



INDRADHANUSH GAS GRID LIMITED
(A JVC of IOCL, ONGC, GAIL, OIL & NRL)

Invites

Expression of Interest
(EOI)

From

**INTERNET SERVICE PROVIDER (ISPs) / TELECOM SERVICE
PROVIDERS (TSPs)**

For

**LEASING OF DARK FIBERS OF IGGL INSTALLED ALONG
NORTHEAST GAS GRID NETWORK**

EOI No.: IGGL_DARK FIBER/02

EOI FOR SHORTLISTING INTERNET SERVICE PROVIDER / TELECOM SERVICE PROVIDER FOR LEASING OF DARK FIBERS OF IGGL



(Press Release)

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Ref.: IGGL_DARK FIBER/02

Date: 08.12.2025

LEASING OF DARK FIBERS OF IGGL INSTALLED ALONG NORTHEAST GAS GRID NETWORK

1. Indradhanush Gas Grid Limited (hereinafter referred as IGGL), a Joint Venture Company of the five leading Oil & Gas PSUs of the country, viz. Indian Oil Corporation Limited (IOCL), Oil and Natural Gas Corporation (ONGC), Gail (India) Limited (GAIL), Oil India Limited (OIL) and Numaligarh Refinery Limited (NRL), was incorporated on 10th August 2018 in line with the Hydrocarbon Vision 2030 for Northeast for setting up the North-East Gas Grid (NEGG) project. The 1656 Km long natural gas pipeline network is being implemented at an estimated cost of Rs 9265 Crores for connecting the capital cities and major demand centers of the eight North Eastern States to the National Gas grid and indigenous gas sources of the Northeastern region of India. The NEGG project is a project of strategic importance and on implementation of the project, it will ensure reliable and uninterrupted natural gas supplies to the consumers viz. industrial and City Gas Distribution networks in North-East region which is expected to boost industrial as well as economic growth of the region while conserving the environment and supplement efforts of the Government for development of a Gas based economy in the Northeast.
2. There is an increasing demand for dark fibre in the Telecom market in view of factors such as focus on increasing digitization and e-governance by the Govt. of India, substantial increase in bandwidth-hungry applications, emphasis on real-time data analytics and Artificial Intelligence, requiring 5G technology, etc. Therefore, to leverage IGGL's captive OFC network, IGGL intends to empanel Telecom Service providers for leasing its spare dark fiber left after its own captive usage. IGGL has Infrastructure Category – I (IP-I) registration, under which it can lease spare dark fibre along its pipeline to Telecom Service Provider (TSP) / Internet Service Providers (ISP) (Telecom Licensee under Section 4 of the Indian Telegraph Act, 1885) on long-term basis.
3. IGGL invites online offers through Expression of Interest (EOI) from the interested Telecom licensee (hereinafter called **APPLICANT**) for expansion of their business by availing IGGL's Optical Fibers on lease. List of IGGL routes on which dark optical fiber cable will be available are as follows:

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Phase	Pipeline	Section	Total Length(meters)
Phase I	Guwahati-Numaligarh	1	3,92,564
	Dergaon-Dimapur+ONGC FL	8	1,35,535
	Gohpur-Itanagar	2	26,994
Phase II	Silchar-Panisagar	3	1,12,175
	Banskandi FL cum Silchar CGD	4	60,000
	Panisagar-Agartala	5	1,17,886
	Guwahati-Silchar	6	1,95,700
	Panisagar-Aizawl	7	1,19,450
	Kubal FL	9	3,700
	Agartala-Tulamura FL	12	85,836
	Agartala-Neepco SL	13	6,283
	Shillong CGD	14	12,500
Phase III	Dimapur-Kohima-Imphal	10	1,99,000
	Siliguri-Gangtok	11	1,95,000
Total			16,62,623

* Presently, only the Guwahati-Numaligarh Pipeline (GNPL) is commissioned for OFC leasing.

- 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 purpose of inviting this EOI is to identify Internet Service Providers (ISPs) / Telecom Service Providers (TSPs).
- After identifying the APPLICANTS through EOI who are interested, Request for Proposals (RFP)/Request for Quotation (RFQ) shall be invited separately to purchase outright. Applicants whose response shall be accepted by IGGL for this EOI can only participate in future RFP.
- The following table provides details of OFC blowing in various sections of the Northeast Gas Grid, along with the tentative completion schedule. The NEGG route map is enclosed in **Annexure-I** for reference.

