

Fare Collection Services Agreement

AGREEMENT

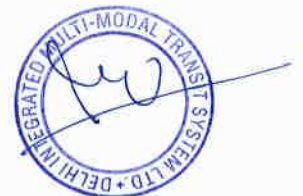
BETWEEN

DELHI INTEGRATED MULTI MODAL TRANSIT SYSTEM LIMITED (DIMTS)

AND

[PEREGRINE GUARDING PRIVATE LIMITED]

PACKAGE - A



INDIA NON JUDICIAL



सत्यमेव जयते

Government of National Capital Territory of Delhi

₹100

e-Stamp

₹100 ₹100 ₹100

Certificate No.	:	IN-DL47670246761702V
Certificate Issued Date	:	08-Aug-2023 01:25 PM
Account Reference	:	IMPACC (IV)/ dl969503/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DL DL96950363455576221209V
Purchased by	:	PEREGRINE GUARDING PRIVATE LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PEREGRINE GUARDING PRIVATE LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PEREGRINE GUARDING PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

सत्यमेव जयते



₹100

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IN-DL47670246761702V

This Fare Collection Services Agreement (FCSA) for Package-A is entered into on the 08th day of August, 2023 at Delhi.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shocestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

Delhi Integrated Multi Modal Transit System Ltd, a company incorporated under the Companies Act, 1956, acting through its authorised signatory and having its registered office at 8th Floor, Block-1, Delhi Technology Park, Shastri Park, Delhi – 110 053, (hereinafter referred to as “DIMTS”, which expression shall, unless repugnant to the context thereof, mean and include its successors or assigns) of the ONE PART;

AND

Peregrine Guarding Private Limited, a company incorporated under the provisions of the Company Act, 1956, having its registered office at **2nd Floor, House No.859, Khasra No.220, Opposite Pillar No.5, Near Railway Crossing Bijwasan, New Delhi - 110077** (hereinafter referred to as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the OTHER PART.

DIMTS and Agency are hereinafter individually referred to as “the Party” and collectively referred to as “Parties”.

WHEREAS:

- A. DIMTS has been appointed by Government of National Capital Territory of Delhi (GNCTD) to manage the operation of stage carriages, operated by private corporate entities on gross cost model, under a concession agreement signed between Department of Transport, GNCTD (“DoT”) and the private companies in Delhi (the “Project” or the “Cluster Scheme”);
- B. There are total of 1,679 buses for the purpose of selection of Fare Collection Agencies further divided into two Packages namely Package-A and Package-B,. Delhi Integrated Multi-Modal Transit System Ltd. (DIMTS), on behalf of the DoT, invited sealed Proposals to provide fare collection and related services (the “FCS Agency”) for **Package-A** to be operated in two shift on daily basis as part of the Project. In this regard, Successful Bidder will execute Service Contract Agreement.
- C. The primary work of FCS Agency will be to depute suitable personnel to operate hand held electronic ticketing machines (ETMs), issue tickets and collect the prescribed fare from passengers of the buses operating under the Project. The money collected shall be required to be deposited by FCS Agency at designated depot/ location in terms of direction of DIMTS;
- D. In response thereto, DIMTS received proposals from bidders and after due evaluation thereof, accepted the proposal submitted by **Peregrine Guarding Private Limited** (the Agency) and accordingly, DIMTS issued a Letter of Acceptance Ref. No.**DIMTS/Road Transport/202320b/3060** dated **01.08.2023** upon approval received from Transport Department vide letter No.F.005/STA/Policy/Tpt/2017/PF/256/71426 dated **01.08.2023**;



E. The Parties have now agreed to enter into this Agreement to record their entire understanding with regard to the subject matter hereof, subject to and on the terms and conditions set forth hereinafter;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

Article 1

1.1 Definitions

For the purposes of this Agreement, the following expressions shall have the following meanings:

- a) **"Agency"** or **"FCS Agency"** shall mean the successful bidder for **Package-A** with whom the FCS Agreement is signed by DIMTS and shall include legal representatives, successors and permitted assigns of such successful bidder.
- b) **"Agreement"** or **"Fare Collection Services Agreement"** or **"FCSA"** shall mean this agreement and as may be varied, amended, modified or supplemented from time to time, in writing, by agreement of the Parties to be entered into between DIMTS and the Agency for providing fare collection and related services for the Project.
- c) **"Agreement Period"** shall mean a period of Three (03) years from the date of signing of the agreement.
- d) **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to this Agreement and shall include but not limited to the following :
 - Minimum Wages Act 1948,
 - Industrial Disputes Act, 1947;
 - Employees State Insurance Act, 1948;
 - Employees Provident Fund and Miscellaneous Provisions Act, 1952;
 - Payment of Wages Act, 1936;
 - Payment of Gratuity Act, 1972;
 - The Factories Act, 1948;
 - Professional Tax Act;
 - Contract Labour (Abolition & Regulation) Act, 1970;
 - Workman Compensation Act
 - The Motor Transport Workers Act, 1961
- e) **"Appointed Date"** means the date of this Agreement.



- f) **“Bus”** or **“Stage Carriage”** means the buses operational under the Project in terms of details set out in Schedule 1.
- g) **“Confidential Information”** means the information of a confidential nature disclosed, furnished or communicated (if in writing, machine readable form, text, drawings, photographs, graphics, designs, plans or any other form whatsoever, identified or marked to be “confidential” prior to their disclosure or, if disclosed orally, stated at the time of disclosure as being “confidential”. Confidential Information shall include all information relating to any business opportunities in relation to the purpose and contact information of individuals or other entities of a third party involved, directly or indirectly, disclosed by DIMTS in any manner whatsoever.
- h) **“Collection Services”** means to operate hand held ETM, issue ticket, collect prescribed fare from passenger of the Bus and depositing money collected at designated depot/ location through deployment of eligible Personnel on the Buses and perform necessary duties in terms of direction of DIMTS as part of the Project in accordance with Schedule-1 to this Agreement.
- i) **“Effective Date”** means the date on which this Agreement is executed.
- j) **“ETM”** shall mean electronic ticketing machine provided by DIMTS to the FCS Agency and to be used for issue of tickets to passengers on board a Bus by FCP.
- k) **“Fare Collection Person”** or **“FCP”** shall mean the persons employed by the Agency for providing the Collection Services on board the Bus.
- l) **“Force Majeure”** shall have the same meaning as ascribed to it in Clause 16.
- m) **“Infrastructure Facilities”** means the ETM, depot space, space on board the Bus and other such incidental facilities required by the Agency to deliver the Collection Services.
- n) **“Intellectual Property”** means any patents, Trade Marks, service marks, Trade Names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permissions in connection therewith, in each and any part of the world and whether or not registered or capable of registration and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- o) **“Material Adverse Effect”** means a material adverse effect on (a) the ability of the either Party to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement for no reason attributable to the other Party and/or (b) the legality, validity, binding nature or enforceability of this Agreement.



- p) **“Material Breach”** means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Collection Services or the Project, and which such Party has failed to cure.
- q) **“Personnel”** shall mean the persons employed/engaged by the Agency for providing the Collection Services.
- r) **“Project”** or **“Cluster Scheme”** means the stage carriages, operated by private corporate entities on gross cost model, under a concession agreement signed between Department of Transport, GNCTD (“DoT”) and the private companies in Delhi.
- s) **“Statutory Payments”** means the payments required to be made to Government Authorities in terms of Applicable Law.

1.2 **Interpretation**

- (a) In this Agreement (unless the context requires otherwise), any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to:
 - (i) that enactment as amended, extended or applied by or under any other enactment before, on or after the date of this Agreement;
 - (ii) any enactment which that enactment re-enacts (with or without modification); and
 - (iii) any subordinate legislation (including regulations) made (before, on or after the date of this agreement) under that enactment, as re-enacted, amended, extended or applied as described in paragraph (i) above, or under any enactment referred to in paragraph (ii) above.
- (b) In this Agreement, reference to including and include shall be construed to mean “including without limitation” and “include without limitation” respectively.
- (c) In this Agreement, references to a person shall be construed so as to include any individual, firm, company, unincorporated association of persons, government, state or agency of a state or any joint venture, association, partnership, or employee representative body (whether or not having separate legal personality).
- (d) In this Agreement, references to times of the day are to local time in the relevant jurisdiction unless otherwise stated.
- (e) In this Agreement, references to INR or Indian Rupees are to the lawful currency from time to time of the Republic of India.
- (f) Where there is any inconsistency between the definitions set out in this Clause I and the definitions set out in any other clause or schedule, then for the purposes of construing such clause or schedule, the definitions set out in such clause or schedule shall prevail.
- (g) In this Agreement:
 - (i) words importing the singular shall include the plural and vice versa; and



- (ii) references to a person save as otherwise provided in this Agreement shall include the successors or permitted assigns of that person (immediate or otherwise).
- (h) The headings in this Agreement do not affect its interpretation and are for convenience only. Any schedule or annex to this Agreement shall take effect as if set out in this agreement and references to this Agreement shall include its schedules and annexure.
- (i) In this Agreement, unless the contrary intention appears, a reference to a Recital, Article, sub-clause, paragraph, subparagraph, Schedule or item is a reference to a Article, sub-clause, paragraph, subparagraph, Schedule or item of this Agreement.

AGREEMENT

Article 2

- 2.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, DIMTS hereby appoints the Agency for providing Collection Services and the Agency hereby accepts the same on the following basis, subject to the terms and conditions of this Agreement: -
 - a) The Collection Services shall be for the Agreement Period; and
 - b) Agency cannot delegate or sub-contract any part of the Collection Services to any Person without the prior written consent of DIMTS.
- 2.2 Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership, joint venture or agency between the Parties. Neither Party shall have any right or authority to represent on behalf of the other nor shall any such representation to third party (ies) bind the other in any manner whatsoever. This Agreement is being entered into on a principal to principal basis. The Agency shall be fully independent in exercising its rights and/or performing any/all its services. The Agency shall not act or hold itself out as a servant or employee of DIMTS.

MOBILIZATION AND DURATION OF AGREEMENT

Article 3

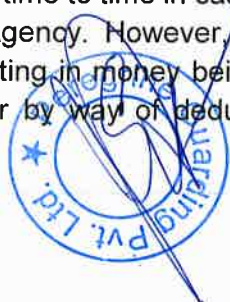
- 3.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Agency agrees to provide the Collection Services for a period of three (03) years from the date of signing of this Agreement, unless terminated earlier in accordance with the provisions of this Agreement.
- 3.2 DIMTS shall have the right to extend pursuant to mutual agreement between the parties hereto, the duration of this agreement on the same terms and conditions as herein contained or as may be mutually agreed to by and between the parties hereto.
- 3.3 The Agency shall mobilize resources with immediate effect.



RIGHTS AND OBLIGATIONS OF AGENCY

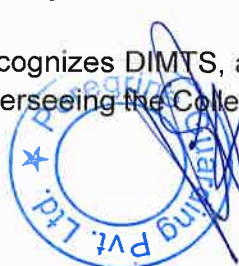
Article 4

- 4.1 The Agency shall, subject to and in terms of this Agreement, have the right to:
- a. provide Collection Services in terms of this Agreement;
 - b. raise claim and receive Fees based on the value of Collection Services provided, subject to Performance Adjustment in terms of Schedule 3; and
 - c. use Infrastructure Facilities in terms of this Agreement.
- 4.2 The Agency shall be obliged to:
- a. undertake the Scope of Collection Services as set out in Schedule 1;
 - b. employ/ engage necessary manpower for delivering Collection Services and ensure that the personnel so deployed are qualified and competent to undertake the assigned tasks, follow the instructions issued to them and adopt relevant code of practice and conduct issued by DIMTS and is set out in Schedule 2 which may be amended/rectified from time to time by DIMTS at its sole discretion;
 - c. comply and adhere to Applicable Laws and submit necessary proof of such compliance at the request of DIMTS and ensure that relevant application for renewal of relevant licences and permits as may be required is submitted to competent authority to ensure continued and uninterrupted Collection Services;
 - d. make all the statutory payments with respect of Applicable Laws including laws dealing with labour. Agency shall furnish a monthly certificate to DIMTS to signify its compliance with all the applicable laws. Agency shall also furnish ESIC and EPF Challans (duly stamped by the Bank concerned), EPF & ESIC inspection reports issued by RPFC & ESIC authorities and Bank statement showing EPF & ESIC cheque amount to prove compliance regarding deposit of its employees' statutory dues with the regulatory authorities concerned. These Challans shall be furnished along with monthly bills in addition to bi-annual returns;
 - e. ensure that all salaries/wages of all Personnel are released/ credited to their respective Bank account by 7th of every month for the corresponding previous month. This is to bring all FCP at par irrespective of the Agency and also to ensure uniform payment and accounting cycle at DoT/ DIMTS end;
 - f. be and remain responsible and liable under Workmen's Compensation Act, 1923 and / or any other statute or any amendment thereof, or any liabilities arising under any Applicable Law as may be applicable as may be amended from time to time in case of death of or injury to any of the personnel deployed by Agency. However, under the extreme circumstance of any such claim resulting in money being paid by DoT/ DIMTS, the same shall be recovered either by way of deduction(s) from the running account bills of Agency.



recourse to any other remedy as may be available to DIMTS under the agreement or under law for such recovery from Agency;

- g. release and indemnify DoT and DIMTS, their employees, agents and contractors from and against all liability for death or personal injury, loss of or damage to property (including property belonging to DoT or for which it is responsible), civil and criminal liabilities or any other loss, damage, cost and/or expense which may arise out of or in the course of or by reason of the performance or non-performance of this Agreement by the Agency, its employees or agents whether such injury, loss, damage, cost and/or expense be caused by negligence or otherwise, provided always that the Agency shall not be liable to indemnify DoT and DIMTS for any injury, loss, damage, cost and/or expense to the extent that the negligence of DoT or DIMTS, their employees, agents or contractors is shown to have significantly contributed to the said injury, loss, damage, cost and/or expense;
- h. obtain and maintain in force, on and from the Appointed Date, all insurance of an adequate level in accordance with the provisions of this Agreement and Good Industry Practice;
- i. furnish and maintain the Performance Security and Security Deposit in terms of Article 8;
- j. ensure continued compliance with Performance Standards in terms of Schedule 4;
- k. ensure safety, security and functioning of various equipment installed on the Bus by DoT/ DIMTS or any other agency nominated by DoT/ DIMTS such as equipment related to ETM;
- l. maintain a complete and correct set of records pertaining to all activities relating to the performance of the Collection Services (including data where such records are material to the calculation to the Performance Standards, project monitoring and payment). ("Records"). The aforesaid shall be maintained during the Agreement Period Term and for a period of not less than three (3) years from expiry of this Agreement ("Retention Period") or handed over to DIMTS in case of Termination and shall made available its staff for interview/discussion;
- m. where DIMTS is bound by a court's decision, law or act including Right to Information Act, provide all necessary assistance to DIMTS;
- n. notify DIMTS within 14 days of any changes to the Agency directors, senior management and key personnel involved;
- o. recognizes DIMTS, appointed and acting on behalf of DoT, for managing and overseeing the Collection Services. The Agency shall follow all directions given



- by DIMTS as per the terms of this Agreement for efficient operation and maintenance, thereof;
- p. agrees that DIMTS shall have the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action;
 - q. procure and maintain in full force and effect, as required, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Collection Services;
 - r. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed/engaged, in connection with the performance of its obligations under this Agreement, remain solely responsible for compliance with all labour laws and liable for all possible claims and employment related liabilities of its staff employed in relation with the Collection Services the Agency hereby, indemnifies DoT and/ or DIMTS against any claims, damages, expenses or losses and that in no case and shall for no purpose shall DoT and /or DIMTS be treated as employer in this regard;
 - s. not to place or create and nor permit any contractor or other person claiming through or under the Collection Services to create or place any Encumbrance or security interest over all or any part of or on any rights or interest of DIMTS under this Agreement, save and except as expressly set forth in this Agreement;
 - t. provide and maintain all necessary safety, health and welfare facilities for its staff and employees.
 - u. indemnify and hold harmless DIMTS and their employees from and against all actions, suits, claims, damages, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Agency in connection with the performance of its obligations under this Agreement or any activity incidental thereto.
 - v. effective from the Appointed Date, pay in terms of Applicable Laws all stamp duties and other applicable taxes, fees, levies and cess in respect of the Project; and
 - w. submit an undertaking in the form of an affidavit that the agency will not be involved in any 'corrupt /undesirable/malpractice' in any form while conducting this contract. Any employee/s of the agency found involved in any way shall be relived with immediate effect from the activities pertaining to this Agreement.
 - x. Obtain and maintain in force on and from the Appointed Date, a Group Accidental Insurance cover amounting to a minimum of Rs. 3 lakhs per



Personnel. Release ex-gratia Payment of Rs.75,000 to the next of the kin in case of death on an immediate basis, over and above the aforesaid group accidental insurance.

- y. The Agency shall ensure that relevant part of Payment of Wages Act 1936 is followed in true earnest with respect to deduction and fines. It is observed that the fines under the Act cannot exceed three percent (3%) of wages payable for the period and such period cannot exceed one month.
- z. The agency shall obtain separate Insurance Policy towards liabilities of Gratuity payable under the Payment of Gratuity Act, 1972 to the FCPs at the rate of 2.5 FCPs per bus.

RIGHTS AND OBLIGATIONS OF DIMTS

Article 5

- 5.1 DIMTS agrees to observe, comply and perform the following:
- (a) ensure peaceful enjoyment of the FCSA Agreement by the Agency during the tenure of the Agreement subject to the terms and conditions of this Agreement;
 - (b) make timely payment of the Fees; and
 - (c) make available Infrastructure Facilities to the Agency for performing his obligations under the Agreement;
- 5.2 DIMTS shall have the right to:
- (a) ensure compliance of Agency's obligations in terms of this Agreement as set out in Article;
 - (b) manage the Agreement to facilitate compliance with Applicable Laws, without any obligation or claim on DIMTS for any situation/ event which is set out as a responsibility of the Agency;
 - (c) to allocate existing/ upcoming cluster bus depot(s) after signing of award of contract for the indicative Order Quantity (in terms of Letter of Acceptance issued on **01.08.2023**) based on overall economy/ efficiency of operation amongst agencies. Although every effort will be made by DIMTS to meet Order Quantity as per contract but there could be some variation in the percentage of said order quantity keeping in view depot location, size and economy of deployment.
 - (d) change the location of the depot(s) allotted at the time of initial allotment and /or in case of operational exigencies.
 - (e) at its sole discretion, may release productivity linked incentive from time to time to deserving and outstanding Personnel of Agency. In such event, Agency shall provide required savings bank account details of all such Personnel to enable DIMTS to release aforesaid payments; and
 - (f) deduct from the Fees of the Agency, any unpaid/ overdue tax/levy applicable to Agency in relation to the Agreement, on receipt of a notice thereof from the authority / government department concerned and deposit such amounts with the department / authority.



SAFETY AND SECURITY

Article 6

6.1 Without limiting any other obligation imposed under this Agreement, the Agency shall take all necessary steps to ensure safety, security and well-being of all persons including:

- (a) members of the public;
- (b) passengers boarding, travelling on and alighting from the Buses;
- (c) all employees, agents and contractors of DIMTS whilst on or visiting any of the Buses for any purpose in connection with this Agreement; and
- (d) other road users.

Further, the Agency shall:

- (a) promptly report to DIMTS or other relevant authority any circumstance or thing that may compromise the safety and security of passengers or other members of the public and is known or ought reasonably to be known to the Agency;
- (b) cooperate with members of the police or any other law enforcement agency; and
- (c) provide the police or any other law enforcement agency with any information, access or other form of assistance reasonably required for the safety and security of passengers or the good management of the public transport system in Delhi.

6.2 **Personnel of the Agency:**

The Agency shall be solely responsible for all the personnel and employees which are employed directly or engaged by the Agency. The Agency while appointing the personnel will specifically inform the Personnel that Personnel on being appointed for the purpose of Collection Services, cannot claim any right or privileges as employees of DoT/ DIMTS. Neither DoT nor DIMTS shall be responsible for any liability of the Agency towards the statutory payments to the Personnel working under them. The Agency shall hold DoT / DIMTS harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of personnel practices.

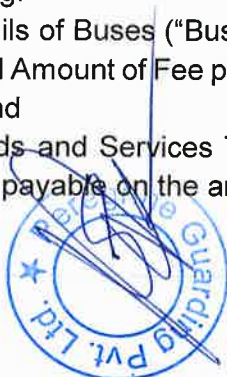
PAYMENT OF FEES TO THE AGENCY

Article 7

In consideration of Agency discharging its obligations in accordance with this Agreement, DIMTS agrees and undertakes to make payment against the Invoice in terms of Schedule 3 and this Article.

7.1 **Invoice for Fee**

- (a) The Agency shall submit an invoice at the end of every calendar month (the "Invoice") specifying:
 - (i) Details of Buses ("Bus Duties") where Collection Services were provided;
 - (ii) Total Amount of Fee payable for billing period based on details set out in Schedule 3; and
 - (iii) Goods and Services Tax (GST), and any applicable surcharge or cess on it, if any, payable on the amount.



7.2 Taxes

- (a) The Fees indicated are exclusive of Goods and Services Tax (GST). Present combined rate of such taxation is 18%.
- (b) The Agency shall invoice clearly indicating the Fees and the applicable Goods and Services Tax (GST) payable.
- (c) No other tax / levy/ cess is payable by DIMTS besides the tax indicated in Clause 7.2.
- (d) DIMTS shall pay amounts payable to the Agency after making suitable deduction such as Income Tax Deduction at Source ("TDS"). DIMTS shall deposit the TDS with the relevant tax authorities and submit proof thereof to the Agency within 30 (thirty) days of TDS being deducted.

7.3 Payment

- a) DIMTS agrees to release payment equal to amount (A) as set out in Schedule 3 against the Invoice within five (5) working days (excluding Saturday, Sunday and holidays) from the date of receipt of the certified Invoice and following document:
 - i.) Bank statement of release of monthly wages to individual Personnel through ECS.
- b) DIMTS agrees to release balance payment against the Invoice, after making Performance Adjustments, within seven (07) working days (excluding Saturday, Sunday and holidays) from the date of receipt of the certified Invoice and following documentation:
 - i.) Undertaking regarding compliance towards EPF, ESI and Goods and Services Tax (GST) deposit supported by challans signifying deposit of ESI & EPF contributions and Goods and Services Tax (GST). Submit a certificate/undertaking for Payment of Goods and Services Tax (GST) as per the format provided in Annexure A of Schedule 3.
 - ii.) Payment of EPF and ESI shall be made based on actual payment made by the Agency for the Project to relevant authority, therefore, it means that such payment shall be made in terms of reimbursement of actual monies paid to relevant government agency and on submission of such project specific proof. Shall also submit Certification for PF, ESI & Minimum wages in terms of format provided in Annexure B of Schedule 3.
 - iii.) Copy of License obtained with regard to this Agreement under Section 12(1) of the Contract Labour (Regulation Abolition) Act, 1970 from the office of the concerned Registering Officer along with Certificate signifying compliance of the relevant provisions of the Act.
 - iv.) Register of Contract Labour i.e. Register of Fine, Register of Overtime, Register of Advance, Register of Deduction & Demurrages and Register of Employment for verification as and when required by DIMTS.
 - v.) Half yearly return submitted to Labour Department in form no. XXIV in applicable months
- c) The agency shall obtain separate Insurance Policy towards liabilities of Gratuity payable under the Payment of Gratuity Act, 1972 to the FCPs at the rate of 2.5 FCPs per bus. DIMTS agrees to reimburse the actual insurance premium against the certified Insurance Premium Receipt within seven (07) working days (excluding Saturday, Sunday



and holidays) from the date of receipt of the certified Invoice and supporting documentation.

- d) Whenever under this agreement any sum of money shall be recoverable from or payable by the Agency, the same may be deducted from any sum then due or which at any time thereafter may become due to the Agency under this agreement.

PERFORMANCE SECURITY AND DEPOSITS

Article 8

- 8.1 The Agency shall, for due and punctual performance of its obligations hereunder relating to the Collection Services, deliver to DIMTS, simultaneously with the execution of this Agreement, a bank guarantee from any scheduled commercial bank, in the form as set forth in Schedule 6, (hereinafter referred to as "Performance Security"). The Performance Security is to ensure due performance of all obligations of the Agency under this Agreement against an Event of Default by the Agency and/or any Material Breach of its obligations hereunder. Performance Security shall be submitted in terms of the milestones set out below:

Milestone	Value of Performance Security
Upon execution of this Agreement	Equal to 8 (eight) % of Fee for Total Bus Duties for one year for the respective package. (i.e. Total Bus Duties will be two times the number of buses proposed in respective package)
Upon introduction of every additional 25 Bus Duties or part thereof	Additional Performance Security equal to 8 (eight) % of the Estimated Annual Payment for every additional 25 Bus Duties. The Performance Security shall become due upon introduction of 25 Bus Duty and so on

- 8.2 Performance Security shall be kept valid for a period of at least 12 (Twelve months) from the Appointed Date. Provided that if the Agreement is terminated due to any event other than an Agency's Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to adjustment of amounts due to DIMTS, if any, from the Agency under this Agreement, be duly discharged and released to the Agency.
- 8.3 The Performance Security shall be kept in force through periodic renewable, prior to expiry of the previous Performance Security. The Performance Security shall remain enforceable 90 (ninety) days beyond the Agreement Period. Any change in status of the Agency shall not affect the continuance of the Performance Security.
- 8.4 DIMTS may claim the amount of Performance Security in a single demand or in more than one demand from the bank. If not paid by the bank or meets only part of the claim of DIMTS, then such amount shall subsist as a liability on the Agency till the complete payment of the amount specified in the Performance Security is made.



- 8.5 Where the Performance Security has been invoked in part or full under the terms of this Agreement, provided the Agreement has not been terminated, the Agency undertakes to forthwith furnish a top up guarantee or replenish the Performance Guarantee in the manner such that the aggregate value of the performance guarantees equals the required value.
- 8.6 The Agency shall deposit and maintain with DIMTS an interest-free cash security deposit @ Rs. 6,000/- (Rupees six thousand) per Bus Duty. The Security Deposit shall be deposited in multiples of 50 Bus Duties. This cash security shall be deposited by the Agency progressively in accordance with number of buses added to the fleet from time to time. The Agency shall be required to deposit the incremental cash security within 7 (seven) days of intimation by DIMTS. ("Security Deposit")
- 8.7 The Security Deposit security shall be forfeited and encashed in case of Termination due to Agency' Event of Default. The Security Deposit shall be returned at the end of the Agreement Period. No interest shall be paid on this Security Deposit.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Article 9

- 9.1 Each Party shall respectively own the right, title and interest in the Intellectual Property created by it including any report, documentation, information, design, preparatory work, software or invention on or in whatever media, prepared or created by such Party pursuant to this Agreement.
- 9.2 The Parties respectively undertake the following in relation to the Confidential Information:
- (a) it shall keep and maintain in confidence the Confidential Information and shall use the Confidential Information only for the purposes of this Agreement and shall not use it for any other purpose;
 - (b) it shall not copy, reproduce and reduce into writing or any form of recording any part thereof except as may be reasonably necessary in relation with the requirement of the performance of this Agreement;
 - (c) it shall not disclose Confidential Information whether to its employees or to third parties (which shall include its accountants, legal, technical, insurance and financial advisors) except only to such of its employees and third parties who have a need to know or whose services are reasonably required in connection with the performance of this Agreement and further where disclosure is made to third parties, such disclosure is made on the written undertaking of such third parties to comply with the confidentiality obligations in this Agreement; and
 - (d) to apply thereto, no lesser security measures and degree of care than those which it applies to its own confidential or proprietary information and in any event not less than a reasonable degree of care.
- 9.3 The confidentiality and non-disclosure obligations of Clause 9.2 shall not apply if, and to the extent that:



- (a) the Confidential Information was known prior to receiving the same;
- (b) the Confidential Information is or becomes a part of the public domain through no fault, act or omission of the receiving Party;
- (c) the Confidential Information in receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party;
- (d) the Confidential Information is lawfully disclosed to the receiving Party by a third party that is legally free to disclose such Confidential Information without restriction on disclosure;
- (e) the Confidential Information is expressly approved for release by prior written authorization of the disclosing Party; and
- (f) disclosure is required by a judicial order or decree, whereupon the receiving Party shall:
 - (i) promptly notify the disclosing Party of such actual or anticipated requirement;
 - (ii) take all reasonable measures to oppose or restrict such disclosure, or to make such disclosure on terms which shall preserve as far as possible the confidentiality of the information;
 - (iii) take all such steps as will permit the disclosing Party to have a reasonable opportunity to file for, to oppose or to restrict such disclosure by lawful means, or to obtain a protective order or otherwise proceed to protect under applicable law the interests of the disclosing Party; and
 - (iv) endeavour to ensure that the Confidential Information is treated as disclosed in confidence.

9.4 Receiving Party shall not publish or otherwise make publicly available any Confidential Information to a third party without the prior written consent of the disclosing Party.

9.5 All Confidential Information supplied by the Party hereunder and all copies thereof, in whole or in part and on all media, shall be returned to the disclosing Party, by the receiving Party within seven (7) days' written notice by the disclosing Party.

9.6 The obligations of receiving Party under this Clause 9 shall continue and survive the termination of this Agreement for any reason without limitation of time.

9.7 No license to the receiving Party under any copyrights, patents, trademarks or other rights now owned or hereafter obtained is granted or implied by this Agreement or by providing any information hereunder to receiving Party. The Confidential Information is proprietary to the disclosing Party and is, and shall remain, the sole and exclusive property of the disclosing Party.

9.8 The Parties understand and agree that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use of disclosure of such Confidential Information.



WARRANTIES

Article 10

- 10.1 Each of the Parties hereby represents and warrants that to the other that:
- (a) such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural person, such Party is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation or organization;
 - (b) the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action of such Party;
 - (c) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally;
 - (d) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organizational or governance documents of such Party; (ii) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any government authority pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound except such filing as may be required in connection with the transactions contemplated herein; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses; or (v) violate any Law of such Party's country of organization or any other country in which it maintains its principal office.

LIABILITIES AND INDEMNITY

Article 11

- 11.1 Each of the Agency and DIMTS ("**Indemnifying Party**") hereby agrees to indemnify and keep indemnified the other Party, its directors, officers, employees, agents, affiliates and subcontractors and assignees, ("**Indemnified Party**") from and against any and all losses, claims, damages, liabilities and fees, expenses and disbursements (including the fees, expenses and disbursements of counsel), (collectively, "**Losses**") which may be suffered or incurred directly, but not consequentially, by the Indemnified Party as a result of or in connection with: -
- (a) negligence, fraud or willful default of the Indemnifying Party;
 - (b) any breach of any of representations and warranties made by the Indemnifying Party hereunder.
- 11.2 All the provisions in Clause 11 shall survive the termination of this Agreement.



- 11.3 The Agency undertakes to indemnify and hold harmless DIMTS for any loss whether of property, person or otherwise suffered by the personnel of Agency, or any accident, injury to/death of the personnel of Agency or any third person during the course of performance of their duties. Agency further indemnifies DIMTS against any accident, death, loss of property, damages suffered/caused, injury caused or suffered, or any other claim/s, suit/s or legal proceedings initiated by any person arising out of or in relation to the services envisaged under this Agreement, howsoever remote, and these shall be the sole and exclusive responsibility of, and be borne and defended, by Agency.

DEFAULT CHARGES

Article 12

- 12.1 DIMTS shall have the right to, either by itself or by a third party nominated by DIMTS, verify Agency's statutory obligations compliance of all parameters, requirements, obligations and responsibilities enforceable against the Agency by virtue of the provisions of this Agreement. The Agency shall allow DIMTS representatives complete access to the Agency's facilities (including equipment, material, and personnel) to inspect, audit and monitor the performance of the Agency. If the Agency is in default of the provisions of this Agreement, then DIMTS may impose default charges as stipulated in **Schedule 4** till such time as the default has been cured to the satisfaction of DIMTS. If the Agency does not rectify the default within the stipulated cure period or if the default is of a nature that is not capable of rectification, it shall be treated as a Material Breach and DIMTS shall have the right to terminate this Agreement in accordance with the terms hereof.
- 12.2 The procedure for collection of default charges shall be as follows:
- a) DIMTS shall immediately recover all default charges imposed from the monthly Fees.
 - b) In any event, the imposition and adjustment of such default charges from amounts payable to the Agency will not relieve the Agency of its obligation of full compliance with the responsibilities and liabilities that arise from this Agreement.

TERMINATION

Article 13

- 13.1 This Agreement may be terminated forthwith by either the Agency or DIMTS ("Non-Defaulting Party") by giving written notice to the other ("Defaulting Party") upon the occurrence of any of the following events: -
- a) Defaulting Party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days of written notice being given to it by the Non-Defaulting Party.
 - b) a receiver or manager is appointed over all or part of the undertaking and assets of the Defaulting Party;



- c) the Defaulting Party has an order made or resolution passed for its compulsory or voluntary winding up other than pursuant to a scheme of amalgamation or reconstruction;
 - d) the Defaulting Party enters into any arrangement, reconstruction or composition with all or the majority in number or value of its creditors.
- 13.2 DIMTS shall, in the event of Agency committing any Material Breach of any of the terms and conditions of this Agreement, or if the services provided by Agency are considered to be unsatisfactory and deficient by DIMTS, or for any other reason considered by DIMTS as sufficient in this regard, be entitled to terminate this Agreement by giving notice of one (01) month or any other period, as deemed appropriate by DIMTS depending upon the gravity of breach, and Agency shall not be entitled to any compensation in case of such termination. However, in case of termination by either side, Agency shall continue to provide the services envisaged under this Agreement until such time a suitable substitute is selected or the new Service Provider is put in place.
- 13.3 Termination without Agency's Default: In specific situation wherein it is felt that the services of the Agency are no longer required due to change in business scenario such as full automation of fare collection system, policy/administrative review of government, the services of the Agency may be terminated by DIMTS. Atleast three (03) months notice shall be provided to the Agency by DIMTS for such termination. Upon such termination, Agency shall be entitled to payment, subject to deductions, if any, for the services rendered by it in conformity with this Agreement.
- 13.4 Agency shall neither be entitled to nor have any claim towards payment of compensation or otherwise on account of any anticipated profit or advantage which it might have derived from rendering the services in full but which it could not in consequence of termination of the Agreement under this clause.
- 13.5 On expiry or earlier termination of this Agreement, Agency, and the personnel deployed by it for the purpose of this Agreement shall peacefully vacate the depot / terminal premises, without in any way causing any damage to material / property there.

GOVERNING LAW AND DISPUTES

Article 14

14.1 Dispute Resolution:

Any dispute connected with the formation, performance, interpretation, nullification, termination, validity or enforceability of this Agreement or arising from this Agreement or related to this Agreement in any manner whatsoever ("Dispute") arising between the Agency and DIMTS which is not resolved by the board representatives of the Agency and DIMTS shall, within 30 calendar days of written notice from either the Agency or DIMTS to the other (a "Dispute Notice"), hold a meeting (a "Dispute Meeting") to try and resolve the Dispute.



- 14.2 Each of the Agency and DIMTS shall use all reasonable endeavours to send a sufficiently experienced senior manager as its representative (who may be an employee of a member of its Group) and who has authority to settle the Dispute to attend a Dispute Meeting and that representative exercising good faith shall try to resolve the Dispute amicably within 45 Business Days of the service of the Dispute Notice.
- 14.3 In the event that a Dispute is not resolved amicably within 15 Business Days of the service of the Dispute Notice, whether or not a Dispute Meeting has been held, either of the Agency or DIMTS may refer the Dispute to binding arbitration, to either a single arbitrator mutually agreed to by the Parties or if no single arbitrator is appointed within 15 days of such reference then such arbitration shall be done by a panel of three (3) arbitrators one appointed by each party and third by the two arbitrators. For the purposes of any arbitration proceedings commenced pursuant to this clause:
- (a) The Indian Arbitration and Conciliation Act 1996, (Act 26 of 1996) the rules made there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
 - (b) This Agreement shall be governed in accordance with the Laws of India.
 - (c) The venue of the arbitration shall be at Delhi, and the language of arbitration proceedings shall be English.
 - (d) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceeding.
- 14.4 DIMTS shall have the right to terminate this Agreement by giving a written notice of termination of minimum 30 (thirty) days, to the Agency, if the Agency fails to comply with any decision reached consequent upon arbitration proceedings. However, at the sole opinion of DIMTS, in case the situation warrants removal of the Agency for reason of non-performance, DIMTS shall proceed with such removal of the Agency pending decision of Arbitration.
- 14.5 Each of the DIMTS and Agency hereby agree that:
- a) it will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with this Clause 14 which will be final and binding on the Agency and DIMTS; and
 - b) it will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with this Clause 14 in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.
- 14.6 This Agreement and the rights and obligations of the Agency and DIMTS shall remain in full force and effect pending the award in such arbitration proceeding, which award, if appropriate, shall determine whether and when any termination shall become effective.



- 14.7 Notwithstanding the foregoing, the Agency and DIMTS agree that either of them may seek interim measures including injunctive relief in relation to the provisions of this agreement or their performance of it from any court of competent jurisdiction. Each of the Agency and DIMTS shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- 14.8 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the Arbitrator, shall be borne equally by the Agency and DIMTS and each of the Agency and DIMTS shall pay its own fees, disbursements and other charges of its counsel, except as may be otherwise determined by the Arbitrator. The Arbitrator would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.
- 14.9 The provisions contained in this Article 14 shall survive the termination of this Agreement.
- 14.10 Pending resolution of dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to final adjustment in accordance with such arbitration award.

ASSIGNMENT

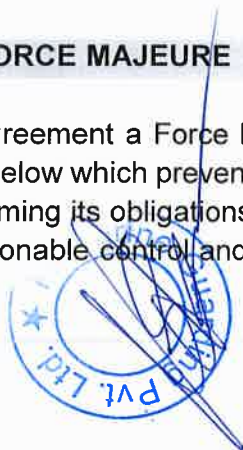
Article 15

- 15.1 DIMTS may assign (or otherwise deal with) the benefit and burden of this Agreement to any third person without any consent from the Agency, subject in the case of an assignment to the assignee entering into a direct covenant with the Agency thereafter to observe and perform all DIMTS obligations contained in this Agreement. The submission by the assignee, to the Agency, of a contract to the above effect duly executed by the assignee shall be deemed to be in compliance with the requirements of this clause and DIMTS shall thenceforth be discharged from all obligations under this Agreement. DIMTS may engage third parties to assist it with the exercise and performance of any of its rights and obligations hereunder.
- 15.2 The Agency shall not be entitled to assign or otherwise transfer any of its rights, interests or obligations under this Agreement to a third party without the consent of DIMTS.

FORCE MAJEURE

Article 16

- 16.1 As used in this Agreement a Force Majeure Event shall mean occurrence any or all events described below which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party,



(ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the provision of services as defined under this Agreement.

- a) For purpose of this Article 16, "Force Majeure" means an event beyond the reasonable control of the Affected Party and not involving any fault or negligence and not foreseeable. Such events may include wars or revolution, riots, strikes, lockouts, fires, floods, epidemics, acts of God, cyclones, earthquakes, lightning, volcanic eruptions, chemical or radioactive contamination, storm, hurricane, acts of terrorism, civil commotion etc. but does not include failure of electricity or printing system as a cause beyond control.
- b) In case, on issuance of any order / direction by the Central Government, State Government, Supreme Court, High Court, by any other Court of law or any other competent authority and if the same affects the operation of the Buses, the same shall be treated under Force Majeure Event.

- 16.2 If either the Agency or DIMTS is affected by Force Majeure, which affects, or may affect, the performance of any of its obligations under this Agreement, it shall forthwith notify the other of the nature and extent of the same.
- 16.3 Neither the Agency or DIMTS shall be deemed to be in breach of this Agreement, or otherwise be liable to any other party, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other parties, and the time for performance shall be extended accordingly provided always that, unless otherwise agreed by the parties, any obligation to pay money shall not be excused or suspended by Force Majeure.
- 16.4 If the performance, by either the Agency or DIMTS, of any of its obligations under this Agreement is affected by Force Majeure for a continuous period of more than sixty (60) days, the Parties shall enter into bona fide discussions with the view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable to give effect to the commercial basis and objectives of the Parties taking into account the change in circumstances.

Change in Law

Article 17

- 17.1 Where, a Change in Law condition leads to change in category of FCP in such case the minimum wage rates shall be applicable as per notification for such category. Further, there will be no variation due to aforesaid change in category of FCP in Management Fee and Overheads.



NOTICES

Article 18

18.1 Any notice or other communication to be given under this agreement shall be in writing and may be delivered in person or sent by e-mail to the relevant Party as follows:

To DIMTS

At:

Attention of: **MR. C.K. GOYAL**
SENIOR VICE PRESIDENT - ROAD TRANSPORT
DIMTS LIMITED
8TH FLOOR, BLOCK-1, DELHI TECHNOLOGY PARK
SHASTRI PARK, DELHI - 110053
E-MAIL: CK.GOYAL@DIMTS.IN

To the Agency

At:

Attention of: **MR. SIDDHARTH DAHIYA**
CEO
PEREGRINE GUARDING PRIVATE LIMITED
PLOT NO.13, TENON LANE,
ELECTRONIC CITY, PHASE-IV, UDYOG VIHAR
GURUGRAM - 122015
E-MAIL: SIDDHARTH.DAHIYA@PEREGRINE-SECURITY.COM

or at such other address or fax number as it may notify to the other Party under this Clause.

18.2 Any notice or document shall be deemed to be given:

- a) if delivered in person, at the time of delivery; or
- b) if sent by fax, at the expiration of two hours after the time of despatch, if despatched before 3.00 p.m. (local time at the place of destination) on any Business Day, and in any other case at 10.00 a.m. (local time at the place of destination) on the next Business Day following the date of despatch.

18.3 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the fax was properly addressed and sent.

MISCELLANEOUS

Article 19

19.1 Waiver

Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement: -

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and



(c) shall not affect the validity or enforceability of this Agreement in any manner.

19.2 Severance

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise and the invalid, illegal or unenforceable part shall stand deleted and the rest of the Agreement shall be enforced.

19.3 Counterparts

This Agreement may be executed by each of the parties in separate counterparts, each of which when so executed and delivered shall be an original, but the counterparts shall together constitute one and the same instrument.

19.4 No Partnership

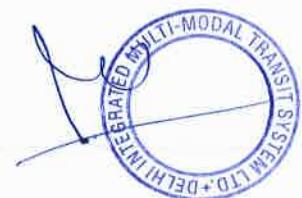
Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute either Party the agent of the other Party for any purpose.

19.5 Entire Agreement

- a) This Agreement represents the entire understanding of the Parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement.
- b) Any subsequent alteration, amendment or addition to the Agreement shall be in writing and signed by the authorized representative of both the Parties.
- c) This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.

19.6 Time of the Essence

Time wherever mentioned shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may be agreed in writing between the Parties be substituted for them.



IN WITNESS WHEREOF each of the parties hereto has executed this Agreement on the date first above written.

SIGNED by []
(for and on behalf of)

C.K. GOYAL, SVP (RT), DIMTS LTD.
(DELHI INTEGRATED MULTI MODAL TRANSIT SYSTEM LIMITED)

in the presence of:

AJAY KUMAR SRIVASTAVA.
AVP (RT)
DIMTS LTD.

Name: SIDDHARTH DAHIYA
Address: CEO


06/08/2023

SIGNED by []
(for and on behalf of)

[PEREGRINE GUARDING PRIVATE LIMITED]
(as the "Agency")

in the presence of: 

Name: RAMESH SINGH TEHLAN
Address: Peregrine Guarding Pvt. Ltd
New Delhi

Dated 08/08/2023



Schedule 1: Scope of Collection Services

The Agency shall undertake following activities:

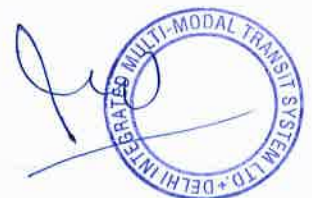
1. The indicative number of FCP should be @ 3FCP per Bus which includes actual deployment plus reserves.
2. DIMTS may at its sole discretion, depending upon the actual requirement may decide to increase or decrease the number of FCP by providing Seven (07) days' notice time of such changes.
3. Based on Bus duty roster provided by DIMTS from time to time, deploy Fare Collection Personnel in terms of Schedule 2 at locations specified by DIMTS in the National Capital Region. The Agency shall ensure punctual reporting of its personnel at the designated depot/ place/ terminal for every shift on daily basis based on duty-wise operation sheet issued to the concerned personnel by DIMTS.
4. To directly monitor and supervise the working of ticket dispensing/fare collection personnel and to ensure that the services rendered by the FCPs meet the performance standards prescribed by DIMTS to the satisfaction of DIMTS.
5. To deploy supervisors in each shift to monitor and supervise activities of FCPs at depots and changeover terminal points.
6. To depute minimum number of supervisors as set out in **Annexure 1 to Schedule 1**.
7. To provide/ issue uniform to FCP and supervisors and ensure that the Agency's staff wears the uniform. The uniform shall be of such design, colour, style and pattern as approved by DIMTS including accessories such as whistle, cap, Photo Identity Cards issued by the Agency. The FCP shall, while on duty, always wear the uniform in a neat, clean and well ironed condition.

Minimum specifications for uniforms shall be as follows:

- Fabric – Poly viscous blend 70 * 30
 - Colour/shade – Navy Blue/ Sky blue (Currently prescribed in DTC & Cluster bus Operation)
 - Name plate – in Hindi and affixed above left pocket on the shirt
 - Quality of fabric – acceptable to DIMTS
8. To ensure discipline and good conduct of Personnel and remove any of its person who in the opinion of DIMTS is causing / source of / reason of interference, annoyance, nuisance to DIMTS/ Project/ commuters and substitute him/them with other eligible personnel. DIMTS is under no obligation to the Agency to supervise personnel deployed by the Agency. Where DIMTS finds that the conduct, behaviour and performance of any of the staff deployed by Agency under this Agreement is unsatisfactory, it may issue directions to Agency to immediately recall the particular person(s).



9. Maintain adequate bench strength to ensure that daily roster requirements are met in terms of the requirements indicated by DIMTS.
10. To obtain DIMTS verification and approval on the Bus duty roster from the officer authorized by DIMTS on per shift basis, the Agency shall be responsible for installation of Biometric system at its own cost for maintaining the attendance of Personnel including FCPs. DIMTS shall provide requisite technical specifications for hardware and other requirements of the Biometric system including necessary software.
 - a. agency will have to make its own front-end arrangements in each depot. DIMTS will provide backend application for maintaining online biometric database and daily attendance.
 - b. Following hardware and connectivity will have to be arranged in FCP Control Room:
 - 1) Desktop with UPS at Depots (specifications given below).
 - 2) Internet & LAN connectivity for all the Desktops.
 - 3) Biometric Device (Secugen Hamster Plus equivalent) for each Desktop (specs given below).
 - 4) One Reserve Device (Secugen Hamster Plus equivalent) for each depot.
 - 5) Requirement is @ 1 PC with Biometric Scanner per 100 buses in a cluster depot.
 - 6) Further duty allocation of FCP, duty etc. will also be integrated on live mode.
 - 7) Minimum desk top specifications:
 - a) Intel Pentium Dual Core (G3220) processor
 - b) 2GB RAM,
 - c) 250 GB Hard Disk Drive,
 - d) USB Keyboard and Mouse,
 - e) Min. 6 USB ports
 - f) Gig Ethernet Network
 - g) 17" TFT
 - h) MS Windows 7 Pro
 - i) onsite warranty
 - 8) Finger Print Scanner (equivalent to):
 - a) Finger print scanner Secugen Hamster Plus, Model: HSDU03P- Secugen Hamster Plus
11. To release regular payment of wages and eligible benefits etc. to the personnel belonging to the Agency for providing Collection Services.
12. The Agency is expected to recruit upto 90% of total FCP requirement from the existing pool of trained FCPs. Training charges for new conductors shall be borne by the Agency @ Rs. 3,000 per conductor.



13. To depute FCP for training organised by DIMTS for operation of ETM's and other fare collection procedures/ processes. No payment shall be made to the Agency by DIMTS for the training period.
14. Agency shall not replace / change the personnel deployed as supervisors without prior written approval/consent from DIMTS.
15. The Agency shall ensure that the concerned personnel collect ETM with paper rolls, spare battery/ies, pre-printed tickets etc. from designated place in the depot/ terminal as per prescribed protocol.
16. Agency shall ensure that, after finishing duty, FCP deposit cash earning from sale of tickets, passenger balance if any and ETM etc. in the designated depot/ terminal to DIMTS authorised personnel against proper receipt.
17. The Agency shall be responsible to ensure that the duty-wise cash deposited by its personnel tallies with back-end record of DIMTS in respect of tickets issued from ETM in addition to sale proceed through pre-printed tickets if any.
18. The Agency shall be responsible to reimburse to the service provider cost of ETM if lost by FCP during deployment or any other expenses incurred towards repairing of ETM by service provider.
19. In case of death of a Personnel on duty, his/her next of kin shall be paid an ex-gratia compensation (Refer Clause 4.2 of FCSA for details).
20. **Duties of FCP:**

The Agency shall additionally ensure that the FCP undertakes the following activities are per instructions of DIMTS from time to time and the summary of such activities is set out in the following paragraphs:

 - a) Based on boarding point and alighting point and type of commuter (adult/child/luggage ticket), the FCP shall issue ETM ticket or correct pre-printed tickets (as may be required from time to time) to the commuters.
 - b) FCP shall collect the correct prescribed fare from the commuter.
 - c) FCP shall further ensure that passengers using valid electronic passes in lieu of tickets validate the electronic pass, in accordance with method set out by DIMTS.
 - d) FCP shall remain mobile inside the bus and approach the passengers to ensure issuance of tickets to all passengers.
 - e) FCP shall wear the prescribed uniform on duty.
 - f) FCP shall conduct the operation of bus as per memo / time- schedule prescribed by DIMTS.
 - g) FCP shall not leave the Bus deserted during rest hour for long duration.
 - h) FCP shall ensure that all the instructions of DIMTS issued through and/or under intimation to the Agency are strictly followed and there is no lapse of any kind.
 - i) FCP shall be disciplined and well behaved towards persons who travel or intend to travel by the bus.



- j) FCP shall ensure that all willing passengers board/ alight from each designated bus stop and ensure that passengers do not board/ alight from un-scheduled stops.
- k) FCP shall be required to perform duty in shifts. A single duty shift will have normal duration of 08.00 hours (excluding rest interval) or 48 hours in a week in accordance with The Motor Transport Workers Act, 1961.
- l) FCP shall report for duty in the depot/ terminal or assigned place at time prescribed in the duty roster.
- m) FCP shall maintain a Passenger Complaint Book.
- n) FCP shall maintain a first aid box provided in the bus.
- o) FCP shall be responsible for safe handling and security of Electronic Ticketing Machine, ticket bag and other articles of DIMTS.
- p) FCP shall maintain way-bill, while on duty.
- q) FCP shall deposit cash sale proceeds from tickets and collect correct receipt in the depot or the assigned place and furnish such accounts as FCP. FCP shall hand over, as per prescribed procedure informed by DIMTS, the ETM / pre-printed tickets and any other articles which FCP may have been entrusted.
- r) FCP shall inform to the Control Room of DIMTS about any incident, breakdown, missing of trip, accident etc. on line.
- s) FCP shall declare and deposit lost property of passengers, in case found in the buses, in the depot and obtain a receipt to this effect.
- t) FCP shall inform the police in case of any suspicious person or goods noticed in the bus.
- u) FCP shall transfer passengers to alternative bus in case of breakdown of his/ her Bus.
- v) FCP shall announce name of approaching bus stop for convenience of passengers.
- w) Any other duty that may be assigned to him but not specifically covered herein.



Annexure 1 of Schedule 1

Package-A					
Depot Name	Number of Buses	Number of Supervisors Required			
		Morning Shift	Evening Shift	Night Shift	Total
Kushaknallah Depot	240	5	3	2	10
Dichaon Kalan Depot 1	160	3	3	2	8
Raj Ghat Depot	109	2	1	1	4
Okhla	110	2	1	1	4
BBM*	80	2	1	1	4
Kanjhawala*	150	3	3	2	8
Total Buses in Package-A	849	17	12	9	38

***Depots shall be handed over subject to induction of buses**

Schedule 2: Fare Collection Personnel

The Agency is responsible for ensuring that Personnel meet the following requirement:

1. Minimum Requirements for FCP

1.1 Medical

The selection by Agency shall be based on medical fitness by the Medical Board comprising M.B.B.S doctors.

- a) Age between 18-45 years (upper age limit relaxation of five years in case of experience of fare collection in any state transport / STA permit buses for at least five years).
- b) Sound physical and mental health
- c) No communicable disease
- d) No drug abuse dependency
- e) Height: Minimum 150 cms
- f) Chest: Expansion of the chest should be 5 cms.
- g) Eye Vision: 6/6 with or without glasses
- h) Colour Vision: Colour blindness is a disqualification
- i) Blood Pressure:
 - Age 18 to 25 years: 100 plus the age in years.
 - Age over 25 years: 110 plus half of the age in years.

1.2 Academic

- a) Matriculation or its equivalent from the recognized Board in India.

1.3 Professional Expertise and Experience

- a) Conductor License issued by Department of Transport, Delhi as a compliance of requirements as laid down in Chapter-III of The Motor Vehicle Act, 1988 read with Delhi Motor Vehicles Rules, 1993 (As Amended).
- b) Good knowledge of routes, timetable, ticketing systems and other relevant systems.
- c) Does not discriminate amongst passengers.

1.4 General

- (a) Wears uniform on duty
- (b) Courteous and helpful to passengers and other road users
- (c) Does not indulge in illegal gratification.
- (d) Pick up and drop passengers on all designated Stage Carriage stops and not unreasonably deny entry or exit to any passenger;
- (e) Provide all necessary assistance to Persons with Special Needs.



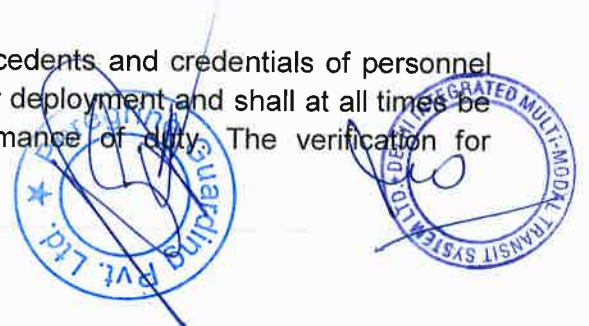
2. Verification Requirements of all Personnel who provide on-site services

- 2.1 The Agency shall deposit verification result for all Personnel :
- Conductor's license
 - Police Verification including Address Verification, Indian Criminal Record Verification and City of domicile's Court Record Check
 - Education Verification
 - Indian National Identity Check
 - Substance Abuse Testing
- 2.2 A FCP cannot be deployed WITHOUT Police Verification.
- 2.3 The aforesaid verification other than Conductor's License shall be done within three months of deployment by an independent third party who has been similar services in India, undertakes large say about 25,000 verifications per year and has been in this business for the past five years either in India or abroad. The cost towards such verification shall be borne by the Agency as part of the management costs.
- 2.4 The Verification Third Party shall be selected in the following manner:
- a) The Agency shall provide a shortlist of five to seven names
 - b) DIMTS shall shortlist three names. DIMTS shall have the right to add names in the list provided by Agency
 - c) Agency shall select one or more parties shortlisted by DIMTS.
- 2.5 Aadhar card details of all Personnel shall be provided for all Personnel.
- 2.6 Submission of Conductor's License is a pre-requisite for all FCP applicants.

3. Occupational Conduct, Health, Welfare and Safety

The Agency shall:

- 3.1 issue appointment letters to eligible FCP and furnish the same to DIMTS before deployment;
- 3.2 pay wages and eligible benefits etc. to the Personnel;
- 3.3 submit an undertaking in the form of an affidavit that the agency will not be involved in any 'corrupt /undesirable/malpractice' in any form while conducting this contract. Any employee/s of the agency found involved in any way shall be dispensed with immediate effect from the activities pertaining to execution of this Agreement;
- 3.4 ensure strict compliance of all labour and other statutory requirements connected in any way to the services under this Agreement;
- 3.5 ensure due verification and certification of antecedents and credentials of personnel deployed by it under this Agreement before their deployment and shall at all times be responsible for their conduct and due performance of duty. The verification for



genuineness of documents like address proof, educational qualification and licenses of Agency's personnel deployed under this Agreement shall be the responsibility of the Agency and the following documents shall be checked and provided to DIMTS for purpose of records and safekeeping, while in no way making DIMTS responsible got undertaking any verification or responsible for the conduct of such Personnel;

- 3.6 provide and maintain a safe and healthy work environment to Personnel;
- 3.7 make sure that Personnel in safe work practices at all times;
- 3.8 make sure that Personnel are aware of and comply with any changes to relevant legislation or policy in relation to occupational health, welfare and safety;
- 3.9 provide occupational health, welfare and safety training to Personnel in accordance with the requirements of labour and welfare laws; and
- 3.10 develop and maintain a management system which reports, investigates and responds appropriately to any hazard, incident or issue relating to occupational health, welfare and safety;
in relation to providing services set out in this Agreement.

4. Process of deployment by Agency vis-à-vis daily requirement of services

- 4.1. The supporting documents shall be verified by the agency at the time of receiving application from the applicant.
- 4.2. The selected candidate shall be directed for medical examination.
- 4.3. The candidate who passes the medical test shall be directed for training at the place specified by DIMTS. Thereafter based on the assessment made by DIMTS after training, DIMTS shall inform Agency about suitability of the candidate for the ticket dispensing/ fare collection services as per the contract.
- 4.4. Only eligible and qualified personnel accepted by DIMTS shall be deployed on Buses by the Agency as per requirement determined by DIMTS.



Schedule 3: Fee Calculations and Payment Mechanism

Table-A

Sr. No.	Description	Cost Per Bus Per Shift (in Rs.)
A	Applicable Minimum Rate of Wage in Scheduled Employment under the Minimum Wages Act, 1948 in the National Capital Territory of Delhi for Semi-skilled person ⁽¹⁾	Rs. 730.50
B	ESI contribution by the Agency ⁽²⁾	@ 3.25 % of A =Rs. 23.74
C	PF contribution by Agency (Weighted average value for all Personnel) including service charge @ 1% of A ₁ ⁽⁴⁾	@ (12% +1%) of Rs. A ₁ = Rs.66.48
D	Statutory Bonus ⁽⁵⁾ (Weighted average value for all Personnel)	@8.33% of A ₁ = Rs.42.60
E	Annual Leave with Wages ⁽⁶⁾ (15 days per year)	=15/ (365-52-3-15) * A ₁ =Rs.26.00
F	Total (A+B+C+D+E)	Rs. 889.31
G	Management Fee and Overheads ⁽⁷⁾	5.9%
H	Fees payable to Agency On Per Shift Per Bus Basis (the "Bid Criteria")	941.78

Note:

- (1) The Applicable minimum wage rate ("A") shall be revised based on notifications issued by Labour Department, Government of NCT of Delhi for Semiskilled Labour in all schedules employments except employment in "Shop And Establishment and employment in 'Clubs' from the website : <https://labour.delhi.gov.in/labour/current-minimum-wage-rate> as on date of bidding, the latest notification issued by Labour Department, Government of NCT of Delhi vide order number F.No.(142)/02/MW/VIII/Part file/429-443 dated 20.04.2023 which is applicable from April 2023. Employees State Insurance Act, 1948 shall be applicable for ESI contribution to Agency's Personnel.
- (2) "A₁" = "A" – 30% of "A" (towards HRA Adjustment)
- (3) Agency will be fully liable to extend benefits to agency personnel of EPF as per EPF Act 1952. The PF contribution by Employer shall be as per the provisions of EPF Act 1952.
- (4) Statutory Bonus as per the Payment of Bonus Act, 1965. The Agency shall submit details of bonus amount due and payable along with details of eligible beneficiaries (employees) by 30th June every year to DIMTS and after undertaking necessary due diligence DIMTS shall make payment by 30th September every year. For the final year of the contract (1st July of the second year to end of the contract) the applicable bonus amount will be settled within 60 days from the date of successful completion of the Agreement. On pro-rata basis Management Fee and Overheads (refer G) for the portion of Statutory Bonus paid to the eligible beneficiaries shall be released annually.



- (5) Annual Leave with Wages as per the Motor Transport Workers Act, 1961 shall be payable annually as reimbursable on actual basis. On pro-rata basis Management Fee and Overheads for the portion of Annual Leave with Wages paid to the eligible beneficiaries shall be released annually.
- (6) The Management Fee and Overheads excluding premium of Insurance Policy towards Gratuity of FCPs shall include the following:
- a) Cost of Supervisors including Statutory Bonus and Leave Wages.
 - b) Group Accidental Insurance and Ex-Gratia Payment for Fare Collection Personal (excluding ESIC) as per clause 4.2 (x) of Article 4 of Fare Collection Services Agreement (FCSA).
 - c) Third Party Verification as per clause 2.3 of Schedule 2.
 - d) Uniform for Fare Collection Personal as per Para No.7 of Schedule 1.
 - e) Any other operational overhead costs, profits etc.

Note:

The agency shall obtain separate Insurance Policy towards liabilities of Gratuity payable under the Payment of Gratuity Act, 1972 to the FCPs at the rate of 2.5 FCPs per bus. DIMTS agrees to reimburse the actual insurance premium against the certified Insurance Premia Receipt within seven (07) days from the date of receipt of the certified Invoice and following documentation.

- (7) Minimum number of supervisors required for management of FCS Personnel for each Package shall in terms of Para 6 of Schedule 1 of DFCSA of RFP Document.
- (8) Illustration for fee payable per shift per duty basis: $F*(1+G/100) = H$
- a) Let $F = 889.31$
 - b) Let $G = 5.9\%$
 - c) Therefore $H = 889.31 * (1 + 5.9/100)$
 $= 941.78$
- (9) Sr. No. "A" to "E" are payable upon verification and shall be released in terms of reimbursements.
- (10) The Agency shall be responsible for maintaining necessary records/reports/documents and complying with all statutory provisions pertaining to employment or use or deployment of Personnel such as Minimum Wages Act, 1948, Payment of Wages Act, 1936, Payment of Gratuity Act, 1972, the Motor Transport Workers Act, 1961, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965, Maternity Benefit Act, 1961, etc

Other Conditions:

- i.) Fees are subject to change in Applicable Law and upto the extent of such change in the Applicable Law.
- ii.) Maternity Leave for FCP in terms of the Maternity Benefit Act, 1961 and payment shall be made at actuals over and above the Fees subject to submission of necessary documents/proof.



- iii.) Any of the Agency's Personal engaged on overtime shall be entitled to remuneration for such overtime in terms of the Motor Transport Workers Act, 1961. Overtime payment shall not be a reimbursable component by DIMTS and it shall be borne by the Agency.
- iv.) Agency shall submit its monthly bills towards monthly charges payable to the agency along with date-wise duty-roster sheet for the said billing period duly certified by the person authorized by DIMTS in this regard on or before the 3rd day of the month.
- v.) Payments on account of provision of service on the national holidays, shall be paid at 100% additional Wages (refer A table above).
- vi.) Performance Adjustments and Recoveries
 - a) The performance standards and the default charges shall be in accordance with Schedule 4.
 - b) The default charges shall be subject to a maximum of 20% of the monthly Fees payable to the Agency for that month without netting out any recoveries.
 - c) Any difference in the actual cash deposited by its Personnel with respect to estimated revenue from the ETM records shall be recovered from the Agency Fees.
 - d) The Agency shall be solely and completely responsible for any damage to or theft from any act or negligence of Agency's personnel, and such costs shall be recoverable from the Agency Fees and in case of ETM, such costs shall be payable directly to DIMTS by the Agency upon such claim. Requisite due diligence and process including lodging of FIR shall be the sole responsibility of Agency. Agency's responsibility shall extend to (a) ETM/ pre-printed tickets, (b) asset of DIMTS/ DoT/ Bus/ related infrastructure of the Project, or (c) claims sustainable against DIMTS, (d) any such claim. The extent of such recovery shall be based on assessment of DIMTS.

Break-Up of Management Fee and Overheads

Sr. No.	Description	Cost Per Bus Per Shift (in Rs.)
	Management Fee and Overheads excluding premium of Insurance Policy towards Gratuity of FCPs	
i.)	Cost of Supervisor including Statutory Bonus & Leave Wages	23.1
ii.)	Group Accidental Insurance and Ex-Gratia Payment of Fare Collection Personal excluding ESIC	0.95
iii.)	Third Party Verification	1.06
iv.)	Uniform for FCPs	3.88
v.)	Any other operational overhead costs, profits etc	23.92
	Total Management Fee and Overheads (G) (Sum of Sr. No. (i) to (v))	52.91
	Total Management Fee and Overheads (G) (To be expressed in %)	5.9%



Annexure B: Certification for PF, ESI & Minimum Wages

AVP – Human Resources

Date: *****

DIMTS Ltd.
8th Floor, Block-1, Delhi Technology Park,
Shastri Park,
Delhi – 110053

Dear Sir

We hereby certify that we have deposited ESI & EPF dues for the month of XXXXX. As per details given hereunder: -

Depot Name	No. of Employees	Minimum Wage	Employer Share of PF	Employees Share of PF	Total wage for ESI	Employers share of ESI	Employees share of ESI
Depot A							
Depot B							
Depot C							
Depot D							
Depot E							
Total							

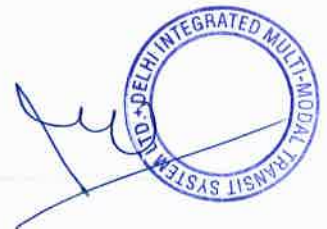
We certify that we have paid Minimum Wages as per government rule to FCPs and deposited ESI & EPF of each FCP who is working for Bus Cluster scheme.

We are enclosing herewith a copy of ESI Challan, copy of PF Challan, ECR copy of PF, Contribution history of ESI, copy of bank statement for release of monthly wages & Goods and Services Tax (GST) paid challans. Further we certify that a sum of Rs. XXXXX has been deposited in ESI fund for the m/o XXXX' 2023 & Rs. XXXXXX has been deposited in Provident Fund for the M/o XXXXX' 2023. Out of these Employee part Rs. XXXXX and Employer part Rs. XXXXXX is towards ESI and Provident Fund employee part Rs. XXXXX and Employer part Rs. XXXXXX is towards for the manpower deployed at DIMTS.

We certify that the above said documents comply with the requirement of ESI, EPF and other relevant Laws.

Yours sincerely,

Agency Name & Stamp



Annexure A: Certification for Payment for Goods and Services Tax (GST)

“Certificate/ Undertaking”

This is to certify that we are Goods and Services Tax (GST) Assesse vide Goods and Services Tax (GST) Registration Number xxxxxx with Goods and Services Tax (GST) office, Delhi, and we are collecting Goods and Services Tax (GST) under the category of Manpower Recruitment/Supply Agency Services and declare hereby that whatever the amount charged from M/s Delhi Integrated Multi-Model Transit Systems Ltd. for the month of XXXX, 2023 on account of Goods and Services Tax (GST) and cess thereon have been deposited with concerned authorities.

For (Name of the Agency)

Authorised Signatory

Place:

Date:



Schedule 4: Performance Standards and Default Charges

Sr. No.	Performance Area	Default charges										
1.	Deficiency List of Personnel (Refer Schedule-5).	Rs. 200/- for each deficiency detected the first time, and Rs. 300/- for each deficiency detected for any repeated deficiency during a calendar month for a specific person.										
2.	Under influence of alcohol/ drugs while on duty.	Removal / Blacklisting of specific person besides a deduction of Rs.500/- per instance shall be imposed										
3.	Any malpractice/cheating/ corruption detected on duty leading to loss of revenue.	Removal/ Blacklisting of specific person besides deduction (Rs.10,000/- per instance) may be imposed upon the Agency and recovered from Fees, subject to the charges being proved in the enquiry report of DIMTS.										
4.	Delay in deployment of FCP as per duty roster by the Agency on the basis of biometric attendance.	<table border="1"> <thead> <tr> <th>Delay in conductor deployment</th> <th>INR</th> </tr> </thead> <tbody> <tr> <td>Upto 2 hours</td> <td>500</td> </tr> <tr> <td>Upto 4 hours</td> <td>1000</td> </tr> <tr> <td>Upto 6 hours</td> <td>1500</td> </tr> <tr> <td>Upto 8 hours</td> <td>2000</td> </tr> </tbody> </table>	Delay in conductor deployment	INR	Upto 2 hours	500	Upto 4 hours	1000	Upto 6 hours	1500	Upto 8 hours	2000
Delay in conductor deployment	INR											
Upto 2 hours	500											
Upto 4 hours	1000											
Upto 6 hours	1500											
Upto 8 hours	2000											
5.	Shortfall in cash deposited by the Agency's personnel vis-a-vis the estimated tickets sales including any cash equivalent loss of pre-printed tickets.	Any shortfall to be made good within 24 (twenty-four) hours. In case of compliance in step (a) not done, DIMTS shall deduct from the Fees.										
6.	Any FCP is found dispensing/in possession of counterfeit pre-printed tickets.	Rs. 1,00,000/- per instance										
7.	Usage / possession of any unauthorized ETM.	Rs. 20,000/-										



Schedule 5: Deficiency List of Personnel

1. CASH

- 1.1. Failure to return passenger's balance amount in sufficient time.
- 1.2. Misappropriation of excess cash (passenger balance), if any.
- 1.3. Failure or delay to deposit lost property and/or unauthorized disposal thereof.
- 1.4. Delay in depositing cash collection immediately on completion of duty.
- 1.5. Not endorsing passenger's balance on the waybill and on the back of the tickets, if required.

2. DUTY

- 2.1. Leaving duty before reaching terminus and/or without proper relieving.
- 2.2. Losing attendance card.
- 2.3. Not announcing Bus stops for passenger information.
- 2.4. Not hailing passengers for tickets
- 2.5. Not reporting to supervisor (in case posted) at starting point / time.
- 2.6. Not marking closing or opening Number of Tickets in the waybill.
- 2.7. Not checking tickets issued by advance booker or passes.
- 2.8. Losing any property of DIMTS entrusted to authorised personnel of agency losing any property entrusted to authorised personnel of agency by DIMTS.
- 2.9. Remaining idle and not issuing tickets when required.

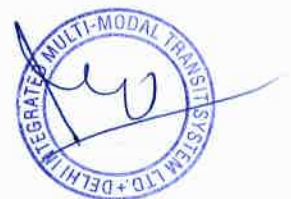
3. CONDUCT & BEHAVIOR

- 3.1. Disobeying the orders of DIMTS.
- 3.2. Being rude or insolent to passengers.
- 3.3. Without uniform.
- 3.4. Not found mobile in the bus for ticket dispensation.
- 3.5. Smoking in Bus/Depot/Public places.
- 3.6. Sleeping/leisurely sitting while on duty.
- 3.7. Delaying bus without cause.
- 3.8. Not guiding driver properly, while the vehicle is being reversed by the driver.
- 3.9. Driving the vehicle
- 3.10. Not reporting incidents, accidents and breakdowns in time.
- 3.11. Not reporting faulty display board/announcement system in the bus.
- 3.12. Not providing necessary aid to persons injured by bus in case of an accident.
- 3.13. Thumping the panels of bus to give signals to driver.

4. TICKETS

- 4.1. Wrong punching of tickets, passes etc.
- 4.2. Wrong/faulty operation of ETM

5. Any other deficiency as may be added by DIMTS from time to time.



DATE : 07AUG23

TO :
THE COMMISSIONER,
TRANSPORT DEPARTMENT,
5/9, UNDER HILL ROAD,
NEW DELHI-110054

OUR REF:LETTER OF GUARANTEE
316020930002-LP

AMOUNT :
INR46,694,959.00

APPLICANT : PEREGRINE GUARDING PRIVATE LIMITED PLOT 458, UDYOG
VIHAR

L/G ADVISING

AT THE REQUEST OF OUR PRINCIPAL, PEREGRINE GUARDING PRIVATE LIMITED PLOT 458, UDYOG VIHAR , WE ENCLOSE THE ABOVE ORIGINAL GUARANTEE IN YOUR FAVOUR.

WE CONFIRM THAT THE CAPTIONED GUARANTEE IS ISSUED BY US AND SIGNED BY OUR AUTHORISED SIGNATORIES AND RECORDED ON OUR BOOKS ON ACCOUNT OF PEREGRINE GUARDING PRIVATE LIMITED PLOT 458, UDYOG VIHAR

IN YOUR OWN INTERESTS, YOU MAY VERIFY THE GENUINENESS OF THE GUARANTEE WITH THE ISSUING OFFICE.
ALL PARTIES TO THIS TRANSACTION ARE ADVISED THAT BANKS MAY BE UNABLE TO PROCESS A TRANSACTION THAT INVOLVES COUNTRIES, REGIONS, ENTITIES, VESSELS OR INDIVIDUALS SANCTIONED BY THE UNITED NATIONS, THE UNITED STATES, THE EUROPEAN UNION, THE UNITED KINGDOM OR ANY OTHER RELEVANT GOVERNMENT AND/OR REGULATORY AUTHORITY AND THAT SUCH AUTHORITIES MAY REQUIRE DISCLOSURE OF INFORMATION.

SCB IS NOT LIABLE IF IT, OR ANY OTHER PERSON, FAILS OR DELAYS TO PERFORM THE TRANSACTION OR DISCLOSES INFORMATION AS A RESULT OF ACTUAL OR POTENTIAL BREACH OF SUCH SANCTIONS

FOR STANDARD CHARTERED BANK



STANDARD CHARTERED BANK
TRADE SERVICES-NEW DELHI
9/10, BAHADUR SHAH ZAFAR MARG
NEW DELHI - 110002
INDIA
TELEPHONE : 1800 266 2888



TRADE SERVICES-NEW DELHI
9/10,BAHADUR SHAH ZAFAR MARG
NEW DELHI - 110002
INDIA

LETTER OF GUARANTEE	OUR REF. NO. 316020930002-LP
---------------------------	---------------------------------

DATE : 07AUG23

TO :
THE COMMISSIONER,
TRANSPORT DEPARTMENT,
5/9, UNDER HILL ROAD,
NEW DELHI-110054

AMOUNT
INR46,694,959.00 ***

TO
THE COMMISSIONER, TRANSPORT DEPARTMENT,
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
TRANSPORT DEPARTMENT,
5/9, UNDER HILL ROAD,
NEW DELHI-110054

THIS DEED OF GUARANTEE EXECUTED ON THIS THE ⁰⁷TH DAY OF AUGUST 2023 AT NEW DELHI AT BY STANDARD CHARTERED BANK TRADE SERVICES, 1ST FLOOR EXPRESS BUILDING, 9/10, BAHADUR SHAH ZAFAR MARG NEW DELHI - 110002 FAX:0124 4231652 HAVING ITS HEAD/REGISTERED OFFICE AT 1 BASINGHALL AVENUE, LONDON, EC2V 5DD, UNITED KINGDOM, HEREINAFTER REFERRED TO AS 'THE GUARANTOR' WHICH EXPRESSION SHALL UNLESS IT BE REPUGNANT TO THE SUBJECT OR CONTEXT THEREOF INCLUDE SUCCESSORS AND ASSIGNS:



IN FAVOUR OF
TRANSPORT DEPARTMENT, GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI (HEREINAFTER CALLED 'DOT'), REPRESENTED BY THE COMMISSIONER, HAVING ITS OFFICE AT 5/9, UNDER HILL ROAD, NEW DELHI-110054, HEREINAFTER REFERRED TO AS 'DOT', WHICH EXPRESSION SHALL, UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS ADMINISTRATORS, SUCCESSORS OR ASSIGNS.

WHEREAS

A. BY THE AGREEMENT ENTERED INTO BETWEEN M/S DELHI INTEGRATED MULTI MODAL TRANSIT SYSTEM LTD, 8TH FLOOR, BLOCK-I, DELHI TECHNOLOGY PARK, SHASTRI PARK, DELHI-110 053 (HEREIN AFTER CALLED DIMTS) AND M/S PEREGRINE GUARDING PVT LTD, A COMPANY INCORPORATED UNDER THE PROVISIONS OF THE COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE/PERMANENT ADDRESS AT 859 KHASRA NO 220, OPPOSITE PILLAR NO , NEAR RAILWAY CROSSING BIJWASAN, NEW DELHI - 110077 ('AGENCY') ('THE AGENCY') THE COMPANY/FIRM HAVE/ HAS BEEN AUTHORIZED TO FOR PROVIDING FARE COLLECTION AND RELATED SERVICES (PACKAGE 'A') IN OPERATION OF PRIVATE STAGE CARRIAGE BUSES UNDER CORPORATIZATION SCHEME IN DELHI, IN ACCORDANCE WITH THE AGREEMENT MENTIONED HEREINABOVE.

*** END OF PAGE ONE ***

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TRADE SERVICES-NEW DELHI
9/10,BAHADUR SHAH ZAFAR MARG
NEW DELHI - 110002
INDIA

**CONTINUATION OF
LETTER OF GUARANTEE**

OUR REFERENCE NUMBER
316020930002-LP

B. IN TERMS OF THE AGREEMENT, THE AGENCY IS REQUIRED TO FURNISH TO DOT, AN UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR AN AMOUNT OF RS. 4,66,94,959.00 (RUPEES FOUR CRORE SIXTY SIX LAC NINETY FOUR THOUSAND NINE HUNDRED FIFTY NINE ONLY) AS PERFORMANCE SECURITY FOR DUE PERFORMANCE/DISCHARGE OF ITS OBLIGATIONS UNDER THE AGREEMENT, RELATING TO FARE COLLECTION AND RELATED SERVICES IN OPERATION OF PRIVATE STAGE CARRIAGE BUSES UNDER CORPORATIZATION SCHEME IN DELHI.

C. AT THE REQUEST OF THE AGENCY, THE GUARANTOR HAS AGREED TO PROVIDE GUARANTEE, BEING THESE PRESENTS, GUARANTEEING THE DUE AND PUNCTUAL PERFORMANCE/DISCHARGE BY THE AGENCY OF ITS OBLIGATIONS UNDER THE AGREEMENT RELATING TO FARE COLLECTION AND RELATED SERVICES IN OPERATION OF PRIVATE STAGE CARRIAGE BUSES UNDER CORPORATIZATION SCHEME IN DELHI.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

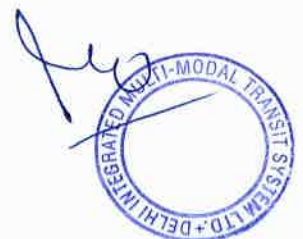
1. CAPITALISED TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANING ASSIGNED TO THEM RESPECTIVELY IN THE AGREEMENT.

2. THE GUARANTOR HEREBY IRREVOCABLY GUARANTEES THE DUE AND PUNCTUAL PERFORMANCE BY M/S. PEREGRINE GUARDING PVT LTD (HEREINAFTER CALLED 'THE AGENCY') OF ALL ITS OBLIGATIONS RELATING TO FARE COLLECTION AND RELATED SERVICES IN OPERATION OF PRIVATE STAGE CARRIAGE BUSES UNDER CORPORATIZATION SCHEME IN DELHI.

3. THE GUARANTOR SHALL, WITHOUT DEMUR, PAY TO DOT SUMS NOT EXCEEDING IN AGGREGATE RS. 4,66,94,959.00 (RUPEES FOUR CRORE SIXTY SIX LAC NINETY FOUR THOUSAND NINE HUNDRED FIFTY NINE ONLY), WITHIN FIVE (5) CALENDAR DAYS OF RECEIPT OF A WRITTEN DEMAND THEREFORE FROM DOT STATING THAT THE AGENCY HAS FAILED TO MEET ITS PERFORMANCE OBLIGATIONS RELATING TO FARE COLLECTION AND RELATED SERVICES IN OPERATION OF PRIVATE STAGE CARRIAGE BUSES UNDER CORPORATIZATION SCHEME IN DELHI. THE GUARANTOR SHALL NOT GO INTO THE VERACITY OF ANY BREACH OR FAILURE ON THE PART OF THE AGENCY OR VALIDITY OF DEMAND SO MADE BY DOT AND SHALL PAY THE AMOUNT SPECIFIED IN THE DEMAND NOTWITHSTANDING ANY DIRECTION TO THE CONTRARY GIVEN OR ANY DISPUTE WHATSOEVER RAISED BY THE AGENCY OR ANY OTHER PERSON. THE GUARANTOR'S OBLIGATIONS HEREUNDER SHALL SUBSIST UNTIL ALL SUCH DEMANDS ARE DULY MET AND DISCHARGED IN ACCORDANCE WITH THE PROVISIONS HEREOF.

*** END OF PAGE TWO ***

PAGE 2 OUT OF 5 PAGE(S)



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TRADE SERVICES-NEW DELHI
9/10,BAHADUR SHAH ZAFAR MARG
NEW DELHI - 110002
INDIA

CONTINUATION OF
LETTER OF GUARANTEE

OUR REFERENCE NUMBER
316020930002-LP

4. IN ORDER TO GIVE EFFECT TO THIS GUARANTEE, DOT SHALL BE ENTITLED TO TREAT THE GUARANTOR AS THE PRINCIPAL DEBTOR. THE OBLIGATIONS OF THE GUARANTOR SHALL NOT BE AFFECTED BY ANY VARIATIONS IN THE TERMS AND CONDITIONS OF THE AGREEMENT OR OTHER DOCUMENTS OR BY THE EXTENSION OF TIME FOR PERFORMANCE GRANTED TO THE AGENCY OR POSTPONEMENT/NON-EXERCISE/ DELAYED EXERCISE OF ANY OF ITS RIGHTS BY DOT OR ANY INDULGENCE SHOWN BY DOT TO THE AGENCY AND THE GUARANTOR SHALL NOT BE RELIEVED FROM ITS OBLIGATIONS UNDER THIS GUARANTEE ON ACCOUNT OF ANY SUCH VARIATION, EXTENSION, POSTPONEMENT, NON-EXERCISE, DELAYED EXERCISE OF ANY OF ITS RIGHTS BY DOT OR ANY INDULGENCE SHOWN BY DOT, PROVIDED NOTHING CONTAINED HEREIN SHALL ENLARGE THE GUARANTOR'S OBLIGATION HEREUNDER.

5. THIS GUARANTEE SHALL BE IRREVOCABLE AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL 2ND AUG 2024 UNLESS DISCHARGED/RELEASED EARLIER BY DOT IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT.THE GUARANTOR'S LIABILITY IN AGGREGATE BE LIMITED TO A SUM OF RS.4,66,94,959.00 (RUPEES FOUR CRORE SIXTY SIX LAC NINETY FOUR THOUSAND NINE HUNDRED FIFTY NINE ONLY).

6. THIS GUARANTEE SHALL NOT BE AFFECTED BY ANY CHANGE IN THE CONSTITUTION OR WINDING UP OF THE AGENCY/THE GUARANTOR OR ANY ABSORPTION, MERGER OR AMALGAMATION OF THE AGENCY /THE GUARANTOR WITH ANY OTHER PERSON.

7. THE GUARANTOR HAS POWER TO ISSUE THIS GUARANTEE AND DISCHARGE THE OBLIGATIONS CONTEMPLATED HEREIN, AND THE UNDERSIGNED IS DULY AUTHORISED TO EXECUTE THIS GUARANTEE PURSUANT TO THE POWER GRANTED UNDER POWER OF ATTORNEY DATED 03RD AUG 2023.

8. THE EXPRESSIONS 'DOT', 'THE BANK' AND 'THE AGENCY' HEREINBEFORE USED SHALL INCLUDE THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

I) OUR LIABILITY UNDER THIS BANK GUARANTEE SHALL NOT EXCEED RS. 4,66,94,959.00 (RUPEES FOUR CRORE SIXTY SIX LAC NINETY FOUR THOUSAND NINE HUNDRED FIFTY NINE ONLY).

II) THIS BANK GUARANTEE SHALL BE VALID UP TO 02ND AUG 2024.

III) WE ARE LIABLE TO PAY THE GUARANTEED AMOUNT OR ANY PART THEREOF UNDER THIS BANK GUARANTEE ONLY IF YOU SERVE UPON US A WRITTEN CLAIM OR DEMAND (AND WHICH SHOULD BE RECEIVED BY US), ON OR BEFORE THE CLOSE OF BANKING HOURS WHERE AFTER IT CEASES TO BE IN EFFECT IN ALL RESPECTS WHETHER OR NOT THE ORIGINAL BANK GUARANTEE IS RETURNED TO US.

*** END OF PAGE THREE ***

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TRADE SERVICES-NEW DELHI
9/10, BAHADUR SHAH ZAFAR MARG
NEW DELHI - 110002
INDIA

CONTINUATION OF
LETTER OF GUARANTEE
OUR REFERENCE NUMBER
316020930002-LP

IN WITNESS WHEREOF I/WE OF THE BANK HAVE SIGNED AND SEALED THIS
GUARANTEE ON THE 05TH DAY OF AUGUST 2023 BEING HEREWITH DULY
AUTHORISED.

FOR AND ON BEHALF OF THE STANDARD CHARTERED BANK
SIGNATURE OF AUTHORISED BANK OFFICIAL

NAME:

DESIGNATION:

STAMP/SEAL OF THE BANK:

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE BANK
BY THE ABOVE NAMED IN THE PRESENCE OF :

WITNESS 1.

SIGNATURE
NAME:
ADDRESS:

ANISH THAKUR - *Anish*

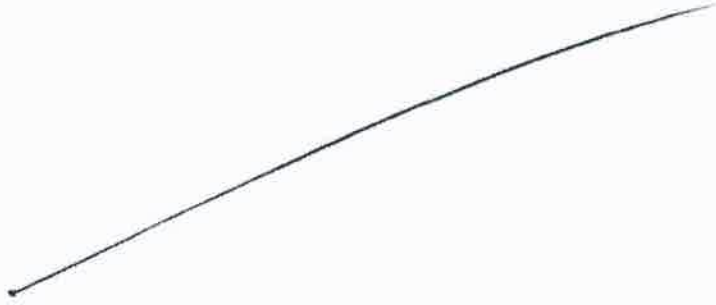
WITNESS 2.

SIGNATURE
NAME:
ADDRESS:

RAJESH KUMAR - *Rajesh*



***** END *****



FOR STANDARD CHARTERED BANK
ASHISH PANDEY
Associate Manager-Trade Services
Standard Chartered Bank
PSID-1239571

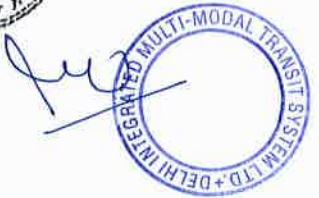


FOR STANDARD CHARTERED BANK
KULWANT SINGH
Manager-Trade Services
Standard Chartered Bank
D-15672



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EXTRACT OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF PEREGRINE GUARDING PRIVATE LIMITED HELD ON MONDAY, 22ND DAY OF AUGUST, 2022 AT 11:00 AM AT CORPORATE OFFICE - PLOT NO. 13, ELECTRONIC CITY, UDYOG VIHAR, PHASE IV, SECTOR 18, GURGAON - 122015, HARYANA

To consider and approve the list of Authorised Signatories to deal with following matters on behalf of the company

In supersession of all the resolutions passed in this regard, Mr. Rakesh Tripathi, Managing Director of the Company requested the Board Members to note that the Company propose to delegate authority to the authorized signatory(s) of the Company to deal with (i) Legal Matters; (ii) GST Law matters; and (iii) Human Resource Matters; and (iv) General Matters of the Company respectively on behalf of the Company.

He further requested the Board Members to note that consequent to the organizational changes and for operational convenience, it is proposed to review the list of authorized signatories of the Company.

The Board Members discussed the same and passed the following Resolution(s) unanimously:

1. Legal Matters

“Resolved that in supersession of the earlier resolution(s) passed in this regard, the below mentioned Director / Officer(s) of the Company, namely:

Sl. No.	Name of Signatories	Designation
1.	Mr. Rajan Oberoi	Global CEO & Director
2.	Mr. Rakesh Tripathi	Managing Director
3.	Mr. Vikas Mudgal	Authorised Representative
4.	Mr. Anshul Sharma	Authorised Representative

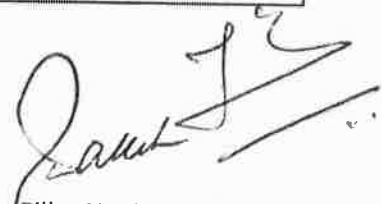
U74920DL2003PTC122546

Peregrine Guarding Pvt. Ltd.

Registered Office : 2nd Floor, House No. 859, Khasra No. 220, Opposite Pillar No. 5, Near Railway Crossing Bijwasan, New Delhi - 110077

Corporate Office : Plot No. 13, Sector-18, Electronic City, Gurgaon-122015
Haryana (India)

www.peregrine-security.com



be and are hereby severally authorized to execute documents, file, institute, withdraw, prosecute, defend, compound, sign and verify all/any suits, writs, petitions, pleadings, complaints, applications, and all/ or any actions and proceedings by and/or against the Company as permitted by applicable law, and execute all /any documents whether incidental and supplementary thereto including but not limited to pleadings, give evidence, execute Vakalatnamas and affidavits as may be necessary for and on behalf of the Company before Court of Law, Tribunal, Commission(s), or represent the Company before any Judicial or Quasi-Judicial Body, any Government or Non-Government Authority or Department or any other authority constituted by Law or by Arbitrators or any person appointed with the consent of the parties concerned and to appoint, nominate, revoke and cancel any solicitor, arbitrator or any practitioner in the above matter(s).

Resolved further that any of the aforesaid Director / Officer(s) of the Company be and are hereby severally authorized to execute and / or issue Letter(s) of Authority/General Power of Attorney/Special Power of Attorney thereby delegating, empowering and authorizing any employee of the Company or any other person to do any of and all the acts, deeds and exercise Powers as are envisaged in the above Resolution.

Resolved further that a certified copy of this resolution be provided to all concerned under the hand of a Director of the Company.”

2 Goods and Services Tax (GST) Law matters

“Resolved that in supersession of the earlier Resolution(s) passed in this regard, the below mentioned Director(s) / Officer(s) / Authorized Signatory(ies) of the Company, namely:

Sl. No.	Name	Designation
1.	Mr. Rajan Oberoi	Global CEO & Director
2.	Mr. Rakesh Tripathi	Managing Director
3.	Mr. Shashivir Singh	Finance Controller
4.	Mr. Sarvesh Kumar	Senior General Manager Finance
5.	Mr. Puneet Arora	Associate General Manager Taxation

be and hereby severally authorized to do the following acts, deeds, and things:

1. to sign, apply for new registrations, modification of all earlier registrations and file Return(s), Challan(s), Paper(s), Document(s), Certificate(s), Writing(s) etc. to State / Central Government Authority(ies) as required under Goods and Services (GST) Tax Laws, or under any other applicable Act relating to all other Taxation Laws/matters;



2. to accept all notices, summons and papers from the above mentioned Authorities and to declare, swear, sign, submit all forms, declarations, returns, applications, appeals and documents whatsoever necessary or expedient in the matter and to do all other compliances pertaining to Notices, Orders and other Correspondences with such State / Central Government Authorities;
3. to appear and act on behalf of and represent the Company in relation to the above matter(s); and
4. to do all such acts, deeds and things as may be considered necessary or expedient in relation to the above.
5. to sign and file such other documents with respect to GST matters which includes but not limited to signing and filling of delivery challans & GST invoices.”

Resolved further that any of the above mentioned , Director / Authorized Signatory(ies) / Officer(s) of the Company be and are hereby severally authorized to delegate any or all of the aforesaid powers under appropriate Letter of Authority in favour of such person(s) / officer(s) of the Company as they may deem fit.”

Resolved further that a certified copy of this Resolution be provided to the concerned authority(ies) under the hand of a Director or Company Secretary, if any, of the Company.”

3 Human resource matters

“Resolved that in supersession of the earlier resolution(s) passed in this regard, the following Director / Officer of the Company be and are hereby severally authorized as per the details given herein below to do the following acts, deeds, matters and things for and on behalf of the Company in accordance with the applicable policy(ies) of the Company:

Sl. No.	Name	Designation
1.	Mr. Rajan Oberoi	Global CEO & Director
2.	Ms. Amrita Pandey	Sr. Vice President & Group Head – Human Resources

(1) to enter into human resource related contracts with consultants and employees, sign offer letters, termination letters, change in designation letters and such other documents as may be appropriate under policy(ies) of the Company/ pertaining with all the Human Resource related matters in this regard;”



Resolved further that all acts, deeds and things done, executed or performed for and on behalf of the Company for the aforesaid purposes by the aforesaid Director / Officer, in the manner as given hereinabove, shall be binding on the Company.”

Resolved further that aforesaid Officer(s) of the Company be and are hereby severally authorized to issue letter(s) of authority thereby delegating, empowering and authorizing any employee of the Company or any other person to do any or all of the acts, deeds and exercise Powers as are envisaged in the above Resolution.”

Resolved further that certified true copy (ies) of this resolution be provided to all concerned under the hand of a Director or Company Secretary of the Company”.

4. General matters

To grant authorization & powers for corporate, secretarial, powers for signing and executing contracts and agreements and compliance matters of the company

The Board discussed the need to authorize and grant powers to the Company's officers for carrying out various actions and signing documents relating to corporate, compliance and secretarial matters of the Company, for and on behalf of the Company. The Board decided to grant such authorization to all Director(s) of the Company for specific items (as detailed in resolutions) with effect from August 22, 2022. The Board noted that each of such powers to be exercised by them would be subject always to the superintendence, control and direction of the Board, and in accordance with the Companies Act, 2013 (as amended from time to time), applicable laws, and the Articles of Association of the Company. Accordingly, the following resolutions were passed unanimously:

- (i) “Resolved that any of Mr. Rajan Oberoi, Director; Mr. Rakesh Tripathi, Managing Director and Mr. Siddharth Dahiya, Managing Director of the Company, be and are hereby severally authorized to sign (electronically through registered digital signature or physically), file all corporate documents and forms (e-forms or paper forms), pay applicable fees and taxes, and provide declarations, affidavits or any other undertaking relating thereto, for and on behalf of the Company with the Ministry of Corporate Affairs and other government authorities related thereto.
- (ii) Resolved further that any of Mr. Rajan Oberoi, Director & Global CEO; Mr. Rakesh Tripathi, Managing Director and Mr. Siddharth Dahiya, Managing Director of the Company be and are hereby severally authorized to sign, file all documents and forms, pay applicable fees and taxes, and provide declarations, affidavits or any other undertaking relating thereto, for and on behalf of the Company, with all Central Government and/or State Government authorities, ministries, statutory bodies, public sector undertakings, all relevant departments, quasi-governmental authorities, local statutory authorities and other such bodies.



- (iii) Resolved further that any of Mr. Rajan Oberoi, Director & Global CEO; Mr. Rakesh Tripathi, Managing Director and Mr. Siddharth Dahiya, Managing Director of the Company be and are hereby severally authorized to pay stamp duty (as per applicable rates in different states of India), applicable taxes, registration fee, or any other statutory fee; lodge, present and register all contracts, agreements, and documents under the Registration Act, 1908 signed and executed for and on behalf of the Company; appear before the concerned Revenue department, tax authorities, Registrar or Sub-Registrar of Properties or any other registering officers of properties in the different states of India for the aforesaid purposes; and do all acts, deeds, matters and things necessary or proper for the aforesaid purposes under the applicable laws.
- (iv) Resolved further that any of Mr. Rajan Oberoi, Director & Global CEO; Mr. Rakesh Tripathi, Managing Director and Mr. Siddharth Dahiya, Managing Director of the Company be and are hereby severally authorized to sign, file, execute and deliver and sign all the documents/ papers for all tenders opened by other entities/ Company(s), all kinds of indemnities, deposit of earnest or any other demanded amount for such tenders, documents pertaining with refund orders and such other documents under applicable laws on the Company.
- (v) Resolved further that any of Mr. Rajan Oberoi, Director & Global CEO; Mr. Rakesh Tripathi, Managing Director and Mr. Siddharth Dahiya, Managing Director of the Company be and are hereby severally authorized to sign, execute, or make amendments to any document, application, agreement, letter, notice, required to be submitted to obtain any permission, license, authorization in connection with telephone, telex, fax, internet, water supply, power supply, government clearance or any other matter for the business of the Company.
- (vi) Resolved further that any of Mr. Rajan Oberoi, Director & Global CEO; Mr. Rakesh Tripathi, Managing Director and Mr. Siddharth Dahiya, Managing Director of the Company be and are hereby severally authorized to sub-delegate, grant authority/authorities to any of the employees or officers of the Company so long as the latter remains in the employment of the Company, by a specific/general Letter of Authority as may be required of any of the above powers and/or authorities.
- (vii) Resolved further that any of Mr. Rajan Oberoi, Director & Global CEO; Mr. Rakesh Tripathi, Managing Director and Mr. Siddharth Dahiya, Managing Director of the Company be and are hereby severally authorized in the Company's name and for and on its behalf to act in relation to the Company and to execute all such instruments and do all such acts, deeds, matters and things as for the day-to-day operations and business of the said Company.
- (viii) Resolved further that following officials of the Company be and hereby are severally authorized to act individually as authorized representatives of the Company and are granted

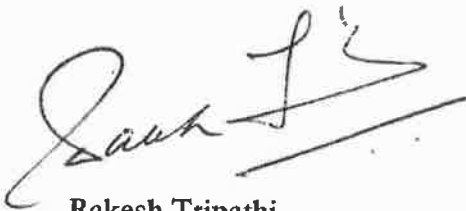


the powers with respect to commercial customer/clients contracts to (i) negotiate, execute, sign and deliver contracts and agreements with third parties, (ii) execute, sign, and deliver bid, performance guarantees, indemnity(s), advance payments, security money, and all other acts and deeds as are required for validation, and implementation of customer/clients contracts and agreements executed, and to all ancillary acts relating thereto, for and on behalf of the Company, subject to the following monetary limits:

- a) Mr. Rajan Oberoi, Director & Global CEO, Mr. Rakesh Tripathi, Managing Director and Mr. Siddharth Dahiya, Managing Director, severally authorized for executing and signing each Client/ Customer Contract.
- b) Mr. Shashivir Singh, Finance Controller, Mr. Sandeep Gupta, Global CFO and Mr. Shailendra Gupta, Authorised Signatory, of the Company, severally authorized to sign and execute such other Contract(s) except commercial agreements.

(ix) Resolved further that the Board hereby agrees to ratify and confirm all actions performed or documents signed lawfully by any Director of the Company pursuant to the authorizations and powers granted in these resolutions.”

Certified True Copy
for **Peregrine Guarding Private Limited**



Rakesh Tripathi
Managing Director
DIN: 07350427