

राष्ट्रीय प्रौद्योगिकी संस्थान सिक्किम

NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM

(An Institute of National Importance, Ministry of Education, Govt. of India)

Minutes of the 29th Emergent Meeting of the Building and Works Committee

The 29th Emergent Meeting of Building and Works Committee of the Institute was held on 20th September (04:00 PM) and continued on 21st September 2024 (11:00 AM) under the chairmanship of Prof. Mahesh Chandra Govil, Director, NIT Sikkim in the conference room of NIT Sikkim, Ravangla. The following members were present in the meeting:

Shri Raj Kamal Mittal Retd. Jt. Director General (Pers & Trg)	Member
Dr. Manish Kumar Jindal Former Chief Executive Officer (CEO), Quality Council of India	Member
Smt. Garima Sharma, Deputy Secretary, NITs-II, MoE	Member
Shri N. S. Bisht Director, Finance Division, MoE, Govt. of India	Member
Dr. Aurobinda Panda Dean Planning and Development, NIT Sikkim	Member
Shri Bhanu Bhakta Sharma ACE, East (Topa), Energy and Power Dept, Govt. of Sikkim	Member
Dr. Ranjan Basak Registrar I/C, NIT Sikkim	Member Secretary
Prof. V.K Paul Director, SPA, New Delhi	Special Invitee
Prof. Sanjay Kumar Dept of Civil Engg., NIT Patna	Special Invitee
Prof. Rajan Choudhary Dept. of Civil Engg., IIT Guwahati	Special Invitee
Shri Rewa Nath Sharma, Executive Engineer, NIT Sikkim	Invited Member
Shri Bhaskar Bhattarai, STA (Civil), NIT Sikkim	Invited Member
Shri Anil Kumar Pathak CGM- (Engg.), Head- SBG NER, NBCC India Limited	Special Invitee
Shri Abhishek Singh Zonal In charge (NIT Sikkim Project), NBCC India Limited	Special Invitee
Shri Ankit Bansal Director (Project), M/S Confluence, (Design Consultant)	Special Invitee

At the outset, the Chairperson extended heartiest welcome to the members present in the Meeting of the Building and Works Committee for sparing their valuable time and contributions made towards the development of NIT Sikkim. The Chairperson also appraised the Building and Works Committee with the progress and issues of the Institute. The members appreciated the sincere efforts made by the Director and his team towards the

progress of the Institute. Thereafter, with the permission of the Chair, the agenda items were presented, and the following decisions were taken after due deliberations:

Item No.29.01: To consider and approve the revision of mode of contract from EPC mode-III to EPC mode-II for the establishment of permanent campus of NIT Sikkim.

The Ministry of Education, Government of India approved the Detailed Project Report (DPR) for the establishment of the permanent campus of NIT Sikkim with a Revised Cost Estimate (RCE) of ₹993.69 crores vide sanction letter F.No. 29-1/2023-TS.III, Dated February 12, 2024. The 39th Meeting of the BoG, held on December 15, 2023, approved the recommendations of EOI/RFP Committee to appoint NBCC India Ltd. as the Project Management Consultant (PMC) for the construction of the campus at Dung Dung, Khamdong as the H1 bidder. A Memorandum of Understanding (MoU) between NIT Sikkim and the PMC was signed on March 14, 2024, for the construction through EPC Mode-III, at a PMC fee of 3.06% of the actual cost of project. Subsequently, the PMC appointed its Design Consultant M/S Confluence Consultancy Service, New Delhi as per the terms and conditions of the MoU. The architectural plan, master plan has been prepared by the Design consultant in consultation with NIT Sikkim.

A letter ref no: NBCC/AGM/SKM/NIT/2024/2189, Dated: 16.09.2024 has been received from the PMC for the revision of mode of contract from EPC Mode-III to EPC Mode-II. As per the PMC, this revision is felt necessary considering the difficult hilly terrain with high/steep slopes, dynamic site condition, changing riverine and land profile, design constraints, real time structural/design adjustments and unforeseen factors which may lead to cost escalation and considerable delay in completion of the project due to unforeseen issues which may be later raised by the contractor. As in Mode-III, the PMC has to provide all the details which is a quite cumbersome and challenging task and highly time consuming.

The letter also states that this change in the mode is required to avoid the time delay and cost implication/escalation. It will also enable the PMC to efficiently deal with construction work/progress, quality of construction, effective timely completion, cost control and utilization of working season effectively, manage risks effectively while ensuring the responsibilities of the EPC contractor to be appointed as per the rules and regulations of the PMC. It is also mentioned that the Project shall remain within the approved budget and on schedule.

After a thorough perusal of the content of the letter received from NBCC India Limited, the following deliberations were made during the meeting:

1. The members and special invitees seek a detail justification from NBCC India Limited regarding the revision of EPC mode from III to mode II.
2. The implications on the overall project cost and PMC fee including risk

assessment were also sought from the PMC.

3. Members were of the opinion that, the scope of the work as per EPC mode-III has already been entrusted to the Design Consultant, therefore, the change in mode will reduce the scope of Design Consultant which in result may also attract some cost benefit to PMC.
4. CGM, NBCC India Limited apprised that due to unforeseen site specific challenges and subsequent delay in finalization of the detailed architecture including MEP, Structural Design, Foundations etc., the revision of the mode is necessary. Further, he briefed about the progress of Geotechnical Investigation which is carried out at site and the challenges faced by the surveyor and delay in completion of work due to challenging site condition.
5. It is also noted and discussed, the CPWD works manual 2022 has also defined in its OM-DG/Main/Misc/60, Dated:25.03.2022 regarding the preference in mode in which Mode-III is last preferred. Mode-III can only be adopted if the client resolves for particular technology, client has already finalized architectural and engineering drawings and the functional requirement of the work/site so demands. Which is highly time consuming and difficult to define completely at the beginning of the project due to factors mentioned above and due to a difficult hilly terrain. Hence, the BWC in principle is of the opinion that it is in favor of the institute to revise the mode of contract from EPC mode-III to EPC mode-II. EPC Mode II is felt as a more favorable option as it is expected to give greater flexibility to both the PMC and the Institute for cost-effective and smooth construction. It is also expected to enhance accountability of both PMC and the contractor with respect to quality, timely construction, and adherence to the project budget.

After due deliberations on various issues regarding the revision of mode, the BWC took the following decisions and the recommends the same to the BoG for the approval:

1. Mode-II is better option than Mode-III considering dynamic/challenging site conditions, expected delay in execution, loss of critical working season etc. Transitioning to EPC mode-II may mitigate the risks, expected to allow better control over project cost and expedite project delivery.
2. The time value is more substantial and is thus expected to result in overall cost effectiveness if project is started and completed as per schedule.
3. BWC concluded that to the extent possible, the charges for Structural, MEP and other scope which has been paid to Design Consultant (DC) should be passed on to the Institute in the project. After deliberations, the PMC informed the BWC that the approximate charges for reduced scope of work of DC are ₹25.00 Lakhs. Even change in mode shall not relieve the PMC and the Design Consultant from its responsibilities as defined in the MoU.
4. Even after the mode has been revised, all responsibilities shall be of the PMC as per MoU till the period of completion and upto Defects Liability Period. The Liquidated Damages (LD) clause as per MoU shall be strictly enforced and a separate undertaking and revised timeline from the PMC

may be asked to ensure that the contract for the construction work will be awarded by November 2024. The PMC shall assure with commitments for timely completion, cost management, and overall responsibilities as per MoU.

The Meeting ended with a vote of thanks to the chair.

Director & Chairman

mgf
29/9/2024

RBG
29.09.2024
Registrar (I/c)