

Non-Judicial



Indian-Non Judicial Stamp
Haryana Government



Date: 19/01/2024

Certificate No. GOS2024A1418

GRN No. 111908371



Stamp Duty Paid: ₹ 101
(Rs. Only)

Penalty: ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Peregrine Guarding Pvt Ltd

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 93*****15



Buyer / Second Party Detail

Name: Dimts

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 93*****15

Purpose: AGREEMENT HOUSEKEEPING SERVICES

Agreement between



Delhi Integrated Multi-Modal Transit System Limited

And

Peregrine Guarding Private Limited



[Handwritten signature]

Facility Management Agency Agreement

This Facility Management Agency Agreement is entered into on the 11TH January, Two Thousand and Twenty Four

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 – 110053, (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/or assigns) of the OTHER PART.

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

WHEREAS:

- A. Delhi Integrated Multi-Modal Transit System Limited (“DIMTS”) has its Offices at 5th & 8th Floor, Block-1, Delhi Technology Park, Shastri Park, Delhi - 110053 and OCC (Operational Control Centre) at ISBT Building, Kashmere Gate, Delhi - 110006. Besides its said offices, DIMTS is managing the operation of Cluster Buses in Delhi from Cluster Bus Depots within the precincts of Delhi. DIMTS is desirous of appointing an agency which can provide Facility Management Personnel for such offices/cluster bus depots etc.
- B. The primary work of the Agency will be to provide suitable Facility Management Personnel, who shall work as per the provisions of This Agreement.
- C. 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:

Article 1: Definitions and Interpretation

1.1 Definitions

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

- a) "**Agency**" shall mean Peregrine Guarding Private Limited which is being appointed for Facility Management Personnel for performing housekeeping, Cafeteria and miscellaneous services at offices and other sites of operation of DIMTS in Delhi and perform related duties in terms of this Agreement and/or as may be directed by DIMTS.
- b) "**Agreement**" shall mean "This Agreement" and/or any variation, amendment, modification hereof as may be made by the Parties in writing during the term hereof.
- c) "**Agreement Period**" shall mean a period of Two (02) years from the effective date, unless terminated earlier due to any reason, whichever is earlier.
- d) "**Applicable Laws**" means all 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 the NCT of Delhi or 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:
 - (i) Minimum Wages Act, 1948;
 - (ii) Payment of Wages Act, 1936;
 - (iii) Employees Provident Fund and Miscellaneous Provisions Act, 1952;
 - (iv) Employees State Insurance Act, 1948;
 - (v) Payment of Gratuity Act, 1972;
 - (vi) Payment of Bonus Act, 1965;
 - (vii) Delhi Shops and Establishments Act, 1954;
 - (viii) Industrial Disputes Act, 1947;
 - (ix) Professional Tax Act, 1987;
 - (x) Contract Labour (Regulation & Abolition) Act, 1970;
 - (xi) Workman Compensation Act, 1923.
- e) "**Appointed Date**" means the date of this Agreement.
- f) "**Confidential Information**" means the information of a confidential nature disclosed, furnished or communicated (whether 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 also include all information relating to the business of DIMTS and its business associates including the contact information of individuals working for DIMTS and its business associates of a related third party, directly or indirectly disclosed by DIMTS in any manner whatsoever.

- g) "**Effective Date**" means the date of commencement of work by the Agency under this Agreement which is 01st day of January 2024
- h) "**Force Majeure**" shall have the same meaning as ascribed to it in **Clause 16 hereof**.
- i) "**Intellectual Property**" means any patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, knowhow, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets pertaining to DIMTS and its business associates and any licences and permissions related thereto, in any part of the world, whether or not registered or capable of registration, and all applications for registration/renewal/extension thereof.
- j) "**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.
- k) "**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 Security Services to be provided by the Agency under This Agreement, which such Party has failed to cure.
- l) "**Facility Management Personnel**" shall mean the trained persons meeting the laid down criteria employed by the Agency for performing housekeeping, cafeteria and misc services at DIMTS offices / projects, implementation of Facility Management SOPs and any additional job allotted by DIMTS providing the services envisaged under the Agreement.
- m) "**Statutory Payments**" means the payments required to be made to Government Authorities in terms of Applicable Laws.

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, and Sub-clause, paragraph, subparagraph, Schedule or item is a reference to a Article, sub-clause, paragraph, subparagraph, Schedule or item of This Agreement.

Article 2: Agreement

- 2.1 Subject to and in accordance with the terms and conditions set forth in This Agreement, DIMTS hereby appoints the Agency for providing Facility Management Services round the clock and the Agency hereby accepts the same for the Agreement Period subject to the terms and conditions of This Agreement and further subject to the condition that the Agency cannot delegate or sub-contract any part of its (Agency's) obligations under This Agreement to any other agency or person without prior written consent of DIMTS



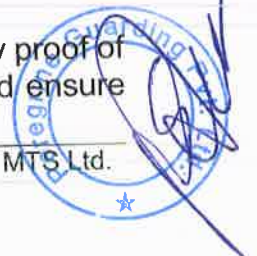
- 2.2 Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership, joint venture or agency between the Parties. Neither Party shall have any right or authority to represent on behalf of the other nor shall any such representation to third party(ies) bind the other 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 obligations under This Agreement. The Agency shall not act or hold itself out as a servant or employee of DIMTS.

Article 3: Mobilization and Duration of Agreement

- 3.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Agency agrees to provide the Facility Management Services for a period of two (02) years from the Effective Date, unless terminated earlier in accordance with the provisions of This Agreement.
- 3.2 The Agency shall mobilize resources within 7 days of Effective Date or such period as may be indicated by DIMTS. A delay beyond 7 days shall need to be compensated @ Rs. 500/- per Facility Management Personnel per day.

Article 4: Obligations of the Agency

- 4.1 The obligations of the Agency under the Agreement shall be as under:
- To provide suitable Facility Management Personnel at DIMTS Offices / Projects who are qualified and competent to undertake the assigned tasks in terms of Facility Management Services as set out in **Schedule 1**. Agency has agreed to provide round the clock Facility Management services for DIMTS aforementioned Properties.
 - To instruct Facility Management Personnel to render the services in accordance with the provisions of this Agreement and to ensure that all directions and instructions issued by DIMTS to the Agency in relation to the Facilities Management assigned to the Agency are adhered to and complied with and adopt relevant code of practice and conduct issued by DIMTS, as set out in **Schedule 2**, which may be amended/rectified from time to time by DIMTS at its sole discretion;
 - Agency agrees to provide efficient and experienced Facility Management Personnel, duly trained in all aspects to perform the Facility Management Services under this Agreement. Agency shall be fully responsible for the conduct, behaviour of its personnel and it shall carry out verification of character/ background at its own cost and expenses and shall deploy its personnel only after police verification.
 - To comply with and adhere to Applicable Laws and submit necessary proof of such compliance along with the bills or at the request of DIMTS and ensure



Facility Management Agency Agreement

that relevant application for renewal of relevant licences and permits as may be required is submitted to competent authority to ensure continued and uninterrupted Facility Management Services;

- (i) To make all the statutory payments required under Applicable Laws including laws dealing with labour, in accordance with relevant provisions thereof. Agency shall furnish a monthly certificate to DIMTS to signify its compliance with all the applicable laws. Agency shall also furnish EPF and ESIC challans (duly stamped by the Bank concerned), EPF and ESIC inspection reports issued by RPFC & ESIC authorities and Bank statement to prove compliance regarding deposit of statutory dues in respect of Facility Management Personnel deployed by the agency with the regulatory authorities concerned for the purpose of this Agreement. These challans shall be furnished along with monthly bills in addition to bi-annual returns.
 - (ii) The Agency shall ensure that the ECR (Electronic Challan-cum-Receipt) generated by it to deposit the Employee and Employer Contribution under Employees Provident Fund and Miscellaneous Provisions Act 1952 and Employees State Insurance Act 1948 and provided to DIMTS in support of the said compliances along with the monthly bills pertain specifically and categorically only to the Facility Management Personnel charged for in the respective bills and not any other person that might be engaged by the Agency under in relation to any other Agreement signed by the Agency with DIMTS or any other party.
- e) The Agency shall 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 amended from time to time, relevant in case of death of or injury to any of the Facility Management Personnel deployed by Agency. However, under the extreme circumstance of any such claim resulting in money being paid by DIMTS, the same shall be recovered either by way of deduction(s) from the running account bills of Agency or from Performance Security through recourse to any other remedy as may be available to DIMTS under the Agreement or under the law for effecting such recovery from the Agency;
- f) To release and indemnify DIMTS, their employees, agents, clients and contractors from and against all liability emanating from the death or personal injury, loss of or damage to property (including property belonging to DIMTS or its clients) and/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, it's employees or agents, irrespective of whether such injury, loss, damage, cost and/or expense is caused by negligence or otherwise attributable to the Agency, provided always that the Agency shall not be liable to indemnify DIMTS and its clients for any injury, loss, damage, cost and/or expense to the extent that the negligence of DIMTS and its clients, their employees, agents or contractors is shown to have significantly contributed to the said injury, loss, damage, cost and/or expense;



Facility Management Agency Agreement

- g) To procure and keep valid during the term of this Agreement, all insurances required under the applicable statutes or under this Agreement or as may be appropriate in accordance with Good Industry Practice;
- h) To furnish and maintain the Performance Security in terms of **Article 8**;
- i) To ensure continued adherence to Performance Standards in terms of **Schedule 4** hereto;
- j) To ensure safety, security, proper upkeep and functioning of various equipment provided to the Facility Management Personnel or installed in the office/ project Areas by DIMTS or its clients or by the Agency;
- k) To maintain and update a complete and correct set of records pertaining to all activities relating to the performance of the Facility Management Services ("Records"). The aforesaid records shall be maintained during the Agreement Period 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 nation and shall make available its staff for assistance / discussion;
- l) To provide all necessary assistance to DIMTS where considered necessary by DIMTS in relation to compliance of court orders or an applicable law;
- m) To notify DIMTS within 14 days of any changes to the Agency directors, senior management and key personnel involved;
- n) To follow all directions given by DIMTS in accordance with the terms of this Agreement;
- o) The Agency 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;
- p) To 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 Facility Management Services required to be performed by the Agency under this Agreement;
- q) To make reasonable efforts to maintain harmony and good industrial relations with and among the Facility Management Personnel employed/engaged by the Agency in connection with the performance of its obligations under This Agreement. Personnel shall not indulge in any unions or collective bargaining with DIMTS.
- r) To remain solely responsible for compliance of all labour laws and applicable statutes and remain solely liable for all possible claims and employment related liabilities of Facility Management Personnel employed by the Agency towards performance of its obligations under this Agreement;
- s) The Agency indemnifies DIMTS and/or its clients against any claims, damages, expenses or losses and understands and agrees that in no case and for no purpose shall DIMTS and/or its clients be treated as employer to the Facility Management Personnel employed by the Agency under this Agreement;



- t) Not to place or create and nor permit any contractor or other person claiming through or under the Facility Management Services to create or place any Encumbrance or Facility Management 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;
- u) To provide and maintain in good order all necessary safety, health and welfare facilities for its staff/employees.
- v) To indemnify and hold harmless DIMTS, its clients and their respective 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.
- w) Be responsible from the Effective Date, to pay and bear all dues, duties, fees, levies, taxes and cess required to be paid in respect of the performance of obligations of the Agency for the purpose of this Agreement under Applicable Laws; and
- x) To refrain from indulging into corrupt /undesirable practices/malpractice in any form while carrying out its obligations under this Agreement. Any employee/s of the Agency found involved in any way in the malpractices/corrupt practices/undesirable practices shall be removed by the agency with immediate effect from the activities pertaining to this Agreement.
- y) Notwithstanding anything to the contrary contained herein, the Agency shall at all time during the subsistence of this Agreement be liable and responsible for all acts, actions, conduct of its Facility Management Personnel and ensure that its Facility Management Personnel do not indulge in a conduct which may bring disrepute either to the Project or to DIMTS.

Article 5: Rights and Obligations of DIMTS

5.1 DIMTS agrees to observe, comply with and perform the following:

- a) ensure peaceful enjoyment of this Agreement by the Agency during the term of this Agreement subject to the terms and conditions of this Agreement hereof; and
- b) Make timely payment of the Fees due to the Agency subject to the terms and conditions of This Agreement.

5.2 DIMTS shall have the right to:

- a) Deduct from the Fees of the Agency, any unpaid/ overdue tax/levy applicable to Agency in relation to this Agreement, on either the receipt of a notice thereof from the authority/government department concerned or the said discrepancies being observed by DIMTS, and deposit such amounts with the relevant department/authority;
- b) Recover and/or make deductions as per accounting norms followed by DIMTS;



- c) Make Performance Deductions and/or recovery in accordance with the terms of this Agreement (**Refer Schedule 1**);
 - d) Recover and/or make deductions for any other liability of the Agency in terms of this Agreement.
- 5.3** For a smoother execution and operations of the project, DIMTS reserves the right to amend SLAs and other operations related terms in the overall interest of the project.

Article 6: Facility Management

6.1 Without limiting any other obligation imposed under this Agreement, the Agency and its Facility Management Personnel shall take all necessary steps to ensure Facility Management at DIMTS offices/ projects to include:

- a) Housekeeping to include sweeping, mopping, dusting, cleaning, wiping, polishing, etc.
- b) Hygiene & sanitation of kitchen and toilets.
- c) Maintenance and operation of canteen including serving of food & beverages, etc.
- d) Periodic & routine cleaning.
- e) Shifting of load within office complex to include consumables, stationary, etc.
- f) Any other misc duty to assist administration.
- g) Further, they shall:
 - h) Promptly report to DIMTS or other relevant authority any circumstance or thing that may compromise the health of persons and hygiene & sanitisation of office complex, etc and is known or ought reasonably to be known to the Agency;
 - i) Cooperate with members of the Administration, Health Dept or any other civic bodies; and
 - j) Help DIMTS or other civic bodies with any information, access or other form of assistance reasonably required for the health of persons and hygiene & sanitisation, etc of offices/ projects owned/ managed/ operated by DIMTS.

6.2 Facility Management Personnel of the Agency

The Agency shall be solely responsible for all the Facility Management Personnel which are engaged by the Agency under this Agreement. The Agency while appointing the Facility Management Personnel will specifically inform the Facility Management Personnel being appointed for the purpose of this Agreement that they cannot claim any right or privileges as employees of DIMTS or its clients and that their appointment for the purpose of this Agreement shall not create any employer-employee relationship between DIMTS and such Facility Management Personnel. DIMTS or DIMTS clients shall not be responsible for any liability of



the Agency towards the statutory payments in respect of such Facility Management Personnel. The Agency shall hold DIMTS and its clients harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of Facility Management practices.

Article 7: Payment of Fees to The Agency

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

The Agency shall submit an invoice at the end of every calendar month (the "Invoice") specifying:

- a) Details of Facility Management Personnel ("Facility Management Duties") deployed as part of Facility Management Services under this Agreement;
- b) Total Amount of Fee payable for billing period based on details set out in **Schedule 3**; and
- c) GST, and any applicable surcharge or cess on it, if any, payable on the bill amount.

7.2 Taxes

- a) The Fees indicated are exclusive of GST. Present GST rate is 18%.
- b) The Agency shall invoice clearly indicating the Fees and the applicable GST payable.
- c) No other tax/levy/cess is payable by DIMTS besides the tax indicated in **Clause 7.2(a) and (b)**.
- 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 monthly payment equal to amount indicated at 'A' as set out in the table in Schedule 3 against the Invoice on receipt of the certified Invoice and following documents:
 - (i) Attendance sheet duly verified by DIMTS Officers.
 - (ii) Salary sheet.
 - (iii) Bank statement of release of monthly net wages by the agency to the saving account of its Facility Management personnel.



Facility Management Agency Agreement

- (iv) EPF and ESIC challans issued by the authority along with ECS/ECR generated of previous month.
 - (v) Undertaking for Gratuity in the format prescribed.
 - (vi) Undertaking regarding compliance towards GST deposited supported by challans in accordance with Clause 4.1(c) in this Agreement.
- b) DIMTS agrees to release annually payable amounts (such as statutory bonus, leave encashment etc.) on receipt of certified Invoice along with following documents:
- (i) Proof of having paid leave encashment to Facility Management personnel through Bank Statement /ECS for the calendar year by 31 March of subsequent calendar year.
 - (ii) Proof of having paid bonus to Facility Management personnel through Bank Statement /ECS for the financial year by 30 June of next financial year.
- c) Agency is required to maintain following documents:
- (i) Obtain and submit copy of License 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 within 3 months from the Effective Date.
 - (ii) Maintain all records required to be maintained by the agency under all applicable laws, keep them updated and produce the same for verification as and when required by DIMTS.
 - (iii) Ensure timely filing of returns required to be filed by the Agency under all applicable laws and produce the same for verification as and when required by DIMTS.

Article 8: Performance Security

- 8.1 The Agency shall, for due and punctual performance of its obligations hereunder relating to the Facility Management 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 as a safeguard 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:



Peregrine Guarding Private Limited



DIMTS Ltd.

Milestone	Value of Performance Facility Management
Upon execution of this Agreement	Equal to 5% of estimated Annual Payment for 31 Facility Management Personnel as per Schedule 3 hereof.
Upon introduction of every additional 10 Facility Management Personnel	Additional Performance Security equal to 5% of estimated Annual Payment for 10 Facility Management Personnel.

- 8.2 Performance Security shall be kept valid for a period of at least two (2) Years from the Appointed Date. Provided that if the Agreement is terminated due to any event other than a 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 for a period up to 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. The Performance Security, if not paid by the bank to DIMTS on demand or insufficient to meet the claim of DIMTS, shall subsist as a liability on the Agency till the complete payment of the amount thus demanded/claimed by DIMTS.
- 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 to replenish the Performance Guarantee in the manner such that the aggregate value of the performance guarantees equals the required value.

Article 9: Intellectual Property and Confidentiality

- 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;



Facility Management Agency Agreement

- 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 Facility Management 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.

Article 10: Warranties

- 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.

Article 11: Liabilities and Indemnity

11.1 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 wilful 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 Facility Management Personnel of Agency, or any accident, injury to/death of the Facility Management 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.

Article 12: Default Charges

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.

Article 13: Termination

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 and or repeated occurrence 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, if so desired by DIMTS, 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 of DIMTS, policy/administrative review of government, or for convenience or for whatsoever reason, the services of the Agency may be terminated by DIMTS. DIMTS decision on the aforesaid shall be final. In such a situation of termination, a thirty days (30) 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. The Agency may also similarly decide to



terminate This Agreement by giving a 30 (thirty) days' prior written notice to DIMTS.

- 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 Facility Management Personnel deployed by it for the purpose of this Agreement shall peacefully vacate the offices/ projects owned/managed/operated by DIMTS, without in any way causing any damage to material / property there.

Article 14: Governing Law and Disputes

- 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 ("Dispute Notice"), hold a meeting ("Dispute Meeting") to try and resolve the Dispute.
- 14.2 The Agency and DIMTS shall use all reasonable endeavours to send a sufficiently experienced senior manager as its representative 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 60 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 a single arbitrator mutually agreed to by the Parties. For the purposes of any arbitration proceedings commenced pursuant to this clause:
- 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.
 - This Agreement shall be governed in accordance with the Laws of India.
 - The venue of the arbitration shall be at Delhi, and the language of arbitration proceedings shall be English.
 - 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 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.



- 14.5 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.
- 14.6 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.
- 14.7 The provisions contained in this Article 14 shall survive the termination of this Agreement.
- 14.8 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.

Article 15: Assignment

- 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, sub contract or otherwise transfer any of its rights, interests or obligations under this Agreement to a third party without the consent of DIMTS.

Article 16: Force Majeure

- 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, lockdown, fires, floods, epidemics, acts of God, cyclones, earthquakes,



lightning, volcanic eruptions, chemical or radioactive contamination, storm, hurricane, acts of terrorism, civil commotion etc.

- 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 Facility Management Areas, 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.

Article 17: Notices

17.1 Any notice or other communication to be given under This Agreement shall be in writing and may be delivered in person or by post to the address mentioned hereunder or communicated through email or any other valid means of communication to the relevant Party as follows:

To DIMTS

Attention of:

Ms. Preeti Jain

Company Secretary

DIMTS Limited

8th Floor, Block-1, Delhi Technology Park,

Shastri Park, Delhi – 110053

E-mail: preeti.jain@dimts.in



To the Agency

Attention of: Mr. Siddharth Dahiya
M/s Peregrine Guarding Private Limited
2nd Floor, House No. 859,
Khasra No. 220, Opposite Pillar No. 5,
Near Railway Crossing, Bijwasan,
New Delhi - 110077
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.

17.2 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.

17.3 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.

Article 18: Miscellaneous

18.1 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.

18.2 **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.

18.3 **No Partnership:** Nothing in this Agreement shall be deemed to neither constitute a partnership between the Parties nor constitute either Party the agent of the other Party for any purpose.

18.4 **Entire Agreement:** 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.

- a) Any subsequent alteration, amendment or addition to the Agreement shall be in writing and signed by the authorized representative of both the Parties.
- b) This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.

18.5 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.



Facility Management Agency Agreement

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

Signed by **Ms Preeti Jain, Company Secretary**



(For and on behalf of)
(Delhi Integrated Multi-Modal Transit System Limited)

In the presence of:

Name:

Address:

Signed by **Mr. Siddharth Dahiya**

(For and on behalf of)
Peregrine Guarding Private Limited

(As the "Agency")

In the presence of:

Name: Mr. Satendar Sharma

Address: Plot No. 13, Tenon Lane, Udyog Vihar, Phase IV, Sector 18, Gurgaon – 122015, Haryana (India)



Schedule 1: SCOPE OF FACILITY MANAGEMENT SERVICES

A. Key Services of the Agency

The Agency shall undertake following activities:

1. The estimated number of Facility Management Personnel shall be decided by DIMTS from time to time.
2. DIMTS may at its sole discretion, depending upon the actual requirement, decide to increase or decrease the number of Facility Management Personnel by providing Seven (07) days' notice period of such changes.
3. The agency to ensure and deposit police verification of Facility Management Personnel before assigning duty at DIMTS.
4. The agency to ensure induction training for Facility Management Personnel to cover familiarisation with DIMTS and scope of Facility Management services before detailment for duty at DIMTS. This shall be followed by periodic training on quarterly basis. No payment shall be made to the Agency by DIMTS for the training period.
5. Based on Facility Management Duty roster provided by DIMTS from time to time, deploy Facility Management Personnel in terms of Schedule 2 at locations specified by DIMTS in the National Capital Territory of Delhi.
6. The Agency shall ensure punctual reporting of its Facility Management Personnel at the designated Office/ Project owned/ managed/ operated by DIMTS for every shift on daily basis based on duty-wise operation sheet issued to the concerned Facility Management Personnel by DIMTS.
7. Maintain adequate bench strength to ensure that daily roster requirements are met in terms of the requirements indicated by DIMTS.
8. Agency shall not replace / change the Facility Management Personnel without prior written approval/consent from DIMTS.
9. To provide/ issue uniform to Facility Management Personnel and ensure that they wear the uniform while on duty. The uniform including accessories such as whistle, cap, etc shall be of such design, colour, style and pattern as approved by DIMTS. The Photo Identity Cards issued by the Agency will neither have DIMTS logo nor DIMTS name or any reference. The Facility Management Personnel shall, while on duty, always wear the uniform in a neat, clean and well ironed condition.
10. Minimum specifications for uniforms shall be as follows:
 - a) Fabric – Poly viscous blend 65 * 35
 - b) Colour/shade – to be decided later
 - c) Shirt and trousers
 - d) Name plate – in Hindi and affixed above left pocket on the shirt
 - e) Quality of fabric – acceptable to DIMTS



11. To monitor the Facility Management Personnel working under the supervision of DIMTS and to ensure that the services rendered by the Facility Management Personnel meet the performance standards prescribed by DIMTS to the satisfaction of DIMTS as per and in accordance with the Agreement.
12. To ensure discipline and good conduct of Facility Management Personnel belonging to the Agency and interacting with DIMTS, who in the opinion of DIMTS are causing / source of / reason of interference, annoyance, nuisance to DIMTS Office/ Project and substitute him/them with other eligible Facility Management Personnel. DIMTS is under no obligation to the Agency to supervise Facility Management Personnel deployed by the Agency towards their discipline and good conduct and the Agency shall at all times be responsible and accountable towards the conduct of its Facility Management Personnel. Where DIMTS finds that the conduct, behaviour and performance of any of the Facility Management Personnel deployed by Agency under this Agreement is unsatisfactory, it may issue directions to Agency to immediately recall the particular person (s).
13. To release regular payment of wages and eligible benefits etc. to the Facility Management Personnel belonging to the Agency by 15 th of next month for providing Facility Management Services.
14. Performance Deductions 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 (i.e. invoice value) for that month without netting out any recoveries.
 - c) Any discrepancy or inconsistency in the ESIC & EPF as claimed by the agency from DIMTS & deposited with the authority as per challans or any non-payment there of shall be recovered from the Agency Fees.
 - d) Any discrepancy or inconsistency in the GST deposited and uploaded on GST portal against DIMTS or any non-payment there of shall be recovered from the Agency Fees.
 - e) The Agency shall be solely and completely responsible for any damage to or loss of office/work-site premises or assets of DIMTS or clients of DIMTS caused by any incident including theft and / or robbery, as the case may be, attributable to any act or negligence of Security Personnel. In such an eventuality such costs shall be recoverable from the Agency Fees. The extent of such recovery shall be based on assessment of DIMTS.
 - f) The extent of recovery/ deductions from Personnel wages shall be as per law. No recovery/ deductions shall be admissible from statutory bonus and leave encashment as per law.

The Agency shall, at all times, be responsible and liable for any claim, suit or any other case whether for a civil or a criminal offence or otherwise which may be filed in relation



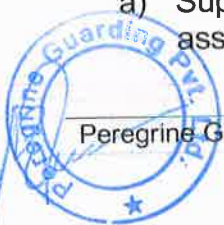
to the services rendered under this agreement.

B. Duties of Facility Management Personnel

1. The Facility Management Personnel shall undertake following activities and follow DIMTS instructions issued from time to time :
 - a) Strict compliance of Facility Management SOPs issued by DIMTS.
 - b) Sweeping and mopping of hard floors.
 - c) Vacuuming and cleaning carpets and rugs.
 - d) Dusting and cleaning of work stations.
 - e) Emptying trash receptacles and disposing of waste at end of day.
 - f) Cleaning and sanitising toilets, showers, countertops, and sinks.
 - g) Cleaning and wiping mirrors and window glasses.
 - h) Dusting and polishing furniture and fixtures.
 - i) Using any cleaning equipment such as vacuums, mops, and other cleaning tools.
 - j) Keeping bathrooms stocked with clean linens, toiletries, and other supplies.
 - k) Washing blinds.
 - l) Reporting any necessary repairs or replacements.
 - m) Maintaining quality service by enforcing quality and customer service standards.
 - n) Maintaining a clean and sanitary kitchen area.
 - o) Serving of food & beverages, etc.
 - p) Shifting of load within office complex to include consumables, stationary, etc.
 - q) Record keeping.
 - r) Follow fire-fighting and first aid SOPs.
 - s) Facility Management Personnel shall declare and deposit lost property of public, in case found in the office/ project premises to Admin Dept.
 - t) Any other duty that may be assigned to Facility Management Personnel by DIMTS but not specifically covered herein.

C. Duties of Facility Management Supervisor

1. The Supervisor shall undertake following activities and ensure compliance of DIMTS SOPs and instructions issued from time to time :
 - a) Supervise day to day operations of the Facility Management Personnel including assigning of duties



- b) Ensure discipline amongst Facility Management Personnel.
- c) Any other duty that may be assigned to Facility Management Supervisor by DIMTS but not specifically covered herein.

Schedule 2: Facility Management Personnel: Qualification Criteria

The Agency is responsible for ensuring that Facility Management Personnel meets the following requirement:

1. Minimum Requirements for Facility Management Personnel

1.1 Academic

Under matriculate.

1.2 Medical

The selection by Agency shall be based on medical examination by M.B.B.S doctor.

- a) Age between 18-50 years.
- b) Sound physical and mental health.
- c) No communicable disease.
- d) No drug abuse dependency.
- e) Eye Vision: 6/6 with or without glasses.

1.3 Professional Expertise and Experience

- a) Min 2 years as a Facility Management Personnel.
- b) Basic etiquettes.
- c) Integrity factor is not doubtful.

1.4 General

- a) Wears uniform on duty
- b) Courteous and helpful to DIMTS staff & visitors.
- c) Does not indulge in illegal gratification.

2. Verification Requirements of Facility Management Personnel

The Agency shall deposit following verification documents for all Facility Management Personnel:

- a) Aadhaar card details



- b) Permanent & Present Address Verification
- c) Police verification by Delhi Police

3. Occupational Conduct, Health, Welfare and Safety

The Agency shall:

- 3.1 Issue appointment letters to eligible Facility Management Personnel and furnish the same to DIMTS before deployment;
- 3.2 Pay wages and eligible benefits etc. to the Facility Management 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 Facility Management 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 Facility Management 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 Facility Management Personnel;
- 3.7 Make sure that Facility Management Personnel in safe work practices at all times;
- 3.8 Make sure that Facility Management 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 Facility Management 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 viz-a-viz 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.
 - 4.4. Only eligible and qualified Personnel shall be deployed by the Agency as per requirement determined by DIMTS.



Schedule 3: Fee Calculations and Payment Mechanism

Monthly Wages (26 days for 8 hours shift excluding 30 mins lunch break)

(A) Monthly Bill

Sr. No.	Description	Rates applicable for 26 days (INR)		
		Creche Attendant/Office Boy/Janitors	Office Assistant (Semi-skilled)	Supervisor (Skilled)
A	Minimum Wage* (Monthly Rate)	17494	19279	21215
B	ESIC contribution by the Agency @ 3.25% of (A)	569	627	689
C	Employer Contribution towards EPF @ 13% on a monthly Basic Salary of Rs. 15,000	1950	1950	1950
D	Total wages (A+B+C)	20013	21856	23854
E	Management Fee and Overhead @ 5.9% of total wages (D)	1181	1289	1407
F	Total wages plus Management Fee payable to Agency (D+E)	21193	23145	25262

(B) Annual Bill (payable annually as reimbursement)

G	Leave with wages per month (15 days per year)(15/(365-52-3-15)*(A))	890	980	1079
H	(Statutory Bonus per month (@ 8.33% of (A))	1457	1606	1767
I	Total Benefits per month (G+H)	2347	2586	2846
J	Management Fee @ 5.9% of Total Benefits (I)	138	153	168
K	Total Benefits plus Management Fee payable to Agency (I+J)	2485	2739	3014

Note:-

1. The Applicable minimum wage rate shall be revised based on notifications issued by Labour Department, Government of NCT of Delhi, for respective categories.
2. Employees Provident Fund and Miscellaneous Provisions Act, 1952 shall be applicable for EPF contribution to Agency's Facility Management Personnel.



3. Employees State Insurance Act, 1948 shall be applicable for ESI contribution to Agency's Facility Management Personnel.
4. Payment of Bonus Act, 1965 shall be applicable for bonus payment to Agency's Facility Management Personnel and paid to the Agency as reimbursement.
5. Leave encashment with Wages as per the Minimum Wages Act, 1948.
6. Payment of Gratuity Act, 1972 shall be applicable to those Facility Management Personnel only who have completed mandatory service during contract period and paid to the Agency as reimbursement.
7. The extent of recovery/ deductions from Personnel wages shall be as per law. No recovery/ deductions shall be admissible from statutory bonus and leave encashment as per law.
8. The Management Fee and Overheads shall include the following :
 - a) Cost of Third Party/Police Verification
 - b) Costs towards local transport, communication etc.
 - c) Necessary insurance cover for Personnel / losses in terms of good industry practices
 - d) Uniform for the Personnel
 - e) All other overheads costs, management fees, profits etc.,
 - f) Any other liability arising out of the scope of work envisaged for Facility Management Personnel and Supervisors.

Other Conditions

9. Fees are subject to change in Applicable Law and upto the extent of such change in the Applicable Law.
10. Maternity Leave in terms of the Maternity Benefit Act, 1961 and payment shall be made at actuals over and above the Fees subject to proposal of necessary documents/proof.
11. Any of the Agency's Personal engaged on overtime shall be entitled to remuneration for such overtime in terms of Minimum Wages Act, 1948
12. Agency shall submit its monthly bills towards monthly charges payable to the agency along with attendance sheet duly verified by DIMTS officer for the said billing period on or before the 21st day of the next month.
13. Payments on account of provision of service on the national holidays, shall be paid at 100% additional Fees.

Schedule 4: Performance Standards and Default Charges

Sr. No	Performance Area	Default charges
1.	Deficiency List of Personnel. (Refer Schedule-5)	Rs. 100/- for each deficiency detected the first time, and Rs. 200/- for each deficiency detected for any repeated deficiency during a calendar month for a specific person.



Facility Management Agency Agreement

Sr. No	Performance Area	Default charges
		Three such incidents would lead to removal and blacklisting of Facility Management Personnel.
2.	Under influence of alcohol/ drugs while on duty.	Removal/Blacklisting of specific person. Besides, Rs. 500/- per such instance shall be imposed on the Agency and recovered from bills of the Agency.
3.	Any malpractice/ cheating/ corruption detected on duty.	Removal/Blacklisting of specific person. Besides, Rs.2000/- per such incident shall be imposed upon the Agency and recovered from bills of the Agency.
4.	Delay in reporting for duty up to one (1) hours as per duty roster.	Rs. 500/- per shift per day per person up to a maximum of 8 (eight) such incidents in a month beyond which, it shall constitute a Material Breach. Default charges to be recovered from bills of the Agency.
5.	Absent or delay in reporting for duty of more than four (4) hours as per duty roster.	Rs. 1000/- per shift per day per person up to a maximum of 5 (five) such incidents beyond which, it shall constitute a Material Breach. Default charges to be recovered from bills of the Agency
6.	Delay in distribution of wages to Facility Management Personnel beyond 15 th of next month.	1 % of total invoice value deducted for every 15 or part of days beyond 15 th of next month.
7.	Delay in submission of bill beyond 25 th of next month.	1 % of total invoice value deducted for every 15 or part of days beyond 25 th of next month.

Note:

1. The default charges shall be subject to a maximum of 20% of the monthly Fees payable to the Agency (i.e. invoice value) for that month without netting out any recoveries.
2. The above default charges are solely for default or dereliction of duty by the employees of agency. In addition to the above default charges, DIMTS shall recover and adjust from the bills of the agency any amount paid in excess of the dues to the agency for any reason whatsoever.
3. Any discrepancy or inconsistency in the ESIC & EPF as claimed by the agency from DIMTS & deposited with the authority as per challans or any non-payment there of shall be recovered from the Agency Fees.



4. Any discrepancy or inconsistency in the GST deposited and uploaded on GST portal against DIMTS or any non-payment there of shall be recovered from the Agency Fees.



Schedule 5: DEFICIENCY LIST OF PERSONNEL

1. DUTY

- 1.1. Improperly dressed while reporting for duty.
- 1.2. Sleeping/leisurely sitting while on duty.
- 1.3. Leaving duty without proper relieving.
- 1.4. Non-compliance of SOPs, directions, instructions and orders issued by DIMTS from time to time.
- 1.5. Losing identification card issued by the Agency.
- 1.6. Losing or damage to any property/ asset/ equipment of DIMTS.

2. CONDUCT & BEHAVIOR

- 2.1. Not maintaining hygiene and sanitation standards laid down by DIMTS.
- 2.2. Improper/ careless sweeping/ mopping/ dusting/ cleaning/ wiping/ polishing, etc.
- 2.3. Not following time schedule laid down for various housekeeping services.
- 2.4. Intentional damage or loss or misuse of property during performance of duty.
- 2.5. Loss or damage or misuse of housekeeping equipment and material issued by DIMTS.
- 2.6. Being rude or insolent to DIMTS staff or visitors.
- 2.7. Not reporting incidents and issues related to hygiene and sanitation.
- 2.8. Avoiding or not reacting in case of any emergency- Fire break out or medical assistance.
- 2.9. Any other incident, act, conduct or behaviour of Facility Management Personnel which has not been listed or mentioned in this list and which may be considered by DIMTS as indecent or inappropriate or bringing disrepute to the project or DIMTS or DIMTS client.

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



Schedule 6: Performance Facility Management Bank Guarantee (Format)

To

**The Managing Director & CEO,
Delhi Integrated Multi Modal Transit System Limited (DIMTS)
8th Floor, Block-1, Delhi Technology Park,
Shastri Park, Delhi – 110053**

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ 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

Delhi Integrated Multi Modal Transit Systems Ltd. represented by its CEO, having its office at 8th Floor, Block-1, Delhi Technology Park, Delhi-110053, hereinafter referred to as "DIMTS", 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 DIMTS and Trig Detectives Pvt Ltd, a company incorporated under the provisions of the Company Act, 1956, having its Corporate Office at at 2nd Floor, House No. 859, Khasra No. 220, Opposite Pillar No. 5, Near Railway Crossing, Bijwasan, New Delhi - 110077 (hereinafter called ("the Agency"), the Agency has been authorised to provide Facility Management Services for DIMTS Offices/ Projects, in accordance with the Agreement mentioned hereinabove.
- B. In terms of the Agreement, the Agency is required to furnish to DIMTS, an unconditional and irrevocable bank guarantee for an amount of **Rs. 4,20,000/-** [insert amount in figures and words] as Performance Security for due performance/discharge of its obligations under the Agreement, relating to Facility Management Services and related services for Facility Management Areas.
- 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 providing Facility Management Services for DIMTS Offices/ Projects.



Facility Management Agency Agreement

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 "the Agency" of all its obligations relating for providing Facility Management Services for DIMTS Offices/ Projects.
3. The Guarantor shall, without demur, pay to DIMTS sums not exceeding in aggregate **Rs. 4,20,000/-** [insert amount in figures and words], within five (5) calendar days of receipt of a written demand therefore from DIMTS stating that the Agency has failed to meet its performance obligations relating to providing Facility Management Services for DIMTS Offices/ Projects. 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 DIMS 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.
4. In order to give effect to this Guarantee, DIMTS 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 DIMTS or any indulgence shown by DIMTS 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 DIMTS or any indulgence shown by DIMTS, 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 during the contract period and for further period of 3 months thereafter, unless discharged/released earlier by DIMTS in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs _____ [insert amount in figures and words].
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 _____.

Peregrine Guarding Private Limited

36

DIMTS Ltd.

8. The expressions "DIMTS", "the Bank" and "the Agency" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 2020 _____ being herewith duly authorised.

For and on behalf of the _____ 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: _____

Witness 2.

Signature _____
Name: _____
Address: _____



