

**SOLAR ENERGY CORPORATION OF INDIA LTD.  
NEW DELHI**

Ref No. SECI/C&P/MI/00/0015/2023-24/Amendment-02

Dated: 02.11.2023

<b>Amendment-02 to RfS for Selection of Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolysers in India under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Tranche-I)</b>			
<b>RfS No. SECI/C&amp;P/MI/00/0015/2023-24 dated 07.07.2023</b>			
<b>S. No.</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
<b>Amendments in the RfS document</b>			
1.	General	<p>1. In case of any contradiction in the clarification issued to any provision in the RfS and the amendments issued against the same provisions, the amendments shall prevail.</p> <p>2. It is clarified that while the EM is allowed to change its technology during the project implementation, the LVA and SEC values as submitted shall remain unchanged subsequent to bid submission deadline.</p> <p>3. It is clarified that to be eligible for incentives under the RfS, the production line should be owned by the EM. In other words, contract manufacturing of Electrolysers is not allowed under the RfS.</p> <p>4. It is clarified that Guaranteed life of Electrolyser under clause 6.1 of RfS means the Guaranteed Life of the Stack.</p> <p>5. Any of the components of Electrolyser can be imported by the Successful Bidder subject to condition it meets LVA requirement to through balance of material which are indigenous.</p> <p>6. For the purpose of participation in this tender and disbursement of incentive, the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 is not applicable. Thus, the relevant clauses in this RfS, referring the above OM, stand deleted. However, in case the Electrolysers are being procured by an entity covered under the above OM, the relevant provisions of the above OM may be applicable on such procurement process. The Bidder shall submit its response to this RfS in full cognizance of this scenario.</p>	
2.	8.4	... The commissioning team of SECI/ its authorized agency will visit the Manufacturing Facility only after intimation of part/full commissioning of Manufacturing Capacity. Subsequent to the site visit, in case it is concluded that the part/full capacity	... In case only a part capacity has been commissioned up to the period allowed for commissioning of the Project with the applicable penalty as per Clause 8.5.a, only the part commissioned capacity will be eligible for incentive and the remaining capacity that has not

		(as intimated by EM) has not been commissioned, the said part/full capacity will not be eligible for any incentive disbursement, in line with the RfS provisions.	been commissioned will stand cancelled, in which case the provisions as per Clause 8.5.b will be applicable for the capacity that has not been commissioned.
3.	13.1	Earnest Money Deposit (EMD) of INR 7,40,000/ MW (Indian Rupees Seven Lakhs Forty Thousand per MW) in the form of Bank Guarantee according to Format 7.3A and valid for <b>9 months</b> from the last date of bid submission, shall be submitted by the Bidder along with their bid,...	Earnest Money Deposit (EMD) of INR 7,40,000/ MW (Indian Rupees Seven Lakhs Forty Thousand per MW) in the form of Bank Guarantee according to Format 7.3A and valid for <b>12 months</b> from the last date of bid submission, shall be submitted by the Bidder along with their bid,...
4.	19.vii	Undertaking regarding no willful default and no major litigation pending as per <b>Format 7.7</b> .	Undertaking as per <b>Format 7.7</b> .
5.	28.4	<b>Not Used</b>	
6.	33.6	<b>Addendum to the Clause</b> In case of refusal of such part capacity offered/allocated to the bidder, the BG/POI against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.	
7.	Format 7.1 Clause 3	We hereby declare that in the event our Project capacity get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, Success Fees for the selected Project, within due time as mentioned in Clauses <b>14 &amp; 15</b> of this RfS on issuance of NoA by SECI...	We hereby declare that in the event our Project capacity get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, Success Fees for the selected Project, within due time as mentioned in Clauses <b>14, 15 &amp; 35</b> of this RfS on issuance of NoA by SECI...
8.	Format 7.3A	Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [Date to be inserted on the basis of <b>Clause 15</b> of this RfS].	Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [Date to be inserted on the basis of <b>Clause 13</b> of this RfS].
9.	Format 7.7	Modified Format is enclosed with this Amendment.	
10.	Format 7.8	...We further declare that we have read the provisions of Clause 28.4 of the	<b>Deleted.</b>

		RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary...	
11.	Format 7.8A	...We further declare that we have read the provisions of Clause 28.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary...	<b>Deleted.</b>
12.	Annexure to Format 7.8	<b>Deleted.</b>	

**UNDERTAKING**

*(To be submitted by the Bidder/each member of Bidding Consortium/JV)*

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. \_\_\_\_\_ dated \_\_\_\_\_, that as on \_\_\_\_\_ (insert last date of bid submission), M/s \_\_\_\_\_ (insert name of the Bidder), & any of its Affiliate, including any Consortium/JV Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect for our Manufacturing Facility under the scheme, SECI will be entitled to cancel the allocation to our Manufacturing Facility and we agree to pay any charges towards penalties/recoveries as imposed by SECI including the encashment of PBG, if submitted.

(Signature, Name & Designation of the Authorized Signatory)