



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**AAVANTIKA GAS LIMITED  
(A JOINT VENTURE COMPANY OF GAIL & HPCL)**

**BID DOCUMENT FOR  
MEDICALAIM GROUP HEALTH INSURANCE  
POLICY**

**TENDER NO.: AGL/493/T2/MEDICLAIM INSURANCE/2025**

**OPEN DOMESTIC COMPETITIVE**

**BIDDING ISSUED DATE: 03.03.2025**

**Important Dates**

Last Date & Time of Submission of Tender at AGL's Office, Indore.	<b>10/03/2025 up to 16.00 Hrs</b>
Date & Time of Opening of Un-Priced Bid at AGL's Office, Indore.	<b>10/03/2025 up to 16.30 Hrs</b>



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

<b>Sl.No.</b>	<b>Section</b>	<b>Particulars</b>
1.	Section – I	Invitation for Bid (IFB)
2.	Section – II	Instructions to Bidders (ITB)
3.	SECTION – III	Scope of Work
4.	SECTION – IV	General Condition of Contract - Goods (GCC-Goods)
5.	SECTION – V	Schedule of Rates (SOR)
6.	SECTION – VI	Forms and Formats

**\* CLAIM DUMP (FY 22-23, 23-24 and 24-25) SHEET IS ATTACHED SEPARATELY AS ANNEXURE-1, 2 & 3**



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**INVITATION FOR BID (IFB)**

**1. Introduction:**

Aavantika Gas Ltd. (AGL) is a Joint venture of GAIL & HPCL for implementation of City Gas Distribution projects in Madhya Pradesh. AGL is in to distribution of natural gas for transportation, industrial, commercial and domestic consumers at Indore, Ujjain, and Pithampur & Gwalior.

For our Corporate Office at Indore and for our Site Offices at Ujjain, Pithampur and Gwalior, we require Mediclaim Group Health Insurance Policy for AGL employees and their dependent family member from reputed insurance agency registered and approved from IRDA.

**2. Scope of Insurance Coverage:**

Mediclaim Group Health Insurance policy is required for AGL employees and their dependents. Sum Insured shall be ₹ 7,00,000/- for 31 employees (grade E3 and above) and sum insured shall be ₹ 5,00,000/- for 35 employees (grade E0 to E2) on floater basis. The coverage is required on cash less basis for One Year period from the date of inception of the policy.

Type of Policy	Mediclaim Policy on Floater basis
Number of Lives	Primary Member-66 Nos, Dependent-214 Nos, Total – 280 Nos
Family consists of	Self, Spouse, Dependent Parent (2 Nos) & Dependent Children (2 Nos)
Sum Insured	Rs 7,00,000 on floater basis of 31 employees grade E3 and above Rs 5,00,000 on floater basis for 35 employees grade E0 to E2

The details of employees & their dependents i.e. Age, Date of Birth, Sex etc., is attached herewith as Annexure-A.

For detailed terms & conditions of contract please refer Scope of Work attached herewith in Section-III-SCC.

- 1.0 PROJECT : CITY GAS DISTRIBUTION PROJECT FOR INDORE GA & GWALIOR GA**
- 2.0 SCOPE OF WORK : HIRING OF INSURANCE AGENCY FOR MEDICLAIM GROUP HEALTH INSURANCE POLICY**
- 3.0 CONTRACT PERIOD : REQUIRED CONTRACT PERIOD FROM THE DATE OF AWARD SHALL BE 01 YEAR.**
- 4.0 BID VALIDITY : 3 MONTHS FROM BID DUE DATE.**
- 5.0 BID SECURITY / EMD : Nil**
- 6.0 BID DOCUMENT FEE (NON-REFUNDABLE & NON TRANSFERABLE): NIL**
- 7.0 BID ISSUE DATE : Please refer Pg.1**
- 8.0 PRE BID MEETING : Please refer Pg.1**



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**9.0 BID DUE DATE & TIME : Please refer Pg.1**

**10.0 UN PRICED BID OPENING : Please refer Pg.1**

**11.0 PRICED BID OPENING : Will be informed later**

**13.0 VALIDITY OF OFFER**

The offer should remain valid for 3 months from the bid due date / extended due date of tender.

**14.0** The Bid Document calls for offers on single point "Sole Bidder" basis. Offers in consortium or Joint bid from bidders will not be considered for evaluation. Joint bid referred herein is an offer, which seeks order to be placed on more than one party / co-bidder.

**15.0** The prices once quoted shall not be changed whether resulting or arising out of any subsequent technical / commercial clarifications sought regarding the bid and even if any deviation or exclusion may be specifically stated in the bid.

**16.0** Bidder is advised to quote strictly as per scope & terms and conditions of bid document and not to stipulate any deviation / exceptions.

**17.0** Purchaser reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason, whatsoever.

**18.0** Bid document is non-transferable. Bids received from bidders in whose name Bid Document has been issued shall only be considered. Bidder must submit the Bid Document Fee in their name. Bid Document Fee will be submitted by Bidders as per Clause 7.0 above.

**19.0** Bidder shall ensure that Bid Security having a validity of 2 months beyond the offer validity, i.e. validity of 5 months from the bid due date, must accompany the offer in the format made available in the Bid Document. Offer, if unaccompanied with Bid Security, shall be rejected.

**20.0** Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax // Telegraphic/ E-Mail bids shall be rejected.

**21.0** AGL shall not be responsible for cost incurred in preparation and delivery of bids.

**22.0** This is **ZERO DEVIATION** bid document. The bids shall be evaluated as received without any Reference to the bidder. The Bids not meeting the Technical Specifications mentioned in the Technical Part of this Tender Document will be rejected.

**23.0** AGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.



**AAVANTIKA GAS LIMITED**  
**MEDICLAIM GROUP HEALTH INSUARANCE POLICY**  
**TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**24. Qualification Criteria:**

- 24.1 The Bidder must be an Insurance Company registered with Insurance Regulatory and Development Authority of India (IRDA).
- 24.2 Bidder has to submit copy of the valid Registration Certificate issued by the IRDA and payment confirmation of annual fees to IRDA for the year 2024-25.
- 24.3 The offers of Insurance Companies debarred/blacklisted by IRDA are liable to be rejected.

**24.3 How to Bid:**

- i. AGL has provided claim dump or claimed amount data till 31/01/2025 for the current ongoing policy. AGL has also provided the claim dump data for last Two FY i.e. for 23-24 and 22-23. This data will help the bidder to monitor the trend of claims put up during GHI policy. AGL has also provide Total number of lives, required sum insured as per employee grade and scope of Policy.
- ii. Bidder has to quote Lumpsum Premium Amount for different Sum Insured Value in SOR.
- iii. For addition of lives during the year, bidder will provide Age Band wise premium for sum insured of Rs 5, 00,000 and Rs 7, 00,000 respectively for one life in **Annexure to SOR**. This quoted premium based on age band will remain effective for one year and accordingly applicable in case of addition of lives in between the year. The same will be a part of scope of work. it will be calculated and paid to insurance provider on pro rata basis. The rates as per age band for SI are taken for evaluation purpose and number of addition of lives will be as per actual during the tenure of policy
- iv. The SOR (**Section-V**) has been prepared accordingly; bidder has to quote a premium amount based on claim dump data of previous three years and the premium amount for the addition number of lives as per age band.
- v. For deletion of lives during the year, premium will be calculated on pro rata basis till the last working day which will be reduced/minus from the total paid premium while starting of policy on per live basis. The same amount will be reflected in Credit Debit Account (**CDA**).

**24.4 EVALUATION AND AWARD CRITERIA**

- I. Price bid shall be opened on the same day as technical bid opening date.
- II. Evaluation shall be done on overall lowest premium quoted by bidder in SOR
- If more than one bidder quotes the same rate and happens to be L-1, then the Insurance Company who has the oldest registration with IRDA will be given preference for award.
  - For evaluation GST shall be considered @18% However, payment to the company shall be made as per actual.

25. Bids received after the due date and time, are liable to be rejected. Bids through Telex/Fax/E-mails are not acceptable.

26. AGL reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason whatsoever.

**27. Pre-Bid Meeting:**

The bidder(s) or his official representative, who will participate in bidding process, are invited to attend a pre-bid meeting which will take place on date specified in the



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

Tender document. Bidder(s) queries if any, must reach AGL office at least two days prior to pre-bid meeting date.

This Invitation for Bid (IFB) is an integral and inseparable part of the enclosed Bid Document.

**Yours faithfully,  
For Aavantika Gas Limited**

**Contract & Procurement Department  
Email- [cp@aglonline.net](mailto:cp@aglonline.net)**

Enclosure: Bid Document along with all attachments

**Note:**

- Bidder has to submit all the documents required in the tender with serial number starting from the Covering Letter itself. An index also to be provided displaying the details of the documents submitted and the respective serial number also. There is no need to put serial number on the Bid document.
- Bidder has to submit seal and sign copy of Tender document printed both sides on paper.
- AGL reserve the right to verify the qualification documents submitted by bidder for fulfilling the BEC criteria.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**COVERING LETTER FORMAT IN BIDDER'S LETTERHEAD**

Bidder Ref No.

Date:

To,  
Sr. Manager  
Contracts and Procurement Dept.  
Aavantika Gas Limited  
Second Floor 202-B, NRK Business Park,  
Vijay Nagar Square, AB Road, Indore-452010  
Tel- +91 (731) 4222520

**Tender No. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**Subject:** Letter of Bid Submission against Tender No. **AGL/493/T2/MEDICLAIM INSURANCE/2025** for mediclaim Group Health Insurance Policy.

Dear Sir,

With reference to above mentioned subject, please find enclosed herewith our Bid on behalf of "**BIDDER'S COMPANY NAME**", along with Tender documents and below enclosures as required for the Bid;

1. (Document Name e.g. Bidder's General Information, Form-2)
2. ....
3. ....
4. ....
5. ....
6. ....
7. ....

Thanks and Regards,

Submitted By: - "BIDDERS COMPANY NAME"  
Authorized Person: -  
Designation: -

Authorized Signatory



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

## **CUT-OUT SLIPS**

(ENCLOSED CUTOOUT SLIP TO BE PASTED ON ENVELOPES OF THE OFFER)





**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

CUT-OUT SLIP

**(Outer Envelope / UN Priced BID /Price Bid)**

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AAVANTIKA GAS LIMITED, INDORE  
PROJECT : CITY GAS DISTRIBUTION PROJECT  
BID DOCUMENT NO. : AGL/493/T2/MEDICLAIM INSURANCE/2025  
WORK : MEDICLAIM GROUP HEALTH INSURANCE POLICY

DUE DATE & TIME : To,  
C&P Department  
Aavantika Gas Limited,  
Second Floor 202-B, NRK Business Park, Vijay  
Nagar Square, AB Road, Indore-452010  
Telephone: +91 (731) 4222520

FROM

NAME:

ADDRESS:

(To be pasted on the Outer and other envelopes containing **Technical and Priced Bids**)



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

CUT-OUT SLIP

**(PRICED BID)**

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AAVANTIKA GAS LIMITED, INDORE  
PROJECT : CITY GAS DISTRIBUTION PROJECT  
BID DOCUMENT NO. : **AGL/493/T2/MEDICLAIM INSURANCE/2025**  
WORK : GROUP MEDICLAIM INSURANCE POLICY

DUE DATE & TIME : To,  
C&P Department  
Aavantika Gas Limited,  
Second Floor 202-B, NRK Business Park, Vijay  
Nagar Square, AB Road, Indore-452010  
Telephone: +91 (731) 4222520

FROM

NAME:

ADDRESS:



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**INSTRUCTION TO BIDDERS  
(ITB)**

**A. Introduction**

**1 SCOPE**

- 1.1 The Purchaser invites sealed bids for the entire work as specified in the Bid documents (hereafter referred to as the Work).
- 1.2 The Bid document specifies the contractor scope of work, terms & conditions.
- 1.3 All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the Bid document. Purchaser reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

**2 ELIGIBILITY OF BIDDERS.**

- 2.1 Bidders shall as part of their bid, submit a written Power of Attorney/Authorization Letter authorizing the signatory of the bid to bind the bidder.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar Works under this Invitation for Bids.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with ITB.

**3 ONE BID PER BIDDER**

- 3.1 A bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will be disqualified.
- 3.2 Alternative bids are not acceptable.

**4 COST OF BIDDING**

- 4.1 The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Purchaser will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

**5 NON-TRANSFERABILITY OF THE BID DOCUMENTS**

- 5.1 Bid Documents are non-transferable. The party to whom the Bid documents are issued may only furnish the bid. The bid received from any party other than to whom the Bid documents are issued shall be rejected immaterial of fact of any relationship between party to whom Bid documents are issued and party, who furnished the bid.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**6 SITE VISIT (As Applicable)**

- 6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 6.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

**BID DOCUMENTS**

**7 CONTENTS OF BID DOCUMENTS**

- 7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause 9.2 of Instruction To Bidder (ITB):
- 7.1.1 Invitation For Bid (IFB)
  - 7.1.2 Instruction To Bidder (ITB)
  - 7.1.3 Scope of Work
  - 7.1.4 General Condition of Contract
  - 7.1.5 Schedule of Rates (SOR)
  - 7.1.6 Forms and Formats

- 7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents. The Bid Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

**8 CLARIFICATION ON BID DOCUMENTS**

- 8.1 A prospective bidder requiring any clarification of the Bid Documents may notify Purchaser in writing or by fax at the address mentioned in the Invitation for Bid (IFB). Purchaser will respond in writing to any request for clarification of the Bid documents which it receives after issue of bid documents. Written copies of Purchaser's response (including an explanation of the query, if required, but without identifying the source of the query) will be sent to all prospective bidders who have received the Bid documents.

