



Government of Pakistan
Ministry of Information Technology and Telecommunication
**NATIONAL INFORMATION TECHNOLOGY BOARD
(NITB)**

RFP for
**Oracle Exadata Support, Renewal of Oracle Database
Licenses, Installation & Commissioning of Exadata
with DB Migration**

Tender No. NITB-4(440)/2026

24th January 2026

www.nitb.gov.pk

Plot # 24-B, Street # 6, H-9/1, Islamabad.



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Data Sheet

Procedure of Open Competitive Bidding	Single Stage - Two Envelope This RFP is available under the Tender link of following websites https://nitb.gov.pk and https://www.ppra.org.pk (EPADS)
Bid Security	2% of the Total Cost of the Bid
Performance Guarantee	5% of the Value of the Procurement Contract (to be signed with successful bidder).
Deliverables	<ul style="list-style-type: none">• Oracle Exadata X11-Z-HW First Year Support• Oracle Exadata SW First Year Support• Oracle Technology Licenses Support Renewal till July 2026• Installation & Commissioning of Oracle Exadata HW & SW• Datacenter Support for Oracle Exadata on-site for 2-Years• Oracle DB Migrations, DB Tuning and Upscaling
Contact Person	Faqirullah DG (PMO) Email: faqirullah@nitb.gov.pk Phone: 051-9265065
Language	Proposals should be submitted in English language.
Currency	All prices should be quoted in Pak Rupees.
Taxes	The quoted price should include all applicable taxes.
Proposal Validity	Proposals must remain valid for 60 days after the last date for submission of the Proposals.
Bidder Must Submit	Bidder must submit Technical and Financial Proposals through EPADS system of PPRA. However, NITB reserves the right to request and receive hard copies of Technical and Financial Proposals.
Bid Submission Address	NITB, Plot # 24-B, Street # 06, H-9/1, Islamabad.
Bid Submission Date & Time	Both the Technical Proposal & Financial Proposal must be submitted on EPADS on or before 9 th February, 2026 till 12PM. Technical Proposal shall be opened on the same date after 30 minutes of the final submission time (12:30 PM). Note: Any Queries may be forwarded via email and/or postal mail to DG (PMO) within 10 days of publishing of this RFP document.



Introduction

The National Information Technology Board (NITB) is mandated, inter alia, to undertake and coordinate e-government initiatives at federal ministries/ divisions and departments, provide consulting and advisory services in acquiring and implementing IT solutions as well as for enhancing their performance, quality, and productivity. NITB envisions a digitally developed and IT-enabled Pakistan in the coming years with impeccable IT consultancy services.

As part of this mission, NITB has established an ERP solution for e-Governance for all Federal government organizations. For strengthening of the services delivered performance improvement NITB is seeking Proposals from qualified vendors for the provision of support and maintenance services for its critical equipment. Detailed is at "*Scope of Work -> Bill of Quantity*", requires ongoing support to ensure operational efficiency and reliability.

This Request for Proposal (RFP) is for a one-year contract for support and maintenance services.

1. Invitation to Bids

The National Information Technology Board (hereinafter called "NITB" and/or the "Procuring Agency") invites Bids against this RFP titled "Oracle Exadata Support, Renewal of Oracle Database Licenses, Installation & Commissioning of Exadata with DB Migration" from eligible Bidders.

1.1. PPRA Rules to be followed

Public Procurement Regulatory Authority (PPRA) 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.

1.2. Mode of Advertisement

As per Rule 12, this RFP is being placed online at PPRA's and NITB websites, as well as being advertised in print media. Bidding document containing detailed instructions, terms and conditions and this advertisement can be downloaded from NITB and PPRA websites.

1.3. Type of Open Competitive Bidding

As per Rule 36 (b), PP Rules 2004 "Single Stage - Two Envelope" Procedure shall be followed for this RFP.

- a. The Bidders will be first checked for the initial screening criteria, as per the requirements in 'Initial Screening Criteria' stipulated in this document.
- b. Thereafter, all eligible Bidders shall be shortlisted against the Technical requirements.
- c. After the evaluation and approval of the Technical Proposals, the Procuring Agency shall open the Financial Proposals of the technically accepted Bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the Bid validity period.
- d. The Financial Proposals found technically non-responsive shall be returned un-opened



to the respective bidders.

- e. Out of technically qualified bidders, the contract may be awarded to the Bidder with the lowest financial proposal, having technical advantage, and offering value for the money.
- f. The Procuring Agency may reject all Bids or Proposals at any time prior to the acceptance of a Bid or Proposal. Upon request, the Procuring Agency shall communicate to any Bidder, the grounds for rejection of the Bid or Proposals but is not required to justify those grounds.
- g. The Procuring Agency shall incur no liability, solely by virtue of its invoking Rule 33(1) towards the Bidder who have submitted Bids or Proposals.
- h. Notice of the rejection of all Bids or Proposals shall be given promptly to all Bidders that submitted the Proposals.

1.4. Evaluation Criteria

The evaluation process will follow a structured, three-step methodology to ensure transparency, fairness, and alignment with the project's objectives:

1.4.1 Initial Screening

All bids will first be reviewed against the **Initial Screening Criteria** as per Section 8 to confirm compliance with the mandatory requirements specified in the RFP. Only bidders meeting these requirements will advance to the next stage of evaluation.

1.4.2 Technical Evaluation

Bidders qualifying through the initial screening will be assessed based on their **Technical Compliance** as detailed in **Annexure C** of this RFP. The evaluation will focus on the bidder's ability to meet or exceed the technical specifications and requirements of the project.

1.4.3 Financial Evaluation

Following the technical evaluation, bids from technically qualified bidders will undergo financial evaluation. The **contract may be awarded to the bidder with the lowest financial proposal**, having technical advantage, and offering value for the money provided all other conditions are satisfactorily met.



2. Instructions to Bidders

2.1. Language

The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring Agency, 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 the purposes of interpretation of the Bid.

2.2. Bid Document

The Bid document can be downloaded from the NITB and/or PPRA websites.

2.3. RFP Clarifications and Question

To ensure fair consideration for all Bidders, NITB prohibits communication to or with any department, officer or employee of NITB during the evaluation process. No Bidder shall be allowed to alter or modify his Bid after the bids have been opened. However, the Procuring Agency may seek and accept clarifications to the Bids that do not change the substance of the Bids. Any request for clarification in the Bid made by the Bidders shall invariably be in writing through email to faqirullah@nitb.gov.pk

2.4. Site Survey

Selected Vendor shall be required to visit the site to determine the suitability of the infrastructure, environment and requisite allied components available at hosting platform of NTC to ensure it meets the prerequisites of the equipment (Exadata).

2.5. RFP/ Bid Price

The quoted price shall be:

- a. In Pak Rupees.
- b. Inclusive of all taxes, duties, levies, insurance, freight, etc.
- c. Best/ final/ fixed and valid until completion of all obligations under the contract and not subject to variation/escalation.
- d. Inclusive of 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, the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).

Para number Withholding tax, sales tax and other taxes/levies: The Bidder is hereby informed that the NITB will deduct applicable tax(es) at the rate prescribed under the Tax Laws of Federal Government of Pakistan at the time of payment, from all payments for products and services rendered by the Bidder who is awarded the contract.



2.6. Ownership of the Project

All the equipment and related software in the project shall be the property of the procuring agency with packages and licenses.

2.7. Confidentiality

The prospective Bidder (whether or not he submits a Proposal to the RFP) shall treat the information pertaining to this RFP or the examination, clarification, evaluation, comparison and award of this RFP confidential and shall not disclose it to other bidders or any other persons not officially connected with the RFP process. The Bidder is not permitted to make any public announcement or release any information regarding this RFP without NITB's prior written approval.

NITB 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, NITB reserves the right to disqualify the Bidder from this RFP process and furthermore not include the Bidder in any future procurement exercises.

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.

2.8. 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:

- a. Issued within five (05) working days from the date of receiving a request or notification.
- b. Served by sending the same by courier or registered postal mail to their principal office as they shall notify for the purpose.
- c. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

2.9. Joint Venture

No Joint Venture is allowed for or under this RFP.

2.10. Corrupt Practices

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

NITB will reject a Proposal and award of contract, if it determines that the Bidder participated in the bidding process or recommended for award was engaged in any corrupt practices or



has been blacklisted by any other entity.

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

2.11. SLA & Penalty

If the Bidder fails to complete the work/ assignment within the given timeline as defined in the resultant contract, a penalty of **0.1% of the total contract value per week** (five working days will be considered as one week) will be charged up to a maximum of 10% of the contract value. Thereafter, the work order may be cancelled, the contract may be terminated and (in addition to imposing and recovering the penalty) the Performance Guarantee may be forfeited.

2.12. Warranty/ Support & Maintenance Services

The successful bidder shall provide a comprehensive One (01-Year) warranty along with onsite support and maintenance services during this period. It will be the responsibility of the successful bidder to rectify any defects and provide services such as preventive maintenance, configuration of equipment, problem rectification within the permissible downtime and backup equipment inventory. The necessary patches, upgrades and updates as and when released by the OEM shall also be provided during the warranty period so as to ensure that the system is functioning to provide the best performance.

2.13. Indemnification

The bidder shall indemnify and hold harmless NITB and its affiliates from all claims, damages, and expenses, including legal fees, arising from, without limitation, the bidder's misrepresentation, breach, negligence, or intellectual property infringement. NITB must notify the bidder of claims and allow them to control the defense. The bidder cannot settle claims without NITB's consent. Additionally, the bidder will cover claims related to bodily injury or property damage resulting from their work.

The Bidders are required to disclose any potential conflicts of interest that may arise during the RFP process. This includes, but is not limited to, any personal, financial, or professional relationships that could influence the Bidder's impartiality or decision-making. The Bidders must notify the Procuring Agency immediately upon becoming aware of any such conflicts.



3. Preparation of Bids

3.1. Cost of Bidding

The issuance of this RFP and the receipt of information in response to this RFP shall not in any way cause NITB to incur any liability or obligation to the Bidder (and/ or any proposed subcontractor(s), if any) whether financial or otherwise. NITB 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).

3.2. Bid Security

In accordance with Rule 25, the Bidder shall submit the Bid Security in the shape of Bank Draft/ Bank Guarantee in favor of the **National Information Technology Board**.

- a. The Bid Security only issued by a scheduled bank of Pakistan will be acceptable. Cheques will not be acceptable in any case. Bid Security of the successful Bidder will be returned once the Performance Guarantee is submitted to NITB.
- b. A Bid Security in the shape of a Bank Guarantee/ Pay Order in the name of National Information Technology Board, equivalent to 2% of the total cost of the Bid must be submitted along with the Proposal.
- c. The Bid Security to be enclosed in a SEPARATE ENVELOPE, labelled as "BID SECURITY", and should be SEALED. Bid security shall not be placed in the Financial Proposal envelop.
- d. The Bid Security shall be forfeited by the Procuring Agency on the occurrence of any/ all of the following conditions:
 - i. If the Bidder withdraws the Bid during Bid validity; or
 - ii. If the Bidder, having been notified of the acceptance of the Bid by the Procuring Agency during the period of the Bid validity, fails or refuses to furnish the Performance Guarantee, in accordance with the Bid document.
- e. The Bid Security shall be returned to the technically unsuccessful Bidder with unopened/ sealed Financial Bid within one-month period.
- f. Validity of the Bid Security should be Sixty (60) days minimum after the last date for submission of the Bids.

3.3. Technical Proposal

Bidders are required to submit the Technical Proposal as per Annexure A.

Refer [Annexure A – Submittal Requirements for Technical Proposal](#).

3.4. Financial Proposal



The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the bidder.

The bidder shall provide its list of costs with all items described in the Technical Proposal priced separately.

Refer [Annexure B – Submittal Requirements for Financial Proposal.](#)

3.5. Payment Terms/ Schedule

Payments will be processed by NITB within Thirty (30) days against the undisputed invoice(s) raised by the Bidder by following the procedure in vogue against each milestone on production of following documents:

- Sales tax invoice duly signed and stamped by the organization.
- NITB shall issue the Provisional Acceptance Certificate (PAC) after delivery, delivery challan shall be signed by Admin Department of NITB. Vendor shall be responsible to get the delivery challan signed-off.
- There will be no advance payment/ mobilization fee.

Following is the payment schedule based on defined milestones:

#	Milestones	Payment %age of contract value	Remarks
1.	Oracle CSI # activation (Welcome letter)	30%	
2.	Signing off with delivery challan.	30%	
3.	Provisional Acceptance Certificate (PAC) c) Installation, configuration of Exadata systems. d) Migrations of Databases from existing systems to the newly procured solutions as per SOW. e) Support & license renewals of all equipment with Oracle as per the BoQ.	40%	



Performance Guarantee			
4.	Release of Performance Guarantee ---- Upon FAC	-	<p>After completion of Warranty Period as defined. Satisfactory report (vetted by NITB) will be submitted along with invoice.</p> <p>Note: Unsatisfactory after sales support will invoke the penalty and deductions will be made from the Performance Guarantee or from any outstanding payments.</p>

3.6. Advice of Omission or Misstatement

In the event it is evident to a Bidder responding to this RFP that NITB has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Bidder shall advise the NITB contact person of such omission or misstatement.

3.7. Bid Validity Period

The Bid shall have a minimum validity period of Sixty (60) days following the last date for submission of the Bids. The Procuring Agency may solicit the Bidders' consent to an extension of the validity period of the Bids. The request and the response thereto shall be made in writing. The validity of the Bid Security shall also be suitably extended.

3.8. 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, and training (where applicable) etc.

3.9. Right to Request Additional Information

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

3.10. Right to Modify Scope of Work

NITB reserves the right to increase or decrease the quantity of items, as well as add or remove components/ sub-components from the scope of work, at the time of issuance of the Purchase Order (PO), based on project requirements or budgetary considerations. Any such changes will be with mutual consent of both parties and will be communicated to the bidder in writing and will not affect the agreed-upon terms and conditions of the contract.



4. Submission of Bids

4.1. Sealing and Marking of Bids

Bids shall be submitted through EPAD. However, the Bid Security, duly sealed in an envelope, shall be submitted in original and hard form to the Procuring Agency.

4.2. Extension of Time Period for Submission of Bids

NITB may extend the deadline for submission of Bids, if any of the following condition exists:

- If procurement committee of NITB is convinced that such extraordinary circumstances have arisen owing to law-and-order situation or a natural calamity that the deadline should be extended;
- The request for extension is received from more than three (03) potential bidders at least five (05) days before the last date for submission of Bids; and
- If purchase committee of NITB decides to extend the deadline due to any administrative reason.

4.3. Manual Bid

Manual Bids shall not be considered. Therefore, it is suggested that the Bids be submitted through EPAD. The Bidders shall first need to get registered on/ through EPADs, if not already registered thereon.

4.4. Modification or Withdrawal of Proposal

Proposal modification and withdrawal terms and conditions are governed by PPRA Rules, 2004. Such Rules, 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 Rules/laws.

4.5. Submittal Requirements

- For Technical Proposal, please ensure that the listed requirements in “Annexure A” are provided.
- For Financial Proposal, please ensure that the listed requirements in “Annexure B” are provided.

5. Opening and Evaluation of Bids

5.1. Opening of Bids

Initially the “TECHNICAL PROPOSALS” submitted on EPAD will be opened and evaluated. Subsequently, the “FINANCIAL PROPOSALS” and “BID-SECURITY” shall be opened of those bidders whose Technical Proposals have been declared qualified on EPAD.

NITB shall evaluate the Technical Proposal without reference to the price and may reject any Proposal which does not comply with the specified requirements.



The Bidders will be first checked for the initial screening criteria, as per the requirements in 'Initial Screening Criteria'. Thereafter, all eligible bidders shall be shortlisted against the technical requirements.

5.2. Modification of Bid

No Bidder shall be allowed to alter or modify its Bids after the expiry of the deadline for the receipt of the Bids unless, NITB may, at its discretion, ask a Bidder for 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.

5.3. Missing Information

Information requested in this document is aimed to evaluate the Bidders for their financial and technical capacity, and overall capability for performance related to this RFP in a best possible way, therefore, NITB encourage Bidders to furnish the information as requested in this document. Any missing information shall be considered as not available.

5.4. Addendum or Supplement to Request for Proposal

At any time prior to the deadline for submission of the Bid, NITB 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 (if any, changes will be reflected in the revised RFP published at NITB and PPRA websites).

5.5. Shortlisting of the Bidders

Shortlisting will purely be based on the evaluation done relying upon the information provided in the submitted Proposal and related documents.

5.6. Bidder Evaluation

Contract shall be awarded at the sole discretion of NITB after evaluation of the Bidder's Proposals, reference discussions, negotiations, 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 NITB) and vision to meet the contractual requirements contemplated in this RFP. By submitting a Proposal, the Bidder warrants that:

- It is legally authorized to provide the subject solution(s) globally and/or locally.
- It is in compliance with all applicable laws and regulations.
- It is not prohibited from doing business with NITB/ Government of Pakistan by law, order and regulation or otherwise.
- The person submitting the Proposal on behalf of the Bidder is authorized to bind it to the terms of the Proposal.



An evaluation committee ("Technical Evaluation Committee") process will evaluate all submitted Proposals as per the Evaluation Criteria in Section 1.4. Proposals may be evaluated and eliminated without further discussions and at the sole discretion of NITB. NITB will be the sole initiator of discussions to clarify or negotiate the Proposal offerings. The Technical Evaluation Committee will evaluate each Proposal based upon their understanding of the Proposals. The Technical Evaluation Committee will conduct a fair, impartial and comprehensive evaluation of all Proposals. If required, a contract shall be awarded, taking into consideration the best interests of NITB.

NITB reserves the right to award a contract without any further discussion with the Bidder(s) who have submitted Proposals in response to this RFP. Therefore, Proposals should be submitted initially on the most favourable terms available to NITB from a price, contractual terms and conditions, and technical standpoint. However, NITB reserves the right to conduct discussions with bidders who submit Proposals that pass the initial screening process for the feasibility of the solution(s).

NITB is not under any obligation to reveal, to a Bidder, the information relative to the decision-making process.

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

5.7. 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 NITB's RFP.

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 Rule 33(1) towards Bidder who have submitted Bids or Proposals. Notice of the rejection of all Bids or Proposals shall be given promptly to all Bidders that submitted the Proposals.

5.8. Redressal of Grievances by the Procuring Agency

- Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances within seven days (07) of announcement of the technical evaluation report and five days (05) after issuance of final evaluation report.



- The Grievance Redressal Committee (GRC) shall investigate and decide upon the complaint within ten (10) days of its receipt.
- In case, the complaint is filed after five days (05) of the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
- Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the authority i.e. PPRA within thirty (30) days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the authority. The decision of the authority shall be considered as final.

6. Award of Contract

6.1. Award Criteria

NITB 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. NITB's Right to Accept Any Bid and to Reject Any/ All Bids

NITB reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to acceptance of a Bid or Proposal, without thereby incurring any liability to the bidder(s).

6.3. Notification of Award

Prior to the expiration of the period of Bid validity, NITB will notify the successful bidder in writing by letter or by facsimile (to be followed in writing by letter), that his Bid has been accepted. The notification of award will constitute the formation of the contract.

Upon the successful Bidder's furnishing of the performance guarantee, NITB will promptly notify each unsuccessful bidder.

6.4. Signing of Contract

Within Fifteen (15) days from the date of notification of the contract award, the successful Bidder shall furnish to NITB particulars of the person who would sign the contract on behalf of the successful Bidder along with an original power of attorney executed in favour of such person. Draft contract will be shared with the successful Bidder only.

6.5. Performance Guarantee

Within (15) days of the receipt of notification of award of contract from the Procuring Agency, the successful bidder will furnish the Performance Guarantee and sign the contract.

The value of Performance Guarantee shall be 10% of the contract value to be issued by any



scheduled bank of Pakistan.

6.6. RFP Response Ownership

All information, materials and ideas submitted become the property of NITB upon submission. NITB 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 NITB without any restriction, provided that NITB will not disclose any financial and pricing information the Bidder designates as confidential with any other potential Bidder. NITB 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.

6.7. Integrity Pact

The successful Bidder(s) shall upon the award of the contract execute an Integrity Pact with NITB. [Specimen is attached in "Annexure D"]

6.8. Non-Disclosure Agreement

The successful Bidder(s) shall upon the award of the contract execute a Non-Disclosure Agreement with NITB. [Specimen is attached in "Annexure E"]

6.9. Contract Terms and Conditions

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

Wherever in conflict with the RFP and the contract or no safeguard of NITB is mentioned, the stipulation of PPRA Rules, 2004 shall prevail.



7. Scope of Work

7.1. Support & Maintenance Services

NOTE: The list below outlines the major components. The Bidder is required to cover all components and sub-components including Software, Licenses and Subscriptions under support.

#	Item	Quantity
01.	Oracle Exadata X11-Z-HW First Year Support	1
02.	Oracle Exadata SW First Year Support	18
03.	Oracle Technology Licenses Support Renewal till July 2026	1
04.	Installation & Commissioning of Oracle Exadata HW & SW	1
05.	Datacenter Support for Oracle Exadata on-site for 2-Years	1
06.	Oracle DB Migrations, DB Tuning and Upscaling	1



8. Initial Screening Criteria

Below is the criterion for the initial screening of the Bidders. These are all mandatory requirements and failing to comply with any of them will result in ineligibility for further/ technical evaluation. Please ensure complete and valid documentary evidence are provided, NITB reserves the right to check the authenticity of any submitted document.

#	Screening Criteria	Documents Required	Compliance
	A- Legal and Registration Requirements		
1.	Bidder is an entity duly registered and incorporated under the laws of Pakistan for the last 05-years.	Registration/ Incorporation Certificate	Copy of the Certificate to be attached.
2.	Bidder has a valid Registration Certificate for Income Tax, Sales Tax and/ or other allied agencies/ organizations/ regulatory authorities.	FBR Certificate	Copy of the FBR Certificate to be attached.
3.	Bidder is an Active Taxpayer as per Federal Board of Revenue (FBR)'s database i.e. Active Taxpayers List (ATL).	Active Taxpayer/ Income Tax Returns.	FBR Returns for last 05-years to be attached.
4.	Bidder must be registered with the Securities and Exchange Commission of Pakistan (SECP).	SECP Certificate of Incorporation.	Copy of the Certificates to be attached.
	B- Partnership Status		
5.	Bidder must have the active Partnership status with OEM (Oracle) being proposed.	Partnership Level	Copy of the Certificate to be attached.
6.	Bidder must have the FDSP (Field Delivery Service Partnership) status with OEM (Oracle) being proposed.		Copy of the Certificate to be attached.
6.	Bidder must have the active Public Sector Addendum (PSAD) status with OEM (Oracle) being proposed.		Copy of the Certificate to be attached.
	C- Business Experience and References		
7.	Bidder must be in the relevant business for at least 05-years. They should also demonstrate at least five supplies of Oracle Exadata in the past 05-years, providing work/ purchase orders and delivery challans.	Purchase Orders/ Delivery Challans only of the projects with similar equipment.	Copies of Purchase Orders/ Delivery Challans to be attached.



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8.	Bidder must have a minimum of five successful references for Oracle Exadata sale and support.	List mentioning the name of the end customer and the BoQ of major items deployed as part of Oracle Exadata.	List to be attached.
	D- Office Presence		
9.	Bidder should have branch offices in major cities of Pakistan like Islamabad, Lahore, and Karachi, with an office in Islamabad being mandatory.	List of all offices with addresses.	List to be attached.
	E- Affidavits and Documentation		
15.	Manufacturer Authorization Form (MAF) or Manufacturer Authorization Letter (MAL) must be provided with the Technical Bids from Oracle.	MAF/ MAL	Latest Original Letter for this Tender.
16.	Affidavit on the Stamp Paper duly attested by Notary Public that the bidder is not blacklisted by any government/ semi government/ public department.	Stamp Paper	Original Stamp Paper to be attached.

Note: Verifiable documentary proof is required for all above mandatory requirements.

Bids Evaluation Matrix

Sr. No.	Evaluation Criteria	Max Marks	Evaluation Parameters	Marks
1	Company in operation (No. of Years)	15	\geq 25 years	15
			\geq 15 years	8
			\geq 5 years	3
2	Partnership with Oracle Corporation (No. of years).	20	\geq 25 years	20
			\geq 15 years	10
			\geq 5 years	5
3	Financial Strength	20	Annual average Sales Volume/ Revenue for last three year more than Rs. 3000 Million	20
			Annual average Sales Volume/ Revenue for last three year Rs.2000-3000 Million	10
			Annual average turnover for last	5



			three year less than Rs.2000 Million	
4	Experience of Selling & Implementing:			
a) Oracle Exadata	10	≥ 10	10	
		$\geq 5 < 10$	6	
		≥ 2	2	
b) Oracle Databases	5	≥ 10	5	
		$\geq 5 < 10$	3	
		≥ 2	1	
c) Oracle Real Application Cluster	5	≥ 5	5	
		$\geq 3 < 5$	3	
		≥ 2	1	
d) Oracle Data Guard	5	≥ 5	5	
		$\geq 3 < 5$	3	
		≥ 2	1	
e) Oracle DB Security	5	≥ 5	5	
		$\geq 3 < 5$	3	
		≥ 2	1	
f) Oracle Exadata Support Contracts	5	≥ 5	5	
		$\geq 3 < 5$	3	
		≥ 2	1	
5	Relevant Technical Strength Current Certified resources in Pakistan (Oracle Exadata)	10	≥ 10 $\geq 5 < 10$ ≥ 2	10 6 2
	Total	100		

Note:

- i. The copies of contract agreements will be provided by the bidder, which shall be cross-verified by the Client from the Principal/Oracle and Executing Agency.
- ii. Bidders with at least **80** Marks will be considered eligible/qualified.



Annexures

Annexure A – Submittal Requirements for Technical Proposal

Following sections should be part of the Technical Proposal and clearly marked/ divided.

#	Description
SECTION-A	
1.	Cover Letter (on Bidder's Letter Head)
2.	Contact Details
SECTION-B	
3.	Screening Requirements (Mandatory Requirements as per ' Initial Screening Criteria' Sec: 8)
4.	Technical Evaluation/ Compliance of Products sheet as per <u>Annexure-C</u>
SECTION-C	
5.	Company Profile (Profile, History, Addresses, Product/ Solution Offerings, Customers in Pakistan etc.)



Annexure B – Submittal Requirements for Financial Proposal

Bidders should submit financial cost as per table below. The cost of each Item/Equipment should cover all the allied costing and no other cost shall be entertained. All the cost should be one time and no recurring cost shall be allowed/accepted. Each item/equipment cost should also include training sessions (where required) along with free of cost certifications (for nominated users by NITB). Bidder can add as much lines as needed.

Item/ Equipment	QTY	Unit Price PKR	GST/Local Taxes (%)	Total GST/ Local Taxes Amount PKR	TOTAL PRICE PKR (Inclusive of all taxes and charges)
Oracle Exadata X11-Z-HW First Year Support	1				
Oracle Exadata SW First Year Support	18				
Oracle Technology Licenses Support Renewal till July 2026	1				
Installation & Commissioning of Oracle Exadata HW & SW	1				
Datacenter Support for Oracle Exadata on-site for 2-Years	1				
Oracle DB Migrations, DB Tuning and Upscaling	1				

Bid Validity Period: Sixty (60) days



Annexure C – Technical Evaluation/ Compliance of Products

Bids evaluation shall be subject to 100% compliance to the following criteria for Bidder's qualification: Following table should be used for submission of compliance statement.

NOTE: The exact quantities of the contract can be verified with Oracle. The Bidder is required to cover all components and sub-components.

Sr #	Item	Qty	Bidder's Response	
			Quoted Qty	Remarks
01.	Oracle Exadata X11-Z-HW First Year Support	1		
02.	Oracle Exadata SW First Year Support	18		
03.	Oracle Technology Licenses Support Renewal till July 2026	1		
04.	Installation & Commissioning of Oracle Exadata HW & SW	1		
05.	Datacenter Support for Oracle Exadata on-site for 2-Years	1		
06.	Oracle DB Migrations, DB Tuning and Upscaling	1		



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 NITB/ The 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 NITB/ 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 NITB/ GoP under any law, contract or other instrument, be voidable at the option of NITB/ GoP. Notwithstanding any rights and remedies exercised by NITB/ GoP in this regard, [the Bidder] agrees to indemnify NITB/ GoP for any loss or damage incurred by them on account of its corrupt business practices and further pay compensation to NITB/ 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.

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 National Information Technology Board (NITB), 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):

- to evaluate whether to enter into a contemplated business transaction; and
- 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 Non-Disclosure Agreement is _____.
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:
 - Business secrets.
 - Financial information, including pricing.
 - Technical information, including Installation, Commissioning, Configuration, Integration & Testing of Network Infrastructure.
 - 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 after three (03) 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 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 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 (if any). 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.

NITB	[Company Name]
Address:	Address:
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date: