

House Building Finance Company



(Bid No. 4514)

RFP for Server Virtualization & Storage
Request for Proposal (RFP)

December 2018

Head Office: 3rd floor, Finance & Trade Centre,
Shahrah-e-Faisal, Karachi, Pakistan
www.hbfcl.com

1 Table of Contents

1	Table of Contents	2
1.	Definitions	6
2.	Introduction	7
2.1	Company Overview	8
2.2	Company Structure	8
2.3	Existing Products	8
3.	Invitation to Bid	10
3.1	PPRA Rules to be followed	10
3.2	Mode of Advertisement(s)	10
3.3	Type of Open Competitive Bidding	10
4.	Instructions to Bidders	11
4.1	Language	11
4.2	Bid Documents / Notice of intent to bid	11
4.3	Contact Information and Communication	11
4.4	RFP Clarifications and Questions	11
4.5	RFP / Bid Price	12
4.6	RFP Schedule	12
4.7	Confidentiality	13
4.8	Notices	13
4.9	Headings	13
4.10	Corrupt Practices	14
4.11	Indemnification	14
4.12	Preparation of Bid	14
4.12.1	Cost of Bidding	14
4.12.2	Bid Security / Earnest Money Deposit (EMD)	15
4.12.3	Technical Proposal	15
4.12.4	Financial Proposal	16
4.12.5	Payment Terms / Schedule	16
4.12.6	Bid Currencies	16
4.12.7	Advice of Omission or Misstatement	16
4.12.8	Bid Validity Period	17
4.12.9	Additional Charges	17

4.12.10	Right to Request Additional Information	17
4.12.11	Right of Refusal.....	17
4.13	Submission of Bids	17
4.13.1	Sealing and Marking of Bids	17
4.13.2	Extension of Time Period for Submission of Bids	18
4.13.3	Late Bids.....	18
4.13.4	Presentation by Bidders	18
4.13.5	Modification or Withdrawal of Proposals	18
4.14	Opening and Evaluation of Bids	18
4.14.1	Opening of Bids by HBFC	18
4.14.2	Modification of Bids.....	18
4.14.3	Missing Information.....	19
4.14.4	Addendum or Supplement to Request for Proposal	19
4.14.5	Presentation & Demo Sessions.....	19
4.14.6	Current References.....	19
4.14.7	Bidder Evaluation.....	19
4.14.8	Proposal Acceptance	20
4.14.9	Discussions Prior to Evaluation.....	20
4.14.10	Availability of Professional Staff / Experts.....	20
4.14.11	Alternative Provisions.....	21
4.14.12	Redressal of Grievances by the Purchaser	21
4.14.13	Submittal Requirements.....	21
5.	Award of Contract.....	22
6.1	Award Criteria	22
6.2	HBFC’s Right to Accept Any Bid and to reject any or all Bids	22
6.3	Notification of Award	22
6.4	Signing of Contract.....	22
6.5	RFP Response Ownership	22
6.6	Integrity Pact.....	23
6.7	Non-Disclosure Agreement.....	23
6.8	Contract Terms and Conditions	23
7	Scope of Work	24
7.1	Scope details	24

8	Evaluation Process	27
8.1	Must conform to the requirements	27
	Note: Verifiable documentary proof for all above requirements is a mandatory requirement.	28
8.2	Lowest Evaluated.....	28
6.	Annexures	30
	Annexure A – Bid Data Sheet	30
	Annexure B – Submittal Requirements for Conformity	32
	Annexure C – Submittal Requirements for Financials	34
	Annexure F – Relevant Experience	36
	Annexure H – Staff Resume	38
	Annexure I – Integrity Pact	39
	Annexure J – Non-Disclosure Agreement	40

Invitation to Bids

Server Virtualization and Storage

House Building Finance Company Limited (HBFC) is country's pioneer housing finance institution providing affordable solutions to low and middle income groups of population. It is now geared up for digital innovation to provide efficient and customer friendly services to the stakeholders.

Amongst other business, operational and digital initiatives, HBFC intends to enhance and optimize its server & storage infrastructure and acquire hardware server virtualization and storage. Sealed bids are invited from the prospective Bidders for:

- **Server Virtualization software & Storage.**

The Firm will be selected through Rule 36(a) "Single Stage-One Envelope Procedure" of Public Procurement Rules (PPR 2004) and would conform to the procedure described in this RFP. Bidding documents containing detailed terms & conditions, etc. are available for review at HBFC's website www.hbfc.com and signed copy can be obtained from the address given below upon payment of a nonrefundable fee of Rs.500/- (through Demand Draft/ Pay Order drawn in favor of HBFC). The RFP notice is also available at PPRA's website www.ppra.org.pk

The bids prepared in accordance with the instructions in the bidding documents must reach at HBFC Head Office, 3rd Floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, on or before **Thursday 20th December 2018, 11:00 AM**. Late/ conditional/ incomplete bids will not be entertained. The Bids will be opened the same day at **11:30 AM**, in the presence of the bidder's designated representatives, who may choose to attend.

HBFC reserves the right to accept or reject any or all bids in compliance with the relevant clause of PPRA Rules.

