Corrigendum - 2 for RFP Reference Number: CPCM-47/2026-27				Date : 03-Nov-2026
Request for Proposal (RFP) for Implementation of Software Defined-Wide Area Network (SDWAN) and Branch L2 Managed Switches				
Sr. No.	**Page No.**	**Description**	**Existing Clause**	***Amended Clause***
1	3	RFP Document Details	Last Date for Submission of Online Bid: 04-Nov-2026 04:00 PM Date of opening bid: 05-Nov-2026 04:00 PM	*Last Date for Submission of Online Bid:* *19-Nov-2026 01:00 PM* *Date of opening bid:* *20-Nov-2026 01:00 PM*
Note: All other clauses/Terms & conditions except above shall remain same as per RFP (RFP Reference Number: CPCM-47/2026-27)				

ANNEXURE – 8 – Format of Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter "Agreement") is executed on this _____ day of _____, **20xx** by and between

Stock Holding Corporation of India Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400012 (hereinafter referred to as "**StockHolding**" which expression shall mean and include its successors and assigns), of the One Part;
And
Company Name, a company incorporated under the Companies Act, 1956 and having its registered office / corporate office at **Complete Address** (hereinafter referred to as "**Company Name**" which expression shall mean and include its successors and assigns), of the Other Part.
(StockHolding and **Company Name** are individually referred to as 'Party' and collectively as 'Parties'.)
The Party disclosing Confidential Information under this Agreement shall be referred to as Disclosing Party and the Party receiving Confidential Information shall be referred to as Receiving Party.

1. **Purpose**: Whereas, the Parties wish to explore possible business opportunity, during which either Party will be required to disclose certain Confidential Information to the other.
2. **Confidential Information and Exclusions**: Confidential Information shall mean and include (a) any information received by the Receiving Party which is identified by Disclosing Party as confidential or otherwise; (b) all information including technical, data security , cyber security business, financial and marketing information, data, 80
3. analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, know-how, ideas, concepts, strategies, trade secrets, product or services, results obtained by using confidential information, prototype, client or vendor list, projects, employees, employees skills and salaries, future business plans disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential Information disclosed herein; (d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law, provided that the recipient party gives disclosing party a written notice of any such requirement within ten (10) days after the learning of any such requirement, and takes all reasonable measure to avoid disclosure under such requirement.
4. **Confidentiality Obligations**: The Receiving Party shall, at all times maintain confidentiality and prevent disclosure of Confidential Information of Disclosing party with at least the same degree of care as it uses to protect its own confidential

information but in no event with less than reasonable care. The Receiving Party shall keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party. The Receiving Party agrees not to disclose, transmit, reproduce or make available any such Confidential Information to any third parties and shall restrict disclosure of Confidential Information only to a limited group of Recipient's directors, concerned officers, employees, attorneys or professional advisors who need to have access to the Confidential Information for the purposes of maintaining and supporting the services and each of whom shall be informed by Receiving Party of the confidential nature of Confidential Information and agree to observe the same terms and conditions set forth herein as if specifically named a Party hereto. The Receiving Party shall not, unless otherwise agreed herein, use any such Confidential Information and Confidential Materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. The Receiving Party shall not use the Confidential Information in any way to create a derivative work out of it or reverse engineer or use for any commercial purpose or for any purpose detrimental to the Disclosing Party. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary. The Receiving Party shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Disclosing Party in taking necessary remedial action.

5. **No Warranty**: All Confidential Information is provided ‘as is.’ Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.
6. **No License**: Each Party recognizes that nothing in this Agreement is construed as granting it any proprietary rights, by license or otherwise, to any Confidential Information or to any intellectual property rights based on such Confidential Information.
7. **Return**: The Receiving Party who receives the Confidential Information and Confidential Materials agrees that on receipt of a written demand from the Disclosing Party:
    a. Immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party’s possession or under its custody and control; (SUCH RETURN OF DOCUMENTS SHOULD BE DONE BY SIGNING A LETTER).
    b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
    c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and

d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
e. Receiving party will attempt to maintain, to the best possible extent, physical and logical segregation of the Confidential Information of the data of the Receiving party from data of any third party.

8. **Digital Personal Data Protection (DPDP) Compliance:**

Wherever the proposed engagement involves sharing, accessing, handling, storing or processing of personal data, the NDA/agreement appropriately provides for the following, as applicable:

a. Lawful processing: Personal data shall be processed only in accordance with the DPDP Act and applicable rules and for lawful and specified purposes.
b. Purpose limitation: Personal data shared under the arrangement shall be used only for the purposes for which it has been provided and shall not be used for any unauthorised or unrelated purpose.
c. Data security: The receiving/processing party shall implement reasonable security safeguards to protect personal data against unauthorised access, use, disclosure, alteration, loss or breach.
d. Confidentiality: Personal data shall be kept confidential and shall be accessed only by persons authorised and required to access such data for the permitted purpose.
e. Data breach: Any actual or suspected personal data breach shall be promptly notified to StockHolding, with necessary details and cooperation for taking appropriate remedial and regulatory measures.
f. Retention and deletion: Personal data shall not be retained beyond the period necessary for the agreed purpose or as otherwise required under applicable law, and shall be securely deleted/returned upon completion or termination of the engagement, subject to applicable legal/regulatory retention requirements.
g. Third-party sharing**:** Personal data shall not be disclosed or transferred to any third party except as authorised under the agreement or permitted/required under applicable law.
h. Compliance and cooperation: The concerned party shall provide reasonable assistance and information required by StockHolding for ensuring compliance with applicable data-protection obligations.

9. **Term**: The term of this Agreement shall be ____ (___) years from _____ (the Effective Date). Either Party may terminate this Agreement by giving a thirty (30) days written notice to the other. The confidentiality obligations stated in this Agreement shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.

10. **Remedies**: The Confidential Information and Confidential Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
    The Parties acknowledge and agree that the Disclosing Party will suffer substantial and irreparable damage, not readily ascertainable or compensable in monetary terms, in the event of any breach of any provision of this Agreement by the Receiving Party. The Receiving Party therefore agrees that, in the event of any such breach, the Disclosing Party shall be entitled, without limitation of any other remedies otherwise available to it, to obtain an injunction or other form of equitable relief from any court of competent jurisdiction.
11. **Governing Law and Jurisdiction**: This Agreement may be governed and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai, India.
12. **Miscellaneous**: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard and may not be amended or modified except by a writing signed by a duly authorized representative of the respective Parties. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be assigned or transferred except by a mutual written consent of both the Parties.

For Stock Holding Corporation of India Limited	**For Company Name**
Name:	Name:
Title:	Title:
In the Presence of	
Name:	Name:
Title:	Title: