



**CONTRACT AGREEMENT FOR SUPPLY AND AFFIXATION OF
HIGH SECURITY REGISTRATION PLATES ON MOTOR VEHICLES
IN THE STATE OF RAJASTHAN**

THIS CONTRACT AGREEMENT (hereinafter also referred as the "Agreement") for supply and affixation of High Security Registration Plates (HSRP) under Rule-50 of the Central Motor Vehicles Rules, 1989 (CMVR), and notifications issued in this behalf, in the State of Rajasthan is made on this the May 16th day of the 2012, at Jaipur, Rajasthan.

BETWEEN

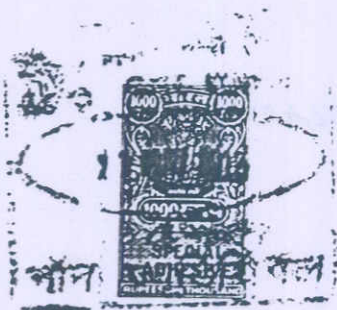
The Commissioner of Transport, Transport Department for and on behalf of Governor of Rajasthan, having its office at Parivahan Bhawan, Sahkar Marg, Jaipur (herein after known as the "State Government") (which expressions shall unless repugnant to context or meaning thereof include its administrators, successors and permitted assigns) will be referred as party of first part.

AND

M/s Real Mazon (Rajasthan) Private Limited, a Company incorporated by the contractor under the Companies Act, 1956 having its registered office at Barah Ji Ki Gali Gangori Bazar Choti Chopar Jaipur (herein after referred to as the "Contractor") (which expressions shall, unless it be repugnant to the context or meaning thereof, include its stake holders, successors and permitted assigns) represented herein through Sh. Rajeev Maheshwari, Director and authorized signatory, authorized vide board resolution dated 14th May, 2012 of the party of second part.

WHEREAS the party of first part was desirous for selecting the successful bidder under its notice inviting bids dated 26.12.2011 and addenda dated 16.01.2012 inter-alia to assemble, establish, procure technology, design, develop, produce, emboss, affix, distribute and create complete infrastructure for the implementation of the HSRP scheme in the State of Rajasthan in conformity with the Technical parameters, contemplated in the Central Motor Vehicles Rules, 1989, and government notifications issued in this regard from time to time. The contractor shall also maintain and operate the infrastructure facilities, services and establishment so created at his own risk and cost. Contractor will also be responsible for

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establishing embossing stations, affixation stations, site implementation and networking for Management Information System within the State of Rajasthan and also a centralized blank manufacturing unit in the territory of India. The Contractor would therefore be required to implement the scheme of the HSRP for a period of 5 years and any other extended time permitted by party of first part, if any, from the date signing of agreement subject to the terms and conditions contained in the bid document.

WHEREAS the party of first part after completing the pre-qualification, the technical evaluation of bids and finally on the basis of financial offer of all the qualified bidders, has accepted the bid of the contractor M/s. Real Mazon (Rajasthan) Private Limited and declared it the successful bidder and issued to it the letter of intent (LOI) No. F7 (366) Pari/Rules/Hq./HSRP/11/21855 dated 19.03.2012, the contractor being the successful bidder was required to submit the security deposit in the form of D.D. of Rs. 10 lacks and remaining amount in form of bank guarantee of Rs. 15 lacks from Nationalized Bank in a form acceptable to the party of first part, which has been duly submitted on 02.04.2012 and accepted on date: 16.05.2012 in form of D.D. bearing No. 358716 dated 30.03.2012 of Rs. 10 lacks and remaining amount in form of irrevocable bank guarantee no. 2003/073026 dated 27.03.2012 valid till 27.03.2022 of Rs. 896437/- and no. 2003/073027 dated 30.03.2012 valid till 30.03.2022 of Rs. 603563/- of Corporation Bank, Rajendra Palace, New Delhi (Nationalized Bank) in favour of Transport Commissioner, Rajasthan, Jaipur to be further supplemented by a comfort letter from Corporation Bank, Rajendra Palace, New Delhi, that the same shall be transferred as payable and evocable at Jaipur, Rajasthan.

