



PERÚ

Ministerio
de Transportes
y Comunicaciones

Proyecto Especial Legado
Juegos Panamericanos y
Parapanamericanos

"Decenio de la Igualdad de Oportunidades para mujeres y hombres"
"Año de la unidad, la paz y el desarrollo"

TERMS OF REFERENCE

RECERTIFICATION SERVICE OF RUGBY SPORTS FIELDS AT VILLA MARIA DEL TRIUNFO

1. USER AREA

Sub-Directorate of Sports of the Directorate of Operations of Special Legacy Project of the Pan American and Parapan American Games.

2. PUBLIC PURPOSE

To ensure that the Legacy of the Lima 2019 Pan American and Parapan American Games is managed in an efficient and comprehensive manner, considering the operational complexity of the infrastructure and equipment built and acquired by the Special Project, for which purpose the necessary activities must be conducted to assist in the management, maintenance, operation, disposal and sustainability of the movable and immovable assets built, intervened and/or acquired on the occasion of the aforementioned games.

Also, as well as to maintain in optimal conditions the state of the Rugby sports fields - Villa Maria del Triunfo Legacy Venue, as detailed in item 5 of this term of reference.

3. OBJECTIVE OF THE PROCUREMENT

3.1 GENERAL OBJECTIVE

To provide the services of a legal entity to perform the "Recertification service of Rugby sports fields of Villa Maria del Triunfo".

3.2 SPECIFIC OBJECTIVES

- To comply with the optimal state of the sports fields of the venues that correspond to the Special Legacy Project of the Pan American and Parapan American Games.
- To provide the Peruvian Rugby Federation with the best conditions for training and events of all international categories.

4. SUPPLIER REQUIREMENTS

The Supplier shall comply with the following requirements:

- Foreign natural or juridical person. In the case of a non-domiciled legal entity, it must prove that it is duly constituted in accordance with the law of its country of origin, and that its corporate purpose, objectives and/or activities correspond to the provision of goods.
- The supplier must not be disqualified from contracting with the Peruvian State.
- In the case of bidders who declare an experience of FORTY FIVE THOUSAND AND 00/100 SOLES (S/ 45,000.00), for the sale of services equal or similar to the object of the bid.
- **The person responsible for the execution of the recertification service must have the accreditation of a Test Institute (ATI) validated by the international federation World Rugby.**
- The following are considered similar services: sports certification, sports homologation, sports validation and/or proof of sports technical operability.
- Not be barred from contracting with the State.
- Complete and sign the document attached in Annex A: Affidavit of NOT presenting symptoms and/or positive diagnosis COVID-19 and of NOT being within the group of persons vulnerable to COVID-19 (for each personnel proposed).

5. SERVICE DESCRIPTION

Av. San Luis cdra. 11 puerta 6 nro. s/n
(Villa Deportiva - Videna) – San Luis, Lima
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The rugby venues has two artificial fields, which must be in optimum condition for daily use in all sporting activities, in accordance with World Rugby Regulation 22, which states that they must be retested within a maximum of two years from the date of the last test.

Among the activities to be carried out by the contractor supplier are:

5.1. PRODUCT TESTING REQUIREMENTS

- The supplier shall perform the following test:
 - a. **Performance testing.**
The supplier shall mimic and simulate how players and the ball interact with the surface in different situations.
 - b. **Quality Testing**
The supplier must evaluate the quality of the product; ensuring that requirements that cannot be practically performed in situ related to the product's strength and wear resistance are met.
 - c. **Identification Test**
The supplier must perform tests in the laboratory and in the field, as it must be guaranteed that the product tested in the laboratory is the same as the one installed in the field; taking into account the height and weight of the strands in the sports field.
 - d. **Construction tests**
The supplier must verify that the turf has the required characteristics on the strands, taking into account the monofilament, fibrillation, thickness, color, among others.

For more details on the product testing requirements, please refer to the Artificial Turf for Rugby Performance Specification Regulations in Clause 7, which is attached as Annex.

5.2. SURFACE TEST REQUIREMENTS

Any product that has been installed must have been laboratory tested and demonstrated compliance with Regulation 22, it is divided into four different groups:

a. Performance testing

The supplier must perform tests taking into account the required limits that must be achieved for a surface to comply with Regulation 22, taking into account ball rolling, skin/surface friction and skin abrasion tests.

b. Identification Testing

The supplier shall take minimum 250g samples from four areas of the grass that are not heavily used or worn.

c. Visual Inspection

The supplier shall evaluate the following items:

- Seam failures.
- Fiber curl
- Strand free height
- Uneven filling
- Exposed irrigation head
- Exposed goal post sockets and exposed flags
- Straight goal posts
- Position of goal posts
- Loose goal post socket caps
- Goal post structures
- Demarcation lines
- Presence of maintenance equipment

d. Construction

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The supplier shall take all necessary tests to assess the correct installation of the sports field surface.

For further details on the requirement for product testing, reference should be made to the Rugby Artificial Turf Performance Specification Regulations in Clause 8, which is attached as an Annex.

6. SUPPLIER'S OBLIGATIONS

- i. The Supplier shall assume the total cost of the service, personnel, materials, tools, lodging, transportation, food and airfare.
- ii. The Supplier shall ensure that the operator performs the service in the areas where they have been assigned, complying with safety protocols.
- iii. The Supplier, during the recertification service, shall place adequate and visible signage to secure the work area.
- iv. The Supplier shall comply with the obligations and provisions set forth in Law 29783 - Occupational Safety and Health Law and Supreme Decree N°005-2012-TR - Regulation of the Occupational Safety and Health Law, Law 30222 - Modification of the Occupational Safety and Health Law and Supreme Decree N°006-2014-TR - Regulation of the Occupational Safety and Health Law and its amendments.
- v. The Supplier's personnel shall abide by the internal safety regulations during their stay in the premises of the site.
- vi. The Supplier shall submit a copy of the Complementary Risk Work Insurance (SCTR) of the designated personnel at the beginning of the service, which must be in force during the provision of the service to the person in charge of the user area.
- vii. The Supplier shall keep the person in charge of the user area and/or the personnel in charge of the Entity informed of all work, procedures and technical information corresponding to the execution of the requested inspection and maintenance service.
- viii. The Supplier shall consider adequate PPE equipment and uniform for the execution of the works.

7. PLACE OF PERFORMANCE

The execution of the service shall be provided at the following location:

No.	Venue	Location
1	Villa Maria del Triunfo	The execution of the service must be provided in the following premises: Campos de Rugby Complejo Andres Avelino Caceres - Villa Maria del Triunfo

8. CONTRACTING SYSTEM

The activities indicated in this service shall be valued at a lump sum.

9. TERM OF EXECUTION OF THE SERVICE

The term for performance of the service shall commence as from the day following notification of the service order and signing of the availability of use of the field up to five (5) calendar days.

The supplier shall coordinate with the user area the available schedule for the performance of the work.

10. DELIVERABLES

The contractor within the term of the service, one (01) "Final Technical Report" containing:

- i. Detail of the activities carried out in the execution of the service, established in Item 5, as well as presenting the Conclusions, Observations and Recommendations subsequent to the service rendered.



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- ii. Photographic panel during and at the conclusion of the service.
- iii. The list of the personnel assigned to the service and a copy of the SCTR of the personnel, in force during the execution of the maintenance.

The documentation must be physically presented at Mesa de Partes: Av. San Luis cuadra 11 S/N, Villa Deportiva Nacional (VIDENA) Puerta N°6 - Cruce Av. Del Aire, San Luis district, province and department of Lima. As long as the current conditions established by the government regarding social isolation are maintained, the corresponding documents must be submitted to the following link <https://legado.gob.pe/formulario-mesa-de-partes>, the presentation will be made during the hours established by the Entity.

11. METHOD OF PAYMENT

The Entity shall pay the consideration agreed in favor of the contractor in a SINGLE PAYMENT for 100% of the total amount of the contract, upon completion of the total provision of the service.

For the payment of the consideration executed by the contractor, the Entity must have the following documentation:

- Document from the Sub-Directorate of Sports of the Directorate of Operations granting the conformity of the service rendered.
- Proof of payment or equivalent.
- Authorization of deposit in Account (CCI)

The Entity must pay the consideration agreed in favor of the contractor within ten (10) calendar days following the conformity of the services, that the conditions established in the contract for this purpose are verified. The conformity is issued within a maximum period of seven (07) calendar days after the reception. "Article 171. Payment.

171.1. The entity pays the consideration agreed upon in favor of the contractor within ten (10) calendar days after the conformity of the goods, services in general and consultancy services has been granted, provided that the conditions established in the contract for such purpose are verified, under the responsibility of the competent officer. (...)"

In accordance with Article 171 of the Regulations of the Government Procurement Law, as amended by Supreme Decree 168-2020-EF, payment shall be made in soles and within ten (10) calendar days following the conformity of the Deliverables.

12. CONFORMITY

Conformity shall be granted by the Sub-Directorate of Sports, after a report from the specialist designated by the same Sub-Directorate. Likewise, in accordance with Article 168 of the Regulations of the State Contracting Law, as amended by Supreme Decree 168-2020-EF, conformity is issued within seven (07) calendar days after receipt of the deliverable.

