#### Kolkata Dock System

#### GENERAL ADMINISTRATION DEPARTMENT

#### TENDER NO. : ADMN/T/148 Dated 12.07.2016

#### **TENDER DOCUMENTS & SPECIFICATIONS**

#### <u>FOR</u>

#### **PRINTING, BINDING & SUPPLY OF**

#### **ADMINISTRATIVE REPORT**

#### FOR 2015-16

Last date of submission	Upto 14-00 hours on <b>01.08.2016</b>
Date & time of opening of Techno- commercial bid of Tender	At 15-00 hours on <b>01.08.2016</b>

15, Strand Road,

Kolkata – 700 001

Kolkata Port Trust

GENERAL ADMINISTRATION DEPARTMENT

#### TENDER NOTIFICATON

#### TENDER NO. : ADMN/T/148 Dated: 12.07.2016 Subject : Tender for Printing, Binding & Supply of

#### Administrative Report for 2015-16

Sealed tenders in two parts, are invited from the enlisted printers & binders under KoPT's Materials Management Department, Advertising Agencies under KoPT's Public Relations Division and previous supplier for printing, binding & supply of **400 books** [in bi-lingual (Hindi-English) diglot form under single binding & cover] of Administrative Report of Kokata Port Trust (KoPT) for 2015-16. Non-transferable tender documents may be obtained from Administration Department at 15, Strand Road, Kolkata – 700 001. Alternatively, the prospective tenderers may download the complete tender document from KoPT's website www.kolkataporttrust.gov.in.

i)	Cost of Tender Document	Rs. 500/-
ii)	Earnest Money	Rs. 2,000/-
iii)	Security Deposit	10% of the actual contract value.
iv)	Availability of Tender Document	From <b>12.07.2016 to 26.07.2016</b> during Office Hours (except Saturdays, Sundays & holidays)
v)	Pre-bid Meeting	At 15-00 hours on <b>27.07.2016</b> at Conference Room, KoPT Head Office.
vi)	Last date of submission of Tender	14-00 hours on <b>01.08.2016</b> .
	Date & time of opening of Techno- commercial bid of Tender	At 15-00 hours on <b>01.08.2016.</b>
vii)	Opening of Price Bid	Tentatively at 15-00 hours on <b>03.08.2016.</b>

Kolkata Port Trust is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all tenders, in part or in full, without assigning any reason thereof.

Secretary

#### ADMINISTRATION DEPARTMENT

#### 15, STRAND ROAD,

#### KOLKATA - 700 001

#### **GENERAL INSTRUCTIONS TO TENDERERS**

Τo,

Dear Sirs,

#### Subject : Tender for Printing, Binding & Supply of Administrative Report for 2015-16

Sealed tenders in two parts are invited from the enlisted printers & binders under KoPT's Materials Management Department, Advertising Agencies under KoPT's Public Relations Division and previous supplir for printing, binding & supply of 400 books [in bilingual (Hindi-English) diglot form under single binding & cover] of Administrative Report of KoPT for 2015-16. The conditions of contract, Rate Schedule, etc. are enclosed.

2. Tender document may be obtained from the office of Administration Department at 15, Strand Road, Kolkata – 700 001 on deposition of Rs.500/- in cash, towards the cost of tender document, against application. Alternatively, the prospective tenderers may download the complete tender document from KoPT's website <u>www.kolkataporttrust.gov.in</u> and in that case, the prospective tenderers would be required to deposit Rs.500/- in the form of Bank draft / Banker's cheque (in favour of 'Kolkata Port Trust' from any scheduled bank, payable at 'Kolkata') prior to Pre-Bid Meeting. The tender will not be accepted if it is not accompanied by the requisite draft/bankers' cheque towards cost of tender document, in case the same 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.

3. Each tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer a sum of Rs.2,000/-, by Banker's cheque or Pay Order as Earnest Money, which should be submitted along with the techno-commercial part of the tender without which no tender will be accepted. In case the prospective tenderers download the tender document from KoPT's website, Earnest Money may also be deposited in the form of Banker's cheque or

Pay Order from any scheduled Bank drawn in favour of 'Kolkata Port Trust', payable at 'Kolkata', along with the techno-commercial part of the tender.

4. The amount of Earnest Money will be refunded to the unsuccessful tenderer(s) without interest, after issuance of work order to the successful tenderer.

In case of the successful tenderer(s), the Earnest money will be converted into a part of Security Deposit for which a Treasury Receipt will be issued and the party shall also have to deposit the balance amount of Security Deposit as per NIT within 7 days from the date of receipt of intimation to this effect. The following balance amount of security deposit either in cash or in the form of Bank Guarantee or in combination of cash & Bank Guarantee where the Bank Guarantee should be on non-judicial stamp paper of at least Rs.50/- from a Nationalised Bank's Kolkata Branch, valid for six month, as per proforma at <u>Appendix 'A'</u>:-

Delay or failure to deposit Security Money, the Earnest Money is 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.

5. The Tender shall remain valid for acceptance for a period of 6 (six) months from the date of opening of the Price Bid of the tender. If any tenderer withdraws his tender before six months from the date of opening of the Price Bid of the tender, the Earnest Money Deposit will be liable to be forfeited.

6. 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. Such deviations, apart from the likelihood of vitiating the tender, will lead to non-uniformity of tender and might also 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, clausewise 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.

7. The tender must be submitted in sealed cover superscribed "**Tender for Printing**, **Binding & Supply of Administrative Report for 2015-16**" and put in the Tender Box bearing the same superscription kept for the purpose, in the office of the Administration Dept, by 14-00 hours on **01.08.2016**. 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 Printing, Binding & Supply of Administrative Report for 2015-16".
- 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 "**Techno-commercial Bid**" should contain the following :-

a) A separate forwarding letter indicating unconditional cceptance of KoPT's Terms & Conditions in full as per format in **Appendix 'B'**.

b) 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.

c) Each tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer a sum of Rs.2,000/-, by Banker's cheque or Pay Order as Earnest Money, which should be submitted alongwith the techno-commercial part of the tender as mentioned in Clause 3 above. In case of downloading the tender document from KoPT's website, Banker's Cheque/Pay Order may be deposited, as per clause 3 above.

d) Supporting documents regarding tenderer's experience towards successful execution of similar printing jobs.

e) Documents relating to **audited** financial position including copies of the Balance Sheet, Profit & Loss Account for last three financial years ending March-2013. Documents relating to **audited** financial position including copies of the Balance Sheet, Profit & Loss Account for last three financial years ending March-2016.

- f) Provident Fund Registration Certificate.
- g) Valid document of up-to-date payment of Professional Tax.
- h) Copy of Income Tax Permanent Account Number Card.
- i) Samples for front & back cover, white map litho paper and art paper.
- j) Duly filled in **Appendix 'C'** regarding telephone No, fax No. etc. of the tenderer.

# Tenderer may note that experience certificate and financial certificate as sought in the tender, must be submitted along with techno-commercial bid. Non-submission of said documents will be treated them as disqualify.

8. The techno-commercial part of the tender will be opened at 15-00 hrs. on **01.08.2016** at the Conference Room at 15, Strand Road, Kolkata - 700 001, in presence of the tenderer(s) who may wish to be present.

9. The successful tenderer shall be required to execute at his own cost and expenses a "**Contract Agreement**" on a Non-judicial Stamp Paper valued not less than Rs.50/- (Rupees Fifty) only signed jointly with Kolkata Port Trust under official seals. Format of such agreement is enclosed (at **Appendix-'D'**).

10. Tenderers are advised to attend the Pre-bid meeting scheduled to be held at 15-00 hrs. on **27.07.2016** at the Conference Room of the KoPT Head Office at 15,Strand Road, Kolkata-700 001. The tenderer may get his doubts clarified in the Pre-Bid meeting. No clarification will be furnished after the aforesaid Pre-bid meeting.

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

Secretary

Kolkata Dock System

#### GENERAL ADMINISTRATION DEPARTMENT

#### TENDER NO. : ADMN/T/148 Dated 12.07.2016

#### SPECIAL CONDITIONS OF CONTRACT

#### 1. Scope of work :

- (a) The work comprises offset printing, binding & supply of Administrative Report of Kolkata Port Trust, for 2015-16.
- (b) The successful tenderer will have to supply, in one installment, 400 books [in bi-lingual (Hindi-English) diglot form under single binding & cover] of Administrative Report.
- (c) Each book of Administrative Report [in bi-lingual (Hindi-English) diglot form under single binding & cover] would contain –
  - Front & back cover to be printed in 4 colours on 300 GSM Art Board (both sides).
  - <u>32 pages art paper containing text, graphs, charts, photographs etc.</u> (16 pages in black only and balance 16 pages in 4 colours).
  - <u>228 pages of text, tables etc. (in black only).</u>

Please note that there might be variation of  $\pm$  5% in the number of pages indicated above.

- (d) The design of the cover page will be supplied as a soft copy using standard tools.
- (e) This is mainly a rate contract. No escalation whatsoever, in the quoted price, will be allowed.
- (f) Technical specifications of the Administration Report to be supplied are -

(a)	Size of the book ( in inches)	:	11" x <b><u>8.7"</u></b>
(b)	Front & Back Cover	:	Art Board (300 GSM)
(c)	Photographs, Graphs, Bar Chart	:	To be printed on 130 GSM Indian

	etc.		Art paper
(d)	Text portion/content	:	To be printed on 95 GSM White
	-		Maplitho paper (23" x 36")

- (g) Binding : Side stitch (as per sample to be given by KoPT).
- (h) If required, printing matters composed in MS Word, may be supplied in CD, to the contractor.

#### 2. Delivery period:-

a) The contractor will have to collect the materials for printing from the office of Administration Dept., and will submit the proofs as under –

Name of the proof	To be delivered by the contractor to KoPT	Approx. time likely to be taken by KoPT to check the
1 <sup>st</sup> proof	Within 15 days (including Sundays & Holidays of KoPT) from the date of receipt of the printing matter from KoPT.	Holidays of KoPT) from the
2 <sup>nd</sup> proof	Within 5 days (including Sundays & Holidays of KoPT) from the date of receipt of the corrected 1 <sup>st</sup> proof from KoPT.	Holidays of KoPT) from the
3 <sup>rd</sup> proof	Within 3 days (including Sundays & Holidays of KoPT) from the date of receipt of the corrected $2^{nd}$ proof from KoPT.	Saturdays, Sundays & Holidays of KoPT) from the

#### b) Final print order will be issued along with the corrected 3<sup>rd</sup> proof.

- c) All the ordered books have to be delivered to this office, within 10 days (including Sundays & Holidays of KoPT) from the date of handing over the final print order(s).
- d) If the printed books are not supplied within 10 days from the date of expiry of the stipulated delivery period, it would be presumed that the contractor would not be in a position to supply the same. In that case, damage @ double the charge for each book (charge for each book will be derived by dividing the quoted lump sum charges by 400), would be deducted for non-supply of every

book. Damage for non-supply, if any, will be in addition to Liquidated Damage, if any. Damage for non-supply will be deducted from bill/SD of the contractor.

#### 3. <u>Refund of Security Deposit</u>:

On due and satisfactory performance of the contract and on completion of all obligations by the Contractor under the contract, the amount of Security Deposit will be refunded to them without interest, subject to the following conditions:

- (a) After deducting the amount from the Security Deposit, which may fall due from the Contractor to KoPT towards any claim for loss or for whatsoever reasons felt necessary by KoPT.
- (b) The contractor shall have to apply for the refund of Security Money along with Original Money Receipt(s) issued against Security Deposit.
- (c) Before releasing the Security Money, the Contractor shall also have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor shall furnish the certificate in the following format:

"I/We hereby certify that there is no claim against KoPT under Contract No..... for the job..... except to the extent of the claims preferred by me/us as per the undernoted Bill(s) already submitted to you.

Bill No....."

#### 4. Rates to be fully inclusive of all expenditure:

Tenderers should quote rates fully inclusive of all expenditure, taxes and other charges, as provided in the Bill of Quantity.

KoPT shall not be liable to pay any money to the contractor at all in way of operation of contract, except for specific lump sum charge quoted by the tenderer and all other charges/cost should be borne by the contractor. No separate charges for papers, incidental expenses and delivery, will be paid. However, in case of variation in taxes like VAT, Octroi etc. in between the dates of submission of tender and submission of the bill, the same would be considered at actual, provided, contract is executed within the scheduled completion period or extension thereof not attributable to the contractor, and the bill correct in all respect, is submitted within one month from the delivery of the last instalment of the printed books.

#### 5. **Escalation of the rate quoted by the tenderer**:

During the period of contract, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials, consumables or any other item.

#### 6. <u>Terms of Payment</u>:

- (a) The contractor shall deliver 400 books of Administration Report complete in all respect, to the Secretary, Kolkata Port Trust against written acknowledgement.
- (b) This written acknowledgement of receipt of Administration Report will form the basis of the payment.
- (c) KoPT shall pay the bill within one month, from the date of receipt of the bill complete in all respect.

KoPT pays contractor's bills through ECS. For this, the successful contractor 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 & Branch with Code No.
- iv) IFSC No. of Branch
- 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.

#### 7. Dispute:

In the event of any dispute, question or difference arising during the contract 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.

8. The contractor shall not assign the contract or any part thereof to anyone else, save with the prior consent in writing from Secretary, Kolkata Port Trust.

9. Secretary, KoPT will be at liberty to reject any book supplied if it is not in conformity with the given specifications & submitted samples, and his decision shall be final. Rejected book(s) shall be replaced by the contractor at his own cost, within one week from the date of rejection.

#### 10. **Damage:**

• Liquidated Damage shall be imposed for delay in submission of the proofs as well as final printed versions of the Administrative Report complete in all respect, beyond the delivery periods indicated in clause 2(c) of the 'Special Conditions of the Contract', @ 1 (one) % of the value of the work, for the delay

of every day or part thereof, provided always that the amount of Liquidated damage shall not exceed 10% of the value of the work.

- Liquidated Damage (LD) may have to be calculated separately for English & Hindi versions. The summation of LDs for English & Hindi versions will not exceed 10% of the value of the work order. However, there would be single LD for any one of the versions.
- While calculating the LD, it will be ascertained first whether the contractor has delivered the printed books within schedule time from the date of handing over

the relevant printing matter. If yes, no LD would be deducted. If not, delay for submission of the final printed books beyond would be calculated and that would be the basis for calculating the LD. For example:

- For the purpose of calculating LD, the delay caused by the successful tenderer only, shall be considered and in this respect, time actually taken by KoPT in checking the proofs and issuing the final print order, will not be relevant and hence, the same would not be taken into account.
- While calculating LD, the days taken by the contractor will be counted inclusive of the day(s) on which he supplies the material (proof or final printed book) but excluding the day on which KoPT supplies the material (printing matter or corrected proof)
- LD will be deducted from the bill/SD of the contractor.

11. 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 subject to any liability including financial liability:-

- a) Non-supply of books of the Administrative Report within 10 days from the date of expiry of the stipulated delivery period.
- b) Breach of any terms and conditions of contract.
- c) 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 KoPT.

The decision of the Chairman, KoPT to this effect, shall be final.

#### 12. Samples:

The tenderer shall have to submit one sample for each of the following 3 types of paper alongwith the techno-commercial part of the tender :-

- Front & Back Cover (300 GSM Art Board)
- Art paper (130 GSM)
  - White Maplitho paper (95 GSM approx.)

Non-submission or submission of inferior quality of the samples may lead to rejection of tenders.

#### 13. **Evaluation Criterion**:

Evaluation of the price bid will be on the basis of the lump sum charges quoted (at Col. 'G' of Rate Schedule) by the tenderer. The tender will be adjudged as the lowest one for which the financial outgo of KoPT would be the least as per the aforesaid lump sum charges.

14. In case of the variation of the number of pages, as per Clause 1(c) of Special Condition of the Contract, the cost of the same will be evaluated on pro rata basic.

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#### KOLKATA PORT TRUST Kolkata Dock System

#### GENERAL ADMINISTRATION DEPARTMENT

#### TENDER NO. : ADMN/T/148 Dated 12.08.2016

#### RATE SCHEDULE

SI N	o Description	Lump sum basic charges [in Rs.]		Octroi (With %)	Any other tax (With %)	Total [in Rs.] (in words)
A	В	С	D	E	F	G (C+D+E+F)
	Supply of <b>400 books</b> [in bi-lingual (Hindi- English) diglot form under single binding & cover] of Administrative Report for 2015-16 as per given specifications and submitted samples.					

N.B If any of the aforesaid columns is not applicable for the tenderer, please write 'Not Applicable'.

(Office Stamp of the tenderer)

Signature of the tenderer

Date \_\_\_\_\_

Address \_\_\_\_\_

Signature of the witness

Date

Address

#### Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata Branch, as the case may be, of any nationalized Bank of India on <u>Non-Judicial Stamp Paper worth at least Rs. 50/-</u>

Τo,

The Board of Trustees

for the Port of Kolkata.

BANK GUARANTEE NO......DATE.....DATE.

Name of Issuing Bank
Name of Branch
Address

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/ Messrs ....., а Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to a "The Contractor") from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for 'Printing, Binding & Supply of Administrative Report for 2015-16' in "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees..... Branch, Kolkata, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....Branch, Kolkata, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,.....Branch, Kolkata, shall have no right do decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,..... (Name of Bank), ..... Branch, Kolkata, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch, Kolkata, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

We,.....Branch, Kolkata, further agree that the Bank 3. Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,.....Branch,Kolkata, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

5. We,.....Branch, Kolkata, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE

NAME.

DESIGNATION

(Duly constituted attorney for and on behalf of)

BANK

BRANCH

KOLKATA

(Official seal of the Bank)

Appendix 'B'

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

Dear Sir,

#### Sub: Unconditional acceptance of the terms & conditions enumerated in Tender No.Admn/T/148 dated 12.07.2016 regarding Printing, Binding and supply of Administrative Report of Kolkata Port Trust

I/we hereby accept all the terms & conditions as enumerated in the tender document bearing No. Admn/T/148 dated 12.07.2016 regarding 'Printing, Binding & Supply of Administrative Report for 2015-16, subject to the decisions taken in the Pre-bid meeting held on **27.07.2016**.

(Signature of the tenderer)

(official Stamp of the tenderer)

.....

Address of the tenderer

Appendix 'C'

### KOLKATA PORT TRUST Kolkata Dock System

#### GENERAL ADMINISTRATION DEPARTMENT

#### TENDER NO. : ADMN/T/148 Dated 12.07.2016

#### To be filled up by the Tenderer

1.	Name of the Tenderer	:	
2.	Address of the Tenderer	:	

3. Name, Telephone Nos. of the contact persons of the aforesaid office at Kolkata :-

Name	Cellular Phone No	l Office Tel. No.	Fax No.	e.mail ID
a)				
b)				
c)				
d)				1

4.	Telephone No. of the Office	:	
5.	Fax no. of the Office	:	
6.	e.mail ID	:	

Signature of the Tenderer

#### Appendix 'D'

#### 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) on 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) on the other part. Whereas the Trustees are desirous that certain work should be undertaken viz. **'Printing, Binding & Supply of Administrative Report for 2015-16'** and have accepted the Tender submitted by the Contractor for the execution of such works. Now this Agreement witnesseth as follows :

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) Special Conditions of Contract
- d) Rate Schedule
- e) All correspondence, by which the contract is added, amended, varied or modified in any way, by mutual consent.
- f) The design of the front & back cover.

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.

of Trustees for the Port of

Kolkata was hereunto affixed

in the presence of.

Name.....

Address.....

.....

.....

Signed, Sealed and delivered

at Kolkata in the presence of

Name.....

Address.....

.....

.....

the Port of Kolkata.

The Board of Trustees for

Authorised signatory of KoPT

Contractor