



BHAGYANAGAR GAS LIMITED
(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**APPOINTMENT OF DIRECT MARKETING AGENCY (DMA)
FOR DOMESTIC & COMMERCIAL PNG MARKETING IN
THE CITIES OF HYDERABAD, VIJAYAWADA &
KAKINADA**

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/425/2018-19

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SECTION – 7

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

GENERAL INFORMATION:-

The special conditions of contract shall be read in conjunction with general condition of contract(GCC), Schedule of rates, scope of work and any other document forming part of contract, wherever Context so Requires. GCC is available at tender issuing office and same shall be referred to by Tendered. Notwithstanding, the subdivisions of the documents in to separate sections every part of each shall be deemed to b supplementary of every other part and shall be read with and into the Contract so for as it may be practicable to do so. Where any portion of the special conditions of the Contract (SCC) is repugnant to or At variance with any provisions of the GCC then provision of SCC Shall be deemed to override the provision of GCC only to the extent of each repugnance or variations. In case of any contradictions the Decision of the Engineer-I In-Charge will be final and binding on the Contractor.

1. Duration of contract:

DMA shall be appointed for carrying out the marketing activities for a period of 1 (One) year from the date of award of Contract /date of appointment.

2. Price basis:

Bidders to quote on the basis of **FIRM** prices inclusive of GST and all applicable taxes and duties as per scope of work defined above. No additional payment shall be admissible over and above the quoted price.

3. Validity of quoted rates:

The rates quoted and accepted shall remain valid for the entire period of contract and no escalation whatsoever permissible after the award of contract.

4. Taxes and duties:

The rates quoted and accepted shall inclusive of GST and all applicable taxes, duties, service tax and other charges as applicable. BGL shall not entertain any such claim whatsoever on this account.

5. Payment Terms:

The payment for the subject work will be paid as follows:-

- (i) 85% of the payment to be paid on submission of the registration documents.
- (ii) Balance 15% on completion of RFC by BGL projects after submitting preferred conversation dates of such customers.

OR

100% payment in case full registration amount as decided by BGL is collected at the time or registration process.

On submission of all the relevant documents such as Invoice in triplicate, payment would be released by the finance department at BGL Hyderabad within 15 days from the date of submission of acceptable and duly certified by officer in charge. Payment will be made through Cheque.

6. Rejection of tender:

BGL reserves the right to accept or reject the tender and to waive irregularities and formalities at its own discretion. Any attempt for canvassing shall debar the tender resulting in summarily rejection of the tender

7. Contract Performance Security:

The successful bidder shall submit SD/CPBG @ 10% of Order/ Contract Value excl. of taxes & duties within 30 days of FOA/ notification of award.

OR

The Contract Performance Security shall be with Initial Security Deposit (ISD) @ 2.5% of annualized basic contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of annualized basic contract value (without GST therein) towards faithful performance of the contractual obligations.

DLP Period: 90 days beyond the expiry of SERVICE period.

The Contract performance Security shall be released after completion of defect liability period and issuance of completion certificate by Officer-In- Charge (Marketing).

8. Contract Agreement:

The bidder has to execute a contract agreement within 15 working days of the award of the work as per the format enclosed in tender Document.

9. Officer – In – charge:

Sr.Manager – Marketing, Bhagyanagar Gas Limited, Hyderabad shall be the Officer – in – charge for this tender after award of work.

10. Bidder should have PF or ESIC, PAN and GST Registration number in its name.

11. PRICE REDUCTION SCHEDULE

Under no circumstances cash payment should be collected. Any deviation of this policy of payment by cheque/DD will attract a minimum penalty of Rs.2,000/- per incidence in addition to recovery of cash collected.

i) DMA shall ensure the immediate entry of all the cheques and forms collected in the system/prescribed format, without fail. Non-collection of forms/cheques from the field as well as non-entry of the data in the system shall be considered as serious lapse at DMA's end and penalty of Rs.2,000/- shall be levied against each such default.

- ii) In case it is observed that DMA has done registration from the areas not specified by BGL then a penalty of Rs.5,000/- per colony/area shall be levied on DMA. Further any liability (legal, financial or otherwise) arising out of this shall be DMA's sole responsibility. DMA will be required to obtain written/e-mail instruction from designated officer of BGL before starting process of registration in any area.
- iii) On receipt of any complaint regarding misbehavior / any other conduct by the persons employed by the vendor, shall attract a penalty of Rs.1,000/- on the DMA.
- iv) In case of any misplacement of customer's cheque/registration documents from DMA's end, a penalty of Rs.2,000/- per incident shall be levied and if such negligence is observed on frequent basis, the services of DMA can be terminated without any notice.
- v) Direct Marketing Agent will be required to file documents submitted by the registered customers. Name of the society/area and number of forms will be mentioned on each bunch/block file. These labelled bunch/block files, placed in carton boxes, with proper numbering have to be submitted to BGL's location on half-yearly basis. Any deviation from this practice will attract penalty of Rs.10,000/-.
- vi) It is to clarify that if BGL decides to terminate the contract of the DMA on account of non-performance, a penalty @ 2.5% of total work order submitted will get deducted. Non-performance is defined as collecting less than 80% of the assigned monthly targets for 3 consecutive months.



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SECTION – 8

SCOPE OF WORK

SCOPE OF WORK

1. Scope of work:

BGL intends to empanel agencies as per evaluation & ordering criteria under the tender and the award ratio from L1 & L2 (L3 & so on... etc. in case of any bidder refuses to match the rates finalized with the L1bidder) bidders in the ratio of 60:40 for Hyderabad & Kakinada and for Vijayawada 50:30:20. The quantities indicated in SOR are tentative and may change as per business requirement. Evaluation will be done based on these quantities.

Total area has been divided in 03 markets as indicated below along with the minimum resources required for different zones:

Markets	ratio	Minimum Field Executives to be deployed
Hyderabad	45000	10
Vijayawada	14000	6
Kakinada	16000	8

- i) The DMA shall be appraised of the annual target which to be achieved regarding the new customer acquisition. The overall target of BGL shall be divided among DMA's, considering the potential of the allocated area. BGL reserves the right to revise the target and may also shift the allocated area of DMA operations as and when required.
- ii) Collection of physical Registration form and documents from customer's doorstep/RWA/Society Office organized camps. The registration data would be punched into the BGL CRM or prescribed excel format. The customer may also directly call DMA Office/BGL Customer care to organize DMA's representative visit at his premises for registration formalities i.e "visit on demand".

The scope of work for Direct Marketing Agent shall include the following process:

- ▶ To collect the interest free refundable security deposit through Cheque/DD from individual household as per the area designated by BGL. The refundable security deposit is to be collected in single instalment or EMI as decided by BGL. Vendor will offer to collect registration documents from customer's residence/RWA office/Society Office. However, if customer, due to his/her wish convenience, wish to send the documents by post, the vendor will advise customer with address details to which documents are to be posted.
- ▶ DMA shall organize frequent Registration Camps on all weekends/public holidays under prior intimation to Area Marketing Officer & must have sufficient Manpower for daily Door-to-Door marketing activities, including attending customer's request for a personal visit to his premises i.e. "visit on demand". DMA Shall also at it's cost print and supply advertising materials viz **Flex banners, Pamphlets** etc as and when BGL feels it necessary.

- ▶ Vendor shall collect properly filled registration form along with other necessary supporting documents. The vendor shall issue a proper receipt against the cheque/DD collected and also give an acknowledgement mentioning the same and mobile number on the registration form to the customer. The receipt issued should clearly mention that acceptance of registration is subject to technical feasibility. In event, the case is found technically non-feasible, documents shall be returned/destroyed and customer shall be informed suitably.
- ▶ BGL shall have absolute discretion/liberty to increase/decrease the refundable security deposit and the manner in which the same are to be collected.
- ▶ All registration charges are to be collected by way of A/C Payee Cheque/DD payable at Hyderabad in favour of “Bhagyanagar Gas Limited”. Vendor shall ensure that details on the cheque are legible and without alterations. Any act of mischief or misdeed in collection of security amount like cash collection, forgery of cheques by the representatives of DMA shall be responsibility of DMA. If any person **or party tries to commit fraud like collecting cheque or accepting** cash in your defined area, immediate action has to be taken from your side against the party/person, including lodging complaint/FIR at the respective Police Station.
- ▶ The registration data would be punched into the BGL prescribed format covering cheques collected. The vendor shall send to BGL the same in soft copy by email at specified intervals. DMA should ensure that the information pertaining to registration/cheque details should be correctly mentioned in that data submitted in soft form.
- ▶ Vendor shall forward the cheques/DD to BGL for presentation to bank with MIS in hard copy/soft copy as desired by BGL or its bank. All the cheques/DD have to be submitted to BGL Office on immediate basis, not exceeding 3 days in any case from date of collection. DMA shall ensure that no non-CTS cheques are accepted from customers.
- ▶ It will be at the sole discretion of BGL to advise DMA to present cheques directly with the designated bank.
- ▶ In the event of dishonor of cheques, DMA are required to follow-up the matter at no extra charges and collect the fresh amount of cheque/DD along with applicable administrative charges from the customer and submit the same to the BGL Office. The payment for that particular cheque would not be made to DMA till realization of the new cheques.
- ▶ In case DMA has presented these cheques for clearances directly with the designated bank, it will be responsibility of DMA to collect bounced cheques from bank branch directly for taking above action.
- ▶ DMA shall ensure the immediate entry of all the cheques and forms collected in the system, without fail. Non-collection of forms/cheques from the field as well as non-entry of the data in the system shall be considered as serious lapse at DMA’s end and penalty shall be levied against each such default.

- DMA will keep updating the customer wise records of Cheques/Documents received at various stages (in terms of Registration and unused/bounced cheques). These records will be maintained in the format specified by BGL and will be given to BGL whenever required.

The following clauses shall be applicable irrespective of channel of registration:

- I. DMA shall not make any registration from the areas not declared / specified by BGL / not allotted to DMA.
- II. DMA will review the work progress of Sales Team regarding the status of registration, penetration and submitting the cheques regularly. The day to day functions of the sales team has to be necessarily supervised by the field supervisor. DMA shall be directly responsible for day to day working/progress of the field executives and submitting daily and weekly MIS to BGL. Any concern raised by BGL shall be promptly responded by DMA.
- III. DMA will mobilize the marketing team of appropriate size for carrying out marketing activities. The number of personnel to be mobilized will be as per the requirement as prescribed by BGL depending on the number of households targeted from time to time. DMA is also required to keep adequate number of full – time telemarketing executive. DMA shall have the option of out sourcing tele calling to a call centre. The sales team will be smartly dressed / presentable and carry identity cards / authorization letters on door-to-door visits / marketing camps. The DMA shall get the Police verification done for all the staff deployed by them for PNG registration activities. All the above marketing executives will undergo a training program by BGL before actually starting the marketing activities. DMA will ensure the sufficient availability of Pamphlets, banner and canopies and other necessary arrangements required for marketing activities, at its own cost.
- IV. DMA need to maintain complete society wise data of total flats/houses, total residents and potential to be targeted along with the contact details RWA/society representatives.
- V. DMA will ensure that the marketing executives communicate the correct information to consumers and conduct themselves in a dignified manner when representing BGL. On receipt of any complaint regarding misbehavior / any other conduct by the persons employed by the vendor, which brings disrepute to the image of BGL, DMA will remove such personnel from the job. Any such instance shall invite penalty on the DMA. The vendor shall be completely responsible for consequences, if any, legal or financial for any act to misbehavior on the part of persons employed/contracted by him/her with prospective customers of BGL.
- VI. Direct Marketing Agent will be required to file documents submitted by the registered customers. Name of the society/area and number of forms will be mentioned on each bunch/block file. These labelled bunches/block files, placed in carton boxes, with proper

numbering have to be submitted at BGL's location on quarterly basis. Any deviation from this practice will attract penalty.

VII. DMA has to maintain proper office covering its allocated territory facilitating the reach of customers. The office must comprise of following necessary facilities.

- (a) Availability of telecaller (s) on daily basis.
- (b) Proper space for keeping all registration forms, documents and cheques in organized manner.
- (c) Dedicated contact nos./ landlines – to ensure there is no call drop of customers and to support out bound calls.
- (d) Proper arrangement to attend walk-in customers.
- (e) Fast internet connectivity – to support BGL CRM system. (In future when online system is there).
- (f) Laptops/Desktops, Scanner, Printer & all necessary electronic items required for office work.

2.Targets & Monitoring of DMA performance criteria:

- i) Depending upon the requirement, BGL may decide to revise the registration targets and under that scenario DMA shall put in all efforts to achieve the increased targets.
- ii) If the DMA fails to achieve the stipulated target in three successive months, a written warning shall be issued to the DMA by Area Marketing Officer. Under that scenario the area of marketing operations of the DMA may also be curtailed and BGL may allow any other DMA to perform in the same Zone. BGL may even decide to shift the defaulting DMA to a limited area of some other Zone.
- iii) If the DMA continues to fail to achieve the stipulated target 4th month onwards, BGL may even decide to terminate the complete services of the DMA without giving any further notice/warning.

3. If however the vendor has consistently delivered on the stated monthly targets for 1st 4 months, they would be considered to take over the survey cum marketing to commercial set of customers in their assigned area.



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SECTION – 9

SCHEDULE OF RATES (SOR)



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SOR PART-A: HYDERABAD


S.No	Description	Qty (a)	Unit Price inclusive of all taxes & duties but excluding GST (b)	Total Price including all taxes & duties but excluding GST (c)=(a x b)
		Nos.	Rs.	Rs.
1	Collection of Rs.5000/- (Rupees Five Thousand) towards interest free refundable security deposit from the customers in the breakup as suggested by BGL, along with submission of registration form (Hard & Scan Copy) and all requisite KYC documents.	45,000		
2	Registration of Commercial Customers	100		
3	Marketing Tent/Canopies based activity	156		
4	Promotion through auto announcement	104		
GST @.....%				
Grand Total Price Inclusive of all Taxes & Duties inclusive of GST in Rs.				

Note: Bidder to note that the evaluation & ordering will be done separately for Part-A , B & C.

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....

STAMP OF THE ORGANISATION:.....

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SOR PART-B: VIJAYAWADA


S.No	Description	Qty (a)	Unit Price inclusive of all taxes & duties but excluding GST (b)	Total Price including all taxes & duties but excluding GST (c)=(a x b)
		Nos.	Rs.	Rs.
1	Collection of Rs.5000/- (Rupees Five Thousand) towards interest free refundable security deposit from the customers in the breakup as suggested by BGL, along with submission of registration form (Hard & Scan Copy) and all requisite KYC documents.	13,000		
2	Registration of Commercial Customers	70		
3	Marketing Tent/Canopies based activity	156		
4	Promotion through auto announcement	104		
			GST @.....%	
Grand Total Price Inclusive of all Taxes & Duties inclusive of GST in Rs.				

Note: Bidder to note that the evaluation & ordering will be done separately for Part-A , B & C.

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....

STAMP OF THE ORGANISATION:.....

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SOR GROUP-C: KAKINADA

S.No	Description	Qty (a)	Unit Price inclusive of all taxes & duties but excluding GST (b)	Total Price including all taxes & duties but excluding GST (c)=(a x b)
		Nos.	Rs.	Rs.
1	Collection of Rs.5000/- (Rupees Five Thousand) towards interest free refundable security deposit from the customers in the breakup as suggested by BGL, along with submission of registration form (Hard & Scan Copy) and all requisite KYC documents.	17,000		
2	Registration of Commercial Customers	70		
3	Marketing Tent/Canopies based activity	156		
4	Promotion through auto announcement	104		
			GST @.....%	
Grand Total Price Inclusive of all Taxes & Duties inclusive of GST in Rs.				

Note: Bidder to note that the evaluation & ordering will be done separately for Part-A, B & C.

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....

STAMP OF THE ORGANISATION:.....