

**To be signed by Tenderer and Authorised Signatory of  
Indian Institute of Management Mumbai**

**INTEGRITY AGREEMENT**

**THIS INTEGRITY AGREEMENT** is made at ..... on this..... day of ..... 2025

BETWEEN

The Authorised Signatory, IIM Mumbai (hereinafter called “IIMM” or “Owner” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors & permitted assigns) of the FIRST PART:

AND ..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) “Tenderer/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) of the SECOND PART

Each of the IIMS/Owner and Tenderer/Contractor individually referred to as the “Party” and collectively referred to as the “Parties”.

WHEREAS the Owner floated a tender for the **Facilities Management of MDP (Pragati Vihar)** at **Indian Institute of Management Mumbai, Maharashtra.** (“Tender”) and intends to award, under laid down organizational procedure, contract pursuant to issuance of such Tender (“Contract”).

AND WHEREAS the Owner values full compliance with all applicable laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its tenderer(s) and contractor(s).

AND WHEREAS to meet the purpose aforesaid, the Parties have agreed to enter into this Integrity Agreement (“Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part of the tender documents and agreement between the parties and shall be construed accordingly.

**NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:**

Article 1: Commitment of the institute

The institute commits itself to endeavour to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the institute, personally or through any of his/her family members, shall in connection with this tender, or the execution of the agreement, demand, take a promise for or accept, for self or family members.

(b) Any material or immaterial benefit which the person is not legally entitled to.

(c) The institute shall, during the tender process, treat all tenderer(s) with equity and reason. The institute shall, in particular, before and during the tender process, provide to all tenderer(s) the same information and shall not provide to any tenderer(s) confidential/additional information through which the tenderer(s) could obtain an advantage in relation to the tender process or the execution of agreement.

(d) The institute shall endeavor to exclude from the tender process any person whose conduct in the past has involved any bias of any nature.

2) If the institute obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner shall be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

## Article 2: Commitment of the Tenderer(s)/Contractor(s)

1) Each Tenderer/Contractor shall be required to (including their respective officers, employees and agents) adhere to the highest ethical standards and shall report to the institute of any suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation and award of the tender/contract.

2) The tenderer(s)/contractor(s) shall commit themselves to take all measures essential to prevent any act of corruption. The tenderers/contractors commit themselves to observe the following principles during their participation in the tender process and during the execution of the contract:

a) The tenderer(s)/contractor(s) shall not, directly, indirectly or through any other person or firm, to obtain any advantage of any kind whatsoever during the process of tender or during the execution of the contract, offer, promise or give to any of the Institute's employees involved in the Tender process or execution of the contract or to any third person any material or other benefit which such person is not legally entitled to.

b) The tenderer(s)/contractor(s) shall not enter with other tenderer(s) any undisclosed agreement or understanding, whether formal or informal for manipulating prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.

c) The tenderer(s)/contractor(s) shall forbear from committing any offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988. The tenderer(s)/contractor(s) shall not use

improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the institute as part of the business relationship, plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.

d) The tenderer(s)/contractor(s) shall, when presenting a tender, disclose any and all payments made, committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

3) The tenderer(s)/contractor(s) shall not instigate any third person to commit offences mentioned above or be an accessory to such offences.

4) The tenderer(s)/contractor(s) shall not, directly or through any other person indulge in fraudulent practice including but not limited to willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the interest of the institute.

5) The tenderer(s)/contractor(s) shall not, directly or through any other person use coercive practices including but not limited to the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

### Article 3: Consequences of Breach

Without prejudice to any rights available to the institute under law or the contract or its established policies and procedures, the institute shall have the following rights in case of breach of this Integrity Pact by the tenderer(s)/contractor(s) and the tenderer/ contractor accepts and undertakes to respect and uphold the Owner's absolute right:

1) If the tenderer(s)/contractor(s), either before award or during execution of contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the institute after giving 10 days' notice to the tenderer/contractor shall have the powers to disqualify the tenderer(s)/contractor(s) from the process of tender or terminate/determine the contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of transgression and determined by the institute. Such exclusion may be forever or for a limited period at the sole discretion of the institute.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: Pursuant to the institute disqualifying the tenderer(s) from the tender process prior to the award of the contract or terminates/determines the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the institute apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest

Money Deposit, Performance Guarantee and Security Deposit rendered by the Tenderer/Contractor.

3) Criminal Liability: Pursuant to the institute obtaining any knowledge of conduct of a tenderer or contractor, or of an employee or a representative or an associate of a tenderer or contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or if the institute has substantive suspicion in this regard, the institute shall forthwith inform the same to any law enforcing agencies for further investigation without being obligated to first inform the tenderer/contractor of the same.

#### Article 4: Previous Transgression

1) Each tenderer/contractor shall declare and confirm that no previous transgressions have occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or with the Central Government or any State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of this tender.

2) Upon any incorrect, false, misleading statement made or submitted by the tenderer in terms of 4(1) above, shall render the tenderer disqualified from the process of tender or entitling the institute to take any action for imposing a ban on any business dealings/holiday listing of the tenderer/contractor at the sole discretion of the Owner.

3) Upon a confirmation made by the tenderer/contractor, to the satisfaction of the institute, proving that the damage caused has been resorted / recouped and a suitable corruption prevention system has been installed to the satisfaction of the institute, the exclusion may be revoked prematurely by the institute at its sole discretion.

#### Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

1) The tenderer(s)/contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The tenderer/contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.

2) The institute shall enter into such agreements or pacts on identical terms as this Integrity Pact with all tenderers and contractors.

3) The Owner shall disqualify tenders who fail to submit the duly executed Integrity Pact along with the tender or violate any of the provisions at any stage of the tender process.

#### Article 6- Duration of the Pact

This Pact shall become effective on the day the institute and the tenderer/contractor have signed and executed the same. The Integrity Pact shall continue to remain in force for the Contractor till twelve (12) months after the completion of work under the contract or till the continuation of defect liability period, whichever is later. However, the Integrity Pact shall come to an end for unsuccessful tenderers upon award of the contract to the successful tenderer. If any claim is

made/lodged during this time, the same shall be binding and continue to remain valid despite the lapse of this pact as specified above, unless such tenderer is discharged by the institute.

#### Article 7- Other Provisions

- 1) The Integrity Pact shall be governed by the applicable Indian laws and the place of performance and jurisdiction shall be the place of office of the institute.
- 2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of a mutual written agreement between the parties to the Integrity Pact.
- 3) If the contractor is a partnership or a consortium, this Pact shall be executed and signed by all the partners or by one or more partner's holding power of attorney executed in favour of such partner or partners by the remaining partners. In case the contractor is a company, the Pact shall be executed and signed by a representative duly authorized.
- 4) In case any of the provisions of this Integrity Pact is rendered invalid by law or otherwise, the remaining provisions of the Integrity Pact shall continue to remain valid and binding on the parties. In such a case, the parties shall strive to come to an agreement to the original intension envisaged under the Integrity Pact.
- 5) The parties agree that any dispute or difference arising between the parties with respect to the terms of this Integrity Pact, any action taken by the institute in accordance with this Integrity Pact or any interpretation thereof shall not be subject to arbitration.

#### Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies available to the parties under law or contract and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. The parties agree that this Integrity Pact shall have precedence over the tender/contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

.....

(For and on behalf of institute)

.....

(For and on behalf of tenderer/contractor)

WITNESSES (Signature, name and address)

1) .....

2) .....

3) Place:

4) Dated: