



(Infra Division)
CORRIGENDUM-1

F. No. 01-11006(02)/7/2022-HO - Infra Division/301


Dated: 03-06-2024

Sub: Corrigendum No. 1 against Tender ref No. 01-11006(02)/7/2022-HO - Infra Division for Appointment of PMC for Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab:-

S. No.	RFP Clause Reference	Existing Clause	Read As
1	At S.N. 3 of clause 2	Handover of completed project is being asked at R.C Gandhinagar.	Handover of completed project is being asked at R.C Patiala.
2	In eligibility criteria, at Sr. No. 1, point no. C	At least 10 years existence is stipulated.	More Than 10 years existence is stipulated
3	Draft of Memorandum of Understanding	Draft of Memorandum of Understanding	Revised Draft of Memorandum of Understanding (MoU) is attached.
4	In eligibility criteria, at Sr. No. 2, Technical Experience	<p>The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction of artificial turf projects during the last five years ending on 31st March 2024,</p> <p>i) At least one similar work of value not less than Rs. 9.84 Crores or</p> <p>ii) Two similar works of value not less than Rs. 6.15 Crores each, or</p> <p>iii) Three similar works of value not less than Rs. 4.92 Crores each.</p> <p>“Similar work” shall mean Replacement of Synthetic Athletic Track as per approved standards of "WAF" (formerly known as IAAF) for Government / Govt. agencies/Govt. autonomous bodies/CFI only.</p>	<p>The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction of artificial turf projects during the last seven years ending on 31st March 2024,</p> <p>i) At least one similar work of value not less than Rs. 9.84 Crores or</p> <p>ii) Two similar works of value not less than Rs. 6.15 Crores each, or</p> <p>iii) Three similar works of value not less than Rs. 4.92 Crores each.</p> <p>“Similar work” shall mean Replacement of Synthetic Athletic Track as per approved standards of "WAF" (formerly known as IAAF) for Government / Govt. agencies/Govt. autonomous bodies/AFI only.</p> <p>Note:- The value of works executed during the last 7 years shall be brought to current value by enhancing the actual cost of work at simple rate of 7% per annum, calculated from the date of completion of work to the date of submission of application.</p>

Note:-

- 1. The Last Date of Submission is extended up-to 14 days (i.e. 18-06-2024 till 6: 00 PM).**
- 2. All other contents of the tender documents including terms and conditions remain unaltered.**


03/06/24
(Nidhin Jose)
DD (Infra)

ANNEXURE 'XIII' |- DRAFT Memorandum of Understanding FORMAT

MOU

MEMORANDUM OF UNDERSTANDING

Between

Sports Authority of India (SAI) an autonomous organization under the Ministry of Youth Affairs & Sports, a PROCURING ENTITY having its Head Office at J.L.N. Stadium, Lodhi Road, New Delhi – 110003

and

.....

for

Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab

This, Memorandum of Understanding (hereinafter called "MoU") signed between [Sports Authority of India](hereinafter called "PROCURING ENTITY") represented by its Director Infrastructure Division, Sport Authority of India of one part,

And

....., (hereinafter called "Project Management Consultant") represented by its.....on other part.

'Procuring Entity' and 'Project Management Consultant' are also referred to individually as 'Party' and collectively as 'Parties wherever the context so requires.

Whereas 'Project Management Consultant' have agreed to undertake the work of Construction of the abovementioned Work(s) at the abovementioned location(s) for 'PROCURING ENTITY' as a 'Deposit Work' on Project Management Consultant (PMC) basis.

Now, therefore it is agreed between the Parties that:

- A. Assigning of Work by PROCURING ENTITY to 'Project Management Consultant':
 - 1. 'PROCURING ENTITY' will provide all relevant available documents related to Land, Site Details, functional and space requirements (or Various Facilities, Special Requirements/ Features, and Broad specifications for specialized equipment and plants), layout plan etc. for facilitating Project Execution by 'Project Management Consultant' along with A & E Consultants.
 - 2. 'Project Management Consultant' shall appoint, if any, competent Architectural and Engineering (A & E) Consultant commensurate with size and nature of the work after following due process

- B. Approval of Preliminary Project Report (PPR) & Detailed Project Report (DPR)/ Preliminary Estimate (PE)
 - 1. Preliminary Project Report (PPR) shall be prepared by 'Project Management Consultant' based on functional & space requirements as intimated by 'Procuring Entity' and

submitted to 'Procuring Entity' for its approval. {It would be a joint endeavour on the part of both 'Procuring Entity' and 'Project Management Consultant' in consultation with consultants & experts to develop Standard Plans & specifications for Works, Services & Plants etc. pertaining to various categories of Works etc.}

2. Based on approved PPR, 'Project Management Consultant' shall prepare Detailed Project Report (DPR)/ Preliminary Estimate (PE) consistent with their norms & standards, containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network depicting clearly the Date of Start and Completion of the work and submit it to 'Procuring Entity' along with all relevant input information, documents and Drawings etc. for approval of 'Procuring Entity', 'Project Management Consultant' shall use their departmental procedures & manuals for preparing the Detailed Estimates. 'Procuring Entity' shall accord approval to DPR/ PE containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network and issue Administrative Approval (A/A) & Expenditure Sanction (E/S).
3. On receipt of the Administrative Approval (A/A) and Expenditure Sanction (E/S), the 'Project Management Consultant' shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by Railways/CPWD or other Public Works Organizations.

C. Release of Funds, Payment of Bills

1. The Project Management Consultant has agreed to charge% (Percentage of service charges agreed to) for carrying out the assigned deposit work “ **Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab**”.
2. 'Procuring Entity' shall accord Administrative Approval (A/A) and Expenditure Sanction (E/S) to preliminary estimate submitted by 'Project Management Consultant' and release the initial deposit 10% of the estimate amount to 'Project Management Consultant' if the estimate cost is up to 12.29 Crore. If the estimate cost of the work exceeds Rs. 12.29 Crore, the initial deposit may be Rs. 1.30 Crore + 5% of the estimated cost beyond Rs. 12.29 Crore. The initial deposit shall be deposited soon after accord of A/A & E/S. The subsequent fund demands should be released as per the requirement projected in form 65 CPWD manual along with Utilization certificate (GFR 12C), Progress report and latest photographs of the project. The deposit of 2.5% of the tender cost shall be retained by 'Procuring Entity' and will be released against submission of final bills.
3. The fund subsequent to Initial Deposits shall be released by 'Procuring Entity' to 'Project Management Consultant' within 4 (four) weeks of submission of request by 'Project Management Consultant' along with all documents as described in Clause – C 1, above. As per the monitoring of physical and financial progress indicators, 'Procuring Entity' will take necessary steps for recoupment of the monthly expenditure incurred. Advance recoupment up to 10 % of tender value can be claimed by the PMC with every fund demand.

4. Agency charges will be released as Percentage (%) on every expenditure statement submitted by the PMC. The final 5% of PMC charges will be released on final bill of the work after submission of satisfactory work completion certificate.
5. If any fund requirement is specifically made by 'Project Management Consultant' after the work has been assigned to 'Project Management Consultant' for undertaking pre-construction activities related to the Project Execution etc., the same shall be released by 'Procuring Entity' within 2 (two) weeks of such specific demand provided the amount is within ceiling limit of Rs 25 lakhs (twenty-five) lakhs. The amount so released to 'Project Management Consultant' shall be adjusted from, Initial Deposit amount.
6. 'Project Management Consultant' shall intimate 'Procuring Entity' about any excess expenditure likely to be incurred over and above the tendered Cost, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from 'Procuring Entity' before continuing/ incurring the extra/ additional expenditure.
7. The 'Project Management Consultant' shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to 'Procuring Entity' & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should 'Procuring Entity' ask for any other details from 'Project Management Consultant' regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by 'Project Management Consultant' readily
8. The 'Procuring Entity' shall settle compensation/ levies, if so required to be paid based on recommendation by 'Project Management Consultant' related to the Project works, under extant Workmen's Compensation Act or any other Act or Law of the Central or the State Government.

A. Execution of Work

1. The 'Project Management Consultant' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, Forest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest& wild-life clearances; to start the work have been obtained. The 'Procuring Entity' shall be responsible for providing all assistance to 'Project Management Consultant' in this process.
2. Works shall not be awarded by 'Project Management Consultant' to contractor till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.

3. 'Project Management Consultant' shall make the work site encumbrance free by shifting of the high-tension line and underground pipelines passing through the site.
4. 'Project Management Consultant' shall permit 'Procuring Entity' to inspect or monitor the works, either itself or through Technical Monitoring Committee (TMC) as and when it desires for assessing actual progress and quality of construction and any other aspects.
5. 'Procuring Entity' shall provide security clearance and ensure free access for 'Project Management Consultant' staff/ Employees and their workers working at Work site in case these are required. 'Project Management Consultant' shall provide necessary support in this process.
6. 'Project Management Consultant' shall ensure adequate availability of manpower & material by their contractor.
7. 'Project Management Consultant' shall ensure that it's Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. 'Project Management Consultant' will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
8. 'Procuring Entity' shall permit and facilitate to the 'Project Management consultant' all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by 'Project Management Consultant'. 'Project Management Consultant' shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard. The actual cost in this regard shall be reimbursed by 'Procuring Entity'.
9. As soon as the work is allocated, 'Project Management Consultant' shall prepare and submit to 'Procuring Entity' an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion of work with details of manpower and other input information required for the fulfillment of the timelines given therein. 'Project Management Consultant' will intimate 'Procuring Entity', Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. The Programme Chart should inter-alia include descriptive note explaining sequence of the various activities, Critical Path Method(CPM) Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
10. 'Project Management Consultant' shall be responsible for providing Physical Progress Reports to 'Procuring Entity' in the form of Critical Path Method (CPM) Network on monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after taking into account 'Procuring Entity's observations made in respect of quality and progress of the work during the monthly/

periodic Project Review Meetings and also to ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.

11. 'Project Management Consultant' shall also be responsible for providing to 'Procuring Entity' Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'Project Management Consultant' by 'Procuring Entity'.
12. 'Project Management Consultant' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the work as per prescribed guidelines, their own Works Manual, Codes, Books of Specifications etc and also in accordance with relevant and extant provisions of General Financial Rules (GFR), 2017.

B. Project Management, Cost and Time Control

1. 'Project Management Consultant' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management. 'Project Management Consultant' shall be obliged to adopt all the above said measures to successful completion of the works within tendered cost and agreed Time period.
2. 'Project Management Consultant' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs, and mutually agreed milestones and timelines and tendered cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'Project Management Consultant' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractor for delay, if any, shall be credited to 'Procuring Entity' in the project accounts.
3. 'Project Management Consultant' be responsible for maintenance of all project records and executing the works as per prescribed guidelines, their own Works Manual, Codes, Books of Specification etc and also in accordance with relevant and extant provision of General Financial Rules (GFR), 2017.
4. The tendered Cost including all charges should not exceed during execution of the Project except in case of extra work over tendered estimate carried out at the request of 'Procuring Entity' etc. No additional expenditure over and above the tendered Cost shall be incurred by 'Project Management Consultant' without prior approval of 'Procuring Entity'. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'Project Management Consultant'

5. At any time, it appears to 'Procuring Entity' that the actual progress of the work does not conform to the approved programme referred above and intimated to 'Project Management Consultant' by 'Procuring Entity', detailed reasons and justifications for such delays shall have to be provided by 'Project Management Consultant', which shall be examined by Procuring Entity/TMC to re-Schedule the Programme, if any. Quarterly progress Review Meetings preferably monthly shall be held between 'Project Management Consultant' and 'Procuring Entity' for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to 'Procuring Entity' for putting item to use for intended purpose. A&E Consultants may also participate. 'Project Management Consultant' will also designate a nodal officer in respect of specific work for coordinating with 'Procuring Entity' and A & E Consultant. Such designated nodal officer shall be suitably empowered and authorized to take decisions in work related issues so that delays is minimized for achieving timely completion of work.
6. 'Project Management Consultant' shall be required to complete the project within the period stipulated in this MOU. In case of delay, which may occur due to the reasons beyond the control of 'Project Management Consultant', 'Project Management Consultant' would approach SAI with full details/justification for extension in time limit for completion of the works.

Granting Extension of Time to the Contractor (only after permission from SAI is obtained) for the completion of Works, with or without Liquidated Damages, subject to keeping SAI informed the same with full details and proper justification for the same.

7. 'Project Management Consultant' has to execute the work strictly in accordance with the approved drawing, design, specification, quality, quantity within Tender cost and time, in case in the interest of work, deviation becomes inevitable, prior permission of SAI, giving full technical reasons/ justification along-with cost and time over run, if any involved must be obtained. After receipt of permission 'Project Management Consultant' shall keep a close watch on deviations during execution of extra Extra, substituted and additional items and Deviations in Quantities of Schedule items. The 'Project Management Consultant' shall fix the Rates for items/quantities covered by Deviation orders given below:
 - a. While fixing the rates of deviation items, no undue benefits accrues the contractor as a result of the execution and also while fixing the rate for deviated items rates for both scheduled and non scheduled items should be fixed in terms of procedures defined in the contract and also in the relevant clauses of manual of the 'Project Management Consultant, availing discount if applicable as per the contract.

C. Disputes, Enquiries and Queries

1. 'Project Management Consultant' shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum

cost and time in hassle free environment.

2. 'Project Management Consultant' shall be responsible for defending all Arbitration and Court Cases arising out of execution till defect liability period examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in 'Project Management Consultant' and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations. The decision of the competent authority in 'Project Management Consultant' to decide about acceptance, appeal of award or challenge the same in a Court of Law will be made in agreement with the 'Procuring Entity'.
3. 'Procuring Entity' shall settle and pay the final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitration in relation-to the-deposit work, based on recommendations of 'Project Management Consultant'.
4. 'Project Management Consultant' shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to 'Procuring Entity'. Providing all work-related information promptly to 'Procuring Entity' for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.
5. 'Project Management Consultant' shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between 'Project Management Consultant' and its Contractors(s). Settling the Claims/disputes, if any, made by the Works Contractors, where there is disagreement between 'Project Management Consultant' and the Works Contractor, such disputes shall be referred for Arbitration by an Arbitrator as provided for in the Works Contract between 'Project Management Consultant' and the contractor. All amounts payable to the contractor on his claims decided by the arbitrator and agreed to by the contractor will be charged to the cost of works. For such situation 'Project Management Consultant' has to seek prior permission from the Client with respect to acceptance/challenge of the award.

D. Completion and Handing-over of Completed Work and Facilities

1. 'Project Management Consultant' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use. 'Procuring Entity' shall provide all assistance in this process.
2. 'Project Management Consultant' shall hand over to 'Procuring Entity' or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Structural Stability Certificate, Specifications fulfilling all techno-functional requirements agreed with 'Procuring Entity' along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipment's and Plants, all clearances /Certificates from Statutory Authorities,

Local Bodies etc. Three sets of drawings/ specifications on the basis of which the structure has been built up along with the other documents at the time of handing over of the project.

3. On completion of the work, a Project Completion Report (PCR) shall be submitted by 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the tendered cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to 'Procuring Entity' within one month of settlement of audited final bills of the contractor/ other agencies deployed on the work by 'Project Management Consultant'.

E. Termination of MoU

1. If 'Procuring Entity' decides to terminate this MOU or decides to drop/ abandon the work after substantial preliminary work has been done by 'Project Management Consultant' on the work, both 'Project Management Consultant' and 'Procuring Entity' shall mutually decide the loss incurred by 'Project Management Consultant' for payment by the latter to the former. In case of abandonment of project/ work by 'Procuring Entity' during construction stage, 'Procuring Entity' shall pay to 'Project Management Consultant', after determining the value of the works, goods and contractors documents and any other sums due to them for work executed in accordance with the MOU, to help out to liquidate only such liabilities as were squarely needed towards construction/ consultant agencies engaged on the work, in a fair and reasonable manner.

F. Penalty

1. PMC shall be required to complete the construction of project within the period stipulated in this MOU. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would approach SAI with full details/justification for extension in time limit for completion of the works.
2. If the PMC fails to perform any of the Services under this document within the requisite time period as mentioned in this document, for reasons he must warrant, SAI shall, unless the Special Conditions include a derogation, be authorized to inflict a penalty of 0.5% (zero point five percent) of the total Service Charge payable to the PMC by the SAI for every week of delay, subject to a cap of 5% of the total Service Charge payable to the PMC. Beyond such penalty, SAI may have right to terminate / review of the Contract.
3. If the completion of project is delayed by up to 6 months due to derogation, or any unforeseen situation which is mutually agreeable between PMC and SAI there will not be levy of any penalty charged on PMC.
4. No Penalty will be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure of this RFP.
5. Any compensation levied by the PMC due to non-fulfillment of any clause of the contract by the contractor or any recovery from the contractor for bad work or any other reasons

whatsoever shall be passed on to SAI.

G. Miscellaneous

1. Disputes between 'Procuring Entity' and 'Project Management Consultants': As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought before Director Infra, SAI of 'Procuring Entity' and concerned Chief Engineer of 'Project Management Consultant' for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be escalated to higher level in 'Procuring Entity', and 'Project Management Consultant', who shall be above the level of CE in the respective organizations. They shall submit a comprehensive report and recommendation to 'Procuring Entity' and 'Project Management Consultant' for facilitating to come on conclusion to final decision in the matter.
2. Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.
3. No amendment in Terms & Conditions of the MoU shall be valid and effective unless it is in writing and duly signed by authorized representatives of 'Procuring Entity' and 'Project Management Consultant'. Each party shall give due consideration to any proposal for amendment/ modification to be made by other party with proper justifications thereof.
4. Provisions, if any, made in respect of deposit works in 'Project Management Consultant's Works Manual or Codes shall be examined by the Procuring entity and the procuring entity may have the discretion to choose between old and modified provision of the manual for execution of 'Procuring Entity' works by 'Project Management Consultant'.

For and On Behalf of SAI

For and On Behalf of PMC

Signature

Signature

Witnesses

1.

2.

Date:

Place: