



**Bidding Documents**

**Purchase of Printers**

**June, 2019**



**Invitation to Bids (ITB)**

**Purchase of Printers**

House Building Finance Company Limited (HBFC) is Pakistan's premier housing finance institution, providing affordable solutions to low-middle income groups of population. HBFC invites sealed bids for "Purchase of Printers" as per details provided in the bidding documents. The bids will be evaluated in terms of Rule-36(b) of Public Procurement Rules (PPR-2004) i.e. "Single stage-two envelope procedure" and is open to all the firms who meet the minimum eligibility criteria as mentioned in the bidding documents.

Bidding documents containing detailed terms & conditions, etc. are available at HBFC website [www.hbfc.com.pk](http://www.hbfc.com.pk). This notice is also available at PPRA website [www.ppra.org.pk](http://www.ppra.org.pk).

The bids prepared in accordance with the instructions, contained in the bidding documents must reach at address given below on or before 18-07-2019 at 11:00 am, which will be opened on same day at 11:30 am in the presence of bidders' representatives (who choose to attend) at the address given below. Late/ incomplete/ conditional bids will not be entertained.

HBFC reserves the right to accept or reject any or all bids in accordance with relevant clause of Public Procurement Rules (PPR-2004).

Head, General Services Department  
House Building Finance Company Limited  
3<sup>rd</sup> Floor, FTC Building, Shahrah-e-Faisal, Karachi  
Tel: 021-35641739/17



## **A. General**

### **1. Scope of Bid**

House Building Finance Company Limited (HBFC), Pakistan's premier housing finance institution having its principal place of business at 3<sup>rd</sup> Floor, FTC Building, Shahrah-e-Faisal, Karachi, hereinafter called "Company", invites sealed bids from tax registered eligible Bidders for "Purchase of Printers". The bidding process is open to all bidders who meet the minimum eligibility criteria.

Bidder/Firm who is black listed by any government organization will not be eligible to participate in the bidding/procurement process.

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture.

### **2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the HBFC will in no case be responsible or liable for those costs.

## **B. Bidding Documents**

### **3. Contents of Bidding Documents**

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **4. Amendment of Bidding Documents**

- i. At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- ii. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Company. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.



- iii. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR-2004.

### **C. Preparation of Bids**

#### **5. Bid Prices**

The Contract shall be for the goods/ services, as described in the Annexure A and the Bidder shall fill in rates and prices for all items of the Services accordingly. Items for which no rate or price is entered by the Bidder will not be paid for by the Company when executed and shall be deemed covered by other rates and prices. . All bids shall be quoted in Pak Rupee. Bids in any other currency shall be rejected.

The price quoted would be inclusive of all taxes levied by the local Authority/ Provincial Government/ Federal Government at the time of submission of bids. Any subsequent change in applicable direct/ indirect taxes/ duties levied by the government shall accordingly be adjusted.

### **D. Submission of Bids**

#### **6. Deadline for Submission of Bids**

- i. Bids must be received at the address specified in Bid Data Sheet not later than the time and date specified in the Bid Data Sheet.
- ii. The Company may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Company and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### **7. Late Bid**

Any Bid received by the Company after the deadline will be returned unopened to the Bidder.

### **E. Bids Opening and Evaluation**

#### **8. Bids Opening**

The Company will open all bids, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet. Bidders' representatives shall sign an attendance sheet as proof of their attendance.



## **9. Correction of Errors**

Bids determined to be substantially responsive will be checked by the Company for any arithmetic errors. Arithmetical errors will be rectified by the Company on the following basis:

If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.

## **10. Evaluation of Bids**

The bids will be evaluated in terms of Rule 36(b) i.e., Single stage-two envelope procedure. The bids will be opened and awarded to the lowest evaluated bidder i.e., compliant to minimum eligibility criteria and offered the lowest cost.

## **11. Presentations and Demo Sessions**

The bidder(s) may be called for detailed demo sessions. Each bidder shall be able to demonstrate their capabilities on technical and functional requirements.

For these sessions, Bidders shall be required to setup the environment in HBFC premises.

## **12. 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 B who:

- Are able to discuss Bidder's performance in providing products/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.

## **13. Availability of Professional Staff/ Experts**

Having selected the bidder on the basis of among other things, an evaluation of proposed professional/certified 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.

**14. Bid Security**

All bidders are required to submit an amount of bid security with financial proposal @05% of total amount quoted in financial proposal in the form of bank draft/ pay order in favor of HBFC. No bid shall be considered as valid unless it is accompanied by the Bid Security. No interest shall be payable by the HBFC on this deposit. In the event of breach of any terms of the contract, security deposit will be forfeited. Security deposit shall be refundable on completion of bidding process.

**F. Award Criteria**

**15. Award Criteria**

The contract will be awarded to the successful Bidder whose bid has been found technically & financially compliant and emerged as lowest evaluated bid.

**16. Company's Right to Reject All The Bids**

The Company reserves the right to annul the bidding process and reject all bids at any time prior to award of contract.

**17. Payment Terms**

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 & deployment of Printer and Scanner at respective HBFC branches/regions offices across Pakistan.	80%
2	Upon delivery of usage and troubleshooting training	20%



- There will be no Advance payment / mobilization.

**18. Code of Conduct**

It is the Company’s policy to require that Consultant/ Service Providers, Suppliers, and Contractor under Company-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Under Rule 19 of PPR-2004, the Company can blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

Following mechanism and manner for permanently or temporarily bar a delinquent bidder, from participating in procurement proceedings will be followed as per guidance of HBFC management:

<b>Nature of Offense/Fault</b>	<b>Means of Verification</b>	<b>Proposed Action under Rule 18</b>
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of HBFC.	Permanent blacklisting.
Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.	Blacklisting for 1-2 years. (Depending on severity of non-performance).

Pursuant to Rule 7 of PPR-2004 bidders shall be required to sign an Integrity Pact in accordance with prescribed format attached hereto.

**19. Overriding Effect of PPR-2004**

Whenever in conflict with these documents the stipulation of PPR-2004 shall prevail.

**G. Bid Data Sheet**

The following specific data for services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over ITB.

S.No	Details
1.	Purchase of Printers Ref No. HBFC/HOK/GSD/2019/31
2.	<p><b><u>Contact Information and Communication</u></b></p> <p>The contact detail for all correspondence in relation to this bid is as follows:            Name: Anees Ahmad Khan            Designation: Assistant Manager HR-GSD            Email: <a href="mailto:anees.ahmad@hbfc.com.pk">anees.ahmad@hbfc.com.pk</a>            Address: House Building Finance Company Limited, Head Office, 3rd Floor, Finance &amp; Trade Centre, Shahrah-e-Faisal, Karachi.            Phone: +92 21 35641717</p> <p><b><u>Technical Contact:</u></b></p> <p>Name: Asad Arshad            Designation: Assistant Manager IT            Email: <a href="mailto:asad.arshad@hbfc.com">asad.arshad@hbfc.com</a>            Address: House Building Finance Company Limited, Head Office, 3rd Floor, Finance &amp; Trade Centre, Shahrah-e-Faisal, Karachi.            Phone: +92 21 35641741</p>
3.	Bidder/Firm who is black listed by any government organization will not be eligible to participate in the bidding/procurement process.
4.	The bids will be evaluated in terms of Rule 36-(b) of PPRA Rules.
5.	The Contract "is not" subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
6.	The period of Bid validity shall be 90 (Ninety) days after opening of the Bids.
7.	All bidders are required to submit amount of bid security enclosed in financial proposal @05% of the bid price.
8.	The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as "TECHNICAL PROPSAL" and "FINANCIAL PRPOSAL" in bold letters.





**House Building Finance Company Limited**

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9.	<p>The Company's address for the purpose of bid submission is:</p> <p style="text-align: center;">Head-General Services Department, House Building Finance Company Limited, 3<sup>rd</sup> Floor, Finance and Trade Centre, Shahrah-e-Faisal, Karachi, Pakistan Telephone No: 021-356417139</p>
10.	<p>The deadline for submission of bids shall be July 18<sup>th</sup>, 2019 at 11:00 am.</p> <p>Bids will be opened on July 18<sup>th</sup>, 2019 at 11:30 am at the following address:</p> <p style="text-align: center;">House Building Finance Company Limited, 3<sup>rd</sup> Floor, Finance and Trade Centre, Shahrah-e-Faisal, Karachi –Pakistan.</p>
11.	<p>Bidders have to submit bids with Complete Requirements. Late/ incomplete and conditional bids will not be entertained. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will be rejected.</p>

**Minimum Eligibility Criteria**

S.No	Selection/Qualification Criteria	Bidder's Assessment	
		Yes	No
1	The company must be a registered Tax Payer for at least last 3 years and appear on the Active Taxpayer List.		
2	The bidder must be a teir-1 partner.		
3	The bidder must provide Manufacturer's Authorization Form (MAF) of imported product.		
4	The company must have implemented at least 05 projects of same level/nature during last three years.		
5	The company must have in-house skills and resources for providing support across Pakistan. A list of support personal should be attached.		
6	The company must attach list of offices/branches in major cities i.e. Karachi, Islamabad, Lahore to provide country wide support.		
7	The bidder must be an original equipment manufacturer (OEM) or an authorized dealer /partner of the product being quoted for the last three years.		
8	The company must provide at least two existing costumer references of quoted product.		
9	The bidder must have annual sales turnover of at least Rs.20 million during each of the last three years.		

**Note:**

- 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.
- Deliverables items will be delivered to HBFC Branches (Across the Country).
- The HBFC reserve the right to increase or decrease the quantity and may exclude the items.
- Relevant Documents/Evidences are required.



**Financial Proposal**

- 1 Bidder's financials should represent the costing in following structure:
  - a) Item delivered with proper installation and training with a brief guide;
  - b) Warranty & Support
- 2 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 preferably on letter head:

S. No.	Item with details	Qty	Unit Cost (Including All Applicable Taxes)	Total Cost (Including All Applicable Taxes)
1.				
2.				
<b>Bid Price Rs.</b>				

Note:

- 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.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

**Annexure-A**

**Scope of Work**

The scope of work includes:

- Bidder will be responsible for provision, installation, deployment, security, training and documentation as per technical specification to cater the HBFC need of printing loan related documents which include property documents, income documents and personal/guarantor documents.
- 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.

**Technical Requirement**

<b>Laser Jet Network Printer Specification (Qty - 50)</b>		
<b>Item / Specification</b>	<b>Provide Corresponding feature</b>	<b>&lt;Suggested model here&gt;</b>
Laser Jet Print speed black	Up to 28 ppm	
First page out (ready)	Within 10 Sec	
Print quality black	Up to 1200 x 1200 dpi	
Duty cycle (monthly, A4/Letter/Legal)	Up to 30,000 pages	
Processor speed	800 MHz	
Connectivity, standard	1) 1 Hi-Speed USB 2.0 2) 1 Ethernet 10/100 network	
Memory	256 MB	
Compatible operating systems	Latest windows, Linux and Mac	
Warranty and maintenance support for 03 years from principle and local partner		

<b>Laser Jet Printer without Network Specification (Qty - 50)</b>		
<b>Item / Specification</b>	<b>Provide Corresponding feature</b>	<b>&lt;Suggested model here&gt;</b>
Laser Jet Print speed black	Up to 18 ppm	
First page out (ready)	Within 10 Sec	
Print quality black	Up to 600 x 600 dpi	
Duty cycle (monthly, A4)	Up to 5,000 pages	
Processor speed	266 MHz	
Connectivity, standard	Hi-Speed USB 2.0 port	
Memory	08 MB	
Compatible operating systems	Latest windows, Linux and Mac	
Warranty & maintenance support for 03 years from principle and local partner		

Note: The HBFC reserve the right to increase or decrease the quantity and may exclude the items. Also the above items may be ordered within 6 months of the first Purchase Order within same cost.



**Annexure-B**

**Client References:**

<b>Reference One (1)</b>	<b>Response</b>
Client Name	
Contact Person with email	
Address and Contact Number	
Industry	
Deliverable items	
Any Comments	
<b>Reference Two (2)</b>	<b>Response</b>
Client Name	
Contact Person with email	
Address and Contact Number	
Industry	
Deliverable items	
Any Comments	



**Annexure C – Staff Resume**

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

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 D – 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 E – 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 fulfill 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 \_\_\_\_\_ 2019.
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



**House Building Finance Company Limited**

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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:**