

**GOVERNMENT OF RAJASTHAN  
DIRECTORATE OF PETROLEUM**

401, Khanij Bhawan, Tilak Marg, JAIPUR  
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**NOTICE INVITING TENDER**

No.DP/OIDB/F-266/2008-09

Dated 21<sup>st</sup> June, 2011

Sealed tenders are invited in two parts (Technical and Price Bid) from reputed & experienced contractors/public sector undertakings for drilling & geophysical logging of coreholes having experience of similar nature of work. Technical specifications of work are given in the Tender document.

Brief Description	Quantum	Estimated Cost	EMD	Contract Period
Drilling & testing of coreholes of 600 mt to 800 mt depth or depending on the depth of reflectors obtained by results of High Resolution Seismic Survey in Bikaner (Rajasthan), are to be carried out for assessing the contents of CBM in selected locations depth wise and to study parameters that control the resource & flow of CBM.	4 coreholes (Meterage as per requirement)	300 Lakhs	Rs.6.00 Lakhs by Demand Draft	9 Months
Cost of Tender document is Rs 5000/- by Demand Draft of a scheduled bank in favour of Director, Department of Petroleum, Jaipur. Tender document is Non-Transferable.				
Period & Place of sale of documents: Director, Department of Petroleum, 401, Khanij Bhawan, Tilak Marg, Jaipur or download from our website <a href="http://www.petroleum.rajasthan.gov.in/">www.petroleum.rajasthan.gov.in/</a>	From 21.06.2011 to 02.08.2011 up to 1.00 PM in cash or by DD. In case down loaded from website, tender fee to be deposited with the bid.			
Pre- bid Meeting	18.07.2011* at 11.00 AM at Directorate of Petroleum, Jaipur			
Last Date & Time of Submission of bid	02.08.2011* up to 3.00 PM			
Opening of Technical Bid	08.08.2011* at 3.30 PM			

\* In case of holiday on the date, the next working date shall be considered.

Qualification/Evaluation Criteria & other terms & conditions are given in tender document for which please browse our website [www.petroleum.rajasthan.gov.in](http://www.petroleum.rajasthan.gov.in) or contact undersigned at above address. Keep browsing our website till last date for updated information, if any. Tenders received without earnest money shall not be considered. The Directorate reserves the right to accept or change or reject any tender without assigning any reason.

**Principal Investigator & Director Petroleum**

## **SECTION-1**

### **1.0 INSTRUCTIONS TO BIDDER**

#### **1.1 Objective of work**

- 1.1.(i) Confirmation of Seismic Reflectors as lignite based on the outcome of HRSS activities undertaken in Bikaner-Nagaur Basin under Phase-I.
- 1.1.(ii) Investigation for the occurrence & thickness of deep-seated lignite seams in Bikaner Basin and to examine presence of CBM in them.
- 1.1.(iii) To assess the contents of CBM in 4 selected locations depth wise.
- 1.1.(iv) To study parameters that control the resource & flow of CBM-like Depth, Rank of Coal/Lignite, Fracture pattern, Porosity & Permeability, Adsorption characteristics, Cleating, Maceral Content, Composition, Thermal History Temperature, Pressure, Gas Content/Ton.

#### **1.2 Volume of work**

- 1.2.(i) Drilling of 4 coreholes in Bikaner having depth 600 mt to 800 mt depending on the depth of reflectors (subject to good results); including geophysical logging.

#### **1.3 Location**

- 1.3.(i) Bikaner Area of Rajasthan, near Ranasar-Anandgarh, Gurha, Jhajheu, Pithrasar Area. The co-ordinates of the 1<sup>st</sup> corehole shall be given after execution of the Contract.

#### **1.4 Time of Completion**

- 1.4.(i) Total time period of the contract is 9 months.

#### **1.5 Eligibility/Qualifying Requirement:**

- 1.5.(i) The basic qualification required to participate in the tender is that the key personnel of the bidder must have minimum operational experience as specified in Annexure-I in CBM coreholes drilling. Bidding company should have experience of carrying out about 5000 Meters drilling in sedimentary basins preferably in tertiary sediments including sandy areas.
- 1.5.(ii) Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements.
  - a) The bids, and in case of a successful bids, the form of agreement, shall be signed so as to be legally binding on all partners.
  - b) One of the partners shall be nominated as being in-charge, and his authorization shall be evidence by submitting a power of attorney signed by legally authorized signatories of all the partners.

- c) The partner in-charge shall be authorized to incur liabilities and receive instruction for and or behalf of any and all partners of the joint venture and the entire execution of the contract including payment that shall be done exclusively with the partner in charge.
- d) All partners of the joint venture shall be liable jointly & severally for the execution of the Contract in accordance with the contract items, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Agreement (in case of successful bid) : and
- e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

1.5(iii) Bid submitted by a limited company shall comply with following requirements.

- a) The bid, and in case of successful bid, the Form of Agreement shall be signed by an authorized person so as to legally bind the company. A written Power of Attorney shall be furnished along with the bid.
- b) A certified copy of the Memorandum and Article of Association of the Company should be submitted.

1.5(iv) Cost of Bidding

The Contractor shall bear all costs associated with the preparation and submission of his bid.

1.5(v) Site Visit

The Contractor is advised to visit and examine the site of work and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. All cost and liabilities arising out of the site visit shall be borne by the contractor and is also advised to examine the site for ascertaining drilling of coreholes for CBM for obtaining the required data.

1.5(vi) Bid Document

The bid documents shall comprise of following

- a) Notice Inviting Tender (NIT).
- b) Instruction to Contractor.
- c) General Conditions of Contract.
- d) Special conditions of Contract.
- e) Technical Specifications.
- f) Price Bid Schedule 1 & Schedule 2
- g) Annexure I to V

The Contractor is expected to examine carefully all instructions, conditions, terms specifications in the Bidding Document. Valid suggestions of Pre-Bid meet shall be communicated to the tenderes after the approval of competent authority of Directorate of Petroleum for incorporating the same in the tender document. Failure to comply with requirement of Bid submission will be at Contractor's own risk.

## **2.0 PREPARATION OF BID**

### **2.1 Language of Bid**

The bid prepared by the Contractor and all correspondence and documents relating to the bid exchange by the Contractor and Directorate of Petroleum shall be written in English Language.

### **2.2 Documents Comprising the Bids**

All Bids must be in the prescribed form of bid as prescribed in Schedule-1 & 2 of section V and shall include the following information. The Contractor shall prepare the Bid Document in Two Parts: - Part-I Techno-Commercial and Part-II Price Bid only.

**Part-I:** Consisting of information on eligibility and qualification as required under 1.5 to this end, all bids submitted shall include the following information.

- a) Copies of original documents defining the constitution or legal status, place of registration and principal partnership or, if a joint venture, of each party thereto consisting the Contractors:
- b) Details of the past performance of the Contractor (or of each party to joint venture) on works of a similar nature within the past five years, and details of current work in hand and other contractual commitments:
- c) Report on the financial standing of the Contractor (or of each party to joint venture) such as profit and loss statements, balance sheets and auditor's report for the past five years and estimated financial projection for the next two years.
- d) Latest Income Tax Return submitted by the Contractor to Income Tax Department.
- e) Details on vintage of major items of equipment proposed for use in carrying out the contracted assignment in the enclosed format (Format A of Annexure-IV).
- f) Technical write-up on execution plan of the contract, if awarded to achieve good quality CBM data highlighting the resources (equipment & personnel) utilization to

maintain minimum production guarantee output. The bidder has to submit a detailed report about the area. The bidder will deploy necessary equipments as per the logistic of the area. The report should also include the photographs of the area.

- g) The qualification and experience of the crew personnel for administration and execution of the Contract as per Annexure-I.
- h) Information regarding any current litigation in which the Contractor is involved.
- i) The E.M.D. by way of Demand Draft payable to Director Petroleum at Jaipur.
- j) And any other material required to be completed and submitted in accordance with the Instructions to Contractor embodied in these bidding documents.

**Part-II:** Price Bid Consisting of Price Schedule as per format with no other conditions.

The Schedules provided in this bidding document shall be used without exception.

## **2.3 Price Bid**

2.3(i) The Contractor shall fill in rates and prices for all items of works described in the Price Schedule, whether quantities are stated or not. Items against which no rate or price is entered by the Contractor will not be paid for by Directorate of Petroleum, hereafter referred as DP, when executed and shall be deemed to be covered by the other rates and prices in the Schedule of Rates.

2.3(ii) All duties, taxes and other levies are payable by the Contractor under the contract, or for any other cause and shall be included in the rates and prices in the Price Bid submitted by the Contractor. The evaluation and comparison of bids by the DP shall be made accordingly. DP shall not accept any other liability of any type or kind except price bid.

2.3(iii) Fixed Price: The rates and prices quoted by the Contractor shall be fixed for the duration of the contract and shall not be subject to adjustment on any account except as otherwise provided in the Conditions of Contract.

## **2.4 Bid Validity**

Bid shall remain valid and open for acceptance for a period of 180 days after the date of bid opening.

## **2.5 Submission of Bids**

2.5(i) The bids shall be submitted in two parts, Part-I & II. The Part-I will consist of information given under Clause 2.2.0 and Part-II only price bid.

2.5(ii) The Contractors shall seal the bid envelopes for Part-I and Part-II as appropriate.

2.5(iii) The envelopes shall:

a) indicate the name and address of the Contractor. These two envelopes (Part-I & II) should be put together in a third larger envelope and sealed.

b) Be addressed to Director Petroleum, 401 Khanij Bhawan, Tilak Marg, Jaipur - 302 005 and bear the following identification:

i) Name of Work..... ii) Bid No.....

iii) The Tender DO NOT OPEN BEFORE 3.30 PM on.....

2.5(iv) If the envelopes are not sealed and marked as instructed above, the DP will assume no responsibility for the misplacement for premature opening of the bid submitted. A bid opened prematurely for this cause will be rejected by the DP and returned to the Contractor.

2.5(v) Bids should be submitted in three copies marked accordingly.

## **2.6 Deadline for Submission of Bids**

2.6(i) Bids (Part-I as well as Part-II) must be received by the DP or officer authorised on his behalf at 401 Khanij Bhawan, Tilak Marg, Jaipur not later than 3.00 PM on -----

2.6(ii) The DP may at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the DP and the Contractors previously subject to the original deadline shall, thereafter, be subject to the new deadline as extended.

## **2.7 Late Bids**

2.7(i) Any bid received after, the deadline for submission of bids prescribed by the DP shall not be considered.

## **2.8 Bid Opening and Evaluation**

2.8(i) DP will open the Part-I of the bid i.e. techno-Commercial Bid on ----- at 4.00 P.M. in the presence of Contractors/their authorized representatives with authority letter who choose to attend at the following address.

Directorate of Petroleum,  
401, Khanij Bhawan,  
Tilak Marg, Jaipur - 302 005

DP shall examine the bids as per Section-VII to determine whether they are complete, whether the requisite EMD have been furnished, whether documents have been properly signed and whether the bids and technical competency of the Bidder is in order.

2.8(ii) Part-II i.e. Price Bid will be opened at a later date which will be informed to the successful bidder.

## **2.9 Clarification of Bids**

2.9(i) To assist in the examination, evaluation and comparison of bids, the DP may ask contractor individually for clarification of their bids.

2.9(ii) A prospective bidder requiring any clarification of the bidding documents may notify the DP in writing or by fax at DP's address indicated in the forwarding letter. The DP will respond in writing to any request for clarification of the bidding documents which it receives within the deadline for the submission of the bids prescribed by the DP. Written copies of the DP's response (including an explanation of the query but without identifying the course of query) will be sent to all prospective bidders who have received the bidding documents. However, non receipt of such clarifications within the bid submission date shall not entitle the bidder any extension of time limit for submitting the bid.

## **2.10 Amendment of Bidding Documents:**

2.10(i) At any time prior to the deadline for submission of bids, the DP may for any reason, whether at its own initiative modify the bidding documents by the issuance of an Addendum.

2.10(ii) The Addendum will be sent in writing or by fax to all prospective bidders who have purchased the bidding documents and will be binding upon them. The DP may at its discretion, extend the deadline for bid submission; if in the opinion of the DP the bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid.

## **2.11 Modification and Withdrawal of Bids**

2.11(i) The Bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or withdrawal is received by the DP prior to the deadline prescribed for submission of bids.

2.11(ii) The Bidder's modification or withdrawal notice shall be prepared, sealed marked and dispatched. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission.

2.11(iii) No Bid may be modified subsequent to the deadline for submission of Bids.

2.11(iv) No bid may be withdrawal/modified in the interval between the deadline for submission of bids and expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of the bid during this interval may result in the bidder's forfeiture of his EMD.

## **2.12 Contacting the DP**

2.12(i) Except as otherwise provided in the tender, no bidder shall contact DP on any matter relating to his bid from time of the bid opening to the time the Contract is awarded.

2.12(ii) Any effort by a bidder to influence the DP in the DP's bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

## **2.13 Award of Work**

2.13(i) DP will award the Contract to successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactory.

2.13(ii) DP has Right to allot or distribute the work to more than one party and to accept or reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Contractor or Contractors or any obligation to inform the affected Contractor or Contractors of the grounds for the DP action.

2.13(iii) The DP reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DP's action.

## **2.14 Notification of Award**

2.14(i) Prior to expiration of the period of bid validity, DP will notify the successful bidder in writing by registered letter or by fax to be confirmed in writing by registered letter that his bid has been accepted. The said intimation will be treated as Letter of Intent (LOI)

2.14(ii) The LOI will constitute the formation of the contract. Within one week of issue of LOI the contractor will submit to the DP detailed execution of work programme using CPM & PERT techniques.

2.14(iii) Upon the successful bidder's furnishing of security deposit pursuant to clause 2.15.0 the DP will promptly notify each unsuccessful bidder after LOI of contract and will discharge their EMD.



## **2.15 Security Deposit**

2.15(i) Within 15 days of the receipt of LOI from the DP the successful bidder shall furnish the security deposit in an amount calculated @10% of total Contract value in the security deposit Form Section V provided in the Bidding Documents.

2.15(ii) The above security deposit must be valid for 12 (twelve) months beyond the duration of the contract.

2.15(iii) Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

## **2.16 Signing of Contract**

2.16(i) At the same time as DP notifies the successful bidder that his bid has been accepted, the DP will send the bidder the Contract Form as per Section VI provided in the bidding documents attached to which will be the general & special conditions of Contract incorporating all agreements between the parties.

2.16(ii) Within 15 days of receipt of the final Contract documents along with LOI the successful bidder shall sign and date the contract and return it to DP.

## **2.17 Liquidated Damage for Default in Timely Mobilisation or Completion of Work**

2.17(i) Time is the essence of the contract. In the event of the Contractor's default in timely mobilization or completion of work, the contractor will be liable to pay liquidated damage at the rate of  $2\frac{1}{2}\%$  of Contract value for delay in mobilization or completion of work of each work or part thereof subject to a maximum of 10%.

## **2.18 The Tender document is not transferable.**

## **SECTION-II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between DP and Bidder as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b) "The Contract Price" means the price payable to Contractor under the Contract for the full and proper performance of his contractual obligations.
  - c) "The Work: means each and every activity required for the successful performance of the services described in Section-IV, the terms of reference.
  - d) "DP" means Directorate of Petroleum, Jaipur.
  - e) "Contractor" means the individual or firm performing the work under this Contract.

#### **2.0 Effective Date and Duration of Contract**

- 2.1 The contract shall become effective from the date, DP notifies the Bidder that the contract has been awarded to them. The work should be completed within the contract period of nine months for drilling & testing of 4 coreholes for CBM. The period of contract shall vary proportionately as per actual work carried out.

#### **3.0 Contractor's Obligations**

- 3.1 Contractor shall, in accordance with the terms and conditions of the Contract:
- 3.2 Perform the work described in the Terms of reference (Refer Section IV)
- 3.3 Except as otherwise provided in the Terms of reference and Special Conditions of Contract, provide all labour as required to perform the work.
- 3.4 Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.5 Contractor shall be deemed to have satisfied himself before submitting his Bid as to correctness and sufficiency of his Bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided herein, cover all his obligations under the Contract.

- 3.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as DP may consider necessary for the proper fulfilling of Contractor's obligations under the Contract.

#### **4.0 DP's Obligations**

DP shall, in accordance with and subject to the terms and conditions of the Contract:

- 4.1 Allow Contractor access, subject to normal security and safety procedures, to all data as required for orderly performance of the work.
- 4.2 Pay Contractor in accordance with terms and conditions of Contract.
- 4.3 Perform all other obligations required of DP by the terms of this Contract.

#### **5.0 Contractor's Personnel**

- 5.1 Contractor warrants that he shall furnish competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently. Upon DP's written request Contractor, at his own expense, shall remove any Contractor personnel immediately from assignment as determined by DP to be unsuitable and shall promptly replace such personnel with personnel suitable to DP.

#### **6.0 Warranty and Remedy of Defects:**

- 6.1 Contractor warrants that it shall perform the work in a first class, workmanlike, professional manner and that all work shall be performed in accordance with the highest quality, efficiency and current state-of-the-art drilling practices and in conformity with all specifications and standards set forth or referred to in the Terms of Reference and with instructions and guidance which DP may from time to time furnish to Contractor.
- 6.2 Should DP discover at any time during the terms of this Contract or within 5 (five) months after termination of this Contract that the work does not conform to the foregoing warranty, Contractor shall, after receipt of notice from DP, promptly perform any and all corrective work required to make the Services conform to the Warranty. Such corrective work shall be performed at Contractor's expense. DP at its option may have such remedial work performed by others and charge the cost thereof to Contractor. In case Contractor fails to perform remedial work, the security deposit shall be forfeited.

- 6.3 The rights and remedies of DP provided by this Clause 6 are in addition to any other rights and remedies provided by law or in equity or otherwise.

## **7.0 Use of Contract Documents and Information**

- 7.1 Contractor shall not without DP prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of DP in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 7.2 Contractor shall not without DP's prior written consent make use of any document or information enumerated in clause 7.1 except for purposes of performing the Contract.
- 7.3 Any document enumerated in Clause 7 (Section-1) other than the contract itself shall remain the property of DP and shall be returned (in all copies) to DP on completion of Contractor's performance under the Contract, if so required by DP.

## **8.0 Insurance**

- 8.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or his subcontractor during the currency of the Contract.
- 8.2 Contractor shall at all times during the currency of the Contract provide, pay for and maintain the following insurances amongst others:
- (a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - (b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - (c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
  - (d) Contractor's equipment provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - (e) Automobile Public liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder with bodily injury limits and property

damage limits shall be governed by Indian Insurance regulations.

- 8.3 Contractor will obtain additional insurance or revise the limits as and when required in which case, additional cost, if any, shall be to Contractor's account.
- 8.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 8.5 Contractor shall furnish to DP prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating:
  - (a) Kinds and amount of insurance as required herein;
  - (b) Insurance Company or Companies carrying the aforesaid coverage;
  - (c) Effective and expiry date of policies;
  - (d) Territorial limits of the policies
- 8.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the DP may renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by Contractor hereunder for any reason whatsoever loss/damage claims resulting here from shall be to the sole account of Contractor.
- 8.7 Contractor shall require all of his sub-contractor to provide such of the forgoing insurance coverage as Contractor is obliged to provide under this contract and inform DP about the coverage prior to the commencement of agreements with his sub-contractors.
- 8.8 All insurance taken by the Company shall be endorsed to provide that the underwriters waive their rights of recourse on DP.
- 8.9 All insurance taken by the Company shall be endorsed to provide that the underwriters waive their rights of recourse on the Contractor or his contractors and subcontractors.

## **9.0 Changes**

- 9.1 During the performance of the work, DP reserves the right after mutual consent to make a change in the work within the general scope of the Contract including but not limited to change in methodology and minor additions to or deletions from the work to be performed. Contractor shall perform the work as charged. Changes of this nature will be effected written order signed by D.P.
- 9.2 If any change results in an increase in compensation due to Contractor or in a credit due to DP, Contractor shall submit to DP an estimate of the amount of such compensation or credit in

a form prescribed by DP. Such estimates shall be based on the rates shown in the Schedule of Rates (Section V). Upon mutual agreement DP shall establish and set forth in the change order the amount of the compensation or a basis for determining a reasonable compensation for credit for the change.

## **10.0 Force Majeure**

- 10.1 Neither party shall be held responsible for any loss or damage or delay in or failure of performance of this Contract to the extent that such loss or damage or such delay in or failure of performance is caused by Force Majeure.
- 10.2 Notwithstanding anything herein to the Contract the Contractor shall not be liable for forfeiture of his security deposit, payment of penalties or termination for default if and to the extent that his delay in performance or other failure to perform his obligation under the Contract is result of an event of Force Majeure.
- 10.3 The term Force Majeure as employed herein shall mean an event beyond control of the DP and/or Contractor and not involving DP or Contractor's fault or negligence such acts including but not Registered to acts of God, War, Revolt, Agitation, Terrorist activity, Strike, Riot, fire, Flood, Sabotage, Civil commotion, Road barricade (but not due to interference of employment problem of the Contractor) and Acts/Regulations of respective Governments of the DP and the Contractor.
- 10.4 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.
- 10.5 If a Force Majeure situation arises, Contractor shall notify DP in the aforesaid manner of such condition and the cause thereof. Unless otherwise directed by DP in writing, Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable and shall seek all reasonable alternative means for performance to be prevented by Force Majeure event.

## **11.0 Termination**

- 11.1 DP may without prejudice to any other remedy for breach of Contract by written notice of default sent to Contractor terminate his contract in whole or in part if Contractor fails to perform any of its obligations under the contract and if contractor does not cure its failure within a period of 30 days (or such longer period as the DP may authorise in writing) after receipt of the default notice from DP.

- 11.2 In the event DP terminates the Contract in whole or in part pursuant to clause 11.1 DP may procure upon such terms and in such manner as it deems appropriate materials, equipment and services required to complete the work and Contractor shall be liable for any excess costs incurred by DP. However Contractor shall continue performance of the Contract to the extent not terminated.
- 11.3 DP may at any time terminate the Contract by giving written notice to contractor without compensating contractor, if contractor becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to DP.
- 11.4 DP may by written notice to contractor terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for DP's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective, which shall be at least 15 days after the date of the notice of termination. If DP exercise this right it shall pay contractor in accordance with the provisions of this contract for work satisfactorily performed up to the date of termination as well as for demobilization cost, if any, substantiated by contractor to the satisfaction of DP.

## **12.0 Arbitration**

In the event of any dispute or difference at any time arising between the parties relating to the constructing, meaning or effect of this agreement or any other clause of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiation. If, however, such negotiations are infructuous they shall be decided by arbitration of two Arbitrators, one to be appointed by the each parties to dispute or difference and to an umpire to be appointed by the Arbitrators in writing before taking themselves the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof. The venue of arbitration shall be Jaipur that shall have exclusive jurisdiction in this matter. The expense of the arbitration shall be paid as may be determined by the Arbitrators.

Any legal issue arising out of this contract shall be subject to jurisdiction of Jaipur court only.

### **13.0 Applicable Law**

13.1 The Contractor shall ensure full compliance of various applicable Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, enforce them from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract.

- a) Mines Act- as applicable to safety and employment conditions
- b) Oil Mines Regulations, 1993
- c) Workmen's Compensation Act
- d) Payment of Wages Act
- e) Payment of Bonus Act, 1965
- f) Contract Labour (Regulation & Abolition Act, 1970)
- g) Family Pension Scheme
- h) Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service)

### **14.0 Notice**

14.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing.

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **15.0 Subcontracting:**

15.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this Contract, except with DP prior written consent, which will not be unreasonably withheld.

### **16.0 Miscellaneous Provisions:**

16.1

- (a) Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, Ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in regulation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- (b) Contractor shall confirm in all respect with the provisions of any such Statute, Ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and companies as



aforesaid and shall keep DP indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or law, regulation or bye-law.

- (c) During the life of the Contract, Contractor shall keep the site where the services are being performed, reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site in a clear condition to the satisfaction of DP.
- (d) All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed shall be deemed to be the absolute property of DP. Contractor shall take reasonable precautions to prevent his personnel or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint DP of such discovery and carry out at the expense of DP, DP's orders as to the disposal of the same.
- (e) Personnel as defined in Annexure I can not be changed during the tenure of the Contract except due to sickness/death of the personnel in which case the replaced personnel should have equal experience and qualification which will be again subject to approval by the DP.

#### **17.0 Taxes and Levies:**

- 17.1 Tax levied as per the provisions of Indian Income Tax Act 1961 and as amended from time to time and other enactment/rules on income derived under this contract will be to Contractor's account.
- 17.2 Taxes will be deducted at source from all payments released to the Contractor both in foreign currency and non-convertible Indian Rupees at the specified rate of income tax as per the provisions of Indian Income Tax Act, 1961.
- 17.3 Contractor shall be responsible for paying the personnel taxes, if any, for all his personnel in India.
- 17.4 The Contractor shall furnish to the DP, if and when called upon to do so, relevant statements of accounts or any other information pertaining to work done under this Contract for submitting the same to the tax authorities on specific request by them. Contractor shall be responsible for preparing and

filling relevant income tax returns within the stipulated period as per the provisions of the Indian Income Tax Act. Contractor shall furnish a copy of such return audited accounts and relevant schedules to DP. Contractor shall also furnish the evidence of such filing of returns with the Income tax authorities to the DP. Consequences due to failure to furnish the requisite information and filing the returns within the prescribed time limit will be the responsibility of Contractor.

- 17.5 The Contractor shall arrange tax audit by a competent audit firm as per the provisions of Indian Income Tax Laws and submit a copy of the tax audit to the DP.
- 17.6 Prior to start of operations under the Contract, the Contractor shall furnish the DP with the necessary documents, as asked for by the DP and or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining No Objection Certificate for releasing payments to the Contractor.
- 17.7 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from appropriate Indian Income Tax authorities and furnish to DP within 6 months of the expiry of the tenure of the contract or such extended time as the DP may allow in this regard.
- 17.8 Corporate and personnel taxes on Contractor and Contractor's subcontractors shall be the liability of the Contractor and the DP shall not be held responsible on this account.
- 17.9 All local taxes, levies and duties including customs duty, sales tax, octroi, etc. on purchases and sales made by the Contractor, its subcontractors and agents etc shall be borne by the Contractor.

#### **18.0 Patent Infringement:**

- 18.1 Contractor shall defend and hold DP harmless against any and all claims, actions and liabilities for violation of any patent brought against DP and/or use of any patented processes, compositions, machines or articles of manufacture. DP shall at all times have the right to be represented by its own counsel and participate in the defense of any action in which DP is a party defendant.
- 18.2 DP shall defend and hold Contractor harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Contractor and/or DP by any third party as a result of DP use of any patented process, composition, machines or articles or manufacture. Contractor shall at all times have the right to be represented by his own

counsel and to participate in the defence of any action in which Contractor is a party defendant.

## **19.0 Subsequently Enacted Indian Laws**

19.1 Subsequent to the Bid closing date, if there is a change or enactment of any laws or interpretation of existing laws, which result in additional costs/reduction in cost to contractor on account of the operation under the Contract, the DP/Contractor shall reimburse/pay Contractor/DP for such additional/reduced costs actually incurred.

## **SECTION-III**

### **SPECIAL TERMS AND CONDITIONS**

#### **1.0 Association of DP Personnel:**

- 1.1 DP Geoscientists will be associated with the work throughout the operations and Contractor shall ensure simultaneous transfer of know-how and technology. The Contractor shall execute the work of Drilling of Coreholes & Geophysical Logging with professional competence and in an efficient and workmanship like manner and provide DP Geoscientists with a standard or work customarily training from reputed International Oil & CBM Companies on their Projects in India or Abroad.
- 1.2 The final field parameters will be decided with the prior approval of the DP representatives. Contractor shall not change any parameter without prior approval from DP.

#### **2.0 Provision of Personnel and Facilities:**

- 2.1 The Contractor should provide the technical personnel for Drilling & Geophysical Logging of coreholes as given in Annexure-I.
- 2.2 All the Contractor's personnel must have requisite experience in respective fields and should be fluent in English language. On DP request, Contractor shall remove and replace at his own expenses, any of his personnel whose presence is considered undesirable in the opinion of the DP within 72 hours from the time DP notifies Contractor at work site.
- 2.3 The Contractor shall be responsible for and shall provide for all requirements of his personnel and of his subcontractor, if any including but not limited to their insurance, housing, medical, services, mess facilities, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charges to the DP.
- 2.4 The Contractor shall furnish the list of equipment specifying type, make year of manufacture and technical specification alongwith Technical Bid. The Contractor will adhere to his list of equipment as per his bid. DP has options for asking the relevant supporting documents from the Contractor to be submitted at the time of mobilization.

#### **3.0 Labour**

- 3.1 The requirement of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District authorities of

the area. The facilities to be given to the labourers should confirm to the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

#### **4.0 Mobilisation & Completion of Work:**

- 4.1 The mobilization should be completed within 15 days from the date of signing of Contract. The positioning of equipment etc, at the site as per list of equipment should be free of defects/encumbrance and duly certified by DP's representative as fit to undertake/commence the work assigned under the Contract. Mobilisation shall be considered as complete on positioning at site of all the equipment alongwith spares, consumables and accessories as mentioned above. No payment will be made for partial mobilization.
- 4.2 In the event the Contractor fails to mobilize within the stipulated period, liquidated damages at the rate of 2.5% of the Contract value for delay in mobilization of each week or part thereof, subject to a maximum of 10% of the Contract value shall be payable by the Contractor. The contract will stand terminated in case of failure to mobilize upto a period of 3 months from the date of signing of Contract.
- 4.3 In case of any delay in completion of work as per PERT diagram without any genuine reason, the Contractor shall be liable to pay Liquidated Damage of 2.5% for each fortnight or part thereof, subject to a maximum of 10% of the Contract Value.

#### **5.0 Confidentiality of Information:**

- 5.1 All information obtained by Contractor in the conduct of operation and the information/maps provided by the DP to the Contractor shall be considered confidential and shall not be divulged by the Contractor or his employees to any one other than the DP personnel. This obligation of Contractor shall be in force even after the termination of the Contract. All the information obtained during the Contract shall be the sole property of DP.
- 5.2 The DP shall bind itself with the obligation not to disclose or publish any information relating to the methods, techniques and equipment deployed or adopted by Contractor unless information is already published or is a common technique, without the permission of the Contractor. This obligation of the DP shall be in force even after the termination of the contract.

#### **6.0 Payment, Manner of Payment, Invoices**

- 6.1 DP shall pay to the Contractor during the term of the Contract the amount from time to time calculated according to the rates of payment set and in accordance with other provisions thereof.

No other payments shall be due from DP unless specifically provided for in this Contract. All payments will be made in accordance with the terms hereunder described.

- 6.2 All the payment due to Contractor shall be paid only on receipt of financial grant from Oil Industry Development Board to DP.
- 6.3 All payment due by DP to Contractor shall be made by Crossed Account Payee cheque drawn on local bank.
- 6.4 Payment of any invoices shall not prejudice the right of DP to question the validity of any charges therein, provided DP within the Contract period and before the release of the security deposit shall make and deliver to Contractor written notice of objection to any items(s) the validity of which the DP questions.
- 6.5 Contractor will submit (three) sets of all invoices to the DP for processing payment. All payments shall be made by DP in Indian Currency.
- 6.6 The Contractor shall raise invoice for the lumpsum mobilization charges when the entire equipment and personnel are ready at respective sites for Drilling & Geophysical Logging of coreholes. Payment of mobilization charges shall be made within 90 days following the date of receipt of invoices by DP.
- 6.7 The Contractor shall raise bill after the successful completion of drilling of each corehole including geophysical logging & cement ceiling as per directions of the DP's representative. Data acquired should be handed over to the DP alongwith all the supporting documents. The data submitted without all the relevant technical document/information needed for processing shall be considered as incomplete.
- 6.8 In case of Force Majeure, Contractor shall raise invoices of the work completed of each item as per actuals.
- 6.9 Contractor shall raise invoices for Demobilisation charges after the date of re-export of the last equipment.
- 6.10 DP shall endeavour to make payment of demobilization charges when applicable within 30 days following receipt of clear and undisputed invoice accompanied by the following documents from the Contractor.
  - (a) Documentary evidence regarding submission of Income Tax returns and payments of taxes in respect of his profits as may be required under the laws of the Country governing Income Tax which will be in force from time to time.
  - (b) Documentary evidence regarding the submission of return and payments of taxes from the expatriate personnel engaged by the Contractor or by his sub-contractor and.

- 6.11 DP shall within 15 days of receipt of the invoice notify the Contractor of any item under dispute specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the DP's right to question the validity of the payment at a later date as envisaged in clause 6.4 above.
- 6.12 The acceptance by Contractor of part payment shall not be deemed a waiver of Contractor's right in respect of any other billing, the payment of which may then or thereafter be due.
- 6.13 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 1 (One) year from the date of last invoice. Such records shall be required for making appropriate adjustments of payments by either party in case of subsequent audit query/objection.

## **7.0 Rate of Payment:**

- 7.1 DP shall make the payments to the Contractor as per the quoted rates as referred to in Price Bid Schedule-1 under Section V.

## **8.0 Liability:**

- 8.1 Except as otherwise expressly provided, neither DP nor its servants agents nominees, Contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of DP and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect defend indemnify and hold harmless DP from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 8.2 Neither DP nor its servants, agents, nominees, assignees, Contractors and subcontractors shall have any liability or responsibility whatsoever for injury or illness, or death or any employee of the Contractor and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused. Contractor shall protect, defend indemnify and hold harmless DP from and against such liabilities and any suit claim or expense resulting therefrom.
- 8.3 The Contractor hereby agrees to waive his right to recourse and further agrees to cause his underwriters to waive their right of subrogation against DP and/or its underwriters, servants, agents, nominees, assignees, Contractors and

subcontractors for loss or damage to the equipment of the Contractor and/or its Contractors, subcontractors and/or their employees when such loss damage or liability arises out of or in connection with the performance of the Contract.

- 8.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause his underwriters to waive their right of subrogation against DP and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to illness or death of any employee of the Contractor and of its Contractors subcontractors and/or their employees when such injury, illness or death of any employee of the Contractor and or its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 8.4 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the DP and/or its Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The DP shall protect defend indemnify and hold harmless Contractor from and against such loss or damage and any suit claim or expense resulting therefrom.
- 8.5 Neither Contractor nor its servants, agents, nominees, assignees, Contractors and subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to illness or death of any employee of the DP and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and subcontractors. DP shall protect defend indemnify and hold harmless Contractor from and against such liabilities and any suit claim or expense resulting there from.
- 8.6 The DP agrees to waive its right to recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees. Contractors and subcontractors for loss or damage to the equipment of the DP and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.



8.7 The DP hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to illness or death of any employee of the DP and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**9.0 Consequential Damage:**

9.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party its employees, agents or subcontractors.

**10.0 Waivers and Amendments:**

10.1 It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

**11.0 With-holding:**

11.1 The DP may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect the DP from loss on account of:

- (a) For non-completion of Contract work to DP's satisfaction.
- (b) Contractor's indebtedness arising out of execution of the Contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools or machinery.
- (g) Damage to another Contractor of the DP.

- (h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse the DP under any of the indemnification provisions of this Contract. If, during the process of the work Contractor shall allow any indebtedness to accrue for which DP may primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by the DP, fail to pay and discharge such indebtedness, then DP may during the period for which indebtedness shall remain unpaid withhold from the amounts due to Contractor a sum equal to the amount of such unpaid indebtedness. When all the above grounds for withholding payments shall be removed payment shall thereafter be made for amounts so withheld. Withholding will also be effected on account of the following:
  - i) Garnishee order issued by a Court of Law in India.
  - ii) Income tax deductible at source according to law prevalent from time to time in the Country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by the DP in the event of Contractor's failure to adhere to such laws.
  - iv) Any payment due from Contractor in respect of unauthorized imports.

## SECTION-IV

### TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

#### 1.0 Introduction

- 1.1 The section establishes the scope and schedule for the work to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment which contractor shall satisfy or adhere to in the performance of the work.

#### 2.0 Objective of the work

- 2.1 Confirmation of Seismic Reflectors as lignite based on the outcome of HRSS activities undertaken in Bikaner Basin under Phase-I.
- 2.2 Investigation for the occurrence & thickness of deep seated lignite seams in Bikaner Basin and to examine presence of CBM in them.
- 2.3 To assess the contents of CBM in 4 selected locations depth wise.
- 2.4 To study parameters that control the resource & flow of CBM-like Depth, Rank of Coal/Lignite, Fracture pattern, Porosity & Permeability, Adsorption characteristics, Cleating, Maceral Content, Composition, Thermal History Temperature, Pressure, Gas Content/ Ton.
- 2.5 To generate data for carving out of Blocks in Bikaner- Nagaur Basin for Commercial Bidding by DGH.
- 2.6 The Department's operational area is in District Bikaner of Rajasthan.

#### 3.0 Operational Overview

- 3.1 An overview of the plan of operation is given in the following format.
- 3.2 Drilling & Geophysical Logging of 4 coreholes

(a)	Mobilisation and inspection of equipment	days (0-15)
(b)	Erection of drill machine at 1 <sup>st</sup> site & establishment of Drill site	days (16-25)
(c)	Drilling & Geophysical Logging of 1 <sup>st</sup> corehole	days (26-90)
(d)	Submission of Lithologs & Geophysical Logging data of 1 <sup>st</sup> corehole	days (90-93)
(e)	Drilling & Geophysical Logging of other 3 coreholes	days (120-270)
(f)	Submission of Lithologs & Geophysical	days (270-275)

	Logging data of other 3 coreholes	
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\* \* Figures in bracket is the maximum time allotted.

3.3 Access to Terrain

For operational planning, contractor may visit the site.

3.4 Hazards

Presence of wild life in the areas may create a safety problem for the workers who do not move in groups. Appropriate precautions have to be taken prior to any serious incident occurs.

3.5 Camps

For work, it may be possible to conduct operations with a single base camp. Presence of wild life warrants of dangers in having small fly camps.

3.6 Field Camps

Field camps shall, preferably operate from tent camps/accommodation in the dwellings if available in the area.

3.7 Transport & Communications

Transport of personnel and equipment shall be organized by deploying suitable number of vehicles. If foreign nationals are deployed, prior permission may be obtained from the Government through Department (DP).

**4.0 Scope of Work**

4.1 The DP desires to carry out Drilling & Geophysical Logging of 4 coreholes using field-tested state-of the art HX, NX (minimum 2" core) size corehole drilling with facility of Double/Triplet core barrel retrievable by wireline method. The area to be worked mainly falls in Bikaner district of Rajasthan.

4.2 The bidder shall with his own personnel and equipment carry out the Drilling & Geophysical Logging, Processing and Interpretation of data. A list of personnel and equipments should be enclosed. Ownership certificate of the equipments shall also be supplied.