Head

General Services Department

House Building Finance Company Limited

3rd Floor, FTC Building, Shahrah-e-Faisal, Karachi

Tel: 021-35641717/39

1. Definitions

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time.
- c) "PPRA" is Public Procurement Regulatory Authority
- d) "HBFC" or "Procuring Agency" or "Purchaser" means House Building Finance Company Limited or any other person/entity for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser.
- e) "Successful Bidder": The eligible bidder, who is technically and financially competitive, and has the probability of award of contract of project, subject to necessary approvals and applicable policies.
- f) "Confirmation" means confirmation in writing.
- g) "Bidder/Bidder/Vendor/Contractor" - The entity making the proposal. Means a legally-established and registered company that has submitted its bid as per the criteria/specifications listed.
- h) "Contract" means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- i) "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- j) "Day" means a calendar day.
- k) "EMD" means Earnest Money Deposit.
- l) "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder.
- m) "Purchase Committee" means the committee responsible for opening and processing of bids, reviewing the evaluations performed by TEC and evaluating financial bids.
- n) "RFP" means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.
- o) "Scope of Work" or "SoW" means the document which explains the objectives, scope of work, activities, deliverables, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.
- p) "Services" means the tasks to be performed by the bidder pursuant to the Contract as mentioned vide this document.

2. Introduction

This Request for Proposal (“RFP”) provides the participating Bidders, (“Bidder(s)” or Bidder(s)”) with the necessary information to allow the bidder to prepare a comprehensive proposal in response to this RFP. This document contains solicitation information and procedures, response submission instructions and general response format requirements. The bidder is expected to examine carefully all requirements stipulated in this document and respond to each requirement individually in the format prescribed.

This document represents the best estimate of House Building Finance Company Limited referred to as “HBFC” current and future requirements. HBFC reserves the right to adjust the specifications or scope of its requirements as stated in this document. In the event that any modifications to the original document become necessary, all bidders shall be notified in writing by means of an addendum.

The interested bidders submitting the proposal must provide the names, titles, phone numbers and e-mail addresses of those individuals with authority to contractually bind the bidder. HBFC may contact those individuals to obtain clarification of information contained with the proposal.

The bidder’s proposal must be submitted with the intent of it being considered the most competitive offer available at the time of submission, specially keeping in mind the organization which provides housing financing to primarily the lower and middle income groups of population. Therefore, the financials, corresponding licensing and support models must be in cognizant of the fact that it effects the cost of fund for the services being offered and social goals to the people of Pakistan.

HBFC may award a contract to the bidder of HBFC’s choice through fair, transparent and professional evaluation process as per PPRA rules, without prior notification to any other bidder. This RFP is not an offer to enter into a contract. It is a request by HBFC to receive responses on their specified requirements.

2.1 Company Overview

House Building Finance Company Ltd. (HBFC) is the pioneer housing finance institution in Pakistan, established in 1952 by the Government of Pakistan. It was corporatized in 2007 and is now an unlisted public company. State Bank of Pakistan (SBP) and Government of Pakistan (GoP) jointly hold the capital of HBFC with 90.31% and 9.69% shareholding respectively.

HBFC is the sole financial institution in the country dedicated to provide Housing Finance to low and low-middle income group, with a vision and mission as follows:

Vision

“To be the prime housing finance institution in the country, providing affordable housing solutions to low and low-middle income groups of population by encouraging new construction in affordable housing sector”.

Mission

“To be a socially responsible and financially viable housing finance institution”

HBFC has actively developed products to accommodate this market to include repayment plans up to 20 years period. Presently, nearly 60% of HBFC’s clientele is of the Lower income demographics with loan amount of less than Rs.1, 500,000. Our current mortgage product, GAS-flexi is based on Islamic principles of diminishing musharka and hence addresses the needs of faith sensitive customers as well.

HBFC provides financing facilities for construction and purchase of houses through its deep rooted and national footprint of 48 branches, 3 camp offices, 3 regional offices and the head office based in Karachi. Going forward, we are gearing ourselves towards enhancing mortgage rapidly so as to reduce the demand supply gap of housing units in the country.

2.2 Company Structure

HBFC currently has around 458 employees working at:

- Head Office based at Karachi;
- 3 Regional Offices (South, Central and North);
- A nationwide branch network comprising a total of 51 branches which also include 4 camp offices.

2.3 Existing Products

HBFC provides loans for:

- Ghar Aasan Scheme – Flexible, for Construction of Flats/ Houses;
- Ghar Aasan Scheme – Flexible, for Purchase of Flats/ Houses;

- Ghar Aasan Scheme – Flexible, for Balance Transfer Facility;
- Small Builder Scheme, for Short-Term Finance Facility.

3. Invitation to Bid

The House Building Finance Company Limited, hereinafter called “HBFC” or the ‘Purchaser’, intends to invite bids for the “Server Virtualization software and Storage, from eligible Bidders.

3.1 PPRA Rules to be followed

Public Procurement Regulatory Authority (PPRA) Rules (Public Procurement Rules, 2004), will be strictly followed. These may be obtained from PPRA’s website.

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Public Procurement Regulatory Authority Rules, 2004.

3.2 Mode of Advertisement(s)

As per Rule 12, this RFP is being placed online at PPRA's and HBFC websites.

Bidding document containing detailed instructions, terms and conditions and this advertisement can be downloaded for review from HBFC and PPRA websites. However all prospective bidders are required to contact the undersigned and participate in bidding process by collecting the **RFP against a company letter with Pay Order/Demand Draft of Rs. 500/-** favoring ‘House Building Finance Company Limited’..

3.3 Type of Open Competitive Bidding

As per PPRA rule 36 (A), Single stage – one envelope procedure shall be followed.

This is as follows:

Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

The Bids shall be evaluated against conformity of Bidder’s Technical & Financial stability and the solution conformity as listed in this document.

The bids found non-responsive/non-confirmative shall not be considered.

The contract may be awarded to the bidder whose bid found to be the lowest evaluated bid;

The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any Bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds;

The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards Bidder who have submitted bids or proposals.

4. Instructions to Bidders

4.1 Language

The Bid and all documents relating to the Bid, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Bid.

4.2 Bid Documents / Notice of intent to bid

The bid documents can be collected from the HBFC against a Pay order/Demand Draft of Rs. 500/- favoring House Building Finance Company Limited.

4.3 Contact Information and Communication

The contact detail for all correspondence in relation to this bid is as follows:

Name: Hafeez ur Rehman
Designation: Head of General Services Department
Email: hafeez.rehman@hbfc.com
Address: House Building Finance Company Limited, Head Office, 3rd Floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi.
Phone: +92 21 35641717

Technical Contact:

Name: Muhammad Asif Khan
Designation: Manager IT
Email: asif.khan@hbfc.com
Address: House Building Finance Company Limited, Head Office, 3rd Floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi.
Phone: +92 21 35641741

Under no circumstances must anyone from your organization or any affiliated organization contact, attempt to contact, meet, visit, discuss or attempt to discuss this RFP with any HBFC employee other than those specified above. Non-compliance with this requirement may disqualify the bidder's proposal from further consideration.

4.4 RFP Clarifications and Questions

To ensure fair consideration for all Bidders, HBFC prohibits communication to or with any department, officer or employee during the submission process except as provided below. If the Bidder should be in doubt as to the meaning of any of the Proposal documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Proposers shall email a written request for interpretations or clarification.

Any interpretation will be made only by an addendum. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

4.5 RFP / Bid Price

The quoted price shall be:

- Itemized;
- In Pak Rupees;
- Inclusive of all taxes, duties, levies, insurance, freight, etc.;
- Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- Including all charges up to the delivery point / closeout;
- If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements given in this document;
- Where no prices are entered against any item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s);
- **Withholding Tax, Sales Tax and Other Taxes:** The Bidder is hereby informed that the HBFC will deduct tax at the rate prescribed under the Tax Laws of Pakistan, from all payments for products and services rendered by any Bidder who signs a contract with HBFC;
- Total cost of the Bid will be the cost calculated inclusive of warranty & support (Product specific from principle inclusive of upgrades as permissible and Operational/Troubleshooting from local), including all taxes, duties, levies, insurance, freight, etc.

4.6 RFP Schedule

Event	Event Description	Timelines
1	Circulation / Advertisement of RFP	Wednesday 05/12/2018
2	Last day of bid submission	Thursday 20/12/2018 at 11:00AM
3	Opening of bids	Thursday 20/12/2018 at 11:30AM
4	Result announcement and work order, based on required conformity and lowest evaluated cost	Friday 28/12/2018

4.7 Confidentiality

The Bidder (whether or not he submits a Proposal to the RFP) shall treat this RFP document and its details as confidential.

No information pertaining to this RFP or the examination, clarification, evaluation, comparison and award of this RFP shall be disclosed to other Bidders or any other persons not officially connected with the RFP process, including, but not limited to, the Bidder's own affiliate companies and subsidiaries. The Bidder is not permitted to make any public announcement or release any information regarding this RFP without HBFC's prior written approval.

HBFC reserves the right to share the Bidder's response to this RFP with its advisors and affiliates.

In the event the Bidder commits a breach of confidentiality, HBFC reserves the right to disqualify the Bidder from this RFP process and furthermore not include the Bidder in any future similar exercises.

HBFC is not responsible for declaration of the short listed Bidder(s), if there would be any process of short listing. HBFC has the right to accept or reject any offer as it deems fit or cancel this RFP process at any stage without assigning any reason whatsoever.

The Bidder shall state clearly those elements of its response that it considers confidential and/or proprietary. Failure to properly identify and mark confidential or proprietary information may result in all information received being deemed non-confidential, non-proprietary, and in the public domain.

Separate Non-Disclosure Agreement may be signed with the successful Bidder(s) upon award of contract.

4.8 Notices

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Parties, the same shall be:

- In writing;
- Issued within reasonable time;
- Served by sending the same by courier or registered post to their principal office as they shall notify for the purpose; and
- The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

4.9 Headings

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

4.10 Corrupt Practices

HBFC requires that bidders / contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices.

HBFC will reject a proposal for award, if it determines that the bidder recommended for award was engaged in any corrupt or has been blacklisted.

Any false information or misstatement on the part of the bidder will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

4.11 Indemnification

By Bidder: Bidder will, at its own expense, indemnify and hold harmless HBFC, and their respective officers, directors, employees, representatives, licensees and agents from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings of whatever nature or kind, whether formal or informal, brought against HBFC or any of their respective officers, directors, employees, representatives, licensees or agents, by any third parties against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, as and when incurred, relating to, based upon, incident to, arising from, or in connection with any claim or allegation with regard to any misrepresentation by the bidder, breach of any provision of this document by the bidder, negligence or willful misconduct of the contractor, infringing in any manner any copyright, trademark, intellectual property, trade secret or patent of any third party. The foregoing obligation is subject to HBFC giving bidder a prompt written notice of any claim and giving the bidder sole control of the defense of such claim. Bidder agrees that it may not, without HBFC's prior written consent, as the case may be, enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of HBFC, as the case may be.

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless HBFC and their respective officers, directors, employees, representatives, licensees and agents from and against claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from performance of the work under this document in relation to any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death to the bidder's personnel or any third party hired by the bidder or to injury to or destruction of tangible property.

