

## CORRIGENDUM-I

**Subject: - REQUEST FOR PROPOSAL** for construction of Commercial Complex at Kasumpti Shimla in Prefab Light Gauge Steel Frame (LGSF) technology.

With reference to the tender notice issued vide this office letter of even file No. 1745-51 dated 30<sup>th</sup> April 2020 on the subject cited above, following amendments are hereby issued on administrative/ technical reasons with any prejudice to the other terms and conditions:

**Amendment No: I**

S.N	Earlier	Amended
1.	<p><b>Technical Specification</b> E. Wall <b>(a) Internal cladding:</b></p> <p><b>11.</b> Supply and fixing internal wall with Single layer of boards with <b>10 mm thick cement fibre boards type B class III</b> as per IS: 14862; 2000 on wall panels of cold formed galvanized light gauge steel frame structure to form wall/partition on internal face of the frame and finished &amp; fixed with self-drilling, tapping screws, fasteners of approved make including jointing and fixing to a flush finish of tapered and square edges of the board recommended filler, jointing tapes and finisher as per manufacturer specifications. The hollow wall space between the cement boards will be provided with rock wool insulation conforming to IS 8183 and of density not less than 48 kg/m<sup>3</sup> for periphery walls and partition walls of thickness not less than 50 mm for thermal and acoustic insulation.</p> <p><b>Internal Wall Cladding-</b></p> <p>i) Restaurant Area: - Above <b>10 mm thick Heavy duty Fiber cement Board (HDFCB)</b>, 12.5mm thick and 125mm wide Imported Pine wood plank with tongued and grooved jointing and fixed directly to the wall board upto ceiling level with self-drilling/tapping screws/fasteners of approved make and also including the cost of making openings for light points, cutouts complete as per drawing and specification and direction of the Engineer in Charge but excluding the cost of Polishing.</p> <p>ii) In Hall, shops &amp; Corridor above layer of <b>10 mm thick FCB</b>, 8 mm thick cement fibre board type B class III shall be provided.</p> <p>iii) Kitchen and Toilets(wet areas) will have single layer of <b>10 mm thick Heavy Duty fiber cement board type B class III</b> and further specification as per Sr no 15 (Dado and</p>	<p><b>Technical Specification</b> E. Wall <b>(a) Internal cladding:</b></p> <p><b>11.</b> Supply and fixing internal wall with Single layer of boards with <b>9mm thick Heavy Duty Fibre cement flat sheet type A/B Category IV</b> as per IS: 14862; 2000 on wall panels of cold formed galvanized light gauge steel frame structure to form wall/partition on internal face of the frame and finished &amp; fixed with self-drilling, tapping screws, fasteners of approved make including jointing and fixing to a flush finish of tapered and square edges of the board recommended filler, jointing tapes and finisher as per manufacturer specifications. The hollow wall space between the cement boards will be provided with rock wool insulation conforming to IS 8183 and of density not less than 48 kg/m<sup>3</sup> for periphery walls and partition walls of thickness not less than 50 mm for thermal and acoustic insulation.</p> <p><b>Internal Wall Cladding-</b></p> <p>i) Restaurant Area: - Above <b>9 mm thick Heavy duty Fiber cement sheet (HDFCB)</b>, 12.5mm thick and 125mm wide Imported Pine wood plank with tongued and grooved jointing and fixed directly to the wall board upto ceiling level with self-drilling/tapping screws/fasteners of approved make and also including the cost of making openings for light points, cutouts complete as per drawing and specification and direction of the Engineer in Charge but excluding the cost of Polishing.</p> <p>ii) In Hall, shops &amp; Corridor above layer of <b>9 mm thick FCB</b>, 6 mm thick fibre cement flat sheet type B Category IV shall be provided.</p> <p>iii) Kitchen and Toilets(wet areas) will have single layer of <b>9 mm thick Heavy Duty fiber cement sheet type A Category IV</b> and further specification as per Sr no 15 (Dado and</p>

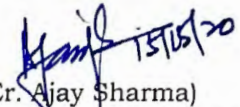
*AC*

skirting).  (b) External cladding: Supply and installation of moisture / fire resistant heavy duty 10 mm thick cement fibre board ( high presser stem Cured ) conforming to IS 14862:2000, Type A, Category IV: compressed after forming & before autoclaving) on external wall panel. Above of 10 mm FCB, 8mm Premium planks layer of external grade Cement Fiber Board conforming to IS 4862:2000 plus 100mm Wide & 6mm Th. High pressure Laminate (HPL) strips as per the pattern shown in Elevations to be fixed with rivets.	skirting).  (b) External cladding: Supply and installation of moisture / fire resistant heavy duty 12 mm thick fibre cement sheet ( high presser stem Cured ) conforming to IS 14862:2000, Type A. Category IV: compressed after forming & before autoclaving) on external wall panel. Above of 12 mm FCB, 6mm Premium planks layer of external grade Cement Fiber Board Type A Category IV conforming to IS 4862:2000 plus 100mm Wide & 6mm Thick High pressure Laminate (HPL) strips as per the pattern shown in Elevations to be fixed with rivets.
--	---

**Amendment No: II**

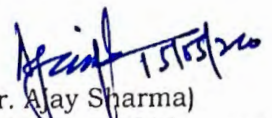
S.N	Description	Earlier	Amended
1	Estimated Project Cost	Rs.1,08,00,000/-	Rs. 1,03,00,000/-

**Amendment No: III** Tripartite agreement to be executed between Shimla Smart City Ltd, Ropeway and Rapid Transport Development Corporation HP Ltd and the selected bidder, attached as Annexure "A" shall be the part and parcel of tender document .

  
 (Er. Ajay Sharma)  
 Chief General Manager,  
 Ropeways and Rapid Transport System  
 Development Corporation H.P. Ltd. Shimla-2.  
 Email:- cgmrtldchp@gmail.com  
 Mob No. 94184-81177

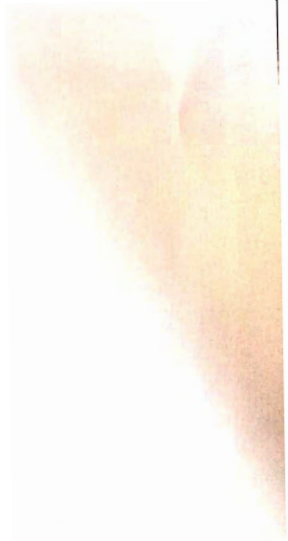
No. RTDC/Shimla Smart City/2019-1851-53 Dated: - 15/05/2020.

1. Copy forwarded to the Principal Secretary (Transport) to the Government of Himachal Pradesh for information please.
2. Copy forwarded to the Director Transport, Parivan Bhawan Shimla along with copy of corrigendum for uploading the same on the transport Department website.
3. Copy forwarded to the Managing Director, Shimla Smart City Ltd. For information please.

  
 (Er. Ajay Sharma)  
 Chief General Manager,  
 Ropeways and Rapid Transport System  
 Development Corporation H.P. Ltd. Shimla-2  
 Email:- cgmrtldchp@gmail.com  
 Mob No. 94184-81177

..

# TRIPARTITE AGREEMENT



*Handwritten signature or initials in blue ink.*

[This Tripartite Agreement is to be executed on Non-Judicial Stamp Paper of Rs 200/-]

**TRIPARTITE AGREEMENT**

**BETWEEN**

**SHIMLA SMART CITY LIMITED  
(A STATE GOVERNMENT COMPANY)**

**AND**

**ROPEWAY AND RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION HP  
LTD (RTDC) (A STATE GOVERNMENT COMPANY)**

**AND**

**THE SELECTED BIDDER**

The Government of India launched Smart City Mission on 25 June 2015 with an aim to take up 100 cities in the country to be developed as Smart Cities (to be selected after competing in Smart City Challenge) during the period of 5 years i.e. 2015-2019. Shimla City competed in the Round 3 of Smart City Challenge and ranked 15th position amongst 30 winning cities.

Shimla Smart City Limited (A Government of Himachal Pradesh Company) has been constituted under Indian Companies Act, 2013 as SPV (Special Purpose Vehicle) as per Guidelines of the Smart City Mission for implementation of Smart City Projects to ensure operational independence and autonomy in decision making and commitment of all stakeholders, coordination of the line departments and community ownership of the projects. This tripartite memorandum seeks to lay our respective responsibilities and reciprocal commitments linked to fund flows to ensure effective and timely execution of all projects by all stakeholders.



This Tripartite Agreement made on this .....day of .....

**BETWEEN**

1. **SHIMLA SMART CITY LIMITED**, a Company incorporated under the Indian Companies Act, 2013 having its registered office at 2nd Floor, Community Centre Building, Sector-II, New Shimla, Shimla, Himachal Pradesh, India, 171009, represented by its authorized officer....., hereinafter referred to as the "COMPANY"(which expression shall, unless it be repugnant to the subject or context or meaning thereof be deemed to mean and include its successors or assigns) of the **FIRST PART**.

**AND**

2. **Ropeway and Rapid Transport System Development Corporation Limited (RTDC)** is a local self-government and runs its operations under .....having its registered office at U.S Club Shimla, represented by its authorized officer....., hereinafter referred to as the "RTDC" (which expression shall, unless it be repugnant to the subject or context or meaning thereof be deemed to mean and include its successors or assigns) of the **SECOND PART**.

**AND**

3. **THE SELECTED BIDDER, M/S \_\_\_\_\_** hereinafter referred to as the "Contractor" (which expression shall, unless it be repugnant to the subject or context or meaning thereof be deemed to mean and include its successors or assigns) of the **THIRD PART**.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

**ARTICLE I**

**Obligations of the Shimla Smart City Limited (SSCL)**

The Shimla Smart City Limited has agreed and affirmed that:-

- (1) Funding support shall be made available for Construction of Lifts and Escalators in Shimla on EPC mode as per the provisions in Shimla Smart City Proposal.
- (2) The payments shall be made directly by SSCL to the contractor/ firm on completion of each milestone as per the terms of the tender subject to the availability of funds with SSCL. There shall not be any transfer of funds from SSCL to RTDC.
- (3) SSCL shall monitor and review the implementation of the funded project.
- (4) No extra cost on account of O&M shall be borne by SSCL except the one as already included in the warranty/ maintenance period as mentioned and included



in the award letter. SSCL shall also not be a party to the losses suffered by the RTDC.

- (5) The coordinating officer as appointed by SSCL shall coordinate for effective and timely implementation of the project.
- (6) The accounts of the funds released and the expenditure incurred through these funds shall be maintained properly as per audit requirement and shall be open to inspection by the CAG/Statuary Audit/ local SSCL Audit. The same will have to be produced before Audit Authorities as and when required/ requisitioned by them. In case of construction / improvement works, photocopies of the measurement books (for the work which was executed from SSCL's funds) shall also be sent to SSCL/ concerned Audit officer.
- (7) All procedural, codal and financial formalities shall be completed.
- (8) The consultancy, if required by RTDC may be sought after observing codal formalities of RTDC. The expenditure on this account shall be borne by Shimla Smart City Ltd. as per advisories for Smart City Mission issued by MoHUA, Govt. of India from time to time.
- (9) The supervision charges/departmental charges as applicable in RTDC shall be paid by Shimla Smart City Ltd. as per MoHUA Advisories issued from time to time.

## ARTICLE II

### Obligations of the RTDC

The RTDC has agreed and affirmed that:-

1. The projects/components shall be technically sanctioned by RTDC under its own delegated powers. However, the Administrative Approval/ Expenditure sanction shall be accorded by Shimla Smart City Ltd. as per its Delegation of Powers.
2. The project would be funded from Shimla Smart City Mission subject to availability of funds and as per the advisories for Smart City Mission issued by MoHUA, Govt. of India from time to time. The RTDC shall raise necessary demand/expenditure to SSCL for releasing the payment directly to the contractor/firm as per milestones, etc.
3. The RTDC shall ensure effective and efficient implementation of the project including supervisions, quality control arrangement & mechanism adhering to the rules of financial propriety and schedule of powers and should submit monthly progress report to SSCL.
4. The RTDC shall obtain and arrange for the maintenance in full force and effect of all Government approvals, consent, licenses, authorizations, declarations, filings and registrations as may be necessary and advisable for the performance of the project.
5. Monthly progress report in respect of Construction of Lifts and Escalators in Shimla on EPC be supplied to SSCL on regular basis. A review of the project/ component would be taken by the Board of SSCL on quarterly basis, for which



purpose a quarterly progress report vis-à-vis the target dates be furnished to this SSCL as also the same shall be presented by the RTDC to the Board of Directors of SSCL.

6. The RTDC shall designate a responsible officer to facilitate regular contact with SSCL to discuss issues arising in relation to the above Project.
7. SSCL should, at all times, have the power to inspect, monitor and supervise implementation of the project in accordance with contract conditions and give such directions to RTDC as may be necessary for this purpose.
8. RTDC shall maintain complete records of works for the purpose of inspection of any agency authorised by SPV/ State Government / Government of India.
9. The records of all assets acquired out of the funds released by the SSCL to the Contractor, shall be made available for scrutiny of audit. Such assets shall not be, without the prior approval of SSCL be disposed off, encumbered or utilized for the purpose other than those for which the fund is approved and provided.
10. A statement showing the extracts of the assets created out of the funds released by SSCL shall be furnished to SSCL annually by 31st May of each year or as required by the SSCL from time to time.
11. RTDC shall maintain the created / developed assets during Defects Liability Period (DLP) or handover of possession to any agency designated by SSCL.
12. The RTDC shall share with SSCL the revenue of net profits from the SSCL funded project on mutually agreed terms and conditions. The O & M costs, losses, if any, in the project shall solely be borne by the RTDC. SSCL shall not be party to the losses suffered by the RTDC.
13. The project shall be under the name and banner of Shimla Smart City Limited. The display board shall be erected at site during construction and upon successful completion of work.

OR

The equipment shall be operated under the name and banner of Shimla Smart City Limited. The same shall be prominently painted on the equipment/ vehicle.

*(as is applicable)*

14. All procedural, codal and financial formalities shall be completed.
15. The Department shall be bound to adhere to the decisions of the Board of Directors of SSCL from time to time in respect of the project being implemented on behalf of SSCL.
16. The consultancy, if required by RTDC may be sought after observing codal formalities of RTDC. The expenditure on this account shall be borne by Shimla Smart City Ltd. as per advisories for Smart City Mission issued by MoHUA, Govt. of India from time to time.



17. The supervision charges/departmental charges as applicable in RTDC shall be paid by Shimla Smart City Ltd. as per MoHUA Advisories issued from time to time.

### ARTICLE III

#### Obligations of the Contractor

The contractor, M/s ..... has agreed and affirmed that:-

1. The contractor shall follow all terms & conditions of bid documents & the agreement entered into with the RTDC and SSCL. It shall ensure timely execution of work as per scope and specifications, within all quality control measures.
2. The contractor/selected Bidder should keep and maintain site record and allow inspection by SSCL/ RTDC or their any authorized person/authority and provide full assistance during inspection.
3. SSCL and RTDC should, at all times, have the power to inspect, monitor and supervise implementation of the project in accordance with contract conditions and give such directions to the contractor as may be necessary for this purpose.
4. The project shall be under the name and banner of Shimla Smart City Limited. The display board shall be erected at site during construction and upon successful completion of work.

OR

The equipment shall be operated under the name and banner of Shimla Smart City Limited. The same shall be prominently painted on the equipment/ vehicle.

*(as is applicable)*

5. All procedural, codal and financial formalities shall be completed.
6. Contractor shall repair and maintain the equipment /facilities/appurtenants etc. as per the conditions stipulated in the tender document/ Letter of Intent. The earnest money shall be released as per the conditions mentioned in the tender document/Letter of Intent.

### ARTICLE IV

#### Consequences of non-observance of the terms of the Tripartite Agreement

(In case of non-observance of the terms of this agreement).

1. The payments/funding support under the Project would henceforth be stopped by SSCL.
2. Non observance of this agreement leading to loss of equipments and violation of provisions may lead to penal action on the defaulting party.

*AS*



3. Any difference or dispute between Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiations between the Parties. In case the disputes are not still settled then all disputes arising under pursuant to and/or in connection with the Project shall be governed and construed in accordance with the laws of India including Arbitration Conciliation Act 1996 and Courts at Shimla.
4. This Agreement will come into effect on date of signature by all partners and will end after 5 years/successful completion of works/installation of equipments etc. upto the defect liability period, or the period as decided mutually, whichever is later.
5. This Agreement may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed one month before the end of contract date or at a time mutually agreed by the parties for possible renewal.
6. Each Party might bring this Agreement to an end by giving a 30 days' notice to the other parties, via written notice of Government/ House Resolution to this effect.
7. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent or Employer.
8. Any failure or delay on the part of any Party to exercise right or power under this Agreement shall not operate as waiver thereof.
9. The Contractor shall notify the SSCL and RTDC of any material change in their status, in particular, where such change would impact on performance of obligations under this Agreement.
10. The contractor shall at all times indemnify and keep indemnified the SSCL and RTDC against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR).
11. The contractor shall at all times indemnify and keep indemnified the SSCL & RTDC against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the RTDC or the contractor.
12. The contractor shall at all times indemnify and keep indemnified the SSCL and RTDC against any and all claims by Employees, Workman, Consultants, Contractors, sub-contractors, suppliers, operators, agent(s), employed engaged or otherwise working for the contractor, in respect of wages, salaries, remuneration, compensation or the like.
13. All claims regarding indemnity shall survive the termination or expiry of the Contract.



14. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the contractor/RTDC for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the SSCL.

## ARTICLE V

### Taxes and Duties

1. Party of the 3rd Part i.e Contractor is requested to familiarize itself with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their proposal.
2. All taxes i.e. GST, Income Tax, Labour Welfare Cess and other levies payable by contractor on goods, equipments, components, sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to Shimla Smart City Limited by the contractor or their sub suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to contractor's account & no separate claim on this account will be entertained by Shimla Smart City Limited.
3. The Contractor shall be liable and pay all Non-Indian taxes, duties, levies, lawfully assessed against the party of 1<sup>st</sup> part i.e Shimla Smart City Limited in pursuance of the contract. Tax liability, if any, on contractor's personal income & property shall be borne by it and shall be its responsibility as per Tax Laws of India.
4. Shimla Smart City Limited shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
5. As regards the Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, Shimla Smart City Limited shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law.
6. If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be assessed on the Contractor in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take in to account any such change by addition to the contract price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between Shimla Smart City Limited and the Contractor and not on procurement of components/products/services etc. by the Contractor and shall also not be



applicable on the bought out items dispatched directly from sub vendor's works to site.

IN WITNESS WHEREOF, the representatives of the Parties to this Agreement being duly authorized have signed this Agreement as of the day, month and year first above written.

Signed for and on behalf of  
Shimla Smart City Limited  
2<sup>nd</sup> Floor, Community Centre,  
New Shimla, Shimla-171009

Signed for and on behalf of,  
(RTDC)

Signed for and on behalf  
the contractor

Name & Designation  
(With Stamp)  
Dated:

Name & Designation  
(With Stamp)  
Dated:

Name & Designation  
(With Stamp)  
Dated:

