

KOLKATA PORT TRUST  
(Kolkata Dock System)

ADMINISTRATION DEPARTMENT

TENDER NO. : ADMN/T/145 Dated 07.01.2016

**NOTICE INVITING TENDER**

**FOR**

**APPOINTMENT OF AGENCY FOR PROVIDING APPLICATION SCREENING  
AND DATA PROCESSING SERVICES**

Last date of submission	Upto 1400 hours on 15.01.2016
Date & time of opening of Techno-commercial bid of Tender	At 1430 hours on 15.01.2016

15, Strand Road,  
Kolkata – 700 001

Price :Rs.100/- (Non-refundable)

Secretary  
Kolkata Port Trust

**KOLKATA PORT TRUST**  
ADMINISTRATION DEPARTMENT

TENDER NOTIFICATON

TENDER NO. : ADMN/T/145 Dated: 07.01.2016

Subject : **Appointment of Agency for providing Application Screening and Data Processing Services**

Sealed tenders in prescribed form are invited from Agencies for providing Application Screening and Data Processing Services for recruitment to different posts Kolkata Dock System (KDS) of Kolkata Port Trust (KoPT).

i)	Tender Document Fee	Rs.100/-
ii)	Earnest Money	Rs. 20,000/-
iii)	Security Deposit	Rs.1,00,000/- or 10% of the contract value, whichever is higher
iv)	Sale of Tender Document	From 07.01.2016 to 15.01.2016 (upto 1300 hrs.) during Office Hours (except Saturdays, Sundays & holidays)
v)	Pre-bid Meeting	At 15.00 hours on 12.01.2016 at Conference Room, KoPT Head Office.
vi)	Last date of submission of Tender	Upto14.00 hours on 15.01.2016.
vii)	Date & time of opening of Techno-commercial bid of Tender	At 1430 hours on 15.01.2016.
viii)	Opening of Price Bid	Tentatively on the same day

Tender document may be obtained from the office of Administration Department at 15, Strand Road, Kolkata – 700 001 on deposition of Rs.100/- in cash, towards the cost of tender document, against application. Alternatively, the prospective tenderers may download the complete tender document from KoPT's website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and in that case, the prospective tenderers would be required to deposit Rs.100/- in the form of cash/ Bank draft/Banker's cheque (in favour of 'Kolkata Port Trust' from any scheduled bank, payable at 'Kolkata') prior to Pre-Bid Meeting. Deposition of the aforesaid amount is mandatory to attend the Pre-Bid Meeting and/or to submit his/their bid, in case the tender document is downloaded from KoPT's website.

The Trustees reserve the right to reject any or all the tenders fully or partly without assigning any reason thereof. KoPT is not bound to accept the lowest tender(s) in part or in full and/or may distribute the contract between two or more Tenderers without assigning any reason.

**Secretary**

**KOLKATA PORT TRUST**  
**ADMINISTRATION DEPARTMENT**  
**15, STRAND ROAD,**  
**KOLKATA – 700 001**

**GENERAL INSTRUCTIONS TO TENDERERS**

Subject : **Tender for Appointment of Agency for providing Application Screening and Data Processing Services.**

Sealed tenders are invited from reputed Agencies for providing Application Screening and Data Processing Services for recruitment to different posts at Kolkata Dock System (KDS) of Kolkata Port Trust (KoPT) in accordance with the conditions of contract.

**2. Pre-Qualification Criteria for Vendors eligibility :**

- i) The agency should be ISO 9001:2008 certified, preferably with ISO 27001 certificate (copy of certificate(s) to be attached).
- ii) In last 5 years the agency must have handled jobs of application screening/examination result processing of 20000 or more candidates on behalf of any State/Central Govt. or PSUs or any Govt. Universities/ Institutes. Self-attested certificate/ documentary evidence in support all such works and successful completion must be attached.
- iii) The agency should have at least 50 persons on roll with reliable credentials to maintain confidentiality while handling work at own site or client's site.
- iv) The agency must possess in its own name not less than 2 OMR Scanners and 2 Digital Document Scanners for processing such jobs on large scale.
- v) The agency should have adequate numbers of computers, printers etc. to carry out the work in the premises of KoPT.
- vi) The agency must have office in Kolkata/ Howrah.
- vii) The server (shared or cloud-based), if used by the Vendor for online application processing, should submit third party SSL certificate for the server.

### 3. **Scope of work :**

#### **I) Processing offline applications within given time frames:**

- a) Preparation of Data-base of the applicant.
- b) Preparation of list of eligible/selected candidates or any other categorized group.
- c) Generation of Admit Cards.
- d) Option for online despatch of Admit Cards and sending bulk SMS to candidates should be available.
- e) Scanning of applications and supporting documents.
- f) Scanning of OMR Sheets and evaluation of exams.
- g) Generate necessary reports, as necessary, like list of disqualified candidates with nature of disqualification etc.
- h) Transfer of Raw data to KoPT for future report generation.
- i) The OMR sheets on 105 GSM A4 size white Maplitho paper are to be designed and supplied by the successful tenderer, along with admit cards in duplicate and window envelopes, after necessary approval of KoPT authority.
- j) Conducting examination of the eligible candidates at appropriate examination venue.

[Preparation of question papers is not within the scope of work]

#### **Time-frame**

- i) Drawing up list of eligible candidates after capturing data from physical applications – 15 days from date of award of work.
- ii) Generation of Admit cards – 2 days from date of clearance from KoPT.
- iii) Drawing up examination results category-wise on the basis of OMR sheets (General/SC/ST/OBC/Combined list) – 5 days from supply of OMR sheets.

#### **II) Processing online applications**

- a) Receiving of applications online with payment gateway for fees.
- b) Preparation of list of eligible/selected candidates or any other categorized group.
- c) Generation of Admit Cards, if necessary,
- d) Online despatch of Admit Cards/Interview letters and sending bulk SMS.
- e) Provision for a 24 Hours Help Desk for necessary information to the applications.
- f) Transfer of Raw data to KoPT for future report generation.
- g) The OMR sheets on 105 GSM A4 size white Maplitho paper are to be designed and supplied by the successful tenderer, along with admit

- cards in duplicate and window envelopes, after necessary approval of KoPT authority.
- h) Conducting online examination of the eligible candidates.

#### **Time-frame**

- i) Deployment/configuration of online portal software for receipt of applications and application fee online – 2 days of receipt of work order.
- ii) Drawing up list of eligible candidates - 3 days from last date of receipt of applications.

#### **4. Earnest Money Deposit:**

Each tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer a sum of Rs.20,000/-, in cash, as Earnest Money and a photocopy of the Treasury Receipt (TR) so obtained, should be submitted alongwith the techno-commercial part of the tender without which no tender will be accepted. Earnest Money may be deposited in the form of cash / Banker's Cheque/draft from any scheduled Bank, drawn in favour of 'Kolkata Port Trust', payable at 'Kolkata', along with the techno-commercial part of the tender.

#### **5. Security Deposit :**

The successful tenderer will have to deposit an amount of Rs.1,00,000/- or 10% of the value of contract as Security Deposit, whichever is higher, by way of Demand Draft / Bankers cheque from a nationalized bank favouring Kolkata Port Trust within 7 days from issue of the formal work order failing which the contract will be treated as cancelled. The successful tenderer however, may opt for conversion of the EMD to Security Deposit and deposit the balance amount by way of Demand Draft /Bankers' cheque within the due date.

#### **6. Refund/adjustment of earnest money deposit :**

The amount of Earnest Money will be refunded to the unsuccessful tenderer(s) without interest, after finalization of the tender (& against surrender of the relevant original TR).

In case of the successful tenderer(s) desire , the Earnest money will be converted into a part of Security Deposit for which a fresh Treasury Receipt will be issued (against surrender of the relevant original TR towards EMD). The successful tenderer having deposited Earnest Money in cash, shall also have to deposit within 7 days from the date of receipt of intimation to this effect, the balance amount of Security Deposit. Delay or failure to deposit Security Deposit within stipulated time will render the tender treated as forfeited and Earnest Money liable to forfeiture by KoPT. The Security Deposit will be retained by KoPT till expiry of the contractual

period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

**7. Validity period of tender :**

The tender shall remain valid for acceptance for a period of 1 (one) month from the date of opening of the price part of the tender. If any tenderer withdraws his/their tender before the aforesaid one month, the Earnest Money deposit will be liable to be forfeited.

**8. Deviation from the conditions of tender :**

It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender documents and that the tenderer shall not stipulate his own terms and conditions in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tender and make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. However, if the tenderer feels that deviation is unavoidable, he should place the same, clause-wise, with justification, in the Pre-Bid meeting. The decision taken during the aforesaid Pre-Bid meeting on the proposed deviations will, however, be binding on the tenderers.

**9. Manner of submission of tender :**

The tender must be submitted in sealed cover superscribed "**Tender for Appointment of Agency for providing Application Screening and Data Processing Services**" and put in the Tender Box bearing the same superscription kept for the purpose, in the office of the Administration Dept. **from 08.01.2016 to 1400 hours of 15.01.2016**. The manner of submission of tenders shall be as detailed below:

- i) The tender must be submitted in two parts, both under separate sealed covers duly superscribed "Price Bid" & "Techno-commercial Bid" and both the sealed covers should be kept within the main sealed cover superscribed "**Tender for Appointment of Agency for providing Application Screening and Data Processing Services**"
- ii) The sealed cover superscribed "**Price Bid**", should contain only the duly signed, stamped & completely filled in Rate Schedule. No condition or conditional rebate should at all be indicated in the Price Bid.
- iii) The sealed cover superscribed "**Techco-commercial Bid**" should contain **self-attested**, legible copies of the following documents:-

- a) Valid & relevant Trade Licence,
- b) Partnership deed in case the tenderer is a partnership firm,  
OR  
Certified copy of Memorandum of Association in case the tenderer is a company,  
OR  
Statement indicating that the tenderer is a proprietorship firm
- c) Documents relating to **audited** (if required, as per relevant Act/Statute of the country) financial position including copies of the Balance Sheet, Profit & Loss Account for last 3 years.
- d) The successful tenderer must have an office in the Kolkata/Howrah, otherwise, his offer may not be accepted. Accordingly, the full address of the contractor's Kolkata Office with the name of the contact officials alongwith the contact telephone Nos., fax Nos., mobile phone Nos., e-mail ID etc. should be furnished in **Appendix 'II'** (enclosed) so that they may be contacted by the KoPT officials/users, as and when required.
- e) A separate forwarding letter indicating **unqualified** acceptance of KoPT's Terms & Conditions in full (format is at **Appendix III**).
- f) Signed & stamped copies of KoPT's Tender Documents (i.e. each page of the tender document needs to be signed & stamped by the tenderer) including cancelled, blank Rate Schedule i.e. without any price.
- g) Copy of the Treasury Receipt issued by KoPT's Financial Adviser & Chief Accounts Officer against Earnest Money Deposit as mentioned in Clause 4 above. In case of downloading the tender document from KoPT's website, Banker's Cheque/Draft may be deposited, in lieu of the TR, as per clause 4 above.
- h) Copy of the Treasury Receipt of Rs.100/- issued by KoPT's Financial Adviser & Chief Accounts Officer towards the cost of tender document.
- i) Supporting documents regarding tenderer's capabilities as mentioned in clause 2 above and their total experience in this field of work as mentioned in Clause 2 above on the date of opening of the Techno-commercial part of the tender should be attached. The decision of the Tender Committee regarding competence of the tenderer within the meaning of this clause, shall be final & binding.
- j) Service Tax Registration Certificate showing 15 digits Service Tax Code No.



- k) Provident Fund Registration Certificate.
- l) Valid document of up-to-date payment of Profession Tax.
- m) Copy of Income Tax Permanent Account Number Card.
- n) Signed & stamped copies of KoPT's Record Note of discussion in the Pre-bid meeting, if circulated (i.e. each page of that document needs to be signed & stamped by the tenderer).

The successful tenderer shall be required to produce the documents as mentioned from (a) to (c) & (g) to (m) above in original, as and when called for by the KoPT officials.

Tenderers may note that non-submission of any of the aforesaid documents / non-fulfilment of any of the aforesaid criteria, might lead to disqualification of their offers.

#### **10. Termination of contract :**

The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors & for such cancellation, KoPT will under no circumstance be liable for any financial repercussion to the contractor:-

- a) Breach of any terms and conditions of contract.
- b) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of KoPT or any inconvenience to the KoPT.

The decision of the Chairman, KoPT to this effect, shall be final & binding on the contractor.

#### **11. Security measure :**

The agency should fulfill and undertake adequate legal security measure for undertaking the job and completing the process of recruitment. The onus of any legal complication due to deviation / breach of security measure will rest on the contractor / agency.

#### **12. Adherence to Acts, Rules & Regulations :**

The tenderer should ensure that all relevant Labour Laws including Workmen Compensation Act, 1923, EPF Act, 1952, Employees' State Insurance Act, 1948, Payment of Wages Act, Gratuity Act, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, 1948, Employees' Liability Act, 1938, ID Act, 1947, etc. with amendments and the modifications thereof are duly complied with. The successful

tenderer shall also keep the Trustees indemnified against any compensation to be paid by KoPT for failure of the agency to comply with relevant Labour Laws and also against any loss/damage/injury/death, etc. arising out of and in course of employment both under Workmen's Compensation Act, 1923 and also Employees' State Insurance Act, 1948.

The contractor shall strictly adhere to all rules and regulations as laid down by the Govt. of India, State Government and Kolkata Port Trust or any other statutory body in respect of execution of the contract.

**13. Penal Clause:**

5% of the value of contract, subject to a maximum of 10% of the contract value shall be deducted per day from the bill for delay per day, in producing targeted result. Service Tax and applicable Cess will be levied on all penalties and deductions.

**14. A. Income Tax :**

Income tax at source will be deducted from the contractor at source, at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or any amendment thereof.

**B. Service Tax, Cess (as applicable)**

Service Tax and Cess, as applicable, shall be paid by the Trustees, on actual basis, as per prevailing rates. As Ko.P.T is not a registered body corporate, it is not liable to pay service tax, cess under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to charge service tax, cess as applicable.

**15. Pre-bid Meeting :**

All Tenderers are advised to attend the Pre-bid meeting at 3.00 PM on 12.01.2016 in order to make themselves fully aware of the work conditions. In the event of non-attendance of the Pre-bid meeting by the Tenderers, it would, however, be presumed that the tenderer has fully considered all factors, risks & contingencies which will have direct & indirect impact on his expenses & profit from the work and no correspondence from the tenderer/contractor in this regard would be entertained. The 'Record Note of Discussion' of the Pre-bid meeting, if circulated, would also be made available in the website of Kolkata Port Trust. Any prospective tenderer may download the 'Record Note of Discussion' of the Pre-bid meeting from the website of Kolkata Port Trust, if circulated, and take necessary action accordingly.

**16. Expense regarding preparation/submission of tender :**

Kolkata Port Trust will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.

**17. Risk Purchase :**

Without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of Damage as in clause 3 above, from any money due or likely to become due to the contractor. The payment or deduction of such damage shall not relieve the contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the contractor's failure & at the absolute discretion of Secretary, KoPT, the work may be ordered to be completed by some other agency at the risk & expense of the contractor, after a minimum three days' notice in writing, has been given to the contractor by the Secretary, KoPT or his representative.

**18. Force Majeure**

In the event of the contractor/KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike, etc., the affected party shall forthwith but in no case later than 24 hrs. from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

**19. Employee/staff of the contractor and confidentiality :**

The contractor must maintain at least 50 number of employees to ensure smooth operation and timely completion of the process. Name, Address & Contact No. of every employee / personnel deployed for each work should be served beforehand to this office for security measure. Personal call during work should be restricted and employees of the agency would not be allowed conversation with outsiders on personal mobile during the working period.

The contractor shall maintain absolute confidentiality in respect of all the information relating to the selection/recruitment process. No information should be sent to any party without specific clearance from KoPT. This will not include information to intending candidates under 'Help Desk Service' for online applications.

**20. Rates to be fully inclusive of all expenditure :**

The successful tenderer must have cleared all duties and otherwise complied with all rules and regulations of the Central & the State Government.

KoPT shall not be liable to pay any money to the contractor at all in way of operation of this contract, except for specific charges quoted by him/them and all other charges/costs should be borne by the contractor.

**21. Terms of payment :**

The contractor will submit bills enclosing copies of relevant documents as required to the General Administration Department at KoPT Head Office and the bills after being duly certified, will be forwarded to the office of FA&CAO, for payment.

KoPT pays contractors' bills through ECS. For this, the successful tenderer shall furnish the following information immediately after receipt of intimation in this regard:-

- i) Bank Account No. of the contractor
- ii) Type of Account – Savings/Current/Cash Credit
- iii) Name of the Bank with IFS Code No.
- iv) Name of the branch with Code No. and address
- v) MICR No.
- vi) PAN

Accordingly, the successful contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT.

**22. Compliance of relevant Acts, Ordinances etc.:**

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 and statutory amendment & the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnified against all penalties and liabilities of

any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.

The contractor shall indemnify KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**23. Dispute :**

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Chairman, KoPT shall be final and binding upon all parties.

All disputes will be subject to the jurisdiction of High Court at Calcutta only.

**24. Formal Work Order :**

Formal Work Order will be placed on the successful tenderer after receiving confirmation as to the deposit of the Security Deposit.

**25. Damage & loss to private property & injury to workmen :**

The contractor(s) shall at his (their) own expenses reinstate and make good to the satisfaction of KoPT and pay compensation for any injury, loss or damage accrued to any property or rights whatever including property and rights of KoPT (or Agents/servants or employees of KoPT), the injury, loss of damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the contractor(s) shall indemnify KoPT against all claims enforceable against KoPT (or any Agent, servant or employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation Act or otherwise.

**26. Evaluation criteria of the price bids :**

The tenderers will have to quote "per application charges" excluding Service Tax for online and offline applications separately as per Price Bid at Appendix-I.

For the purpose of evaluation of lowest tenderer, number of offline applications will be considered as 20,000 for screening, 15,000 for conducting examination and number of online applications will be considered as 500.

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(Appendix-I)

**KOLKATA PORT TRUST**  
General Administration Department  
TENDER NO. : ADMN /T/145 Dated 07.01.2016

**Price Bid**

Name of Work	Estimated No.	Rate per Application (In Rs.)
(I)	(II)	(III)
<b><u>Offline Applications</u></b>		
1. Application Screening and Data Processing Services for recruitment to different posts at Kolkata Dock System (KDS) of Kolkata Port Trust (KoPT) as per Scope of Work defined in the Tender.	20,000	A
2. Generating admit cards in duplicate, widow envelopes, design and supply of OMR sheets and conducting examination of the eligible candidates	15,000 ( $\pm$ 10%)	B
<b><u>Online Applications</u></b>		
3. Receiving of applications, preparation of list of eligible candidates, provision for payment gateway etc. and conducting online examination.	500	C
<b><u>Evaluation criteria</u></b>		
(20,000 x A)+(15000 x B)+(500 x C)		
<b>Sum Total</b>		
(20,000 x A)+(15000 x B)+(500 x C)		Rs..... (Rupees )

**Payment will be made on the basis of actual number of candidates.**

**The above rate is exclusive of Service Tax.**

**Service Tax, cess, as applicable, will be payable extra by KoPT on actual.**

Signature of the Tenderer along with official seal

Date :

**Appendix II**

To be filled up by the Tenderer

1. Name of the Tenderer : .....
2. Address of the Tenderer : .....
- .....
3. Address of the Kolkata/Howrah office of the Tenderer : .....
- .....
4. Name, Telephone Nos. of the contact persons of the aforesaid office at Kolkata/Howrah :-

<b>Name</b>	<b>Cellular Phone No.</b>	<b>Residential Tel. No.</b>	<b>Office Tel. No.</b>	<b>Fax No.</b>	<b>e.mail ID</b>
a)					
b)					
c)					

5. Telephone No. of the Kolkata/Howrah Office : .....
6. Fax no. of the Kolkata/Howrah Office : .....

\_\_\_\_\_  
Signature of the Tenderer

**Appendix 'III'**

The Secretary  
Kolkata Port Trust  
15, Strand Road  
Kolkata-700 001

Dear Sir,

**Sub: Unqualified acceptance of the terms & conditions enumerated in  
Tender No.Admn/T/145 dated 07.01.2016 regarding 'Appointment of  
Agency for providing Application Screening and Data Processing Services'**

I/we hereby accept all the terms & conditions as enumerated in the tender document bearing No. Admn/T/145 dated **07.01.2016** regarding 'Appointment of Agency for providing Application Screening and Data Processing Services', subject to the decisions taken in the Pre-bid meeting held on 12.01.2016.

.....  
(Signature of the tenderer)

.....  
(official Stamp of the tenderer)

.....  
Address of the tenderer



**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF AGREEMENT**

Agreement made this day of \_\_\_\_\_2016 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called 'Trustees' which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of one part and \_\_\_\_\_(hereinafter called the 'the Contractor' which expression shall unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part. Whereas the Trustees are desirous that certain work should be undertaken viz. **'Appointment of Agency for providing Application Screening and Data Processing Services'** and have accepted the Tender submitted by the Contractor for the execution of such works. Now this Agreement witnesseth as follows :

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1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in "General Instructions to Tenderers" hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.,

- a) The said Tender document and the acceptance of the Tender including work order
- b) The General Instructions to the Tenderers
- c) General Conditions of Contract
- d) B O Q

- e) All correspondence, by which the contract is added, amended, varied or modified in any way, by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to execute the work in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenant to pay the Contractor in consideration of such execution at the contract prices at the time and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) the day and year first above mentioned.

The Common Seal of the Board  
Trustees for the Port of

The Board of Trustees  
for the Port of Kolkata.

Kolkata was hereunto affixed

in the presence of.

Name.....

Address.....

\_\_\_\_\_

.....

KoPT

.....

Authorised signatory of

Signed, Sealed and delivered  
at Kolkata in the presence of

Name.....

---

Address.....

Contractor

.....