



**TENDER No. AGL/536/MT/ASSETS INSURANCE/FY 2026-27
INSURANCE FOR VARIOUS ASSETS OF AAVANTIKA GAS
LIMITED FOR FY 2026-27**



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

CITY GAS DISTRIBUTION PROJECT

TENDER DOCUMENT

FOR

**INSURANCE COVERAGE OF AGL ASSETS FOR
FINANCIAL YEAR 2026-27**

TENDER No.: AGL/536/MT/ASSETS INSURANCE/FY 2026-27

UNDER

OPEN DOMESTIC COMPETITIVE BIDDING ISSUE

DATE: 22.05.2026

PHYSICAL PRE-BID MEETING AT AGL HO, INDORE	25.05.2026 at 11:00 Hrs.
DUE DATE & TIME OF SUBMISSION OF TENDER	28.05.2026 at 16:00 Hrs.
UN PRICE BID OPENING OF TENDER	28.05.2026 at 16:00 Hrs.



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SECTION I

INVITATION FOR BIDS (IFB)

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

We require suitable insurance coverage for our various installations, pipeline networks, offices, stores, men and money etc. as per scope of coverage from reputed insurance agency registered and approved from IRDAI.

AGL has fixed assets at various location in form of Building, Pipelines, CNG Mother Stations, Furniture & Fixtures, Electricals Fittings, Meter Regulators, CNG Cascade & office equipment and to safeguard of AGL's Plants, Property & Equipments from various types of losses & minimise the financials implication on replacement of new assets from old assets Company has taken Insurance coverage of assets (including Group Accident Policy for Staff) every year. Current Insurance Policies to be renewed w.e.f 01.06.2026.

1. Scope of Insurance Coverage:

The scope of coverage shall be as per Annexures enclosed herewith.

The coverage is required on cash less basis from 00 hours of 01.06.2026 to 31.05.2027 i.e. for one year. The detailed scope is enclosed in Section III "SCC & Scope of Work".

2. Submission of Bid: The bid has to be submitted in two parts as under:

Envelope – 1: Un-Priced Bid

- Covering Letter with Bidder's Offer Number (Ref)/Bid Form
- Form-3 Bidder General Information
- Signed & Stamped copy of Tender along with its enclosures.
- **Copy of SOR (Section-5) with Price Blank marked as "quoted" against all items.**
- Copy of registration/approval letter or any proof of registration and Approval of IRDAI.
- Addendum / Corrigendum to the Tender (if any) issued by AGL, duly signed and stamped.
- Information of Exclusions/Excess clause applicable in the policy as per Section-6 Form-1.

Envelope – 2: Priced Bid

- **This should contain the Original copy of SOR (Section-5) with quoted prices. Bidder should not modify the format.**



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All the above are to be enclosed in a Sealed Master Envelope super scribed as –
“**QUOTATION – NOT TO BE OPENED**” Name of the Work, RFQ No. and Due Date and shall be submitted to –

Contracts and Procurement Department
Aavantika Gas Limited
202 – B, 2nd Floor, NRK Business Park, Vijay Nagar
Square, A.B. Road,
Indore (M.P), Pin – 452010

3. BID EVALUATION CRITERIA:

The Bidder must be an Insurance Company registered with Insurance Regulatory and Development Authority of India (IRDAI). In support of the same, bidder has to submit copy of the valid Registration Certificate issued by the IRDA along with the bid documents.

4. EVALUATION AND COMPARISON OF BIDS:

- a) The bids shall be evaluated on overall basis, based on total premium quoted by the bidder with discount offered in the SOR.
- b) In case two (02) or more bidders quote the same rates and emerge as L-1, the bidder having the oldest establishment shall be considered for award of work.
- c) For evaluation GST shall be considered @18%. However, payment to the Company shall be made as per actual

5. Validity of Offer –

The offer should remain valid for 3 months from the Bid due date of the Tender.

**6. Due Date of the Tender & Unpriced Bid Opening : 28.05.2026 at 16:00 Hrs.
Price Bid Opening : Shall be informed later**

Please submit a copy of this Tender, SOR (Price Blank Out), including all Annexures duly Signed & stamped on each page, along with your bid.

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

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

8. The Tender will be floated for obtaining the following Insurance policies;

1. Fire & Special Perils (with add on of STFI & Earthquake) (For Pipelines & Gas Loss)
2. Fire & Special Perils (with add on of STFI, Earthquake & Terrorism) (For Mother Stations, Online Station, Daughter stations, stock etc).
3. Fire & Special Perils (with add on of STFI, Earthquake & Terrorism) (For Indore, Ujjain & Gwalior offices)
4. Burglary Insurance.
5. Special Contingency Policy for damage to CNG station pipelines, fittings etc.
6. Special Contingency Policy for accident coverage of cascades on LCV.



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7. Special Contingency Policy for accident coverage of Gas Detector & Steel Line Locator
8. Money Insurance.
9. Public Liability Industrial Risk Insurance policy.
10. Group Personal Accident Insurance for employees.
11. Employee Fidelity Insurance Policy
12. Director's Liability Policy
13. Loss of Profit Policy
14. Computers and Laptops Policy

9. POLICY DURATION - The Duration of policy shall be of One (01) year with effect from 01.06.2026 at 00:00 Hrs.

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

**Please confirm your participation in the Tender
FOR AAVANTIKA GAS LIMITED
(Contracts & Procurement Department)**

Email- cp@aglonline.net

Web. www.aglonline.net

Contact: (0731)4222520

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 fulfil the BEC criteria.
- Job(s) executed for bidder's own concern/company will not be considered for bidder's qualification.



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CUT-OUT SLIP

(Outer Envelope / UN Priced BID)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT	: AGL, INDORE
PROJECT	: CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO.	: AGL/536/MT/ASSETS INSURANCE/FY 2026-27
WORK	: TENDER FOR INSURANCE FOR VARIOUS ASSETS OF AGL FOR FY 2026-27
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:	
Contact Details:	

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



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CUT-OUT SLIP

(PRICED BID)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT	: AGL, INDORE
PROJECT	: CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO.	: AGL/536/MT/ASSETS INSURANCE/FY 2026-27
WORK	: TENDER FOR INSURANCE FOR VARIOUS ASSETS OF AGL FOR FY 2026-27
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:
Contact Details :



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SECTION II INSTRUCTION TO BIDDERS (ITB)

A. Introduction

1 SCOPE

- 1.1 AGL invites sealed bids for the entire scope/work as specified in the Bid documents.
- 1.2 The Bid document specifies the 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. AGL 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 authorizing the signatory of the bid to bind the bidder.
- 2.2 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the AGL 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 AGL 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.

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 AGL to enter upon its premises and land for the purpose of such visits, but only upon the expressed condition that the bidder, its personnel, and agents will release and indemnify the AGL and its personnel and agents from and



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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.

B. 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 Bidders (ITB)
- 7.1.3 Special Conditions of Contract (SCC)
- 7.1.4 General Conditions of Contract (GCC)
- 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 AGL in writing or by fax at the address mentioned in the Invitation for Bid (IFB). AGL will respond in writing to any request for clarification of the Bid documents which it receives after issue of bid documents. Written copies of AGL'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, AGL 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 AGL and submit along with their submission of bid.

9.3 The AGL 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.

9.4 In order to allow reasonable time to respond to bidders queries, bidders must submit their queries, if any, at least Three (03) days before the bid submission due date. Queries received after this period will not be considered.



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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:

- Covering Letter with Bidder's Offer Number (Ref)/Bid Form
- Form-3 Bidder General Information
- Signed & Stamped copy of Tender Document along with its enclosures.
- Copy of SOR (Section-5) with Price Blank marked as "quoted" against all items.
- Copy of registration/approval letter or any proof of registration and Approval of IRDAI.
- Addendum / Corrigendum to the Tender (if any) issued by AGL, duly signed and stamped.
- Information of Exclusions/Excess clause applicable in the policy as per Section-VI Form-1.

This should be enclosed in separately sealed envelope duly super-scribing with Bid Document No., Bid due date & time, name and address of the bidder etc.

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.

Bidder to note that "Price Bid" shall be submitted in separate envelope.

12 BID PRICES

12.1 The Prices should be quoted in INR only as required in SOR.

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.

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.



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- 12.6 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration all applicable taxes, duties, overheads, transportation, conveyance, communication charges, etc. and nothing extra shall be payable by the AGL.
- 13 PERIOD OF VALIDITY OF BIDS
- 13.1 The bid shall remain valid for 3 months from the bid due date. AGL 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 AGL 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 – NOT APPLICABLE)**
- 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 AGL 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 AGL 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 AGL, 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
 - 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.
- 15 FORMAT AND SIGNING OF BID



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- 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 authorized 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.

Unpriced bid shall contain unconditional acceptance of terms and conditions as specified by AGL. In case of deviations, the same should be first brought to the uniform basis thru discussion / negotiation.

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 & Price Bid shall further be sealed in one Master (outer) envelope super - scribing Name of Project, Tender Document Number and shall be addressed to the AGL 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 AGL will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection. The AGL 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 AGL at the address as specified in IFB but not later than the time and date as specified in IFB.
- 18.2 The AGL 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 AGL and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.



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19 **LATE BIDS**

19.1 Any bid received by the AGL 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 AGL.

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 AGL 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 AGL 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 AGL.

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 AGL, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at 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 AGL any documents pertaining to its bid is not being acknowledged and relevant portions read out.

21.4 The AGL 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 AGL 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.



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23 CONTACTING THE AGL

- 23.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the AGL for any matter relating to the bid it should do so in writing.
- 23.2 Any effort by a bidder to influence the AGL 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 AGL 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 AGL 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 AGL 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 AGL.

24.1.5 AGL 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 AGL 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 :

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 AGL 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. (Not- applicable)

25.2.2 Non acceptance of Contract Performance Bank Guarantee as per tender (Not Applicable).

25.2.3 Period of validity of bid.



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- 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 (Not Applicable).
- 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 (Not Applicable).
- 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;
- 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 No. 4 of Section I of IFB "Bid Evaluation & Award Criteria".

29 POST-QUALIFICATION

- 29.1 In the absence of pre-qualification, AGL 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 AGL 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 AGL will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD



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30 AWARD CRITERIA

30.1 Subject to ITB Clause 21 to 29 of section E, the AGL will enter in to an Agreement with 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/Agreement satisfactorily.

31 AGL'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD (As Applicable)

31.1 AGL 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.

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

32.1 AGL 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 AGL action.

33 NOTIFICATION OF AWARD / FAX OF INTENT

33.1 Prior to the expiration of period of bid validity, the AGL 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 AGL will promptly notify each unsuccessful bidder and will discharge the bid security of such bidders.

34 ACCEPTANCE OF AWARD

34.1 Bidder will enter into the agreement with AGL within 15 days of finalization of award.

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.



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36 CORRUPT AND FRAUDULENT PRACTICES

36.1 The AGL requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the AGL 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 AGL, 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 AGL of the benefits of free and open competition;

36.2 AGL 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 AGL will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the AGL determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

39 GENERAL

39.1 Any failure on the part of the Owner 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 Owner to exercise the same at any later date.

39.2 The work will be supervised by Owner'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, Owner 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 Contractor will have to mobilise within four weeks from the date of Fax of Intent (FOI). The contract period shall be reckoned from the date of FOI.

39.5 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 Owner 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.

40. VENDOR EVALUATION PROCEDURE

1.0 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



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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 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 valued 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:



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- 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.
- 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 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.



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- 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 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



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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.

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.

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.



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- 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 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.



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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 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).



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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.
- 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
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:



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(#) 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:

	Range (Marks)	Rating
	60 & below	POOR
	61 - 70	FAIR
	71 - 80	GOOD
	81 - 90	VERY GOOD
	MORE THAN 90	EXCELLENT

Signature of Authorized signatory with Name & Designation

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
	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
		Above 3 months	Before CDD
	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



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ii. QUALITY PERFORMANCE

40 MARKS

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

40 marks

	Rejection/Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
	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
	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, 4 marks

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

FOR SUPPLIES

	Submission of order acceptance, PBG , Drawing and other documents within time	5 marks
	Attending complaints and requests for after Sales service/warranty repairs and/or query/advice (up to the evaluation period)	5 marks



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	Response to various correspondence and conformance to standards like ISO	5 marks
	Submission of all required documents including Test Certificates at the time of supply	5 marks

EIC Signature:

EIC Remarks:



SECTION III SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK

1. The rate of premium quoted & agreed herein 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.
 2. The insurer shall quote premium as per **SOR format Section-5**. For evaluation purpose GST shall be considered as 18.00% and shall be payable extra as applicable.
 3. **Payment Terms** – The premium shall be paid in advance on Annual basis or at the time of renewal of the policy if applicable.
 4. Suitable provision for addition and deletion of members for coverage of group insurance during contract period shall be available. For which Premium shall be calculated on pro rata basis.
 5. Policy is required on cashless basis effective from the date of commencement of the policy i.e. 01.06.2026 at 00:00 Hrs.
 6. Insurer are requested to quote their best offer considering the above terms and conditions.
 7. Bidders are requested to specify exclusion/excess clause against each policy as per enclosed format. AGL reserve the right not to consider bid having exclusion / excess clause beyond standard norms.
 8. Suitable provision for addition for coverage of Assets if required during contract period shall be made available for which Premium shall be calculated on pro rata basis.
 9. **Capital Addition during the insurance period :**
The insurance to this policy shall extend automatically to :
 - a) Any **newly acquired/laid pipeline** in so far as the same is not otherwise insured.
 - b) Alteration, addition and improvement in the pipelines.
During the current period of insurance, the additional cover shall not exceed **Rs. 40 Cr.** Accordingly No additional premium shall be payable in respect of such increase upto Rs. 40 Cr.
The insured undertake to pay additional premium in case the capital additional exceeds Rs. 40 Cr. at the rates finalized under this awarded work contract from the date of addition to the end of the policy period.
- Capital Addition during the insurance period :**
The insurance to this policy shall extend automatically to :
 - c) Any **newly acquired/constructed stations** in so far as the same is not otherwise insured.
 - d) Alteration, addition and improvement in the stations.
During the current period of insurance, the additional cover shall not exceed **Rs. 30 Cr.** Accordingly No additional premium shall be payable in respect of such increase upto Rs. 30 Cr.
The insured undertake to pay additional premium in case the capital additional exceed Rs. 30.00 Cr. at the rates finalized under this awarded work contract from the date of addition to the end of the policy period.
10. **Claim History:** There is no claim received during the previous year, however following claims are pending:
 - Under Fire Policy for Pipeline, Claim of Rs. 8.24 lakhs for FY 21-22 and Rs. 49.71 Lakhs for FY 24-25, however the amount is not settled and finalized by the surveyor.
 - Under the Burglary Policy, Claim of Rs. 5.47 Lakhs is pending for settlement.



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SCOPE OF COVERAGE:

ANNEXURE1 - STANDARD FIRE & SPECIAL PERILS (WITH ADD ON OF STFI & EARTHQUAKE) (FOR PIPELINES & GAS LOSS)

1	Type of risk to be covered	Fire, Lightning, Explosion/ implosion, Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation (STFI), Riot, strike and malicious damage (RSMD), Impact damage, Subsidence and landslide including rockslide, Missile testing operations, Leakage from automatic Sprinkler installations & Bush fire.
2	Assets to be covered	As per enclosure attached in Excel Format Annexure - 1
3	Location of assets	(i) Steel pipelines laid & fittings in Indore city Indore, Ujjain, Gwalior and Pithampur (ii) MDPE Pipelines & Fittings in Indore, Ujjain, Gwalior and Pithampur. (iii) District Regulating Station in Indore, Ujjain, Gwalior and Pithampur.
4	Period of cover	1 st June 2026 TO 31 st May 2027
5	Total sum insured	Rs 5,28,11,50,337/-
6	Add-on covers	Earthquake, Impact damage due to Insured's own Rail/Road vehicles (only for Mother Stations, Daughter stations), Act of God
7	Exclusions	Only Standard Exclusions to be specified by insurer



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**ANNEXURE-2. STANDARD FIRE & SPECIAL PERILS (WITH ADD ON OF STFI,
EARTHQUAKE & Terrorism) (FOR MOTHER STATIONS, ONLINE
STATION, DAUGHTER STATIONS, STOCK ETC).**

1	Type of risk to be covered	Fire, Lightning, Explosion/ implosion, Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation (STFI), Riot, strike and malicious damage (RSMD), Impact damage, Subsidence and landslide including rockslide, Missile testing operations, Leakage from automatic Sprinkler installations & Bush fire.
2	Assets to be covered	As per enclosure attached in Excel Format Annexure-2.
3	Location of assets	(i) All Mother, daughter & online stations located in Indore, Ujjain, Gwalior, and Pithampur. (ii) Project items in Indore, Ujjain, Gwalior and Pithampur.
4	Period of cover	1 st June 2026 TO 31 st May 2027
5	Total sum insured	Rs 191,80,01,115 /-
6	Add-on covers	Earthquake, Impact damage due to Insured's own Rail/Road vehicles(only for Mother Stations, Daughter stations),Act of God
7	Exclusions	Only Standard Exclusions to be specified by insurer



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ANNEXURE-3. STANDARD FIRE & SPECIAL PERILS (WITH ADD ON OF STFI & EARTHQUAKE & Terrorism) (FOR INDORE, Ujjain, Pithampur & GWALIOR OFFICES)

1	Type of risk to be covered	Fire, Lightning, Explosion/ implosion, Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation (STFI), Riot, strike and malicious damage (RSMD), Impact damage, Subsidence and landslide including rockslide, Missile testing operations, Leakage from automatic sprinkler installations & Bush fire.
2	Assets to be covered	As per enclosure attached in Excel Format ANNEXURE-3
3	Location of assets	(i) Administration Office at INDORE, Ujjain, Pithampur & GWALIOR
4	Period of cover	1 st June 2026 TO 31 st May 2027
5	Total sum insured	Rs 7,08,92,385/-
6	Add-on covers	Earthquake, Act of God
7	Exclusions	Only Standard Exclusions to be specified by insurer



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ANNEXURE-4. BURGLARY POLICY

1	Type of risk to be covered	Loss or damage to the property insured by theft Following upon actual, forcible and violent entry into the premises. Damages to the premises following upon entry as above or any attempt thereat.
2	Assets to be covered	As per enclosure attached in Excel Format Annexure-4
3	Location of assets	(i) Admin(Indore) office (ii) Mother station, Daughter station, online station located in Indore, Ujjain, Gwalior & Pithampur (iii) Project items in Indore, Ujjain, Gwalior and
4	Period of cover	1stJune 2026 TO 31st May 2027
5	Total sum insured	Rs 1,83,85,36,182/-
6	Add-on covers	Earthquake, Act of God
7	Exclusions	Only Standard Exclusions to be specified by insurer

**ANNEXURE-5. SPECIAL CONTINGENCY POLICY FOR DAMAGE TO CNG
STATION PIPELINES, FITTINGS ETC.**

1	Type of risk to be covered	Loss or Damage to Insured Property caused due to unintentional act or accident from any fortuitous cause any time, losses due to digging, hitting or any other act by third party. Damages to CNG Pipelines and other connection which arise due to puling of pipe during CNG Gas filling at various no. of locations of AGL.
2	Assets to be covered	CNG Pipeline at all Stations of Aavantika Gas Limited at Indore, Ujjain, Gwalior & Pithampur
3	Location of assets	As per enclosure attached in Excel Format Annexure-5
4	Period of cover	1stJune 2026 TO 31st May 2027
5	Total sum insured	Rs. 3,33,61,062/-
6	Exclusions	Only Standard Exclusions to be specified by insurer



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**ANNEXURE-6. SPECIAL CONTINGENCY POLICY FOR ACCIDENT COVERAGE OF CASCADES
ON LCV**

1	Type of risk to be covered	Perils to be covered Burglary, theft, accident, fire including during transit
2	Assets to be covered	Accidental cover of Cascades mounted on vehicles (Light Commercial Vehicle).
3	Location of assets	Indore, Ujjain, Pithampur and Gwalior including during transit between the cities.
4	Period of cover	1stJune 2026 TO 31st May 2027
5	Total sum insured	Rs. 14,44,18,291/- As per enclosure attached in Excel Format Annexure-6
6	Exclusions	Only Standard Exclusions to be specified by insurer.
Special Contingency Insurance-Cascades		
LCV		14,44,18,291/-



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**ANNEXURE- 7. SPECIAL CONTINGENCY POLICY FOR ACCIDENT COVERAGE OF GAS
DETECTOR**

1	Type of risk to be covered	Perils to be covered Burglary, theft, accident, fire including during transit
2	Assets to be covered	Gas Detector & Steel Line Locator
3	Location of assets	Indore, Ujjain, Pithampur and Gwalior including during transit between the cities.
4	Period of cover	1 st June 2026 TO 31 st May 2027
5	Total sum insured	Rs. 1,44,14,125 /- As per enclosure attached in Excel Format Annexure-7
6	Exclusions	Only Standard Exclusions to be specified by insurer.

ANNEXURE-8. PUBLIC LIABILITY INDUSTRIAL RISK INSURANCE POLICY

1	Type of risk to be covered	Legal liability/financial liability to third party on account of accidental bodily injury/ death/disease and Loss/damage to their property arising out any accident from our stations and pipeline network in Indore, Ujjain, Gwalior & Pithampur
2	Period of cover	1 st June 2026 TO 31 st May 2027
3	Total sum insured	Limits AOA (any one accident)=Rs. 1 Crore Limits AOY (any one year) =Rs. 60 Crore
4	Exclusions	Only Standard Exclusions to be specified by insurer.



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ANNEXURE-9. MONEY INSURANCE POLICY

1	Type of risk to be covered	Limit of any one loss Rs 6,00,000/- for each of the following item (i) Money for the payment of wages, salaries or for Petty cash/ Imprest. (ii) Money in the custody of the officials or their agent whilst on official tours and the bank or post office (iii) Cash secured in lock safe or strong room on the premises (iv) Insured against the risk of Burglary, housebreaking, and hold up.
2	Assets to be covered	(i) Cash in transit (ii) Cash in Safe. (including DD/Cheques) Policy to cover all Locations wherein Aavantika Gas Limited has its business activities i.e. at Indore, Gwalior, Ujjain and Pithampur
4	Period of cover	1 st June 2026 TO 31st May 2027
5	Total sum insured	Single Carrying Limit=Rs.9,00,000/- Estimated Annual Cash Carrying=Rs. 32,94,00,000/-
6	Add-on covers	(i) Riot, strike, malicious damage (ii) Cash at the counter/ till/ table drawer or any other such storage unit during working hours (iii) Cash brought from the bank, kept in safe, pending disbursement up to 96 hours.
7	Exclusions	Only Standard Exclusions to be specified by insurer.

<u>Policy for Money Insurance</u>		
Average Daily Cash at Indore office	3,00,000	
No of days	365	
Total Value	10,95,00,000	
Average Daily Cash at Ujjain office	3,00,000	
No of days	365	
Total Value	10,95,00,000	
Average Daily Cash at Gwalior office	3,00,000	
No of days	365	
Total Value	10,95,00,000	
Total Cash in transit	32,85,00,000	
Cash in Counter for all location	9,00,000	
Total Sum Assured	32,94,00,000	



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ANNEXURE-10. GROUP PERSONAL ACCIDENT INSURANCE FOR EMPLOYEES

1	Type of risk to be covered	(i) Death caused by accident (ii) Permanent disablement either total or partial
2	Details of employees	As per list attached below "DETAILS OF EMPLOYEES TO BE COVERED FOR GROUP ACCIDENTAL POLICY". ANNEXURE-10.1
3	Period of cover	1st June 2026 TO 31st May 2027
4	Total sum insured	Rs. 10,90,00,000 As per enclosure attached in Excel Format Annexure-10 {Rs.15 Lakhs each for Post (E0 to E3) and Rs 20 Lakhs each for Post (E4 & above)}



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ANNEXURE- 11. EMPLOYEE FIDELITY INSURANCE POLICY

1	Type of risk to be covered	Employee Fidelity Insurance Policy
2	Transaction to be covered	Fraudulent or dishonest acts committed by employees
3	Location of assets	Indore, Ujjain, Pithampur and Gwalior including during transit between the cities.
4	Period of cover	1 st June 2026 TO 31 st May 2027
5	Total sum insured	Rs. 1,50,00,000/- As per enclosure attached in Excel Format Annexure-11
6	Exclusions	Only Standard Exclusions to be specified by insurer.

ANNEXURE- 12. DIRECTOR'S LIABILITY POLICY

1	Type of risk to be covered	Director's Liability Insurance Policy
2	Transaction to be covered	Risk to be covered under the Directors Liability Insurance Policy shall include legal liability arising out of any wrongful act, error, omission, misstatement, neglect, breach of duty, or mismanagement committed by the Directors of the Company while acting in their official capacity, including associated legal defense costs, settlements, and damages, subject to policy terms and conditions.
3	Location of assets	Indore, Ujjain, Pithampur and Gwalior including during transit between the cities.
4	Period of cover	1 st June 2026 TO 31 st May 2027
5	Total sum insured	Rs. 20,00,00,000/-
6	Exclusions	Only Standard Exclusions to be specified by insurer.



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ANNEXURE – 13 : LOSS OF PROFIT (1st June 2026 TO 31st May 2027)

1	Type of risk to be covered	Loss of Profit Insurance Policy
2	Transaction to be covered	Risk to be covered under the Loss of Profit Insurance Policy shall include financial loss suffered by the Company due to interruption or reduction of business operations arising out of insured perils, including loss of gross profit, increased cost of working, and continuing fixed expenses during the indemnity period, subject to policy terms and conditions.
3	Location of assets	Indore, Ujjain, Pithampur and Gwalior including during transit between the cities.
4	Period of cover	1 st June 2026 TO 31 st May 2027
5	Total sum insured	Rs. 1,00,00,000/-
6	Exclusions	Only Standard Exclusions to be specified by insurer.

Loss of Profit

Flow of Gas	5000	scm per hr.
Gross profit per SCM	14.05	Rs./scm
1 hr loss	70250	
12 hrs loss	843000	Considering 12 hrs rectification time
Round-off	10,00,000	per instance x 10 instance per Year
	10	No. of Instances
	1,00,00,000	

Note :

DRS max capacity is 5000 scmh

Therefore considering in any one DRS connecting pipeline damage



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**ANNEXURE- 14. SPECIAL CONTINGENCY POLICY FOR ACCIDENT COVERAGE OF
Laptops & Desktops**

1	Type of risk to be covered	Perils to be covered Burglary, theft, accident, fire including during transit
2	Assets to be covered	Laptops & Desktop
3	Location of assets	Indore, Ujjain, Pithampur and Gwalior including during transit between the cities.
4	Period of cover	1 st June 2026 TO 31 st May 2027
5	Total sum insured	Rs. 36,95,000 /- (30 Nos. of Laptops & 7 Nos. of AIO)
6	Exclusions	Only Standard Exclusions to be specified by insurer.



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SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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 'Insurance Company/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 insurance Company 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 Bidder's obligations will commence and thereupon Policy Duration 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' or 'RFQ' shall have the same meaning.



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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.
- 2.3 Wherever it is mentioned in the specifications that the INSURANCE COMPANY shall perform certain WORK or provide certain facilities, it is understood that the v 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 Bidder 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, Bidder 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 Bidder, 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 Bidder's obligations under the Agreement, if so required by the AGL.



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4 PRICES

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

5 TAXES, DUTIES, ETC.

- 5.1 The Bidder 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 Bidder and the Bidder 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 Bidder 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 Bidder 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.
- 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 Bidder'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 Insurance Company 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 Bidder is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Bidder 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 Bidder. 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



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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.

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

11 GOVERNING LANGUAGE

- 11.1 The Agreement shall be written in English language unless specified otherwise. 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.



**TENDER No. AGL/536/MT/ASSETS INSURANCE/FY 2026-27
INSURANCE FOR VARIOUS ASSETS OF AAVANTIKA GAS
LIMITED FOR FY 2026-27**

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 SCC.

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 Bidder 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 Bidder, his agents, representatives, or in connection with any claim based on lawful demands of Bidder's workmen or employees, the Bidder, 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 Bidder'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.

17 INDEMNITY

- 17.1 Bidder 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 Insurance Company 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.



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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, Bidder shall immediately inform the AGL and only in case AGL decides, Bidder shall interrupt the CNG re-fuelling. In case of any emergency, Bidder 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

- 20.1 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.
- 20.2 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.



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

Sl. No.	Policy Description	Insured Amount	Net Discounted Premium Amount in Rs. (Excluding GST))	GST	Gross Premium (Incl. GST)
A	B	C	D	E=(D*GST Rate)	F=(D+E)
1	Fire & Special Perils Policy (Pipeline) Annexure-1	5,28,11,50,337			
2	Fire & Special Perils Policy (Stations & Stock) Annexure-2	1,91,80,01,115			
3	Fire & Special Perils Policy (Office Building) Annexure-3	7,08,92,385			
4	Burglary Policy Annexure-4	1,83,85,36,182			
5	Special Contingency Insurance (CNG Pipelines) Annexure-5	3,33,61,062			
6	Special Contingency Insurance (Cascades) Annexure-6	14,44,18,291			
7	Special Contingency Insurance + Theft Insurance (Gas Detector) & (Steel line locator) Annexure-7	1,44,14,125			
8	Public Liability Industrial Risk Annexure-8	60,00,00,000			
9	Money Insurance Annexure-9	32,94,00,000			
10	Group Personal Accident Policy (Incl. Coverage of Employee Salary/weekly compensation) Annexure-10	10,90,00,000			
11	Employee Fidelity Insurance Policy Annexure-11	1,50,00,000			
12	Director's Liability Policy Annexure-12	20,00,00,000			
13	Loss of Profit Annexure-13	1,00,00,000			
14	Computers and Laptops Annexure-14	36,95,000			
	Total Premium amount	10,56,78,68,497			



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NOTE :-

- 1) The applicable rate of GST shall be paid extra at actual against submission of documentary proof. However, for evaluation purpose GST @ 18% shall be considered.
- 2) The bids shall be evaluated based on Net Premium quoted by the Insurer in the SOR. Bid quoted with lowest Net Premium charges shall be considered for award of policy.
- 3) Bidders to quote all the items of the SOR. In case, rate against any item is not quoted by any bidder such bid shall be summarily rejected.
- 4) **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.**
- 5) Bidders are requested to submit copy of SOR with price blank out along with unpriced bid confirming that all the items are quote by them.
- 6) **The priced bid is to be submitted in separate envelope. The price Bid shall be essentially in a sealed envelope, NOT IN OPEN CONDITION.**

Name of the Insurer-

Signature -

Seal -

Contact Details -



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SECTION VI

FORMS AND FORMATS



**TENDER No. AGL/536/MT/ASSETS INSURANCE/FY 2026-27
INSURANCE FOR VARIOUS ASSETS OF AAVANTIKA GAS
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FORM-1

DETAIL OF EXCLUSIONS / EXCESS CLAUSES AGAINST EACH POLICY.

