

- b) This Guarantee shall be valid up to [insert the day] day of [insert month], [insert year],
- c) We are liable to pay the guaranteed amount or any part thereof under the Guarantee only and only if you serve upon us a written claim or demand on or before
(date which is 3 months after date mentioned at (b) above).

Date -----

Place -----

[Signature of Authorised person of Bank] -----

[Designation] -----

[P/Attorney] No. -----

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

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NON - DISCLOSURE AGREEMENT

This Agreement made on this _____ day of _____, _____ (the 'Effective Date')
BETWEEN: (1) **National High Speed Rail Corporation Limited (NHSRCL)**, having its
Corporate Office at 2nd Floor, Asia Bhawan, Road No. 205, Sector-9, Dwarka, New Delhi-110077.

AND

(2)

(hereinafter referred to, individually, as the "**Party**" and collectively, as the "**Parties**")

Background:

- i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship _____ concerning _____ the _____ (the '**Project**').
- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

Now it is agreed as follows:

1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1 '**Disclosing Party**' means the Party disclosing Confidential Information to the other Party under this Agreement.
- 1.2 '**Receiving Party**' means the Party receiving Confidential Information from the other Party under this Agreement.
- 1.3 '**Confidential Information**' means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.
 - 1.3.1 Such Confidential Information shall also include but shall not be limited to:
 - 1.3.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;
 - 1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;



- 1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
- 1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.
- 1.3.2 Such Confidential Information shall not include any information which:
- 1.3.2.1 is, at the time of disclosure, publicly known; or
- 1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
- 1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
- 1.3.2.4 is legitimately obtained at any time by the Receiving 3 Party from a third party without restrictions in respect of disclosure or use; or
- 1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.
- 1.4 **'Purpose'** means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.
- 1.5 **'Affiliate'** means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.
- 1.6 **'Contemplated Agreement'** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

3.0 Non-Disclosure of Confidential Information:

- 3.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- 3.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
- 3.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and
- 3.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.
- 3.3 The Receiving Party understands and agrees that:
- 3.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

FINANCIAL BID**BILL OF QUANTITIES (BOQ)**

NAME OF WORK: CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG)

SN	Description	Unit	Quantity	Amount in figures (INR)
1.	CARRYING OUT ENVIRONMENTAL IMPACT ASSESSMENT STUDY / FIELD WORK AND PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT REPORT & ENVIRONMENT MANAGEMENT PLAN FOR PROPOSED DELHI-VARANASI SECTION (ABOUT 865 KMS LONG) .	Lump-Sum	01	
2	TOTAL Amount in INR excluding GST (in words)			

Note:

- The bidder shall quote rates as per the above schedule.
- The BoQ/Schedules may not generally give a full description of the works to be performed. Bidders shall be deemed to have read the ToR and other sections of the Bidding Documents to ascertain the full scope of the requirements included in each item before quoting the rates and price.
- The Bidder's quoted rate for the complete items shall include all costs towards power, fuels, tools and plants, tackle, equipment, materials, transport, cess, royalty, insurances, octroi of materials, manpower, all taxes & Levies except GST, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary according to the Contract. NHSRCL will not entertain any claim whatsoever in this respect.
- The Bidders must ensure that the quoted rate shall be inclusive of all indirect costs i.e. Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance etc., and other necessary and relevant taxes.
- Goods and Service Tax (GST) on the works shall be reimbursed separately upon submission of proof of payment of GST.

Signature of Bidder
Name of Authorized person
Date & Seal of Company