4.12 Preparation of Bid

4.12.1 Cost of Bidding

The issuance of this RFP and the receipt of information in response to this RFP shall not in any way cause HBFC to incur any liability or obligation to the bidder (and /or any proposed Subcontractor(s), if any), financial or otherwise. HBFC assumes no obligation to reimburse or

in any way compensate the bidder for costs and/or expenses incurred in connection with the bidder's Proposal in response to this RFP. All costs and expenses incurred by the bidder (and/or any proposed subcontractor(s), if any) pertaining to all activities in the preparation, submission, review, selection and negotiation of the bidder's proposal in response to this RFP shall be borne by the bidder (and/or any proposed subcontractor(s), if any) ("costs and expenses").

4.12.2 Bid Security / Earnest Money Deposit (EMD)

- In accordance with PPRA Rules 2004, Rule 25, the Bidder will submit a bid security of 2% of total amount in shape of Bank Draft/Bank Guarantee in favor of "House Building Finance Company Limited";
- The Bid Security issued by any scheduled bank of Pakistan will be acceptable. Cheques will not be acceptable in any case. Bid security of the successful bidder will be returned upon successful delivery of the required items;
- The bid security shall be part of financial bid envelope, failing to do so will cause rejection of the bid;
- The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
 - If the Bidder withdraws the Bid during the period of the Bid validity specified by the Purchaser; or
 - If the Bidder, having been notified of the acceptance of the Bid by the Purchaser during the period of the Bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bid Document.
- The Bid security shall be returned to the unsuccessful.
- Validity of the Bid Security should be 90 days minimum.

4.12.3 Technical Proposal

Bidders are required to submit the technical proposal stating a brief description of the bidder's organization outlining their recent experience, level of partnership with principle, the names of sub-supplier/professional staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment (all above, where applicable). Submittal requirements for information can be found in subsequent section.

Any other technical and/or sales and marketing materials provided separately by the bidder shall not be considered as part of the proposal. Such additional materials may be provided as a part of annexures.

4.12.4 Financial Proposal

- The Financial proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the bidder. It should list all costs associated with the assignment including cost of implementation, trainings and support. Bidder must ensure that there is no hidden cost.
- The bidder shall provide its list of costs with all items described in the Technical proposal priced separately.
- The bidder should provide alternatives in Supporting Technology software (like database, management/monitoring tools, middleware etc.) for cost effective solution (if any).
- Refer Annexure C for financial proposal format. Note, pricing shall be provided in an itemized way and in PKR.

4.12.5 Payment Terms / Schedule

Payments will be made by HBFC against the invoice/s raised by the bidder by following the procedure in vogue against each milestone/deliverable on production of following documents:

- Sales tax invoice duly signed and stamped by the organization.
- A certificate issued by the assigned officer of HBFC certifying that the relevant claim is correct and the bidder has successfully accomplished the task against respective milestone/deliverable.
- Partial deliveries & part payments may be allowed and payment shall be released only after achievement of milestones/deliverable. Following is the payment schedule based on defined milestones:

S.No.	Deliverables	Percentage(%) of Total cost
1	Upon delivery & successful Installation of Virtualization software & Storage hardware	80%
2	Upon delivery of administration guide and training(s)	20%

- There will be no Advance payment / mobilization.

4.12.6 Bid Currencies

Bids are to be quoted in PKR. Bids received in any currency other than PKR shall not be accepted.

4.12.7 Advice of Omission or Misstatement

In the event it is evident to a bidder responding to this RFP that HBFC has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding

bidder shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

4.12.8 Bid Validity Period

The bid shall have a minimum validity period of Ninety (90) days from the last date for submission of the Bid. The Purchaser may solicit the Bidder's consent to an extension of the validity period of the bid. The request and the response thereto shall be made in writing.

Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security.

4.12.9 Additional Charges

No additional charges, other than those listed in the financial proposal, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to the site, setup, installation, training etc.

4.12.10 Right to Request Additional Information

HBFC reserves the right to request any additional information that might be deemed necessary during the evaluation process.

4.12.11 Right of Refusal

As authority competent to accept the Bid, Purchaser reserves the right to cancel the Bid, accept or reject one or all bids without assigning any reason thereof.

4.13 Submission of Bids

4.13.1 Sealing and Marking of Bids

Sealed bids along with the bid security must be dropped at: House Building Finance Company Limited, Head Office, situated at 3rd Floor, Finance & Trade Centre, Sharah-e-Faisal, and Karachi.

All submissions are due to the attention of the authorized person, no later than the date and time specified in the section RFP Schedule. Any proposal received after the due date and time will not be accepted by HBFC.

Proposal Identification

Proposal submissions must be organized according to the instructions provided in this and separately packaged, sealed and identified as follows:

- Identify as Technical proposal or financial proposal
- Bid Number: 4514
- Title: Server Virtualization & Storage
- HBFC, Head Office, 3rd floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi, Pakistan.

Proposal submissions must include the following copies:

4.13.2 Extension of Time Period for Submission of Bids

HBFC may extend the deadline for submission of bids, if the following condition exists;

- If Purchase Committee is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended;
- If Purchase Committee decides to extend the deadline due to any administrative reason.

4.13.3 Late Bids

Late bids shall not be considered. Therefore it is suggested that the response be sent in a manner that ensures it arrives on time, for example: through verifiable courier, Registered Mail or in person. Responses through Fax, email, and non-registered delivery as through Pakistan Post Mail will not be considered.

4.13.4 Presentation by Bidders

Bidders may be asked to present their proposal as per the terms and conditions. The Bidder is required to include project management plan with detailed WBS (Work Breakdown Structure) in the proposal that will become the sole source for determining implementation tasks and completion time of each task. The bidders are expected to present the technical details and the various components fitment within the provided solution.

4.13.5 Modification or Withdrawal of Proposals

Proposal modification and withdrawal terms and conditions are governed by the HBFC procurement rules / PPRA Bid rules and Regulations. Such laws and regulations shall always prevail at all times. Under no circumstances shall a bidder be allowed to modify or withdraw his proposal if such actions are prohibited by the relevant Bid laws.

4.14 Opening and Evaluation of Bids

4.14.1 Opening of Bids by HBFC

Since it is Single Stage – One envelop process, therefore the bids will be opened, conformities to the requirements will be checked and then the those fulfilling the requirements will be evaluated for lowest cost.

4.14.2 Modification of Bids

No bidder shall be allowed to alter or modify its bids after the expiry of deadline for the receipt of the bids unless, HBFC may, at its discretion, ask a bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted.

4.14.3 Missing Information

Information requested in this document is aimed to evaluate the bidder and their system in a best possible way, therefore HBFC encourage bidder to furnish the information as requested in this document. Any missing information shall be considered as not available.

4.14.4 Addendum or Supplement to Request for Proposal

At any time prior to the deadline for submission of the Bid, HBFC may, for any reason, whether on its own initiative or in response to a clarification request by prospective bidder, modify the RFP by issuing addenda.

A summary of all questions and responses as well as any adjustments regarding the scope of this Bid - if any, will be prepared and distributed to all potential bidders that submitted their intent to bid. It is the responsibility of Bidder, prior to bid date, to inquire as to addenda issued and to ensure their bid reflects any and all changes. HBFC will maintain a register of holders of this RFP. All addenda must be acknowledged on the Form of Proposal page and copies of the signed addenda must be included in the Bidder's proposal.

4.14.5 Presentation & Demo Sessions

Bidders may be contacted for detailed demo / POC sessions; each bidder shall be able to demonstrate their capabilities on technical and functional requirements.

4.14.6 Current References

The Bidder must provide in the proposal the names and complete contact information of at least two (2) client references in prescribed format under Annexure F who:

- Are able to discuss Bidder's performance in providing solutions similar to those contemplated in this RFP, and
- Have agreed to be contacted by HBFC representatives. HBFC expects the bidder to contact their client references to confirm their availability to speak with HBFC during this time.

4.14.7 Bidder Evaluation

Bidder shall be awarded at the sole discretion of HBFC, as per PPRA rules, after evaluation of the bidder's proposal, any reference discussions, determination of competitive advantage and cost. Bidder must have a satisfactory record of contract performance, integrity, business ethics, adequate financial resources (in the opinion of HBFC) and vision to meet the contractual requirements contemplated in this RFP. By submitting a proposal, the Bidder warrants that:

- a) It is legally authorized to provide the subject solution(s) globally or locally,
- b) It is in compliance with all applicable laws and regulations,
- c) It is not prohibited from doing business with HBFC by law, order, regulation or otherwise, and

- d) The person submitting the proposal on behalf of the Bidder is authorized to bind it to the terms of the proposal.

Proposals may be evaluated and eliminated without further discussions and at the sole discretion of HBFC if not found confirming to the requirements. HBFC will be the sole initiator of discussions to clarify the proposal offerings. The HBFC will evaluate each proposal based upon their understanding of the proposals. The HBFC will conduct a fair, impartial and comprehensive evaluation of all proposals. If applicable, a contract shall be awarded, taking into consideration the best interests of HBFC.

HBFC reserves the right to award a contract without any further discussion with the bidder who has submitted proposals in response to this RFP. Therefore, proposals should be submitted initially on the most favorable terms available to HBFC from a price, contractual terms and conditions, and technical standpoint.

HBFC is not under any obligation to reveal, to a bidder, how a proposal was assessed, or to provide information relative to the decision-making process other than the given criteria.

HBFC shall evaluate a bidder's "confidence in its own ability to perform" based on a bidder's willingness to provide HBFC with meaningful contractual assurances and remedies HBFC may exercise in the event of that Bidder's non-performance.

4.14.8 Proposal Acceptance

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Participant bidder or an officer of the Participant bidder legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Participant of all terms and conditions including compensation, as set forth herein. A Participant shall identify clearly and thoroughly any variations between its proposal and the HBFC's RFP. Bidder shall ensure that every page of their proposal is signed and stamped.

4.14.9 Discussions Prior to Evaluation

If required, prior to evaluation of the proposal, HBFC may call upon any of the Bidders to discuss or to ask for clarification about anything contained in the proposal submitted by the Bidder or may seek clarification in writing through email.

4.14.10 Availability of Professional Staff / Experts

Having selected the bidder on the basis of, among other things, an evaluation of proposed professional staff, the HBFC expects to get the contract executed by the professional staff named in the proposal. The HBFC shall require assurances that the professional staff shall be actually available. HBFC shall not consider substitutions during contract unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Bidder

may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and his name be submitted by the Bidder within a reasonable time without affecting the deliverable timelines.

4.14.11 Alternative Provisions

The Bidder must provide any relevant information if the Bidder proposes to deliver solution(s), service(s) and/or product(s) (“Solution(s)”) to meet our requirements in a different manner than that specified in this RFP. The Bidder must clearly demonstrate the benefit to HBFC (in terms of service level, cost savings or both) from the proposed alternative solution(s). HBFC, at its sole discretion, will consider the alternative solution(s) provided the Bidder also submits a response for HBFC’s requirements detailed in this RFP.

Alternative solution(s) must clearly identify any deviations from HBFC’s requirements. Such deviations shall be evaluated, only after the Bidder’s primary response to HBFC’s requirements has been fully evaluated. If alternative solution(s) are submitted without a primary response to HBFC’s requirements, the alternative solution(s) will be rejected. Any alternative solution(s) proposed by the Bidder must improve and not compromise overall contract performance and must be in HBFC’s best interests; otherwise, the alternative solution(s) will be rejected.

4.14.12 Redressal of Grievances by the Purchaser

- The Purchaser would be a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.
-

4.14.13 Submittal Requirements

For Conformity, please ensure that the listed requirements in “Annexure B” are provided.

For Financials, please ensure that the listed requirements in “Annexure C” are provided.

5. Award of Contract

6.1 Award Criteria

HBFC shall award the contract to the successful bidder, whose bid has been determined to be substantially responsive in the view of the requirements & expectations and has provided the most competitive bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

6.2 HBFC's Right to Accept Any Bid and to reject any or all Bids

HBFC reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidder(s).

6.3 Notification of Award

Prior to the expiration of the period of bid validity, HBFC will notify the successful bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the contract.

Upon the successful bidder's furnishing of the acknowledgement, HBFC will promptly notify each unsuccessful bidder.

6.4 Signing of Contract

Within seven (7) days from the date of notification of the award the successful bidder shall furnish to HBFC particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

6.5 RFP Response Ownership

All information, materials and ideas submitted become the property of HBFC upon submission. HBFC reserves the right to modify, reject or use without limitation any or all of the ideas from submitted information.

All information, materials and ideas contained in the Bidder's proposal can be used by HBFC without any restriction, provided that HBFC will not disclose any financial and pricing information the Bidder designates as confidential with any other potential Bidder.

HBFC reserves the right to share, disclose or discuss to any of its consultants any proposal in response to this RFP in order to secure expert opinion.

6.6 Integrity Pact

The successful bidder(s) shall upon the award of the contract execute an Integrity Pact with HBFC. [Specimen is attached in Annexure “I”]

6.7 Non-Disclosure Agreement

The successful bidder(s) shall upon the award of the contract execute a Non-Disclosure Agreement with HBFC. [Specimen is attached in “Annexure J”]

6.8 Contract Terms and Conditions

The successful bidder(s) shall upon the award of the contract, agree and sign a formal contract with HBFC, which shall be based on the terms and conditions in this document, PPRA contractual guidelines and HBFC's contractual requirements.

Where ever in conflict with the RFP and the contract or no safeguard of HBFC is mentioned, the stipulation of PPRA 2004 as internally adopted by HBFC shall prevail.

7 Scope of Work

The scope of work includes:

- Bidder will be responsible for Installation, deployment, Security, Training and documentation as per technical specification at 7.1
- The Bidder will submit the project execution plan
- Warranty & Support (Product specific from principle inclusive of upgrades as permissible and Operational/Troubleshooting from local). Whereas the support period may be extended after the satisfactory completion of the respective warranty/support period with procurement of the software and hardware respectively.

7.1 Scope details

S.No		Item Description(s)	Comments and brief of how would the bidder do this	
1		Servers Virtulization Software		
	A	Server virtualization software (Perpetual Basis) for <ul style="list-style-type: none"> - 6 CPUs for primary site - 3CPUs for DR site. 	7	
	B	Centralized Management Server licenses for both sites		
	C	Live migration and High availability & any version should support Proactive HA.		
	D	Solution Diagram is required with a compliant BOQ.		
	E	Installation, Commissioning & documentation.		
	F	Training from authorized resources at authorized training facility.		
	G	One year Principle Production Support online/call and through the local partner for emergencies.		
2		Storage Area Network		
		Usable 16TB storage with RAID 6 and online spare with scalability to 64TB at least	1	
		Compatible with existing rack mount server with general specifications of 6 server of HP DL 380 Gen10, 3 servers of DL20 Gen9.		
		Dual port FC card for 6 servers of HP DL 380 Gen10 & 3 servers of DL20 Gen9 along with requisite cables (5 meters each) &		

		accessories		
		Fibre Channel external storage system with redundancy and cache		
		SAN Switch with 12 ports		
		Dynamic LUN Provisioning		
		Dynamic Snapshots		
		SAN-to-Disk Backup		
		Multiple RAID configurations provision		
		Support for SSD / Flash based Cache.		
		Minimum of Dual 16Gbps FC ports per controller		
		Support hot plug expansion and replacement of hard drives, redundant controllers, fans and power supplies.		
		Storage system shall also support at least 300/600/900/1200/1800GB Enterprise SAS Drives, 400/800/1600/3200GB SSD and 1TB/ 2TB / 4TB / 6TB / 8TB SAS MDL drives.		
		Storage Array shall support at-least 180 Enterprise SAS drives.		
		Offered storage shall be offered and configured with virtualization capability so that a given volume can be striped across all spindles of given drive type within a given disk pool.		
		Offered Storage shall be offered and configured with Thin Provisioning capability.		
		Offered Storage shall also support Sub-Lun Data tiering in real time fashion across different type of drives within a given pool like SSD, SAS, N.L - SAS etc.		
		Offered Storage shall have inbuilt performance management software and Configuration Dashboard shall show overall IOPS and MB/sec performance.		
		Controller based Snapshot and Clone support.		
		Capability of configuring hot swap disks and Global Spare disks as well as dedicated spare disk to raid sets.		
		Support replication		
		Should support Windows server 2012 / 2016, Linux, VMware etc.		

