

Government of Himachal Pradesh

Represented by

Department of Transport

**DRAFT CONCESSION AGREEMENT
FOR
MANUFACTURING & AFFIXING OF
HIGH SECURITY REGISTRATION PLATES
ON MOTOR VEHICLES**

(Part 2)

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CONCESSION AGREEMENT

This Agreement is entered into this the _____ day of _____, 2011.

BETWEEN

1. The Governor of Himachal Pradesh through the Director Transport, Government of Himachal Pradesh having its office at
(hereinafter referred to as the "Department of Transport") which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of One Part.

AND

2. _____, company through its.....who is duly authorized by the company vide Resolution No.....dated..... incorporated under the Indian Companies Act, 1956, having its registered office at _____ (hereinafter referred to as the "Concessionaire" or "Company" which expression shall unless repugnant to the context or meaning thereof include its successors, franchisees, agents, subsidiaries, stockists, distributors permitted assignee and substitutes) of the Other Part.

WHEREAS

- A. The Government of India (GoI) vide its Gazette Notifications No. GSR 221 (E) (dated March 28, 2001), S.O. 814 (E) (dated August 22, 2001), S.O. 938 (E) (dated September 24, 2001), S.O. 1041 (E) (dated October 16, 2001) and S.O. 499 (E) (dated May 9, 2002) has made it mandatory for all old vehicles in India to be affixed with High Security Registration Plates (HSRP) within a stipulated timeframe and all new vehicles to be affixed with HSRP at the time of registration itself. The State Government has decided to implement the GoI order by inviting private participation to carry out the various functions relating to manufacture, distribution, sale and affixation of HSRP in the State of Himachal Pradesh.
- B. The Department of Transport had accordingly invited Bids for selecting the Successful Bidder under its Notice inviting Bids No _____ dated 13-09-2011 for establishing and creating complete infrastructure to manufacture and provide/ fix High Security Registration Plates to all the vehicles in the State of Himachal Pradesh in conformity to the Technical parameters contemplated in the said GoI notification(s). The successful bidder would therefore, be required to setup, install, operate and establish complete infrastructure in all respects as per the conditions prescribed in the said Bid Documents on Build Own and Operate (BOO) basis subject to and on the terms and conditions contained in the Bid Documents .
- C. After evaluation of the Bids received, the Department of Transport had accepted the Bid of the _____ (Successful Bidder/ Consortium) and declared it to be the Successful Bidder and issued the Letter of Acceptance No. _____ dated _____ ("LOA") as per the terms of the Bid Documents requiring, *inter alia*, the execution of this Concession Agreement within (10) days of the date of issuance thereof.

- D.** Pursuant to issuance of LOA and submission of the required Performance Bank Guarantee as per Clause 2.30 of the Bid Document by the Successful Bidder/ Consortium, Department of Transport has to enter into a Concession Agreement for implementing the Project on BOO basis as referred to in Schedule 'A' and 'B' hereto and to record the terms of the said Bid and LOA issued by the Department of Transport, Government of Himachal Pradesh including the obligations of the parties hereto.
- E.** {The selected bidder/ Consortium has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 1956, and has requested the Department of Transport to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/ Consortium under the LOA}, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project.
- F.** {By its letter dated, the Concessionaire has also joined in the said request of the selected bidder/ Consortium to the Department of Transport to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/ Consortium including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the selected bidder/ Consortium for the purposes hereof}.
- G.** The Department of Transport has agreed to the said request of the {selected bidder/ Consortium and the} Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on BOO basis, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

CHAPTER – I

1. PRELIMINARIES

1.1 DEFINITIONS

In this document, unless the context otherwise requires, the following words and phrases shall have the following meaning:

- i) "**Act and Rules**" shall respectively mean The Motor Vehicles Act, 1988 (MVA) and the Central Motor Vehicles Rules, 1989 (CMVR) as amended by Government of India from time to time and Himachal Pradesh Motor Vehicle Rules 1999.
- ii) "**Accounting Year**" means the period commencing from 1st April of any calendar year and ending on 31st March of the next calendar year. The First Accounting Year shall mean the period commencing from the commencement of the Project and ending on the next March 31.
- iii) "**Affixing Station**" means any unit notified by the Department of Transport as an Affixing Station and set up by the Concessionaire for affixing HSRP to vehicles. The Affixing Station would at least include among others, the facility to affix HSRP to vehicles with tamper proof snap lock.
- iv) "**Agreement**" means this Concession Agreement together with all its schedules and any amendments thereto made in accordance with the provisions contained in this Agreement.
- v) "**Applicable Laws**" means all laws, promulgated or brought into force and effect by Gol and/or State Government including regulations and rules made thereunder and judgements, decrees, injunctions, writs and orders of any court of record as may be in force and effect during the subsistence of this Agreement.
- vi) "**Applicable Permits**" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the implementation of the Project during the subsistence of this Agreement.
- vii) "**Appointed Date**" means the date notified by the Department of Transport, on which date the Concessionaire shall have to start the distribution and affixation of High Security Registration Plates in the State of Himachal Pradesh.
- viii) "**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment of the same, as in force from time to time.
- ix) "**Authority**" shall mean and include an officer of the Transport Department as designated by the State Government or any other agency of State Government so notified by the State Government for this purpose and "**Registering Authority**" shall mean the officer of the Transport Department authorized by the State Government for registering vehicles and issuing the registration numbers.

- x) **"Authorised Representative"** means a person specifically authorized in writing by the Vehicle Owner to get the HSRP affixed on the said vehicle.
- xi) **"Bid"** means the complete bidding document submitted by the Bidder to Transport Department, Himachal Pradesh and shall include any corrections, addenda and modifications made therein.
- xii) **"Centralized Online Data Management"** means data aggregation, warehousing and management system to be established and maintained by the Concessionaire.
- xiii) **"Concession Fee"** shall mean a payment made to the Department of Transport by the successful Bidder of 5% of the Sale Price collected from the sale of HSRP inclusive of all duties and taxes except the local taxes, VAT etc. to be made monthly to the Department of Transport.
- xiv) **"Conformity of Production (COP)"** is a procedure of periodic evaluation, testing and certification as defined and certified by the respective Testing Agencies.
- xv) **"Contract Period"** means the period beginning from the Appointed Date and ending on the Termination Date of this Concession Agreement.
- xvi) **"Coordinator"** shall mean the personnel appointed by the Company in order to manage the Services to be rendered.
- xvii) **"Cure Period"** means the period for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default as specified in this Agreement and upon failing of which the Agreement may be terminated.
- xviii) **"Damages"** shall mean the damages payable by a party under this agreement to the other as set forth in this Agreement. whether on per diem basis or otherwise and which are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred and the claiming party is entitled to receive the same and are not by way of penalty or liquidated damages.
- xix) **"Embossing Station"** means any unit notified by the State Government or the Director (Transport) as an Embossing Station and set up by the Concessionaire himself in the State for embossing HSRP on the instructions of the Registering Authority. The Embossing Station would at least include among others, the facility to emboss and hot-stamp HSRP blanks with alpha numeric numbers as issued by the Registering Authority.
- xx) **"Force Majeure" or "Force Majeure Event"** shall mean an act, event, condition or occurrence specified in Clause 4.16 of the Bid Documents and of this Agreement also.
- xxi) **"Franchisee"** shall mean a person (including a firm or company) who has been authorised by the Concessionaire to carry on the business of managing the Embossing Station and the Affixing station on behalf of the

Concessionaire at the Registering Authority affixing the HSRP using the Concessionaire's know-how and resources.

- xxii) **"Gol"** means the Government of India.
- xxiii) **"Government Notifications"** means the Gol notifications no. GSR 221 (E) (dated March 28, 2001), S.O. 814 (E) (dated August 22, 2001), S.O. 938 (E) (dated September 24, 2001), S.O. 1041 (E) (dated October 16, 2001) and S.O. 499 (E) (dated May 9, 2002) and such other notifications with regard to HSRP as brought out by Gol from time to time.
- xxiv) **"Governmental Agency"** means Gol, State Government and/or the transport ministry, department, director, or such other transport authority, as may be notified by Gol/State Government having jurisdiction over the Project .
- xxv) **"HSRP" or "High Security Registration Plates"** shall mean the plate set (Front, Rear and/or the windscreen sticker) affixed to the vehicle displaying the registration number containing the security criteria as specified under Rule 50 and 51 of Central Motor Vehicle Rules 1989 and the Notification.
- xxvi) **"Owner"** means the lawful owner of the vehicle in whose name the vehicle has been registered by the Registering Authority.
- xxvii) **"Parties"** mean the Department of Transport and the Concessionaire collectively and "Party" shall mean Department of Transport or the Concessionaire individually.
- xxviii) **"Performance Security"** means the unconditional and irrevocable Bank Guarantee provided by the Concessionaire to the Department of Transport as per the format set forth in Annexure XXI of the Bid Document.
- xxix) **"Price"** means the price of HSRP that the Concessionaire will charge from the various class of vehicles for the issue and affixing of the HSRP, to be calculated in accordance with this Agreement and shall be computed inclusive of all duties and taxes except the local taxes, VAT etc. "Price" shall not be more than the value per class of vehicle as per the bid submitted by the Concessionaire. The "price" shall include the cost of snap lock. The concessionaire will be allowed to charge the extra amount on account of local taxes, VAT etc from the vehicle owner at the prevailing rates.
- xxx) **"Price Notification"** means the Notification to be issued by State Government subsequent to the signing of the Agreement in respect of the levy, collection and appropriation of the Price and includes any such subsequent notifications, if any, issued from time to time to give effect to taxes.
- xxxi) **"Project"** means the project to assemble, establish, procure technology, design, develop, produce, emboss, affix and distribute the High Security Registration Plates in the State of Himachal Pradesh and finance, maintain and operate the infrastructure, formalities, services and establishment so created at the risk of the Concessionaire and all costs involved in establishing embossing Stations, site implementation and networking within the state.
- xxxii) **"Receivables"** shall mean the Fees and Charges collected and appropriated under this Agreement, the insurance proceeds received and any amounts received by Company as a result of indemnity claims hereunder.

- xxxiii) "**Registering Authority**" shall mean and include the authorities as defined in section 2 (37) of the Act.
- xxxiv) "**Registration Marks**" shall mean the mark as defined in the Rule No. 50 and 51 of the CMVR.
- xxxv) "**Registration Premises**" shall mean the premises of Registering Authority including any premises so designated by the Registering Authority for the purpose of embossing, hot stamping, preparation, affixing and/or fitment of HSRP.
- xxxvi) "**Replacement Fee**" means the amount of Fees charged by Concessionaire for the replacement of a defaced or damaged HSRP or individual HSRP components, such as Front Plate, Rear Plate, Windscreen Sticker, or Snap Lock either individually or collectively.
- xxxvii) "**Resolution**" means the resolution issued by the Government of Himachal Pradesh dated _____ in relation to the issue of HSRP.
- xxxviii) "**Rs.**" or "**Rupees**" means the lawful currency of the Republic of India.
- xxxix) "**Registering Offices (Motor Vehicles)**" shall mean the various existing or future offices set up by the State Government in the State of Himachal Pradesh to carry out the activities of the respective Registering Authority.
- xxxx) "**Specifications and Standards**" means the specifications and standards laid down by the GoI in Motor Vehicles (New High Security Registration Plates) Order 2001 and Government Notifications as amended and updated from time to time.
- xxxxxi) "**State**" means the State of Himachal Pradesh and the territory contained therein.
- xxxixii) "**State Government**" means the Government of Himachal Pradesh.
- xxxixiii) "**Successful Bidder**" means _____, the bidder/ consortium/ joint venture selected by Department of Transport, Government of Himachal Pradesh who meets the Eligibility Criteria and has quoted the lowest "Price" pursuant to transparent competitive bidding process to enter into this Agreement.
- xxxixiv) "**Taxes**" means any direct or indirect taxes including sales tax and/or value added tax, service tax and local taxes and any impost of like nature (whether Central, State or local) charged, levied or imposed on HSRP or any process related to the manufacture, embossing, preparation or fitment of the same and or on the materials, equipment and services incorporated in and forming part of the Project on the construction, operation and maintenance thereof and on the assets of the Project but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever.
- xxxixv) "**Termination**" means the expiry or termination of this Agreement hereunder.
- xxxixvi) "**Termination Date**" means the date on which this Agreement hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice.

xxxxvii) "**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement.

xxxxviii) "**Test Agencies**" means such institutes/agencies designated and notified by GoI under Rule 126 of the Central Motor Vehicle Rules to test and approve the manufacture of the HSRP and issue and grant the Type Approval Certification and Conformity of Production (COP) certification.

xxxxix) "**Type Approval**" shall mean the approval accorded to the Concessionaire by the designated Test Agencies in accordance with the Act and Governmental Notifications.

1.2 In this Agreement, unless the context otherwise requires:

- (a) Any reference to a statutory provision shall include such provision, as is from time to time modified or re-enacted or consolidated so far, as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) References to Indian law shall include the laws, acts, ordinances, rules, regulations, or bye laws, which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity)
- (d) The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- (e) Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
- (f) The words "include" and "including" are to be construed without limitation;
- (g) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (h) Any reference to day shall mean a reference to a calendar day;
- (i) Any reference to month shall mean a reference to a calendar month;
- (j) The Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (k) Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of Department of Transport hereunder or pursuant hereto in any manner whatsoever;

- (l) References to recitals, articles, clauses, sub-clauses, paragraphs, annexure or schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, articles, clauses, sub-clauses, paragraphs, annexure and schedules of this Agreement;
- (m) Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party as the case may be, in this behalf and not otherwise;
- (n) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- (o) Unless otherwise expressly provided in this Agreement any documentation required to be provided or furnished by the Concessionaire to the Department of Transport shall be provided free of cost and at least in three copies and if the Department of Transport is required to return any such documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- (p) This Agreement, and all other Agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and Agreements forming part hereof shall, in the event of any conflict between them, be in the following order :
 - (i) this Agreement; and
 - (ii) all other agreements and documents forming part hereof; i.e. the Agreement at (i) above shall prevail over the agreements and documents at (ii) above.
- (q) Subject to (p) above, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
 - between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - between any two schedules, the Schedule relevant to the issue shall prevail.
 - between any value written in numerals and that in words, the latter shall prevail.

1.3. **SCOPE OF PROJECT**

The Scope of the Project shall include performance and execution by the Concessionaire either by himself or through distributors, stockists, agents or franchisees, to assemble, establish, procure technology, design, develop, produce, emboss, affix and distribute the High Security Registration Plates in the State of Himachal Pradesh and finance, maintain and operate the infrastructure, formalities, services and establishment so created at his own risk and bear all costs involved in establishing Embossing Stations, Affixing Stations, site implementation and networking within the State in accordance with this Agreement and Schedule A hereto.

The Project shall also include the performance and fulfillment of all other obligations by the Concessionaire under this Agreement.

The Concessionaire shall undertake its obligations at its own cost and risk.

CHAPTER – II

GRANT OF CONTRACT

2.1 GRANT OF CONTRACT

2.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, Department of Transport hereby grants to the Concessionaire and the Concessionaire hereby accepts the Contract including the exclusive right license and authority during the subsistence of this Agreement to implement the Project and the Agreement in respect of the Project for a period of 7 (seven) years commencing from the Appointed Date.

2.1.2 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Contract hereby granted shall oblige the Concessionaire to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits:

- i. To assemble, establish, procure technology, design, develop, produce, emboss, affix and distribute High Security Registration Plates in the State of Himachal Pradesh and finance, maintain and operate the infrastructure, formalities, services and establishment so created at its own risk and bear all costs involved in establishing Embossing Stations, Affixing stations, site implementation and networking within the State of Himachal Pradesh.
- ii. Levy, demand, collect and appropriate the Price and or Replacement Fee from the owners of vehicles for affixing HSRP and/or associated fasteners as per the price notification of the Department of Transport and refuse the supply and affixation of such HSRPs and or fasteners if the due Price and/or Replacement Fee is not paid by the owner;
- iii. Perform and fulfill all of the Concessionaire's obligations under this Agreement;
- iv. Bear and pay all expenses, costs and charges incurred in the fulfillment of all the Concessionaire's obligations under this Agreement; and

2.1.3 The Agreement Period shall commence on the Appointed Date and shall end on the Termination Date.

2.2 CONDITIONS PRECEDENT

2.2.1 The rights and obligations of the Concessionaire under this Agreement are subject to the satisfaction in full of the following conditions precedent to be fulfilled on or before the Appointed Date unless any such condition has been waived as provided in Clause 2.2.2.

- (a) The Concessionaire shall have obtained all Applicable Permits required for it to set up the Embossing Stations and Affixing Stations in the State; PROVIDED that the Department of Transport hereby covenants that all necessary permits for the setting up of the Embossing and Affixing Stations shall be deemed to have been granted on the signing of this Agreement;

- (b) The Department of Transport will have notified the Price and Replacement fee for the Project substantially in the form set forth in Financial Bid Form I and Financial Bid Form II;
 - (c) The Department of Transport will have issued the Work Order and provided adequate and appropriate space to the Concessionaire in the Registering Authority premises to set up the Embossing and Affixing Stations and notified the same, and in special cases where the Registering Authority premises do not have adequate and or appropriate space, Department of Transport shall have designated and so notified the nearest available adequate and appropriate space for Affixing Stations as Registration Premises;
 - (d) The Concessionaire shall have set up the Embossing Stations and Affixing Stations in line with the Work Plan as set out in Schedule - F in the State and so informed the Department of Transport; and
 - (e) Department of Transport shall have received copies (certified as true copies by a Director or Company Secretary of the Concessionaire) of all resolutions adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance by the Concessionaire of this Agreement.
- 2.2.2 Any of the conditions precedent set forth in Clause 2.2.1, save and except conditions of Sub-clauses (b) and (c) thereof, may be waived fully or partially by the Department of Transport, Government of Himachal Pradesh at anytime in its sole discretion.

2.3 PERFORMANCE SECURITY

- 2.3.1 The Concessionaire for the due and faithful performance of its obligations under this Agreement has already provided to the Department of Transport, a Performance Security by way of Bank Guarantee No. _____ dated _____ from _____ Bank for an amount of Rs. One Crore only in favour of "Director of Transport, Himachal Pradesh", in the form set forth in Schedule B (the "Bank Guarantee for Performance Security").
- 2.3.2 The Performance Security will be returned to the Concessionaire only after completion of the period of the contract/ concession agreement without interest.

2.4 PRICE

- 2.4.1 The Concessionaire shall, during the Agreement Period levy, collect and appropriate the Price along with all Taxes applicable thereon, from the Owners of the vehicles which get HSRP affixed from the Concessionaire in accordance with this Agreement. PROVIDED that the Concessionaire shall be allowed to collect such Charges or any part thereof or any advance on such Charges from the vehicle owner(s) on receipt of "Authorization for Affixation of HSRP" (Affixing Order) from the relevant Registering Authority in the format set forth in Schedule H. The Concessionaire will be responsible for depositing the Taxes collected, if any, over and above the Price, with the respective Governments or Departments.
- 2.4.2 In case a new Price Notification for HSRP issued by the Department of Transport, Government of Himachal Pradesh to give effect to change in taxes, or for any other reason, the Concessionaire shall collect the newly notified price.

2.5 QUALITY STANDARDS AND DELIVERY PERIOD

- 2.5.1 The Concessionaire shall provide to the Owners HSRP as envisaged in this Agreement in a timely and efficient manner as laid down in this Agreement.
- 2.5.2 The Concessionaire shall keep the HSRP fully embossed, hot stamped and ready for affixation at the respective Affixing Station for the type of vehicle within four days from the date of receipt of Affixing Order from the Registering Authority and the receipt of Price. The affixation will be done on the day and date fixed for the Owner to bring the vehicle for affixation, which date shall not be more than 4 days after the deposit of Price and receipt of Affixing Order. PROVIDED that in case of locations where the vehicle population is very low, the Concessionaire will be allowed to set up data entry terminals and affixing stations within that Registering Authority premises and will emboss and hot-stamp the HSRP at Embossing Stations located at other Registering Authorities and will, at his own risk and cost, get the HSRP delivered to the specified Affixing Station within this time for affixing in the presence of a representative of the Registering Authority.

2.6 CONCESSION FEE

- 2.6.1 The Concessionaire shall pay to Department of Transport monthly in arrears for each month during the Agreement period a Concession Fee equal to 5% of the Price of each HSRP (inclusive of all duties and taxes except the local taxes, VAT etc.) for which the Price has been received by the Concessionaire as specified in clause 2.4 in the State during the relevant month. The Concessionaire shall pay to the Government, the Concession Fee for each calendar month by 25th day of the next month.
- 2.6.2 Any delay in the payment of the Concession Fee by the Concessionaire to the Department of Transport will attract an interest for every month of delay or part thereof at a rate equal to the prime lending rate of State Bank of India prevailing at the time. Provided that if whole or part of the total payment comprising of Concession Fee and Interest thereon is not paid by the Concessionaire within a period of six months from the time stipulated in clause 2.6.1 above, Department of Transport shall have the right to recover the same as statutory dues.

2.7 COMPETING CONCESSIONAIRE

- 2.7.1 Notwithstanding anything to the contrary contained in this Agreement, Department of Transport will not permit any other entity or vendor or Concessionaire or manufacturer to distribute, sell or affix HSRP in the State of Himachal Pradesh during the Agreement Period and the Concessionaire alone shall have right to operate, distribute or sell HSRP, either directly or through its distributors, agents or franchisees in the State.

CHAPTER – III

OBLIGATIONS AND UNDERTAKINGS

OBLIGATIONS OF THE CONCESSIONAIRE

- 3.1 The Concessionaire shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere setout in this Agreement, the following:
- (i) Pay to the Department of Transport the various dues payable to it on time including the Concession Fee along with the monthly charges collection statement as specified. The Concessionaire acknowledges that any interest paid to Department of Transport on account of late payment of its dues shall not provide the Concessionaire with the excuse to delay payment or for non-payment of relevant dues. Payment of interest shall also not release the Concessionaire from fulfilling any of its obligations under this Agreement;
 - (ii) Provide to the Department of Transport reports on regular basis after the date of this Agreement and after the Appointed Date in the form and manner set forth in this Agreement;
 - (iii) Obtain and maintain in force on and from the Appointed Date all insurances in accordance with the provisions of this Agreement;
 - (iv) Monitor, control and be responsible for the activities of any Distributors, Agents and/or Franchisees appointed by it;
 - (v) Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement;
 - (vi) Comply with all Applicable Permits and Applicable Laws in the performance of the Concessionaire's obligations under this Agreement;
 - (vii) Be responsible for the soundness and durability of the HSRP affixed by it and ensure their compliance with the Specifications and Standards;
 - (viii) Keep valid Type Approval Certificate and Conformity of Production from the relevant Test Agency;
 - (ix) Shall put in place means and systems to address the grievances of the vehicle Owner, if any;
 - (x) Ensure at all times that the HSRP blanks and HSRP, prior to their supply and affixation to the Owners, are kept in a secure place under its control and supervision and make its own arrangement for security. The concessionaire will be allowed to deploy his own security personnel within the Registering Authority premises or otherwise for the said purpose.
 - (xi) Bring to notice of the Department of Transport any theft or pilferage of any HSRP or laser coded HSRP Blanks bearing the Concessionaire's identification mark as provided by the Test Agencies in any District in the State within a period of seven (7) days of becoming aware of such theft or

pilferage. The Concessionaire shall at such times also undertake immediate remedial steps, including filing suitable police reports to ensure that such HSRP or HSRP Blanks are not used and can be easily traced and confiscated. On receipt of information from the Concessionaire of such theft or pilferage, Department of Transport would notify delisting of such laser numbers from the company's central database and the Concessionaire ensures and assures that such laser numbers 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 Department of Transport;

- (xii) Shall issue and affix the HSRP in accordance with Government Notifications and the Act and the rules framed thereunder as amended from time to time;
- (xiii) Indemnify the Department of Transport against all actions, suits, claims, 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 Concessionaire in connection with the performance of its obligations under this Agreement;
- (xiv) In case of replacement of defaced or destroyed HSRP, the old HSRP shall be preserved by the Concessionaire and will be accounted for and be destroyed in the presence of a representative of the Department of Transport on a periodic basis. The laser numbers of such HSRP shall also be notified to the Department of Transport on a periodic basis and will be accordingly marked in the central data base.

OBLIGATIONS OF THE DEPARTMENT OF TRANSPORT

3.2 The Department of Transport, Government of Himachal Pradesh agrees to observe, comply and perform the following:

- (i) Assist and provide all reasonable support to the Concessionaire in obtaining Applicable Statutory Permits for the setting up of the Embossing Stations and Affixing Stations; PROVIDED that the permits required by the Concessionaire shall be deemed to have been provided on the signing of this Agreement;
- (ii) Assist the Concessionaire in obtaining Police assistance required, if any, for traffic regulation, patrolling and provision of security at the Embossing Stations and the Affixing Stations;
- (iii) Notify the Concessionaire no later than one (1) month prior to the date of start of operations of a new Registering Authority being set up within the State. The Concessionaire shall be allowed to manufacture the HSRP at the nearby existing facility till his manufacturing facility at the new registering authority is commissioned. This permission shall be granted for a maximum period of three (3) months;
- (iv) Publish the Price Notification or the amended Price Notification as the case may be, as and when they become applicable in accordance with this Agreement;
- (v) To ensure smooth conversion and to avoid last minute rush by the existing vehicle owners in the first limiting period within which all existing plates are to be converted to HSRP, the Department of Transport/ State Government would, in consultation with the Concessionaire, notify a schedule of

conversion with different deadlines for different classes or series of vehicles, Registering Authority wise, to get their vehicle affixed with HSRP within the so specified time schedule.

