

Subject: SoW approval for DMA Tender

Ref. Documents:

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GEL/C&M/2026/8/322695	DMA tender - Changes in BQC and SoW



SCOPE OF WORK (SOW)

FOR

**APPOINTMENT OF DIRECT MARKETING AGENCY (DMA) FOR
MARKETING AND REGISTRATION OF DOMESTIC AND COMMERCIAL
PROSPECTS IN VARIOUS GEL LOCATIONS**

	Name	Designation	Sign & Date
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1. INTRODUCTION:

Gujarat Energy Limited (GEL) is India's largest city gas distribution company, GEL is having its registered office at Gujarat Energy Bhavan, Behind Udyog Bhavan, Sector- 11 Gandhinagar-382010, Gujarat, India. GEL is supplying Natural Gas to Industrial, Commercial, Domestic customers and CNG driven vehicles. GEL endeavors to develop PNG infrastructure in 27 authorized Geographical Areas, which enlists 43 districts in the State of Gujarat, Haryana, Madhya Pradesh, Maharashtra, Punjab, Rajasthan and Union Territory of Dadra Nagar Haveli.

In order to spread PNG awareness, and it's benefits with regard to other alternate fuels including safety aspects, also acquisition of new domestic/ commercial connection, GEL would like to engage / hire or appoint Direct Marketing Agency DMA for Domestic and Commercial PNG registrations at various areas across its operating areas.

GEL has defined target to connect new Domestic households with Piped Natural Gas (PNG) as per Annexure -1 of SOR.

2. DMA's SCOPE OF WORK:

The major scope of work to be performed / executed by the Direct Marketing Agency (DMA) shall include but not be limited to the following:

DMA's scope of work is broadly divided into three phases:

2.1 Marketing activities

- 2.1.1 Society Meeting
- 2.1.2 Nukkad Natak/ Street Play/ Skit perform
- 2.1.3 Camp/ Canopy installation/ display at strategic locations
- 2.1.4 Display Tri-cycle
- 2.1.5 Door to door marketing
- 2.1.6 Commercial Lead Generation

2.2 Registration activities

2.2.1 New Domestic Registrations

2.2.2 New Commercial Registrations

2.3 Safety Awareness Programme

2.4 Identification and Notices to Non-PNG Customers

2.4.1 Identification and Notices to Non-PNG Domestic Customers at Societies/RWAs/Villages

2.4.2 Identification and Notices to Non-PNG Individual Domestic Customer

2.1 Marketing activities

2.1.1 Society Meeting

- Meetings shall be conducted as per Marketing Programme (MP) (refer clause no.4.1) approved for a month by Zonal C&M Lead.
- DMA has to secure monthly plan as per Marketing Programme including Society meeting in consultation with GA-C&M Lead and obtain approval from Zonal C&M Lead, for monthly society meeting implementation by DMA, however if the GA-C&M Lead find a need for additional society meetings, the approval for the same to be secured from Zonal C&M Lead and DMA has to perform accordingly.
- DMA to secure require statutory/ local/ society president approvals/ permission prior to society meeting.
- Execute society meeting(s) in society/ areas as per plan. All necessary equipment like projector, screen, laptop or any other electronic and non-electronic equipment shall be arranged by the DMA.
- Each society meeting shall be done under the supervision of GEL employee who shall be assisting and monitoring the progress of society meeting.
- The set of activities to be performed during the society meeting:
 - About the Company
 - Brief on Piped Natural Gas
 - PNG benefits
 - PNG savings
 - Safety related to PNG
 - Process to opt new domestic connection
 - Billing and Payment terms and conditions
 - Emergency Service details
 - Post connection services etc.
 - Customer feedback
 - Distribution of leaflet/tariff card/ marketing materials etc.

- Fill the Prospect forms and submit in the hard copy and soft copy and maintain the database of prospect like name, address, contact number etc.
- Submit Report covering details and photographs (minimum 5 photographs per society meeting) as per format prescribed by GA along with filled form for prospect generated during the society meeting.
- DMA shall perform activities defined by GA-C&M Lead as Marketing Programme (refer clause no.4.1), failing which shall attract penalties as per provision available under clause no.6.

2.1.2 Nukkad Natak/ Street Play/ Skit perform

- DMA has to secure monthly plan for Nukkad Natak/ Street Play/ Skit perform in consultation with GA-C&M Lead and obtain approval from Zonal C&M Lead, for monthly Nukkad Natak/ Street Play/ Skit perform implementation by DMA.
- The content should be approved from Zonal C&M Lead in consultation with Corporate Communication dept.
- The play script shall be promoting the use of piped gas and also citing the benefits of using green fuels in sustainable environment. Use of CNG shall also be promoted. The script shall also highlight the cost benefits associated with piped gas, safety awareness, and environmental benefits.
- Necessary required statutory/ local/ society president approvals/ permission should be obtained prior to skit performance.
- Distribution of leaflet/tariff card/ marketing materials etc.as provided by Company.
- Submit Report covering details and photographs (minimum 5 photographs per Skit perform) as per format prescribed by GA.
- Nukkad Natak/ Street Play/ Skit perform shall be performed as per the direction from GA-C&M Lead (refer clause no.4.1,) in a month for each GA. However, if the GA-C&M Lead find a need for additional Nukkad Natak/ Street Play/ Skit perform, the approval for the same to be secured from Zonal C&M Lead and DMA has to perform it accordingly.
- DMA shall perform activities defined by GA-C&M Lead as Marketing Programme (refer clause no.4.1), failing which shall attract penalties as per provision available under clause no.6.

2.1.3 Camp/ Canopy installation/ display at strategic locations

- Marketing activity via Stall/ Canopy should be done at strategic locations including but not limited to
 - Shopping Mall(s)
 - Railway Station(s)
 - Bus Station(s)

- Vegetable Market(s)
- Large Society(ies)
- Major public events i.e. Garba, Janmashtami, Fun Fair, exhibition, road shows etc.
- Prior approval should be obtained from Zonal C&M lead.
- Necessary required statutory/ local/ society president approvals/ permission should be obtained prior to installing stall/ canopy.
- Attend prospect queries & maintain prospect database i.e. name, address, contact nos. and, taking necessary follow-up for timely registration.
- Distribution of leaflet/tariff card/ marketing materials etc. at stall/ canopy in consultation with GA C&M-Lead.
- Event can be organized as below
 - (1) Half day (Upto 4 hours) or
 - (2) Full day (> 6 hours or ≤ 8 hours)

Remuneration to be paid for Half day/ full day (as applicable), as per rates mentioned in Schedule of Rates (SOR).

- Submit Report covering details and photographs (minimum 5 photographs per canopy/camp marketing) as per format prescribed by GA-C&M Lead.
- Camp/ Canopy marketing shall be done as per Marketing Programme (refer clause no.4.1) in a month for each GA. However, if the GA-C&M Lead find a need for additional Camp/ Canopy marketing, the approval for the same to be secured from Zonal C&M Lead, DMA has to perform it accordingly.
- DMA shall perform activities defined by GA-C&M Lead as Marketing Programme (refer clause no.4.1), failing which shall attract penalties as per provision available under clause no.6.

2.1.4 Display Tri-cycle

- GEL will provide design/ branding for tri-cycle display.
- Fabrication cost will be borne by DMA.
- GA-C&M Lead will provide route for the movement of the tri-cycle in well advance after approval from Zonal C&M Lead.
- DMA will display the tri-cycle within the area/route provided by GEL.
- C&M team may visit and check the movement of the tri-cycle at any point of the time.
- DMA will provide contact details of the tri-cycle driver to GEL.
- Submit Report covering details i.e. Route map, distance covered, start time, end time and photographs (minimum 5 photographs per day) as per format prescribed by GA-C&M.
- Display of Tri-cycle shall be done as per Marketing Programme (refer clause no.4.1) in a month for each GA. However, if the GA-C&M Lead find a need for additional

activity, the approval for the same to be secured from Zonal C&M lead, DMA has to perform it accordingly.

- DMA shall perform activities defined by GA-C&M Lead as Marketing Programme (refer clause no.4.1), failing which shall attract penalties as per provision available under clause no.6.

2.1.5 Door to door marketing

- DMA shall visit each house of the list of societies provided by GA C&M-Lead and provide information about GEL, PNG, PNG benefits, PNG savings, Safety related to PNG, scheme details, process to avail new connection etc.
- Maintain record of the each house visited along with the feedback received from the prospect customer.
- Provide society wise report to GA C&M-Lead as and when required.
- DMA will give thrust to low penetrating areas.

2.1.6 Commercial Lead Generation

- DMA shall undertake various surveys including demand, potential survey of new and existing areas GA, fill the pre-registration form, once network availability is in place/ planned to reach, DMA to initiate registration in consultation with GA C&M-Lead.
- During the visit at potential commercial customer in the area allocated by GA-C&M Lead, DMA to provide information about GEL, PNG, PNG Benefits, PNG Savings, Safety, Scheme details, process to avail new connection etc.
- DMA shall do Load Assessment of potential customers (Type & Nos. of Equipment Fuel Type and Qty. consumed, Gas Pressure Req'd.)
- Check network availability with GA Team.
- DMA shall submit customer wise duly signed/stamped load assessment to GA C&M-Lead on daily basis.
- DMA will do regular follow-up for GSA signing with these prospective customers.

2.2 Registration activities

2.2.1 New Domestic Registrations

- Approach potential customer/ prospect(s) and perform following activities during registration of new domestic customer
 - DMA shall undertake various surveys including demand, potential survey of new and existing areas, individual premise, government quarters,

government awas schemes in the existing GA, fill the pre-registration form. Once network availability is available/ planned to reach, DMA to initiate registration in consultation with GA C&M-Lead.

- Explain scheme and provide information about Company, PNG, PNG benefits, PNG savings, Safety related to PNG, process to opt new connection etc.
- Collect NO OBJECTION CERTIFICATES (NOC) from society president, working committee, builder etc as per prescribed format provided by GA-C&M.
- Fill application forms, get customer's signature, and collect requisite documents and payment on line with support of hand-held Tablet, whenever available.
- Ensure the complete and proper filling up of application forms.
- Ensure and verify documents before registration or upload online.
- If any documents found invalid and application rejected due to any reason, it will be DMA responsibility to submit documents and payment back to the applicant.
- GEL is liable to make payment to the DMA only in respect of connections for which the GEL has received and realized the due payment from customers.
- Submit details in provided excel format or capture in web link/ application provided by GEL as the case may be.
- Ensure correct entry of data in the system.
- Scan copy of documents and signed application form is to be uploaded in system provided by GEL/provide in soft copy and hard copy to GEL.
- Follow up and reconciliation of bounce cheques and payment failure cases.
- Collect requisite documents and payment instrument like cheque/ Demand Draft/ any other mode as defined by GEL from time to time.
- Cheque or Demand Draft should be of latest date or not older than 30 days of latest date.

2.2.2 New Commercial Registrations

- Approach potential customer/ prospect(s) and perform following activities during registration of new commercial customer Provide information about GEL, PNG, PNG benefits, PNG savings, Safety related to PNG, process to opt new connection etc.
- Submission of Quotation/Proposal.
- Sign Gas Sales Agreement and collect requisite payments
- Collect necessary documents, as prescribe in GSA.
- Collect NOC as per prescribed format provided by GEL.
- Assist customer in capturing details, collect filled application form and signed from the customer.
- Collect requisite documents and payment instrument like cheque/ Demand Draft.

- GEL is liable to make payment to the DMA only in respect of connections for which the GEL has received and realized the due payment from customers.
- Cheque or Demand Draft should be of latest date or not older than 30 days of latest date.
- Submit details in provided excel format or capture in web link provided by GEL as the case may be.
- Ensure correct entry of data in the system.
- Scan copy of documents and signed application form should be uploaded in the system provided by GEL along with hard copy.
- Follow up of bounce cheques at no extra charges or cost till the payment are realized into GEL's bank account.

2.3 Safety Awareness Programme

- Plan safety awareness programme.
- Co-ordinate and conduct safety awareness programme in
 - Schools, colleges, other educational and charitable institutes
 - Local organization, citizen clubs
 - Society
 - Staff colony of corporates
 - Government quarters etc.
- Contents of the session will be provided by GEL.
- Necessary statutory permission will be secured by DMA
- Material for awareness will be provided by GEL
- Submit Report covering details and photographs (minimum 5 photographs per Safety Awareness Programme) as per format prescribed by GA-Team.
- Safety Awareness Programme shall be performed as per Marketing Programme (refer clause no.4.1) in a month for each GA. However if the GA-C&M Lead find a need for additional Safety Awareness Programme and Zonal C&M Lead approved the same, DMA has to perform it accordingly.
- DMA shall perform activities defined by GA-C&M Lead as Marketing Programme (refer clause no.4.1), failing which shall attract penalties as per provision available under clause no.6.

2.4 Identification and Notices to Non-PNG Domestic Customers

2.4.1 Identification and Notices to Non-PNG Domestic Customers at Societies/RWAs/Villages

- DMA to identify the societies/RWAs/villages where PNG is available but 100% saturation is not achieved.
- DMA shall print the notice as per the format given by GEL and shall submit the same to the President/Authorized Signatory/Sarpanch of the society/RWA/Village.
- DMA shall maintain a record of issued notices with details like name, address, contact no. (WhatsApp) of society president or its authorized representative /

village sarpanch and shall submit duly signed/stamped copy with at least 3 photos to GA C&M lead.

2.4.2 Identification and Notices to Non-PNG Individual Domestic Customers

- DMA to identify the non-PNG individual customers in areas where PNG is available.
- DMA shall print the notice as per the format given by GEL and shall submit the same to the individual households.
- DMA shall maintain a record of issued notices with details like name, address, contact no. (WhatsApp) of house owner or its authorized representative and shall submit duly signed/stamped copy with at least 3 photos to GA C&M lead.

OTHER SCOPE OF WORK:

1. DMA has to secure Monthly Marketing Plan for each month in consultation with GA-C&M Lead and get it approved from Zonal C&M Lead. DMA shall be complied to this marketing plan and perform accordingly. DMA shall send a weekly progress report by e-mail to GA C&M-Lead and Zonal C&M Lead.
2. DMA has to conduct various activities as mentioned in Marketing Programme (refer clause no.4.1). The approval for marketing activities is solely at the discretion of GEL.
3. DMA will maintain a Marketing office with basic infrastructure facilities like Desktop/ Laptop, Internet, table, chairs etc. required in the office. The office location needs to be approved by GEL authorized person. Office should be within city limits only.
4. DMA will undertake various activities to promote his office address and contact details, so that customer can approach DMA for new registration and thereby, customer foot fall at GEL office to be reduced in terms of new registration.
5. The DMA is expected to submit Bio-data of its team members. The DMA is expected to Employ, remunerate and exercise disciplinary control over its own staff.
6. The DMA shall employ minimum 1 Supervisor for the particular GA/ District. There should be a team of minimum 3 Marketing Executives at the initial level, and that shall be increased/decreased as per the GEL business requirement. DMA has to comply and increase/ decrease the manpower requirement and instruction received from GEL from time to time, as per the business need.
7. DMA shall appoint manpower smart, presentable, mentally stable, with no criminal record.
8. Criteria for DMA employee
 - 1) Minimum education qualification of standard 10
 - 2) Minimum age of 18 years
9. Supervisor and all marketing executives shall be in uniform as per design provided by GEL with ID card.

10. DMA will attend meetings required at date and time communicated by the concerned EIC (Engineer In-charge).
11. DMA shall ensure to follow the "code of conduct" as defined in clause no.10.
12. The DMA shall take care of all relevant legal compliances (Like Provident Fund/Employee State Insurance (ESI)/Labour License and any other mandatory requirements) as applicable.
13. Take approved list of CA wise areas / locations from GA C&M-Lead, from where new PNG Domestic and Commercial registrations are to be obtained and accepted. In no case the DMA shall obtain registrations from unapproved areas / locations and Payments may not be released by GEL for such Registrations and penalty to be levied as per provision in clause no.6.
14. DMA shall always secure directions from GA C&M-Lead to understand potential in each area and work in coordination with GEL.
15. DMA has to maintain, track and update database of potential customers to improve penetration level from charged network.
16. Undertaking of Telemarketing activities and attending Customer Queries and Calls.
17. DMA shall arrange for audio/video equipment's & other requirements for presentations in societies/customer's end at own cost.
18. Managing the entire Sales & Marketing efforts including all promotional activities as directed by GEL.
19. DMA shall obtain any statutory permission, which may be required for any marketing activity shall be in the scope of the DMA.
20. The DMA to submit all the cheque/ Registration forms at Company office as specified / mentioned by GEL or its representative.
21. The DMA shall coordinate with GEL and its officers and ensure that all the documentation is executed to the satisfaction of GEL.
22. Registration charges are to be collected by way of A/c Payee Cheque/Demand Draft only in favor of "Gujarat Energy Ltd." or any other mode of payment decided and communicated by GEL. Under no circumstances, cash will be collected from the customers or not handling cash on behalf of the customer. Any deviation from this policy will attract penalty as decided by GEL including termination of the contract.
23. The registration and connection charges prescribed as per the Tariff card of company are applicable at present. However, GEL shall have absolute discrete/ liberty to amend, vary modify the charges and / or terms and condition / manner in which the same are to be administered / collected. The DMA shall be required to abide by the decision of GEL management in this regard.
24. DMA shall keep posted the area or society they are collecting registration on day to day basis through calls or SMS or e-mail.
25. The DMA shall maintain records and accounts of all:
 - Application/Registration Forms

- Payment Collections and Data of collected payment including cheque bounce cases
 - Maintain Receipt books and all records
26. Daily/weekly/ monthly/ Quarterly/ Annual Progress reports as per format provided by GEL.
 27. Any other records, reports, submissions and details as may be specified/required by GEL from time to time.
 28. DMA shall do regular follow-up with prospective customers for domestic registration. Post registration of prospective customer, DMA shall support the GA C&M lead to update the prospect master data numbers.
 29. Bidder shall comply with guidelines / notifications issued by Central / State government, local authorities like municipal corporation or any such other authorities from time to time for any pandemic/epidemic or any such situations including but not limited to COVID-19. To the extent that the Bidder is not directly restricted by the aforementioned guidelines/notifications, Bidder shall ensure delivery of services / continuity of operations as per scope of work mentioned in the SoW document.
 30. PO start date will be based on GA kick off meeting and PO start date as advice by Zonal C&M Lead / GA C&M Lead.

3. GEL's SCOPE:

- 3.1 GEL shall determine its annual PNG Domestic registration target for its various locations / GA in advance based on its gas network availability and approved expansion plan including new areas, if any.
- 3.2 GEL shall provide list of villages / towns / city including societies / areas in advance to DMA for preparation of marketing plan and deployment of marketing agency manpower.
- 3.3 GEL shall provide the necessary software/application for online registration.
- 3.4 GA C&M Lead is deemed as Overall In charge of the contract.
- 3.5 GEL shall provide training, guidance & assistance as and when required.
- 3.6 GEL shall provide authorization letter to selected DMA for engagement with prospect/ customer on behalf of GEL to execute Marketing Programme as per SOW defined.
- 3.7 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 GEL marketing executive or authorized representative of GEL.
- 3.8 GEL will provide registration/application forms, tariff card, pamphlets and other marketing material to DMA. DMA will take care of the marketing materials and maintain record of the usage.

4 MARKETING PROGRAMME (MP)

- 4.1 Each DMA has to perform activity as per the Marketing Programme including Safety Awareness Programme approved by Zonal C&M Lead, if the GA-C&M Lead find a need for additional marketing activities and Zonal C&M Lead approves the same, DMA has to perform it accordingly.
- 4.2 Any additional marketing activity shall be payable to DMA in the monthly invoice, as per the rates mentioned in the Schedule of Rates (SOR).
- 4.3 DMA shall perform activities as defined in Monthly Marketing Programme, failing which shall attract penalties as mentioned in clause 6.

5 BILLING AND PAYMENT:

- 5.1 Each DMA will raise monthly bills in following heads,

Sr.No.	Particular	Rates	Amount Rs.
A	Marketing Programme (MP)(Refer clause no.4.1)	As Per SOR	
B	Domestic registration (Refer DMA's Scope of work 2.2.1)	As Per SOR	
C	Commercial registration (Refer DMA's Scope of work 2.2.2)	As Per SOR	
D	Identification and Notices to Non-PNG Domestic Customers at Societies/RWAs/Villages (Refer DMA's Scope of work 2.4.1)	As Per SOR	
E	Identification and Notices to Non-PNG Individual Domestic Customers (Refer DMA's Scope of work 2.4.2)	As Per SOR	
F	Incentive (Refer DMA's Scope of work 7)	As Per SOR	
	Total		

- A. Marketing Programme (MP):** DMA will raise bill for marketing programme conducted during the month and if any marketing activities conducted in addition to the marketing programme provided below, shall be billed as per the rates mentioned in the Schedule of Rates (SOR).
- B. New Domestic Registration:** Invoice shall be raised for each new domestic registration carried out during the month at rate mentioned in the Schedule of Rates (SOR)
- C. New Commercial Registration:** Invoice shall be raised for each new commercial registration carried out during the month as per connection capacity/ at rate mentioned in the below table,

Slab	Meter/ Connection Capacity/ Volume Flow Rate	Rs. Per Connection
Slab-1	G-1.6/ G-6 / Upto 10 SCMH	800 /-
Slab-2	G-10/G-16/ Upto 25 SCMH	1,300/-
Slab-3	G-25/G-40/G-60 / More than 26 SCMH	1,800/-

D. Identification and Notices to Non-PNG Domestic Customers at Societies/RWAs/Villages: Invoice shall be raised for each new notice issued during the month at rate mentioned in the below table,

Rate per Notice	Rs	50/-
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E. Identification and Notices to Non-PNG Individual Domestic Customers: Invoice shall be raised for each new notice issued during the month at rate mentioned in the below table,

Rate per Notice	Rs	7/-
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5.2 Monthly bill shall be submitted to GA C&M-Lead along with all supporting reports including evidences/ photographs on various activity(s) carried out by the DMA during the month.

5.3 GEL shall release payment after 30 days of receipt of invoice subject to verification of each items mentioned.

6 PENALTY:

6.1 If all the approved Marketing activities under Marketing Programme (MP) for a month is not performed by DMA, for reason(s) attributable to DMA, GEL shall reserve the right for non-payment of any marketing activity conducted in Marketing Programme (MP) for a particular month.

6.2 If DMA not able to perform approved Marketing Programme (MP) for reasons not attributable to GEL, then GEL reserves rights to take decision not to pay for marketing activity conducted by DMA in the month.

6.3 If DMA achieves below 50% of the quarterly target than Penalty may be applied as defined below:

Penalty = (Total quarterly Target – Quarterly Achievement) X (5% of Rates of each Domestic Registration (Rs.) as applicable)

6.4 If connection registered by DMA not commissioned within 6 months from the registration due to any reasons including but not limited as attributable to DMA, as mentioned below;

6.4.1 Registration from out of Network area

6.4.2 Registration from Under construction projects

6.4.3 Customer address pending

6.4.4 NOC-Dispute with society

In such above-mentioned cases, GEL shall deduct 50% of the commission charges paid to DMA for such registration.

- 6.5 Penalty of Rs. 250/- per instance will be imposed to DMA for cheque bounce cases, where payment is not realized in GEL bank account at the end of contract period.
- 6.6 DMA shall not make any registration from the areas not declared / specified by GGL/not allotted to DMA. In case it is observed that DMA have done the registration from the areas not specified by GEL then legal, financial or otherwise any liability arising out of this shall be DMA sole responsibility and cost.
- 6.7 Post award of contract, service provider has to act on the direction received from Zonal C&M Lead in terms of including Marketing Programme.

7 PERFORMANCE AND AWARD/REWARD:

- 7.1 GEL will pay incentives based on quarterly performance of DMA.
- 7.2 If DMA achieves above 100% of the quarterly target than Incentive may be applied as defined below:

Incentive = (Total Quarterly Achievement - Total Quarterly Target) X (10% of Rates of each Domestic Registration (Rs.) as applicable)

8 DIGITAL REGISTRATION:

- 8.1 In order to encourage and promote digital registration, DMA to ensure register customer via online modes and avoid physical registration, unless, it is necessary.
- 8.2 DMA shall purchase hand held tablet(s) for digital registration as per the below specifications.
 - Platforms : Android
 - OS Versions : Android versions (tablet) 6.x, 7.x
 - Screen Size : 8 Inches or above
 - RAM : 3GB or above
 - Memory : 32 GB
 - Accessories : Screen Guard, Tablet cover and Battery Back-up

9 TERMINATION:

- 9.1 GEL reserves right to terminate the contract without any notice period in following instances,
 - GEL finds or reported any cash collection to and from the customers
 - In case of violation of any HSE norms

- If any of dispute / legal matters arise out of misbehavior / misconduct / malpractice by DMA's team, including which are defined in Code of Conduct.
- The DMA, in no circumstances, divulge business related information and will take utmost care in maintaining confidentiality of customer data / survey data.

