

*ITB-Annex D-2*

## **CONFIDENTIALITY AGREEMENT AND UNDERTAKING**

Date

**Engr. JOSE REDMOND ERIC S. ROQUIOS**

President

Panay Guimaras ECs Power Consortium, Inc.

Joint Competitive Power Supply Procurement

Subject: Power Supply Requirement of Seven (7) Electric Cooperatives in Panay and Guimaras

Sir:

We refer to the Bidding Documents issued in relation to the above subject.

Capitalized terms used but not defined herein shall have the meaning given in the Bidding Documents.

“Confidential Information” as referred herein shall mean and include any and all information, whether written, oral, disk, electronic form, or otherwise, concerning the business, operations, prospects, finances, or other affairs of the PANAY AND GUIMARAS ECs and the Bidders, their affiliates associates and/or subsidiaries that is sensitive and not generally known to the public, including but not limited to, documents, product specifications, data, know-how, compositions, designs, sketches, photographs, graphs, and drawings, past, current, and planned research and development, current and planned marketing or distribution methods and processes, customer lists, current and anticipated customer requirements, price, pricelists, market, studies, computer software and programs, database technologies, systems, structures and architectures, historical financial statements, business plans, financial projections and budget, historical and projected sales, capital spending budgets and plans, current or prospective financing sources, the names and backgrounds of personnel, personnel training techniques and material, and any portion or section of, or attachment to, the Bidding Documents, or other documents and materials prepared in connection with this Transaction which are deemed as sensitive and defined as Confidential Information in this Undertaking, however such information is documented, that has been or may hereafter be provided, made available or shown to [Bidder’s name] or is otherwise obtained from the review of the documents or properties of, and discussions with, the PGECPIC and/or each of the PANAY AND GUIMARAS ECs and the Bidders, their affiliates, associates and/or subsidiaries, by [Bidder’s name], irrespective of the form of the communication or reproduction or storage, and also includes all notes, analyses, compilations, studies, summaries, and other materials prepared by [Bidder’s name] containing or based, in whole or in part, on any information included in the foregoing.

The following information shall not constitute “Confidential Information” for purposes of this Undertaking: (a) information which [Bidder’s Name] can prove in its possession and was available

to it on a non-confidential basis prior to disclosure by the PGECPCI and/or each of the PANAY AND GUIMARAS ECs and/or the disclosing Bidders; (b) information which is obtained by [Bidder's name] from a third person which, insofar as is known to [Bidder's name], is not prohibited from disclosing the information under a contractual, legal, or fiduciary obligation to Panay Guimaras EC Power Consortium, Inc. and (c) information which is or becomes generally available to the public other than as a result of a breach of this Undertaking by [Bidder's name].

[Bidder's name] hereby declares, represents and warrants that:

1. [Bidder's name] acknowledges that, in connection with its receipt and acceptance of the Bidding Documents, including the Supplemental Bulletins, and its participation in the Transaction, it will have access to Confidential Information.
2. In consideration of its receipt of Confidential Information, [Bidder's name] warrants and undertakes that all Confidential Information shall be held and treated in strict confidence and shall not communicate, publish, sell, trade or otherwise disclose to anyone, except to its officers, directors, employees, advisors and consultants who need to know the Confidential Information for purposes of preparation and evaluation of the [Bidder's name] Bid and in connection with its participation in this Transaction and each of the aforementioned persons will be informed and advised by [Bidder's name] of the making any such disclosures, however, [Bidder's name] shall obtain an undertaking of confidentiality, substantially in the same form and content as this Confidentiality Agreement and Undertaking from each such person.
3. [Bidder's name] further warrants and undertakes that it will use the Confidential Information only to prepare and evaluate its Bid and to decide whether or not it will proceed with and participate in the Transaction.
4. [Bidder's name] acknowledges that the confidentiality obligations set forth in this document shall terminate three (3) years after date hereof or on the date on which disclosure is no longer restricted either under the applicable Philippine Laws or under the terms and conditions specified in the Bidding Documents and the Power Supply Agreement.

[Bidder's name]

By:

Signature

Printed Name

Title/Designation

Witnessed by

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\_\_\_\_\_

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
[City] ) S.S.

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared the following:

NAME	PROOF OF IDENTITY	DATE/PLACE ISSUED
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known to me and to me known to be the same persons who executed the foregoing Confidentiality Agreement and Undertaking consisting of three (3) pages including this page where the acknowledgement is written and they acknowledged to me that the same is their own free and voluntary act and deed and the corporation represented.

WITNESS MY HAND AND SEAL, on the date at the place first above written.

NOTARY PUBLIC

Doc. No. \_\_\_\_:  
Page No. \_\_\_\_:  
Book No.\_\_\_\_:  
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