Phase	Pipeline	Section	Total Length (meters)	OFC Blowing (meters)	Tentative Completion Schedule
Phase I	Guwahati-Numaligarh	1	3,92,564	3,92,564	Completed
	Dergaon-Dimapur	8	1,23,615	1,09,601	Dec-25

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	Gohpur-Itanagar	2	26,994	13,036	Dec-25
	ONGC Feeder Line	8	11,920	0	Dec-25
Phase II	Silchar-Panisagar	3	1,12,175	70,044	Mar-26
	Banskandi FL cum Silchar GCD	4	60,000	0	Mar-26
	Panisagar-Agartala	5	1,17,886	34,696	Mar-26
	Guwahati-Silchar	6	1,95,700	68,417	Mar-26
	Panisagar-Aizawl	7	1,19,450	0	Mar-27
	Kubal FL	9	3,700	3,214	Mar-26
	Agartala-Tulamura FL	12	85,836	0	Mar-26
	Agartala-Neepco SL	13	6,283	0	Mar-26
	Shillong CGD	14	12,500	3,100	Mar-26
Phase III	Dimapur-Kohima-Imphal	10	1,99,000	0	Mar-27
	Siliguri-Gangtok	11	1,95,000	0	Mar-27
Total			16,62,623	6,94,672	

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Other details for this EOI

EOI Download	www.iggl.co.in
EOI Cost	NIL
Last date of submission of EOI	30 days from the date of publication
Last date for seeking queries/ clarifications	20 days from the date of publication
Date of opening of EOI response	31 days from the date of publication
Response validity	12 months from the date of publication
Submission of Signed Stamped EOI	The Annexure II of EOI invite to be completely filled, signed stamped and to be submitted as per clause 7.

8. IGGL encourages submission of EoI in soft copy. For consideration of EoI, APPLICANTS are required to e-mail a soft copy of EoI, completed in all respects, through the email mentioned hereunder.

If APPLICANTS also wish to submit a hard copy of the EoI, the same can be submitted either in person or by registered/speed post till the last date of submission of EoI to the following address:

E-mail:

To: ajay.s.patel@iggl.co.in

Address: Ajay Singh Patel

Ch Manager (IT and Vigilance)
Indradhanush Gas Grid Limited
7th Floor, NRL Centre,
122A G.S. Road, Christian Basti,
Guwahati, Assam, Pin-781005

9. IGGL reserves the right to reject or accept any or all applications, cancel/withdraw the EoI process without assigning any reason whatsoever and in such case, APPLICANT shall not have any claim arising out of such action. IGGL bears no responsibility or liability of any kind in reference to the EoI. IGGL reserves the right to modify/alter the EOI.
10. Applicants to note that any queries related to EOI are to be submitted online only at the Email id mentioned above. Queries/clarifications received in any other form are not liable to be unanswered.
11. For details of complete EOI, interested parties may visit Website [<https://iggl.co.in/>] IGGL.

ELIGIBILITY CRITERIA

Qualifying Requirement and documents to be submitted along with EoI:

Qualification of applicant will be based on meeting the qualifying criteria below regarding applicant's commercial and technical credibility. The applicants are required to furnish the notarized copy of following documents (commercial & technical) to assess the capacity and capability of the applicant.

- 1. Commercial:** Applicant must submit notarized copy of the below-mentioned documents.
 - a) Certificate of incorporation
 - b) Goods & Service tax registration certificate
 - c) Copy of PAN
- 2. Technical:** The applicant must be a licensee of Telecom Services licensed under Section 4 of Indian Telegraph Act, 1885. Applicant must submit notarized copy of the relevant and valid license issued by DoT.
- 3.** The capabilities of interested applicants will be assessed through the information/credentials submitted by them.
- 4.** Statutory clearances and approvals etc. required for setting up the connectivity shall be taken up by the Telecom Service Providers / Internet Service providers (ISP) at their own risk and cost.
- 5.** Internet Service providers (ISP) / Telecom Service providers (TSP) shall develop, finance, design, construct, own, maintain, operate and repair the telecom infrastructure established by them. This would include assets such as Networking Equipment and Associated Cabling (including earthing) as well as the related infrastructure such as shed, Battery bank, Air conditioning and telecom equipment etc. IGGL will not be responsible for all such system installed by the applicant. However, based on availability of space at IGGL premises, IGGL may lease out the space as per the terms & conditions.
- 6.** In the entire process of this EOI for empanelment of ISPs/TSPs for leasing out of spare dark optical fibers of IGGL network to Internet Service providers / Telecom Service providers, decision of Owner shall be final and binding on the Applicant.
- 7.** 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.

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TERM SHEET

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

Dark Fiber Leasing by IGGL

Issuer	:	IGGL
Nature of Offering	:	Dark Fiber (per pair per km)
Duration	:	15 Years (Long Term) or One Year (Short Term)
Application Submission Mechanism	:	Through email (If, hardcopy then send it to the mentioned address)
Technical Eligibility Criteria	:	The Applicant must be a licensee of Telecom Services licensed under Section 4 of Indian Telegraph Act, 1885 with a valid license on the date of submission of EOI.
Commercial Eligibility Criteria	:	a. Certificate of incorporation b. Goods & Service tax registration certificate c. Copy of PAN.
Currency	:	INR (Indian Rupees)
Statutory Approvals	:	Any approvals required for setting up the connectivity shall be taken up by the Telecom Service Providers at their own risk and cost.
EOI Submission on	:	ajay.s.patel@iggl.co.in

TERMS AND CONDITIONS

1. IGGL invites the Expression of Interest (EOI) for empanelment from the interested ISP/TSP (licensee of Telecom Services licensed under Section 4 of Indian Telegraph Act, 1885), with validity up to date of submission of EOI, issued by Department of Telecommunications, Ministry of Communications, Govt. of India.
2. List of Dark fibres proposed to be leased is mentioned above along with length in meters. However, this list is only indicative and may change, subject to availability of fibre or addition of new routes.
3. Fibres shall be leased for a Long-Term period of 15 years or for short Term period of 1 year.
4. Based on the Technical and Commercial information submitted by ISPs/ TSPs, eligible ISPs/TSPs shall be empanelled for a period of two years commencing from the date of issuance of letter of empanelment.
5. After empanelment, RFQ/RFP (as mentioned above) will be published/will be sent to empanelled ISPs/TSPs through email for specific fiber routes of IGGL from time to time.
6. Consequent to RFQ/RFP, spare dark fiber shall be leased out to the H1 (Highest) Applicant.
7. Space of suitable area will be provided for construction of shelter/kiosk by Lessee for erection of shed for housing of indoor equipment in IGGL premises subject to availability of space as per **Annexure-III**.
8. Lessee will have to arrange its own power supply at co-location stations. However, IGGL may provide necessary documents to obtain connection from State Electricity board.
9. 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 lease period, IGGL will have the right to dispose the same & charge the cost if any to the lessee.
10. IGGL reserves the right to cancel the EOI without citing any reason.
11. IGGL's decision shall be full and final, and no parties shall have the right to question the decision of IGGL.
12. Service Level Agreement (SLA) and penalty clause for downtime shall be mentioned in the Agreement.
13. 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 EOI 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-VI**.
14. Applicant will have to submit declaration as mentioned in Holiday listing/ blacklisting format (**Annexure- IV**).

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15. During evaluation of the bid / application and / or physical verification of applicant's details and credentials, if it is found that incorrect information has been submitted by the applicant, the concerned application shall be outrightly rejected.
16. Guidelines for applicant sharing land Border with India.
Order (Public Procurement No. 1) vide OM No. F.NO.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) vide OM No. F.NO.6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) vide OM No. F.NO.6/18/2019-PPD dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/orders-circulars/459>. Applicant shall have to send the declaration form as in the **Annexure- V**.

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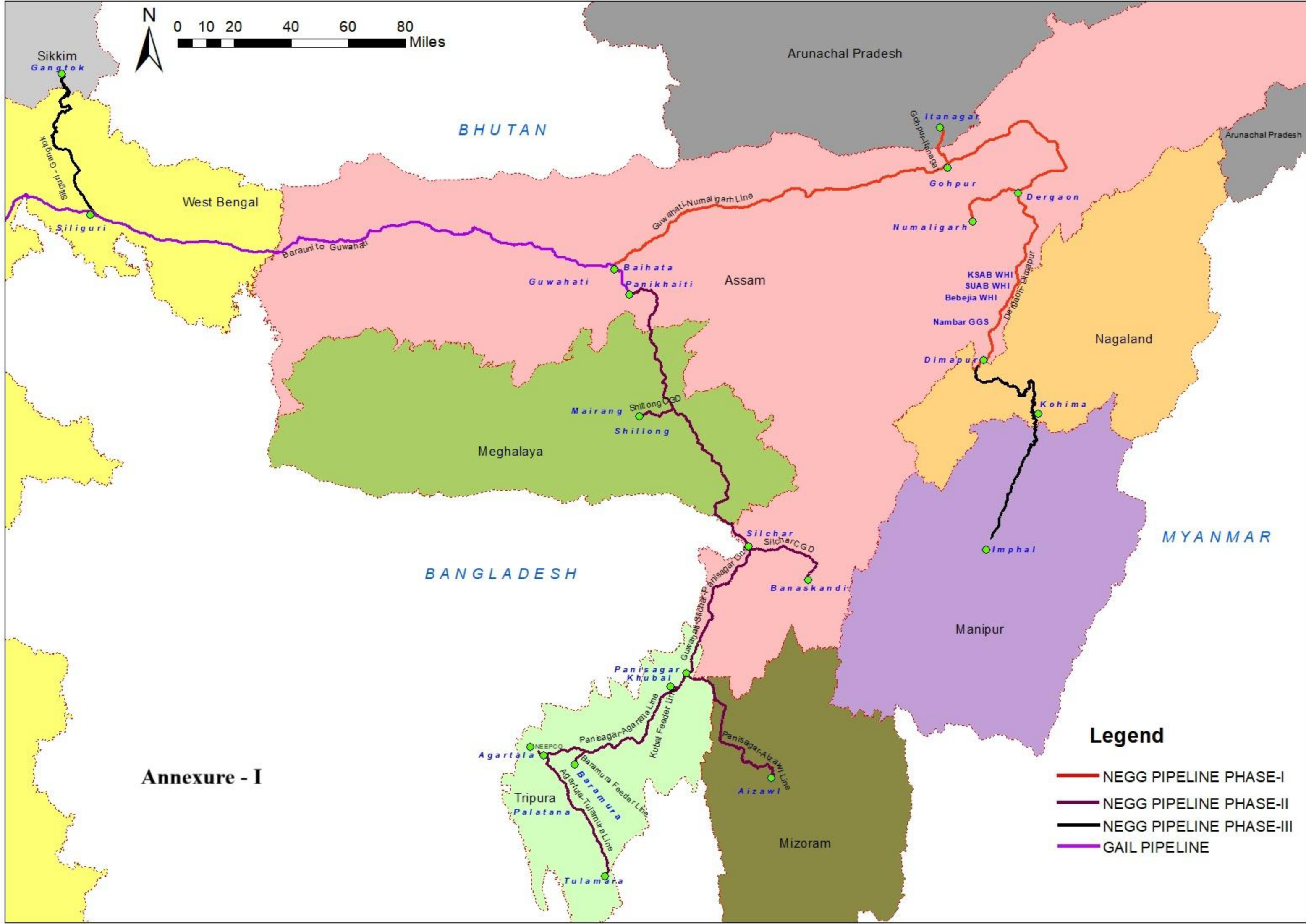
ABBREVIATIONS AND DEFINITIONS

SN	Abbreviations	Definitions
1.	EOI	Expression of Interest
2.	ISP	Internet Service Provider
3.	TSP	Telecom Service Provider
4.	OFC	Optical Fiber Cables
5.	Applicant	Interested Telecom Service Providers
6.	Owner	Indradhanush Gas Grid Limited (IGGL)
7.	Lessor	Indradhanush Gas Grid Limited (IGGL)
8.	Lessee	Internet Service Provider(s) / Telecom Service Provider(s)
9.	Licensee	Interested Telecom Service Providers
10.	NEGG	North-East Gas Grid
11.	FL	Feeder Line
12.	RT	Receiving Terminal
13.	IP-1	Infrastructure Category-I

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ANNEXURES



Annexure - I

Legend

- NEGG PIPELINE PHASE-I
- NEGG PIPELINE PHASE-II
- NEGG PIPELINE PHASE-III
- GAIL PIPELINE

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ANNEXURE – II

FORMAT FOR SUBMISSION OF EOI

To,

The Chief Manager (IT and Vigilance)
Indradhanush Gas Grid Limited
7th Floor, NRL Centre,
122A G.S. Road, Christian Basti, Guwahati
Assam, Pin-781005

Dear Sir,

Subject: Submission of Expression of Interest for “LEASING OF DARK FIBERS OF IGGL
INSTALLED ALONG NORTHEAST GAS GRID NETWORK IN NORTH-EAST INDIA”.

With reference to your EOI invitation notice Ref. No: IGGL_OFC dated 01.12.2025 and after examining the details mentioned in the EOI document for “**LEASING OF DARK FIBERS OF IGGL INSTALLED ALONG NORTHEAST GAS GRID NETWORK IN NORTH-EAST INDIA**”,

I / We hereby offer to submit my / our Expression of Interest.

1. All the schedules and documents necessary in this connection are enclosed hereto. All the documents/ photocopies of the documents have been self-attested by me/us and IGGL is free to reject our application if any of the documents/photocopies of the documents is/are found to be false or forged.
2. I/we, hereby also declare(s) that I/we have read all terms and conditions in the EOI, and all terms and conditions mentioned in the EOI are acceptable.
3. The information sought from me as per the EOI notice is enclosed to this letter.

Yours Faithfully,

(Signature & Stamp of Authorized Signatory)

Designation:

Date:

Place:

ANNEXURE – III

CO-LOCATION FACILITY

• **Type-I (Indoor):**

- a) IGGL will provide space for one rack (up to 1.2 m x 1.5 m x 2 m) in Telecom Room for installation of equipment (wherever feasible).
- b) IGGL will provide space for 02 nos. of earth pits.
- c) Physical Security of the site will be handled by IGGL.
- d) Customer will have to install its own Air conditioner, if required, in the Telecom room for their Telecom equipment.

• **Type-II (Outdoor):**

- a) 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) IGGL will provide space for 02 nos. of earth pits.
- c) Physical Security of the site will be handled by IGGL.

Note:

1. The Customer shall have to arrange power connection for their equipment (Telecom system, Air conditioner etc.) by its own from electricity board.

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ANNEXURE-IV

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 _____, submitting the accompanying Bid/EOI nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently are placed on any blacklist or holiday list declared by IGGL, DoT or by Ministry of Petroleum and Natural Gas (MOPNG) nor any pending inquiry is pending by IGGL, DoT or MOPNG in respect of corrupt or fraudulence practice(s) against us or any partner or any partner or any other concern or firm of which he is proprietor or 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)

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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

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ANNEXURE-V

UNDERTAKING ON LETTERHEAD
(Format for application sharing Land Borders with India)

To,

M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre,
122A G.S. Road, Christian Basti,
Guwahati, Assam, Pin-781005

Name of Work: Expression of Interest for leasing out of spare dark optical fibers of IGGL network

Eoi No. _____

Dear Sir,

We have read the clause regarding Provisions for Procurement from an applicant which shares a land border with India, we certify that, applicant M/s _____
(Name of applicant) is:

- i.** Not from such a country []
ii. If from such a country, has been registered []
with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)
(applicant to tick appropriate option (✓ or x) above).

We hereby certify that applicant M/s _____ (Name of applicant)
fulfils all requirements in this regard and is eligible to be considered against the tender.

We further certify that applicant M/s _____ (Name of applicant)
will not sub-contract any work to an agency from such countries unless such agency is registered
with the Competent Authority.

Place:

[Signature of Authorized Signatory of applicant]

Date:

Name:

Designation:

Seal:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on _____ (Date) between **Indradhanush Gas Grid Limited**, located at 7th Floor, NRL 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". 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. **Definition of Confidential Information.**

(a) 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. **Disclosure of Confidential Information.**

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:

1.

Signature of the Receiving Party

For and behalf of

Designation:

Date:

2.