Appendix A

LETTER OF UNDERTAKING ON CONFIDENTIALITY

To: Chief Procurement Officer
Centralised Procurement Department
Bank Negara Malaysia
Sasana Kijang,
2, Jalan Dato' Onn,
50480 Kuala Lumpur.

LETTER OF UNDERTAKING ON CONFIDENTIALITY

In consideration of receiving documents or various types of information in whatever form during the Request for Proposal (RFP) from Bank Negara Malaysia ("BNM") for **Procurement of Refurbishment Works for Existing Cooling Tower System at Sasana Kijang, Bank Negara Malaysia,** I,_____ _____ (NRIC/ Passport* No: _____) of _____

do hereby solemnly and sincerely declare that I am fully aware that all documents or information in whatever form acquired during the RFP is confidential and I do hereby solemnly and sincerely agree and undertake that at all times that -

(a) I shall not reveal, divulge or discuss to any person the information obtained prior to, during and after the RFP including, but not limited to, any information disseminated to me by BNM unless authorised in writing by BNM to receive such information, or unless such information has been officially released by BNM to the public;

(b) I shall not make copies of, remove or cause to be removed, any materials, documents, notes or property used for the purpose of the RFP without the prior written approval of BNM;

(c) I shall not make or cause to be made public any findings from the RFP without the prior written approval of BNM;

(d) I shall store safely with my utmost care any materials, documents, notes or any property used for the purpose of the RFP which shall at all times vest with BNM;

(e) I shall faithfully and honestly keep secret the affairs and concerns of BNM and all information relating to BNM or its customers, banking and other financial institutions or its customers or any other information obtained during the RFP;

(f) I shall not reveal or make known any of the matters, affairs, concerns or information which may come to my knowledge during the RFP to any person except under obligation of the law; and

(g) I shall indemnify BNM against all losses, damages, costs and expenses, which BNM may incur or sustain by reason of any breach on my part of the terms and conditions of this letter of undertaking.

Signed by : _____

Name : _____

*NRIC/Passport No. : _____

Date : _____

[Note *: To delete whichever is not applicable]