

**APPENDIX B**

**CONFIDENTIALITY AND COPYRIGHT UNDERTAKING**

To : The Tender Manager  
Abu Dhabi General Services PJSC trading as Musanada  
PO Box 33700, Abu Dhabi, United Arab Emirates

Tender no : T/FM/15/2012

Project : Construction, completion and maintenance of spa at general women union  
Al Mushrif

Employer : Abu Dhabi General Services PJSC trading as Musanada

**Confidentiality undertaking for Construction, completion and maintenance of spa at general women union Al Mushrif**

The Tenderer hereby undertakes that:

**1. Confidential Information**

The Tenderer understands that all Tender Documents and other information, drawings, specifications, technical information and other material and data, whether written or otherwise, provided to the Tenderer (whether before or after the issue of the Invitation to Tender Letter) in respect of the Tender, the Works and the Project, are confidential ("Confidential Information").

**2. Undertakings**

In consideration of the Confidential Information being made available by the Employer

The Tenderer agrees that, subject to clause 4 of this Undertaking:

- (a) The Confidential Information is and shall remain the property of the Employer;
- (b) It will use the Confidential Information for preparing its Tender and for no other purpose;
- (c) It will not disclose any Confidential Information to any person other than a person who is assisting the Tenderer in preparing its Tender (and the Tenderer shall ensure that person's adherence to this duty of confidentiality);
- (d) It will immediately return all Confidential Information to the Employer if the Tenderer declines to submit a Tender;
- (e) It will return all Confidential Information to the Employer within 7 calendar days of being notified by the Employer that the Tender was unsuccessful;
- (f) It will, and it will ensure that all other persons involved in the preparation of the Tender, only make contact with the Employer; and
- (g) It will immediately inform the Employer in writing on becoming aware of any breach of the terms of this Undertaking.

The Tenderer acknowledges that the Employer (or the person that prepared the Confidential Information) retains all intellectual property rights, including copyright, in the Confidential Information, and that none of the Tenderer or any of its officers, employees, representatives, consortium members, advisers, proposed subcontractors or suppliers shall be entitled to disclose or use the Confidential Information otherwise than in accordance with this Undertaking and the Instructions to Tenderers.

**3. Indemnity**

The Tenderer indemnifies the Employer from and against all damages, losses, liability, costs and expenses suffered or incurred by the Employer in respect of or in connection with any breach by the Tenderer of this Undertaking.

**4. Exceptions**

The Tenderer may only disclose Confidential Information:

- (a) With the prior written consent of the Employer;
- (b) If the Confidential Information is, at the date of this Undertaking, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information;
- (c) if required by any law of the Emirate of Abu Dhabi or any Federal law of the United Arab Emirates as applicable in the Emirate of Abu Dhabi, provided the Tenderer supplies the Employer with a copy of the proposed disclosure within a reasonable time prior to disclosure of the Confidential Information; or
- (d) If the Confidential Information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

**5. Warranties**

Neither the Employer of its respective officers, managers, employees, representatives or advisers make any representation or warranty either express or implied as to the accuracy or completeness of the Confidential Information or as to the reasonableness of any assumptions which may be contained within it.

**6. Governing Law**

This Undertaking shall be governed by and construed in all respects in accordance with the laws of the Emirate of Abu Dhabi and the Federal laws of the United Arab Emirates as applicable to the Emirate of Abu Dhabi and shall be binding on the Tenderer and its successors and permitted assignees.

Tenderer's name: \_\_\_\_\_

Authorised signature: \_\_\_\_\_

Name of duly authorised signatory: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_