That vide addenda to the 16.01.2012 the party of first part has desired for formation of special purpose vehicles (SPV) duly incorporated under the Companies Act, 1956, to be formulated by successful bidder in the prescribed manner prior to execution of Agreement, and in compliance of these directions party of second part has been formed to honour the contract agreement in letter and spirit to fulfill, undertake and perform the obligations of the contractor.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the notice inviting tender dated 26.12.2011 read with addenda dated 16.01.2012 until and unless superseded by present agreement or modified by mutual consent.



Transport Commissioner,
Rajasthan



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2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - i. Tender documents dated 26.12.2011 and addenda dated 16.01.2012.
 - ii. Letter of Intent from first part and Letter of Acceptance from second part.
 - iii. Joint bidding agreement dated 31.01.2012.
 - iv. Special Purpose Vehicle's constitution, power of attorney, board resolution, financial, legal, technical and O&M obligations.
 - v. Memorandum and Article of Association of Real Mazon (Rajasthan) Private Limited.
 - vi. Bank guarantee bond for making up full security deposit as Schedule – III.
 - vii. That separate Board resolutions from the lead member and other consortium members as well, which shall commit the consortium member for the appropriate equity stake contribution which has been the qualifying criterion.
3. The signed and initialed Bid Document, addenda along with above specified documents shall be deemed to form and be read and construed as part of this agreement.
4. The party of second part which participated as a consortium in the bid, now consequently became a Special Purpose Vehicle registered under Companies Act, 1956, agrees to and shall abide by all the obligations, terms and conditions mentioned in the bid document, addenda, LOI, Joint bidding agreement dated 31.01.2012 and all other appendices to this agreement in letter and spirit, meaning thereby that all the terms and conditions which were applicable to the consortium shall apply to the newly formed SPV (the party of second part of this agreement). The stakes of the financial holdings/constitution of the newly formed SPV will not be changed throughout the contract period without the prior permission/approval of the Government of Rajasthan.
 - 4 (a) That the SPV shall bring in the required physical capital within 21 days of the signing of this contract agreement alongwith the relevant ROC receipts.
 - 4 (b) That M/s Real Mazon (Rajasthan) Pvt. Ltd. shall not remove the embossing and affixation plants and machineries from the State of Rajasthan till the completion of the project or unless as approved by the party of the first part.
5. The party of second part shall create and establish complete infrastructure of affixation stations, embossing stations, online networking system, reporting system for each transport district and for the office of Transport Commissioner, in the State of Rajasthan in a manner which is most convenient and effective in performance of work and duties assigned in this contract to the party of second part. The whole infrastructure to be

Rajasthan Maheshwari
JAIPUR
REAL MAZON
PVT. LTD.

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created shall comply to the provisions contained in the agreement. This shall also ensure convenience of registering authorities as well as the general public.

6. The party of second part shall ensure following networking system, which will ensure smooth functioning of work under the supervision and control of party of first part in the public interest.
 - i. Establish Management Information System for integration and networking of every embossing station, affixation station with the concerned RTO/DTO and the office of the Transport Commissioner, Jaipur.
 - ii. Maintain, operate and manage the Centralized Online Data Management system by setting up connectivity between all the embossing station, affixation station with the concerned RTO/DTO offices and Transport Commissioner Office, Jaipur.
 - iii. The party of second part shall also invariably give the detail of 'ON LINE' management system and access method relating to the issuance of High Security Registration Plates to Transport Commissioner.
 - iv. The party of second part shall be supported by enterprise resource planning and management system in a secure mode, to access the information relating to the issuance of High Security Registration Plates in an 'ON LINE' real time environment and at the same time provide this information to the Transport Commissioner and at all the locations of Registering Authority by installing required system and other peripherals along with qualified manpower. The detailed networking plan shall be provided to the Transport Department and the Department may use the network established by the Contractor for its own purpose.
 - v. In addition to connectivity of embossing stations, affixation stations and RTO/DTO Offices, one network connectivity terminal (Centralized for the entire state) would be provided by the Contractor to the Transport Department, with access code at designated place to enable the department to access the information, as may be required.
- The party of second part shall provide HSRP issuance data for upgrading the data in 'VAHAN' software database already maintained by Department and also to Registering Authorities as per direction issued by Transport Commissioner from time to time.
- vii. The party of second part shall use only Legal License Versions of operating system, utility software etc.

7. In consideration of the payments to be made by the vehicle owners for obtaining services under this contract agreement, assigned by the party of first part to Contractor as hereafter mentioned, the party of second part hereby covenants with the party of first part to provide, execute and to complete assigned work, remedy the defects, commission



Rajesh Maheshwari





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the work and maintain it in conformity in all respects with the provisions of the Contract Agreement, Bid document, Motor Vehicles Act, 1988, Central Motor Vehicles Rules, 1989, Notifications issued by Government of India, Govt. of Rajasthan and all other applicable laws in respect of HSRP scheme.

8. That in the larger public interest and due to deviation from the present practice of installation and affixation of registration plates to avoid initial problems, hardships and obstacles likely to be faced by public at large, the party of first part will issue necessary guidelines, instructions time to time to the party of second part, which will have to be followed in letter and spirit and non-compliance of the same will give the right to the party of first part to impose appropriate penalty, liquidated damages, termination as may be warranted in the case.
9. That as the contract for installation and affixation of registration plates will be taken care of by party of second part and involves public at large on day to day basis, for the benefit of public and to give best services and obtain feedback, a public grievance redressal mechanism shall be operational at the respective district transport offices and the complaints received therein will be handled as far as possible by the party of first and second part on recurring basis, and party of second part will ensure solution of the grievance.
10. The party of second part at its own cost and expenses observe, undertake, comply with and perform, in addition to and not in derogation of its obligation elsewhere set out in this Agreement, shall, arrange at his own level space/premises for setting up of embossing stations at 38 places (as per Schedule I of this agreement) and other places to be designated under clause 3.1.2 of the bid document during the contract period, in proximity of all RTOs/DTOs in the State at his own cost, and shall monitor, control and be responsible for the activities of all the employees of the party of second part, but limited to the implementation of the HSRP scheme, make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the contractor's obligations under this agreement.
11. The party of second part shall ensure at all times the HSRP blanks, the Embossing and affixing Equipment and other peripheral equipment and HSRP, prior to their supply and affixation on the vehicles, are kept in a secure place under its control and supervision and make its own arrangement for security. The party of first part will undertake the inspections of such arrangements and the party of first part will ensure that security is maintained as per instructions as may be given.
12. The party of second part shall bring to notice of the state Government, any theft or pilferage of any HSRP or laser coded HSRP blanks bearing the identification mark as provided by the testing agencies in any district in the state immediately after such



Prasen Maheshwari



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incidents and, shall at such times also undertake immediate steps, including filing suitable FIR with police. On receipt of any such information the Government shall initiate appropriate investigation action and also officially notify delisting of such laser numbers from the contractor's central database and the party of second part shall ensure and assure that such laser number will not be used henceforth for embossing HSRP to any vehicle. In case of recovery of such blanks at a later date, the same shall have to be destroyed in the presence of the authorized representative of state Government.

13. The party of second part shall be responsible for providing High Security Registration Plate and affixation on the vehicles, strictly as per standards laid down in Central Motor Vehicles Rule, 1989 and the agreement, the party of first part shall hold the party of second part responsible for any failure. In case of any complaint received or otherwise related to quality and specification of plates, the party of first part may get these tested by the testing agencies authorized by the Government of India. In case of non conformity of standard found by testing agencies sub-standard plates so supplied by the party of second part, they shall be replaced by him at his own cost and shall also be liable for any other action as per the terms and conditions.

14. The party of second part shall provide HSRP only on receipt of official authentic documentary evidence/online authorization from the concerned Registering Authority, as the case may be.

15. The premises provided to the party of second part will be solely for the purpose of pursuing the object of the HSRP scheme and would not bestow on them any right to own, lease, rent or use the premises for any purpose other than the purpose of this scheme.

16. The party of second part shall have to pay cost, fees and charges for utilities like electricity, water on actual consumption basis, promptly and without delay on dates as may be prescribed by the first part.

17. The party of second part shall undertake such information, education, communication and publicity programmes as have been approved by Transport authorities which will be necessary for bringing to public attention, the mandate of law and necessity of affixation of HSRP.

18. The party of second part shall effect and maintain, or cause to be effected and maintained, at no cost to the party of first part, from the Appointed Date and during the validity of Agreement such insurances up to such maximum sums as may be required under and in accordance with Applicable Laws and such insurance as the party of second part may consider necessary or desirable in accordance with Good Industry Practices, including third party insurance. The party of first part will not be liable for any financial and administrative liabilities, theft, losses or damage to property etc. of the party of second part located in its premises.

19. The party of second part shall display the approved rates of HSRP and HSRP items replacement at all affixation stations, visible to the public and shall charge strictly according to the approved rates as per Schedule II of this agreement. The approved rates shall remain the same for the entire period of the contract.

20. That the rates charged by the party of second part from the vehicle owners/customers shall in no case, be more than the approved rates and the rates shall be lump sum total cost towards goods, services, taxes (all), any other expenses or levy and nothing extra over and above the rates approved shall be charged.



Pragati Maheshwari



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21. That after completion/termination of the contract the party of first part in different situations will do as follows:-

i. **Completion.**

On request of the party of second part, to his satisfaction the party of first part will issue a certification of the work under the contract.

ii. **Taking over.**

Party of first part will take over the contract awarded under this agreement after completion of the tenure unless and until it has to be pre-maturely done for breach of contract or any other reasons.

iii. **Termination.**

If the party of second part causes a breach of any or all conditions of the contract or stop works for more than 48 hours when stoppage of work is shown on the current programme and the stoppage is not authorized by party of first part or the party of second part has become bankrupt or goes into liquidation or does not maintain security/confidentiality or has engaged in corrupt or fraudulent practices during currency of the contract or has modified the composition of special purpose vehicle (SPV) without permission of the Government or any requirement of contract or has done breach of the contract by not following the terms and conditions specified in bid document, addenda and agreement which can invoke termination then the party of first part will be at liberty to terminate the contract and appoint a new agency for performance of the work specified in the contract.

22. The party of second part will ensure effective discharge of its duty at the specified embossing/affixation stations throughout the State of Rajasthan and will give uninterrupted services to the public at large without any harassment, hardship or for any unwarranted, unauthorized consideration, in case of malafide fault with deliberate intention, party of first part will be at liberty to take appropriate civil and criminal measures against the party of second part, its successors, directors and employees etc.

23. That in case of deliberate and willful disobedience of contract in rendering of services to public at large the party of first part will be free and at liberty to take appropriate penal or any other actions against the party of second part in the interest of general public.

The party of second part will ensure that any delay which is beyond its control, will be intimated to party of first part or his appointed officer within 24 hours of the same who will evaluate the situation and accordingly may extend time of performance by order in writing and in the given situation. In such cases penalty will be imposed on the merit of the case. The decision of the Transport Commissioner shall be final in this regard.

25. The clauses 4.14.2 and 4.14.4 in the bid document related to liquidated damages shall be applicable in cases of delays mentioned in these clauses.

26. That in case of failure to supply and affix the High Security Registration Plates within stipulated time, appropriate penalty/liquidated damage or any other action will be taken and communicated within ten days by the registering authority and amount of penalty/liquidated damages so imposed will have to be deposited within 7 days by way of Demand Draft/Banker Cheque to avoid any penal action. The party of first part will be authorized to recover any amount in this regard payable by the second part from



Rajesh Vatsal



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Security Deposit also, in case the party of second part fails to deposit such amount within stipulated time. Short fall in security deposit on this account will have to be made good (replenished) within 7 days of such short fall by the party of second part.

27. The party of first part will be authorized to issue necessary clarifications, interpretations pertaining to contract which will be binding upon the party of second part.

28. The party of second part will be solely responsible for carrying out the assigned job and will be responsible for complying with statutory duties, acts, provided in law and will also be responsible for complying with tax, labour and other applicable law and the party of first part will in no case be responsible for any loss, damages of goods, assets or any property used in execution of contract.

29. The party of second part will be responsible for training of officials designated by the party of first part, in relation to imparting education, training related to HSRP scheme at the expenses to be borne by the party of second part.

30. The party of second part will commence the work preparation specified in the:

i. Agreement and bid document and addenda immediately after signing of agreement and shall commence the actual affixation on the appointed date to be notified by the department. In any case the appointed date shall not be later than 60 days from the date of signing of the agreement. The party of second part agrees to, arrange required space/premises for installation of embossing stations at all 38 places as per Schedule I of this agreement and other places to be designated under clause 3.1.2 of the bid document during the contract period, get the required connections (electricity, telephone and networking etc.) within 30 days and install required machinery/equipments at all embossing stations and affixation stations, with deployment of required staff within 50 days or earlier and get all the networking infrastructure completed at all RTO/DTO offices and Transport Commissioner office with interconnectivity and the party of second part shall submit samples of all size and type of HSRP within 55 days or earlier and shall intimate his full preparedness within above scheduled days to Transport Commissioner, Jaipur.

ii. For every transport district, the party of second part will appoint a nodal officer, who shall keep the RTO/DTO of the area apprised of the progress in the implementation of scheme. The RTO/DTO as far as is practicable extend assistance for the success of implementation of the scheme.

31. The terms and conditions of this Contract Agreement will be governed by the applicable laws and will be consistent with all the applicable laws like Contract Act, the Motor Vehicles Act, 1988 and other laws of the land.



For and on behalf of



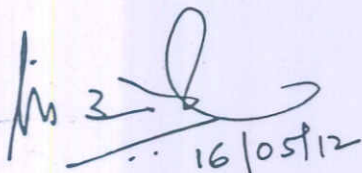
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32. Unless extended, the tenure of Contract Agreement will be a period of 5 years from the date of execution of Agreement as per the terms and conditions of the bid.
33. The party of second part shall abide by all the terms and conditions of the bid document, addenda, LOI and Agreement in letter and spirit, to ensure the same, proper inspections / audit / supervision shall be conducted by authorized officers of the party of first part and in case of any default appropriate penal action shall be initiated.
34. That in case of any dispute arising out of Contract Agreement it shall be subject to the jurisdiction of appropriate legal/arbitration forum at Jaipur only in terms of remedy provided in bid document, addenda.

IN WITNESS thereof the parties have executed and delivered this agreement as of the date first above written.

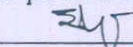
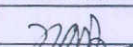
SIGNED, SEALED AND DELIVERED

For and behalf of party of first part
Transport Commissioner
& Principal Secretary
State of Rajasthan


16/05/12

Deepak Upreti, I.A.S.
Transport Commissioner

In the presence of witness:

1. 
H.P. MISHRA
Addl Transport Commissioner
(CRS)
2. 
Dy. Comm. (Trans)

SIGNED, SEALED AND DELIVERED

For and behalf of Contractor by
persons duly authorized

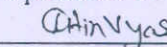
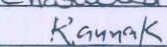




Rajeev Maheshwari
Director, Real Mazon (Rajasthan) Pvt. Ltd.



In the presence of witness:

1. 
CA NITIN VYAS
Chartered Accountant.
2. 
Ramesh Kumar
Real Mazon India Ltd,
45, 2nd Floor, Community
Centre, Naraina, Phase-1,
New Delhi.

Schedule 'I'

LIST OF DISTRICTS/TRANSPORT DISTRICTS

(Locations where embossing stations to be setup)

S. No.	Name of District	Headquarter
1	District Transport Officer, Jaipur	Jhalana Dungri
2	District Transport Officer, Jaipur	Jagatpura
3	District Transport Officer, Kotputli	Kotputli
4	District Transport Officer, Dausa	Dausa
5	District Transport Officer, Karuali	Karuali
6	District Transport Officer, Sawai Madhopur	Sawai Madhopur
7	District Transport Officer, Sikar	Sikar
8	District Transport Officer, Jhunjhunu	Jhunjhunu
9	District Transport Officer, Churu	Churu
10	District Transport Officer, Alwar	Alwar
11	District Transport Officer, Bharatpur	Bharatpur
12	District Transport Officer, Dholpur	Dholpur
13	District Transport Officer, Ajmer	Ajmer
14	District Transport Officer, Beawar	Beawar
15	District Transport Officer, Naguar	Naguar
16	District Transport Officer, Deedwana	Deedwana
17	District Transport Officer, Tonk	Tonk
18	District Transport Officer, Jodhpur	Jodhpur
19	District Transport Officer, Barmer	Barmer
20	District Transport Officer, Jaisalmer	Jaisalmer
21	District Transport Officer, Pali	Pali
22	District Transport Officer, Sirohi	Sirohi
23	District Transport Officer, Jalore	Jalore
24	District Transport Officer, Udaipur	Udaipur
25	District Transport Officer, Dungarpur	Dungarpur
26	District Transport Officer, Banswara	Bansawara
27	District Transport Officer, Rajsamand	Rajsamand
28	District Transport Officer, Chittorgarh	Chittorgarh
29	District Transport Officer, Pratapgarh	Pratapgarh
30	District Transport Officer, Bhilwara	Bhilwara
31	District Transport Officer, Kota	Kota
32	District Transport Officer, Jhalawar	Jhalawar
33	District Transport Officer, Bundi	Bundi
34	District Transport Officer, Baran	Baran
35	District Transport Officer, Ramganj Mandi	Ramganj Mandi
36	District Transport Officer, Bikaner	Bikaner
37	District Transport Officer, Ganganagar	Ganganagarh
38	District Transport Officer, Hanumangarh	Hanumangarh

And other places to be designated under clause 3.1.2 of the bid document during the contract period.

Rosen Hakeghwari



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Schedule – 'I' contd.....

No. of district wise authorized dealers working as registering authorities*

Sr. No.	Name of the district where dealers are working as registering authorities	No. of such dealers
1	Jaipur	38
2	Kota	14
3	Jodhpur	4
4	Pali	1
5	Alwar	3
6	Udaipur	6
7	Bhilwara	5

* The list contains number of authorized dealers authorized as registering authorities in various districts this number may vary during the project period.



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Sl. No	Item	Unit	Rate / Item wise break up	Approved Rates	
				Rates in figures	Rates in Words
1	2		3		4
1	Complete set of Registration Plates inclusive of Snap Lock and fixing for two-wheeler	Piece	200mm x 100mm	35	Rupees Thirty five only
		Piece	285mmx45mm	29	Rupees Twenty nine only
		Pair	Snap Lock	11	Rupees Eleven only
		Set	TOTAL - A	75	Rupees Seventy five only
2	Complete set of Registration Plates inclusive of Snap Lock, 3rd Registration Plate and fixing for three-wheelers (Passenger and goods) and invalid carriages.	Piece		35	Rupees Thirty five only
		Piece	200mm x 100mm	35	Rupees Thirty five only
		Piece	3 rd registration plate / sticker	15	Rupees Fifteen only
		Pair	Snap Lock	11	Rupees Eleven only
3	Complete set of Registration Plates inclusive of Snap Lock, 3rd Registration Plate and fixing for Light Motor Vehicles/ Passenger Car (excluding tractors)	Set	TOTAL - B	96	Rupees Ninety six only
		Piece	500mm x 120mm	91	Rupees Ninety one only
		Piece	340mm x 200mm	103	Rupees One hundred and three only
		Piece	3 rd registration plate/ sticker	15	Rupees Fifteen only
		Pair	Snap Lock	11	Rupees Eleven only
		Set	TOTAL - C	220	Rupees Two hundred and twenty only



Jagan Maheshwari

(Signature)

4	Complete set of Registration Plates inclusive of Snap Lock, 3rd Registration Plate and fixing for tractor	Piece	285mm x 45mm	29	Rupees Twenty nine only
		Piece	200mm x 100mm	35	Rupees Thirty five only
		Piece	3 rd registration plate/ sticker	15	Rupees Fifteen only
		Pair	Snap Lock	11	Rupees Eleven only
		Set	TOTAL - D	90	Rupees ninety only
5	Complete set of Registration Plates inclusive of Snap Lock, 3rd Registration Plate and fixing for Medium Commercial Vehicles/ Heavy Commercial Vehicles/ Trailer combination.	Piece	340mm x 200mm	103	Rupees One hundred and three only
		Piece	340mm x 200mm	103	Rupees One hundred and three only
		Piece	3 rd registration plate/ sticker	15	Rupees Fifteen only
		Pair	Snap Lock	11	Rupees Eleven only
		Set	TOTAL - E	232	Rupees Two hundreded Thrity Two only

NOTE:

1. The above rates are chargeable from vehicle owners and are for providing and fixing High Security Plate on the vehicles.
2. The rate is inclusive of all taxes, levies and all other charges.
3. Replacement of Plates will be done on the item wise approved rate quoted in column no. 4 corresponding to the name of item mention in column no. 3 only for the item replacement.



Rajesh Nohethwari



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