SL.NO	Name of the policy	Specify Exclusion/excess (if any)
1.	Standard Fire & Special Perils Policy (Pipelines and Gas Loss) (SCC Annexure 1)	
2	Standard Fire & Special Perils Policy (Stations & Stock) (SCC Annexure-2)	
3	Standard Fire & Special Perils Policy (Office Building) (SCC Annexure-3)	
4	Burglary Policy (SCC Annexure-4)	
5	Special Contingency Insurance (CNG Pipelines) (SCC Annexure-5)	
6	Special Contingency Insurance (Cascades) (SCC Annexure-6)	
7	Special Contingency Insurance + Theft Insurance (Gas Detector & Steel Line Locator) (SCC Annexure-7)	
8	Public Liability Industrial Risk (SCC Annexure-8)	
9	Money Insurance (SCC Annexure-9)	
10	Group Personal Accident Policy (SCC Annexure-10)	

Name of the Insurer-

Signature -

Seal -

Note: Bidders are requested to submit this confirmation along with un-priced bid.



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FORM – 2

BID FORM

TO: AAVANTIKA GAS LIMITED

Date:

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Having examined the bid document no. AGL/461/T2/ASSETS INSURANCE/24-25 the receipt of which is hereby duly acknowledged, we the undersigned offer to provide insurance coverage in conformity with the terms and conditions of bid document.

We agree to abide by this bid for a period of three month from the date fixed for bid opening under instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Signature of Authorized
Signatory

Date:

Name

Place:

.....

Designation:

Seal:



**TENDER No. AGL/536/MT/ASSETS INSURANCE/FY 2026-27
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**FORM - 3
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 ISO Certification, if any {If yes, please furnish details}
- 1-10 Banker's Name : _____
- 1-11 Branch : _____
- 1-12 Branch Code : _____
- 1-13 Bank account number : _____
- 1-14 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd : _____
- 1-15 GSTN No.: _____
- 1-16 State / UT.: _____
- 1-17 PAN No. : _____
- 1-18 Whether SSI Registrant Or not : _____
- 1-19 EPF No : _____

(SIGNATURE OF BIDDER WITH SEAL)



**TENDER No. AGL/536/MT/ASSETS INSURANCE/FY 2026-27
INSURANCE FOR VARIOUS ASSETS OF AAVANTIKA GAS
LIMITED FOR FY 2026-27**

INTEGRITY PACT

(IP signed shall be made part of tender document)



**TENDER No. AGL/536/MT/ASSETS INSURANCE/FY 2026-27
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INTEGRITY PACT

INTRODUCTION:

Aavantika Gas Limited (AGL) as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (AGL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

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

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder {to be executed by the bidder for all tenders of value Rs. 15 Lakhs} (Fifteen Lakhs and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with AGL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass AGL’s confidential information to any third party unless specifically authorized by AGL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any AGL associate.
- f) The Counterparty shall not make any false or misleading allegations against AGL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the AGL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, AGL shall be entitled to terminate the Contract. Further, AGL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against AGL or its associates, AGL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same.

INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) have been appointed by AGL, in terms of Integrity Pact (IP) which forms part of AGL Tenders / Contracts.

- i) Dr. Sarat Kumar Acharya (Contact No. 9442118060 / 8754498285, Email id – sarat777@rediffmail.com)
- ii) Shri Satyajit Mohanty (Contact No. 9437110622, Email id – satyajitmohant88@gmail.com)

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently Head (C&P)- Email varender.sharma@aglonline.net in AGL or directly with the IEMs on the panel.

INTEGRITY PACT

(To be executed on plain paper)

Between Aavantika Gas Limited, a joint venture company of GAIL India Limited and Hindustan Petroleum Corporation Limited (here-in-after referred to as “Principal”).

AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

- iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:
- i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.

- iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
 5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
 6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
 7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

Section 3 – Disqualification from tender process and exclusion from future contracts

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his

reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any AGL's future contract/ tender processes for a specified period and also to terminate the contract, if already signed, on that ground as per provision of AGL's "CORRUPT AND FRAUDULENT PRACTICES". Further, the period of banning shall be as per AGL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of AGL's "CORRUPT AND FRAUDULENT PRACTICES".

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other

Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by AGL as per AGL's "CORRUPT AND FRAUDULENT PRACTICES"

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption or an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures..
7. Remuneration payable to Monitor (s) shall be borne by Principal .
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the AGL.
12. The monitor has also signed declarations on ‘Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself / herself from that case.
13. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition on bias towards some bidder.
14. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Indore. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

----- (Name & Designation)
& Designation)
For the Principal

(Name
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----