



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

Email: ankurjyoti_sarmah@oilindia.in ; erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : SDI0726P19 DT: 02.03.2019

Tender Fee : NIL

Bid Security : Applicable

Bidding Type : SINGLE STAGE COMPOSITE BID SYSTEM

Bid Closing on : 11.04.2019 (11.00 HRS IST)

Bid Opening on : 11.04.2019 (14.00 HRS IST)

Performance Security : Applicable

Integrity Pact : Not Applicable

OIL invites Bids for **SUPPLY OF VIDEO CONFERENCE SET [QTY = 01 NO.]** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No.MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.

The general details of tender can be viewed by opening the RFx[Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFx.

The tender will be governed by:

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807178/ 7171/ 7192/ 4903 , Email id = erp_mm@oilindia.in, esupport@oilindia.in.

- b) OIL's office timings are as below:

	Time (in IST)
Monday – Friday	07.00 AM to 11.00 AM; 12.30 PM to 03.30 PM
Saturday	07.00 AM to 11.00 AM
Sunday and Holidays	Closed

Vendors should contact OIL officials at above timings only.

c) **OIL Bank Details :**

	Bank Details of Beneficiary	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr.K.L.K.Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	sbi.02053@sbi.co.in

- d) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- e) Technical specifications and Quantity as per **Annexure – I**.
- f) The prescribed Bid Forms for submission of bids are available in the Technical RFx->External Area ->Tender Documents.
- g) Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- h) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- i) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area ->Tender Documents. The above filled up document to be uploaded in the **Technical Attachment**. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”

Special Notes:

1.0

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration **at least seven (7) days prior to the scheduled bid closing date** and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>

- b) Necessary Login ID& Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) **MSE Units** (Manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are **exempted from payment of Bid Security (EMD)** irrespective of their monetary limit, product category and capacity mentioned in their registration, **subject to submission of valid MSE registration certificate issued by appropriate authority.**
- d) For availing benefits under Public Procurement Policy (**Purchase preference**), the interested MSE Bidders must ensure that they are the **manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s).** Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of **OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender**, seeking clarification/confirmation as to whether their MSE certificate is eligible for EMD exemption or not. **Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.**

NOTE:

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam- 786602 for waiver of EMD upto one week prior to the Bid closing date (or as amended in e-portal).

- 2.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders are required to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic format in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.
- 2.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> Technical Attachment only. **For details please refer “NEW INSTRUCTIONS”**. Please refer Annex-BB for price schedule.
- 3.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **GM-Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.
- a) **Original Bid Security**
b) **Detailed Catalogue (if any)**
c) **Any other document required to be submitted in original as per tender requirement**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in Duplicate.

- 4.0 **Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details.**
- 5.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. **However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per Annexure-CCC) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.**
- 9.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 10.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 11.0 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.
- 12.0 Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.

13.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:

(i) The suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.

(ii) Consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.

(iii) The names of OIL's current authorized transporters are:

a) M/s Western Carriers (India) Ltd.

b) M/s DARCL Logistics Limited

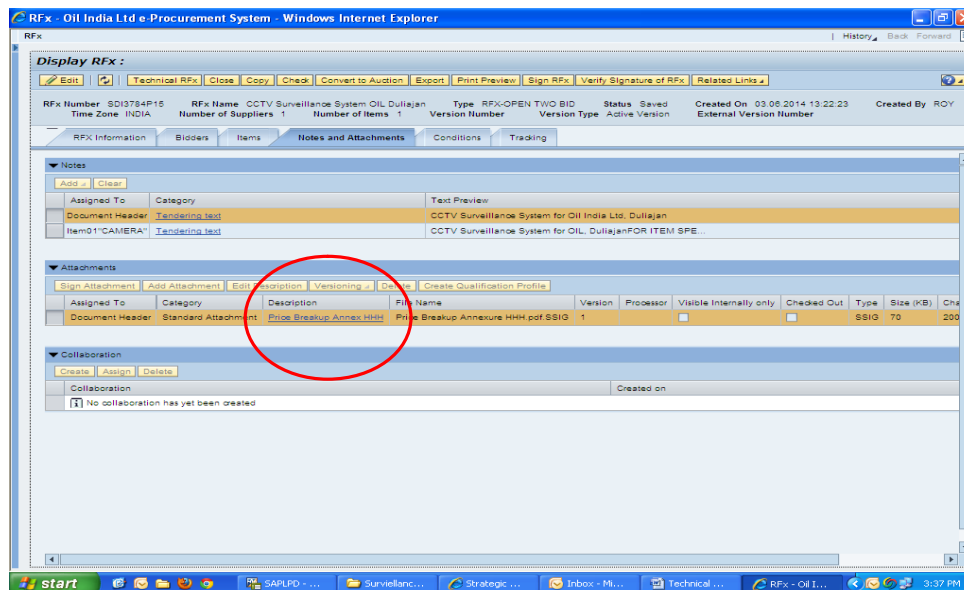
Bidder's are requested to note the above delivery/collection instructions while submitting their offers.

- 14.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria).**

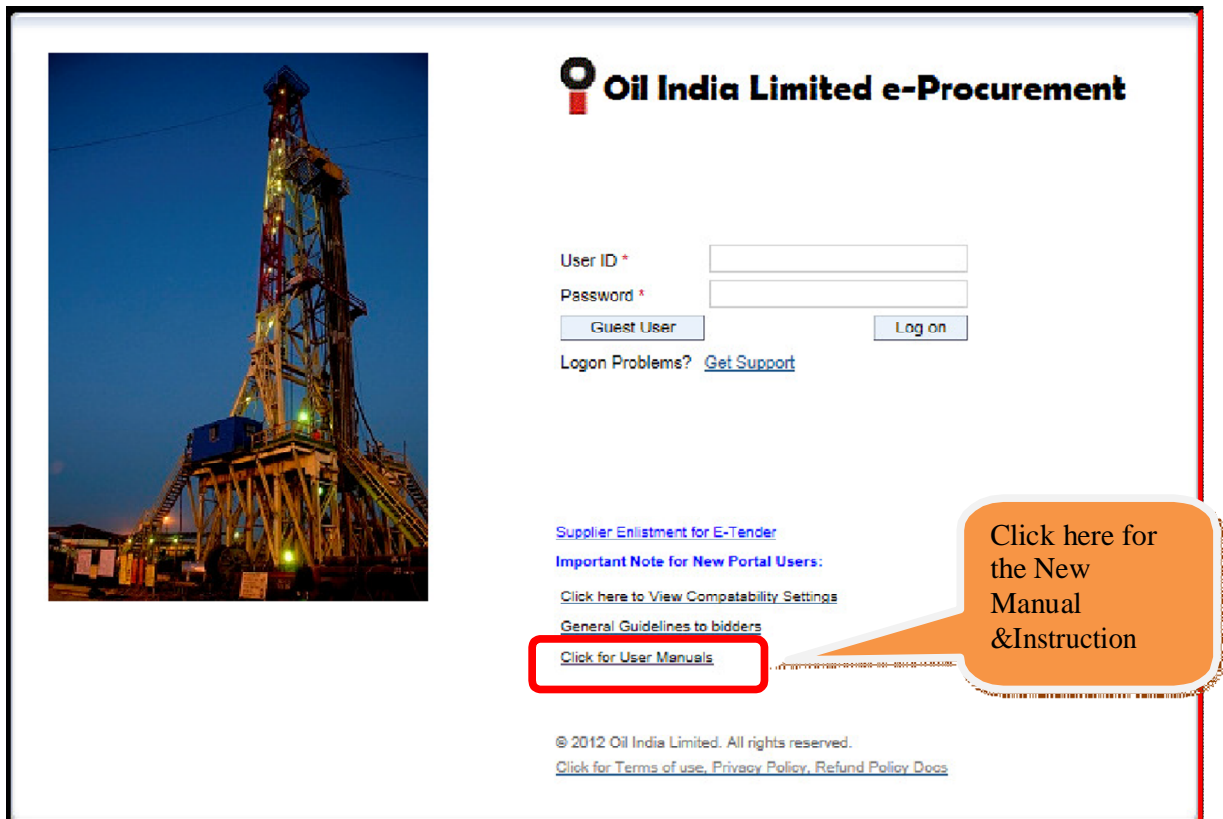
- 15.0 Bidders should fill-up and submit alongwith their bid an **UNDERTAKING** towards **authenticity of information/documents** furnished by them, as per enclosed **ANNEXURE-K**.
- 16.0 The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.
- 17.0 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

18.0 Price Breakup:

Bidders should submit the price breakup of all the items as per “**Annexure HHH**” which has been uploaded under “Notes & Attachments” > “Attachments” as shown below. The price breakup “Annexure HHH” should be filled up, signed and uploaded under “Notes & Attachments” > “Attachments” only. **The filled up price breakup of all the items should not be uploaded in Technical Attachment.**



Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 12.04.2017)**" available in the login Page of the OIL's E-tender Portal.



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

© 2012 Oil India Limited. All rights reserved.

[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

Click here for the New Manual & Instruction

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of NIT.

Yours Faithfully

**Sd-
(A. J. SARMAH)
SR. MANAGER MATERIALS (IP)
FOR : GM-MATERIALS (HOD)**

Tender No & Date: SDI0726P19 DATED 02.03.2019**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the “Bid Rejection Criteria” as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
<p>1.0 BID REJECTION CRITERIA (BRC):</p> <p>The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p>A) TECHNICAL:</p> <p>1. The Bidder will be classified either as OEM or non-OEM. Non-OEMs should submit authorization letter from their respective OEM to quote against this enquiry. The sample format of Authorization Letter for reference is provided in Annexure-A.</p> <p>2. The bidder must have experience of successfully executing at least 1(one) similar order for qty. not less than 01 (one) No. of Video Conference Set in preceding 5 (five) years as on the original Bid Closing date.</p> <p><u>Similar order means:</u> Order for Supply and Installation & Commissioning of Video Conference solution.</p> <p>Documentary evidence in respect of the above must be submitted in the form of</p> <p>a) Copy of relevant Purchase Order along with completion certificate.</p> <p>OR</p> <p>b) Copy of relevant Purchase Order along with any other documentary evidence that can substantiate the satisfactory completion of the purchase order clearly mentioning the quantum of work satisfying the requirement of the clauses above.</p>	

Note:

a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.

3. All items shall be sourced from a single vendor whose bid emerges as the lowest techno-commercially acceptable offer considering the cost of all items. Hence, bidders should quote for all the items failing which their bid shall be rejected.

B) FINANCIAL

a) Annual Financial Turnover of the bidder during **any of preceding 03 (three) financial / accounting years from the original bid closing date** should be at least **Rs 7.92 Lakhs**.

b) Net Worth of the firm should be Positive for preceding financial / Accounting year. (FY=2017-2018)

Note -For (a) & (b): Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year..... (As the case may be) has actually not been audited so far'.

Notes:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-J.

OR

ii) Audited Balance Sheet along with Profit & Loss account.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

C) COMMERCIAL:

i) Validity of the bid shall be minimum 90 days from the Bid Closing Date.

ii) Bid security:

The bid must be accompanied by Bid Security of **Rs. 34,300.00** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to GM-Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee towards Bid Security shall be valid for 6 months from Bid closing date. (i.e. 31.10.2019)**

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.

For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.

iii) Bids are invited under “Single Stage Composite Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

iv) Performance Security:

The successful bidder shall submit **Performance Security** in the form of **Bank Guarantee** in the **prescribed OIL’s format** as under:

a) 1st Performance Security @10% of PO value of the Equipments + Installation & Commissioning + Training charges shall be submitted within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. The Performance Security shall be valid for the Warranty Period of 1(one) year from the date of successful commissioning, plus 3(three) months.

b) 2nd Performance Security @ 10% of AMS value shall be submitted before expiry of 1st Performance Security. The Performance Security shall be valid for the AMS period of 4 years, plus 3(three) months.

Bidders should undertake in their bids to submit Performance Security as stated above.

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

However, PBG will be applicable only if value of Purchase Order exceeds Rs 5(five) Lakhs.

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

viii) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

ix) A bid shall be rejected straightway if it does not conform to any one of the following clauses:

(a) Validity of bid shorter than the validity indicated in the Tender.

(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

(d) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.

x) Delivery:

1. Materials: Within 90 days of receipt of formal purchase order.

2. Installation and commissioning: Within 30 (thirty) days of receipt of materials at OIL, Duliajan.

NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF BID SECURITY/EMD AND PBG

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in Oil's tender issuing office:

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- (ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code - UTIB0001129, Branch Address - AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District - Dibrugarh, PIN- 786602

2.0 BID EVALUATION CRITERIA (BEC)

The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

A) TECHNICAL:

- i) The bids will be evaluated as per NIT specifications, terms & conditions.
- ii) For evaluation of bids, cost of all items shall be considered together.

B) COMMERCIAL:

- i) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.
- ii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- iii) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of NIT.

-----XXXX-----

TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI0726P19 DT: 02.03.2019

	Complied / Not Complied. (Remarks if any)
<p><u>ITEM NO. 10</u></p> <p><u>VIDEO CONFERENCE SET (QTY: 1 No.)</u></p> <p><u>Technical Specification for Video Conference Solution:</u></p> <p>1. Make and Model: The bidder must specify the make and model and provide the OEM datasheet for the same.</p> <p>2. General Description: The proposed system must support PAL with a PTZ camera. The codec must be based on ITU standards. The Video Conference End Point should be a codec based hardware. All components of the Video Conference system like Codec, Camera, Display, Trolley and Microphone must be from the same OEM. The offered solution unit must be integrated packaged solution with Dual 65-inch OEM integrated HD LED Display, microphones, integrated HD sound speakers, integrated Pedestal Mount and Videoconferencing 1080p codec.</p> <p>3. Video Standards and Resolutions:</p> <p>i) The proposed VC solution must support H.323, SIP standards for communications.</p> <p>ii) The proposed VC solution must support H.261, H.263, H.264 AVC/ SVC, H.264 High Profile/H.265</p> <p>iii) The proposed VC solution must transmit both people and content both simultaneously to the far end location at minimum 1080p 30fps and 1080p 15fps respectively.</p> <p>4. Content Standards and Resolutions:</p> <p>i) The proposed VC solution must support content sharing using standard based H.239 and BFCP over SIP. It should also support audio from PC used for content sharing.</p> <p>ii) It must transmit both people and content both simultaneously to the far end location at 1080p 30fps.</p> <p>5. Audio Standards and Features:</p> <p>i) The proposed VC solution must support G.711, G.728, G.729A, G.722, G.722.1, AAC-LD or better</p> <p>ii) It must support 20kHz or better bandwidth with crystal clear audio and stereo sound.</p> <p>6. Video and Audio Inputs:</p> <p>i) Minimum 1 HD input for connecting HD cameras</p> <p>ii) 1 x HDMI input for connecting PC/Laptop to share HD content</p>	

- iii) 1 x Microphone Input
- iv) 1 x 3.5mm stereo line-in

7. Video and Audio Outputs:

- i) 2 x HDMI output for connecting dual display monitor
- ii) 1 x 3.5 mm stereo line-out

8. Other Interface:

- i) 1 x 100/1000 LAN port
- ii) 2 x USB 3.0

9. HD Camera:

- i) The proposed VC solution must support 1080p 60fps with 10x optical zoom.
- ii) It must be capable of enhancing video conferencing experience with advanced face, voice and movement recognition technology such that it automatically scans the room and seamlessly commands the main camera to appropriately frame the users during a call without any manual intervention.
- iii) It must support PAN Range of +/-90°, and Tilt of +12/-14°
- iv) Two cameras must be provided with VC set. One for overall view and one for speaker tracking (face-recognition).

10. Network Features:

- i) H.323 and SIP bandwidth up to 6 Mbps
- ii) IPv4 and IPv6 support from day one

11. Multi-Site Features:

The VC system must be able to connect to at least 5 sites simultaneously at HD resolution from Day 1. Licenses (if any) must be factored & supplied.

12. Security:

Media Encryption (H.323, SIP): AES-128, AES-256

13. Other Standards:

H224/H.281, H.323 Annex Q, H.225, H.245, H.241, H.239, H.243, H.460

14. Other Features:

- i) The proposed VC solution must be interoperable with all standards based video endpoints, gatekeepers, and multipoint conferencing platforms. OIL India has CISCO firewall traversal solution deployed already as part of core infrastructure. The solution should enable secure intra-office, inter-office, mobile video collaboration and communication to VC system of other organisations.

15. Warranty: 1-year on-site warranty must be provided. OEM part code (if any) for the same must be mentioned.

ITEM NO. 20**INSTALLATION & COMMISSIONING (QTY: 1 AU)**

1. Installation and commissioning of the Video Conference System and other equipment ordered have to be carried out within 30 (thirty) days of receipt of materials at OIL, Duliajan.
2. The bidder has to ensure that the systems will work with our existing VC systems (CISCO M800, Poly-Com Real presence, HDX7000, HDX8000) installed at Duliajan, Noida, Kolkata, Pipeline Office at Guwahati, Jodhpur and Kakinada offices.
3. The System should be integrated with OIL's CISCO Recording and Streaming server (RSS) installed at Duliajan office.
4. Installation and commissioning will be considered complete only when it is duly certified by OIL.
5. The bidder has to quote separately for Installation and Commissioning charges.

ITEM NO. 30**TRAINING (QTY: 1 AU)**

1. The bidder has to organize an on-site training on configuration and operation of all the supplied equipment to four (4) personnel of Oil India Limited immediately after installation and commissioning.
2. The training has to be provided in one session at OIL, Duliajan for a minimum of 1 (one) day.
3. The bidder has to quote separately for Training Charges.

ITEM NO. 40**ANNUAL MAINTENANCE SERVICE FOR 4 YEARS (QTY: 1 AU)**

1. The bidder must quote for on-site **Annual Maintenance Service (AMS)** for all supplied equipment on per year basis, for a period of **4 years**.
2. OIL **reserves the right** to enter into a **separate contract with the vendor** for the **04 years AMS** after the expiry of the initial 1 year warranty period, at the price quoted in their offer against this tender, and as per the terms & conditions of the tender. The AMS shall be processed by OIL's Contracts Department.
3. AMS will start after successful completion of the warranty period. Necessary part code for AMS must be mentioned.
4. AMS will include supply of all spares.
5. The quoted AMS charges will be considered for Bid Evaluation.
6. The bidder has to rectify any fault including replacement of spare parts within 120 hrs. of reporting the failure.
7. The bidder has to provide the contact address and phone numbers of person/ persons who will be responsible for coordinating the Warranty and AMS activities at OIL, Duliajan as a single point contact for OIL.
8. The bidder must supply and install all upgrades/ new release of supplied software/ firmware/ drivers etc. during the AMS period.

9. The bidder's engineer has to visit once in a quarter onsite at Projects Department, OIL, Duliajan to carry out a routine health check-up of the offered solution. The bidder has to rectify any observed deficient configurations/issues etc. during his inspection visit. The inspection report along with corrective measures taken has to be shared with respective officer at Projects Department, OIL, Duliajan.	
--	--

Special Notes:

A) Confidentiality Agreement:

1. OIL Confidentiality and **Non-Disclosure Agreement (NDA)** will be applicable and bidder has to submit Non-Disclosure Agreement as per given format duly signed & sealed by the authorized signatory of the bidder.

B) General Terms and Conditions:

1. The bidder must mention make and model/part code of each quoted item along with technical datasheets from OEM otherwise the offer will be rejected.
2. The proposed Video Conference solution must have **minimum of 5 years of end of support/end of life from the date of bid closing**. OEM certificate to this effect must be submitted along with the bid. OEM should also certify for the availability of spares for next five years.
3. **Bid(s) not complying with Technical Specifications, Delivery, Installation & Commissioning, Training, AMS, Warranty and Payment clauses will be rejected.**
4. **The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies, (in original), from OEM, as per Annexure-B, should be attached, stating that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer will be rejected.**
5. All quoted items must be from the same OEM.
6. At the time of delivery if the quoted model becomes obsolete, then bidder should replace it with latest model of same configuration or higher within the same quoted price and terms & conditions after approval from competent authority in OIL.
7. The bidder must designate a **Single Point of Contact** for all Warranty and AMS related matters whose Name and contact details should be furnished before completion of installation and commissioning of all the items.

C) Special Terms and conditions:

1. The system should be integrated with our existing VC Setup comprising of Cisco Meeting Server. The system should be able to talk to all the systems in our organization currently being used (Currently our environment contains Cisco M800 and Polycom Realpresence, HDX7000 and HDX8000 VCs).
2. The proposed Video Conference system must work with VC system of other organisations over Internet on standard protocols like SIP, H.323 through NAT in firewall. Necessary modules/ accessories must be supplied to enable this feature of Video Conference systems.

D) Delivery:

1. Items ordered will have to be delivered at OIL, Duliajan within 90 days of receipt of the purchase order.
2. Installation and commissioning of the Video Conference System and other equipment ordered will have to be carried out within 30 (thirty) days of receipt of materials at OIL, Duliajan.

E) Warranty:

1. The bidder has to provide **minimum 1 year on site comprehensive warranty** for all material supplied from the date of successful commissioning of the VC systems at OIL, Duliajan. Necessary part code for warranty must be mentioned.
2. The bidder must supply and install all upgrades/ new release of supplied software/ firmware/ drivers etc. during the warranty period.

F) Payment Terms:

1. 70 % of material cost will be paid on completion of delivery of all items as per OIL's delivery instructions mentioned in this NIT.
2. 30 % of material cost will be paid after completion of the following:
 - i) Successful installation & commissioning of the Video Conferencing facility at OIL, Duliajan.
3. Installation & commissioning and Training charges will be paid only after successful completion of
 - a. Completion of installation & commissioning at OIL, Duliajan.
 - b. Completion of training
4. AMS charges will be paid on quarterly basis from the date of start of AMS services, and after successful completion of AMS services for that period.
5. All Invoices must be sent to OIL, Duliajan clearly mentioning the purchase order and period of billing.

G) Penalty Terms:

a) Penalty due to delay in Installation and Commissioning:

If installation and commissioning is delayed beyond 1 month from the day of delivery for reasons not attributable to OIL, an amount at the rate of Rs. 1000/- per day would be recovered from the remaining 30% of payment against delivery. However, the recoverable amount would not exceed 15% of the remaining amount against delivery.

b) Penalty during AMS period:

During the AMS/Warranty period, any failed device shall have to be repaired/ replaced with a new/ standby device within 120 hrs. of reporting the failure. Necessary configuration of the replacement device for proper operation of the device will be the responsibility of the successful bidder. During the AMS/Warranty period, the engineer attending the call shall have to submit a call report mentioning nature of the fault, action taken, any replacement of parts, serial no. of replaced equipment, serial number of replacement equipment and any other details of the call to OIL. The report has to be duly signed by OIL engineer and then only the call shall be considered as attended.

Failure to rectify the given problem will attract a penalty of Rs. 1000/- per day up to a maximum of 15% of quarterly AMS bill.

=====*****=====

Note:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of NIT.

Technical Bid Checklist**Annexure-EEE**

Tender No.			
Bidder's Name :			
		Compliance by Bidder	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable) ?		
3	Confirm that you shall submit Performance security (in the event of placement of order) (Wherever Applicable) ?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable) ?		
5	Confirm that you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)		
6	Confirm that you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.		
7	Confirm that the bid has been signed using Class 3 digital certificate with Organisation's Name as per NIT.		
8	Confirm that you have not taken any exception/deviations to the NIT .		

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

Response Sheet**Annexure-FFF**

Tender No.
Bidders Name

Bidders Response Sheet

SI No.	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Whether you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)	
10	Whether you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.	
11	Delivery Period in weeks from placement of order	
12	Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.	
13	If bidder is MSE whether you have quoted your own product	
14	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your
Bank :.....
IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
VAT Registration No. :.....
CST Registration No. :.....
Service Tax Registration No. :.....
Provident Fund Registration :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal

.....
Signature of Vendor

**Counter Signed by Banker:
Seal of Bank:**

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.

Annexure-A

Sample authorisation letter from OEM
(To be typed on the letterhead of OEM)

Ref. No _____

Date _____

The GM (Materials)
Oil India Limited,
Duliajan-786 602

Sir,

Sub: Authorisation Certificate

Ref: Your tender enquiry No. _____ Dated _____.

We hereby authorize M/s _____ to quote and provide onsite warranty support, including replacement of spares, for the above tender, on our behalf.

This certificate is valid up to _____ (18 months from the date of submission of offer).

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here)

Annexure-B

Sample undertaking of authenticity letter from OEM

(To be typed on the letterhead of OEM)

Ref. No _____

Date _____

The GM (Materials)

Oil India Limited,

Duliajan-786 602

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. _____ Dated _____.

With reference to the equipment being quoted to you vide our quotation No. cited above, we hereby undertake that all the components/ parts/ assembly/ software used in the equipment, shall be original, new components/ parts/ assembly only, from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, are being used or shall be used.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/ Software billed, we agree to take back the equipment without demur, if already supplied and return the money, if any, paid to us by you in this regard.

We also take full responsibility of both Parts & Service SLA as per the content, even if there is any defect by our authorized Service Centre/ Reseller/SI, etc.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

Affix Seal of the Organization here)

PRICE SCHEDULE**TENDER NO: SDI0726P19 DATED 02.03.2019****ANNEXURE -HHH**

Item no.	ITEM DESCRIPTION	A		B		C=AxB		D	E=C+D
		QTY	UOM	UNIT PRICE (In Rs.)	HSN/SAC code	Total Price Excluding Taxes (In Rs.)	GST (in % of C)	GST Amount (Rs.)	TOTAL PRICE including taxes (in Rs.)
10	Video Conference Set	1	No.						
20	Installation And Commissioning against item 10	1	AU						
30	Training	1	AU						
40	Annual Maintenance Services for 4 years	1	AU						
Total price of all the above items (In Rs)									
Total Freight Charges inclu. GST Code (In Rs)									
Total Insurance Charges inclu. GST Code (In Rs)									
Any Other Charges with GST and HSN/SAC code (In Rs) [If any other charges are quoted, Bidders must explicitly mention details thereof]									
Total FOR Duliajan Price (In Rs)									

NOTE:

- The total cost of all the above items together shall be considered for ascertaining the lowest price received against the tender.**
- Bidders should fill up, sign and upload the price breakup of all the items as per “Annexure HHH” under “Notes & Attachments” > “Attachments” only. The filled up price breakup of all the items should not be uploaded in Technical RFx Response folder.
- Bidders may include additional rows and columns in this document to show the prices quoted by them.
- In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- Taxes, if any, should be quoted separately. If taxes etc. are not shown separately the offer will be considered to be inclusive of all taxes, duties etc. and will be binding on the bidder.
- AU = Activity Unit. Bidders should quote total price of the items wherever unit is 1 AU.**
- Prices should be quoted in INR only.
- If any other charges are quoted, Bidders must explicitly mention details thereof.

NON-DISCLOSURE AGREEMENT

BETWEEN

Oil India Ltd (OIL), a company incorporated under the Companies Act, 1956 and having its registered office at Duliajan, Assam – 786602, hereinafter referred to as “**OIL**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the **ONE PART** and

AND

_____ a company incorporated under the Companies Act, 1956 having its registered office at _____ . (hereinafter referred to as “_____” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**;

OIL and _____ are hereinafter collectively referred to as the “Parties”.

WHEREAS, the Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Project**”).

The Parties wish to ensure that all such confidential information disclosed by either party will be held by the party who has received it in confidence and used solely in connection with their cooperation.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1. DEFINITION

For the purpose of this Agreement,

ARTICLE-1: CONFIDENTIAL INFORMATION

“Confidential Information” shall mean and include any information of any nature (commercial, technical, marketing, financial, etc.) in any form including but not limited to copy, abstract, sample, note or module, disclosed by either party (the “Disclosing Party”) to the other party (the “Receiving Party”) within the scope of the Project, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

ARTICLE 2. CONFIDENTIALITY

2.1 The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive after any expiration or termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

- i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;
- ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);
- iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and
- iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

- v) to disclose confidential information to consultants engaged by receiving Party provided such consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

2.2 Neither **OIL** nor _____ shall disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them, or (ii) the fact that Confidential Information have been made available to it or that it

has inspected any portion of the Confidential Information, without the prior written consent of the other party, unless required to do so by applicable law or regulation.

In the latter case, prior to disclosure of any information concerning the existence of the cooperation, the party obliged to make a disclosure shall inform the other party of the reason and proposed content of such disclosure and shall written consent thereon.

ARTICLE 3. EXCEPTIONS

The obligations set forth in **Article 2** of this Agreement shall not apply to Confidential Information which:

- i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain) ;
- ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or
- iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or
- iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.
- v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general

information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

ARTICLE 4. RETURN OF DOCUMENTS

Upon the expiration of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS

5.1 Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any

5.2 Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.

5.3 Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.

5.4 Other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

ARTICLE 6. NO WAIVER OF RIGHT ON DELAY

6.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

ARTICLE 7. APPLICABLE LAW – JURISDICTION

7.1 All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act.

7.2 The arbitration shall be conducted in English. The arbitral tribunal shall have its seat in **Guwahati** or any other place as may be mutually agreed by both the parties. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.

7.3 The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

ARTICLE 8. DURATION

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **four (4)** years starting from such date. The obligations set forth in Article 2 hereof shall survive the expiration of this Agreement for the period specified in such Article.

ARTICLE 9. COMPLETE AGREEMENT

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii)

supersedes all related discussions and other communications between the Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

ARTICLE 10. PUBLICATIONS

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

ARTICLE 11. REMEDIES

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written hereunder.

Made on _____, at _____(Place)

On behalf of OIL

On behalf of _____

Signature : _____

Signature : _____

Name:

Name:

Designation:

Designation: