



Annual Rate Contract for insurance cover tender for insurance cover (Standard Fire and Special Perils Policy, Comprehensive General Liability and Fidelity Guarantee Policy) for FY 2024-25 In North Goa GA for one year  
TENDER No:- GNGPL/C&P/2024/T-11

## FORMS & FORMATS

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### BIDDER'S GENERAL INFORMATION

To,  
M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City:
		District:
		State:
		PIN/ZIP:
6	Operation Address (if different from above)	City:
		District:
		State:
		PIN/ZIP:
7	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)



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8	E-mail address	
9	Website	
10	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)

11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No.	[Enclose copy of GST Registration Certificate]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
22	Whether Micro/Small/Medium Enterprise	Yes/No (Bidder to submit documents as specified it ITB)
23	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized Signatory of Bidder]

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BID FORM



Annual Rate Contract for insurance cover tender for insurance cover (Standard Fire and Special Perils Policy, Comprehensive General Liability and Fidelity Guarantee Policy) for FY 2024-25 In North Goa GA for one year  
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To,

M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "\_\_\_\_\_ including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda (if any). We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "\_\_\_\_\_ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award, if applicable.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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LIST OF ENCLOSURES



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To,  
M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir,

We are enclosing the following documents as part of the bid:

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....

Note:

\* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref: Date:

To,  
M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir,

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorized representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Unpriced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GNGPL. F-6



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"NO DEVIATION" CONFIRMATION

To,  
M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,  
M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GNGPL / GNGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GNGPL or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of GNGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GNGPL by us.

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:



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CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,  
M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “

\_\_\_\_\_”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:





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AGREED TERMS & CONDITIONS

To,  
M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.



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UNDERTAKING ON LETTERHEAD

To,  
M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

SUB:

TENDER NO:

Dear Sir

We hereby confirm that "The contents of this Tender Document No. \_\_\_\_\_ have not been modified or altered by M/s.

..... (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection".

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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### F-13 BIDDER'S EXPERIENCE

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order ( <i>Specify Currency Amount</i> )	Date of Commencement of Services	Schedule of Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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### CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects. Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX
1.0	<b>Confirm that the following details have been submitted in the Un-priced part of the bid</b>	
I.	Covering Letter, Letter of Submission	
II.	EMD/ Bid Security as per provisions of Tender	
III.	Signed and stamped original copy of bidding document along with drawings and addendum (if any)	
IV.	Power of Attorney in the name of person signing the bid.	
V.	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company	
VI.	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings	
VII.	Details and documentary proof required against BEC/qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed	
VIII.	Confirm submission of document along with techno-commercial bid as per bid requirement.	
IX.	Confirm that all applicable forms duly filled in are enclosed with the bid duly signed by authorized person(s)	
X.	Integrity Pact duly filled, signed and stamped	
2.0	<b>Confirm that the price part as per Price Schedule/SOR format submitted with Bidding Document/ uploaded in case of e-bid in separate envelope with title "Price Bid".</b>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS  
INADEQUATE

(To be provided on Bank's letter head)

Ref:

Date:

To,

M/s Goa Natural Gas Pvt. Ltd.  
C/O RAJAN VILLA, Plot No. 33  
Goa Housing Board Colony  
Behind Patrakar Colony, PORVORIM Goa -403521

Dear Sir,

This is to certify that M/s ..... (name of the bidder with address)  
(hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for GNGPL's RFQ/Tender  
no..... dated ..... for .....(Name  
of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they  
have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s ..... (name of the Bank with address) confirms availability of line  
of credit to M/s ..... (name of the bidder) for at least an amount of Rs. \_\_\_\_\_

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent  
USD) and the undersigned is authorized to issue this certificate.

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



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**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Annual.....Accounts and other relevant records of M/s .....(Name of the bidder) and certify the following

**ANNUAL TURNOVER OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :**

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm:  
Signatory] Chartered Accountant

Date:

Seal:

Membership no.

UDI No.

[Signature of Authorized

Name:

Designation:

**Instructions:**



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The financial year would be the same as one normally followed by the bidder for its Annual Report. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

For the purpose of this Tender document:

- **(Annual Turnover)** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
- **Working Capital** shall be “Current Assets less Current liabilities” and
- **Net Worth** shall be paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any
- Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
- This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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**BIDDER'S QUERIES FOR PRE-BID MEETING**

To,

M/s Goa Natural Gas Pvt.  
Ltd. C/O RAJAN VILLA, Plot  
No. 33

Goa Housing Board Colony

Behind Patrakar Colony, PORVORIM Goa -403521

Sub :

Tender No :

SL	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GNGPL'S REPLY
	Sec No.	Page No.	Clause No.	Subject		

**NOTE: The Pre-Bid Queries may be sent by fax and/or also by e-mail before due date for receipt of Bidder's queries.**

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_





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**E-Banking Mandate Form**

(To be issued on vendors letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9-digit MICR code

I/We hereby authorize Goa Natural Gas Pvt. Ltd. to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GNGPL responsible.

(Signature of vendor/customer)

**BANK CERTIFICATE**

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)



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## **F-20 INTEGRITY PACT**

### INTRODUCTION:

**M/s. Goa Natural Gas Pvt. Ltd. (GNGPL), Porvorim, North Goa- 403 521.** GNGPL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GNGPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned **at attached Annexure-1** are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the **Integrity Pact at Annexure- 2** shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.



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## FORM-20 (ANNEXURE-1)

**Bidder is required to sign the Integrity Pact with GNGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.**

### **I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”**

The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GNGPL.

The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.

The counterparty will not pass GNGPL’s confidential information to any third party unless specifically authorized by GNGPL in writing.

The Counterparties shall promote and observe best ethical practices within their respective organizations.

The Counterparty shall inform the Independent External Monitor.

- i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
- ii) If it comes to know of any unethical or illegal payment / benefit;
- iii) If it makes any payment to any GNGPL associate.

The Counterparty shall not make any false or misleading allegations against GNGPL or its associates.

### **II VIOLATIONS & CONSEQUENCES:**

- i. If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GNGPL business in future.
- ii. In case of violation of the Integrity pact by Counterparty after award of the Contract, GNGPL shall be entitled to terminate the Contract. GNGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases.
- iii. Subject to satisfaction of the Independent External Monitor, GNGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GNGPL is satisfied that the Counterparty shall not commit any such violation in future.
- iv. In addition to above, GNGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found



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frivolous, untrue and misleading and may also impose exemplary cost for the same. The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (iv) is found incorrect.

**INDEPENDENT EXTERNAL MONITORS (IEMS)**

The Bidder(s), in case of any dispute(s) / complaint(s) pertaining to this Tender may raise the issue with the designated Tender Issuing Officer in GNGPL.



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## PROFORMA FOR CONTRACT AGREEMENT

LOA No. GNGPL /

dated -----

Contract Agreement for the work of-----of GOA NATURAL GAS PRIVATE LIMITED

made on ----- between (Name and Address)-----

----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GOA NATURAL GAS PRIVATE LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

### WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

### AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS: -

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the



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CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.



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GOA NATURAL GAS PRIVATE LIMITED

(NAME OF THE CONTRACTOR)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS GOA NATURAL GAS PRIVATE LIMITED (hereinafter referred to as GNGPL ) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at C/O RAJAN VILLA, Plot No. 33, Goa Housing Board Colony, Behind Patrakar Colony, PORVORIM, Goa -403521 has entered into a CONTRACT with

..... \_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for

..... on the terms and conditions as set out, inter-alia, in the CONTRACT No.....  
Dated..... and various documents forming part

thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

i. GNGPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw)for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by GNGPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii. As a pre-condition to the supply of the said materials by GNGPL to the CONTRACTOR, GNGPL has required the CONTRACTOR to furnish to GNGPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

iii. NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GNGPL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to GNGPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to GNGPL forthwith on demand in writing without protest or demur the value as specified by GNGPL of the said





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material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with GNGPL's Cost and expenses (Inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. (Rupees).

AND THE CONTRACTOR hereby agrees with GNGPL that:

- i. This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of GNGPL arising hereunder upto and until the midnight of \_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii. This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to GNGPL in terms of hereof.
- iii. The mere statement of allegation made by or on behalf of GNGPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GNGPL to produce any documentary proof or other evidence whatsoever in support of this.
- iv. The amount stated in any notice of demand addressed by GNGPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GNGPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GNGPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated\_\_\_\_\_.

(SIGNED BY COMPETENT AUTHORITY)

Official seal of the CONTRACTOR

Place:

Dated: