NOTICE TO PROCEED

M/s R & B Infraproject Pvt. Ltd.
D-1, Bldg. No. 6, Sat Krupa CHS. Ltd.
Ground Floor, Prem Nagar, Behind Tej Jwellers
Borivali (West), Mumbai – 400 092
Ph. No: 022 – 28958787; Fax: 022-2890 8905
Email: ratansingh@rathoregroup.co

Sub:- Design and Construction of Sewerage works (including left over work of earlier contractor) along with Sewage Pumping station, 4 Nos. new Decentralized Sewage Treatment Plants (STPs) and up-gradation of existing 6 MLD STP for effluent quality improvement including Operation services of the entire system for 10 years at Mount Abu

Contract Package No.: RUSDP/Program/ Mt. Abu/01

Ref:- Letter Of Acceptance issued vide this office letter No F(1)/RUIDP/Phase-III/RUSDP/Program/Mt Abu 01/57 dated 10.01.2018

1. Please find enclosed herewith the copy of Contract Agreement duly signed by the undersigned and your authorized representative for the execution of “Design and Construction of Sewerage works (including left over work of earlier contractor) along with Sewage Pumping station, 4 Nos. new Decentralized Sewage Treatment Plants (STPs) and up-gradation of existing 6 MLD STP for effluent quality improvement including Operation services of the entire system for 10 years at Mount Abu under contract package No.: RUSDP/Program/ Mt. Abu/01.

2. Funds available for the design built work at Mount Abu is limited to Rs. 60,00,00, 000. Therefore, scope of design build work at this stage will be limited to Rs. 60 Crores only instead of negotiated bid price of Rs. Rs 78,97,40,001 for design build work.

Accordingly, accepted contract amount at this stage shall be as under:
- Design Build works : Rs. 60,00,00,000 including provisional sum of Rs. 50,00,000
- O&M works : Rs. 8,19,73,125 (to be adjusted during SIP in accordance with reduction in scope of design built works)
- Total contract amount : Rs. 68,19,73,125 including provisional sum of Rs. 50,00,000

3. Scope of design built works may be increased upto the tendered scope (negotiated bid price) of Rs. 87,67,13,126 (including provisional sum of Rs. 50,00,000) based on availability of additional funds under the project.

4. Work plan shall be prepared in such a way that work of up-gradation and missing gaps of already laid sewer line be completed first and then colony wise work will be taken up including making house connection so that the project benefits may simultaneously accrued.

5. There has been reduction in GST from 18% to 12% during the bidding process (from the base date for this package), therefore, a reduction on account of GST will be made from each of your running bills.
6. The Commencement and completion dates for this contract are as under:
   i. Stipulated date of start : 20.02.2018
   ii. Stipulated date of completion of design-build (730 days) : 19.02.2020
   iii. Stipulated date of completion of O&M services : 17.02.2030
      (3650 days after completion of design-build)

7. You are requested to mobilize and execute the work in accordance with the provisions of the contract.

8. As per clause 1.10: Table 4: Section 6.1- Employer’s requirements, you are Requested to achieve all sectional milestones within stipulated time periods.

9. As per clause 1.12: Table 5: Section 6.1- requirements, you are Requested to achieve all SIP activities within targeted time periods.

10. As per clause 2.1 of particular conditions of contract, please contact undersigned to take possession of site.

11. This work is to be carried out under direction/Supervision of Employer’s Representative.

12. All the terms and conditions of bid document inclusive of addendums/contract agreement will apply on this work.

13. Please submit insurances as per clause 19 of GCC/section 8: contract data immediately.

14. Please mobilize key personnel and equipment as per section 6.5 & 6.6.

Encl.: As above

(R.P. Singar)
Executive Engineer,
RUIDP, PIU Mount Abu

No. F(1)/RUIDP/Phase-III/RUSDP/Program/Mt Abu 01/51-19
Date : 20.02.2018

Copy to following for information please:

1. PS to The Principal Secretary, LSGD, Rajasthan, Jaipur
2. The Project Director, RUIDP, Jaipur.
3. The Director, Asian Development Bank, Urban Development Division, South Asia Department, 6, ADB Avenue, Mandaluyong city, 1550 Metro Manila, Philippines.
4. The Accountant General (Audit), Rajasthan
5. The District Collector & Magistrate, Sirohi
6. The Additional Project Director, RUIDP, Jaipur
7. The Financial Advisor, RUIDP, Jaipur
8. The Sub Divisional Officer and Magistrate Mount Abu
9. The Secretary, UIT, Abu Road and Mount Abu
10. The Commissioner, Municipal Corporation, Mount Abu
11. Assistant Engineer, PWD, sub division, Mount Abu
12. Assistant Engineer, PHED, sub division, Mount Abu
13. Team Leader, PMDSC, RUIDP, Jaipur
15. Commercial Tax Officer, Sales Tax, Sirohi
16. Mining Engineer, Mining Department, Sirohi
17. Team Leader, PMDSC, RUIDP, Jaipur
18. Construction Manager, PSC, RUIDP Jaipur.
19. Guard file

(R.P. Singar)
Executive Engineer,
RUIDP, PIU Mount Abu
Contract Agreement (Operation and Maintenance)

Contract No. : RUSDP/Program/Mt.Abu/01)
BID NO. : RUSDP/Program Loan/09

This Agreement made this 7th day of Feb. 2018, between the Municipal Corporation/Municipal Council of Government of Rajasthan, represented by the Chief Executive Officer/Commissioner, Municipal Board Mount Abu (hereinafter called "the Employer") of the one part and R & B Infra Projects Pvt. Ltd (hereinafter called "the Contractor") of the other Part.

Whereas, the Employer desires that the permanent Plant, Equipment and all other facilities incorporated into the Works known as the "Design and Construction of Sewerage works (including left over work of earlier contractor) along with Sewage Pumping station, 4 Nos. new Decentralized Sewage Treatment Plants (STPs) and up-gradation of existing 6 MLD STP for effluent quality improvement including Operation services of the entire system for 10 years at Mount Abu." Should be properly operated and maintained for the purposes for which they are intended by the Contractor after completion of construction, and has accepted a Bid by the Contractor for the operation and maintenance of such plant and equipment for a period of 10 (Ten) Years after completion and acceptance of the Works.

The Employer and the Contractor agree as follows:

For R & B INFRA PROJECT PVT. LTD.

Authorized Sig.

Executive Engineer
RUSDP, PlU-Mount Abu
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
   a) The Letter of Acceptance date 10.01.2018
   b) The Employer’s Requirements
   c) The Addenda Nos. -3 nos
   d) The Bid dated 24.08.2017
   e) The Conditions of Contract (Part I and II)
   f) The Completed Schedules, and
   g) The Contractor’s Proposal.

3. In consideration of the payments to be made by the Employer, or his legal successors or assignees, to thee Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to operate and maintain the Works at its rated capacity, including maintaining the Plant and equipment in good operating condition, normal wear and tear excepted, and remediying any defects therein in conformity in all respects with the provisions of the Contract.

4. This Employer, or his legal successors or assignees, hereby covenants to pay the Contractor, in consideration of the operation and maintenance of the Works and the remediying of defects therein, the O&M Contact Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorized Signature of Employer  

(Seal)  

In the Presence of:  
Name  
Signature  
Address

Authorized Signature of RUJOP Officer  

(Seal)  

In the Presence of:  
Name  
Signature  
Address

Witness:

Ravinder Singh
L-503, Mahima Elite,
Surya Farm, Godala,
Jaipur,

Authorized Signature of RUJOP Officer  

(Seal)  

In the Presence of:  
Name  
Signature  
Address
Contract Agreement (Works)

THIS AGREEMENT made the ___th Day of ___ , 2018, between Name of the Employer The Project Director, Rajasthan Urban Infrastructure Development Project (RUIDP),(hereinafter “the Employer”) of the one part. And Name the Contractor R & B Infra Projects Pvt. Ltd. (Hereinafter “the Contractor”) of the other part: WHEREAS the Employer desires that the Works known Design and Construction of Sewerage works (including left over work of earlier contractor) along with Sewage Pumping Station, 4 no’s, new Decentralized Sewage Treatment Plant (STPs) and upgradation of existing 6 MLD STP for effluent quality improvement including operation services of the entire system for 10 years at Mount Abu(Contract Package No. RUSDP/Program/Mt.Abu/01), should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to from and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   a. The Contract Agreement,
   b. The Letter of Acceptance
   c. The Letter of Technical Bid
d. The Letter of Price Bid

e. The Variation Nos. – 3 nos

f. The Particular Conditions of Contract-Part A

g. The Particular Conditions of Contract-Part B

h. The General Conditions of Contract;

i. The Specifications

j. The Drawings; and

k. The completed Schedules

3. In Consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Employer for the Design Built Services would be RUJDP and for Operation Services would be the authorized representative from Mount Abu Municipal Board.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA On the day, Month and Year Indicated above.
Signed By

For and on behalf of the Employer

Employee 1: (Executive Engineer, Rajasthan
Urban Infrastructure Development Project
(RUIDP), Mount Abu

[Signature]

Employee 2: (Head of Municipal Society)

[Signature]

[Authorized Sig.]

Signed By

For RA Infra Project Pvt. Ltd.

[Signature]

[Authorized Sig.]

Witness,

Name, Tej Ram Siyag
Signature, [Signature]
Address, V.I.P. Sojala, Teh. Baari
Dist. Jodhpur, Rajasthan

Date, [Date]

Witness,

Name, Raviinder Bisnoi
Signature, [Signature]
Address, L-502, Mahira Elite, Sunj Farm, Sohala
Jaipur, Rajasthan
Confidentiality and Non-Disclosure Agreement

Effective Date: 20\textsuperscript{th} of February 2016

This confidentiality and non-disclosure agreement, ("Agreement") is entered into by M/s R \& B Infra Projects Pvt. Ltd., a company duly organized and existing within the meaning of section 2(20) of companies Act 2013, having its head office at AVS Building, Jawahar Lal Nehru Marg, Malviya Nagar, Jaipur-302017, Rajasthan (hereinafter referred to as "R&B"), and Rajasthan Urban Sector Development Project (herein after referred to as "RUIDP"), having its head office at AVS Building, Jawahar Lal Nehru Marg, Malviya Nagar, Jaipur-302017, Rajasthan (hereinafter referred to as "RUIDP") on behalf of Government of Rajasthan (herein after referred to as "GOR"). Each Party has disclosed or anticipates disclosing to the other Party certain Confidential Information (as defined below) in connection with the following business purpose: R&B and RUIDP are exploring a possible business relationship (collectively, the "Business Purpose"). In consideration of the mutual promises and covenants contained in this agreement and the disclosure of confidential information in connection with the business purpose, both Parties agree as follows:

- Definition of Confidential Information. "Confidential Information" shall mean all information, whether disclosed before or after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") and either (i) marked or designated as "confidential" or "proprietary" at the time of disclosure or (ii) disclosed under circumstance under which it ought to be treated as confidential by the Receiving Party. Confidential Information may include, without limitation, Satellite Imageries (as provided by RUIDP as well as processed), GCPs, Digital Data, Field Survey collected Data, computer programs, software or hardware products, product development plans, documentation, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and
Confidentiality Obligation,

- Notwithstanding anything contained in this NDA document, but subject to the provisions of any other law for the time being in force providing for disclosure of information a receiving entity shall not disclose any information if such disclosure is by way of
to
- improve enforcement of any law;
- affect the national security or strategic interests of Government of Rajasthan / Government of India;
- affect the intellectual property rights or legitimate commercial interests of RUIP / GoR;
- affect the legitimate commercial interests of RUIP / GoR in situations that may include when the procurement relates to a project in which RUIP / GoR is to make a competitive bid, or the intellectual property rights of RUIP / GoR;
- RUSDP shall treat all communications with R&B related to the procurement process in such manner as to avoid their disclosure to competing R&B or to any other person not authorized to have access to such information.
- RUSDP may impose on R&B and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- In addition to the restrictions specified above, RUSDP, while procuring a subject matter of such nature which requires RUSDP to maintain confidentiality, may impose condition for protecting confidentiality of such information.

Term. This Agreement shall have a term of Three (3) years from the Effective Date provided, however, that the obligations of the Receiving Party regarding use and disclosure of the Confidential Information shall terminate three (3) years after the Agreement expiration date.

Exclusions. Confidential Information shall not include Confidential Information that is or becomes a matter of public knowledge through no fault of the Receiving Party; or (ii) was rightfully in the Receiving Party’s possession prior to receipt from the Disclosing Party free of any obligation of confidence, as shown by Recipient’s written records; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information as shown by Receiving Party’s written records.

Ownership. All Confidential Information and any Derivatives thereof, unless otherwise specified in writing remains the property of the Disclosing Party. Receiving Party acquires no rights or licenses in the intellectual property of Disclosing Party including but not limited to, patents, trademarks, copyrights or service marks under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Agreement. For purposes of this Agreement, "Derivatives" means (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patented or patented material, any improvement thereof; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws.

Equitable Relief. Receiving Party agrees that the obligations assumed by Receiving Party herein are necessary and reasonable in order to protect Disclosing Party and its business, and the Receiving Party expressly agrees that monetary remedies would be inadequate to compensate Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement and the continuation of any such breach by Receiving Party, without the necessity of proving actual damages. The Receiving Party will notify the Disclosing Party in writing immediately upon learning of the occurrence of any unauthorized disclosure of Confidential Information or other breach of this Agreement. Receiving Party will assist Disclosing Party in remedying any unauthorized use or disclosure of Confidential Information.

Return of Confidential Information. The Receiving Party shall return all Confidential Information, any tangible media of expression to the extent that such tangible media incorporates any Confidential Information of the Disclosing Party, and all copies.
thereof upon the request of the Disclosing Party. Any Confidential Information which cannot be returned must be destroyed and so certified by Receiving Party.

- **No Warranty.** The Confidential Information disclosed under this Agreement is delivered “AS IS,” and all representations or warranties, whether express or implied, including, without limitation, warranties or conditions for fitness for a particular purpose, merchantability, title and non-infringement of third party rights are hereby disclaimed.

- **Export.** Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party’s pursuant to this Agreement or any product utilizing any such data to any country for which the Government of India or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

- **Notices.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, confirmed facsimile or overnight courier to the addresses of the Parties set forth herein. Notice is not deemed to have been given to L&T unless notice has been delivered at the following address M/s R & B Infraproject Pvt. Ltd. D-1, Bldg. No. 6, Sat Krupa CHS. Ltd. Ground Floor, Prem Nagar, Behind Tej Jewellers Borivali (West), Mumbai – 400 092 Ph. No: 022 – 26957878, Fax: 022-2890 8905, Email: ratansingh@ratangroup.com Maharashtra, India.

- **Independent Development.** Receiving Party reserves the right to develop and market any technology, products or services or pursue business opportunities that compete with or are similar to those disclosed by Disclosing Party under this Agreement without the use of the Disclosing Party’s Confidential Information.

- **No Reliance.** Confidential Information may concern planned or future development efforts for existing or new R&B products and services. Confidential Information is not intended to be a promise or guarantee of future delivery of products, services or features but merely reflect our current plans, which may change. Accordingly, Confidential Information may not be relied upon for purchasing decisions or for any other purpose.

- **General.** This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement. All additions or modifications of this Agreement must be made in writing and signed by both parties. No failure or delay in enforcing any right will be deemed a waiver. This Agreement may not be assigned by Receiving Party without the prior written consent of TWSL which consent shall not be unreasonably withheld. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which Confidential Information may be disclosed. In the event that any of the provisions of this Agreement shall be held by a court unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement shall be governed by the laws of India, without regard to conflicts of law provisions. The parties hereby submit to the exclusive jurisdiction of the courts of India. All fully executed copies of this Agreement shall be deemed originals.

**Acknowledged and Agreed:**

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<thead>
<tr>
<th>M/s R &amp; B Infraproject Pvt. Ltd.</th>
<th>Rajasthan Urban Infrastructure Development Project (RUIDP)</th>
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<td><strong>Date:</strong></td>
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<td><strong>Name:</strong> Firdaus Clowdshary</td>
<td><strong>Name:</strong></td>
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<td><strong>Title:</strong> For R &amp; B INFRA PROJECT PVT. LTD.</td>
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**Witnesses**

1. Name: Tsering Sonam
   Designation: Project Engineer
   Organization: R&B Infra
   Address: L-503, Mahima Enclave, Sujal Farm, Jodhpur
   Date: _

2. Name: Ranvir Singh
   Designation: Project Engineer
   Organization: R&B Infra
   Address: L-503, Mahima Enclave, Sujal Farm, Jodhpur
   Date: _

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