CONFIDENTIALITY DECLARATION

CEM possesses certain ideas and information relating to the operation and data related to the electrical power substations that is confidential and proprietary to CEM (hereinafter "Confidential Information").

I, _____(Name)_____, acting in the capacity of lawful representative of _____ (Company Name)_____, with offices at _____ do hereby state that the company (hereinafter "Recipient") I represent:

1) Is willing to receive the Confidential Information pursuant to the terms of this Declaration for the purpose of placing a bid in response to the Tender "**Coloane Power Station CCB GTG #11 Generator Circuit Breaker (GCB) Replacement (Tender Ref. PLD-CS270/26/11**)" from CEM dated **05/11/2026.**

2) **Confidentiality.**
   2.1) **No use.** Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.
   2.2) **No disclosure.** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.
   2.3) **Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3) **Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and Recipient shall have no obligation with the respect to such information where the information:
   a. was known to Recipient prior to receiving any of the Confidential Information from CEM;
   b. has become publicly known through no wrongful act of Recipient;
   c. was received by Recipient without breach of this Declaration from a third party without restriction as to the use and disclosure of the information;
   d. was independently developed by Recipient without use of the Confidential Information; or
   e. was ordered to be publicly released by the requirement of a government agency.

4) **Ownership of Confidential Information.** Recipient agrees that all Confidential Information shall remain the property of CEM, and that CEM may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5) **Term and Termination.** The obligations of this Declaration shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6) **Survival of Rights and Obligations.** This Declaration shall be binding upon, inure to the benefit of, and be enforceable by the Recipient, its successors and assigns.

Signature / Company Stamp_____

Printed Name/Title _____

duly authorised to sign tenders for and on behalf of

_____

Address _____

Date: _____

(Signature shall be duly certified by a Notary)

Remarks: The personal data to be collected during this tender is only used for selection of award. All the data submitted will be handled according to the Personal Data Protection Act.