

SECTION VIII

CONTRACAT FORMS

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LETTER OF ACCEPTANCE

(On letter head paper of the port)

Date: _____

To: _____
(Name & address of contractor)

Dear Sirs,

Sub: Tender No.
Title of Tender

Ref: Your Bid Dated
And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (28) days of the receipt of this letter of acceptance and valid up to 28 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ and also sign the contract agreement within (28) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.
Please acknowledge receipt.

Yours faithfully

Authorized signature
Name and title of signatory
Name of port

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(letter head of the Port)

Date: _____

To: _____
(Name & address of contractor)

Dear Sirs,

Sub: Tender No.
Title of Tender

Ref: letter of acceptance no _____ dated. _____

Pursuant to your furnishing the requisite security as stipulated in (insert security clause) and signing of the contract for execution of the _____. You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the site is handed over to you w.e.f (date) for execution of work in accordance with the contract documents.

Please acknowledge receipt.

Yours faithfully

Authorized signature
Name and title of signatory
Name of port

CONTRACT AGREEMENT

(to be executed on Rs. 300/- non-judicial stamp paper)

(The successful tenderer shall fill in this form in accordance with the instruction indicated)

THIS CONTRACT AGREEMENT is made
the (date, month and year)

Between

- (1) The Board of DEENDAYAL PORT AUTHORITY, an Autonomous Body of the Ministry of SHIPPING of Government of INDIA, incorporated under the Major Port Authorities Act, 2021 as Amended thereafter, under the Laws of India and having its principal place of business at, New Kandla, Kutch-Gujrat.[hereinafter called "the Port"], and
- (2) (insert name of contractor), (incorporated under) the laws of (insert country of contractor) and having its principal place of business at (insert: address of Contractor) (herein after called "the Contractor")

WHEREAS the Employer/Board invited Tenders against tender no. _____ for execution of [TENDER TITLE AND BRIEF DESCRIPTION] viz., and has accepted a tender by the contractor in accordance with the supply/delivery schedule, in the sum of [insert Contract Price in words and figures, expressed in Contract currency] [herein after called "the contract price"].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following document shall constitute the Contract between the Employer/Board and the Contractor, and each shall be read and construed as an integral part of the Contract.
 - (a) This Contract Agreement.
 - (b) Special Condition of Contract
 - (c) General Condition of Contract
 - (d) Technical Requirement (including Schedule of Requirement and Technical Specifications, drawings)
 - (e) Notice Inviting Tender

- (f) Replies issued to the Pre-Bid queries, addenda is any issue (number and dates)
- (g) The Contractor's Bid and original Price and Delivery Schedule
- (h) The Employer/Board's Notification of Award
- (i) (Correspondences the Employer/Board has exchanged with the bidder till and after award of contract, specific letter and dates)
- (j) And (add here any other documents)

AND WHEREAS

EMPLOYER / BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

- 3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/BOARD that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the time and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
- 4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/BOARD does hereby agree with CONTRACTOR that EMPLOYER/BOARD will pay to contractor, the respective amount for the work actually done by him and approved by EMPLOYER/BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and in such manner as provided for in the CONTRACT. AND
- 5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/BOARD for the services rendered by EMPLOYE/BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/BOARD towards loss, damage to the EMPLOYER/BOARD's equipment, material etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *INDIA* on the day, month and year indicated above.

For and on behalf of the EMPLOYER/BOARD

Signed: [insert signature]

In the capacity of: [insert title or other appropriate designation]

In the presence of: [insert identification of official witness]

For and on behalf of CONTRACTOR

Signed: [insert signature of authorized representative(s) of the Contractor]

In the capacity of: [insert title or other appropriate designation]

In the presence of: [insert identification of official witness]

SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE/SECURIT DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,
The Board of Deendayal Port Authority,
DEENDAYAL PORT AUTHORITY
A.O.Building, P.O.Box No.50,
Gandhidham-Kutch.

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port, its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____ (Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated ____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____(Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____(Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein :

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

**Specimen Bank Guarantee for Advance Payment (Not
Applicable)**

(To be executed on Rs.300/- non-judicial Stamp Paper)

(The Bank as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

(Banks Letterhead)

To,
The Board of Deendayal Port Authority,
DEENDAYAL PORT AUTHORITY
A.O.Building, P.O.Box No.50,
Gandhidham-Kutch.

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 as amended (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to release advance payment to _____ (hereinafter called the "contractor") under the terms and condition of the contract, vide _____ (Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of

_____ covered under Tender No. _____ dated ____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our

liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein :

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

STAGE PAYMENT (Not Applicable)

(To be executed on Rs. 300/- non-judicial stamp paper)

(The Bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

Date: _____ of tender submission

Tender No. and title: _____

(Banks letterhead)

Beneficiary: DEENDAYAL PORT AUTHORITY, New Kandla.

Stage PAYMENT GUARANTEE No.: (insert stage payment guarantee no.)

We, (insert legal name and address of Bank), have been informed that (insert complete name and address of Contractor) (herein after called the "Contractor") has entered into Contract No. (Insert number) dated (insert date of Agreement) with you, for execution of works viz, (insert name title of contract) (herein after called "the Contract")

Furthermore, we understand that, according to the conditions of the Contract, a stage payment is to be made against payment guarantee.

At the request of the contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of (insert amount in figure and words) upon receipt by us of your first demand in writing declaring that the contractor is in breach of its obligations under the contract because the contractor has been paid the stage payment in realization of his invoice no. _____ dated _____ towards execution of contract.

It is a condition for any claim and payment under this Guarantee to be made that the stage payment referred to above must have been received by the contractor on its account (insert number and domicile of account)

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the contractor under the contract until (insert date)

(Signature of authorized representative of Bank)

(Authorization letter from the Bank that the signatory of this BG is authorized to do so, should also be enclosed)

- vi. The bank shall insert the amount specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the contract or a freely convertible currency to the Employer.
 - vii. .Insert the completion/scheduled date stipulated in the contract Delivery Schedule. The employer should note that in the event of an extension of the time to perform the contract, the employer would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in Guarantee. in preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to extend this guarantee for a period not exceeding one year at a time, in response to the Employer's written request for such extension, such request to be presented to us before the expiry of the Guarantee"
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DISPUTE REVIEW BOARD AGREEMENT

(To be executed on Rs. 300/- non-judicial Stamp Paper)

THIS AGREEMENT. Made and entered into this ----- Day of -----
20__ Between ----- (" the Employer and Boards") and ----- ("the
Contractor"), and the disputes review Board ("the DR Board") consisting of
One/Three DR Board Member's, (Member's from either party, i.e. Contractor
and Employer/Board")

- (1) _____
- (2) _____
- (3) _____

WITNESSETH that

WHEREAS, the Employer/Board and the Contractor have contracted for the
execution of _____ (Project name) _____ (the Contract)
and WHEREAS the contract provides for the establishment and operation of
the DR Board NOW THEREFORE, the parties hereto agree as follows:

1. The parties agree to the services required hereunder, the DR Board Agreement.
2. Except for providing the services required hereunder, the DR Board Member should not give any advice to either party or to the Nodal officer or his nominee concerning conduct of the Works.

The DR Board Member:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee or a financial interest in the contract, except for payment for services on the DR Board.
- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) Shall have disclosed in writing to the prior to signature of this Agreement any and all recent or close professional or personal or personal relationship with any director, officer, or employee of any party to the contract, or the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;

- (d) Shall not, while a DR Board member, be employed whether as a consultant or otherwise by either party to the contract, or the Nodal officer or his nominee, except as a DR Board member.
 - (e) Shall not, while a DR Board member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed.
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- (3) Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/Board, the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board member.
- (4) the contractor shall:
- (a) Furnish to each DR Board Member one copy of all documents which the DR Board may request including contract documents, progress report, variation orders, and other documents, pertinent to the performance of the Contract.
 - (b) In co-operation with the Employer/Board, co-ordinate the site visit of the DR Board, including conference facilities, and secretarial and copying services
- (5) DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendation on all disputes referred to it.
- (6) DR Board member, shall not assign or subcontract any of their work under this Agreement.
- (7) The DR Board members are independent and not employees or agents of either the Employer/Board or the Contractor.

- (8) The DR Board member is absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
- (9) Fees and expenses of the DR Board Member(s) shall be agreed to and shared equally by the Employer/Board and Contractor. If the DR Board requires special services, such as accounting, data research and the like, both parties must agree and the cost shall be shared by them as mutually agreed.
- (10) DR Board site visits:
 - a) The DR Board shall visit the site and meet with representatives of the Employer/Board and the Contractor and the Nodal Officer or his nominee at regular intervals, at times of critical construction event and at the written request of either party. The timing of site failing agreement shall be fixed by the DR Board.
 - b) Site meetings shall consist of an informal discussion of the status of the construction of the work followed by an inspection of the works, both attended by personnel from the Employer/Board, the Contractor and the Nodal Officer or his nominee.
 - c) If requested by either party or the DR Board, the Employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the Nodal Officer or his nominee.
- (11) Procedure for disputes referred to the DR Board:
 - a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee stating that it is given pursuant to Clause (number) and stating clearly and in detail the basis of the dispute.
 - b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
 - c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to

the Board, the other party and the Nodal Officer or his nominee stating that it is made pursuant to (insert relevant clause no.)

- d) The request for recommendation shall state clearly and in full detail of the dispute to be considered by the DR Board.
- e) When a dispute is referred to DR Board and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Member before the hearing begins. The parties shall submit in so far as possible agreed statement of the relevant facts.
- f) During the hearing, the Contractor, the Employer/Board and the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.

The DR Board's recommendations for resolution of the dispute will be given in writing, to the Employer/Board, the Contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DR Board's final hearing on the dispute.

12. Conduct of Hearings:

- a) Normally hearing will be conducted at the site, but any location that would be more convenient and still provided all required facilities and access to necessary documentation may be utilized by the DR Board. Private session of the DR Board may be held at any location convenient to the DR Board.
- b) The Employer/Board, the Nodal Officer or his nominee and the Contractor shall have representative at all hearings.
- c) During the hearings, no DR Board member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearings are concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual view kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer, or his nominee. The Recommendation shall be based on the pertinent contract

provisions, applicable law and regulation, and the facts and circumstance involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the Disputes shall refer to Arbitration straightway.

The Employer/Board and the Contractor shall jointly sing a notice specifying that the D R Board shall stand disbanded with effect from the date specified in the Notice. The Notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

**Signature & Seal
of Contractor**

**Superintending Engineer (E)
DEENDAYAL PORT AUTHORITY**

SPECIMEN LETTER OF INTEGRITY PACT
(To be executed on Rs. 300/- non-judicial stamp paper)

INTEGRITY PACT

Between

Deendayal Port Authority (DPA) hereinafter referred to as "**The Principal**"
and

..... (Name of The bidders and consortium
members) hereinafter referred to as "**The Bidder / Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.