		All provided equipment to be in a new factory condition with full 3 years warranty.		
		Backup Software		
		Application to backup/replicate production server with 2 CPUs	2	
		Backup application for virtual environment being offered within the scope of this RFP. The software should provide full/incremental backup, restore and replication functionality for virtual machines, physical servers and workstations as well as cloud-based workload.		
		Recover an entire Virtual machine on the original host or on a different host. Includes quick rollback functionality to restore changed blocks only.		
		Quickly restore service to users		
		Secure backup data and network transfers		
		Centralized Management		
		External Disk Storage		
		External Hard drives 8TB for Backup/Archiving purpose with built-in software and Ethernet and USB interface (like Western Digital, Seagate or equivalent) with 3 years warranty	4	
		Additional Hard disks		
		Additional Harddisks of 2TB each for 6 server of HP DL 380 Gen10 with 3 years warranty	12	
		Additional Harddisks of 2TB each for 3 servers of DL20 Gen9. with 3 years warranty	6	

Note: The HBFC reserve the right to increase or decrease the quantity and may exclude the items.

8 Evaluation Process

8.1 Must conform to the requirements

Below is the criterion for the selection of the interested Bidders. These are all mandatory requirements and failing to comply will result in non-conformity. Please provide response to the table below and ensure complete and valid documentary evidences are provided against each item. HBFC reserves the right to check the authenticity of any submitted document.

S. No	Requirements	Conform (Yes/No)	Documentary evidence / page reference	Comments (if any)
1	Confirms to in-scope deliverables (Section 7) or equivalent/better.			
2	The deliverables must be of well-known international brand in Pakistani market.			
3	The bidder must have a top level or a one level below top level partnership with the principle for the last 3 years.			
4	The bidder must have experience of at least 5 years in providing the deliverables.			
5	Must have at least 5 relevant virtualization projects currently in progress/support.			
6	Must have 2 satisfied customers with respect to operation and troubleshooting support in offered virtualization software and SAN (Provide certificate of the respective customers in the name of HBFC).			
7	At least two relevantly certified experts who would be installing / commissioning and providing documentations			
8	Is a registered/incorporated			

S. No	Requirements	Conform (Yes/No)	Documentary evidence / page reference	Comments (if any)
	company/firm in Pakistan.			
9	Valid Registration Certificate for Income Tax, Sales Tax and/or other allied agencies / organizations / regulatory authorities;			
10	Is an Active Taxpayers as per Federal Board of Revenue (FBR)'s database i.e. Active Taxpayer List (ATL);			
11	Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking);			
12	Must have office in Karachi for better coordination on support.			
13	Audited financial statements to be demonstrate that Bidder had minimum an average annual turnover of over PKR 20 million or equivalent in past consecutive three (03) financial years;			

Note:

Verifiable documentary proof for all above requirements is mandatory, for external HDD the above points are not 1,2,8,9,10,11,13 are applicable.

8.2 Lowest Evaluated

- The Bidders will be first checked for the conformity of the requirements as per the table above.

- All those who are found conforming to the requirements will be evaluated for the lowest price as per the PPRA guidelines.
- During the evaluation no amendments by the bidder in the proposal shall be permitted; however HBFC may seek clarification.
- The bid security of bids of unsuccessful bidders will be returned
- The contract may be awarded to the fully conformant bidder offering lowest evaluated price.

6. Annexures

Annexure A – Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB): Section I. Whenever there is a conflict, the provisions herein shall prevail over those in Invitation to Bid.

A. The Bidding Document	
Language of the Bid	English

B. Preparation of Bids		
	The price quoted shall be	In Pak Rupees (inclusive of all applicable taxes & other charges)
	The price shall be	Fixed and must include the Income & General Sales/Services Taxes and other taxes and duties, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all the taxes/ duties prevailing/ levied hereafter.
	Eligibility & Evaluation Qualification requirements.	As given in Section 8.1 and 8.2 and mentioned in section 3.3 in this document.
	Amount of bid security	2 % of the total quoted bid price in the form of Bank Draft/ Pay Order in favour of "House Building Finance Company Limited"
	Form of Bid Security	(i) The tenders found deficient of the amount as bid security compared to total bid price will not be considered. (ii) No personal cheques will be acceptable at any cost. (iii) Any bid security will not be considered or carried forward.
	Bid validity period.	Bid should remain valid for 90 days from the closing date

C. Submission of Bids		
	Address for bid submission.	Hafeez ur Rehman (Head of General Services Department) HBFC's Head Office, 3rd Floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi. +92 21 35641717 hafeez.rehman@hbfc.com
	Deadline for bid submission.	20 th December, 2018 11:00 AM

D. Opening and Evaluation of Bids		
	Date, Time and place for bid opening.	On Thursday, 20 th December, 2018, at 11:30 AM same place where submitted the bid.
	Criteria for bid evaluation.	<p>The bids shall be evaluated on “Single Stage one Envelope Procedure” in accordance with rule 36(a) of Public Procurement Rules, 2004.</p> <p>Eligible bidder who is conforming as per the criteria given in section 8.</p>

Annexure B – Submittal Requirements for Conformity

Bidder will furnish the technical proposal in the below format:

Proposal must furnish following details	
S. No.	Description
1.	Cover Letter (on Bidder’s Letter Head)
2.	Scope of Work (as per Section 7) and Requirements table (as per section 8)
3.	Description and Distinguished Features of Deliverables against each in-scope requirement
4.	Bidder conformity requirements evidences
5.	Company Profile (Profile, History, Addresses, Product / Solution Offerings, Contact Information, number of full time employees, Largest Customer in Pakistan etc.)
6.	Description of the Proposed Solution(s) and Distinguished Features.
7.	Detailed Project Execution Plan.
8.	<p>Implementation Methodology, Approach and Tools:</p> <ul style="list-style-type: none"> • The Bidder(s) must provide evidence of project tools / methodologies. • The Bidder(s) must provide a sample high-level execution plan based on their experience of a project with similar scope. This should be in the form of a summary plan and should contain only sufficient details as would be required to assess the Interested Party’s competency. • The Bidder(s) must provide their methodology towards implementation of system. • The Methodology must include tasks for implementation of at HBFC. Bidder must clearly list the following for each task/step (but not limited to): <ul style="list-style-type: none"> - Purpose of the task; - Prerequisites for initiation of the task; - Bidder’s team allocation for the task; - Required coordination from HBFC; - Time allocated for the task; - Work product/results of the task.
9.	Solution Deployment Architecture
10.	Training Methodology including Schedule & Plan
11.	<p>Project Organization and Team Profiling</p> <p>The bidder(s) are required to propose the project team having experience in implementation of system with extensive knowledge in project management and key Retail areas. Please also indicate the level of involvement (%) for each resources. The minimum requirements for the project team include: (Responsibility Area Matrix for Project Execution - Refer Annexures G & H)</p>
12.	Update and Version Upgrade Plan on the Proposed Solution

Proposal must furnish following details	
S. No.	Description
13.	System Service Support Plan
14.	Application Backup Plan
15.	Solution Value Added Features
16.	Any other software necessary to run the system
17.	Customer References and Relevant Experience (as per Annexure F) along with Completion Certificates for Each
18.	Credentials of Solutions in Other Sectors
19.	Draft Service Level Agreement (Post Implementation and Warranty Period)
20.	Any other relevant document
21.	Contact Details

Note, Include at least two (2) commercial customers using the same deliverables and HBFC reserve the rights to contact the referees mentioned by Bidder. HBFC may ask the bidder to arrange a reference visits (both local and international) on their expense account.

Annexure C – Submittal Requirements for Financials

- 1 Bidder’s financials should represent the costing in following structure:
 - a) Licenses;
 - b) Implementation Services;
 - c) Training;
 - d) Warranty & Support
- 2 Bidder should provide their financials as per sample table attached (can be found under Annexure C).
- 3 Please list any other assumptions that may not have been covered in the previous questions.

Bidder will furnish the financial proposal in the below format along with a cover letter:

S. No.	Item	Qty	Unit Cost	Tax (mention applicable tax the percentage applied)	Total Cost
1.	Server Virtualization Software <Product Name, Version & specification details>	<for No of CPUs>			
2.	SAN <Product Name, Version & specification details>	<SAN qty>			
3.	Backup application <Product Name, Version & specification details>	<for No of CPUs>			
4.	External HardDrive <Product Name, Version & specification details>	<qty>			
5.	Additional Internal harddisks < Product Name, Version & specification details>	<qty>			

Installation/Commissioning Services:

These services shall include all environment creation, installations and configuration, optimization, monitoring settings, applying secure best practices, documentation (user

manual, training material, configurationally and administration manuals, security compliance / access control document etc.), and closure as per industry best practices.

Annexure F – Relevant Experience

Relevant Experience:

Assignment Name:		Country:
Location within country:		Professional staff provided by your company:
Name of Client:		No. of Staff:
Address:		Duration of Project:
Project Start Date:	End Date:	Approx. Value of Project (In Current PKR):
Name of Associated Company(s) if any:		No. of Months of Professional Staff provided by Associated Company(s):
Name of Project Manager involved:		
Narrative Description of Project :		
Description of Actual Services Provided by your Staff :		

Client References:

Reference One (1)	Response
Company name	
Contact name and title	
Company address/phone	
Industry	
Software / Hardware installed	
Dates and releases installed	
Modifications made	
Comments	
Reference Two (2)	Response
Company name	
Contact name and title	
Company address/phone	
Industry	
Software / Hardware installed	
Dates and releases installed	
Modifications made	
Comments	

Annexure H – Staff Resume

Proposed Position:	
Name of Staff:	CNIC #:
Date of Birth:	Age:
Nationality/Origin:	Number of Years with Bidder Company:
Educational Qualification:	
Membership in Professional Societies:	
Employment Record:	
Relevant Work Experiences:	
Certifications:	
<p>I am willing to work on the project as indicated in the deployment schedule and as required during the assignment period.</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me my qualification and my experience.</p>	
Signature of Candidate	Signature of the Authorized Representative of the firm
Date:	
Email and Contact Number:	

Note: copies of all relevant degrees and certificates must be attached. HBFC reserves the right to validate the authenticity of provided degrees/certificates through applicable procedures as deemed necessary.

Annexure I – Integrity Pact

_____ [the Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

Annexure J – Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between House Building Finance Company (HBFC), and [Bidder Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfil each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2018.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or
 - Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with

either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
 - Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.



- 12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
- 13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

HBFC

Company Name:

Registered Address:

Registered Address:

Name:

Name:

Signature:

Signature:

Title:

Title:

Date:

Date: