SECTION - I

Brief Description: Lease of spare dark Fiber installed along the Gas pipeline network: Indradhanush Gas Grid Limited (IGGL) invites 'Request for Quotation' from Telecom Service Providers to expand their business by availing IGGL Optical Fibers on lease.

Terms & Conditions

- OFC network of IGGL shall be leased out to the Applicant (lessee) subject to
 mutually agreed terms and conditions specified in the contract. The fibers
 shall exclusively belong to the IGGL, without creating any right, title or interest
 of whatsoever nature in the said fibers in favour of the lessee. In the entire
 process, the decision of the IGGL shall be final and binding on the Applicant.
- 2. The list of Dark fibers proposed to be leased is enclosed along with the length in metres & end Stations in SECTION-III. However, the route length is only indicative and may change as per the actual OTDR testing at the time of handing over.
- 3. Spare dark fiber shall be leased for a Long-Term period of 15 years to the H1 (highest) Applicant.
- 4. In the case of two applicants on the same route depending upon the availability of fibers, an applicant with higher quoted rates will be preferred, and the remaining applicant(s) will be qualified only if additional fibers are available and only if they match the rates of the highest applicant.
- 5. In case, there are a greater number of bidders than the available pair on any route and they quote the same rate on that route, then all H1 bidders shall be asked for further revised upward quotes as per the original method and will be awarded to revised H1. If the bidders quote the same rate even after revised quotes, the process will be repeated until the tiebreak.
- **6.** Bidders should quote in absolute rupees only.
- 7. Space in a suitable area will be provided for the construction of a shelter/kiosk by the Lessee for the erection of the shed for housing indoor equipment in IGGL premises, subject to the availability of space as per SECTION-II.
- 8. Lessee will have to arrange its own power supply at co-location stations. However, IGGL may provide the necessary documents to obtain a connection from the State Electricity Board.
- 9. Maintenance of the IGGL's fibers shall be carried out by IGGL.

- 10. On completion of the lease period, Lessee shall withdraw all installations and hand over the site in clear condition. In case the same is not done within 3 months after completion of the lease period, IGGL will have the right to dispose of the same & charge the cost if any to the lessee.
- IGGL reserves the right to cancel the RFQ without citing any reason.IGGL's
 decision shall be full and final, and no parties shall have the right to question the
 decision of IGGL.
- 12. The guote should be based on the base rate as mentioned below:

SN	Period	Unit	Base Rate (Rs)
1	Long term (15 years)	Per pair per km	1,10,000

- 13. The evaluation shall be done route-wise. The bidder with the highest quoted rate shall be invited to the contract.
- 14. Bidders who have submitted quotes below the base rates shall not be entertained, and their bid shall be rejected
- 15. In case more than one applicant has different offered rates, for the route having availability of more pair of fiber, H1 bidder shall be offered the pair(s). Further, for remaining available pairs the opportunity will be given to the applicant who offered the next highest bid sequentially (H2, H3...) to match the rates of the applicant of the highest bid (H1) to qualify for the deal.
- 16. In case any applicant wants to bid for multiple fibers on the same route, then only one rate must be bid for all the fibers on that route.
- 17. On finalization of the H1 applicant, the H1 bidder shall be intimated for joint testing and signing of the agreement. The bidder will have to sign the agreement within two months from the date of intimation.
- 18. HOTO (Hand Over Take Over) of the Dark Fiber to be completed within three (03) months from the date of signing of the Agreement.
- 19. Typical Fiber Losses in the IGGL OFC network range from 0.25 dB/KM to 0.35 dB/KM.
- 20. In addition, for data continuity, the following 03 points of the NEGG network need to be connected (All 03 locations are depicted in the map given in **Annexure I**).
 - Take Off Point, Panikhaiti GAIL RT station, Guwahati,

- Take Off Point, IGGL Compressor Station, Baihata Chariali, Guwahati,
- Dispatch Terminal, Siliguri.

The Applicants are required to submit their quotations considering the connectivity of these three locations as part of their overall solution, in compliance with the terms and conditions.

- 21. The Lessee/ Applicant and its/his employees, agents and Sub-Contractors and the employees and agents of the Sub-Contractor(s) shall treat as strictly confidential and shall take all steps necessary to ensure confidential handling of all maps, plans, charts, designs, drawings, photographs, data, reports, tests, specifications, methods, and other information developed or acquired by the Applicant from or by means of the RFQ Documents or any facility extended to the applicant pursuant thereto or the award or performance of the works or any of them or otherwise disclosed or made available to the applicant or any of the aforesaid persons, and shall not disclose or reproduce the same in any book, article, speech or other publication. A Non-Disclosure Agreement (NDA) for the same is to be signed by the Applicant, as attached in Annexure-II.
- **22.** Applicant will have to submit declaration as mentioned in Holiday listing/blacklisting format (**Annexure-III**).
- 23. Service Level Agreement (SLA) and penalty clauses shall be mentioned in the Agreement. Penalty calculation for downtime on the individual routes shall be deducted from quarterly fiber O&M charges. Route-wise quarterly penalty for uptime shall start from 5% for below 98.5% availability and shall not exceed 25% of the Quarterly Fiber O&M charges. The average MTTR (Mean Time to Repair) is 15 hrs.

SN	Uptime Percentage		Percentage deduction	
	From	То	from Quarterly Fiber O&M charges	
1	98.49 %	97.00 %	5%	
2	96.99 %	95.50 %	10%	
3	95.49 %	93.50 %	15%	
4	93.49 %	91.00%	20%	
5	<91.00%		25%	

SECTION - II

Co-location Charges

SN	Particulars	Type-I (Indoor)	Type-II (Outdoor)
a)	Space Area	IGGL will provide space for one rack (up to 1.2 m x 1.5 m x 2 m) in the Telecom Room for installation of the equipment (wherever feasible).	IGGL will provide open space within the IGGL installation premises for one rack (up to 1.2 m x 1.5 m x 2 m).
b)	Space Quantity	IGGL will provide space for 02 nos. of earth pits.	IGGL will provide space for 02 nos. of earth pits.
c)	Physical Security	Physical Security of the site will be handled by IGGL.	Physical Security of the site will be handled by IGGL
d)	Air Conditioner	Customer will have to install their own Air conditioner, if required, in the Telecom room for their Telecom equipment	
e)	Co-location charges (Rs) Per node per annum	Rs 7,25,000	Rs 5,90,000

- 1. For each additional space or equivalent ground space (1.2 m x 1.5 m ground space approximately) requirement for TSP's equipment/setup, TSP shall be charged additional full co-location charges for Type I or Type II (i.e. Rs 7,25,000 for Type I and Rs 5,90,000 for Type II), as the case may be.
- 2. On any Fiber route, if any branch-out is required by customers from existing Colocation sites to connect to outside network, an additional charge of Rs 1,00,000/-per annum shall be applicable for first branch-out on that route. For every additional branch-out on that route, this charge shall increase by Rs 1,00,000/-i.e. for second branch-out, charge will be Rs 2,00,000/- per annum, for third branch-out, charge will be Rs 3,00,000/- per annum and so on.
- 3. The Customer shall have to arrange power connection for their equipment (Telecom system, Air conditioner etc.) on its own from the electricity board.
- 4. There shall be a 5% per annum escalation on annual Co-location charges.

SECTION - III

DARK FIBER ROUTE DETAILS

List of IGGL OFC routes on which dark optical fiber cable is available *

Phase	Pipeline	Section	Total Length (meters)	OFC Blowing (meters)	Tentative Completion Schedule
	Guwahati-Numaligarh	1	3,92,262	3,92,262	Dec-24
Phase	Dergaon-Dimapur	8	1,23,615	77,980	Jun-25
I	Gohpur-Itanagar	2	26,994	13,036	Jul-25
	ONGC Feeder Line	8	11,920	0	Jun-25
	Silchar-Panisagar	3	1,12,175	64,784	Nov-25
	Banaskandi FL cum Silchar CGD	4	60,000	0	Mar-26
	Panisagar-Agartala	5	1,17,886	17,876	Mar-26
Phase	Guwahati-Silchar	6	1,95,700	47,055	Mar-26
II	Panisagar-Aizawl	7	1,26,712	0	Mar-27
	Khubal FL	9	3,596	3,214	Mar-26
	Agartala-Tulamura FL	12	85,836	0	Mar-27
	Agartala-Neepco SL	13	6,283	0	Mar-26
	Shillong CGD	14	12,450	3,100	Mar-25
Phase III	Dimapur-Kohima- Imphal	10	1,99,000	0	Mar-27
	Siliguri-Gangtok	11	1,95,000	0	Mar-27
Total			16,69,429	6,19,307	

(* The route length is only indicative and may change as per the actual OTDR testing at the time of handover.)

The section-wise schematic route map is attached as **Annexure - IV**. The route maps are subject to change.

SECTION - IV

APPLICATION FORMAT

express our interest for obtaining IGGL Optical Fiber Pairs on Lease as are being

offered by IGGL. We would like to have the fibers as detailed below:

Period - Long Term (For 15 years)					
Sr. No.	Route	No. Of Fiber pairs	Distance (KM)	Quoted rates (Rs) for Fiber pair/Km for 15 years	Remarks

NOTE:

I/We

- a. There shall be an annual Fiber O&M charge of 6% of One-time lease charges.
- b. There shall be a 5% per annum escalation on annual Fiber O&M charges.
- c. The rates quoted are exclusive of all applicable taxes. Any applicable taxes shall be borne by the applicant.
- d. One Fiber Pair means two strands of Optical Fibers, end to end.
- e. Quote below the Base rate 1,10,000/- shall not be entertained and the application for that route shall be rejected

(Authorized Rep. of Company)

SECTION - V

Proposals:

- Interested applicants are invited to submit their proposals via email to itd@iqql.co.in.
- Applicants are strictly advised to send their proposals only to the above-mentioned email address. Proposals submitted to any other email ID shall not be considered.
- The submission window for quotations will remain open for 30 days from the date
 of publication of this RFQ on the IGGL website. Proposals received after this period
 will not be accepted.

Queries:

- For any technical queries, clarifications, or additional information related to this RFQ, applicants may contact itd@iqql.co.in through email.
- Please note that all queries must be submitted exclusively via email to the specified address. Queries submitted through any other mode (such as phone calls, physical letters, or alternate email IDs) will not be responded to.
- All queries are to be submitted within 15 days from the date of publication of the RFQ on the IGGL website. Queries received after this period may not be entertained.

Note:

- 1. In the entire process, the decision of the Owner shall be final and binding on the Applicant.
- 2. OFC network of IGGL shall be leased out to the Applicant (lessee) subject to mutually agreed terms and conditions specified in the contract. The fibers shall exclusively belong to the IGGL, without creating any right, title or interest of whatsoever nature in the said fibers in favour of the lessee.

SECTION - VI

TECHNICAL DETAILS

The leasing arrangement covers a 24-fibre composite single-mode (SM) optical fibre cable, consisting of 6 fibres of type G-655 and 18 fibres of type G-652D. The quantity of fibre cable leased is determined based on the required pipeline length, ensuring coverage across the entire project, with additional spare cable included to accommodate any unexpected operational needs or future network expansions.

The optical fiber cable is structured into four (04) tubes, namely Blue, Orange, Green, and Brown, each containing six (06) fibers. Of these, the Blue, Orange and Green tubes house G-652D fibers, while the Brown tube contains G-655 fibers.

The Network Infrastructure of IGGL is a ring topology. This topology allows data transmission in both directions, thereby minimizing the risk of network outages due to fiber cuts or equipment failures. The detailed schematic representation of IGGL's network topology is enclosed as **Annexure-V**.

Furthermore, the fibre channel plan outlines the allocation, utilization, and routing of individual fibres throughout the network. The comprehensive fibre channel mapping, depicting the end-to-end fibre usage across the entire network, is provided in **Annexure-VI**.

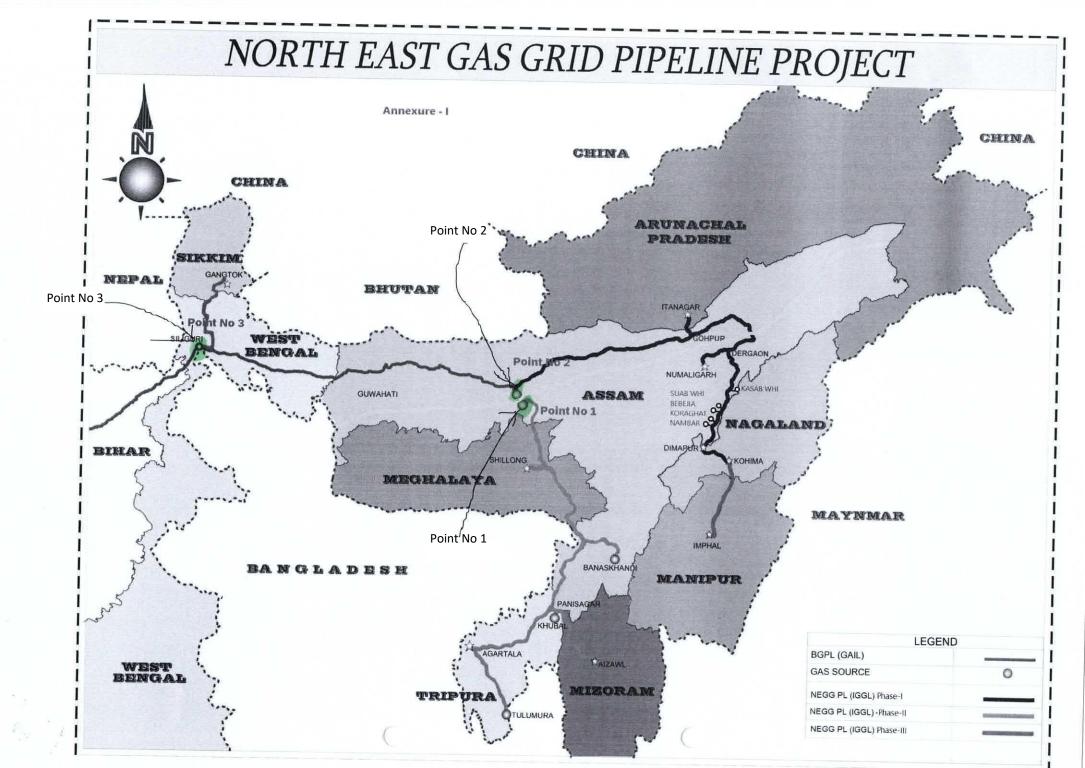
SECTION - VII

TERM SHEET

Preamble: This term sheet sets forth the proposed terms and conditions for

Dark Fiber leasing by IGGL

Issuer	Indradhanush Gas Grid Limited (IGGL)		
Nature of Offering	Dark Fiber (per pair	per km)	
Duration	15 Years (Long Term)	
Application Submission Mechanism	Through email		
Currency	INR (Indian Rupees)		
Statutory Approvals	Approvals are required for setting up the last mile connectivity shall be taken up by the Service providers at their own risk and cost		
Annual Fiber O&M Charge	@ 6% of Dark Fiber Lease charge with 5 % escalation per year.		
Annual Co-Location Charge	Unit	Type–I (Indoor)	Type-II (Outdoor)
	Per node per annum	Rs 7,25,000 (with a 5% escalation every year)	Rs 5,90,000 (with a 5% escalation every year)
Quotation Submission on :	itd@iggl.co.in		
Query Submission on :	itd@iggl.co.in		



ANNEXURE-II

PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAY LISTING

(a) In the case of a Proprietary Concern:
I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s which is submitting the
accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner are presently on any black list or holiday list declared by IGGL, DoT (Department of Telecommunications) or by Ministry of Petroleum and Natural Gas (MOPNG) nor any inquiry is pending by IGGL, DoT or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:
Is there any blacklisting or holiday listing, and /or pending inquiry:
YES/NO (Select one option)
Details in case of blacklisting or holiday listing, and /or pending inquiry: (To be attached if selected YES)
It is understood that if this declaration is found to be false in any particular, IGGL shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting or holiday listing) available to IGGL.
(b) In the case of a Partnership Firm:
We hereby declare that neither we, M/s
Is there any blacklisting or holiday listing, and /or pending inquiry:
YES/NO (Select one option)
Details in case of blacklisting or holiday listing, and /or pending inquiry: (To be attached if selected YES)

It is understood that if this declaration is found to be false in any particular, IGGL shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting or holiday listing) available to IGGL.

(c) In the case of Company:

We hereby declare that neither we are presently neither placed on any holiday list or blacklist declared by IGGL, DoT or by Ministry of Petroleum and Natural Gas (MOPNG) nor any inquiry is pending by by IGGL, DoT or by MOPNG in respect of corrupt or fraudulent practice(s), except as indicated below:

Is there any blacklisting or holiday listing, and /or pending inquiry:

YES/NO (Select one option)

Details in case of blacklisting or holiday listing, and /or pending inquiry: (To be attached if selected YES)

It is understood that if this declaration is found to be false in any particular, IGGL shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting or holiday listing) available to IGGL.

Place:	Signature of applicant
Date:	

Name of Signatory

ANNEXURE-III

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered in	to on (Date) between
Indradhanush Gas Grid Limited, located at 7th Floor, NF	RL Centre, GS Road, Christian Basti, Assam
(the "Disclosing Party"), and	with an address
	(the "Receiving Party").

The Receiving Party hereto desires to participate in discussions regarding the "Leasing of dark fibers of IGGL installed along northeast gas grid network and connecting all 03 disconnected NEGG network in North-East India". During these discussions, Disclosing Party may share certain proprietary information with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Definition of Confidential Information</u>.

- For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.
- (b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Disclosing Party to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is

otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

2. <u>Disclosure of Confidential Information</u>.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

3. Use of Confidential Information

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Receiving Party will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. **Term**

The Receiving Party is duty bound to hold in confidence Confidential Information that will be disclosed during discussion with the Disclosing Party in due course of its application which shall remain in effect indefinitely.

6. Remedies

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information

Receiving Party shall immediately return and redeliver to Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach

Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives; or (2) any actions by Receiving Party or its Representatives inconsistent with their respective obligations under this Agreement, Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty

NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Assam applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Assam shall have sole and exclusive jurisdiction over any disputes arising under, or in any way connected with or related to, the terms of this Agreement and Receiving Party: (i) consents to personal jurisdiction therein; and (ii) waives the right to raise forum non conveniens or any similar objection.
 - (c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

- (e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.
- (f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.
 - (h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

The Receiving Party hereby undertakes to completely understood and shall abide by the provisions as mentioned above and in pursuance of this agreement without any coercion, threat or under influence and in sound state of mind.

witnesses:	Signature of the Receiving Party
1.	For and behalf of
	Designation:
	Date:

2.

