



REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER DISASTER RECOVERY SERVICES FOR A PERIOD OF THREE (03) YEARS

RFP NO.: NHBRC 39/2019

CLOSING DATE: 10 March 2020

TIME: 11:00

COMPULSORY BRIEFING SESSION

DATE: 26 FEBRUARY 2020

TIME: 11:00

**VENUE: NHBRC HEAD OFFICE
27 LEEUWKOP ROAD
SUNNINGHILL
GAUTENG**

TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by the NHBRC and it is made available to the Bidders on the following basis.

Bidders submitting a Bid in response to this RFP are deemed to do so, on the basis that they acknowledge and accept the terms and conditions set out below:

- 1.1 The Bidder must be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that, if it is successful, it remains so registered and further ensure that the information on the CSD is up-to-date for the duration of the contract.
- 1.2 The Bidder must ensure that it is tax compliant at the time of submitting its bid in response to this RFP, and if it is successful, it remains tax compliant for the duration of the contract. In this regard, the Bidder undertakes to provide the NHBRC with a Tax Clearance Certificate issued by the South African Revenue Services ("SARS") on an annual basis, confirming that it is tax compliant.
- 1.3 The NHBRC reserves the right to amend, modify or withdraw this RFP or amend, modify or terminate any of the procedures or requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any person.
- 1.4 If the NHBRC amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
- 1.5 The NHBRC reserves the right to carry out site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its RFP Bid.
- 1.6 This RFP is not intended to form the basis of a decision to enter into any transaction involving the NHBRC, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.7 A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of ninety (90) days from the date of submission to the NHBRC. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a binding Agreement and other related transactions/documents are concluded between the NHBRC and the Preferred Bidder.
- 1.8 The distribution of this RFP outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFP are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither the NHBRC, nor any of their respective directors, officers, employees, agents, representatives or advisors, accepts liability to any person for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.
- 1.9 Recipients of this RFP document may only distribute it to other parties whom they wish to involve as part of their Bidder consortium in submitting a Bid.

- 1.10 Neither the NHBRC nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the RFP.
- 1.11 No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the NHBRC, result in disqualification of the relevant entity.
- 1.12 Any material change in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall require the prior written approval of the NHBRC, and any failure to seek such approval from the NHBRC shall result in the NHBRC being entitled, in its sole discretion, to disqualify the relevant Bidder from any further participation in the Bid process. The NHBRC shall be the sole arbiter as to what constitutes a “material change in the control and/or composition of any Bidder”, and as to what constitutes a “core member of a Bidder” for purposes of such approval. Any request for such approval shall be made to the NHBRC’s Supply Chain Management (“SCM”) in writing and shall provide sufficient reasons and information to allow the NHBRC to make a decision. The NHBRC reserves the right to accept or reject any such request for approval at its sole discretion.
- 1.13 Briefing Session: There will be compulsory briefing session. The sharing of information and clarifications of issues related to this Bid, as given by the NHBRC will form part of this Bid and responses.
- 1.14 Any requirement set out in this RFP that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the NHBRC, and save as expressly stated to the contrary, may be waived by the NHBRC in its sole discretion at any stage in the RFP process.
- 1.15 The NHBRC and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.16 All Bids submitted to NHBRC will become the property of the NHBRC and will as such not be returned to the Bidder. The NHBRC will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal.
- 1.17 The Bid submitted by the bidder shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind. However, the NHBRC reserves the right to waive any irregularities and to make award in the best interest of the company.
- 1.18 The NHBRC reserves the right to accept or reject the Proposal.
- 1.19 RFP's shall be rejected, among other reasons, where Bids are received after the closing date and time as specified in the RFP.
- 1.20 Potential service provider(s) shall be disqualified and their Bids not considered among other reasons, for any of the following specific reasons:
 - 1.20.1 If the SCM Mandatory Documents are not submitted and completed as per this RFP; and/or
 - 1.20.2 The Bid contains irregularities.
- 1.21 The NHBRC reserves the right to require that any bidder provide a formal presentation of its RFP at a date and time to be determined by the NHBRC. The NHBRC shall provide all instructions and clarification regarding the purpose and scope of the presentation. All expenses must be borne by the bidder.
- 1.22 All costs associated with the preparation and submission of the Bid is the responsibility of the Bidder. The costs shall not be chargeable to the NHBRC by successful or unsuccessful Bidder.

- 1.23 This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- 1.24 All Bids must be formulated and submitted in accordance with the requirements of this RFP.

