

ONGC VIDESH LIMITED
(ONGC OVERSEAS)

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OVL/7//Iraq/Data Digitization/396/2009

Date: 18 Jan, 2009

Dear Sir,

We are enclosing herewith Request for proposal (RFP) for digitization of well log and seismic data of Iraq oil fields for Iraq petroleum licensing round. The RFP consists of the following chapters:

1. Chapter 1 Introduction & Scope of Work
2. Chapter 2 Instructions to Bidders
3. Chapter 3 Price Bid Format
4. Chapter 4 Bid Evaluation Criteria
5. Chapter 5 General Contract conditions

You are requested to submit your proposal latest by 22.01.2009, 1400 hrs. (IST) through email at the address tender396@ongcvidesh.in. The same shall be followed by hard copy through post/courier at above address.

Please do not copy your proposal to any other email address.

We look forward to receive your proposal.

With best regards

(S. R Biswas)

REQUEST FOR PROPOSAL

(Ref no. OVL/7/I/Iraq/Data Digitization/396/2009)

Data Digitization for Iraq petroleum licensing round

January' 09

**ONGC Videsh Limited
New Delhi**

CHAPTER 1 - INTRODUCTION AND SCOPE OF WORK

1 The Company

ONGC Videsh Limited (ONGC-VL) is a fully owned subsidiary of India's premier upstream hydrocarbon company Oil & Natural Gas Corporation Limited (ONGC). The mission of ONGC-VL is to explore the globe for energy with the objective to make India self sufficient in hydrocarbons through equity oil overseas. Accordingly, ONGC-VL is engaged in acquiring exploration and production acreages abroad to augment country's hydrocarbon acreages.

2. Scope of work

ONGC-VL intends to award the work of digitization of well log and seismic data of Iraq oil fields for Iraq petroleum licensing round as per the scope of work indicated below.

The scope of work is to vectorise the scanned image data, to digital files and to prepare the data for workstation loading and evaluation.

The dataset will consist of the vectorised seismic, shotpoint and digital well log data from the packages where the image dataset permits. These digital Seg-Y, UKOOA and LAS files will be delivered in preparation for rapid workstation evaluation and interpretation.

The final digital dataset will comprise:

Seismic sections	Seg-Y (One version of each line in an area)
Wells	LAS (Up to 6 key curves will be digitised from each well).
Shot Point Basemaps	UKOOA ASCII (Only those lines vectorised will be digitised from the supplied basemaps and where the basemap source material allows).

The preferred six well curve set to be digitized will consist of: Sonic, Gamma, Resistivity * 2, Density and Neutron where these curve sets exist.

Quantum of work

S.No.	Area	No. of Wells	2D Seismic Data (LKM)
1	West Qurna	220	500
2	Zubair	180	500
Total		400	1000

Note:

- i. The quantum of work is indicative. It may vary depending on the requirement and the curves available in the well logs.
- ii. An interval of 250 mts in the zone of interest is required to be digitized for the log curves in all the wells.
- iii. The rates for digitization of well log data will be on per curve basis and 6 curves will be digitized depending on the availability of curves in a particular well log data.

2.1 Deliverables

- (i) Seismic sections in SEG-Y format on DVD.
- (ii) Well logs in LAS format on DVD, consisting of spliced logs to form single runs. curves to be digitised include: Sonic, Gamma, Resistivity * 2, Density and Neutron, source data permitting.
- (iii) Navigation (x,y co-ordinates for each seismic line and well) in UKOOA – flat ASCII format on DVD.

In addition to above – Incremental deliveries will be made via FTP where possible.

2.2 Turnaround time (Delivery period)

Turnaround time to complete the digitization job and submit all the deliverables as per scope of work shall be 21 days from the day the input data are received by the vendor. Vendor may submit the deliverables in 2/3 installments within this dead line period

CHAPTER 2 - INSTRUCTIONS TO BIDDERS

1. The bid must reach us latest by 22.01.2009, 1400 hrs (IST) at mail address tender396@ongcvidesh.in.
2. The bidder shall be responsible for all costs associated with the preparation of this proposal, if any regardless of the conduct or outcome of the bidding process.
3. The Bidders are to quote firm prices in any currency.
4. In case of any dispute, whatsoever in connection with RFP, the decision of ONGC-VL shall be final and binding on all the bidders.
5. This document is non-transferable. The invitation and all communications pursuant to its terms are confidential and are not to be disclosed to any person other than the addressee without prior written consent of ONGC-VL.
6. All correspondence and documents related to this offer shall be written in English language only.
7. Bids qualified by vague and indefinite expressions shall not be considered.
8. No advance payments will be made.
9. The proposal submitted by the bidder shall be valid for acceptance for a period of 30 days from the opening date of bid. Bidders shall confirm unconditional acceptance of the validity of the bids for a period of 30 days from the date of bid opening.

Chapter 3 - Format

Bidders are required to submit the price proposal in the following format:

Sr.N.	Description	Unit	Qty	Rate/unit	Amount
1.	Vectorisation/digitization of seismic data , as per scope of work given at Chapter 1 of RFP	LKM	1000 LKM		
2.	Vectorisation/digitization of well log data as per scope of work given at Chapter 1 of RFP	curve	2400 curves		
3.	Courier charges, if any (for DVD)				
4.	Insurance charges upto Delhi, if any				
5.	Service tax/ VAT etc, Extra				
6.	Total				

Note:

1. Seismic: Prices should be per LKM basis and inclusive of providing shot point navigation data in UKOOA format.
2. Wells: Prices should be per curve of 250 mtr interval, and curve selections to be digitized include Sonic, Gamma, Resistivity*2, Density and Neutron, where these curve sets exist.
3. Bidder can quote in any currency.
4. The rates mentioned at Sl. No. 1 and 2 above must include all taxes and duties arising out of this work in any country including India. Foreign Bidders are hereby informed that it is unlikely that any withholding income tax will be applicable in India. Therefore foreign bidders may consider zero Indian Income Tax while quoting rates. However in case any Indian Tax becomes applicable on foreign bidders at the time of payment, the same shall be reimbursed by ONGC-VL. ONGC-VL shall pay the amount net of withholding tax to foreign bidders as applicable under the provisions of the Indian Income tax and rules made there under and other applicable laws i.e Foreign Contractor will be paid net quoted fee because any tax if deducted shall be reimbursed by ONGC-VL. Foreign bidders should note that any tax in any country outside India shall be on their account. Withholding tax applicable on Indian bidders will be deducted from their payment and corresponding TDS certificate will be issued to them.

Tenderer's Signature

Date:

Seal:

CHAPTER 4 – BID EVALUATION CRITERIA

Bidders are requested to comply with the following criteria:

- 1 Bid should be submitted strictly as per the price format given in Chapter 3 of RFP
- 2 Bidders not submitting the bid in this format will be rejected
- 3 The Bidders are to quote firm prices.
- 4 Bidder must accept the following turnaround time, failing which their bid shall be rejected:

Turnaround time to complete the digitization job and submit all the deliverables as per scope of work shall be 21 days from the day the input data are received by the vendor. Vendor may submit the deliverables in 2/3 installments within this dead line period

- 5 Material changes in the proposal terms will not be permitted after submission of the proposal.
- 6 ONGC-VL would evaluate and compare the bids on all inclusive total price basis. Bidders to indicate applicable service tax in the price format separately. However in case foreign bidders fail to indicate service tax, their price shall be loaded by the applicable rate of service tax for bid evaluation purpose.

However, ONGC-VL reserves the right to accept higher bid

- 7 Closing B.C selling rate as on one day prior to tender opening date, declared by S.B.I, will be considered for conversion of foreign currency to Indian Rs for the purpose of evaluation and comparison of bids
- 8 Bids taking any exception to scope of work and any conditions shall be rejected.
- 9 The successful bidder is required to enter into a confidentiality agreement at the time of receiving data/ information/ documents from ONGC-VL after award of work. Bidders not agreeing to this shall be rejected straightaway.
- 10 The payment shall be made within 30 days from the date of receipt of original invoice without any deficiencies (with supporting documents, if any) after deduction of tax at source (if applicable) as per the Indian statutory provisions.
- 11 No advance payment will be made. Any bidder taking exception to this shall be rejected.
- 12 ONGC-VL reserves the right to accept any or all the bids without assigning any reasons.
- 13 BEC overrides all other similar clauses appearing anywhere in the RFP.

CHAPTER 5 –GENERAL CONTRACT CONDITIONS

1. Payments.

(i) The currency of the contract will be [Currency as quoted]

(ii) Payments by ONGC-VL to the Contractor shall be made within 30 days from the date of receipt of original invoice (without any deficiencies).

2. Tax

The rates must include all taxes and duties arising out of this work in any country including India. Foreign Bidders are hereby informed that it is unlikely that any withholding income tax will be applicable in India. Therefore foreign bidders may consider zero Indian Income Tax while quoting rates. However in case any Indian Tax becomes applicable on foreign bidders at the time of payment, the same shall be reimbursed by ONGC-VL. ONGC-VL shall pay the amount net of withholding tax to foreign bidders as applicable under the provisions of the Indian Income tax and rules made there under and other applicable laws i.e Foreign Contractor will be paid net quoted fee because any tax if deducted shall be reimbursed by ONGC-VL. Foreign bidders should note that any tax in any country outside India shall be on their account. Withholding tax applicable on Indian bidders will be deducted from their payment and corresponding TDS certificate will be issued to them.

3. Compliance with Laws

The contractor shall comply with all laws and regulations in the performance of the Contract.

4. Arbitration

(i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or this Contract arises between the parties hereto at any time in connection with construction, meaning, operation, effect, interpretation or out of the Contract or breach thereof, the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators.

Both the parties shall appoint one Arbitrator each and the Arbitrators so appointed shall appoint the Third Arbitrator who will act as presiding Arbitrator.

(ii) The Arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of Indian Council of Arbitration and the provision of the Indian Arbitration and Conciliation Act 1996, and any statutory modification or re-enactment in lieu thereof shall apply to the Arbitration proceedings. The Arbitral Tribunal shall make a reasoned award which shall be final and binding on both parties. The venue of the arbitration shall be New Delhi.

(iii) The fees, cost and other expenses incidental to the reference including the administrative fee and arbitrator's fee shall be in accordance with the Rules of Arbitration of Indian Council of Arbitration.

6. Force Majeure

(i) The term 'Force Majeure' as employed herein shall mean act of God, revolt, riot, fire, flood, war and acts and regulations of respective Governments of the two parties, namely ONGC-VL and the Contractor.

(ii) In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract (when concluded), the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.

(iii) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

(iv) In the event of the Contractor being unable to perform its obligations due to Force Majeure as above, the Contractor shall help ONGC-VL by making alternative arrangements as far as it can, so that the work does not suffer.

(v) In case Force Majeure conditions lasting more than 60 days ONGC-VL shall have the right to terminate the Contract.

7. Applicable Law

The Contract including all matters connected with this Contract, shall be governed by the Indian Laws both substantive and procedural, for the time being in force and as amended from time to time and shall be subject to the exclusive jurisdiction of Indian Courts and New Delhi.