

DETAILS OF CONTRACT ENTERED INTO INCLUDING NAME OF THE CONTRACTOR, AMOUNT OF CONTRACT AND PERIOD OF COMPLETION OF CONTRACT

Sl. No	Name of Contractor	Name of Work	Amount of Contract	Period of Completion
1	M/s CEM India Private Limited (<i>formerly ITD Cementation India Limited</i>)	Additional Essential Civil Works at Yangang Campus of Sikkim University comprising: (i) Construction of Temporary-Type Shops/Kiosks (8 Nos.), and (ii) Provision of Structural Steel Slab in Teaching Laboratory	₹1.38 Crore	Date of Work Order: 27.03.2026 Date of Commencement: Within 8 days from issue of Work Order, i.e. by 04.04.2026 Completion Period: 60 days from the date of issue of Work Order



6 माइल, सामदुर, तादोंग -737102
गंगटोक, सिक्किम, भारत
फोन-03592-251212, 251415, 251656
टेलीफैक्स -251067
वेबसाइट - www.cus.ac.in

6th Mile, Samdur, Tadong -737102
Gangtok, Sikkim, India
Ph. 03592-251212, 251415, 251656
Telefax: 251067
Website: www.cus.ac.in

सिक्किम विश्वविद्यालय SIKKIM UNIVERSITY

(भारत के संसद के अधिनियम द्वारा वर्ष 2007 में स्थापित और नैक (एनएएसी) द्वारा वर्ष 2015 में प्रत्यायित केंद्रीय विश्वविद्यालय)
(A central university established by an Act of Parliament of India in 2007 and accredited by NAAC in 2015)

SU/REG/ENGG/F2/01/2018/Vol-1/PF-II/ 02

Date: 27.03.2026

To,
The Project Manager,
M/s CEM India Private Limited
(Formerly ITD Cementation India Limited)
EPC Contractor,
Sikkim University – Yangang Campus Project,
Sikkim.

SUBJECT: Award of Additional Essential Civil Works at Yangang Campus of Sikkim University – Issue of Work Order – Regarding

REFERENCES:

Ref. No.	Description
1.	HSCL Letter No. HSCL/GM(ENGG)/SU/PMS/2026/302 dated 26.03.2026
2.	Undertaking submitted by M/s CEM India Project Ltd. dated 27.03.2026

Dear Sir

With reference to the above and in continuation of the existing EPC Contract awarded to your firm for the "Construction of Various Buildings for Sikkim University – Package II and Finishing Works of Package I at Yangang, Sikkim", the University is pleased to issue this Work Order for the execution of the following Additional Essential Civil Works at the Yangang Campus.

This Work Order is issued based on:

- Recommendation of the Authority Engineer, M/s Hindustan Steelworks Construction Limited (HSCL), a Government of India Undertaking and Subsidiary of NBCC (India) Limited, vide their letter dated 26.03.2026;
- Undertakings duly furnished by your firm as per directions of the IEM.

PART – I: SCOPE OF WORK & AWARDED VALUE

The following additional works shall be executed by the Contractor at the Yangang Campus of Sikkim University:

Sl. No.	Description of Work	Quantity	Awarded Amount
1	Construction of Temporary-Type Shops / Kiosks as per specification and drawing	8 Nos.	Rs. 0.58 Crore
2	Provision of Structural Steel Slab in Teaching Laboratory as per specification and drawing	84.04 sq.m.	Rs. 0.80 Crore
	Total Awarded Value		Rs. 1.38 Crore

(Amount in Words: Rupees One Crore and Thirty-Eight Lakhs Only)

PART – II: TIME SCHEDULE

2.1 Commencement & Completion

Milestone	Stipulation
Date of Issue of Work Order	27.03.2026
Date of Commencement of Work	Within 08 (eight) days from the date of issue of this Work Order i.e. by 04.04.2026
Period of Completion	60 (Sixty) days from the date of issue of this Work Order

2.2 Milestone Schedule

Milestone	Description	Target Date
M-1	Mobilization, site setup and commencement of work	By 06.04.2026
M-2	Completion of foundation & substructure for Shops/Kiosks	By 16.04.2026
M-3	Completion of superstructure of Shops/Kiosks (8 Nos.)	By 05.05.2026
M-4	Completion of Structural Steel Slab in Teaching Laboratory	By 15.05.2026
M-5	Finishing works, site clearance & handing over of both works	By 28.05.2026

Note: Time is of the essence of this Work Order. The Contractor shall strictly adhere to all milestones. Non-achievement of any milestone without valid written justification shall be treated as a precursor to delay and may attract penalty.

PART – III: DEFECT LIABILITY PERIOD (DLP)

3.1 Duration

The Defect Liability Period (DLP) for all works executed under this Work Order shall be: 365 (Three Hundred and Sixty-Five) Days from the date of satisfactory completion and handing over of the works, as certified by the Authority Engineer, M/s HSCL, who is supervising work on behalf of Sikkim University.

(DLP Commencement: From date of Completion Certificate | DLP Expiry: 365 days thereafter)

3.2 Obligations During DLP

During the Defect Liability Period, the Contractor shall:

- Rectify, repair, or replace any defects, shrinkages, imperfections, or faults appearing in the works at no additional cost to the University, within 07 (Seven) days of receipt of written notice;
- In case of structural safety concerns or emergency situations, attend to the defect within 24 hours of intimation;
- Failure to rectify defects within the stipulated time shall authorize the University to get the rectification carried out through any other agency at the risk and cost of the Contractor;
- The Security Amount / withheld funds shall not be released until satisfactory expiry of the full Defect Liability Period and issuance of No Defect Certificate by the University.

PART – IV: WARRANTY

4.1 Coverage of Warranty

The warranty for all works executed under this Work Order, including materials, structural components, fabrication, and workmanship, shall be covered under and subsumed within the ongoing Performance / Work Liability already available with the University against the existing main EPC Contract awarded to M/s CEM India Pvt. Ltd. *(Formerly ITD Cementation India Ltd.)*.

4.2 Scope of Warranty

- Warranty shall cover structural integrity, workmanship quality, material performance, and overall execution of the additional works;
- Any defect or failure attributable to poor workmanship or sub-standard materials shall be rectified at no cost to the University, as covered under the existing warranty liability of the main contract;
- No separate warranty bond or bank guarantee shall be required from the Contractor exclusively for this Work Order, as the warranty obligation is subsumed under the ongoing work liability;
- The University reserves the right to invoke the warranty liability and recover costs from the Contractor's pending dues, EMD, or Security Deposit in the event of non-compliance.

PART – V: PENALTY CLAUSE

5.1 Liquidated Damages for Delay

The Contractor has agreed and submitted an Undertaking confirming acceptance of the penalty clause. In the event of failure to complete the works within the stipulated competition date of 03.06.2026, a proportionate Standard Penalty shall be levied as follows:

Penalty=0.5% of the total Awarded Work Order Value per week of delay
Penalty=0.5 % of the total Awarded Work Order Value per week of delay, subjected to maximum of 10% of contract value for this work.

Particulars	Amount
Total Work Order Value	Rs. 1.38 Crore
Penalty per week of delay	Rs. 69,000/- (@ 0.5% per week)
Maximum Penalty Cap	Rs. 13,80,000/- (10% of Work Order Value)

5.3 Additional Provisions on Penalty

- Penalty shall be automatically deducted from the Contractor's bills / withheld amount without further notice or reference;
- The Contractor shall not claim extension of time unless a written application is submitted at least 15 days after occurrence of Hindrance with valid, documented, and verifiable reasons;
- Extension of time may be granted without any escalation etc, if any,
- The University reserves the right to terminate this Work Order and arrange completion of balance work through an alternative agency at the risk and cost of the Contractor in case of unreasonable or wilful delay.

PART – VI: FINANCIAL TERMS

6.1 Security Against Released Funds

As a security measure against the funds being released under this Work Order, the University shall retain and withhold an equivalent amount of 5% of Rs. 1.38 Crore from the Contractor's:

- Running Account (RA) Bills payable under the main EPC Contract, and/or
- Any other amounts / dues payable to the Contractor under any other contract with the University

...until the additional works under this Work Order are completed fully and satisfactorily and the 365-day DLP expires without any outstanding defect or liability.

6.2 Statutory Deductions

All statutory deductions including Income Tax (TDS), GST, Labour Cess (BOCW), and any other applicable levies shall be deducted from each bill as per prevailing government rules and regulations.

PART – VII: SUPERVISION & CERTIFICATION

- The Authority Engineer M/s HSCL the works being executed as per IS Codes, BIS Standards, and sound engineering practices;
- No work shall be deemed complete unless certified and accepted by the authorized representative of Sikkim University;
- The Contractor shall provide all facilities for inspection, testing, and measurement as required by the University's representative at no additional cost.

PART – VIII: GENERAL CONDITIONS

1. This Work Order is issued for a separate work for which the bills should be raised separately without merger with original work, since the grant for this work is different;
2. The Contractor shall comply with all Labour Laws, PF, ESI, GST, BOCW Act, and all other applicable statutory requirements throughout the execution period;
3. Zero tolerance for safety violations – the Contractor shall maintain all safety standards as per applicable IS Codes and CPWD Safety Norms at the work site;
4. All materials used shall conform to BIS Standards and be of approved makes as per the approved Material Approval Register of the main contract;
5. The Contractor shall indemnify the University against all claims, liabilities, damages, or losses arising from the execution of these works including third-party claims;
6. Any dispute arising out of this Work Order shall be resolved as per the Dispute Resolution Mechanism stipulated in the main EPC Contract;

For and on behalf of Sikkim University

Signature

Designation

Registrar , Sikkim University

कुलसचिव
Registrar
सिक्किम विश्वविद्यालय
Sikkim University
गंगटोक, Gangtok

Handwritten signature and date: 27/3/20