2. BACKGROUND

2.1 ABOUT THE NHBRC

2.1.1 The National Home Builders Registration Council (NHBRC) is a regulator established in terms of section 2 of the Housing Consumers Protection Measures Act 95 of 1998 ("the Act"). Section 3 of the Act provides that the objects of the NHBRC are to:

- (a) represent the interests of housing consumers by providing warranty protection against defects in new homes;
- (b) regulate the home building industry;
- (c) provide protection to housing consumers in respect of the failure of home builders to comply with their obligations in terms of this Act;
- (d) establish and to promote ethical and technical standards in the home building industry;
- (e) improve structural quality in the interests of housing consumers and the home building industry;
- (f) promote housing consumer rights and to provide housing consumer information;
- (g) communicate with and to assist home builders to register in terms of this Act;
- (h) assist home builders, through training and inspection, to achieve and to maintain satisfactory technical standards of home building;
- (i) regulate insurers contemplated in section 23 (9) (a); and
- (j) in particular, achieve the stated objects of this section in the subsidy housing sector.

2.2 NHBRC OFFICES

2.2.1 The NHBRC is an organisation with a staff compliment of approximately 700 employees. The NHBRC's Head Office is located in Sunninghill, Gauteng, with nine (09) Provincial Offices and 12 Satellite Offices which are located in the following areas:

#	NHBRC OFFICE LOCATIONS	#	NHBRC OFFICE LOCATIONS
1	Head Office, (Sunninghill)	13	Eastern Cape (East London) - Satellite
2	Gauteng (Sunninghill) – Provincial	14	Western Cape (George) - Satellite
3	Kwa-Zulu Natal(Durban) – Provincial	15	North West (Klerksdorp) - Satellite
4	Western Cape (Cape Town) – Provincial	16	Limpopo (Tzaneen) - Satellite
5	Eastern Cape (Port Elizabeth) – Provincial	17	Limpopo (Bela Bela) - Satellite
6	North West (Rustenburg) – Provincial	18	Mpumalanga (Witbank) - Satellite
7	Limpopo (Polokwane) – Provincial	19	Free State (Bethlehem) – Satellite
8	Mpumalanga (Nelspruit) – Provincial	20	North West (Mahikeng) – Satellite
9	Free State (Bloemfontein) – Provincial	21	Limpopo (Thulamela) – Satellite
10	Northern Cape (Kimberley) - Provincial	22	Gauteng (Tshwane) – Satellite
11	Kwa-Zulu Natal (Newcastle) - Satellite	23	Eric Molobi Innovation Hub (Soshanguve)
12	Kwa-Zulu Natal (Richards Bay) - Satellite		

3. PROJECT OVERVIEW

3.1 Purpose

The main objective is to appoint a suitable service provider for the provision of a disaster recovery services, which would cover the following areas:

- Data Centre facility which will replicate the primary data centre
- The data centre will serve as a disaster recovery site for NHBRC

The successful service provider will be expected to analyse and understand the NHBRC ICT environment and provide a suitable solution for a disaster recovery site.

3.2 Business Objectives

The NHBRC has now been in operation for more than twenty (20) Years and is on a significant growth path, as the organization grows; it is looking at streamlining its processes and enabling itself for a high rate of growth. Information Security has been identified as one of the critical functions that will assist the business to meet its objectives.

The NHBRC is significantly changing its approach to delivering on its mandate. The NHBRC perceives its external stakeholders as business partners in order to jointly achieve success. The disaster recovery services will also ensure that the NHBRC operations continue smoothly during a disaster. This is critical especially taking into consideration business initiatives such as NHBRC online services, Unified communications, utilisation of the SAP environment, and Mobile offices. The NHBRC has twenty-three (23) offices nationally.

Disaster recovery services are important, especially because they form part of information security management. One of the main objectives of the NHBRC is to ensure that information security approach is structured, well designed, planned, aligned with business objectives and executed properly.

3.3 Scope of Work

The successful service provider will be responsible for providing disaster recovery services, which will ensure that the NHBRC is able to resume its operations as quickly as possible, and also minimise the impact of a disaster.

The successful service provider will be required to provide the NHBRC with a Disaster Recovery Services, which will cover the following scope:

- 3.3.1. Analyse the NHBRC ICT environment which includes applications, servers, network connectivity, the criticality of the systems, as well as the information processed. Based on the analyses or assessment the service provider will design a suitable disaster recovery solution.
- 3.3.2. Provide a disaster recovery solution, which will replicate the systems that are hosted in the primary data centres.
- 3.3.3. Provide network links or capability to connect users between the disaster recovery site and the NHBRC primary data centres. The one network links must have a fail-over or high availability mechanism, to ensure that 100% network uptime.
- 3.3.4. Provide backup services at the disaster recovery site. This is a daily backups of all the data and systems hosted at the disaster recovery site. The daily backups must be kept off-site (at a location different from the disaster recovery site).
- 3.3.6. Awareness workshops – the service provider is expected to get everyone in ICT who is involved, to basic understanding of disaster recovery concepts. A workshop will be arranged by the service provider to explain the background, including the needs and drivers, and the methodology, approach, requirements and timescales.
- 3.3.7. Plan maintenance – DR arrangement will become of no value if they are not reviewed, maintained and updated as changes occur. The service provider will develop mechanisms which will ensure that changes affecting DR are recognised and accommodated.
- 3.3.8. Training – the service provider must provide training to all NHBRC employees within ICT responsible for disaster recovery in terms of their responsibilities and actions following a disaster or failure.
- 3.3.9. Testing – in order to continuously maintain the disaster recovery plan as required, the service provider must conduct tests at least twice a year. The service provider must test the functionality and reliability of the disaster recovery site. The test is to ensure that NHBRC can rely on the disaster recovery site during a disaster.

3.3.10. Maximum Tolerable Period of Disruption – the service provider must use the following maximum tolerable period of disruption scale when designing a disaster recovery solution:

Item	Required recovery time following a disaster
Non-Essential	30 Days
Normal	7 Days
Important	72 Hours
Urgent	24 Hours
Critical / Essential	Minutes to Hours

3.4 NHBRC Information

3.4.1

No. of Servers	Approximately 130
No. of Applications / Systems	9
No. of Datacenters	<ul style="list-style-type: none"> • 1 datacenter at head office • Additional hosted environments (2) • 9 small server rooms with a server, switches, routers
No. of offices	Please refer to diagram in paragraph 3.4.2 below
No. of Users	Approximately 700

3.4.2 The NHBRC's Head Office is located in Sunninghill, Gauteng, with nine (09) Provincial Offices of varying size and 12 Satellite Offices, which are located in the following areas:

#	NHBRC OFFICE LOCATIONS	#	NHBRC OFFICE LOCATIONS
1	Head Office, (Sunninghill)	13	Eastern Cape (East London) - Satellite
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10	Northern Cape (Kimberly) - Provincial	22	Gauteng (Pretoria) – Satellite
11	Kwa-Zulu Natal (Newcastle) - Satellite	23	Eric Molobi Innovation Hub (Soshanguve)
12	Kwa-Zulu Natal (Richards Bay) - Satellite		

3.6 NHBRC Service Expectation

As part of the service expectation the following key elements will be required to be addressed:

- NHBRC working hours are from 8h30 to 16h30, however this does not restrict the service provider from working beyond the stipulated working hours.
- Service provider will be expected to work after hours and during weekends if required (e.g. during a virus outbreak, serious security breach, etc.).
- Service provider will be expected to assign a contact person who will be working with NHBRC personnel.
- Service provider will be expected to provide high quality work.
- Service provider will be expected to deliver assigned tasks as per the agreed time frames.

4. TECHNICAL DATA TO BE SUBMITTED BY BIDDER

4.1 Required Information

The NHBRC requires the services of interested and competent companies that are accredited and experienced in the field of Business Continuity Management and /or Disaster Recovery.

4.2 Mandatory Requisites of the Service Provider:

4.2.1. The successful bidder should meet the following requirements:

- Experience in the Business Continuity Management and / or Disaster Recovery field
- Consultants assigned to the project must have experience Business Continuity Management and / or Disaster Recovery field.
- Reference letters from previous and or current clients confirming that they have been involved in similar projects.
- Capacity (both human resources and security tools) to provide the required service.

4.3 Functionality documents to be submitted

The following is what is required to be submitted by the bidders:

- 4.3.1 The bidder must have completed similar projects. The bidder must submit a summary of the projects in the format presented below:

Name of Project	Project Description	Project Period (Start date – End date)	Contract Value (incl. VAT)	Client Name	Client Contact Tel.
1.					
2.					
3.					
4.					
5.					

- 4.3.2 Provide reference letters of completed projects, the letters must be provided by the client on the client's letterheads, and signed off by an authorized delegated employee of the client.

<p>Name of project:</p> <p>Name of Client:</p> <p>Client Contact Details</p> <p>Contact person:</p> <p>Role in Project:</p> <p>Contact Tel No:</p> <p>Contact Cell:</p> <p>Project Start Date:</p> <p>Project Completion Date:</p> <p>Contract Amount (incl. VAT):</p> <p>Summary of Project (maximum 200 words).</p> <p>Note: Please attach a reference letter from the client indicating successful completion of the project as per the client's brief.</p>

4.3.3 Capability of Bidder's Resources

The service provider is required to demonstrate that the resources mentioned in paragraph 4.2 bullet number 2, have adequate experience in similar projects.

This experience must include but not limited to:

- Experience in conducting Business Impact Analysis
- Experience in developing and implementing a disaster recovery plan or business continuity plan.
- Experience in testing a disaster recovery plan and review thereof.
- Experience in building a data centre.
- Experience in conducting training to relevant people on business continuity
- Experience in networking and security

4.4 Project Proposal

In addition to the above, the bidder must provide a detailed project proposal.

4.4.1 The proposal document must outline the profile of the company and intended/proposed approach to the Project,

4.4.2 The approach and methodology must be clearly stipulated and must cover all aspects in section 3,

4.4.3 The proposed fee structure should be outlined in detail as follows: (mandatory requirement)

- Year one (1) fees;
- Year Two (2) fees;
- Year Three (3) fees;
- Kindly note there may be instances where work will be carried out after hours so as not to affect the day to day business operations.
- In instances where the NHBRC is not satisfied with the service rendered by anyone/or all of the resources, the service provider is obliged to replace those affected resources within a reasonable time.
- If a need arise for the resource to travel to any NHBRC offices other than the Head Office, the NHBRC will arrange the travel and bear the cost.

5. TECHNICAL AND PRICE EVALUATION CRITERIA

5.1 In accordance with the NHBRC Supply Chain Management Policy, the bid evaluation process shall be carried out in four (4) stages namely:

Stage 1: Pre-qualifying criteria

Stage 2: Compliance check of Mandatory Requirements;

Stage 3: Functional Evaluation; and

Stage 4: Price and Preference Points

Stage 1: Pre-qualification criteria

BBB-EE Status Level Contributor of between one and four.

Bidders must have a BBB-EE Status Level Contributor of between one and four as a pre-qualifying criteria, in order to be considered for further evaluation.

Stage 2: Compliance check of Mandatory Requirements

All mandatory documents as per the SCM Mandatory Checklist in this RFP should be completed in full, signed and submitted with the Bidder's response to this RFP. Failure to comply with this requirement or submission of false, fraudulent or misleading information or documents will result in the disqualification of the Bidder or termination of the successful bidder's contract. In this regard, the NHBRC reserves its rights to take appropriate legal action.

DOCUMENTS TO BE SUBMITTED			
No.	Please note; the items marked with an (X) are mandatory requirements and failure to meet the requirements will result in your bid being disqualified.		Yes/No
1.	X	Valid BB-BEE Status Level or Copy/Sworn Affidavit signed by the Commissioner of Oaths.	
2.	X	SBD 1 (Invitation to bid, make sure it is completed and signed).	
3.	X	SBD 3.1 – Pricing Schedule (Firm Price).	
4.	X	Annexure A - Pricing schedule (including a detailed costing breakdown of all costs and escalations per annum).	
5.	X	SBD 4 (Declaration of interest), (make sure it is completed and signed).	
6.	X	SBD 6.1 (Preference claim form) should be completed and signed regardless if points are claimed or not.	
7.	X	SBD 8 (Declaration of Bidder's past supply chain management practices) (Make sure it is completed and signed).	
8.	X	SBD 9 (Certificate of independent bid determination – Make sure it is completed and signed).	
9.	X	Attendance of Compulsory Briefing Session.	
10		CSD Report/ MAAA Number	

Stage 3: Functionality in terms of the set technical evaluation criteria

Bids must fully comply with all the Mandatory Requirements for the **Stage 2: Compliance check of Mandatory Requirements** in order to qualify for **Stage 3: Functional Evaluation** and those bids which fail to comply with all the requirements of Stage 2 will be invalidated or disqualified from the process.