**5.0 Corehole drilling**

5.1 Type of Equipments:

- (a) Drill rig suited to deep hole drilling as well as for suited to diamond coring of HQ &/ NQ with double/triplet tube.
- (b) The drill shall be fitted with a hydraulically driven Wire line drum having fail safe brake arrangement.
- (c) Drill rig should have torque and speed combinations for various drilling formations.
- (d) The Drill shall be fitted with Hydraulically Driven Triplex Pump having displacement of 140 LPM @ 1000 PSI. The pump

shall be supplied with pressure gauge, relief valve, flow meter, air vessel, etc.

- (e) The drill rig should have adequate number of lights to illuminate entire work area with Truck battery/ Generator.
- (f) The drill shall be fitted with sufficient no. of Hydraulic Jacks on each corner of drill frame for proper leveling.
- (g) The Drill rig shall also be provided with Bit RPM meter, Bit Weight gauge, hook load indicator, drill fluid pressure gauge as extra.
- (h) The Drill rig shall have sufficient no. of HQ/NQ size casing & drill rods.

## 6.0 Geophysical Logging

### 6.1 Type of Equipment

- (a) Logger suited to deep hole continuous logging of HQ &/ NQ size hole.
- (b) Logger suited to undertake logging with different sets of logging probe such as ELTG, FDDG, DNNS, Guard & FWSS.
- (c) Geophysical logging should be carried out as per the instruction of DP's representative as & when required at different depths as per the formation encountered.

## 7.0 Method of Work

7.1 The Bidder shall drill a corehole with Drill rig suited to deep hole drilling as well as suited for diamond coring of HQ &/ NQ with triple tube.

7.2 The bidder shall use the following drilling parameters as general guidelines for CBM Drilling.

1.	Operational time	Core hole drilling operations should be round the clock (i.e. 24 hours).
2.	Non-coring activity	May be done upto Shally-and crystalline limestone with forminifera and fuller's earth and molluscan fossils i.e. Jogira Formation of Lower to middle Eocene or up to 100 mt. BGL
3.	Coring activity	The drill shall be fitted with a hydraulically driven Wire line drum having fail safe brake arrangement.
		Minimum in NQ size or if possible HQ core size
		The borehole should be filled with fluid mud before coring to reduce the escape of gas from core samples.

		Pressure & Temperature probes in the bottom hole assembly may be installed prior to coring operations.
		Pulling out of inner core barrel after every run of 3 mt. to prevent escape of methane from coal/ lignite or to obtain sample for desorption test at site.
		Core recovery in Coal/ lignite should be 90% (minimum) in coal/ lignite & 70% (minimum) in non-coal strata.
		Standard (wooden/ iron) core boxes for core/ sludge cutting (non coring) should be used & core should properly marked in numbered core boxes as per drilling norms
		Mud specific gravity should be between 1.05 - 1.06
		Viscosity should be between 40-45
		ph Viscosity should be <9.0
		Drill solids should be < 1%.
		Water loss should be < 4 cc
		In case of lowering of casing are required Coreholes needs to be cemented prior to core drilling.
4.	Deviation surveys	Deviation surveys should be conducted by borehole camera at every 100 mt. depth. The deviation of borehole should not exceed 4 degree up to the total depth
5.	Cement ceiling	Core hole should be cement sealed after completion of all the tests & their reports.

7.3 All drilling parameters should be measured & recorded for every run of 3 m. and to be submitted to officials of DP in form of daily progress report (DPR). The parameters are:

- (a) Weight on Bit (WOB)
- (b) Rotation Per Minute (RPM)
- (c) Rate of Penetration (ROP)
- (d) Mud Pump Pressure
- (e) Mud parameters
  - i. Mud Balance
  - ii. Mud specific gravity

- iii. Mud Viscosity
- iv. ph Viscosity
- v. Drill solids
- vi. Water loss

7.4 Core hole should be cement sealed as per instruction of DP's representative after completion of all the tests & their reports.

## **8.0 Transport**

The bidder shall arrange its own transport required to carry out the assigned volume of work.

## **9.0 Personnel and Equipment**

The bidder shall deploy all competent, qualified and experienced personnel to carry out field operations efficiently along with equipment and facilities necessary

## **10.0 Submission of Data**

10.1 The Contractor shall hand over the original field data with all relevant documents /record/ information to DP after the completion of the each corehole should be submitted in one go or as per advise of DP's representative

10.2 The bidder shall be solely responsible for loss or damage of any material due to any reason including fire, theft etc. in his custody or control. In the event of such loss, the bidder shall be responsible to redress the loss at its own cost and acquire the lost data.

## **11.0 Reports and Schedules of Performance**

11.1 Bidder shall maintain all his equipment in perfect working condition and submit to DP daily, weekly and monthly reports or as & when required/directed by the DP, of the progress/performance of the equipment/field status in the desired format by DP. If the DP's authorized representative is not satisfied with the report submitted and performance of equipment, the Bidder shall suspend the operations till the DP representative is satisfied with the performance of equipment.

11.2 Bidder shall submit to the DP a weekly report on data quality control of the jobs undertaken during drilling operations. Bidder shall submit daily and monthly report of the progress of work countersigned by DP representative.

## **12.0 Quality of Work**

Bidder shall carry out the services of drilling & geophysical logging in a fully professional manner and warrant that the information produced shall be of a quality acceptable to the DP. Should the information

produced be of a quality not acceptable to the DP, the Bidder will undertake to re-perform that part of the service causing dissatisfaction at his own expense. DP's standard for performance shall be the one accepted by the international standard of the Geophysical Industry.

DP reserves the right, before commencement of drilling of coreholes, to inspect and approve Bidder's equipment after it is completely assembled and ready for work. DP also reserves its right to inspect the Bidder's equipment at any time during operation. Any equipment found short/defective shall be replaced by the Bidder within the shortest possible time but not later than one week without disruption of the work assigned under the contract. No extension will be granted in the Contract on these grounds. Any equipment found defective or unserviceable for more than two times during the tenure of the Contract, shall be replaced by the Bidder, forthwith, at this own cost including all duties and levies. The time for replacement shall not be more than two weeks from the date of fault identified by the DP/Contractor.

### **13.0 Equipment test and Calibration:**

13.1 Calibration of all system is the contractor's responsibility. Calibration shall be carried out at the start of drilling & geophysical logging and also frequent checks on calibration should be made as and when required. Documentary evidence of the calibrator shall be made available to the DP's representative.

13.2 A set of test for logging equipment and status of cables and probe shall be performed and recorded before the start of logging operation to the satisfaction of DP's representative.

### **14.0 Obligation of the bidder:**

14.1 Bidder shall perform all obligations work and services which are required as per terms of the scope of the work or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

14.2 Bidder shall arrange for inland transportation of all equipment etc. from the warehouse to the place of work and back at the end of the work at his own expenses.

14.3 Bidder shall arrange at his own cost all consumables like drilling bits, mud, water, etc needed for the drilling & geophysical logging and shall carry sufficient stocks of these items for uninterrupted operation.

14.4 Bidder shall provide the Iron box to keep coreboxes in safe custody & for future reference.



- 14.5 Bidder shall arrange both lodging and boarding facilities of international standard for 2(two) Geoscientists/ representative of DP at no extra cost at the base camp.
- 14.6 Bidder shall keep his equipment in good working condition and shall begin the drilling with adequate supply of spares for the equipment.
- 14.7 Bidder shall make necessary arrangement for supply of electricity and drinking water, medical facility, etc. at camp/site at his own cost including DP's representatives.
- 14.8 Any other item required for efficient and successful execution of the work shall be carried out by the bidder except those enumerated under the obligation of the DP defined below.
- 14.9 Bidder shall keep standard wooden/iron core boxes for safe custody of core and sludge cutting should be used and it should be properly marked & numbered core boxes as per standard drilling norms.
- 14.10 Bidder shall provide necessary safety clothes, appliances etc., to all field personnel engaged in drilling operations and shall follow statutory norms applicable to such operations under labour laws.
- 14.11 The contractor and the DP will mutually decide the field time schedule for day to day operations.
- 14.12 Bidder shall ensure a noise free working as far as possible during the actual drilling & geophysical logging period.
- 14.13 Bidder's representative shall maintain contact with DP's representative at site during the drilling operations and shall arrange for checking and subsequent replacement of bits & drill rods. Bidder's representative shall also be available at base camp as and when needed.
- 14.14 Contractor shall endeavor to carry out maximum amount of work consistent with requirements of quality, security and adherence to Indian Laws.

### **15.0 Obligation of the DP**

DP shall pay compensation against claims for the loss or damage to standing crops (if any), resulting from drilling operations under this contract and all requisite formalities in this regard shall be carried out by the Contractor or his representative in consultation with DP's representative.

### **16.0 HEALTH, SAFETY AND ENVIRONMENT**

- 16.1 All the activities must be carried out in conformity to the applicable laws by the Government of India/Government of Rajasthan, formulated for Health, Safety and Environment.
- 16.2 Reports

All reporting shall be done in accordance to the directives of the DP & national regulatory requirements, with additional documentation required for internal reports.

As a minimum, these reports shall include safety meetings, "toolbox" meetings, near miss reports and accident/incident investigation results. Health data on personnel attached to the project shall also be kept.

#### 16.3 Emergency Response

Prior to start of operations, Emergency Response Procedures shall be formulated specific to the area of work. This will include but not limited to the identification of support facilities, contact numbers for response personnel etc.

All Emergency Response Procedures shall be reviewed and updated on a monthly basis or sooner if circumstance require, and posted in all vehicles, camps and other locations offering communications.

#### 16.4 Auditing

HSE audits shall be conducted as spot checks in addition to regularly scheduled visits, in order to evaluate the effectiveness of the HSE program. DP/Contractor supervisory personnel, including senior local management and corporate HSE advisors, shall conduct these audits.

#### 16.5 Training

A properly trained workforce is the mainstay of any successful company HSE programme. So, it is desired that a well-trained staff shall be deployed for the said operation.

In additions to training performed by institutions specialized in particular fields, on-crew training shall also be conducted to increase general awareness and provide refreshers to those individuals already familiar with the work process.

All labourers must undergo an HSE induction prior to the start of their respective operations, and at other periods during the project as new potential hazards are identified.

#### 16.6 Accident

Contractor must plan the work to ensure maximum safety. He should insure all his persons for the project against any mishapenness/accident. Any such accident will be liability of the contractor.

In the event of any mishappening /accident, all types of liabilities including financial & or otherwise shall be borne by contractor.

# PRICE BID

# SECTION V

## SCHEDULE 1 : BID FORM AND PRICE SCHEDULE

Date: Enquiry No. (Insert Department's Name and Address)

Gentlemen.

Having examined the General and Special Conditions of contract, the Terms of Reference including all attachments thereto, and the notes contained in Bid Form and Price Schedule, the receipt of which is hereby duly acknowledged. We, the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of (total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. We undertake, if our Bid is accepted, to commence the work from ..... After issue of firm letter of intent of awarding the Contact.

If our Bid is accepted, we will furnish a Bank Guarantee for a sum equal to 10% of the contract value for the due performance of the Contract valid for a period covering 12 (Twelve) months beyond the contract period.

We agree to abide by the Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of the period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept lowest or any Bid you may receive.

Dated this..... day of 2010

(SIGNATURE)

(IN THE CAPACITY OF)

Bidder's Name .....

Bidder's full Address .....

A. Mobilisation of equipments for Drilling & Geophysical Logging.....

**NOTES:**

Mobilisation charges will be inclusive of mobilizing drilling rig & geophysical logging units and necessary spares / consumables / accessories.

1. Mobilisation charges will become payable when all equipment are positioned at their appointed site free of defects / any encumbrances and duly certified by the DP's representative as fit to undertake / commence the work assigned under the Contract.
2. Mobilisation charges should cover all costs of the Contractor to mobilize the equipment to the appointed site and should include all duties and other local and foreign taxes, port fees and inland transport to the appointed site.

B. Drilling charges for HQ/NQ size Coring.....

C. Drilling charges for HQ/NQ size Non-Coring .....

D. Base rate for geophysical Logging.....

E. Each probe run rate

i	ELTG Probe	
ii	Guard Log Probe	
iii	FDGS Probe	
iv	DNNS probe	
v	FWSS probe	

F. Cement Ceiling

G. Deviation Test.....

H. Supply of casing

i	PX size of 3 mt length	
ii	HX size of 3 mt length	
iii	NX size of 3 mt length	

I Demobilization charges of equipments for Drilling & Geophysical Logging

**NOTES:**

1. The demobilization charge should be quoted as lump sum charge which will include all charges inclusive of demobilization of all equipments utilized for drilling & geophysical logging with all supporting provisions from the camp site when the job work concludes.
2. Demobilisation charges will be payable when the assignment of work under this contract is concluded to the satisfaction of DP. DP shall give notice to Contractor to commence demobilisation. Contract will ensure that demobilisation is completed within 45 days of notice from the DP. No. charge whatsoever will be payable from the date of notice to demobilise. All charges connected with demobilisation including all fees and taxes in relation thereto and insurance and freight on export outside India will be to Contractor's account.
3. The duration of the deployment and value of each equipment under this contract is to be clearly indicated.

(Note: Exact volume of work for evaluation purposes will be finalized before opening of the priced bids and the bidders will be informed accordingly)

**PRICE BID**

**SECTION V**

**Schedule 2 : FORM OF PERFORMANCE BANK GUARANTEE\*  
(UNCONDITIONAL)**

To (Name of Department.....)

(Address of Department .....

WHEREAS (Name and address of contract) (hereinafter called "Contractor") had undertaken in pursuance of Contract No..... date ..... to execute (name of Contract and Brief Description of the Work) ..... AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee: NOW THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the contractor, upto a total of (Amount of Guarantee\*\*)......(in words) being payable in the types and proportion of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum of sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contractor of the work to be performed thereunder or of any the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date (\*\*\*)" months after Contract completion.

SIGNATURE AND SEAL OF THE GUARANTOR .....

Name of Bank .....

Address .....

Date .....

.....

\*Bidder are NOT required to complete this form while submitting the Bid.

\*\*An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency(ies) of the contract or in a freely convertible currency acceptable to the DP.

\*\*\*12 months after Contract completion.

## SECTION VI

### SAMPLE FORM OF AGREEMENT

THIS AGREEMENT made the .....day of.....2011 between Directorate of Petroleum (hereinafter called "the DP") of the one part and (Name of Contractor) the other part.

WHEREAS the DP is desirous that certain works should be executed viz. (Brief Description of Services)..... Acceptance Dated (Date of Letter of Acceptance)..... accepted a bid by the Contractor for the execution, completion of such works, now THE AGREEMENT WITNESSETH as follows:-

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a) This Form of Agreement.
  - b) The Letter of Intent or Acceptance.
  - c) The Said Bid and Appendix.
  - d) The Technical Specifications.
  - e) The Priced Bill of Quantities.
  - f) The Drawings.
  - g) The Schedule of Supplementary information.
  - h) The General Conditions of Contract (Section-II) and
  - i) The Special Conditions of Contract.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of payments to be made by the DP to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the DP to execute, complete and maintain the work in conformity in all respect with provisions of the Contract.
5. The DP hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works and Contract Price at the time and the manner prescribed by the Contractor.



6. IN WITNESS WHEREOF the parties hereto have caused this respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY THE

By the said	By the said
Name.....	Name.....
On behalf of the Contractor	On behalf of the DP
In the presence of :	
Name :	Name :
Address:	Address:

## SECTION VII

### MINIMUM QUALIFICATION CRITERIA/BID EVALUATION CRITERIA / BID REJECTION CRITERIA

#### 1.0 Technical Bid Evaluation Criteria.

- 1.1 The bids will be submitted in triplicate under single stage two bids system i.e. i) Technical Bid and Commercial Bid ii) Price Bid. Both the bids should be identical except Price Bid should contain quoted price.
- 1.2 The Bidder shall submit a detailed list of all the equipment, spares required, and accessories including transport vehicles to meet the desired data quality as per geological objective. The bidder shall indicate the quantity and vintage of individual items. Drilling rigs shall not be more than 10 years old and Geophysical logger should be of latest technology and in perfect working condition. (manufactured not earlier than November, 2001).
- 1.3 The Bidder shall bring sufficient spares conforming to manufacturer's specification for brand new equipment as per international practices and other consumable for the whole period of drilling & Geophysical Logging.
- 1.4 Bidder should have the required facilities for testing of the quoted equipment and materials as per international standard / manufacturers specifications. A certificate from Bidder confirming the same must be accompanying the technical bid.
- 1.5 Bidder should have experience of on-land CBM drilling. Bidder Company should have experience of carrying out about 5000Meters drilling including sandy terrain and Tertiary sediments. Documentary evidence of this effect should be submitted alongwith technical bid.
- 1.6 Indian companies / JVC's having collaboration / tie-up with reputed foreign companies having requisite experience of onland drilling & geophysical logging for oil/CBM exploration as above will also be eligible for consideration provided the collaborator gives full technical support. Documentary evidence in support of the experience of foreign company should accompany the technical bid.
- 1.7 Bid should include detailed Bio-Data of all technical personnel to be deployed for the whole period of the operations. The personnel must have the desired experience as defined in the NIT. All deployed personnel should be capable of speaking

- English & key personnel should be capable of reading and writing English language.
- 1.8 Technical bids must be accompanied with proper EMD as defined in NIT and a Solvency Certificate from a Nationalized Bank for Rs. 5 Crores.
  - 1.9 The Bidder has to submit a certificate that he has familiarized himself with the area to be worked and fully understood the conditions including the logistics, corehole drilling and geophysical logging unit mobilisation.
  - 1.10 (a) The Bid Evaluation Criteria will have precedence over all other similar Clauses appearing anywhere else in the bid documents.  
(b) Any other point if not specifically covered by this Bids Evaluation Criteria, the decision taken by DP shall be final and binding on the Bidders.
  - 1.11 The documents are not transferable. Offers made by Bidder who have not purchased the Bid Documents from the DP will be rejected.
  - 1.12 In case of deviation / exceptions, if any, taken by the bidder in respect of Security Deposit. Liquidated Damages, Termination, Arbitration, Force Maejure, Payment Terms, bid price, Taxes and Levies and Insurance the Bid shall be rejected.
  - 1.13 No Conditional offer will be accepted.
  - 1.14 Bids submitted after the bid closing date and time will not be considered.
  - 1.15 Any exertion for favour of the bidder directly and indirectly through any agency will be considered as negative offer and such offer will be rejected straight way without providing any explanation.

## 2.0 Priced Bid Evaluation Criteria

2.1 The details of evaluation will be based on the following:

(a)	<p>Mobilisation of equipments for Drilling Rig &amp; Geophysical Logging.</p> <p><b>NOTES:</b> Mobilisation charges will be inclusive of mobilizing drilling rig &amp; geophysical logging units and necessary spares / consumables / accessories. Mobilisation charges will become payable when all equipment are positioned at their appointed site free of</p>	
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	defects / any encumbrances and duly certified by the DP's representative as fit to undertake / commence the work assigned under the Contract. Mobilisation charges should cover all costs of the Contractor to mobilize the equipment to the appointed site and should include all duties and other local and foreign taxes, port fees and inland transport to the appointed site.			
(b)	Drilling charges for HQ/NQ size Coring			
(c)	Drilling charges for HQ/NQ size Non-Coring			
(d)	Base rate for geophysical Logging			
(e)	Each probe run rate	i	ELTG Probe	
		ii	Guard Log Probe	
		iii	FDGS Probe	
		iv	DNNS probe	
		v	FWSS probe	
(f)	Cement Ceiling			
(g)	Deviation Test			
(h)	Supply of casing	i	PX size of 3 mt length	
		ii	HX size of 3 mt length	
		iii	NX size of 3 mt length	
(i)	Demobilization charges of equipments for Drilling Rigs & Geophysical Logging.			

	<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. The demobilisation charge should be quoted as lump sum charge which will include all charges inclusive of demobilization of all equipment utilized for drilling &amp; geophysical logging with all supporting provisions from the camp site when the job work concludes.</li> <li>2. Demobilisation charges will be payable when the assignment of work under this contract is concluded to the satisfaction of DP. DP shall give notice to Contractor to commence demobilisation. Contractor will ensure that demobilisation is completed within 45 days of notice from the DP. No. charge whatsoever will be payable from the date of notice to demobilise. All charges connected with demobilisation including all fees and taxes in relation thereto and insurance and freight on export outside India will be to Contractor's account.</li> <li>3. The duration of the deployment and value of each equipment under this contract is to be clearly indicated.</li> </ol>	
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(Note: Exact volume of work for evaluation purposes will be finalized before opening of the priced bids and the bidders will be informed accordingly)

- 2.2 The offer submitted for mobilization charges exceeding 10% of the contract value will be rejected.
- 2.3 The Bids in which the prices for any part of the work given above are not quoted shall be rejected. However, if no charge is involved for any part of the work. "NIL" should be mentioned against such part of work.
- 2.4 All taxes, levies will be borne by the bidder.
- 2.5 To evaluate commercially, the total monetary outgo will be worked out and compared considering the total amount referred in Clause 2.1 above.
- 2.6 It is however, to be noted that the payment for the services referred to in clause 2.1 above shall be made on work carried out on actual basis. The quantum of services referred to in clause 2.1 are considered only for bid evaluation purpose.

### **3.0 Purchase Preference for services.**

Purchase preference policy, if any, notified by Government of India/ Rajasthan, will be adopted for evaluation of bids.

**ANNEXURE-1**

**LIST OF MINIMUM CREW PERSONNEL/EXPERIENCE AS REQUIRED BY COMPANY FOR DRILLING OF COREHOLE & GEOPHYSICAL LOGGING**

S.No.	Description of Technical Staff	Requisite Experience in relevant field (atleast 5 years for drilling staff and 2 years for engineers/geologists/geophysicists & support services)	Qualification & Experience
<b>A.</b>	<b>Personnel</b>		
1.	Supervisor-1(for whole Project)		
2.	Party Chief-1		
3.	Geologist-1		
4.	Geophysicist-1		
5.	Sr. Drilling Engineer		
6.	Drilling Engineer		
7.	Drilling Supervisor-3		
8	Other personnel for support services		

**Note:**

1. The above technical personnel should healthy and medically fit and will have to available at site for the entire duration of the contractual work.
2. The bidder must deploy sufficient qualified/experienced personnel to achieve the good quality production.
3. Enclose copy of original certificates of qualification of concern personnel.
4. Every Personnel must have experience of similar nature of work for at least 5000 mt drilling & geophysical logging.

**SIGNATURE**

STATEMENT OF COMPLIANCE

SECTION NO.	CLAUSE NO.	COMPLIANCE/NON COMPLIANCE

SIGNATURE



**MOBILISATION  
ESTIMATED VALUE OF EQUIPMENT, TRANSPORT, ACCESSORIES,  
SPARES & CONSUMABLES**

S. No.	Item	Quantity	Vintage	CIF VALUE (Rs)			
				Estimated Actual cost	Insurance	Fright	Total

SIGNATURE

## LIST OF EQUIPMENTS

## A. Drilling Equipment and Accessories

S.No.	Item	Quantity	Model & Make	Year of Manufacture

## B. Geophysical logger /Cable/Probe units

S.No.	Item	Quantity	Model & Make	Year of Manufacture

## C. Spares &amp; Consumables

S.No.	Item	Quantity	Model & Make	Year of Manufacture

## D. Maintenance Equipment

S.No.	Item	Quantity	Model & Make	Year of Manufacture

E. Survey Equipment including GPS, Processing System for Geophysical Logging

S.No.	Item	Quantity	Model & Make	Year of Manufacture

F. Transport Vehicles

S.No.	Item	Quantity	Model & Make	Year of Manufacture

Note : Please attach more sheets if required.

SIGNATURE