OIL's Tender No RPI/2339/SALE for Portfolio Management and Trading of the RECs Generated from Solar Power Project in the PXIL & IEX is issued to the following five (5) parties only:

<u>Srl No.</u>	Vendor Details
1	M/s Mittal Processors Private Limited, New Delhi
2	M/s RE-Connect Energy Solution, Bangalore
3	M/s EKI Energy Services Limited, Indore
4	M/s E-Cube Energy Trading Pvt. Ltd, Kolkata
5	M/s Manikaran Power Ltd., New Delhi



FORWARDING LETTER

To, Date: 04.05.2015

Document Serial No.

TENDER NO. RPI/2339/SALE DATED 20.04.2015

Bid Closing Date & Time : 02.06.2015 (15:00 Hrs IST) Bid Opening Date & Time : 02.06.2015 (15:15 Hrs IST)

<u>Sub</u>: Portfolio Management and Trading of the RECs
<u>Generated from Solar Power Project in the PXIL & IEX.</u>

- 1.0 In connection with our Invitation of Bids, we enclose a complete set of Bid Document covering our Tender for Hiring of Services Provider for Portfolio Management and the trading of the RECs generated from Solar Power Projects in the PXIL & IEX.
- 2.0 For your ready reference, few salient points (covered in details in this Bid Document) are highlighted below

i) Tender No. & Date : **RPI/2339/SALE dated 20.04.2015**

ii) Type of Bidding : **Single Stage Composite Bid**

System

iii) Bid Closing Date & Time : 02.06.2015 (15:00 Hrs IST)

iv) Bid Opening Date & Time : **02.06.2015** (15:15 Hrs IST)

v) Bid Submission Place : Office of Chief Manager (M&C)

OIL INDIA LIMITED

2A, Saraswati Nagar

Jodhpur- 342005, Rajasthan

vi) Bid Opening Place

: Office of Chief Manager (M&C)

OIL INDIA LIMITED, Jodhpur

vii) Mobilization Time : 15 days from the date of issue of work

order.

viii) Duration of Contract : Two years extendable by another one

year at the same rate, terms & conditions.

3.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Thanking You

Yours faithfully, OIL INDIA LIMITED

(P.C. MAZUMDAR) CHIEF MANAGER (M&C) FOR GROUP GENERAL MANAGER (RP)

<u>PPART-I</u> SECTION – I

INVITATION FOR BIDS

1.0 Oil India Limited (OIL) invites sealed Competitive Bids for the following services for its **RAJASTHAN** PROJECT under Single Stage Composite Bid System from eligible and reputed domestic bidders.

1.1 Tender No. : RPI/2339/SALE

1.2 Bid Closing Date : 02.06.2015

& Time : (15:00 Hrs. IST)

- 2.0 **Description of Service:** Hiring of Services Provider for Portfolio Management and the trading of the RECs generated from Solar Power Project of Oil India Limited in the PXIL & IEX.
- 3.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

1.0 PREPARATION & SUBMISSION OF BIDS:

- 1.1 The bid should be prepared under **SINGLE STAGE COMPOSITE BID SYSTEM.** Bidders are to fill in the rates in PART-II (Schedule of Works) and sign all the pages of the bid with official stamp as token of acceptance of the terms & conditions of the contract, in the event of award of contract on them.
- 1.2 The sealed envelopes/covers containing the bid should be addressed to Group General Manager (Rajasthan Project), Attention: Chief Manager (M&C), Oil India Limited, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan.

The following details must be clearly marked on the left hand side top corner of the envelope/cover containing the bid -

- i) OILøs Tender No.
- ii) Bid Closing Date :
- iii) Brief description of Service:
- iv) Bidderøs name :
- 1.3 Bidders, in their own interest are advised to drop their bids personally in the Tender Box kept in Materials Department of Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005. Alternatively, they may send the same through registered post/courier also. However, Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.

2.0 **DEADLINES FOR SUBMISSION OF BIDS:**

2.1 Bids must be received by the Company at the address specified in para 1.2 above not later than Bid Closing time and date mentioned in the Forwarding Letter.

3.0 LATE BIDS:

3.1 Any Bid received after the deadline for submission of bids prescribed by the Company shall be out-rightly rejected. No correspondence will be entertained regarding extension of Bid Closing date or delay in receipt of bids by Oil India Limited. Further more, Oil India Limited will not entertain any interim correspondence from the bidder after the Bid Closing date regarding the status of the bid.

4.0 **BID OPENING AND EVALUATION:**

4.1 The Bids will be opened on the Bid Closing Date and time mentioned in the Forwarding Letter in presence of duly authorized representatives of the bidders in the Office of Chief Manager (M&C), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342 005, Rajasthan. However, the bidderøs representative must produce an authorization letter from the bidder at the time of opening of bids. Unless the authorization letter is presented, the representative will not be allowed to attend the opening of bids. Only one representative against each bid will be allowed to attend.

5.0 **VALIDITY OF BIDS:**

5.1 Bids should be valid for acceptance for a minimum period of 120 days from the Bid Closing date. Bids without this minimum validity period will be summarily rejected.

6.0 EXTENSION OF BID CLOSING DATE:

6.1 In the event of receipt of only a single offer against the Tender within the Bid Closing date, Oil India Limited (OIL) reserve the right to extend the B.C. date as deemed fit by the Company (OIL). However, the bidders who have already submitted the bids on or before the original Bid Closing date shall not be permitted to revise their bid during the extended period.

7.0 **OTHER CONDITIONS:**

- 7.1 Any dispute arising out of this Tender will be subject to the jurisdiction of the court at Jodhpur.
- 7.2 Oil India Limited (OIL) reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited decision in this regard shall be final.
- 7.3 If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price should be corrected accordingly. If there is discrepancy between word and figures, the amount in words will prevail.
- 7.4 Oil India Limited (OIL) reserves the right to accept or reject all bids and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Company & action.

(END OF SECTION – II)

END of PART-I

PART-II Section-I

Qualification Criteria & Scope Of Work

1.0 Qualification Criteria: - The bidder may be either group of Registered Traders or an individual trader alone having following qualification:

A) Trader cum service provider (Member of both exchanges)

- (I) Trader qualification:
 - Trader must be Member of both PXIL and IEX.
 - Trader must have experience in Trading of REC Certificate (Solar) in any of exchange for a minimum period of six months.

(II) Service Provider qualification:

Experience of arranging issuance of RECs for a solar developer, which includes arranging of Energy injection verification from local SE (Energy Account for verification), arranging Energy verification from local SLDC (State Load Dispatch centre) and NLDC (National Load Dispatch Centre) etc. and issuance of REC.

OR

B) Group of Traders (Member of both exchanges) and service provider. In this case of consortium the bid shall be submitted by the Lead member only.

- I) Trader qualification:
 - Trader must be Member of both PXIL and IEX.
 - Trader must have experience in the REC Certificate trading in any of exchange for a minimum period of six months.
- II) Service Provider qualification:

Experience of arranging issuance of RECs for a solar developer, which includes arranging of Energy injection verification from local SE (Energy Account for verification), arranging Energy verification from local SLDC (State Load Dispatch centre) and NLDC (National Load Dispatch Centre) etc. and issuance of REC.

2.0 Scope of work of Trader cum services provider: -

I) Role of Trader (Member of both exchange)

Every month Trading of RECs (as applicable) of Oil India Ltd (New + Balance of last month) in the PXIL and IEX.

ii) Role of Service Provider

Necessary inputs for issuance of RECs, which includes application to local SLDC (State Load Dispatch centre) and NLDC (National Load Dispatch Centre) etc. and issuance of REC etc. not limited to following: -

	For REC Certificate(Solar)	Time Schedule		
1	Collection of monthly invoices from OIL® office at	In first week of every month		
	Jodhpur & submission of the same to the office of	(say April Month)		
	RDPPC, Jaipur.			
2	Collection of JMRs from OILøs office at Jodhpur &	By 25th day of every month		
	submission of application (on-line / offline) to	(say April Month)		
	 SE, Energy Accounts (RVPN) for verification of energy injected, 			
	 Submission of the verified energy injection report to SLDC, 			
	 Submission of SLDC verified energy injection report to NLDC 			
	 any other agency(s) related to issuance of REC(s), as required 			
	Note:			
	The service provider shall be responsible for all the jobs /			
	activities from collection of JMRs till issue of REC(s) to			
	OIL.			
3	Deposition of mandatory service charges / fees as	On monthly basis		
	applicable for issuance of RECs & the same shall be			
	reimbursed by OIL on submission of bills / receipts in			
	original.			
4	Sale of REC(s) subject to approval from OIL	Last Wednesday of every		
		month (or as applicable)		
5	Realization of monthly energy bill from RDPPC to OIL	Every month		
6	Submission of quarterly reports on	On monthly basis		
	• RECøs status &			
	 OILøs claim to RDPPC 			

III) Additional Services to be provided by Trader / Member of Exchange

- The service provider is to make the trading of RECs in the PXIL & IEX for advantage to OIL.
- The Service Provider shall provide in advance the trading strategy (price, volume) for the issuance of RECs before 7th day of every month.
- The Service Provider shall provide market analysis and data management; monthly report and relevant inputs required etc. every month immediately after sale of certificates on 25th day of the month.
- Quarterly and Annual MIS Reporting of the REC issuance and trading done by the Service provider.
- Service provider shall provide details of sold certificates in exchanges on 25th of every month and details of amount transferred to Oil India Limited.

(END OF SECTION – I)

PART-II Section-II

CONDITIONS OF AGREEMENT

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below:

- a) The õAgreementö means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The õAgreement Priceö means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The :Workø means each and every activity described in the Schedule of Work/Specifications, detailed in part-II.
- d) õCompanyö means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) õContractorö means the individual or firm or Company performing the ÷workøunder this Agreement and its executors, successors and assignees.
- f) õContractorøs personnelö means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) õCompany Personnelö means the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Companyøs personnel. The Companyøs Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.

- h) õSiteö means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) õCompanyøs itemö means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) õContractorøs itemö means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) õCommencement dateö means the date on which the Contractorøs personnel starts the job as mentioned in the Agreement.
- l) õGross negligenceö as used in this Agreement shall mean ÷willful and wanton disregard for harmful, avoidable and foreseeable consequenceö.

WITNESSETH:

- 1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work which forms Part-II of this Agreement in accordance with General Specifications read in conjunction with any drawings and Particular Specifications and Instructions of this Agreement utilizing the services as offered by the Company.
 - (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Companyøs engineer shall have power to:
 - (a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not up to the required standard, set forth in the company's standard specifications which have been perused and fully understood by the Contractor.

- (b) Order the Contractor to remove any inferior materials from the work site and to demolish of rectify any work of interior workmanship, failing which the Companyøs engineer may arrange for any such work to be demolished or rectified by any other means at the Contractorøs expense.
- (c) Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.
- (d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.
- (e) Order deviations in Part-II of this Agreement after obtaining approval from the Company's Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II, if so ordered by the Company at the same rates, terms and conditions.
- 5.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Companyøs Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.
- 6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:
 - i) The Mines Act
 - ii) The Minimum Wages Act
 - iii) The Workmenøs Compensation Act.
 - iv) The Payment of Wages Act.
 - v) The Payment of Bonus Act, 1965

or any other Acts or statutes not herein above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the contract labourer appointed by the Contractor. Such statutory increase in the wage rates of contract labourer shall be bone by the Contractor.

