



**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 CITY OF VIJAYAWADA**

**UNDER OPEN DOMESTIC  
COMPETITIVE BIDDING**

**Bid Document No.: BGL/462/2019-20**

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Appointment of Direct Marketing Agency (DMA) for  
Domestic & Commercial PNG Marketing in City of  
Vijayawada.

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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) years 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, 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) 75% of the payment to be paid on completion of document verification in BYNRY System.
- (ii) Balance 25% 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:**

Bidder shall submit SD / CPBG @ 7.5% of one year's contract value within 30 days of award or 5% of Contract/Order value within 30 days of award and balance to be deducted against each RA bills till balance 2.5% is deducted. This deducted amount can be released/deduction can be stopped against submission of bank guarantee of equivalent amount.

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.** Bidder shall have to open a local office at Vijayawada and the address details, contact details of the same would have to be submitted to BGL within 15 days of award of contract.

**12.** Net worth of the company must be positive for the preceding financial year (FY 2017-18 or 2018-19).

**13. 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.5,000/- per incident 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) In case it is observed that Direct marketing Agents have done any false registration, inserted incomplete/incorrect information in the BYNRY system, Post registration if registered customer denies to take connection, registrations done from area not allocated by respective OIC's and registered connection turns out TNF (Technically not feasible) following penalty charges are applicable (only for Domestic PNG registrations):

Sr. No.	Type of Registration	Penalty Applicable
1.	Incorrect /Incomplete information inserted in BYNRY system	Rs. 100 per registration
2.	Post registration if registration customer denies to take connection/customer say want connection minimum after one (1) month or more	Deduction of full amount as quoted for per registration
3.	Post registration if registered connection turns out TNF	Deduction of full amount as quoted for per registration
4.	Registration brought from unallocated areas	2 times of the full amount quoted for per registration
5.	Unauthentic registrations	3 times of the full amount quoted for per registration

- 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 bunch/block files, placed in carton boxes, with proper numbering have to be submitted to BGL's location on Quarterly basis. Any deviation from this practice will attract penalty of Rs.10,000/-
- vii) 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 75% of the assigned monthly targets for 3 consecutive months.

## **Definition:**

**Incorrect Information:** Any information about customer is *Incorrectly Punched* in the BYNRY system like customer house no./plot no./flat no., customer name spelling, customer house address, phone number, ID card no./details, street name, locality name, building name, landmark details, etc. shall be treated as incorrect information.

**Incomplete Information:** Any information which *Not Completely Filled* in the BYNRY system like customer house no./plot no./flat no., customer name, customer house address, phone number, ID card no./details, street name, locality name, building name, landmark details, etc. shall be treated as incomplete information.

**Consent of customer:** During visit of execution/installation process if registered customer for DPNG connections demand to postponed the process of execution/installation process by *Minimum One (1) Month*, then that registration done by DMA agent will be considered as consent (a list of such customers shall be shared by the concerned marketing officer post approval of OIC's of the GA).

**Consent list:** List of registrations with consent customers.

**Customer Deny:** Any registered customer refuses to accept BGL connection when technical team approach for gas connection installation shall be treated as "*Customer Deny*".

**TNF (Technically Not Feasible):** Any rejected registration by technical team on the basis technically not possible to give DPNG connection to a household will considered as TNF (as per the parameters set by Bhagyanagar Gas Limited).

**Unauthentic Registration:** is as follows:

1. During visit of project team for execution/installation survey process it is found that customer is having *Less Number Of Kitchen Than Actual Registrations Done* (customer has to give in writing that they have less numbers of kitchens, whereas registration were made for more number of kitchen - same will be verified from customers post tele calling/visit by appointed marketing officer of the GA, only) ,

**Or**

2. Customer gives a written complain stating that these registrations were *Not Given* by them (same will be verified from customers post tele calling/visit by appointed marketing officer of the GA, only).



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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 L1 bidder bidders in the ratio of 50:30:20 for Vijayawada. 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 01 market as indicated below along with the minimum resources required:

Market	Nos.	Minimum Field Executives to be deployed
Vijayawada	30000	20

- 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) Filling up and uploading of customer data on BYNRY System, along with documents from customer's doorstep/RWA/Society Office organized camps. The registration data would be punched into the BGL CRM. 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".
- iii) DMA agency shall ensure availability of smart phones to all their executives at their own cost with internet connectivity.
- iv) DMA agency will also be responsible to complete the document verifications of the registrations made by them, BGL will provide the required access to them.
- v) DMA agency will be responsible for providing clearances for Domestic PNG consent customer list duly shared by the authorized marketing officer of the GA (post getting approval from the OIC's).
- vi) DMA agency will help to locate the customer to project team on time to time basis, as ordered by the authorized marketing officer/OIC's of the GA.
- vii) DMA will prepare a database with respect to potential domestic customers in the charge areas CA/Colonies released by authorized marketing officer/OIC's of the GA
- viii) DMA will coordinate with the Resident Welfare Associations/Managing Committee of societies/Builders/rightful owner of the property/ etc. for various types of permissions /assistance required for conducting the registration process and other activities related to laying of pipeline network & piping/tubing work in the registered houses.

ix)DMA shall do registration with individual households of Group Housing Societies/Cooperative Housing Body/Government Quarters in the permitted area. However, BGL reserves the right to sign the bulk registration agreement with above bodies directly. Such cases of bulk registration by BGL shall not be considered in the scope of DMA.

**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.

Or

► To get domestic PNG registrations under Flexi scheme as decided by BGL on time to time basis. 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.

► For marketing of PNG connections, DMA will use an intelligent combination marketing technique such as distribution of leaflets, organizing registration camps, uses of AV (audio visuals aid) etc. in consultation with authorized marketing officer/OIC's of the GA to achieve maximum registrations. DMA will carry out the distribution of leaflets & various registration camps in the city and cost of any advertising material will be borne by DMA. DMA shall be required to carry out awareness activities including awareness camp for duration of at least two hours at one community before starting registration process. However, the number of actual camps may vary according to the number of houses in said community. The DMA shall arrange the manpower, requisite portable tents and other amenities as well as required equipment's for AV ads at his own cost. Depending on the requirement BGL may instruct DMA to undertake special campaign for domestic connections.

► DMA will attend meetings with RWA or any other public forum as per day and time specified by the OIC or his authorized representative. Any relaxation from this activity is required to be obtained in writing from the marketing officer. DMA shall collect the applicable payments from the customer according to the selection by customers from

different options/schemes offered by BGL & the payment instruments shall be submitted by DMA at BGL office along with required details.

► **A successful registration means:**

- Collection of payment (i.e. Application fee, Registration amount and payment Security) through cheques or any other digital mode of Payment.
- Issue an acknowledgment along with registration number to customer.
- Submit the cheques along with the records in prescribed format in soft and hard copies to BGL.
- In case of cheque bounce, recollections of amount in form of DD along with cheque bounce charges without any extra cost to BGL.
- Collection of payment towards extra piping/tubing and any other charges as informed by BGL from time to time.
- Under no circumstances cash shall be collected by DMA.
- Uploading of documents, customer details in BYNRY Portal & Updating of Necessary data in BYNRY Portal

► Vendor shall fill registration forms along with other necessary supporting documents on BYNRY Portal. 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 NSC number 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.

► DMA will keep updating the customer wise records of cheques/Demand Draft received at various stages (in terms of Registration and collection of other payment if required). These records will be maintained in the format specified by BGL (soft copy in email/ and hard copy in printouts) will be submitted to OIC's or his Authorized Representative on regular basis.

► DMA will review the progress/action plans of Sales Teams regarding the status of registrations, penetration and submission of the cheques to BGL on a day-to-day basis. This will be done in the formats specified by OIC's or his Authorized Representative from time to time. DMA is required to submit weekly, monthly report in the prescribed format to OIC's or his Authorized Representative.

► DMA will ensure that its marketing executives/office staff should communicate the correct information to consumers and conduct them in a dignified manner when representing BGL. On receipt of any complaint regarding misbehavior /any other conduct by the persons employed by the DMA is received, the same shall be immediately brought to the knowledge of OIC's or his Authorized Representative. DMA will remove such personnel from the job on instructions from OIC's or his Authorized Representative. The DMA shall be completely responsible for consequences, if any, legal or financial for any act of misbehavior on the part of persons employed/contracted by him/her with prospective customers of OIC's or his Authorized Representative.

- ▶ BGL shall have absolute discretion/liberty to increase/decrease the refundable security deposit and the manner in which the same are to be collected.
- ▶ DMA will be responsible for coordinating with site engineer of BGL working in the area to facilitate installation/conversions and getting the connection activated as per schedule. For any matter, which requires intervention from OIC's or his Authorized Representative, DMA will be responsible to bring such matters to the notice of OIC's or his Authorized Representative team from time to time.
- ▶ DMA shall address the queries /complaints of the customers with suitable reply and if it beyond its scope the same shall be forward to OIC's or his Authorized Representative.
- ▶ DMA shall make a list of all such residents/houses along with the contact details for those who have not opted to register for a PNG connection in a society/area, and same shall be shared with OIC's or his Authorized Representative.
- ▶ In the event of dishonor of cheques by Bank, DMA is required to follow up the matter and collect the fresh DD along with Rs. 200/- as administrative charges and submit the same in the office to BGL within 15 days from date of handing over dishonored cheque/s by OIC's or his Authorized Representative.
- ▶ All registration charges are to be collected by way of A/C Payee Cheque/DD payable at Hyderabad in favor 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 center. 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 tele caller (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.
- (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 4<sup>th</sup> 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 1<sup>st</sup> 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)**

**SCHEDULE OF RATES**

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 or getting registrations under prevailing flexi scheme as suggested by BGL on time to time basis, along with filling up and uploading of customer data on Bynry System and all requisite KYC documents (Scan Copy).	30,000		
2	Registration of Commercial Customers	100		
3	Marketing activity (Tent/Canopies/Flex Banners/Pamphlets)	100		
4	Promotion through Audio/Video Advertisements.	100		
			GST @.....%	
Grand Total Price Inclusive of all Taxes & Duties inclusive of GST in Rs.				

**Note:** BGL reserves right to operate or non-operate any of the SOR items depending upon its need, vendor to accordingly.

**SIGNATURE OF THE BIDDER:.....**

**NAME OF THE BIDDER:.....**

**STAMP OF THE ORGANISATION:.....**