**9 AMENDMENT OF BID DOCUMENTS**

- 9.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents, by issuing corrigendum.
- 9.2 Any corrigendum thus issued shall be part of the Bid documents pursuant to ITB Clause-8 and shall be notified in writing by fax/ post to all prospective bidders, who have received the Bid documents. Prospective bidders shall promptly acknowledge receipt of each corrigendum by fax/ post to the Purchaser and submit along with their submission of bid.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

- 9.3 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

**C. PREPARATION OF BID DOCUMENT**

**10 LANGUAGE OF BID**

- 10.1 The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

**11 DOCUMENTS COMPRISING THE BID**

- 11.1 The bid prepared by the bidder shall comprise of the following components:

**11.1.1 Envelope- I: Super - scribing Techno-Commercial Un priced-Bid (PART-I).**

Envelope - I shall contain the following:

1. *Covering Letter with Bidder's Offer Number (Ref).*
2. *Form-1 Bidder General Information*
3. *Form-2 No Deviation Confirmation*
4. *Form-3 ,Form-4 & Form-5 on Bidder Letterhead.*
5. *Signed & Stamped copy of Tender.*
7. *Addendum / Corrigendum to the Tender (if any) issued by AGL, duly signed and stamped.*
8. *Power of Attorney/Authorization Letter authorizing the signatory of the bid to bind the bidder.*

**11.1.2 Envelope II: Super - scribing "Price Bid – Not to be Opened with Un-Priced Bid".**

*Envelope - II shall contain original Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page. In case of any correction, the bidders shall put his full signature and his stamp.*

Both envelopes should be further enclosed in a Master Envelope Super Scribed with the Tender Number, Name of the Bidder the Due date etc.

**12 BID PRICES**

- 12.1 The Prices should be quoted in INR only.
- 12.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services/ works it proposes to execute under the contract. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 12.3 Bid quoted for part scope is liable to be rejected.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

- 12.4 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in Bid document.)
- 12.5 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.
- 12.6 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration all applicable taxes, duties, overheads, communication charges, etc. and nothing extra shall be payable by the Purchaser.

**13 PERIOD OF VALIDITY OF BIDS**

- 13.1 The bid shall remain valid for 3 months from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

**14 BID SECURITY (EMD-NIL)**

- 14.1 Pursuant to IFB, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 14.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause- 14.7
- 14.3 The bid security will be in Indian Rupees and shall be in the form of Demand Draft / Banker's Cheque is to be drawn in favour of **Aavantika Gas Ltd**, payable at Indore or in the form of Bank Guarantee as per format F-3 enclosed in the Bid Document.
- 14.4 Any bid not secured in accordance with IFB and ITB Clause 14.3 may be rejected by the Purchaser as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause-13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause- 34 and furnishing the Contract Performance Guarantee pursuant to ITB Clause- 35.
- 14.7 **The bid security may be forfeited:**
- 14.7.1 If a bidder withdraws his bid during the period of bid validity.
- 14.7.2 In the case of a successful bidder, if the bidder fails:
- i) to accept the Work Order in accordance with ITB Clause- 34 or



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

- ii) to furnish Performance Guarantee in accordance with ITB Clause- 35
- iii) to accept correction of errors pursuant to ITB Clause- 27

14.8 Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential for proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be as per the format provided in the Bid Document.

14.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Bid Security & Tender Fees. NSIC / MSME certificate submitted shall be duly attested by CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLE STAMP.

#### **15 FORMAT AND SIGNING OF BID**

15.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB marked "original".

15.2 The bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.

15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are signed & sealed by the person or persons signing the bid.

#### **16 ZERO DEVIATION**

16.1 Bidder to note that this is a **zero deviation tender**. AGL will appreciate submission of offer based on the terms and conditions in the enclosed Special Conditions of Contract (SCC), Instructions to Bidder (ITB), Scope of work, etc. to avoid delay in seeking clarifications on technical/commercial aspects of the offer. Bids with any deviation to the bid conditions shall be **liable for rejection**.

### **D. SUBMISSION OF BIDS**

#### **17 SEALING AND MARKING OF BIDS**

17.1 Bid shall be submitted in the following manner in separate sealed envelopes duly super scribed as below:

**Envelope - I – Techno-commercial / Un-priced bid**

**Envelope - II- Priced Bid "Not to be opened with Un-priced Bid"**

17.2 Both envelopes containing Bid Documents and Price Bids shall further be sealed in one Master (outer) envelope super - scribing Name of Project, Tender Document Number and shall be addressed to the Purchaser at the address given in IFB.

17.3 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if warranted.

17.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequential



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

rejection. The Purchaser recommends submission of Bids in – person and will assume no responsibility for any delay / damage to the bids received by Post / Courier.

**18 DEADLINE FOR SUBMISSION OF BID**

- 18.1 The Bid must be received by Purchaser (AGL) at the address as specified in IFB but not later than the time and date as specified in IFB.
- 18.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

**19 LATE BIDS**

- 19.1 Any bid received by the Purchaser after the deadline for submission of bid pursuant to clause no. 18 of ITB will be declared “Late” and rejected and may be returned unopened to the bidder at the sole discretion of the Purchaser.

**20 MODIFICATION AND WITHDRAWAL OF BIDS**

- 20.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the Bid document, with the outer envelopes additionally marked “modification” or “withdrawal” as appropriate. A withdrawal notice may also be sent by fax/post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.
- 20.3 No bid shall be modified after the deadline for submission of bid.
- 20.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder’s forfeiture of its bid security, pursuant to clause 14.7 of ITB.

**E. BID OPENING AND EVALUATION**

**21 BID OPENING**

- 21.1 The Purchaser will open all bids in the presence of Bidders’ representatives who choose to attend, at the time, on the date and place (as specified in IFB). The Bidders’ representatives, who are present, shall sign a register evidencing their attendance, if so required by the Purchaser.
- 21.2 The Bidder’s names, bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at





**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 19.

21.3 Bids (and modifications sent pursuant to ITB Clause 20) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.

21.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

## **22 CLARIFICATION OF BIDS**

22.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

## **23 CONTACTING THE PURCHASER**

23.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.

23.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

## **24 PRELIMINARY EXAMINATION OF BIDS**

24.1 Techno-Commercial Bid Evaluation

24.1.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

24.1.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.

24.1.3 No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.

24.1.4 The Purchaser's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Purchaser.

24.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bid documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

- 24.1.5.1 Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- 24.1.5.2 Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 24.1.5.3 Requisite forms contain all necessary information stipulated in the Bid Document.

**25 REJECTION CRITERIA**

- 25.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 25.2 The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:
  - 25.2.1 Tender Fees & Bid Security (EMD) i.e. non-submission, shorter Value (tender fee/EMD) or Bid Security (EMD) not complying with the specified requirements. (if applicable)
  - 25.2.2 Non acceptance of Contract Performance Bank Guarantee as per tender. (if applicable)
  - 25.2.3 Period of validity of bid.
  - 25.2.4 Firm & fixed Prices throughout execution of contract
  - 25.2.5 Offer for complete scope of work
  - 25.2.6 Warranty and guarantee for work executed/ defect liability
  - 25.2.7 Resolution of Dispute/ Arbitration clause.
  - 25.2.8 Payment terms.
  - 25.2.9 Validity of Contract.
  - 25.2.10 Prices as per Schedule of Rates.
  - 25.2.11 Price reduction schedule provisions.
  - 25.2.12 Penalty provisions

**26 OPENING OF PRICE BID**

- 26.1 The Bidder whose bid is found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 26.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

**27 ARITHMETIC CORRECTIONS**

- 27.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:
  - 27.1.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
  - 27.1.2 If there is a discrepancy between words and figures, the amount in words will prevail;



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

27.2 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

**28 EVALUATION AND COMPARISON OF BIDS : Refer Clause 24.0 of IFB**

**29 POST-QUALIFICATION**

29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**F. AWARD**

**30 AWARD CRITERIA**

30.1 Subject to ITB Clause 21 to 29 of section E, the Purchaser will place the order on the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the order satisfactorily. The Award of Work shall be done in accordance with Clause No. 4 of IFB of this Document.

**31 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD**

31.1 Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions.

31.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.

31.3 Vendor has to carry out the Work simultaneously as mentioned in Schedule of Rates for each location as per the direction of EIC.

**32 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

32.1 Purchaser 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 obligations to inform the affected bidder or bidders the reason for the Purchaser's action.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**33 NOTIFICATION OF AWARD / FAX OF INTENT**

- 33.1 Prior to the expiration of period of bid validity, the Purchaser will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted.
- 33.2 The date of Fax of Intent for notification of Award will constitute effective date.
- 33.3 Upon the successful bidder's furnishing of Contract Performance Bank Guarantee (CPBG), pursuant to ITB Clause 35, the Purchaser will promptly notify each unsuccessful bidder and will discharge the bid security of such bidders.

**34 ACCEPTANCE OF WORK ORDER**

- 34.1 Purchaser will issue the Work Order to the successful bidder on receipt of acceptance, within 7 days of award of work bidder shall sign all pages and return the acceptance copy of the Work Order to the Purchaser.

**35 CONTRACT PERFORMANCE BANK GUARANTEE (NOT APPLICABLE)**

- 35.1 Within Fifteen (15) days of the receipt of the notification of award/ Fax of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.
- 35.2 The Contract Performance Bank Guarantee shall be for an amount as defined in General Conditions of Contract (GCC) towards faithful performance of the contractual obligations. This bank guarantee shall be valid for a period of 3 months beyond the expiry of the contract, including the defect liability period.
- 35.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

**36 CORRUPT AND FRAUDULENT PRACTICES**

- 36.1 The Purchaser requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows :
- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
  - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Purchaser, and includes collusive practice amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- 36.2 Purchaser will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question;
- 36.3 Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**37 INCOME TAX LIABILITY**

37.1 The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

**38 EMPLOYEE PROVIDENT FUND (EPF) (Not Applicable)**

38.1 Bidders have to furnish the proof of existing Employee Provident Fund details.

**39 GENERAL**

39.1 Any failure on the part of the Purchaser at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the Purchaser to exercise the same at any later date.

39.2 The work will be supervised by Purchaser's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.

39.3 During the tenancy of this contract, Purchaser can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.

39.4 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Purchaser or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all- inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**VENDOR EVALUATION PROCEDURE**

**1.0 PROCEDURE FOR EVALUATION FOR PERFORMANCE OF VENDORS /SUPPLIERS/CONTRACTORS/CONSULTANTS**

**2.1 GENERAL**

A system for evaluation of Vendors/Suppliers/Contractors/Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors /contractors /consultants need to be closely monitored to ensure timely receipt of supplies from a vendor, completion of an assignment by a consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of project and meeting the operation & maintenance requirement of Operating Plant / Location, it is necessary to monitor the execution of order or contract right from the award stage to completion stage and take corrective measures in time.

**2.2 OBJECTIVE**

The objective of evaluation of performance aims to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultant so that they consistently meet or exceed expectations and requirements.

The purpose of this is to put in place a system to monitor performance of Vendors/ Suppliers/ Contractors / Consultants associated with AGL in Project and O&M so as to ensure timely completion of various project, timely receipt of supplies including completion of works & services for operation and maintenance of Operating Plant / Location and quality standards in all respects.

**2.3 METHODOLOGY**

- i) Preparation of Performance Rating Data Sheet  
Performance rating data sheet for each and every Vendor/Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs 07 Lakhs and above is recommended to be drawn up. Further, Performance rating data sheet for orders/contracts of Vendor/Supplier/Contractor/Consultant who are on watch list/holiday list/banning list shall be prepared irrespective of order/contract value. These data sheets are to be separately prepared for orders/contracts related to Projects and O&M within 30 days after execution of Order/Contract. Format, Parameters, Process, responsibility for preparation of Performance Rating Data sheet are separately mentioned.  
In case of non-performance, these data sheets are to be prepared, as and when need arises.
- ii) Measurement of Performance  
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/Supplier/Contractor/Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
- iii) Initiation of Measures:  
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/Supplier/Contractor/Consultant. Response of Vendor/Supplier/Contractor/Consultant would be considered before deciding further course of action.
- iv) Implementation of Corrective Measures:  
Based on the response of Vendor/Supplier/Contractor/Consultant pertaining to ongoing or completed orders/contracts, concerned Authority as specified in PO/WO would take



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

approval from Competent Authority and recommend for continuation or discontinuation of such party from the business of AGL.

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

Note: All departments other than Projects like O&M, HSE, HR, F&A, Marketing etc. will be covered under definition of O&M.

**2.4 EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendor/Supplier/Contractor/Consultant:

- i) Orders/Contracts below the value of Rs 07 Lakhs if Vendor/Supplier/Contractor/Consultant is not on watch list/holiday list/banning list.
- ii) Orders for Miscellaneous/Administrative items/Non stock Non valuated items.

However, concerned Engineer-in-Charge/OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M due to non-performance of Vendor/Supplier/Contractor/Consultant in all such cases.

**2.5 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/  
SUPPLIERS/CONTRACTOR/CONSULTANTS**

**2.5.1 FOR PROJECTS:**

- i) Evaluation of performance of Vendors/Suppliers/Contractors/Consultants in case of PROJECTS shall be done within 30 days of Commissioning of any Project / Completion of Contract.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format enclosed) for all Orders and Contracts excluding cases under Para 2.4.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sr. No.	Performance rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action
5	EXCELLENT	Appreciation Letter to the concern

- iv) Reply from the concerned Vendor/Supplier/Contractor/Consultant shall be examined by EIC. In case of satisfactory reply, Performance Rating data sheet to be closed with a letter to the concerned for improving performance in future.





**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken based on recommendations of site level committee and HO level committee:

*The methodology for processing of cases of “POOR” (as per Performance Rating) shall be as under:*

i) *Within 7 days of issuance of explanation Letter by EIC or no reply/receipt of non-satisfactory reply to explanation letter for “Poor” Performance Rating, site level committee will recommend the case to HO level committee.*

ii) *On receipt of above details from Site level committee, HO level committee will take approval from Competent Authority and accordingly HOD (C&P) will issue Advisory notice (duly vetted by Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a Period of Three (03) Years.*

*The copy of Advisory notice will also be sent to all OICs/HoDs for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/Consultant in other ongoing/new Orders/Contracts placed on them.*

*Simultaneously AGL’s SAP/Portal will be Yellow Flagged for such Vendor.*

iii) *For the case of “Subsequent Instances” in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to C&P for further deliberation by a HO Level Committee consisting of following:*

*(1) HOD (C&P)*

*(2) HOD (F&A)*

*(3) HOD (HSE-Q)*

*(4) HOD of Concerned department.*

*All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc will be as per vendor performance.*

*On receipt of reply to SCN, C&P will forward the same to concerned OIC/HoD at HO for point wise reply to issues brought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.*

*On receipt of recommendation from site committee through OIC/HoD at HO, the matter will once again be deliberated by the aforesaid HO level committee. All other subsequent process of committee recommendation for keeping the Vendor/Supplier/Contractor/Consultant on holiday or otherwise, vetting of speaking order, approval etc. will be as per vendor performance.*

- A) **Where Performance rating is “POOR”** (as per Performance rating carried out after execution of Order/Contract and where no reply/unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/Consultant along with Sharing the Performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - a) **First Instance: Holiday (Red Card) for Two Years, and effect of Holiday will be as mentioned in Clause No. 2.7**
  - b) **Subsequent instance (s) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):





**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

- a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (03) Years.
- b) **Second such instance in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (red Card) for a period of One Year.**
- c) **Subsequent instances (more than two) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for Three Years**

**(B)** Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under relevant Contract Clauses)

- (a) **First Instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated/offloaded. Moreover, it will be insured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract / order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/non-performance in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant.

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red card) for period of Three Years and they shall also to be considered for suspension.**

A provision in AGL's SAP/Portal will be made for flagging (**Yellow card and Red card**) of such Vendor/Supplier/Contractor/Consultant so as to track their performance. List of such Vendor/Supplier/Contractor/Consultant shall also be uploaded on the AGL's intranet/web site.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/Proposal for Price Bid Opening** so that delivery/execution may be closely monitored by the concerned.

**2.5.2 FOR CONSULTANCY JOBS**

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described above in 2.5.1 except the functions of Project Manager will be performed by concerned In-charges of user departments such as Project, Marketing, HR, Finance, HSE etc.



**AAVANTIKA GAS LIMITED**  
**MEDICLAIM GROUP HEALTH INSUARANCE POLICY**  
**TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**2.5.3 FOR OPERATION & MAINTENANCE:**

- i) Evaluation of performance of Vendors/Suppliers/Contractors/Consultants in case of Operations and maintenance shall be done within 30 days of execution of order/contract or Completion of Contract.
- ii) After execution of orders/contracts a Performance Rating Data Sheet (Format enclosed) shall be prepared by respective Engineer-in-Charge excluding cases under Para 2.4.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge:

Sl. No.	Performance rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action
5	EXCELLENT	Appreciation Letter to the concern

- iv) Reply from the concerned Vendor/Supplier/Contractor/Consultant shall be examined. In case of satisfactory reply, Performance Rating data sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken based on recommendations of site level committee and HO level committee:

*The methodology for processing of cases of "POOR" (as per Performance Rating) shall be as under:*

- i) *Within 7 days of issuance of explanation Letter by EIC or no reply/receipt of non-satisfactory reply to explanation letter for "Poor" Performance Rating, site level committee will recommend the case to HO level committee.*
- ii) *On receipt of above details from Site level committee, HO level committee will take approval from Competent Authority and accordingly HOD (C&P) will issue Advisory notice (duly vetted by Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a Period of Three (03) Years.  
The copy of Advisory notice will also be sent to all OICs/HoDs for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/Consultant in other ongoing/new Orders/Contracts placed on them.  
Simultaneously AGL's SAP/Portal will be Yellow Flagged for such Vendor.*
- iii) *For the case of "Subsequent Instances" in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to C&P for further deliberation by a HO Level Committee consisting of following:  
(5) HOD (C&P)  
(6) HOD (F&A)  
(7) HOD (HSE-Q)  
(8) HOD of Concerned department.  
All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc will be as per vendor performance.*



**AAVANTIKA GAS LIMITED**  
**MEDICLAIM GROUP HEALTH INSUARANCE POLICY**  
**TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

*On receipt of reply to SCN, C&P will forward the same to concerned OIC/HoD at HO for point wise reply to issues bought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.*

*On receipt of recommendation from site committee through OIC/HoD at HO, the matter will once again be deliberated by the aforesaid HO level committee. All other subsequent process of committee recommendation for keeping the Vendor/Supplier/Contractor/Consultant on holiday or otherwise, vetting of speaking order, approval etc. will be as per vendor performance.*

- A) **Where Performance rating is “POOR”** (as per Performance rating carried out after execution of Order/Contract and where no reply/unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/Consultant along with Sharing the Performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - a) First Instance: Holiday (Red Card) for Two Years, **and effect of Holiday will be as mentioned in Clause No. 2.7**
  - b) Subsequent instance (s) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
  - a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (03) Years.
  - b) Second such instance in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (red Card) for a period of One Year.
  - c) Subsequent instances (more than two) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for Three Years

**(B)** Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under relevant Contract Clauses)

- (a) **First Instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated/offloaded. Moreover, it will be insured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract / order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/non-performance in



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant.

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red card) for period of Three Years and they shall also to be considered for suspension.**

A provision in AGL Portal will be made for flagging (**Yellow card and Red card**) of such Vendor/Supplier/Contractor/Consultant so as to track their performance. List of such Vendor/Supplier/Contractor/Consultant shall also be uploaded on the AGL's web site.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/Proposal for Price Bid Opening** so that delivery/execution may be closely monitored by the concerned.

**2.6 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY**

An order for Holiday passed for a certain specific period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/Supplier/Contractor/Consultant is put on a Holiday due to quality, and new order is placed on bidder after restoration of Vendor/Supplier/Contractor/Consultant, such order will be properly monitored during execution stage by the concerned site incharge.

**2.7 EFFECT OF HOLIDAY**

- A) If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/Supplier/Contractor/Consultant should not be considered in ongoing tenders/future tenders.
- B) However, if such Vendor/Supplier/Contractor/Consultant is already executing any other order/contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and condition of the contract.
- C) Effect on other ongoing tendering:
  - i) After issue of the enquiry/bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
  - ii) After opening of the Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
  - iii) After opening of Price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L-1), then such tender shall also be cancelled and re-invited.

- 2.8 While putting the Vendor/Supplier/Contractor/Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

division of the errant Vendor/Supplier/Contractor/Consultant shall not be considered for putting on holiday list.

Any Bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 2.9** In an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to AGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

**2.10 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY**

- a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- d) "Appellate Authority" shall mean Committee of nominee director of either GAIL or HPCL other than Chairman of the AGL Board and Executive management i.e. Managing Director and Director (Commercial) of Aavantika Gas Limited.

**2.11 ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, AGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on watch List (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of Sl. No. 2 of Para (A) of Clause no. 2.5.1 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

- 2.12** In case GST department or any other Statutory department brings to the notice of AGL that a party has not paid to the credit of the Government the GST or any Statutory payment collected from AGL, then party will be put on holiday for a period of Six months after following the due procedure, including holding his payment.

- 2.13** All departments other than Projects like O&M, HSE, HR, F&A, Marketing etc. will be covered under definition of O&M.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

- 2.14** Further, **PERFORMANCE RATING DATA SHEET** (FOR PROJECTS/CONSULTANCY JOBS/O&M) is enclosed for reference for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.
- 2.15** Site level committee of Three members shall be formed for location other than Indore (HO), comprising of OIC of the location and available senior most members at the location of User and HSE-Q department.  
# Site level committee of Two members shall be formed for Indore location, comprising of available senior most members of User and HSE-Q department below HOD level.
- 2.16** As per the recommendations received from Site level Committee and HO level Committee, Head of the C&P department has to take Approval from Competent Authority prior issuing any letter to vendor regarding putting a vendor on a Watch list or Holiday list.  
However, Show Cause/Explanation notices for putting vendors on Watch list or Holiday list may be issued by HOD of user department or HOD (C&P).



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**AAVANTIKA GAS LIMITED  
PERFORMANCE RATING DATA SHEET**

- (i) Project/Work Centre :
- (ii) Order/Contract No. & Date :
- (iii) Brief description of Items Works/Assignment:
- (iv) Order/Contract value (Rs.) :
- (v) Name of Vendor/Contractor/ Supplier/Consultant :
- (vi) Contractual delivery/ Completion Schedule:
- (vii) Actual delivery/ Completion date:

Performance Parameter	Delivery/Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Note:  
Remarks (if any)

**PERFORMANCE RATING (\*\*)**

**Note:**

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (\*) Allocation of marks would be as per enclosed instructions
- (\*\*) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1.	60 & below	POOR
2.	61 - 70	FAIR
3.	71 - 80	GOOD
4.	81 - 90	VERY GOOD
5.	MORE THAN 90	EXCELLENT

*Signature of Authorized signatory with Name & Designation*





**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**INSTRUCTIONS FOR ALLOCATION OF MARKS**

Marks are to be allocated as under:

**i. DELIVERY/COMPLETION PERFORMANCE: 40 MARKS**

Delivery Period / completion Schedule		Delay in Weeks	Marks
a)	Up to 3 months	Before CDD	40
		Delay up to 3 weeks	35
		Delay up to 6 weeks	30
		Delay up to 9 weeks	25
		Delay up to 12 weeks	20
		Delay up to 15 weeks	15
		More than 15 weeks	0
b)	Above 3 months	Before CDD	40
		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 16 weeks	20
		Delay up to 20 weeks	15
		Delay up to 24 weeks	10
		More than 24 weeks	0

**ii. QUALITY PERFORMANCE 40 MARKS**

For Normal Cases: No Defects/No Deviation/No failure: 40 marks

i)	Rejection/Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
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**AAVANTIKA GAS LIMITED**  
**MEDICLAIM GROUP HEALTH INSURANCE POLICY**  
**TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

ii)	When quality failure endangers the system integration and safety of the system.	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii)	Number of deviations	No. deviation No. of deviations <=2 No. of deviations >2	5 Marks 2 marks 0 marks

**iii. RELIABILITY PERFORMANCE  
FOR WORKS / CONTRACTS**

**20 MARKS**

i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks

**FOR SUPPLIES**

i)	Submission of order acceptance, PBG , Drawing and other documents within time	5 marks
ii)	Attending complaints and requests for after Sales service/warranty repairs and/or query/advice (up to the evaluation period)	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

## **SECTION-III Scope Of Work**



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**SCOPE OF WORK**

**SCOPE OF WORK – MEDICLAIM GROUP HEALTH  
INSURANCE POLICY**

1. A Group Medclaim Insurance policy is required for AGL employees and their dependents. Sum Insured per family shall be Rs.7,00,000/- for employee having grade E3 upwards and Rs. 5,00,000/- for employee having grade E0 to E2 on floater basis during the policy period. The coverage is required on cash less basis from the date of inception of the policy for one year which can be extended on mutual consent on same rate, terms and conditions.
2. **For addition of lives during the year** – tentative one (1) number of lives in each age band are shared, Bidder will provide net premium calculation as per age band provided starting from zero (0) year for sum insured of Rs 5,00,000/- and Rs 7,00,000/- respectively. The premium will be based on age band for the whole year and accordingly during addition of lives in between of policy tenure it will be calculated and paid to insurance provider on pro rata basis. The rates as per age band for SI are taken for evaluation purpose and number of addition of lives will be as per actual during the tenure of policy
3. **For deletion of lives during the year** – On the basis of actual premium paid during starting of the policy and accordingly the same will be calculated on pro rata basis till the last working day. This will be reduced/minus from the total paid premium during starting of policy. The amount will be reflected in CDA account.
4. For bid evaluation purpose, please refer SOR.

**Policy should cover below conditions**

5. A Group Medclaim Insurance Policy is required for AGL employees and their dependents family members (Self + Spouse + 02 Nos - Dependent Children + 02 Nos - Dependent Parent). No age limit to be considered for maximum age of any family member.
6. Sum Insured per family shall be Rs.7,00,000/- for employees in E3 and above grades and Rs. 5,00,000/- for employees in E0 to E2 grades on floater basis during the policy period. The coverage is required on cash less basis from the date of inception of the policy for one year which can be extended on mutual consent on same rate, terms and conditions.

Sr. No.	Employees in Grade	Total Number of Employees	Sum Insured
1	E0 to E2	31	Rs. 5,00,000/-
2	E3 & above	31	Rs.7,00,000/-

7. As on date the details of employees & their dependents i.e. Employees Grade, Coverage on required floater basis, age, date of birth, sex etc., is attached herewith as **Annexure-A**



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

8. Family shall mean employee, spouse, 02 dependent Parents and 02 dependent children.
9. The premium quoted shall remain firm till the expiry of the contract and the insurer shall not be entitled to increase or revision (statutory or otherwise) or any other right or claim whatsoever.
10. The premium shall be paid in advance after issuing of WO on Annual basis or at the time of renewal, addition of lives in the policy if applicable.
11. New employees joining the Group mid-term, Spouse of newly married employee or new born child of employee should be covered by charging premium on pro-rata basis as mentioned above in addition of lives condition.
12. Midterm inclusion/deletion of members are allowed subject to the confirmation from AGL.
13. Suitable provision for addition and deletion of members during the contract period shall be available. For which Premium shall be calculated on pro rata basis.
14. Refund should be allowed on pro-rata basis for the unexpired period in case of withdrawal of the policy.
15. Physical health card to be issued Individual and dependent.
16. Cashless Access Service: The Insurer has to ensure that all the members are provided with adequate facilities so that they do not have to pay any deposits at the commencement of the treatment or at the end of the period in the network hospital of the Insurer subject to the allowable limit. In other cases all reimbursement of claim must be settled within 30 days of submission of final bill. Query against the submitted bill if any must be raised within a week by the Insurance Company / TPA.
17. Pre Existing Diseases coverage required for all insured persons.
18. Coverage for Pre and Post hospitalization for 30 days and 60 days required.
19. On hospitalization capping for normal room rent (excluding service charges) to be 1.5% of sum insured on per day basis & 2.5% for ICU/ICCU of sum insured on per day basis.
20. The Policy should cover expenses of hospitalization (Room Charges, Doctors/ Surgeon, Anesthetist, Medical Practitioner, Consultants special fees, ICU/ICCU, Medicines, pathology reports, Anesthesia, Blood, Oxygen, OT Charges, Surgical appliances, Medicines, Drugs, Diagnostic Material, X-Ray, Dialysis, Chemotherapy, Radiopathy, Cost of Pacemaker, Artificial Limbs and cost of Stent & Implant etc.) on a reimbursement/cashless basis, incurred as a result of illness and/or accidents as an inpatient in a recognized hospital with no restriction on the limit.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

21. All doctors' charges including Surgeon, anaesthetist, medical practitioner, consultants, specialist fees whether charged within the main hospitalization bill and/or billed separately to be covered under the policy and will not form part of non-admissible expenses.
22. Day care procedures / treatments or any other similar surgery procedure / treatment taken in the hospital where the patient is discharged on the same day require to be covered on actual basis.
23. Maternity benefit sub limit – Rs 70000/- for normal cases and Rs 100,000/- for C section cases or actual whichever is less.
24. Maternity and Newborn benefit: Includes maternity related procedure/treatments arising from child birth (including both normal delivery/caesarean section, including miscarriage or abortion included by accident or other medical emergency treated in a registered hospital/nursing home should be cover.
25. Newborn child (single/twins) to an insured mother would be covered under the policy from day one for the expenses incurred for treatment taken in registered Hospital / Nursing Home as in patient and will be treated as a part of the mother.
26. Waiting period for the Maternity Benefit should be waived off.
27. New born baby should be covered from day one, irrespective of the Maternity Benefit.
28. Congenital diseases for new born child shall be covered under the policy.
29. Any type of treatment or procedure or surgeries which require Laser Assistant should be reimbursed due to advancement to technology.
30. The Policy should cover the medical expenses for In – patient treatment in a recognised psychiatric unit of a hospital including consultation, diagnostics, counselling and / or therapy and medication. The in – patient treatment under this benefit must at all times be administrated under the direct control of the registered psychiatrist.
31. Waiting period (30 days, First year, etc.) will not be applicable.
32. Local Ambulance charges for admission, transfer to another hospital and /or discharge under critical condition should be cover on actual.
33. Ambulance charges should be cover per incident in case of emergency.
34. Service Charge levied by the Hospital or any other charges similar in nature would be payable under the policy.
35. Day care procedures to be covered as per standard list.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

## ANNEXURE-A (Please refer Attachment)

**DETAILS OF EMPLOYEES AND FAMILY MEMBERS FOR GROUP MEDICLAIM  
INSURANCE FOR YEAR 2025-2026**



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**SECTION - IV**

**GENERAL CONDITIONS OF CONTRACT**



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

## **1 DEFINITIONS**

- 1.1 All the initial capitalized terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 'Agreement' or 'Contract' means the agreement entered into between the AGL and the Bank, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 1.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the AGL for Completion of all obligations of the Bank under the Agreement.
- 1.4 'Bank/Bidder' means the person or firm or body corporate appointed by the AGL for the purposes of providing services as determined by him in connection with this Agreement and named in SCC.
- 1.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.6 'Contract Price' means the price payable to the Bank under the Contract for the full and proper Performance of all its contractual obligations.
- 1.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 1.8 'Engineer' means an authorized representative of the AGL, if any, to which the AGL has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the AGL. For avoidance of doubt, may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the AGL, mutatis mutandis.
- 1.9 'Effective Date' means a date on which Bank's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.10 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.11 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 1.12 'Site' or 'AGL's stores' means the place or places named in tender document.
- 1.13 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.14 'Bid' or 'Tender' shall have the same meaning.

## **2 INTERPRETATION OF CONTRACT DOCUMENT**

2.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

2.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.





**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

2.3 Wherever it is mentioned in the specifications that the BANK shall perform certain WORK or provide certain facilities, it is understood that the BANK shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

### **3 CONFIDENTIALITY**

3.1 The Bank cannot, without agreement of the AGL, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the AGL / Engineer / Inspector.

3.2 Further, Bank is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by AGL/ Engineer/ Inspector. The AGL retain the right to claim damages from the Bank in the case where these documents have been used without such written consent.

3.3 However, these obligations do not apply to documents for which it can be demonstrated that

- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
- Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

3.4 Regarding the application of this clause, the experts appointed by the AGL/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Bank, the same obligations as the AGL in these matters.

3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the AGL and shall be returned (all copies) to the AGL on completion of the Bank's obligations under the Agreement, if so required by the AGL.

### **4 PRICES**

4.1 Prices charged by the Bank for Goods delivered and all Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Bank in its bid, with the exception of any price adjustments authorized as per tender document.

### **5 T A X E S , DUTIES, ETC.**

5.1 The Bank agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Bank and the Bank shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.

5.2 Bank further agrees to defend, indemnify and hold AGL harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Bank of such laws, suits or proceedings that may be brought against the AGL arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

5.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

## **6 STATUTORY VARIATION**

6.1 All statutory variations, change in law or imposition of any new taxes/ duties / levies by any Central Government/ State Government/ Civil Agencies shall be to Bank's account except for statutory variations in GST, which shall be reimbursed by AGL against documentary evidence submitted by the Bank.

## **7 CHANGE IN CONSTITUTION**

7.1 Where the BANK is a partnership firm, the prior approval of the AGL shall be obtained in writing, before any change is made in the constitution of the firm. Where the BANK is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such BANK enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the BANK. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

## **8 MEMBERS OF THE AGL NOT INDIVIDUALLY LIABLE**

8.1 No Director, or official or employee of the AGL shall in any way be personally bound or liable for the acts or obligations of the AGL under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained

## **9 SETTLEMENT OF DISPUTES**

9.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.

9.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.

9.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

9.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of AGL, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to AGL in any manner whatsoever.

9.5 The Arbitration proceedings shall be held in Indore and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

9.6 It is hereby clarified that the Courts at Indore alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.

9.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**10 LIMITATION OF LIABILITY :As per Agreement with successful bidder.**

**11 GOVERNING LANGUAGE**

32.1 The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

**12 APPLICABLE LAW**

12.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Indore shall have exclusive jurisdiction.

**13 NOTICES**

13.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.

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

**14 DATE OF COMING INTO EFFECT**

14.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SC

**15 DEFENCE OF SUITS**

15.1 If any action is brought before a Court, Tribunal or any other Authority against the AGL or an officer or agent of the AGL, for the failure, omission or neglect on the part of the BANK to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the BANK, his agents, representatives, or in connection with any claim based on lawful demands of BANK's workmen or employees, the BANK, shall in such cases indemnify and keep the AGL and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**16 MODIFICATION IN CONTRACT**

16.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by AGL by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

16.2 AGL shall not be bound by any printed conditions or provisions in the Bank's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**17 INDEMNITY**

17.1 Bank shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Bank hereby undertake to indemnify the AGL against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

**18 JURISDICTION**

18.1 The contract shall be governed by and constructed according to the laws in force in India and the Courts at Indore alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

**19 FORCE MAJEURE (AS APPLICABLE)**

19.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.

19.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.

19.3 Upon such occurrence, Bank shall immediately inform the AGL and only in case AGL decides, Bank shall interrupt the CNG re-fuelling. In case of any emergency, Bank shall activate Emergency Response Plan (ERP) as per AGL's approved procedures.

19.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

19.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended for the period for which such cause lasts.

**20. TERMINATION FOR DEFAULT**

1. Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Owner reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Owner's rights of receiving reparation for the resulting damage.
2. The Owner may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**SECTION - V**  
SCHEDULE OF RATES (SOR)

**SOR – Premium for Current Lives**

<b>Sr. No.</b>	<b>Item Description</b>	<b>AGL Employees Grade</b>	<b>Number of AGL Employees</b>	<b>Nos. of Lives to be covered under GHI Policy including employees</b>	<b>Sum Insured Per Employee Family</b>	<b>Total Premium Amount excluding GST Rs.</b>
<b>1</b>	<b>Providing Medical Group Health Insurance Policy for AGL Employees as per scope for One (1) Year</b>	<b>E3 and above</b>	<b>31</b>	<b>136 (31+105)</b>	<b>Rs. 7,00,000</b>	
<b>2</b>		<b>E0 to E2</b>	<b>35</b>	<b>144 (35+109)</b>	<b>Rs. 5,00,000</b>	
<b>TOTAL PREMIUM (1+2) (EXCLUDING GST)</b>						



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**ANNEXURE TO SOR**

**Premium for Addition/Deletion of Lives (Excluding GST)**

**Bidder to quote Age Band Wise Premium for Single life in below table**

Sum Insured of Rs. 700000/-											Sr. No. 3
Age Band	0 to 18 Years	19 to 35 years	36 to 45 years	46 to 55 years	56 to 60 years	61 to 65 Years	66 to 70 years	71 to 75 years	76 to 80 years	81 & Above	Total of quoted Unit rate Premium for all age band (X)
No. of Lives	1	1	1	1	1	1	1	1	1	1	
Premium Amount Quoted for one Year											
Sum Insured of Rs. 500000/-											Sr. No. 4
Age Band	0 to 18 Years	19 to 35 years	36 to 45 years	46 to 55 years	56 to 60 years	61 to 65 Years	66 to 70 years	71 to 75 years	76 to 80 years	81 & Above	Total of quoted Unit rate Premium for all age band (X)
No. of Lives	1	1	1	1	1	1	1	1	1	1	
Premium Amount Quoted for one Year											



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**General Conditions:**

- 1) The applicable rate of GST shall be paid extra at actual against documentary proof. However, for evaluation purpose GST @ 18% shall be considered.
- 2) Please refer Scope of Work
- 3) Please refer list of staff/employees and dependents for Mediclaim GHI Policy.
- 4) Please refer claim dump or claim paid for FY 2022-23, 2023-24 and 2024-25 (till 01/01/2025) data sheet attached as Annexure-1, 2 & 3.  
Claim dump amount for FY 2022-23 : Rs. 27,36,997  
Claim dump amount for FY 2023-24 : Rs. 14,36,063  
**Claim dump amount for FY 2024-25 (Till 31.01.2025) : Rs. 23,91,705**
- 5) Bidders has to quote **Lumpsum Premium Amount for different Sum Insured Value in SOR .**
- 6) **For Annexure of SOR - Bidder has to quote premium amount for one year for each one number of life in each age band for SI of Rs 700000/- and Rs 500000/- respectively. This amount will be freeze throughout the year and as per required addition/deletion of lives during the year the premium will be paid on pro rata basis. (The amounts filled in ANNEXURE TO SOR has NO relation with the total Premium Amount to be paid for start of Policy)**
- 7) **Bidder are hereby requested to kindly check the claim dump data provided by AGL for last 03 FY i.e. 2021-22, 2022-23 and 2023-24. Kindly check the trend of Mediclaim's in order to quote competitive rates for upcoming GHI policy.**

**Note:**

1. Bidder has to quote in the specified format only. No conditional bid shall be accepted and shall be summarily rejected.
2. Bidders are advised not to submit any conditional price bids. Terms and conditions, if any, which the bidders want to quote need to be submitted with the unpriced bids only. Any terms and conditions in the price bid, which are not in line with the tender terms and conditions, will make the price bid liable for rejection. **Any other charges, if any, should be quoted in firm rates and not "as actuals etc."** Evaluation of such bids for arriving at the total quoted value being indefinite are liable for rejection and will be considered as unresponsive.
3. For the list of employees and family members, refer attached Annexure-A.

**Envelope II: Super - scribing "Price Bid**

*Envelope - II shall contain original Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page having cut out slip (specified at Page No. 10) pasted on outer envelope of Price Bid. In case of any correction, the bidders shall put his full signature and his stamp.*

**Bidder to note that "Price Bid" shall be submitted in separate envelope (Envelope - II)**

**Name of the Insurer-**

**Signature -**

**Seal:**



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**SECTION-VI  
FORMS & FORMATS**





**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**FORM-1**

**Bidder General Information**

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

1-4 Operation Address  
If different from above:

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ \_\_\_\_\_

1-5 Telephone Number \_\_\_\_\_

(Area Code) (Telephone Number)

1-6 Mobile Number, if any : \_\_\_\_\_

1-7 E-mail address: \_\_\_\_\_

1-8 Website: \_\_\_\_\_

1-9 Fax Number: \_\_\_\_\_

(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Banker's Name : \_\_\_\_\_

1-12 Branch : \_\_\_\_\_

1-13 Branch Code : \_\_\_\_\_

1-14 Bank account number : \_\_\_\_\_

1-15 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd : \_\_\_\_\_

1-16 GSTN No.: \_\_\_\_\_

1-17 State / UT.: \_\_\_\_\_



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

1-18 PAN No. : \_\_\_\_\_

1-19 Whether SSI Registrant Or not : \_\_\_\_\_

1-20 EPF No : \_\_\_\_\_

Note:

(SIGNATURE OF BIDDER WITH SEAL)

Name of the Bidder :

Name of Authorized Signatory :



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**Form 2**

**NO DEVIATION CONFIRMATION**

Aavantika Gas Limited,  
Indore

Name of Bidder:

Dear Sir,

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

(Signature of the bidder)



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSUARANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**F-3  
LETTER OF AUTHORITY  
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS/ CONFERENCES**

No.  
Aavantika Gas Limited  
202 – B, 2<sup>nd</sup> Floor, NRK Business Park,  
Vijay Nagar Square, A.B. Road,  
Indore (M.P), Pin – 452010

Date:

Dear Sir,

**We** \_\_\_\_\_ **hereby authorize following representative(s) to attend Bid opening and for any other correspondence and communication against above Bidding Document:**

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

**Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.**

Not more than two persons are permitted to attend techno – commercial un-priced and price bid opening.



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**F- 5**

**DECLARATION  
(ON BIDDER'S LETTER HEAD)**

We confirm that we are not under any liquidation, court receiver ship or similar proceedings.  
We also confirm that we have not been banned or de listed by any Government or Quasi  
Government agencies of PSU.

**SEAL AND SIGNATURE OF BIDDER**



**AAVANTIKA GAS LIMITED  
MEDICLAIM GROUP HEALTH INSURANCE POLICY  
TENDER NO. AGL/493/T2/MEDICLAIM INSURANCE/2025**

**CLAIM DUMP SHEET IS ATTACHED SEPARATELY AS ANNEXURE-1, 2 & 3**