



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

BID DOCUMENT FOR

**APPOINTMENT OF DIRECT MARKETING AGENCY (DMA)
FOR DOMESTIC PNG MARKETING IN THE CITY OF
HYDERABAD**

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/511/2020-21

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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 be 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. Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider 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. The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1. INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1. The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing (if any) but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract. shall take precedence over respective clauses of the formal Contract and its annexures.

2. 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.

3. 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.

4. 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.

5. 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.

6. Payment Terms:

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

SOR sl. no 1. For Domestic Registration:

- (i) 30% of the payment to be paid on submission/ uploading of the registration documents on monthly basis.
- (ii) 65% after Document verification by BGL within 3 months from date of uploading the registration in the registration portal as provided by BGL
- (iii) Balance 5% on RFC (Ready for conversion) by BGL.

SOR sl. no2. Marketing Tent/ Canopy based Activity:

- (i) 100 % payment on submission of photo and video proof along with the timeframe.

On submission of all the relevant documents such as Invoice in triplicate and the list of registrations in the specified format/proof of Work for SOR item 2 on monthly basis, 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 NEFT/RTGS.

7. 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.

8. 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).

9. 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.

10. PRICE REDUCTION SCHEDULE /Penalty:

- (i) Under no circumstances cash payment should be collected. Any deviation of this policy of payment by cheque/DD/Digital payment to BGL will attract a minimum penalty of Rs.3,000/- per incidence in addition to recovery of cash collected.
- (ii) 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.
- (iii) In case it is observed that DMA has done registration from the areas not specified by BGL then a penalty of Rs.6000/- 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.
- (iv) On receipt of any complaint regarding misbehavior / any other conduct by the persons employed by the vendor, shall attract a penalty of Rs.2,500/- on the DMA.
- (v) In case of any misplacement of customer's cheque/registration documents from DMA's end, a penalty of Rs.4,000/- per incident shall be levied and if such negligence is observed on frequent basis, the services of DMA can be terminated without any notice.
- (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 half-yearly basis. Any deviation from this practice will attract penalty of Rs.5,000/-.
- (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 80% of the assigned monthly targets for 3 consecutive months.

- (viii) Any registration performed without the consent of customer or duplicate registration or already registered customer, penalty of Rs. 2,500/- shall be levied for each case.
- (ix) Any Tenant registration with out the consent of the owner shall not be considered and penalty of Rs. 500/- shall be levied for each case.
- (x) When a registration is found to be fake (No existing kitchen), a penalty of Rs. 1500/- shall be levied for each case.
- (xi) Entry of dummy cheque or wrong scheme or wrong details of the customer attract a penalty of Rs. 1000/- per each case.

11. SUSPENSION OF WORK

The service provider shall, on receipt of the order of the engineer-in-charge (whose decision shall be final and binding on the service provider), suspend the progress of the work or any part thereof for such time and in such manner as the OIC/ EIC may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons

- a) On account of any default on the part of the service provider or;
- b) For proper execution of the works or part thereof for reasons other than the default of the service provider; or
- c) For safety of works or part thereof, if any.

12. Inspection and Supervision of Work

All Work under or in course of execution or executed in pursuance of the contract shall at all times be opened and accessible to the inspection and supervision of engineer-in-charge, his authorized subordinates in charge of the works and all officers, of the M/s Bhagyanagar Gas Ltd (BGL) and shall at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the service provider, either himself be present to receive orders and instructions or have a responsible, agent duly accredited in writing, present for that purpose. Orders given to the service provider's agent shall be considered to have the same force as if they had been given to the service provider himself.

13. RECTIFICATION OR DEFECTS

If it shall appear to the engineer-in-charge or his authorized subordinates in-charge of the work that any work/services has been executed with unsound, imperfect, or unskillfull workmanship or with materials or articles provided by him for the execution of work/services which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the service provider shall, on demand in writing which shall be made within six months of the completion of the work/services from the engineer-incharge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work/ services so specified in whole or in part, as the case may require or as

the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so, within a period specified by the engineer-in-charge in his demand aforesaid, the service provider shall be liable to pay compensation at the rate decided by EIC for this default.

14. DISCIPLINE

The engineer-in-charge may require the service provider to dismiss or remove from the site of the work any person or persons in the service provider's employment upon the work who may be incompetent or misconducts himself and the service provider shall forthwith comply with such requirements.

15. EXECUTION OF WORK

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the EIC who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on.

16. WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM THE SERVICE PROVIDER

1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the service provider, the engineer-in-charge or the M/s Bhagyanagar Gas Ltd (BGL) Ltd shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the service provider and for the purposes aforesaid, the engineer-in-charge or the M/s Bhagyanagar Gas Ltd (BGL) shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the service provider, the engineer-in-charge or M/s Bhagyanagar Gas Ltd (BGL) shall be entitled to withhold and have a lien to retain such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the engineer-in-charge of M/s Bhagyanagar Gas Ltd (BGL) or any contracting person through the engineer-in-charge to the M/s Bhagyanagar Gas Ltd (BGL) or any contracting person through the engineer-in-charge pending finalization of adjudication of any such claim.

2. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the engineer-in-charge or M/s Bhagyanagar Gas Ltd (BGL) will be kept withheld or retained as such, by the engineer-in-charge, till the claim arising out of or under the contract is determined by the arbitrator have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the service provider. For the purpose of this clause, where the service provider is a partnership firm or a limited company, the engineer-in-charge or the M/s Bhagyanagar Gas Ltd (BGL) shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

17. COMPLIANCE WITH LAWS

The CONTRACTOR shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) PF & ESI Acts
- v) Employer's Liability Act.
- vi) Factory Act
- vii) Apprentices Act.
- viii) Workman's Compensation Act
- ix) Industrial Dispute Act.
- x) Environment Protection Act.
- xi) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of coating plant.

OWNER shall not be responsible for any default by CONTRACTOR due to lack of information on the part of the CONTRACTOR.

SECTION – 8
SCOPE OF WORK

SCOPE OF WORK

1. Scope of Work/ Services:

BGL has divided the marketing zones as indicated/informed from time to time along with the minimum resources required for different zones:

- 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".
- iii) 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 its 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 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 compromise of following necessary facilities.
- Availability of tele caller (s) on daily basis.
 - Proper space for keeping all registration forms, documents and cheques in organized manner.
 - Dedicated contact nos./ landlines – to ensure there is no call drop of customers and to support out bound calls.
 - 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.

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	Submission of Complete Domestic Registration along with required documents (Identity and Address Proof, Customers Acceptance and/or Owner's acceptance) and collection of Security deposit (As decided by BGL) from the customer under the approved scheme by BGL.	50,000		
2	Marketing Tent/ Canopies based activity in public	25		
Sub Total				
(SAC Code:.....)			GST @.....%	
Grand Total Price Inclusive of all Taxes & Duties inclusive of GST in Rs. (A)				

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....

STAMP OF THE ORGANISATION:.....