- 7.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.
- 8.0 **Work Completion Time**: The Contractor must commence the work within 15 days of issue of Work Order.
- 9.0 **Validity of the Agreement**: The Agreement shall remain valid for a period of 02 (Two) years from the date of Letter of Award of the Agreement or the date of issue of Work Order, whichever is later. The contract will have a provision for extension by another one year at the same rate, terms and conditions.
- 10.0 **Schedule of Rates:** Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Part-III hereof.
- 11.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor herby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Companyøs interest and any such event taking shape or form at any place of the Companyøs work and its neighborhood.
- 12.0 **Estimated Value of Agreement**: The total evaluated value of the Agreement (all inclusive) is estimated to be ₹í í í í (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms part-III of this Agreement.
- 13.0 **Payment Terms**: Payment shall be made against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.

14.0 **LIABILITY**:

14.1 Except as otherwise expressly provided, neither the Company not its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.2 Neither the Company not its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

15.0 **FORCE MAJEURE**:

- 15.1 In the event of either party being rendered unable by Force Majeureø to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such Force Majeureø will stand suspended as provided herein. The word Force Majeureø as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.
- 15.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.
- 15.3 Should Force Majeureø conditions as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such Force Majeureø condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the Force Majeureø period unless otherwise agreed to.

16.0 **TERMINATION**:

16.1 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.

16.2 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditor or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

16.3 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 (seven) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

16.4 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and/or obligations under the Agreement and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.

16.5 If at any time during the term of the Agreement, breakdown of the Contractorose equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

16.6 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

- 16.7 Upon termination of the Agreement, the Contractor shall return to the Company all of the Companyøs items, which are in the Contractorøs possession at the time.
- 16.8 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Agreement up to the date of termination.
- 16.9 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Contractor with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Contractor shall demobilize his personnel and materials.

17.0 **ARBITRATION**:

17.1 The Contractor and the Company shall make effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.

- 17.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Contractor and the Company, the matter be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 17.3 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of the Companyøs Engineer shall be final and binding on the Contractor.

18.0 **SET OFF CLAUSE:**

18.1 Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this or any other Agreement may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this Agreement or under any other Agreement made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

19.0 **AMENDMENTS:**

- 19.1 Amendment to any terms and conditions of the Contract, if any, shall be carried out only through an Amendment to Contract duly signed by authorized representative of the Company and the Contractor.
- IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written

Signed in the name and on behalf of:	Signed in the name and on behalf of:		
_	M/S. OIL INDIA LIMITED		
(CONTRACTOR)	(COMPANY)		

Signature :	Signature:
Name :	Name :
(Legal Power of Attorney)	Designation :
In presence of:	In presence of:
Signature :	Signature :
Name :	Name :

PART-III

Price-bid format for Service Provider (Provision for two years)

1	2	3	4	5	6
Sl.	Description of work	Unit	Quantity	Rate	Amount
No.				in INR	in INR
1	Collection of monthly	Month	24		
	invoices from OILøs office				
	at Jodhpur & submission of				
	the same to the office of				
	RDPPC, Jaipur.				
2	Generation of REC(s) in	Month	24		
	OILøs name.				
3	Trading / Sale of REC(s)	Nos.	60000		

Total Contract Cost (Sum of Column '6' above) = Rs

Note:

- 1) Bidders must quote their rates inclusive of all applicable taxes, duties, levies and entry tax etc., if any but excluding Service Tax. Service Tax will be extra to OIL & Account. However, the rate of Service Tax applicable must also be confirmed separately.
- 2) The estimated quantities indicated above against each item are for evaluation purpose only. The actual work to be carried out may be more or less depending upon actual site requirement. Payment will be made for the actual work done/materials supplied.
- 3) Contract will be awarded on the basis of the overall lowest evaluated cost i.e total Contract Cost (Sum of Column ÷6øabove).