13. PENALTY

13.1 Penalty for Delay

If the contractor incurs an unjustified delay in the performance of the services covered by the contract, the entity will automatically apply a penalty for late payment for each day of delay, according to the following formulation:

$$\text{Daily Penalty} = \frac{0.10 \times \text{Amount in Force and Effect}}{F \times \text{Current term in days}}$$

Where:

F= 0.25 for terms greater than sixty (60) days or;

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F= 0.40 for terms less than or equal to sixty (60) days.

Both the amount and the term refer, as the case may be, to the Service Order or item that should have been executed or, in the event that these involve periodic performance obligations, to the partial performance that was the subject of the delay.

The delay is considered justified when the contractor proves, in an objectively supported manner, that the longer time elapsed is not attributable to it. This qualification of the delay as justified does not give rise to the payment of general expenses of any kind. These penalties are deducted from the payments on account or from the final payment. The maximum amount that may be applied for this type of penalty is 10% of the amount of the contract or order.

13.2 Other penalties

Likewise, in accordance with the Regulations and the State Contracting Law, other penalties shall be applied up to a maximum of ten percent (10%) of the current contract amount, which shall be independent of the late payment penalty, for which the following penalties are specifically established as other penalties:

N°	Concept	Penalty	Procedure
1	SAFETY AND SIGNALING When the supplier does not have the safety devices in place at the work site, failing to comply with the regulations, in addition to the signage requested by the Entity. The penalty is for each day of non-compliance.	2% of the UIT For each occurrence	Communication (via e-mail) of the Coordinator or Personnel or Representative of the Entity.
2	PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT a. When the supplier fails to provide its personnel with the respective safety elements and/or uniforms, which must be permanently in good condition. b. If a worker is found in the field without the complementary risk work insurance SCTR in force. The penalty is for each day of non-compliance and per person.	2% of the UIT for each of the faults of each paragraph.	Communication (via e-mail) from the Coordinator or Personnel or Representative of the ENTITY.
3	REGARDING DAMAGE TO EQUIPMENT OR FACILITIES Carrying out work or actions that affect the facilities or equipment. The penalty is per occurrence, without prejudice to the responsibilities to be assumed by the personnel of the supplier involved, as well as the repairs for the damage done until it is returned to its normal operating state.	2% of the UIT For each occurrence	Communication (via e-mail) of the Coordinator or Personnel or Representative of the ENTITY.

14. ADDITIONAL CONDITIONS

- Since the service contemplates maintenance work, each bidder is free to visit and inspect the entire site and area where the service to be provided under this Contract is to be performed; to make the necessary evaluations and inquiries, not limited to the documents of this Contract; carry out the verifications and analyses it deems pertinent to present its technical and economic proposal, taking into account the conditions of the site, its degree of deterioration and the area where the service will be performed, the accesses, conditions of transportation of personnel and materials, handling, storage, disposal, sources of materials, availability of labor, and in general all the elements and conditions that may directly or indirectly affect this; identify difficulties, contingencies and possible risks, so that its technical and economic offer considers and guarantees the execution of the totality of the required works, so that the final product is in accordance with the specifications of the required services.
- In case of requesting a technical visit by the Supplier, this will be done after coordination with the user area.



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- The materials, equipment and tools required for this service will be provided by the Supplier to its personnel during the execution of the service.
- The supplier will be responsible for safety in the work area, as well as for the safety of its workers. The costs of such security shall be borne by the supplier, and therefore considered in its economic offer. Likewise, the cost of cleaning and elimination of waste or excess material resulting from the work shall be included in the cost bid.

15. CONFIDENTIALITY

The Supplier undertakes to keep the most absolute confidentiality in order to guarantee the security and integrity of the data and information belonging to the Entity. As well as not to violate the confidentiality, security, refraining, with the respective written authorization of the entity to make any type of modification and addition of information not being able to provide third parties under any circumstances, any information.

16. LIABILITY FOR HIDDEN DEFECTS

The minimum term of liability of the Supplier for the quality offered and for hidden defects of the services offered is one (01) year from the final conformity granted.

17. CONTROL MEASURES DURING THE EXECUTION OF THE CONTRACT

During the execution of the work, the Entity, through the Service Coordinator, will make the supervision or technical inspection visits it deems necessary to verify the progress of the execution of the work and compliance with the service.

The Occupational Health and Safety Division of Special Legacy Project of the Pan American and Parapan American Games may make unannounced visits to supervise compliance with occupational health and safety standards, according to its competence.