

**ON STAMP PAPER OF RS. 500/-**

**This Integrity Pact ("the Pact") is entered into between Mumbai Port Authority, hereinafter referred to as the "MbPA,"**

**And**

**[Name of Advisor (Security) / Jr. Associate (Security)], hereinafter referred to as the "Advisor (Security) / Jr. Associate (Security)."**

**Preamble:**

The purpose of this Pact is to engage Shri/Smt. \_\_\_\_\_ as \_\_\_\_\_ for a period of \_\_\_\_ year/s with effect from \_\_\_\_\_ and ensure integrity, honesty, and ethical conduct in all dealings between the parties.

**1. Commitment to Integrity:**

Both parties pledge to uphold the highest standards of integrity in all their actions and interactions during the term of the contract.

**2. Confidentiality and Data Protection:**

- a. The Advisor (Security) / Jr. Associate (Security) agrees to maintain strict confidentiality regarding any proprietary information, trade secrets, customer data, employee data or other sensitive information disclosed by the MbPA. The above commitments extend beyond the termination of the contract.
- b. The Advisor (Security) / Jr. Associate (Security) will not misuse the System of MbPA and will follow all guidelines pertaining to Cyber Security.
- c. The Advisor (Security) / Jr. Associate (Security) shall protect the Login and password credentials allotted to him/her and shall be solely responsible for any breach/misuse of the same. He/She shall promptly surrender the same to Competent Authority on termination of the contract.

**3. Conflict of Interest:**

The Advisor (Security) / Jr. Associate (Security) shall promptly disclose any potential or actual conflicts of interest that may arise during the term of the contract. The parties shall work together to address and resolve such conflicts in an open and transparent manner.

4. **Anti-Corruption:**

Both parties agree not to offer, promise, request, or accept any form of bribe, kickback, or improper payment to or from any individual or entity in connection with the contract or any other business dealings.

5. **Committing of Offence by or Criminal Charges against Contract Employee:**

- a. The Advisor (Security) / Jr. Associate (Security) will not commit any offence, under the relevant Acts. Further he/she will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the MbPA, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- b. The Advisor (Security) / Jr. Associate (Security) will not instigate third persons to commit offences outlined above.
- c. If the MbPA obtains knowledge of conduct of Advisor (Security) / Jr. Associate (Security), which constitutes corruption, or if the MbPA has substantive suspicion, in this regard, the MbPA will inform the same to the Chief Vigilance Officer and initiate immediate action for termination of the Contract Employee.
- d. The Advisor (Security) / Jr. Associate (Security) shall immediately inform the MbPA within 24 hours if he/she is booked under any offence or any charges.

6. **Dealing with third parties, Banks and Financial Institutions:**

The Advisor (Security) / Jr. Associate (Security) shall not engage in any dealings whatsoever with third parties or Banks or any Financial Institutions on behalf of MbPA directly without prior approval of Competent Authority of MbPA.

7. **Security Deposit:**

In case accommodation at MbPA Quarters is availed, a Security Deposit of amount equivalent to two times of rent payable per month, will have to be paid as a security against rent, electricity, water charges and damages, if any. The deposit will be refunded after receiving No Dues Certificate from Competent Authorities of concerned Departments.

8. **Nature of Engagement:**

The engagement is purely on contract basis. Claim/request for permanent employment by the Advisor (Security) / Jr. Associate (Security) will not be entertained.

9. **Duration of the Pact:**

- a. The Pact begins when both parties have signed it. It expires with the end of contract period or termination of contract from either side, whichever is earlier.
- b. If any claim is made/lodged during this time, the same shall be binding and continue to be valid, despite the lapse of this Pact as well as the lapse of Contract period, as specified above, unless it is discharged/determined by Chairperson, MbPA.

10. **Termination of Contract:**

- a. Termination notice can be from either side subject to clause in the Terms and Conditions. However, it must be in writing.
- b. If the Advisor (Security) / Jr. Associate (Security) terminates the contract, as per the Terms and Conditions the MbPA shall be entitled to demand and recover from the Advisor (Security) / Jr. Associate (Security), dues as per the Clause. If unpaid before termination, legal action will be taken as per relevant laws of the land.
- c. Any breach of this Integrity Pact may also result in termination of contract and recovery of dues from the Advisor (Security) / Jr. Associate (Security) as per the Terms and Conditions of initial engagement. Non-payment may lead to legal consequences as per applicable Laws.

11. This Pact is subject to Indian Law and place of Jurisdiction is Mumbai, Maharashtra.

Signature \_\_\_\_\_

\_\_\_\_\_  
(For and on behalf of MbPA)

Office Seal

Place: Mumbai

Date: \_\_\_\_\_

Witness: (For MbPA)

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Name of Advisor

Place: Mumbai

Date: \_\_\_\_\_

Witness: (For Advisor)

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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