

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

CORRIGENDUM NO. 19 DATED 22.10.2021 TO E-TENDER NO. CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India'.

This Corrigendum is issued for incorporation of the following details against the referred tender:

1. The following document has been newly uploaded in the "Amendments" folder in E-portal:
 - Format for MOU (For technical tie-up against Tender No. CDH6605P21).
 - PROFORMA-ZZ (Undertaking for engaging/deploying the services including key personnel).

All other terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

[To be submitted on Non-judicial Stamp Paper of min. Rs. 50/-]

Memorandum of Understanding (MoU)

for

Technical Tie-up against Tender No. CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India'.

This **MOU** is entered on ____ day of _____, in the year 20__ in _____ (place of signing of agreement) between _____, a company incorporated in _____ (Name of the country of incorporation) having its registered office at _____ (hereinafter referred to as "_____") which expression unless repugnant to the context or meaning thereof, be deemed to mean it includes its successors and permitted assigns) represented by Mr/Ms _____, _____ (name, Designation) as its authorized signatory herein after referred to as First Part.

And

_____, a company incorporated in _____ (Name of the country of incorporation) having its registered office at _____ (hereinafter referred to as "_____") which expression unless repugnant to the context or meaning thereof, be deemed to mean it includes its successors and permitted assigns) represented by Mr./Ms. _____, _____ (name, Designation) as its authorized signatory herein after referred to as Second Part.

Individually referred to as a "Party" and collectively referred to as the "Parties"

Whereas, Oil India Ltd. ("OIL") an Indian company owned by the Government of India having its registered office at Duliajan – 786602 (Assam) and engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG, has invited Tender bearing No. **CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs**

deployed in Company's operational areas within north-east region of India'
(hereinafter referred to as 'Project').

Whereas, as per the terms of the Tender, the bidder requires to provide services of **'Real-Time Data Aggregation and Real-Time Data Analytics'** for real time monitoring of Drilling Operation, in addition to various other services, as specified in the Scope of the Contract.

Whereas "..... (name of bidder)" qualifies under the requirements of the Tender to bid and accordingly, has submitted its bid against the aforementioned Tender.

Whereas, "..... (name of bidder)" does not have the experience of providing services of **'Real-Time Data Aggregation and Real-Time Data Analytics'/'Real-Time Data Aggregation'/'Real-Time Data Analytics'** (strike out whichever are not applicable) for real time monitoring of Drilling Operation, as required under the Tender and hence, desirous to enter into Technical tie-up with ".....(name of Technical Tie up Partner)" through this MOU, so as to meet the technical requirement of the Tender and subsequent execution of the PROJECT in case of award of PROJECT for the services including personnel for **'Real-Time Data Aggregation and Real-Time Data Analytics'/'Real-Time Data Aggregation'/'Real-Time Data Analytics'** (strike out whichever are not applicable) for real time monitoring of Drilling Operation. Both the parties agree that during the tenure and subsistence of this AGREEMENT, they shall not enter into similar AGREEMENT with other parties for the same.

Whereas, each Party has agreed to perform their individual scope of work as provided in 'Annexure-A' hereto should "....." (Bidder) emerge as the successful bidder in the Tender. Accordingly, Parties have mutually agreed to co-operate with each other with reference to the bid of the Tender on the terms and conditions specified herein below.

NOW THEREFORE, the Parties hereto decide and agree collectively as follows:

1. Each Party agree to co-operate in good faith and commit to the provision of capable and adequate resources as required for the execution of the individual scope of work as provided in 'Annexure-A' hereto, should a contract be awarded to "....." (Bidder).
2. This Agreement is applicable to the PROJECT and shall be binding on the parties for the entire contract period in case of PROJECT award. Notwithstanding the Agreement, the responsibility of completion of PROJECT under the contract will be with the Bidder.
3. "....." (Bidder) shall coordinate with OIL directly during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving disputes/misunderstandings/undefined activities, if any;

4. "....." (Technical Tie up Partner) shall deploy their services including key personnel and technology at the PROJECT for **'Real-Time Data Aggregation and Real-Time Data Analytics'/'Real-Time Data Aggregation'/'Real-Time Data Analytics'** (strike out whichever are not applicable) for real time monitoring of Drilling Operation, as per the Tender/Contract requirement and shall be obligated to provide the services as required under the Scope of the Contract.
5. Notwithstanding above, ".....", being the bidder, hereby confirms unconditional acceptance of full responsibility of executing the scope of work attached to the Tender. Bidder shall on behalf of the Parties co-ordinate with OIL during the period of execution of contract (if awarded to ".....") and "....." (Bidder) shall also be responsible for resolving the disputes, if any, amongst the Parties, which may arise during execution of the Contract.
6. Both "....." (Bidder) and "....." (Technical Tie up Partner) agrees that during the tenure and subsistence of this AGREEMENT, they shall not enter into similar AGREEMENT with other parties for the same "PROJECT".
7. "....." (Bidder) shall not assign or part with any of its rights or obligations under this Agreement to any third party, without the prior approval in writing from "OIL".
8. All data, information or reports furnished by "....." (Technical Tie up Partner) to "....." (Bidder) pursuant to this agreement, shall be treated as confidential and Main Bidder shall not disclose the contents thereof to any third party without the prior consent in writing of "....." (Technical Tie up Partner)", it being understood that the obligation of 'Bidder' as to confidentiality under this clause shall survive even after termination or expiration of this Agreement;
9. This MoU does not constitute any form of partnership, joint venture, association, fiduciary relationship, company or other form of legal entity between the Parties;
10. This MoU for the said tender is irrevocable and shall be kept valid during the entire duration of Contract, including extensions, if any.
11. Roles & Responsibilities: Roles and Responsibilities of the "Bidder" and "Technical Tie up Partner" are annexed herewith as Annexure A.

In witness hereof, the parties have caused this 'MOU Agreement' to be executed in duplicate by their duly authorized representatives and attested in their respective

signatures to be hereunder affixed as on the day and year herein above first mentioned.

AGREED TO:

For and behalf of _____

For and behalf of _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature : _____

Signature : _____

Date: _____

Date: _____

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

ANNEXURE-A

Roles & Responsibilities:	

[On Company's Letter Head]

To,

**M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602**

UNDERTAKING

This has reference to your **Tender No. CDH6605P21** dated 31.03.2021 on the subject "enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India (e-RTMAC for drilling operations)".

We.....(Name of the Company) hereby undertake that, in the event of award of contract on us against the above tender, we shall engage/deploy the **services including key personnel** for '**Real-Time Data Aggregation and Real-Time Data Analytics**'/'**Real-Time Data Aggregation**'/'**Real-Time Data Analytics**' (strike out whichever are not applicable) from our **Technical Collaborator/Joint Venture Partner/Subsidiary/Parent company**/(strike out whichever are not applicable), on whose technical strength we are meeting the primary Technical Experience requirement of the said services as per the tender qualifying criteria, under BEC/BRC Technical experience clause no. 1.1.2.

Signature:

(Name & Designation of Authorized person)

(Name & Address of Company)

Date: