

NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM

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

Ref.No.: 307/NITS/Works/TPQA/2025-26/306

Date: 08.09.2025

REQUEST FOR PROPOSAL (RFP)

National Institute of Technology Sikkim invites RFP in sealed envelopes for **Third Party Quality Assurance (TPQA)** Agency services on limited basis for the quality assurance of construction of permanent campus of NIT Sikkim at **Dung Dung, Khamdong, Gangtok, Sikkim** being undertaken under EPC Mode III.

The TPQA Agency shall be selected /Appointed based on Least Cost Basis as per GFR 2017 and as defined in this document:

IMPORTANT INSTRUCTIONS

- 1) **‘Owner’/Institute** : National Institute of Technology Sikkim, Dungdung, Khamdong, Dist.- Gangtok, Sikkim
- 2) **Cost of the work under TPQA scope** : **Rs.461.61 Crores (Tender Cost of EPC Contract)**
- 3) **Completion Time** : Stipulated Date of Project Completion or actual date of completion of project whichever is later.

TIME SCHEDULE FOR RFP

Date of Invitation of RFP	08 th September 2025
Clarification Start Date	08 th September 2025
Submission Start Date	09 th September 2025
Date of Pre-Bid Meeting	15 th September 2025
Proposal Submission End Date	23 rd September 2025; 05:00 PM
Date of Opening of Financial Bid	To be intimated later
Address For Communication	The Registrar, NIT Sikkim, Ravangla, South Sikkim-737139, E-mail: registrar@nitsikkim.ac.in

PROPOSAL SUBMISSION INFORMATION

- (1) **‘Owner’** / Institute reserves the right to accept or reject any or all proposals without assigning any reason thereof.
- (2) For TPQA, the RFP supported by prescribed annexure shall be submitted in a sealed envelope duly super-scribed with the name of work, name & phone nos. of the proposer and the due date of opening. Those desirous of submitting the documents by post may do so subject to the condition that NIT Sikkim shall not be responsible for postal delay and bids received after 15:00 hrs on due date will be treated as delayed and will not be entertained.
- (3) All events will be as per the timeline given in the schedule. All queries shall be submitted to the Registrar NIT Sikkim in the given due date.
- (4) The Selection process shall consist of evaluation of documents submitted as per the RFP document and evaluation of price quote on L1 basis.
- (5) The Institution/Organization submitting the proposal should have performed at least one such assignment as TPQA Agency for project of value more than 250 crores. Details of such assignment should be provided and preference shall be given to Institutions/Organizations with experience in Hilly Terrain and similar Institutions.

REQUEST FOR PROPOSAL (RFP)
FOR
PROVIDING COMPREHENSIVE THIRD-PARTY QUALITY ASSURANCE (TPQA)
SERVICES FOR THE CONSTRUCTION OF NIT SIKKIM CAMPUS AT DUNG
DUNG, KHAMDONG, GANGTOK DISTRICT

Information to Bidders (ITB)

- 1) National Institute of Technology Sikkim is willing to engage the THIRD-PARTY QUALITY ASSURANCE (TPQA) agency from amongst reputed Central Government Institutions/Agencies capable and having technical knowhow and experience of providing such services as per GFR,2017 u/s 133 (3) for. Rendering Third Party Quality Assurance Services (TPQAS) for the work of Construction & Development of Infrastructural Facilities at NIT Sikkim at Dungdung Khamdong including testing & commissioning of MEP services (Mechanical, Electrical, plumbing etc. services) and Roads on EPC basis
- 2) The Institute will select the TPQA Agency on the basis of least cost selection as per GFR 2017.
- 3) The proposals shall be accepted by invitation only. Unsolicited bids/proposals shall be summarily rejected.

4) **Definitions:**

Unless context or consistency demands, the following terms shall have the meaning assigned to them as given below. However, in case of any doubt arises the decision of Institute shall be final and binding on all the parties.

- i) **“Owner’/ Institute’** shall mean **National Institute of Technology Sikkim** and shall include their legal representative, successor and permitted assigns.
- ii) **‘PMC’** shall mean the agency (PSU/Central Govt. Organization) i.e NBCC India Ltd. engaged by the Institute as the Project Management Consultant and shall be fully responsible for the Construction, development and all other works assigned by the Institute.
- iii) **TPQA Agency"** shall mean any Third-Party Quality Agency that shall carry out services as specified in this document.
- iv) **"Authorized Representative PMC'** shall mean the representative of Project Management Consultant (PMC).
- v) **“Projects”** shall mean Construction & Development of permanent campus of NIT Sikkim at DungDung, Khamdong, Gangtok District.
- vi) **“Contractor”** means the contractor or contractors or suppliers or agencies employed by the PMC for the works or any connected works/Services, including the PMC itself in case any work is done directly.
- vii) **“Completion”** means when the building(s), amenities, utilities, etc. are complete in all respects along with associated services i.e., ready to occupy and are actually handed over to the **‘Owner’**.
- viii) **“CTE”** means Chief Technical Examiner.

- ix) **“CVC”** means Central Vigilance Commission, Government of India.
- x) **“CAG”** means Comptroller and Auditor General, Government of India.
- xi) **“EPC”** means Engineering, procurement and Construction mode.
- xii) **“NITS”** means National Institute of Technology Sikkim.
- xiii) **“HEFA”** means Higher Education Financing Agency.
- xiv) **“MoE”** means Ministry of Education.
- xv) **“Applicant/Bidder/Tenderer”** can be used interchangeably and shall have the same meaning. Similarly, Tender/Bid also shall have same meaning.

5) Project Background:

NIT Sikkim is one of the 31 NITs established in India to impart high quality Technical Education and has been declared an Institute of National Importance by the Government of India. It is an autonomous institute and functions under the aegis of the Ministry of Education (Shiksha Mantrayala), Government of India.

National Institute of Technology Sikkim was established by the Government of India under the 11th Five-year Plan, 2009. NIT Sikkim started functioning from a temporary campus at Ravangla, South Sikkim in August 2010. NIT Sikkim offers a 4-year Bachelor of Technology (B.Tech.) programme in various engineering fields, as well as a 2-year Master of Technology (M.Tech.) and Master of Science (M.Sc.) programmes and Ph.D. Programmes. Admission to undergraduate programmes is taken through JEE (Main). Admission to the postgraduate courses is through the GATE/JAM for M.Tech. and M.Sc.

The Government of Sikkim has handed over the site for the permanent campus of NIT Sikkim as approximately 100 acres of land situated at Dung Dung, Khamdong, Gangtok District East Sikkim.

The site is located near the NHPC hydel power project on the river Teesta. The nearest town from the site is Singtam, East Sikkim. The nearest airport from the site is Pakyong Airport which is at a distance of 45 Kms approx. However, the fully functional airport which is nearest from the site is Bagdogra in West Bengal which is at a distance of 108 kms. The nearest railway station is New Jalpaiguri Railway Station which is at a distance of 104 kms. The site is connected to the nearest highway by a State PWD road.

NBCC India Ltd a Navratna PSU has been appointed as the PMC for the project. The site has been handed over to the PMC and the PMC has appointed the Contractor for the construction of campus as envisaged in the DPR with a total builtup area of 94500 Sq Mtr. at a project cost of 461.61 Cr. and 10.12 Cr. for boundary wall.

The TPQA shall be engaged for overall construction work for a period till completion i.e 31st Dec 2026 or Completion Date whichever is Later.

Description of Site: Area- 100 Acres (Approx.); only an area of 50 acres approx. is to be developed, Location Coordinates- 27°16'34" N, 88°27'32" E, Dung Dung, Khamdong, East Sikkim.

6) Scope of Work of TQPA Agency:

- (i) Preparation and submission of Quality Control (QC) / Quality Assurance (QA) Plan as per CPWD quality assurance manual 2024 and considering all the

- provisions of CPWD Works Manual Para 1 of SOP 7/2 and 7/3 (iii) including methodology to be adopted for the QA & QC for the building construction including services like MEP, Firefighting & road work, water supply system, solid waste management system, external developments, Sewerage system etc. included in the project and get it approved from NIT SIKKIM and ensure implementation of the approved plan by day-to-day site inspection, checking / witnessing quality of material and workmanship as per specifications, checking with drawings, initiating corrective actions to ensure the quality targets for the project as per the relevant terms and conditions of the contractor's agreement.
- (ii) TPQA agency will ensure that the site is equipped with necessary documents like copy of agreement, Contract specifications, CPWD specifications, BIS Code, Guard File containing Inspection reports, list of approved manufactures, tools for checking quality of work & testing facilities and calibration reports of equipment being used in field lab. The TPQA Agency shall comply with the latest CPWD Quality Assurance Manual, CPWD manuals, SOPs issued by the CPWD. The report shall be as per the annexures mentioned in the manuals.
 - (iii) TPQA agency will ensure that the site records like inspection register, cement register, test register & site order book etc. are being maintained in prescribed forms and under continuous watch of higher officers. TPQA agency shall carry out random audit of materials received at site and give feedback.
 - (iv) TPQA agency will ensure specific control on various processes of execution by controlling various factors such as testing of material & developing check list of important items of work.
 - (v) Inspection of work during execution for two factors.
 - (a) Materials Aspect: Quality & Testing of material keeping in view the requirement of contract specifications, BIS Marked/ Project Management Consultant (PMC i.e., NBCC (India) Ltd.) approved products. The agency shall conduct independently at least 10% tests of the total tests as required as per mandatory tests/ contract specifications/ BIS/IRC/MORTH requirements.
 - (b) Workmanship Aspects: - To ensure execution of work with sound engineering practice and lay down procedures as per NBC 2016 code and related guidelines.
 - (c) The above-mentioned aspects are to be prepared as per the check list proforma enclosed with this document.
 - (vi) TPQA agency will ensure that all the tests should be conducted as detailed in QA plan.
 - (vii) TPQA Agency shall witness the calibration of site laboratory equipment's installed at the site.
 - (viii) TPQA agency will ensure that tests should be carried out in field lab or outside approved lab as per provisions of the agreement.
 - (ix) Review of manufacturing test certificates for brought out items / materials on site. TPQA also check the test procedure carried out at site.

- (x) TPQA will witness Pre-commissioning test of various Electrical equipment's as per relevant norms/ as defined in CPWD QA Manual/local norms and to submit report. The test equipment's required for such test shall be provided by the NBCC/contractor.
- (xi) TPQA will do visual and dimensional check, Performance test/material testing, inspection of line/level of finished items like RCC, flooring, plastering, wood work, etc.
- (xii) The TPQA shall be responsible for accuracy of service provided by them. The advice and/or opinion, if any, provided shall be with documentary proof of standards/laws/codes etc.
- (xiii) TPQA agency shall check and certify the quality of the work and monitor the compliance of removal of defects, pointed out during inspection, before completion of the work.
- (xiv) TPQA agency shall also recommend for reduction of rate in case of substandard work.
- (xv) TPQA agency shall mention the details of defective work in inspection report, to be dismantled by execution agency.
- (xvi) TPQA shall mention details of defective material, brought at site, which is to be removed from the site immediately in inspection report by analyzing the test results and furnish their observations on quality of construction materials.
- (xvii) The TPQA agency shall report quality control test results and suggestions regarding remedial measures, if any, from time to time.
- (xviii) Communicating to various stakeholders including NIT SIKKIM and PMC about the deviation in the quality of work and to suggest and follow-up of corrective actions. Escalation of delays and non-conformity when corrective actions became overdue.
- (xix) Documentation of various tests carried out for each activity during execution and commissioning and reporting to NIT SIKKIM.
- (xx) Prepare presentations indicating quality and safety issues for review meetings with various stakeholders of the project.
- (xxi) The TPQA agency shall check and report the commissioning of items in the project according to the approved drawings and specifications before issue of Completion Certificate.
- (xxii) TPQA will inspect the work as and when required, at least once in three months. Further, the inspection is to be planned in such a way that the pre- requisite formalities such as testing of material and approval of resource plan for materials and labor is carried out well in advance so that work may be progressed as per milestone fixed in the agreement. Site inspection and periodic plant inspection where different construction materials being produced.
- (xxiii) Attendance in project review meetings as and when needed.
- (xxiv) Checking of as-built drawings for the buildings and services provided by the

contractor/PMC and ensure all the drawings are verified and certified and given to NIT Sikkim.

- (xxv) Any other monitoring and reporting details not mentioned above but required for satisfactory completion of the project.
- (xxvi) Furnishing clearance in the prescribed checklist form to execute each activity after due check.
- (xxvii) Assisting NIT SIKKIM in taking over the project after completion by preparing the necessary reports including snag list, final drawings/Layout of all buildings, MEP, Site Development, etc. Physical verification of inventory list & checking of commissioning reports that are needed for the satisfactory handing over.
- (xxviii) The TPQA agency shall assure that the execution of the works is as per the approved architectural plans, master plan, structural drawings, MEP services and drawings, Low Voltage System, landscaping and horticulture etc. It includes quality assurance of all related works pertaining to the project.
- (xxix) The TPQA agency shall intimate the **OWNER** for representation during conduction of major tests/checks/commissioning or during major rectification of faulty structures as suggested by the TPQA agency.

7) The tentative Area Statement / Project Description and Building Plan:

Area Statement for Academic/Admin/Library/Labs/ Workshop			
S. No	Building	Area (Sq.Mtr)	Number of Storeys
1	Administrative Block	1870.72	G+3
2	Academic Block	1994.71	G+3
3	Library Building	2468.96	G+3
4	Lecture Complex	5682.60	G+3
5	Department of Chemistry & HSS	2848.95	G+4
6	Department of Physics & Maths	2858.60	G+4
7	Department of EEE	3024.32	G+4
8	Department of ECE	3024.32	G+4
9	Department of Mechanical Engineering	2996.63	G+4
10	Department of Civil Engineering	2997.00	G+4
11	Department of CSE	2667.00	G+4
12	Department of ICT	2600.00	G+4
13	Workshops (4 Nos.)	856.05	Ground
14	Estate Store & Purchase Block	814.10	G+1
Total Area		36703.96	

Area Statement for Residential Area-Hostel/Faculty/Staff Quarters			
S. No	Building	Area (Sq.Mtr)	Number of Storeys
1	Double Sharing Boys Hostel with Boys Hostel Mess for 4th year UG, PG and PhD students (capacity of 360 students) & Triple Sharing Boys Hostel For 2nd and 3rd Year (capacity of 390 students)	13291	G+4
2	Triple Sharing 1st year Boys Hostel (capacity of 195 students) with mess and recreational	4106.40	G+3
3	Girls Hostel Mess (common) & UG, PG and PhD Girl's Hostel (Triple Sharing block with 195 student's capacity and double sharing block with 120 student capacity)	5960	G+3
4	Type C Quarters – 24 Nos. Unit area - 154.72 Sq.m. Core area – 40.25 sq.m.	4152.00	G + 3
5	Type E Quarters – 72 Nos. Unit area – 135.16 Sq.m. Core area – 42.90 sq.m.	9840.00 / 926.00	G+3 / G+2
6	Type F Quarters – 36 Nos. Unit area – 89.56 Sq.m. Core area – 43.21 sq.m.	3896.40	G + 2
7	Director's Bungalow Unit – 364.5 Sq. m. Servant area – 24.33 sq.m. Garage + Guard – 31.17 sq.m.	420	G+1
8	Transit Hostel (20 rooms)	1411.0	G+2
Total Area		44063	

Area Statement for Sports Facility & Common Facilities			
S. No.	Building/Facilities	Area (Sq.Mtr)	Number of Storeys
1	Student Activity Center (SAC)	3456.85	G+2
2	Health Center	328.12	Ground
3	Sports & Recreation Center for Faculty & Staff	365.00	Ground

4	Guest House	1555.5	G+2
5	Canteen	487	Ground
6	Convention Center	1000	Ground
7	Outdoor Playground	2836	
8	Open Air Theatre	1000	
	Total Area	11028.5	
Gate and Guard Room (02 Nos)		90	
Service Block and utilities		750	
Miscellaneous Area		1864	
Grand Total Area		94500 Sq Mtrs	

The area and the number of storeys is indicative and may vary with Institute requirements, soil and other conditions. However, norms of the Institute/MoE have to be complied.

The scope includes Development Works like Retaining Walls, Road Network, drainage systems, water supply systems, electrical works and installations, testing commissioning of MEP services, drainage systems, Jhora Training and its discharge calculation check, landscaping, horticulture, façade, exterior works, plinth protection, all systems necessary as per statutory requirements/CPWD, etc.

Additional Conditions:

- (i) The services shall neither be sub-contracted nor shall be transferred to any third party through any mode of authorization. In such situation the NIT shall be free to impose penalty/cancel order/ and any loss incurred by NIT Sikkim shall be payable by the TPQA Agency.
- (ii) The agency whose proposal is accepted shall comply with the provisions of all Acts, Statutes, Rules, Regulations etc. of the Central and State Government/ Local body and applicable codes as the case may be and as may be applicable in this case and if necessary, get himself duly registered as required by the said Acts, Statues, Rules, Regulations etc.
- (iii) All taxes and duties which are to be deducted as per Govt. Rules shall be deducted from the bills.
- (iv) The amount quoted in the financial proposal shall be inclusive of all charges, levies and nothing extra towards levies, travel and stay or any other claim shall be payable as quoted in **ANNEXURE-V**.
- (v) The drawings, all other documents, data and communications pertaining to the project should not be published, disclosed and communicated to any other person without the written permission of NIT SIKKIM.
- (vi) If the duration of the project extends beyond the stipulated duration, the duration of the TPQA contract shall automatically be extended till the completion of the project and no extra payment shall be admissible for the extended period.

- (vii) Space required for working at the site will be made available by the PMC. The necessary Tools & Plants and stationaries will be arranged by the TPQA agency.
- (viii) The TPQA agency shall submit the details of the previous work done and organizations details as per **ANNEXURE- II & IV**.

The appointed agency shall provide their services as TPQA till the completion of the project.

8) Submission of Proposal:

Proposal to be submitted by the date mentioned in this document along with the **ANNEXURE-I**.

The Agency (TPQA) charges all-inclusive but excluding GST for Services shall be quoted in terms of Fee both in figure and in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid extra in **ANNEXURE-V**.

9) Memorandum of Understanding (MOU)

The MOU between TPQA and Owner will be executed with mutually agreed terms and conditions. However, the minimum requirements of CPWD Manuals, GFR 2017 and other related GOI directions for such project shall be complied with.

10) Quality Assurance

- (i) The proposed work is a prestigious project and quality of work is of paramount importance. The TPQA agency shall have to engage well-experienced technical manpower to execute/supervise the work as per QA/QC plan.
- (ii) The TPQA agency shall ensure quality construction and any sub- standard material/work shall be summarily rejected and immediately intimated to NIT SIKKIM and PMC.
- (iii) In addition to the supervision of work by PMC Engineers, the TPQA agency shall also be carrying out regular and periodic inspection of the ongoing activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them shall be informed to PMC for rectification. The same shall also be informed to the Institute.
- (iv) The TPQA shall also ensure that the defects/discrepancies are removed/ rectified timely by the contractor/PMC.

11) Documentation

- (i) The TPQA agency shall report and record each observation communicated in writing/verbally by NITSIKKIM.
- (ii) The observation to be forwarded elaborating the non-conformities, risk cause and suitable remedial measure.
- (iii) Quality Assurance report to be submitted to NIT SIKKIM in digital as well as hard copy mode as per approved QA plan consisting of observation, compliance status, delay deviation, bottle-neck in progress, etc.,

- (iv) The reports submission and checklists shall comply with the latest CPWD Quality Assurance Manual, CPWD manuals and SOPs issued by CPWD in addition to the attached checklist in **ANNEXURE-III**.
- (v) Any other documentation as required by norms of CPWD/GoI or mentioned in this document.

12) Performance of Services

- (i) The TPQA Agency shall perform the services in accordance with this Contract and the latest revisions and innovation practicable and consistent with the engineering and design of the project and the time schedule, provided that such revisions and innovations are commercially proven as of the date hereof.
- (ii) If any service, function or responsibility not specifically described in the scope of services are inherent, necessary or customary part of the services, they shall be deemed to be included within the scope of the services to be performed.
- (iii) TPQA Agency shall be responsible for providing the facilities, personnel/manpower, equipment, software and other items and resources as may be necessary to complete the services.
- (iv) The TPQA Agency shall not be entitled to claim any cost of whatsoever nature due to such expense and implied amendment of the scope of services of the TPQA Agency.

13) Conflict of Interest

- (i) The TPQA Agency and his employee/personnel shall not receive any kind of remuneration/gratification in connection with the Project from any direct/indirect stakeholder in the project except as provided for in this Document.
- (ii) The TPQA Agency shall not engage in any activity or provide service to any other third party, involved directly or indirectly in the project which might conflict with the interests of the NIT Sikkim under this Document.

14) TPQA Representative

- (i) TPQA Agency shall nominate/depute only qualified and experienced manpower person as its Representative who shall be a contact person between Institute and TPQA agency for the performance of the Contract.
- (ii) On acceptance of the services, the name of the authorized representative(s) of the TPQA Agency shall be intimated to the Institute within 07 days of issue date of Letter of Award (LOA)/ Letter of Intent (LOI) by NIT Sikkim.
- (iii) The representative shall be empowered/entitled to act on behalf of TPQA Agency with respect to any decisions to be made under the Contract. All instructions, notices, decisions, approvals, orders, certificates, and all other communications under the Contract shall be communicated to the Representative of the TPQA Agency and vice versa.

15) Indemnification

The TPQA Agency shall fully indemnify, and save harmless NIT Sikkim from and against any claims arising out of or in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/or arising from all claim, demand, losses, liability, action, proceedings, cost or expense of every kind and nature relating to such loss or damage with respect to:

- (i) Failure of the TPQA Agency, or its professionals to comply with Applicable Laws and applicable permits, and Good Industry Practices.
- (ii) Failure of the TPQA Agency to perform its obligations in accordance with and as envisaged in the Contract/GoI norms.
- (iii) Breach of copyright, patent or other intellectual property rights by the TPQA Agency, Negligence or Willful Misconduct by the TPQA Agency.
- (iv) Personal injury including death or disease to any person employed by TPQA Agency arising from or related to the performance of the Contract;
- (v) Personal injury including death or disease or loss of or damage to the property of any third party arising from or relating to the performance of Contract except to the extent that any such injury, loss or damage is not caused by the Gross Negligence or Willful Misconduct of Institute.
- (vi) Failure of the TPQA Agency to make payments of taxes relating to the TPQA income or other taxes required to be paid by the TPQA Agency pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract.

16) PAYMENT TERMS & RELEASE OF FUNDS

- (i) The payment for the TPQA services will be made once in three months as per the rate quoted in the financial proposal and as per actual % physical progress of the work as certified by the PMC in proportionate basis. The fee quoted shall be payable proportionate to the physical progress from which the agreement comes in force.
- (ii) The TPQA's fee or the quoted charges is exclusive of GST but inclusive of all other taxes and fees, levies etc.
- (iii) The TPQA Agency fee is inclusive of all out-of-pocket expenses like travelling, lodging, boarding, local travel etc.
- (iv) The payment will be made to the TPQA Agency, after deduction of tax at source/ withholding tax/other tax, etc. as per the provisions of Income Tax Act 1961 or GST Act as applicable. However, while raising invoices, the amount shall be bifurcated to show Goods and Services Tax (GST) component separately.
- (v) The price shall be quoted in INR, all invoices should be raised in INR and all the payment would be made to the TPQA Agency in INR only.
- (vi) The running and final bill payment will be made to the TPQA after submission of bill by TPQA on proportionate basis to the physical progress of the work as certified by the PMC and NIT Sikkim authorities.
- (vii) The TPQA Agency shall not be entitled to claim any price escalation or

compensation for idle time for any reason whatsoever.

- (viii) Advance of up to 20 % in two of more installments of the quoted fees may be payable upon request in this regard. However, the same shall be paid only on submission of bank Guarantee of equivalent amount. The advance shall be adjusted in the final bill of the agency. The bank guarantee shall remain valid till such completion of the work/all obligations under the project.
- (ix) 5% of the invoice value of the TPQA during the period shall be deducted from the agency fee for not carrying out inspection and preparation required for the work in a timely manner.

17) Liability

- (i) TPQA Agency shall carry out the Services in conformity with good industry Practices and prescribed standards of engineering to the satisfaction of the Institute.
- (ii) Notwithstanding anything contained in this Contract, TPQA Agency shall be liable to indemnify losses and damages suffered / sustained by Institute on account of or arising out of any omission or negligence on the part of the TPQA Agency.

18) Settlement of Disputes:

- (i) The parties shall use their best efforts amicably for all disputes arising out of or in connection with the contract or the interpretation thereof. Director, NIT Sikkim will be the chairman for settling the disputes amicably. If the same is not settled within Thirty days, the disputes settlement shall be done by the sole arbitrator to be appointed by the Director in consultation with the Chairman, BoG/ BoG of NIT Sikkim who will decide the case in accordance with and as per the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force and proceedings of such arbitration shall be held in NIT Sikkim. In case of non-settlement, the concerned Courts in Sikkim shall have the jurisdiction over the dispute.
- (ii) As dispute resolution mechanism for implementation of the provisions of this contract, at the first instance the issues involved shall be brought before the “OWNER” by authorized representative of ‘TPQA’ for resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be escalated to higher level in “OWNER” and ‘TPQA’, which shall be above the level of Authorized representative in the respective organizations. The concerned parties shall place the matter comprehensively before the Dispute Resolution Committee and final Minutes are recorded accordingly.
- (iii) ‘TPQA’ shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum cost and time in hassle free environment.
- (iv) ‘TPQA’ shall be responsible for defending all Arbitration and Court Cases arising out of execution till the works and examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in ‘TPQA’ 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.

- (v) 'TPQA' 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 "OWNER". Providing all work-related information promptly to "OWNER" for replying to Parliament Questions, RTI, queries from various Constitutional & Statutory Authorities.

19) FORCE MAJEURE

TPQA shall not be considered in default if delay in completion of work occurs due to causes beyond its control including but not limited to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The TPQA shall notify 'OWNER' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure. However, no extra payment shall be applicable/paid by the OWNER even in such cases also.

Suitable force majeure clause shall be incorporated in all the agreement entered into by the TPQA with the contractors/ agencies.

20) Jurisdiction

Any dispute on the above contract shall be under the jurisdiction of courts in Sikkim/Delhi only.

LETTER OF TRANSMITTAL

From:
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To,

The Registrar,
NIT Sikkim
Ravangla, Dist. – Namchi
Sikkim – 737139.

Sub: Proposal for Third Party Quality Assurance (TPQA) work of permanent campus of NIT Sikkim under construction at Dung Dung, Khamdong, East Sikkim.

Sir,
Having examined the details given in the RFP document for the above work, I / We hereby submit the proposal. I/We hereby agree with the terms & conditions etc. mentioned in the RFP document and will sign the MoU/ contract as provided by the NIT Sikkim within 7 days.

Yours faithfully,

(Signature)
Name and Designation of authorized person:

complete address of Organization)

(Please affix seal)

DETAILS ABOUT AGENCY

S. No.	Particulars	Details
1.	Full name of the Institution (In capital letters)	
2	Full address of the Institution	
3	(a) Telephone No: (b) Email ID:	
4	Names and details of the Authorized Signatory of the RFP/Bid (Name, Designation, Address, contact telephone Number, Mobile number, Email ID)	
5	PAN	
6	TAN	
8	Corporate Identification Number (CIN)/ Firm Registration Number (FRN)/ Any Other Registration	
9	Date of incorporation and number of years of experience in relevant area	
10	Relevant experience of TPQA for works above 250 crores. Yes /NO	
11	GST registration No.	

Note: Attach attested copies of all the documents in support of above-mentioned points.

I hereby certify that the above-mentioned particulars are true and correct. If any fact/information is found incorrect/misleading, the bid shall be rejected, and the bidder is liable for legal action.

(Signature of Authorized Signatory.
Name of Authorized Signatory)

TPQA CHECKLIST PROFORMA

1.0	Particulars of Work	
1.1	(a) Name of work	
	(b) Description of work	
1.2	Agency/Contractor	
	Name	
1.3	Agreement No.	
1.4	Stipulated date of start	
1.5	Stipulated date of completion	
1.6	(a) Estimated cost put to tender	
	(b) Schedule of rates applicable	
1.7	Accepted Proposal cost with overall percentage of ECPT	
1.8	Percentage progress at time of inspection vis-a-vis expected as per contract and reasons for delay, if any:	
1.9	Inspecting officers (Name & Designation)	
1.10	Officers and contractor present during inspection (Name & Designation)	
1.11	Date of Inspection and Number	
2.0	Quality Control aids:	
2.1	Is site equipped with	
	(a) Copy of agreement	
	(c) Provision of QAP in agreement? Whether approved QAP is available on site?	
	(d) List of ISI marked /approved materials to be used:	
	(e) Guard File containing inspection reports of CTE/ Engineer Incharge etc.	
	(f) Testing facilities to check conformations to acceptance criteria	
	(g) QACW Circulars on Quality Control	
2.2	Is field laboratory existing and well equipped?	
3.0	Departmental procedure aspects:	
3.1	Maintenance of Inspection register	
3.2	Highlights of inspection by ED Engg/ZIC/AGM requiring compliance	

3.3	Are Test Registers maintained in standard forms?	
3.4	Are test Register reviewed by ED Engg/ZIC/AGM with dates?	
3.5	Cement Register:	
	(a) Is cement store checked by ZIC/AGM periodically as stipulated?	
	(b) Comment on cement stock with reference to cement register:	
3.6	Site Order Book and Schedule of defects:	
	(a) Is Site Order Book Properly maintained?	
	(b) Is the Site Order Book reviewed by ZIC/AGM/DGM. (Mention details)	
	(c) Have timely notices been issued to the contractor with the schedule of defects/damages and date of compliance? In case of failure to rectify defects/damages whether action under clause 14/17 initiated?	
4.0	Process control aspects:	
4.1	Is soil investigation done? (Give brief details)	
4.2	Suitability of water for construction	
	(a) What is the source of water?	
	(b) Has water been tested and approved by Engineer-in-Charge before construction?	
	(c) Has water been tested subsequently (i.e after every 3 months) and found fit for use in works?	
4.3	Are 10% (25% for concrete) of all samples for testing taken in presence Engineer In charge.	
4.4	Are all mandatory tests carried out at stipulated frequency?	
4.5	Are materials approved by Engineer-in-Charge? If so, are samples available at site?	
4.6	Are sample units/items completed and approved by NIT SIKKIM before start of mass finishing work?	
4.7	Specific control on RCC work like centering /shuttering, design mix concrete/RMC, checking of slump and filling of cubs, placing/ compaction with vibrators:	

4.8	Any other particular comments on adequacy of process control:	
5.0	Site Inspection	
5.1	Observations and comments on QAP (Quality Assurance Plan) Quality Control system in place: Attach separate sheet, if required.	
5.2	Observations on floors slope (especially in Bath, WC, Kitchen, Terrace, Balcony etc.)	
5.3	Observation on QC for dampness/ leakages prevention. If dampness /leakages noticed, then state locations and probable reasons.	
5.4	Samples collected by QC Core/Cell	
6.0	Observations on site material QC aspects. (Keeping in view the requirement of contract specifications BIS marked / approved products etc.) (Attach separate sheet, if required)	
6.1	Observations	
7.0	Observations on workmanship QC aspects. (Attach separate sheet, if required)	

- *The checklist attached is for reference. The TPQA Agency shall ensure that the checklist should be as per QA/QC plan and CPWD Quality Assurance Manual.*

(ANNEXURE - IV)

DETAILS OF TPQA PROJECTS EXECUTED DURING LAST FIVE YEARS

S. No.	Name of owner Department	Name of project	Exact location On site of the project	Approved cost of project (in lakhs)	Date of commencement of project	Timeline fixed For completion	Actual date of Completion	Final cost Of project (in lakhs)	Is there any dispute/ Legal Case/ Arbitration case pending in Respect of the project	Remarks
1										
2										
3										
4										
5										
6										
7										

(Signature of Authorized Signatory.

Name of Authorized Signatory)

(PSU Stamp)

(Seal & Signature of the Bidder)

FINANCIAL BID
(On the Letter Head of the Bidder)

From:

.....

.....

To,

The Registrar,
NIT Sikkim
Ravangla, Dist. – Namchi
Sikkim – 737139.

Sub: Financial Bid for the Third-Party Quality Assurance services (TPQA) for construction of the permanent campus of NIT Sikkim at Dung Dung, Khamdong, East Sikkim.

Dear Sir,

In response to bid document for the above work, we hereby quote our Fee in Rupees toward Third Party Quality Assurance as per the scope of work given in the RFP document as under:

S. No.	Particulars	In Figure	In Words
1	Amount of Fee for the Third Party Quality Assurance (TPQA) work of permanent campus under construction of NIT Sikkim at Dung Dung, Khamdong, Gangtok District (Till Project Completion in all respects)		

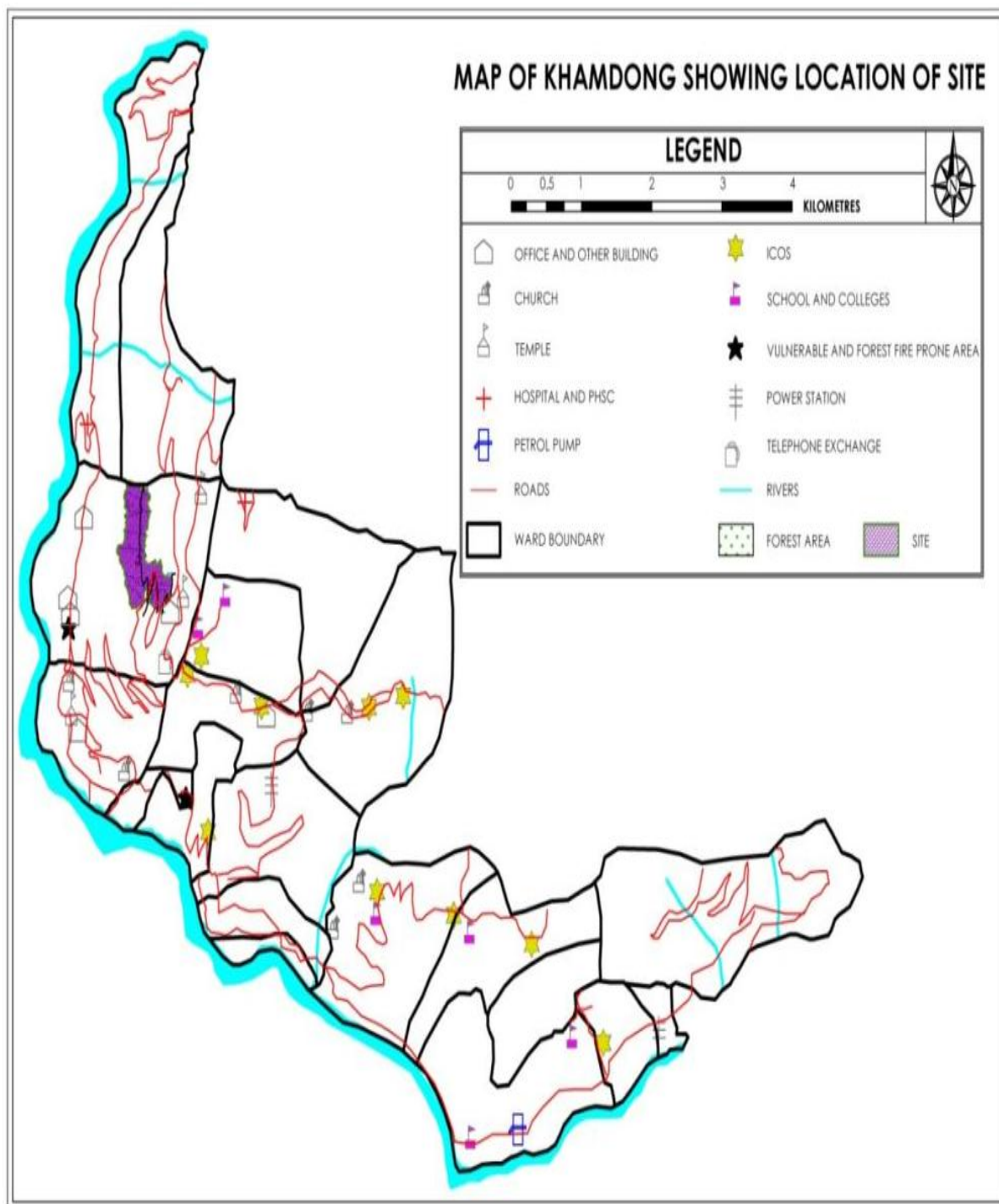
Note:

Fee (Agency Charges) is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.

(Signature of Authorized Signatory.

Name of Authorized Signatory)

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Site Location of NIT Sikkim at Khamdong, Gangtok

END OF THE DOCUMENT