The following values will be applicable when evaluating the bid

5=Excellent 4=Very good 3= Good 2= Average 1= Poor 0= Non-compliance

No.	Evaluation Criteria	Description	Weight
1.	Refer to Para 4.3.1	Bidders Experience 0 Years' Experience = 0 Point 1 – Years' Experience = 1 Point 2 – Years' Experience = 2 Points 3 – Years' Experience = 3 Points 4 – Years' Experience = 4 Points 5 – Years' Experience and above = 5 Points	10
2.	Refer to Para 4.3.2	Bidders Reference Letters 0 reference letters = 0 Point 1 – reference letters = 1 Point 2 – reference letters = 2 Points 3 – reference letters = 3 Points 4 – reference letters = 4 Points 5 – reference letters and above = 5 Points	5
3.	Refer to Para 4.3.3	Similar projects in the past years No projects = 0 Point 1 projects = 2 Point 2 projects = 2 Points 3 projects = 3 Points 4 projects = 4 Points 5 projects and above = 5 Points	50
4.		Site Visit NHBRC will conduct a site visit and the following will be assessed: <ul style="list-style-type: none"> • Experience of the resources or staff • State of Data Centre • Equipment or hardware used 	35

	<ul style="list-style-type: none"> • Logical security • Physical security • State of Work Area • ICT Facilities (e.g. backup power or generator) ❖ Bidders did not meet the requirement on the above = 0 Point ❖ Bidders meet the requirement all the requirements = 5 Points 	
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5.2 Technical (Functional) Assessments' minimal acceptable requirements:

TOTAL SCORE = 100

After considering the functional pre-qualifying criteria, a bidder is considered to have passed Stage 3 (Functional Requirements) if the TOTAL score is equal to, or greater than 70 points.

Stage 4: Price and Preference Points Evaluation

Only bids that achieve minimum qualifying score (**70 points**) for **Stage 3 (Functional Requirements)** will be evaluated further.

The contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Preferential Procurement Regulations,2011 and bids will be adjudicated in terms of a (80/20) preference point system in terms of which points are awarded to bidders on the basis of:

80/20 Preference point system (for acquisition of services, works or goods with a Rand value not more than R 50 million) (all applicable taxes included)

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where;

P_s = Points scored for comparative price of bid or offer under consideration

P_t = Comparative price of bid or offer under consideration

P_{min} = Comparative price of lowest acceptable bid or offer.

The points scored will be rounded off to the nearest two decimal places.

The points will be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

BBBEE Level	80/20
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-Compliant Contributor	0

The points scored for price will be added to the points scored for B-BBEE status level to obtain the Bidders total points scored out of 100 points.

6. RFP SUBMISSION INSTRUCTIONS

- 6.1 All RFP documents must be sealed in a clearly marked envelope and deposited into the tender box at the **NHBRC HEAD OFFICE: 27 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG.**

7. AVAILABILITY OF THE RFP DOCUMENT

- 7.1 Bid documents can be downloaded on the NHBRC Website (www.nhbrc.org.za/current-tenders) from the **14 February 2020**.
- 7.2 There will be a compulsory briefing session that will be held on the **26 February 2020 at 11h00** at the **NHBRC HEAD OFFICE: 27 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG.**

8. RFP CLOSING DATE

- 8.1 Bid documents Should be marked for Attention: Supply Chain Manager, and deposited into the Bid boxes at the NHBRC National Office, 27 Leeuwkop Road, Sunninghill on or before the **10 March 2020 at 11h00**. No emailed or faxed Bids will be accepted. The Bid document should be supplied in a sealed envelope and clearly marked (**Copy or Original**) with the Bid number and the full name of the service provider(s).
- 8.2 **No late submissions will be accepted.**

9. VALIDITY PERIOD OF BIDS

- 9.1 All bids submitted by the bidders must be valid for a period of 90 days from the closing date specified above.

10. ADMINISTRATIVE ENQUIRIES

- 10.1 The administrative enquiries may be directed to:

Department: Supply Chain Management

Contact Person: Ms. Paballo Relela / Mr. Bernard Kekana

E-mail address: Tenders@nhbrc.org.za

11. SUBMISSIONS OF PROPOSALS

- 11.1 Submission of bid should include **one** (1) original and **four** (4) copies of the proposals in a clearly marked (**Copy or Original**) envelope and deposited into the Bid box.
- 11.2 All costs and expenses incurred by the Bidder relating to the participation in, and preparation of this proposal process shall be borne by the Bidder exclusively. All documentation and manuals submitted in respect of this RFP shall be retained by NHBRC, whether or not the proposal is accepted.