- (vi) Observe and comply with its obligations set forth in this Agreement.
- (vii) The Department of Transport shall provide the Concessionaire with all facilities and infrastructure, mutually acceptable by the Parties, including but not limited to adequate and appropriate space for setting up the embossing and fitment equipment, electricity, and other basic amenities at all sites of the Registering Authority which is required by the Concessionaire for the issuance of the HSRP to the concerned Owners. Charges for utilities like electricity and water, however, will be payable on actual basis by the Concessionaire /his authorized agent
- (viii) Authorisation for issuance of HSRP for old and new vehicles shall be provided to the Concessionaire who will be required to send a periodical report as per Annexure I & II of the bid document.
- (ix) Data relating to new Vehicles for issuance of HSRP; like Owners name, chassis number etc. which is required for the third registration plate shall be provided by the Registering Authority. The successful bidder will issue the HSRP after receiving detailed advice from the registering authority.
- (x) The Concessionaire shall be responsible for collecting all applicable taxes, levies and fees on High Security Registration Plates from concerned vehicle owners in the State of Himachal Pradesh as specified by the Central/State Government from time to time and deposit them with the concerned authorities on time.
- (xi) The Department of Transport shall issue or cause the issue of all such directions, amendments, changes, notifications, executive orders, as the case may be, and as is required under the applicable Law for the implementation of the terms and conditions of this Agreement and specifically for the levy of Price or charge and appropriation of the same by Company for the issue of the HSRP to the concerned vehicle owners, as detailed herein.

REPRESENTATIONS AND WARRANTIES

3.3 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Department of Transport, Government of Himachal Pradesh that:

- (i) It is a duly incorporated validly existing private limited Company under the laws of India;
- (ii) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (iii) It has taken all necessary corporate and other action under Applicable Laws and Applicable Permits, if any, and its constitutional documents authorize the execution, delivery and performance of this Agreement;
- (iv) It has the financial standing and capacity to undertake the Project;

- (v) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) The Company was and is duly incorporated and existing under the laws of India and has full power and authority to consent to, and has validly consented to and requested the Government to enter into this Agreement pursuant to the LOA and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (viii) No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Government. or to any Governmental Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (ix) It warrants that no sums in cash or kind have been paid or will be paid, except as contemplated in this Agreement, by or on it's behalf to any person by way of Price, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the State Government and Gol in connection therewith.

3.4 Representations and Warranties of Department of Transport

The Department of Transport, Government of Himachal Pradesh represents and warrants to the Concessionaire that:

- (i) The Department of Transport has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (ii) The Department of Transport has taken all necessary action and complied with all necessary internal procedure to authorize the execution, delivery and performance of this Agreement;
- (iii) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

DISCLAIMER

- 3.5 The Concessionaire acknowledges that prior to the execution of this Agreement; the Concessionaire has, after a complete and careful examination of the data made available by the Department of Transport, Government of Himachal Pradesh, made an independent evaluation of the vehicle population in the State of Himachal Pradesh and the rest of the country, Scope of the Project, Specifications and Standards and all the information provided by Department of Transport and has determined to its satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder. The Department of Transport makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions,

statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Department of Transport in this regard.

- 3.6 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 3.5 above and hereby confirms that the Department of Transport shall not be liable for the same in any manner whatsoever to the Concessionaire or any person claiming through or under any of them.
- 3.7 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 3.5 above shall not vitiate this Agreement, or render it voidable.
- 3.8 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 3.5 above, that Party shall immediately notify the other Party, specifying the mistake or error: provided, that a failure on part of Department of Transport to give any notice pursuant to this Clause 3.8 shall not prejudice the disclaimer of the Department of Transport contained in Clause 3.5 and shall not in any manner shift to the Department of Transport any risks assumed by the Concessionaire pursuant to this Agreement.
- 3.9 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Department of Transport shall not be liable in any manner for such risks or the consequences thereof.

CHAPTER – IV

PROJECT ESTABLISHMENT AND OPERATIONS

EMBOSSING STATIONS

4.1 The Concessionaire hereby agrees to observe, comply and perform the following as more particularly detailed in the Work Plan:

- i. Ensure that each Embossing and Affixing Station is installed and located inside the Registering Authority premises and/ or at such place as notified by the Department of Transport. In case, for whatsoever reason, the Embossing Station has to be relocated, either temporarily or permanently, the Concessionaire shall inform the Department of Transport, the complete contact details and particulars of each such Embossing Station and Affixing Station and request a notification if the change is permanent,

PROVIDED that in case of Registration Authorities where the vehicle population is too low, the Concessionaire will be allowed to set up data entry terminals and affixing stations within that Registering Authority premises and will emboss and hot-stamp the HSRP at Embossing Stations located at other Registering Authorities and will, at his own risk and cost, get the HSRP delivered to the specified Affixing Station within this time for affixing in the presence of a representative of the Registering Authority.

- ii. Appoint and place its authorized personnel or representatives for the various functions designated to be carried out at the Embossing Stations, and inform the Department of Transport about the name, father's name and permanent address along with copy of proof of identity of such personnel.
- iii. The Concessionaire shall make suitable arrangements for security of Embossing Stations and all the goods and personnel therein and may employ the services of a security agency if required. The HSRP in-process, HSRP and all material and equipment required to emboss, hot-stamp, complete and affix the HSRP shall be placed in a secured place and shall be made accessible only to persons specifically authorized in this regard. The complete list of authorized persons to access this area shall be kept informed to Department of Transport on an ongoing basis. The Concessionaire shall provide photo identity cards to the authorized personnel employed at each Embossing Stations and cause them to compulsorily wear such photo identity cards at all times within the premises of the Embossing Stations. The Concessionaire shall generally ensure that no unauthorized person shall be allowed access to any part of the Embossing Station. PROVIDED that auditors (technical, logistical and financial) of the Concessionaire shall from time to time, be verifying the embossing stations, the data collected therein, the records maintained, the stocks of blanks, partly completed, completed and/or replaced HSRP, monitoring of the process, etc. Such auditors will also be carrying their respective photo cards and will represent reputed auditing companies/ firms. The individual list of such auditors and the timing and procedure of their audit will not be intimated in advance for security reasons.
- iv. The Concessionaire shall at all times keep the Department of Transport informed of details including contact details of managers and/ or supervisors appointed at each of the Embossing Stations.

- v. Shall not carry out embossing of any HSRP to be affixed in the State of Himachal Pradesh at any place other than the Embossing Stations.
- vi. Shall not shift or close any Embossing Station without written permission of the Department of Transport. Except for temporary shifting for emergency reasons as described in Clause 4.1.i, the Concessionaire shall give a notice along with sufficient details so as to be received by Department of Transport not later than forty five (45) days prior to proposed date of such shifting, closure, addition or modification, as the case may be, and request a Notification of location. Department of Transport shall provide its comments and observations or pass the required Notification within a period of twenty one (21) days of receipt of such notice. Notwithstanding any comments or observations and/ or Notification, the Department of Transport shall not be liable for the same in any manner whatsoever and the Concessionaire shall remain solely responsible for and shall not be relieved or absolved in any manner whatsoever of its obligation, duties and liabilities as set forth in this Agreement. PROVIDED that the repairs, replacement or modification of the equipment in the Embossing Station which may be required from time to time for fulfilling the Concessionaire's obligations under this Agreement, or the expansion or reduction of capacity, shall not have to be notified under this clause. However, the Department of Transport may accord permission for such requests on a case to case basis.
- vii. Provide to Department of Transport all requested information as may be reasonable, in a timely and efficient manner.
- viii. Department of Transport reserves the right to carry out inspections of any Embossing Station including the records kept therein and the Concessionaire shall allow and facilitate access to the relevant Embossing Station for any representative or agent of Department of Transport duly and specifically authorized by the Director (Transport) to carry out such inspection. The Concessionaire shall provide all assistance to the Department of Transport in carrying out such inspection and make available to it all records pertaining to the Embossing Station as may be requested by Department of Transport. It is clarified for the removal of doubts, that the access to the Embossing Stations and the records and material stored therein shall be allowed only to persons specifically authorized by the Director (Transport) in this behalf and not to any employee of the Department of Transport claiming inspection under this clause. No rights of restraint, seizure or sealing of records or material shall be available to any such person except to the Director (Transport) of the State or his authorized representative.
- ix. Ensure that the embossed HSRP are transported from the Embossing Station to the Affixing Station in a secure and safe manner.

AFFIXING STATIONS

4.2 The Concessionaire hereby agrees to observe, comply and perform the following:

- i. To setup the Affixing Station within the Registering Authority Premises or at such other place as notified by the Department of Transport and provide sufficient details of the setup and facilities therein, not later than one (1) week prior to the proposed date of start of operations of the Affixing Station.
- ii. In case of a change authorized by the Department of Transport, inform the Department of Transport on an ongoing basis, of the complete contact details and particulars of each such Affixing Station, including the detailed staffing pattern.

- iii. Make suitable arrangements for security of Affixing Stations and all goods and its personnel for matters relating to affixation of HSRP in the Affixing Stations. These security arrangements may include *interalia* coordinating and registering with the local police station in whose jurisdiction the relevant Affixing Station is located and employing the services of a security agency if required. The HSRP and replaced registration plates before they are destroyed shall be kept segregated from each other and from other equipment or material and placed in a secure place and shall be made accessible only to persons specifically authorized in this regard. The complete list of authorized persons to access this area shall be kept informed to Department of Transport on an ongoing basis. The Concessionaire shall provide photo identity cards to the authorized personnel employed at each Affixing Station and cause them to compulsorily wear such photo identity cards at all times within the premises of the Affixing Stations. The Concessionaire shall ensure that no unauthorized person shall be allowed access to any part of the Affixing Station. The Concessionaire shall designate and clearly mark the areas in the Affixing Station where Owners shall be allowed access for the purpose of affixing HSRP and all matters related or incidental thereto. PROVIDED that auditors (technical, logistical and financial) of the Concessionaire shall from time to time, be verifying the affixing stations, the data collected therein, the records maintained, the stocks of blanks, partly completed, completed and/or replaced HSRP, monitoring of the process, etc. Such auditors will also be carrying their respective photo cards and will represent reputed auditing companies/ firms. The individual list of such auditors and the timing and procedure of their audit will not be intimated in advance for security reasons.
- iv. Shall not carry out the affixation of HSRP in any place other than the Registration Premises duly Notified by Department of Transport, Government of Himachal Pradesh for this purpose.
- v. The Department of Transport reserves the right to carry out inspections of any Affixing Station including the records kept therein and the Concessionaire shall allow and facilitate access to the relevant Affixing Station for any representative or agent of the Department of Transport, duly and specifically authorised by the Director (Transport) to carry out such inspection. The Concessionaire shall provide all assistance to Department of Transport in carrying out such inspection and make available to it all records pertaining to the Affixing Station as may be requested by the Department of Transport. It is clarified for the removal of doubts, that the access to the Embossing Stations and the records and material stored therein shall be allowed only to persons specifically authorized by the Director (Transport) in this behalf and not to any employee of the Department of Transport claiming inspection under this clause. No rights of restraint, seizure or sealing of records or material shall be available to any such person except to the Director (Transport) of the State or his authorized representative.
- vi. Provide to Department of Transport all requested information in a timely and efficient manner.
- vii. Keep the Affixing Stations open at least on all the days that the relevant Registering Authority is working and operate the Affixing Stations at least at all times that the Registering Authority is functioning.
- viii. The Concessionaire shall bear the cost of replacing any HSRP damaged during affixation to the motor vehicle at the Affixing Stations. The Concessionaire shall display at a prominent place a copy of the Price Schedule Order issued by the Department of Transport from time to time.

ACCESS TO DESIGNATED PREMISES

- 4.3 Department of Transport hereby grants to the Concessionaire, its authorized employees and employees of Franchisees duly authorized by the Concessionaire, access to Embossing and Affixing Stations designated and notified as Registration Premises by the Department of Transport.

APPOINTED DATE

- 4.4.1 The Department of Transport shall notify a date for the commencement of the affixation of HSRP, the said date shall be the Appointed Date.
- 4.4.2 The Concessionaire shall start the sale, distribution and affixation of HSRP in the State of Himachal Pradesh on the Appointed Date.
- 4.4.3 Although the endeavour of the Department of Transport would be to get HSRP affixed to all existing vehicles within the stipulated time, change in such time frame by either the Gol or State Government and the resulting costs and liabilities shall have to be borne by the Concessionaire completely. Any such change in time frame will not necessitate the Gol or the State Government to pay any compensation or extend any special concessions to the Concessionaire.

MONITORING AND SUPERVISION

- 4.5.1 The Concessionaire shall aggregate and maintain complete data of all HSRP issued and for that purpose, the Registering Authority shall, while issuing the Affixing Order, provide to the Concessionaire all necessary data as to the Details of the Vehicle, its engine number, chassis number, and other details as may be decided by the Department of Transport and the Concessionaire mutually, details of ownership including name and address and other such information about the owner as may be decided. The Concessionaire shall be further authorized to collect and maintain a photocopy of the registration certificates of the vehicles and may require the owners to provide such further information as may be required for the Concessionaire's central data base. PROVIDED that all the data proposed to be collected shall be intimated to the Department of Transport in advance of the commencement of the operation. The Department of Transport may at its discretion allow the collection of this data.
- 4.5.2 The Concessionaire shall undertake monthly comparison of its data warehouse with the corresponding data of the Registering Authority and rectify and bring to the notice of Transport Department any discrepancies.
- 4.5.3 The Concessionaire shall furnish to the Department of Transport within 7 (seven) days of completion of each calendar month after the Appointed Date and before the Termination Date, a statement of Price, stating the taxes applicable separately therein, in the form set forth in Schedule D (Monthly fee collection Statement).
- 4.5.4 Department of Transport reserves the right to inspect the Embossing Stations and Affixing Stations acting through its own officers at any time with or without prior intimation for a review of its functions and practices and the compliance by the Concessionaire with its obligations under this Agreement. It is clarified for the removal of doubts, that the access to the Embossing Stations, Affixing Stations and the records and material therein shall be allowed only to persons specifically authorized by the Department of Transport, Government of Himachal Pradesh in this behalf and not to any employee of the Department of Transport claiming inspection

under this clause. No rights of restraint, seizure or sealing of records or material shall be available to any such person except to the Director (Transport) of the State or his authorized representative.

INSURANCE

4.6.1 Insurance Cover

- (i) The Concessionaire shall effect and maintain, or cause to be effected and maintained, at no cost to Department of Transport, during the validity of this Agreement such insurances up to such maximum sums as may be required under and in accordance with Applicable Laws and such insurance as the Concessionaire may consider necessary or desirable in accordance with Good Industry Practice, including third party insurances.
- (ii) All insurances obtained by the Concessionaire in accordance with this Article 4.6.1 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Department of Transport, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Department of Transport.

4.6.2 Concessionaire Waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of recovery against, inter alia the Department of Transport, Government of Himachal Pradesh, and Governmental Agencies, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

CHAPTER – V

FORCE MAJEURE

FORCE MAJEURE

5.1 Force Majeure Event

As used in this Agreement, a Force Majeure Event shall mean occurrence in India or the State of Himachal Pradesh of any or all of Non Political Event, Indirect Political Event and/ or Political Event as defined in Clauses 5.2, 5.3, and 5.4 respectively hereinafter which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and such act or event is:

- (i) 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, including through expenditure of reasonable sums of money and
- (iii) Has a Material Adverse Effect on the Project.

5.2 Non Political Force Majeure Events

For purposes of Clause 5.1 Non-Political Events shall mean one or more of the following acts or events:

- (i) Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide;
- (ii) Radioactive contamination or ionizing radiation;
- (iii) Strikes or boycotts (other than those involving the Concessionaire, its franchisees or their respective employees/ representatives attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 5.3 hereof;
- (iv) Any judgement or order of any court of competent jurisdiction or statutory authority in India made against the Department of Transport or the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any Agreement, or enforcement of this Agreement or exercise of any of its rights under this Agreement by Department of Transport; or
- (v) any event or circumstances of a nature analogous to any of the foregoing.

5.3 Indirect Political Force Majeure Events

For purposes of Clause 5.1, Indirect Political Event shall mean one or more of the following acts or events:

- (i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents affixation of HSRP and collection of Price by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- (ii) State wide or India wide strikes or industrial action which prevent affixation of HSRP and collection of Price by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- (iii) Any civil commotion, boycott or political agitation which prevents affixation of HSRP and collection of Price by the Concessionaire for a period exceeding a continuous period of seven days in an Accounting Year;
- (iv) Any Indirect Political Event that causes a Non-Political Event; or
- (v) Any event or circumstances of a nature analogous to any of the foregoing.

5.4 Political Force Majeure Events

For purposes of Clause 5.1, Political Event shall mean one or more of the following acts or events by or on account of Gol or Department of Transport, Government of Himachal Pradesh:

- (i) Expropriation or compulsory acquisition by any Governmental Agency of any assets of the Concessionaire at the Embossing Stations, Affixing Stations and blanks manufacturing unit or rights of the Concessionaire or of its franchisees;
- (ii) Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Concessionaire or any of its franchisees to perform their respective obligations under this Agreement (other than a consent the obtaining of which is Condition Precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any of its Franchisee's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits; or
- (iii) Any event or circumstances of a nature analogous to any of the foregoing.

5.5 Effect of Force Majeure Event

Upon the occurrence of any Force Majeure Event, the following shall apply:

- (i) There shall be no Termination;
- (ii) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event;

- (iii) The period of this Agreement shall be extended by such loss of period suffered by the Concessionaire due to Force Majeure Event which prevented lawful performance of the contract.

5.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Article 5, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 5.

5.7 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that :

- (i) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (ii) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (iii) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.

CHAPTER – VI

SUSPENSION AND TERMINATION

6.1.1 SUSPENSION

The Department may, by a written notice of suspension to the Concessionaire, suspend the Contract if the Concessionaire fails to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension shall not be issued unless a prior written notice of intention to suspend has been given to the Concessionaire which notice of intention to suspend shall :

- (i) specify the nature of the failure; and
- (ii) request the Concessionaire to remedy such failure within a specified period from the date of receipt of such notice of intention to suspend by the Concessionaire. The specified period shall in no case, be less than 15 days,

and the concessionaire has failed to remedy the failure within the specified time.

6.1.2 If the Concessionaire shall be in Material Breach of this Agreement, Department of Transport shall be entitled in its sole discretion and without prejudice to its other rights and remedies under this Agreement including its right of Termination hereunder, to:

- (i) Suspend all or any of the rights of the Concessionaire under this Agreement including the Concessionaire's right to collect Price for affixing such High Security Registration Plates, and
- (ii) Exercise the rights of the Concessionaire under this Agreement itself or authorize any other person to exercise the same during such suspension. Such suspension by Department of Transport shall be by a communication in writing to the Concessionaire and shall be effective forthwith upon the issue thereof to the Concessionaire.

Provided that no such suspension notice shall be issued without first giving the Concessionaire adequate notice of such intention and an opportunity to be heard.

6.1.3 The suspension of the rights of the Concessionaire by Department of Transport pursuant to Clause 6.1 above shall be revoked by Department of Transport forthwith upon the Concessionaire having remedied the Material Breach during such suspension period to the satisfaction of Department of Transport

6.1.4 The suspension of the rights of the Concessionaire by the Department of Transport, pursuant to Clause 6.1 shall not absolve the Concessionaire from its obligations set forth in this Agreement.

TERMINATION

6.2.1 The Department of Transport will have a right to terminate this Agreement if the Concessionaire causes material breach of any or all conditions of this Agreement. Material breach of Agreement includes, but is not limited to the following:

- a) Upon the Concessionaire knowingly and directly being involved in distribution of duplicate High Security Registration Plate;
- b) Failure of the Concessionaire to submit valid "Conformity of Production Certificate" periodically as per the guidelines of the approved Test Agency, to the Department of Transport.

In the event of termination, for any reason, during the validity of this Agreement, Department of Transport shall have the right to impose penalty, to ask to continue till alternative arrangements are made, and to enter into contract with any person or company as deemed fit by the Director (Transport).

In case of material breach of the Agreement by the Concessionaire for any of the above reason, the Department of Transport shall have the right to terminate the Agreement and forfeit the Performance Security.

Provided, that such Termination shall not be made without first giving the Concessionaire adequate notice of such intention and an opportunity to be heard.

6.2.2 In the event the Parties decide mutually to terminate the Agreement, the proposing Party shall give a notice to the other Party for termination and in the event that it is acceptable by the other Party, the other Party shall give its written consent for the same and the Agreement shall stand terminated with immediate effect.

6.2.3 If the Concessionaire is adjudged to be bankrupt or otherwise insolvent in a competent court of Law.

6.2.4 In the event that the Force Majeure Event lasts for more than 3 (three) months from the occurrence of the Force Majeure Event, the Affected Party shall have the right to terminate this Agreement by a written notice of 15 (fifteen) days to the other Party.

6.2.5 Upon Termination of this Agreement for any reason whatsoever :

- (i) The Concessionaire shall remove all its machinery, equipment, furniture, fixtures or any other belongings including the computing equipment set up to establish and maintain the Online Data Warehouse within a period of 30 (thirty) days;
- (ii) The Concessionaire and any person claiming through or under the Concessionaire shall not enter any part of any Registering Authority beyond a period of 30 (thirty) days from the date of 'Termination Notice'.

6.2.6 Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to

accrued rights of either Party including its right to claim and recover money, damages and other rights and remedies which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including without limitation any payments and divestment procedures, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

- 6.2.7 The Department of Transport shall be at liberty to appoint any other vendor or manufacturer to manufacture, sell, distribute or affix High Security Registration Plates after the completion of the Agreement period specified in this Agreement.

CHAPTER – VII

MISCELLANEOUS

ASSIGNMENTS AND CHARGES

- 7.1.1 The Concessionaire shall neither create nor permit to sublet any Encumbrance over or otherwise transfer or dispose off all or any of its rights and benefits under this Agreement except with prior consent in writing of the Department of Transport, , which consent Government shall be entitled to decline without assigning any reason whatsoever.

FINANCING

- 7.2.1 The Concessionaire may obtain financing for the Project in the form of debt, from domestic or foreign sources, or direct borrowings or investment from banks, lending institutions, mutual funds, insurance companies, pension funds, provident funds and companies, and/ or in the form of equity from friends, associates, private placements with institutions or other investing organizations or funds, public issues, or such other sources as it may deem necessary (“Financing”).
- 7.2.2 For the purpose of Financing, the Concessionaire may enter into legal agreements or other arrangements (“Financing Agreements”) of any kind as it deems fit.
- 7.2.3 The Department of Transport hereby recognizes the right of the Concessionaire to mortgage, charge, assign or otherwise encumber the raw material, machinery, other hardware and/or the receivables and to assign its rights under this Agreement in favour of the Lenders in accordance with the terms of the Financing Agreements; provided that any such assignment shall not be prejudicial to the interests of the Department of Transport(“Charge”).

LIABILITY AND INDEMNITY

- 7.3.1 The Concessionaire will indemnify, defend and hold the Department of Transport, harmless against any and all proceedings, actions and third party claims for loss, damage and expense of whatever kind and nature arising out of the design, engineering, manufacture, affixation and use of the High Security Registration Plates or arising out of a breach by Concessionaire of any of its obligations under this Agreement.
- 7.3.2 Without limiting the generality of this Section, the Concessionaire shall fully indemnify and defend the Department of Transport including its officers, servants and agents (the " Department of Transport Indemnified Persons") from and against any and all loss and damages arising out of or with respect to: (a) failure of the Concessionaire to, comply with Applicable Laws and Applicable Permits, (b) payments of taxes relating to the Concessionaire, its suppliers and representatives, without reimbursement hereunder, or (c) non-payment of amounts due towards materials or services supplied to the Concessionaire or any of its agents, distributors or franchisees.
- 7.3.3 Without limiting the generality of the provisions of this Section, the Concessionaire

Contract

shall fully indemnify. and defend the Department of Transport Indemnified Person from and against any and all damages which the such Department of Transport Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, Copy rights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's agents, distributors or franchisees in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Department of Transport a license, at no cost to the Department of Transport, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without impairing the specifications and standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.

DISPUTE RESOLUTION

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth herein below. Provided that the Party claiming dispute resolution shall issue a notice in writing at least thirty (30) days to the other Party informing it of its intention of initiating dispute resolution procedure.

7.4.1 In the event of any Dispute between the Parties, such Dispute shall be referred to the Secretary, Transport, Government of Himachal Pradesh and the Chairman of the Board or Directors of the Concessionaire, for amicable settlement. Upon such reference, the said two persons shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the said two persons, either Party may refer the dispute to arbitration in accordance with the provisions of Clause 7.5.

7.4.2 If the Dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing, or such longer period as may be mutually agreed by the Parties, then the provisions of Clause 7.5 shall apply.

7.5 ARBITRATION

7.5.1 Any Dispute which is not resolved amicably as provided herein above shall be finally decided by reference to arbitration of the Principal Secretary/Secretary (Law), Government. of Himachal Pradesh. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the

provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereto.

- 7.5.2 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder. The award when rendered shall be final and binding on both the parties.

REDRESSAL OF PUBLIC GRIEVANCES

- 7.6.1 The Concessionaire shall maintain a register at each of the Affixing Centre and Embossing Station for recording of complaints (the "Complaints Register") by any person (the "Complainant") at any time during the functioning of the Registering Authority or the Embossing station. The availability of and access to such Complaints Register shall be prominently displayed by the Concessionaire at each Affixing Centre and Embossing Station so as to bring it to the attention of all persons availing of the services of the Concessionaire.
- 7.6.2 The Complaints Register shall be securely bound and each page of the Register shall be duly numbered and each complaint recorded therein shall also be duly numbered. Soon after a complaint is registered the Complainant shall be informed of the number of his/her complaint which the Complainant may refer to in any subsequent correspondence or claim. The Complaints Register shall have appropriate columns including but not limited to the complaint number, date, name and address of the Complainant, the complaint and the action taken by the Concessionaire thereon.
- 7.6.3 The Concessionaire shall inspect the Complaints Register every alternate day and take prompt steps to redress the grievances stated in each complaint. The action so taken by the Concessionaire shall be briefly noted in the 'Action taken' column of the Complaints Register and a suitable reply shall also be sent to the Complainant by post under a certificate of posting.
- 7.6.4 Within one week following the close of each calendar month, the Concessionaire shall send to the Director (Transport) of the State Government, a true photocopy of such pages of the Complaints Register on which any entries have been recorded of any Complaint on the Concessionaire during the course of such month. The Director (Transport) may in his/her discretion direct the Concessionaire to take such further reasonable action as the Director (Transport) may deem appropriate for a fair and just redressal of any grievance. Where the Director (Transport) is of the opinion that the Complainant is entitled to any further remedies beyond what have been provided, the Director (Transport) may instruct the Concessionaire to provide such remedies which shall be provided by the Concessionaire.

MISCELLANEOUS

Waiver

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

- (i) 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;
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (iii) shall not affect the validity or enforceability of this Agreement in any manner.

7.7.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

7.8 Notices

7.8.1 Any payment, notice or other communication to be given by one Party to the other under or in connection with the matters contemplated by this Agreement shall be in writing and shall

- (i) In the case of the Concessionaire, be given by letter delivered by hand/registered post under acknowledgement to the following address:

- (ii) In the case of the Department of Transport, be given by letter delivered by hand under acknowledgement to the office of the Director (Transport), Government of Himachal Pradesh, Shimla-171004.

Copies of all notices shall also be sent by facsimile and by registered acknowledgement due post or courier.

No Partnership

7.9.1 Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

Passing of Property

7.10.1 The ownership of the site (if allotted by the Department to the Concessionaire) shall not pass to the Concessionaire. The ownership of the hardware, software, database, telecom network, equipment and infrastructure created by the Concessionaire shall not pass to the department and shall remain the property of the Concessionaire even after the suspension, termination or expiry of the Contract. The concessionaire shall ensure to the satisfaction of the Director (Transport), Himachal Pradesh that all data maintained by the concessionaire is transferred to hardware specified by the Transport Department and all physical records are handed over to the Department.

Language

7.11.1 All notices required to be given by one party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

Exclusion of Implied Warranties etc.

7.12.1 This Agreement expressly excludes any warranty, condition or other undertaking implied by law or by custom or otherwise arising out of any other Agreement between the Parties or any representation by either Party not contained in a binding legal Agreement executed by both Parties.

Counterparts

7.13.1 This Agreement is executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of
Governor of Himachal Pradesh

By _____
(Signature)

(Name)

(Designation)

In the presence of:

1.

2.

SIGNED. SEALED AND DELIVERED

For and on behalf of
CONCESSIONAIRE by:

(Signature)

(Name)

(Designation)

In the presence of:

1.

2.

SCOPE OF WORK

1. The Concessionaire/his authorized agent will have to manufacture the Registration Plates as per the specification laid down in the CMVR and carry out the finishing process for each High Security Registration Plate according to individual numbers and alphabets as allotted by each individual Registering Authority. The numbers and alphabets of each vehicle shall vary individually. The Concessionaire/his authorized agent shall detail a plan to appoint individual Embossing and Affixing Stations in or in the proximity of the Existing Registering Authority to ensure proper and easy availability of the High Security Registration Plates. The Concessionaire will also ensure individual Affixing Stations at any proposed/new Regional Transport Office that may be opened during the tenure of contract. Before such establishment of the Embossing or Affixing Stations, the Department of Transport, Government of Himachal Pradesh, will notify such place as the Embossing and/or Affixing Stations. In case any one notified Embossing Station is servicing more than one notified Affixing Station, the risk and cost of transportation and/ or delivery of the Embossed HSRP for fitment at the Affixing Station will be to the account of the Concessionaire.
2. The Registration Plates and the 3rd Registration Plate sticker will be affixed in the premises of the Registering Authority only by representative of the Concessionaire/his authorized agent and the old plates removed from the existing vehicles shall be deposited with the Registering Authority or will be securely kept in a place duly specified by the Registering Authority.
3. The Concessionaire/his authorized agent shall clear periodically the accumulated old Number Plates removed from the existing vehicles from the premises of the Registering Authority or from the specified location, after giving due receipt for the same free of cost and shall ensure that each lot so collected by the Concessionaire/his authorized agent has been destroyed or disposed off at his own risk and cost. Destruction and disposal of old number plates will be so done as not to cause any environmental risks and all guidelines of the Department of Transport, Government of Himachal Pradesh with regard to environmental consideration will be followed. The Director (Transport) may, if thought necessary, ask the Concessionaire to give an undertaking that the said stocks have been so destroyed or disposed off.

4. The time availability for affixing of High Security Registration Plates to vehicle will be within four (4) working days [or such extended days as allowed by the Director (Transport)] of receipt of authorization from the Registering Authority (RTO) and the receipt of the money from the vehicle owner.
5. The Registering Authority shall issue authorization in a Form to be specified, giving all the details of Form 20 (or a copy thereof) for both new and existing vehicles. wherein the registration mark has been duly assigned.
6. The Concessionaire shall emboss, hot-stamp, issue and affix HSRP with the given registration mark and shall ensure that it strictly conforms to size and technical specifications as notified by Government of India. No deviations /defective plates shall be allowed/ supplied.
7. The High Security Registration Plate shall be embossed and be affixed to the Vehicle as per the process laid down in said notification only upon the receipt of Authorization from the Registering Authority. No Security Registration Plates or 3rd Registration Plate or Snap Lock shall be issued to anybody without proper authorization and any incidence of this nature would directly lead to termination of this Contract/ Concession Agreement.
8. On existing registered vehicles also the High Security Registration Plates shall be individually embossed and affixed only upon receipt of the authorization from the registering authority. However, the Concessionaire or his authorized agent shall ensure that the old number /Registration plates shall be collected back and duly destroyed as per the norms indicated in his proposal.
9. In case of any vehicle already provided with High Security Registration Plate will need to be replaced with either or both of the Registration Plate or the 3rd License Plate sticker due to accidental or other damage, these replacements shall be done by charging appropriate price to the vehicle owner only upon receipt of appropriate replacement advice and other documentary evidence from the registering authority.
10. In case of any vehicle already provided with HSRP needs replacement of one or both or the 3rd license plate sticker due to a damage covered under warranty, the same will be replaced after verifying the original HSRP issuance documents, Registration Certificate and comparing with the records of the Concessionaire for genuineness, at

the cost of the Concessionaire. The original HSRP shall be taken off and retained by the Concessionaire for verification by the Registering Authority and will be destroyed after such verification in the presence of a representative of the Registering Authority. Information relating to such change shall be then forwarded to the Registering Authority on a periodic basis.

11. The Concessionaire /his authorized agent should maintain his manufacturing unit/ units well in order and in no case the supply be obstructed because of it.
12. The Concessionaire/ his authorized agent should maintain back up generators so that the supply may not be affected because of electricity failure.
13. The responsibility of providing the right type of High Security Registration Plate and fixing to the vehicle shall be solely of the Concessionaire/his authorized agent.
14. The department will provide adequate space required and other infrastructure like Electricity etc. in the premises of Registering Authority for preparation and fixing of High Security Registration Plate, at the request of the Concessionaire /his authorized agent. No rentals or lease money will be recovered from the Concessionaire /his authorized agent in this regard. The space provided will be solely for the purpose of pursuing the objects of this 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. Immediately on the termination of this Agreement, the said premises will be vacated by him or his authorized agent, as the case may be, and handed back to the concerned authority. Charges for utilities like electricity and water, however, will be payable on actual basis by the Concessionaire /his authorized agent.
15. Facility Inspection
The State/Central Government or its nominated/delegated authority reserves the right to inspect, supervise, assess, may be in conjunction with any other Government Agencies/Authorities including without limitation to Revenue Authorities and Certifying Authorities, all the equipment installed at the premises of the Concessionaire/his authorized agent to ensure the effectiveness of HSRP production by way of surprise check if any malfunctioning or deficient operation is reported and the State/Central Government or any nominated /delegated authority is of opinion to conduct such surprise checks to ensure the consistency in delivery of High Security

Registration Plates. PROVIDED that no such inspection or check shall be authorized by any officer below the rank of the Director (Transport) of Himachal Pradesh.

16. Registering Authority reserves the rights to inspect the Embossing Stations and other infrastructure arrangements of the representative of the Concessionaire under its jurisdiction at any time. In the event of any irregularity, the Registering Authority can take an appropriate penal action against the Concessionaire as specified in the Agreement.
17. Transport Department will have the right to appoint independent Auditors to have the books, premises and operations examined at intervals of not shorter than a year at the cost of the Concessionaire. PROVIDED that no such auditor shall be appointed by any authority below the rank of the Director (Transport) of the State.

FORMAT OF BANK GUARANTEE

PERFORMANCE BANK GUARANTEE OF CONCESSIONAIRE

(To be issued by a Nationalized/Scheduled Commercial Bank based in India)

Bank Guarantee No.:

Dated: _____

Issuer of Bank Guarantee :

_____ (Name of the Bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Concession Agreement dated..... (hereinafter referred to as the "Agreement" or "Contract" between _____, (hereinafter referred to as the "_____") and [_____] (hereinafter referred to as the "Concessionaire") for the _____ (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. "Performance Bank Guarantee" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

(a) At the request of the Concessionaire, we
[_____, _____] (name and

address of the bank), hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the _____ i.e. the _____ on behalf of the Concessionaire, upto a total sum of [Rs. _____ Crores(Rupees _____ Crores Only)], such sum being payable by us to _____ immediately upon receipt of first written demand from the _____.

- (b) We unconditionally and irrevocably undertake to pay to the _____ on an immediate basis, upon receipt of first written demand from the _____ and without any cavil or argument or delaying tactics or reference by us to Concessionaire and without any need for the _____ to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Concessionaire or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ Only)
- (c) We hereby waive the necessity of the _____ demanding the said amount from Concessionaire prior to serving the Demand Notice upon us.
- (d) We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the _____ that the _____ shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the _____ by invocation of this Guarantee.
- (e) This Guarantee will not be discharged due to the change in constitution of the Bank or the Concessionaire. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the _____.
- (f) We unconditionally and irrevocably undertake to pay to the _____, any amount so demanded not exceeding [Rs. _____ (Rupees _____ Only)] notwithstanding any dispute or disputes raised by Concessionaire or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Concessionaire, shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall have no claim against us for making such payment.
- (g) This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding any contained herein:

Contract

- (i) Our liability under this Bank Guarantee shall not exceed Indian [Rs. _____ crore (Rupees _____ Crore Only)].
- (ii) This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____.
- (iii) We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the _____, serves upon us a written claim or demand on or before _____.

Authorized Signatory
For Bank

Note: Authenticated copy of Letter of Authority / Power of Attorney authorizing the signatory of this guarantee to execute the same to be enclosed herewith)

SCHEDULE – C**SCHEDULE OF PRICE**
SECURITY REGISTRATION PLATE SCHEME

1. NAME OF THE CONCESSIONAIRE
2. ADDRESS
3. PRICES FOR NEW SET

| S.No. (1) | Item (2) | Unit (4) | Amount (5) | |
|--------------|---|-------------|--------------------|------------------|
| | | | Rate in Figures | Rate in Words |
| 1. | Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – scooters | Set | | |
| 2. | Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – motorcycles | Set | | |
| 3. | Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for 3 wheelers and invalid carriages | Set | | |
| 4. | Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Light Motor Vehicles/Passenger Cars | Set | | |
| 5. | Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Medium Commercial Vehicles/ Heavy Commercial Vehicles/ Trailer/ combination | Set | | |

4. PRICES FOR REPLACEMENTS

| Sr. No. | Item | Unit | Price Per Unit for providing, fixing, inclusive of excise duty and exclusive of value added tax, service tax and other taxes applicable | |
|------------|--|------|---|----------|
| | | | In Figures | In Words |
| 1. | Registration Plate size 500 x 120 mm | Pc | | |
| 2. | Registration Plate size 340 x 200 mm | Pc | | |
| 3. | Registration Plate size 200 x 100 mm | Pc | | |
| 4. | Registration Plate size 285 x 45 mm | Pc | | |
| 5. | 3 rd Registration Plate sticker inclusive of printing | Pc | | |
| 6. | Snap Locks | Pair | | |

NOTE:

1. The above prices are chargeable from vehicle owners and are for providing and fixing High Security Plate on the vehicles with effect from _____. This price shall remain unchanged till _____.
2. The price shall be inclusive of duties and taxes except the local taxes and Value Added Tax etc., which may be charged extra at the prevailing rates.

AUTHORISED SIGNATORY

SCHEDULE - D**FORMAT FOR MONTHLY FEE COLLECTION STATEMENT**

Name of the Concessionaire: _____ Month of collection _____

Details of collections: _____

| S No | Category | Number of new vehicles affixed | Price Charged | Number of existing vehicles affixed | Price Charged | Replacements | Price Charged | Total Amount | Concession Fee Payable @ 5% |
|------|---|--------------------------------|---------------|-------------------------------------|---------------|--------------|---------------|--------------|-----------------------------|
| 1 | Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – scooters | | | | | | | | |
| 2 | Complete set of Registration Plates inclusive of Snap Lock and fixing for 2 wheelers – motorcycles | | | | | | | | |
| 3 | Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for 3 wheelers and invalid carriages | | | | | | | | |
| 4 | Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Light Motor Vehicles/Passenger Cars | | | | | | | | |
| 5 | Complete set of Registration Plates inclusive of Snap Lock, 3 rd Registration Plate and fixing for Medium Commercial Vehicles/ Heavy Commercial Vehicles/ Trailer/ combination | | | | | | | | |
| 6 | Registration Plate size 500 x 120 mm | | | | | | | | |
| 7 | Registration Plate size 340 x 200 mm | | | | | | | | |
| 8 | Registration Plate size 200 x 100 mm | | | | | | | | |
| 9 | Registration Plate size 285 x 45 mm | | | | | | | | |
| 10 | 3 rd Registration Plate sticker inclusive of printing | | | | | | | | |
| 11 | Snap Locks | | | | | | | | |
| | TOTAL | | | | | | | | |

Amount collected as taxes _____

All taxes deposited to concerned authorities by (date) _____

SCHEDULE - E**REPORTING AND RECORD REQUIREMENTS****1 Introduction**

The reporting and record requirements spelt out hereunder have been provided in terms of the type of information required. The Concessionaire and Department of Transport, Government of Himachal Pradesh may mutually determine the form and format of such reports and record requirements. The language of all reports and records shall be English.

2 Reporting Requirements

From the date of this Agreement to the Termination Date, the Concessionaire shall prepare and submit to the Department of Transport, Government of Himachal Pradesh, one copy each of the following reports/ documents except where otherwise stated in the Agreement.

- a) A detailed work plan supported by a PERT chart for completion of all activities involved in fulfilling Conditions Precedent in this Agreement to be submitted within one week from the date of the Agreement.
- b) Biweekly Progress Report: Within 3 days of end of each fortnight which falls within the date of the Agreement and Appointed Date, the Concessionaire shall provide to Department of Transport, Government of Himachal Pradesh the Biweekly Progress Report on the activities listed in the work plan.
- c) List of employees at each Embossing and Affixing Station with respective designations two days prior to the appointed date.
- d) Address, telephone number, fax numbers and e-mail addresses of all existing and new Embossing and Affixing Stations in the State of Himachal Pradesh.
- e) Monthly Operation Report: Within 5 days of end of each month that falls within the Appointed Date and Termination Date, the Concessionaire shall provide to the Department of Transport, Government of Himachal Pradesh and External Auditor a copy of the report containing the following information against each registration number for which HSRP has been issued:
 - i. Laser number(s) encoded on the HSRP issued
 - ii. Name of the vehicle owner
 - iii. Address of the vehicle owner
 - iv. Type and make of vehicle
 - v. Whether old or new vehicle
 - vi. Date of receipt of "Authorisation for HSRP"
 - Vii. Date of receipt of cash from Owner
 - viii. Date of affixation of HSRP to Owner's vehicle
 - ix. Number of old registration plates in stock at Affixing Station

3 Other reports

The following reports shall be submitted by the Concessionaire

- i) Daily compliance report to each Registering Authority as per Annexure I of Part I of the bid document on the next working day.
- ii) Monthly compliance report to the Transport Department as per format at Annexure II of Part I of the bid document within 5 days of end of each calendar month.

SCHEDULE – F

CONCESSIONAIRE’S WORK PLAN

SCHEDULE - G**AUTHORISATION FOR AFFIXATION OF HSRP**

From,
Registering Authority
(City)

To,
(Concessionaire)
(Affixation Centre)

Dear Sir,

You are hereby authorized to affix the High Security Registration Plate to the vehicle with the following details:

1. Full name of owner _____,
Son/Wife/Daughter of _____
2. Date of Birth of the person _____
3. Permanent address of the owner

4. Temporary address of the owner

5. Registration number of vehicle _____
6. In case of old vehicle, whether affixed with HSRP earlier (Y /N) _____
7. Class of vehicle (If motor cycle, whether with or without gear) _____
8. Maker's name _____
9. Month and year of manufacturer _____
10. Chassis No. _____

11. Engine No. _____
12. Colour or colour of body, wings and front end _____
13. In case affixed with HSRP earlier, laser code of
Front number plate _____
Rear number plate _____

Date

Signature of Registering Authority

Date

Signature of owner

(This portion is to be filled in at the time of actual affixation of HSRP)

City in which Affixation Centre is located _____

14. The components for which charges are being collected _____
15. Amount of Gross charges/ collected _____
16. Date and time of collection of advance

17. Date and time of actual affixation of HSRP _____
18. Number of days by which the service has been delayed _____
19. Signature of Concessionaire's authorised representative
20. Signature of motor vehicle owner or his authorised representative

SCHEDULE - H

AUTHORITY LETTER FOR GETTING HSRP AFFIXED

To
THE REGISTERING AUTHORITY

I, _____ (name of owner of vehicle), resident of
_____ do hereby authorise Mr/ Ms.
_____ resident
of _____ whose signature is
attested below to pay the charges for High Security Registration Plates and get such
plates affixed to my vehicle whose details are given below:

Name of the owner of vehicle _____

Vehicle number _____

Chassis number _____

Engine number _____

Signature of the AUTHORISED PERSON

Signature/ Thumb Impression of the OWNER

Date:

(Please attach a photocopy of your registration certificate to this request.)