9.2 GEL reserves right to terminate the contract with prior notice of 1 months, upon occurrence of one or more of the following events;

- a) Non-achievement of target, as laid by GEL.
- b) Non- performance arising in Marketing Programme.
- c) Non-deployment of required manpower, as defined in other scope of work clause no.4, and also, to deploy additional manpower as per GEL business need as being informed time to time.

9.3 The right to terminate the contract either in whole or in part, upon occurrence of one or more of the following events by giving 30 days' notice in writing:

- a. Breach of any contractual terms and conditions by the DMA
- b. Insolvency or bankruptcy of the DMA, or being a GGL, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof) whether compulsory or voluntary, except liquidation for the purpose of reconstruction or amalgamation while solvent.
- c. Failure to fulfil any of the DMA's obligations under the contract

The decision of GEL regarding occurrence of any of the aforesaid events shall be final and binding on the PARTIES.

9.4 Without prejudice to, and in addition to, the GGL's other rights under this contract; the GEL shall have the right to terminate this contract or any part thereof without assigning any reason at any time by giving 24 hours written notice to the DMA.

9.5 In the event GEL terminates the contract in whole or in part, as above, GEL may procure, upon such terms and in such manner as it deems appropriate, good/service similar to those undelivered, with excess costs for such similar goods/service liable to be recovered from the DMA. However, the DMA shall continue performance of the contract to the extent not terminated. This is without prejudice to any of the GGL's rights to deduct/ withhold any amount as specified elsewhere in this contract.

9.6 The DMA shall be responsible for, indemnify, defend and hold harmless the GEL against any costs incurred by the DMA till the effective date of termination, including, but not limited to, input material/labor cost, etc. In case GEL has to incur expenses due to the same, the same shall be recovered from the dues payable to the DMA and / or security deposit held with GGL.

9.7 GOODS shall not be or be deemed to be an asset in a bankruptcy if DMA, voluntarily or not, becomes or is declared bankrupt.

10 CODE OF CONDUCT:

10.1 The DMA shall be solely and exclusively responsible for employing persons in execution

- of work. The GEL shall have no liability whatsoever concerning the DMA's employees in any respect.
- 10.2 The DMA shall be solely and exclusively responsible for employing persons in execution of work. The GEL shall have no liability whatsoever concerning the DMA's employees in any respect.
 - 10.3 DMA should ensure integrity of the employees deployed. In case of any fraud/ misbehavior/ misconduct by the DMA's employee, GEL will not be responsible for the same and the DMA will have to face the consequences
 - 10.4 DMA shall ensure that his personnel deputed at site will keep the brand image of Company including Gujarat Gas Ltd. in mind and no any activity should be undertaken to tarnish the brand image of Company including Gujarat Gas Ltd.
 - 10.5 Misbehavior/ misconduct by any of the DMA's employee will not be acceptable whether internally with GEL employees or externally with customers. GEL may invoke its right to terminate the contract.
 - 10.6 DMA shall undertake to understand Company Business Principles & HSE norms thoroughly & ensure full adherence to the same during the execution of this contract.
 - 10.7 If the DMA or their employees shall damage, break, deface or destroy any property belonging to Company including Gujarat Gas Ltd. or customer during the execution of the contract, the DMA will ensure to intact the belonging on the same conditions at its own expenses or, expenses will be recovered from the DMA for the damage caused (for which the decisions of the GA-Head shall be final).
 - 10.8 The DMA, in no circumstances, divulge business related information and will take utmost care in maintaining confidentiality of customer data / survey data. On any failure of the DMA to abide by this condition, the GEL may terminate contract without any notice.
 - 10.9 In case if DMA does not respond immediately to intimations of any dispute/controversy, GEL reserves the rights of solve the dispute/controversy at DMA's cost and risk. In case GEL under takes the dispute/controversy expense of such dispute/controversy shall be debited actual to the DMA for each such instance.

11 SUB-LETTING WORKS:

No part of contract / WORK shall, in any manner of degree be transferred, assigned or submitted by DMA directly or indirectly to any person, firm or corporation whosoever, without prior written approval from GEL.

Initiator: DMA Tender SoW is submitted for approval. Also, the TRC presentation mentioning key changes in BQC and SoW is enclosed for reference.