

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this ____ day of _____ 2026

BETWEEN

1. Government Technology Agency, Royal Government of Bhutan having its principal office at Thori Lam, Upper Chubachu, Thimphu, Bhutan (hereinafter referred to as the “Disclosing Party”);

AND

2. **[Company Name]**, a company incorporated in [Country] and having its registered address at [Address] (hereinafter referred to as the “Recipient” or “Bidder”).

(each individually referred to as a “Party” and collectively as the “Parties”)

WHEREAS

- A. The Disclosing Party intends to invite eligible bidders to participate in the Request for Bid (RFB) for the “Supply, Installation, and Commissioning of Equipment – Government Networks Core and Middle-Mile Infrastructure Enhancement” with RFB Reference Number – “ACCESS/GovTech/GD-1” under “Accelerating Transport and Trade Connectivity in Eastern South Asia (ACCESS) – Bhutan Project”.
- B. In connection with the RFB process, the Disclosing Party may disclose certain confidential and sensitive information to the Bidder for the sole purpose of enabling the Bidder to review the bid document and prepare its proposal.
- C. The Parties wish to protect the confidentiality of such information in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1. “Confidential Information” means all information disclosed by the Disclosing Party to the Bidder in relation to the RFB/tender process, whether verbally, electronically, visually, or in writing, including but not limited to:

1.1.1. Existing network architecture and topology diagrams;

1.1.2. Network and system inventory details;

1.1.3. IP addressing schemes and configurations;

1.1.4. Security architecture and security-related information;

1.1.5. Technical specifications and operational information;

1.1.6. Infrastructure layouts and deployment information;

1.1.7. Existing hardware and software details;

1.1.8. Bid documents, annexures, reports, drawings, and supporting materials;

1.1.9. Any other information designated as confidential or which reasonably ought to be treated as confidential.

1.2. “Confidential Materials” means any documents, files, drawings, electronic records, storage media, notes, extracts, or other tangible materials containing Confidential Information.

2. PURPOSE

The Confidential Information shall be used solely for the purpose of reviewing the RFB/bid documents and preparing and submitting a bid proposal for the said project (“Purpose”).

3. OBLIGATIONS OF THE BIDDER

The Bidder shall:

- 3.1. Keep all Confidential Information and Confidential Materials strictly confidential.
- 3.2. Not disclose, publish, reproduce, distribute, or share any Confidential Information with any third party without prior written consent from the Disclosing Party.
- 3.3. Restrict access to the Confidential Information only to those employees, consultants, advisors, or representatives directly involved in the preparation of the bid proposal and strictly on a need-to-know basis.
- 3.4. Ensure that all persons granted access to the Confidential Information comply with the confidentiality obligations under this Agreement.
- 3.5. Use the Confidential Information solely for the Purpose stated in this Agreement and for no other purpose.
- 3.6. Exercise reasonable care and security measures to protect the Confidential Information from unauthorized access, disclosure, copying, misuse, or loss.

4. EXCEPTIONS

The obligations under this Agreement shall not apply to information that the Bidder can conclusively establish:

- 4.1. Is or becomes publicly available without breach of this Agreement;
- 4.2. Was lawfully known to the Bidder prior to disclosure by the Disclosing Party;
- 4.3. Was lawfully obtained from a third party without breach of confidentiality obligations; or
- 4.4. Was independently developed by the Bidder without reference to the Confidential Information.

5. DISCLOSURE REQUIRED BY LAW

If disclosure of Confidential Information is required by law, court order, or governmental authority, the Bidder shall, where legally permissible, provide prior written notice to the Disclosing Party before such disclosure.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon completion, cancellation, or termination of the RFB/tender process, or upon written request by the Disclosing Party, the Bidder shall promptly return or securely destroy all Confidential Information and Confidential Materials, including all copies, notes, extracts, and electronic records derived from such information.

7. RIGHTS AND REMEDIES

7.1. All Confidential Information and Confidential Materials shall remain the exclusive property of the Disclosing Party.

7.2. Nothing in this Agreement shall grant the Bidder any ownership rights, license, or intellectual property rights over the Confidential Information.

7.3. The Bidder acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to the Disclosing Party, and that monetary damages alone may not be sufficient remedy. The Disclosing Party shall therefore be entitled to seek injunctive or equitable relief in the event of any breach or threatened breach of this Agreement.

8. NO WARRANTY

The Disclosing Party makes no representation or warranty regarding the accuracy or completeness of the Confidential Information disclosed under this Agreement.

9. DURATION

This Agreement shall remain in force for a period of five (5) years from the date of signing unless otherwise agreed in writing by the Parties.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning confidentiality obligations relating to the RFB/tender process and supersedes all prior discussions or understandings regarding the same.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Bhutan.

12. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall first be settled amicably between the Parties. If the dispute is not resolved within thirty (30) days, it shall be referred to arbitration in accordance with the Bhutan Arbitration Rules.

The seat of arbitration shall be Thimphu, Bhutan, and the language of arbitration shall be English.

IN WITNESS WHEREOF

The Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

For and on behalf of *Government Technology Agency*:

Name: Jigme Wangdi

Designation: Project Director

Date: **June 23, 2026**

Witness

Name: Selden

For and on behalf of *[Insert Company Name]*

Name: _____

Designation: _____

Signature: _____

Date: _____

Witness

Name:

Signature:

(Affix Official Company Seal Here)