

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 “**Employer**”);

AND

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

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

WHEREAS

- A. The Employer intends to invite eligible bidders to participate in the Request for Bids (“**RFB**”) for the Supply of International Internet Bandwidth for Government Networks under Indefeasible Rights of Use (IRU) approach with RFB Reference Number GovTech/NCS-4/1.
- B. In connection with the RFB process, each Party (in this context, a “**Disclosing Party**”) may disclose certain confidential and sensitive information to the other Party (in this context, a “**Receiving Party**”) for the purpose of enabling the Bidder to review the RFB and prepare its bid, enabling the Employer to evaluate the Bidder’s bid and, in the case of the successful Bidder, enabling both Parties to enter into a contract.
- 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 a Disclosing Party to a Receiving Party in relation to the RFB and process set out therein, whether verbally, electronically, visually, or in writing, including but not limited to:

1.1.1. Network and system details;

1.1.2. Internet traffic volumes, routing and related information;



- 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. PERMITTED PURPOSES

The Confidential Information shall be used solely for the purpose of enabling the Bidder to review the RFB and prepare its bid, enabling the Employer to evaluate the Bidder’s bid and, in the case of the successful Bidder, enabling both Parties to enter into a contract (**“Permitted Purposes”**).

3. OBLIGATIONS OF A RECEIVING PARTY

Each Party, in its capacity as a Receiving Party, shall except as expressly contemplated in the RFB or otherwise required by the Procurement Regulations of the World Bank:

- 3.1. Keep all Confidential Information of the Disclosing Party and the Confidential Materials containing such Confidential Information strictly confidential.
- 3.2. Not disclose, publish, reproduce, distribute, or share any Confidential Information to or 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 Permitted Purposes 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 Permitted Purposes 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 Receiving Party can conclusively establish:

4.1. Is or becomes publicly available without breach of this Agreement;

4.2. Was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party;

4.3. Was lawfully obtained by the Receiving Party from a third party without breach of confidentiality obligations; or

4.4. Was independently developed by the Receiving Party without reference to the disclosures by the Disclosing Party.

5. DISCLOSURE REQUIRED BY LAW

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

6. RIGHTS AND REMEDIES

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

6.2. Nothing in this Agreement shall grant a Receiving Party any ownership rights, license, or intellectual property rights over the Disclosing Party's Confidential Information.

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

7. NO WARRANTY

Each Party, in its capacity as a Disclosing Party makes no representation or warranty regarding the accuracy or completeness of the Confidential Information disclosed under this Agreement,

but this disclaimer shall not override the representations, warranties, covenants and undertakings by either Party in the RFB, bid, letter of acceptance or contract.

8. 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.

9. ENTIRE AGREEMENT

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

10. GOVERNING LAW

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

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: Tashi Dorji

Designation: Offg. Project Director

Date:

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

Name: _____

Designation: _____

Signature: _____

Date: _____

Witness

Name: *Dawa*

Signature: *[Signature]*

Date: *14/10/2026*

Witness

Name: _____

Signature: _____

Date: _____

(Affix Official Company Seal Here)