

time we reserve the right to effect repair or replacement by any other agency and recover charges for repair or replacement from you. This shall be governed by Clause – 15.0 & 17.0 of Section – 3 (GCC) of the Bid Documents.

**16. SUBMISSION OF DRAWINGS, TECHNICAL LITERATURES ETC.**

The Contractor shall submit the drawings & technical literature of equipments in quadruplicate to the Controlling Officer with intimation to CE (Dist. Constn.)-RE.

Approval of Contractor's drawing or work by WBSEDCL shall not relieve the contractor of any of his responsibilities and liabilities under the contract.

**17. TERMINATION OF CONTRACT:**

17.1 WBSEDCL reserves the right to terminate the contract either in part or full due to reasons of non-compliance of stipulated activities on different clauses under this contract. In such an event, WBSEDCL shall give you 15 (Fifteen) days notice in writing of its decision to do so. This will be governed by Clause 44.0, 45.0 and 46.0 of Section – 3 (GCC) of the Bid Documents.

17.2 Issues not covered on the clauses mentioned in this Letter of Award reference shall be drawn to the relevant clauses of the Bid Documents.

**18. PROGRESS REPORT:**

You shall submit monthly progress reports to the Controlling Officer in line with Clause 30.0 of Section – 3 (GCC) of the Bid Documents.

**19. CONTRACT AGREEMENT:**

19.1 Notwithstanding anything stated elsewhere in the Bid Document, this Letter of Award will constitute the formation of the contract, which will be effective from the date of issue of this Letter of Award.

19.2 You shall produce a Contract Agreement as per Annexure-1 in line with Annexure – 8(A) of Section – 6 entitled "Forms of Bid" in 5 (five) sets, copy of which is enclosed with this LOA.

19.3 The Contract will be executed with you by the Controlling Officer on behalf of WBSEDCL.

19.4 The Letter of Award is issued to you in duplicate. You shall return the duplicate copy duly signed and stamped on each page within 7 (seven) days from the date of issue of Letter of Award as a token of your unqualified acceptance to the Chief Engineer (Dist. Const.)-RE.

19.5 The Contract Agreement shall also be produced within 30 days of issue of LOA to the Controlling Officer with intimation to the Chief Engineer (Dist. Const.)-RE.

**20. RESOLUTION OF DISPUTE, ARBITRATION AND LEGAL JURISDICTION:**

This will be governed by Clause 8.0, 19.0, 21.0, 48.0, and 49.0 of Section-3(GCC) of the Bid Documents.

**21. CONSIGNEE, CONTROLLING AND CORRESPONDENCES:**

21.1 **Controlling Officer: The Project Manager, Purba Medinipur & Paschim Medinipur RE Project of WBSEDCL for the respective sub-station.**

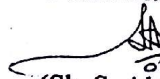
21.2 Consignee Officer: To be intimated by the Controlling Officer

21.3 All correspondences shall be made with the Controlling Officer as above and all documents shall be submitted to him.

Please acknowledge the receipt of the Award and send your unqualified and unequivocal acceptance within 7 (Seven) days of issue of this Letter of Award.

Enclo: 1) Schedule – Supply (3A).

Yours faithfully

  
(Sk. S. Alam)  
Chief Engineer (Dist. Constn.)-RE

  
03/09/13

o/c