

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

Ref No. SECI/C&P/MI/00/0015/2023-24/Amendment-01

Dated: 10.10.2023

Amendment-01 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)			
RfS No. SECI/C&P/MI/00/0015/2023-24 dated 07.07.2023			
S. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS document			
1.		General: <ol style="list-style-type: none"> 1. Manufacturing capacities indicated in the RfS/quoted by the Bidder shall mean “annual” manufacturing capacities committed by the Bidder/EM. 2. While the capacities quoted by the Bidder are annual (MW/annum), the values of EMD, PBG and Success Fee, as well as the Net-Worth criteria will be calculated based on manufacturing capacity for one year. 3. Any reference to “provisional accounts as on the day at least 7 days prior to the bid submission deadline” stands deleted. Net-Worth requirement shall be required to be met solely as on the last date of previous financial year, as specified in the RfS. 4. It is clarified that the term "Net-Worth" shall also include Assets Under Management or investible funds in case the financial strength of an AIF is utilized. The relevant provisions and formats of the RfS shall be read accordingly. 	
2.	5.4	... However, the maximum capacity that can be allotted to a single bidder is limited to 300 MW.	... However, the maximum capacity that will be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 300 MW cumulatively under both the Buckets.
3.	5.5	Bidders who have been awarded capacity in Bucket-I will be considered for the indigenously developed stack technology for balance capacity only if capacity awarded in Bucket-I is less than 300 MW.	Bidders who are eligible for award of capacity in Bucket-I will be considered for award of capacity in Bucket-II for the balance capacity, only if capacity eligible for award in Bucket-I is less than 300 MW.
4.	6.1	Table modified as follows:	

		Parameter		Minimum values required for 1 st year	Minimum values required for 2 nd year	Minimum values required for 3 rd year	Minimum values required for 4 th year	Minimum values required for 5 th year
		Specific Energy Consumption (SEC or σ)*		Specific Energy Consumption (σ) shall be equal to or less than 56 kWh/kg of H ₂ production.				
		Local Value Addition (LVA)	For Alkaline Electrolyser	40%	50%	60%	70%	80%
			For Proton Exchange Membrane/ Solid Oxide Electrolyser / Anion Exchange Membrane Electrolyser /any other technology	30%	40%	50%	60%	70%
		Guaranteed life of Electrolyser		<p>The Guaranteed Life of Electrolyser shall be at least 60,000 hrs with end-of-life efficiency not falling below 80%. The EM shall be required to submit certification from UL/NABL accredited laboratories for the guaranteed life along with the End of Life efficiency of not less than 80% of the initial value.</p> <p>Illustration: Assuming the SEC as declared by SECI for a particular incentive year is 50 kWh per kg of Hydrogen i.e. 20 gm of Hydrogen being produced per unit of electricity consumed. This will be considered as 100 % efficiency. Now 80 % efficiency corresponding to the above declared efficiency would be when the Electrolyzer is able to produce 16 gm of Hydrogen per unit of electricity consumed.</p>				
5.	6.2	At the time of submission of response to RfS, as part of the		At the time of submission of response to RfS, as part of the first envelope, the				

		<p>second envelope, the Bidders will be required to submit the following details in the Performance Parameters Matrix (PPM) as per Format 7.10:</p> <p>a. Bid capacity proposed for availing incentive (in MW)</p> <p>b. Year-wise percentage of Local Value Addition (LVA)</p> <p>c. Year-wise performance parameters of manufactured Electrolysers (Specific Energy Consumption (SEC)).</p> <p>...</p>	<p>Bidders will be required to submit the following details in the Covering Letter as per Format 7.1:</p> <p>a. Bucket (I/II or both)</p> <p>b. Annual Manufacturing Capacity for which incentive is sought (MW)</p> <p>and as part of the second envelope, the Bidders will be required to submit the following details in the Performance Parameters Matrix (PPM) as per Format 7.10:</p> <p>a. Year-wise percentage of Local Value Addition (LVA)</p> <p>b. Year-wise performance parameters of manufactured Electrolysers (Specific Energy Consumption (SEC) (σ)).</p> <p>...</p>
6.	6.3	<p>Modified as follows:</p> <p><u>Shortfall in demonstrating Performance Criteria:</u></p> <p>In case for any given year, the Manufacturer falls short on quoted level of Electrolyser performance (SEC) and/or quoted level of LVA, then the incentive availed will be as per clause 34.2 of the RfS.</p> <p>In case the EM falls short on quoted level of SEC and/or quoted level of LVA for any incentive year, such that the incentive applicable for that year is calculated to be zero, the amount equivalent to 2% of the PBG submitted at the time prior to LoA will be encashed as penalty for every year of such default.</p> <p>Subsequent to commissioning of the Project, the PBG originally submitted by the EM will be returned, after accounting for delay in commissioning, if any, and in lieu of submission of a fresh Bank Guarantee (BG) (drafted in the format identical to the PBG), for an amount of 10% of the PBG value, with a validity upto the date as on 75 months from the SCD/extended SCD or the date of commissioning of full Project capacity/capacity finally accepted under the RfS, whichever is earlier.</p> <p>After the passage of each incentive year, (1/5)th amount of the above BG will be released to the EM, if not encashed by SECI. The last (1/5)th part of the BG if not encashed by SECI, will be released along with release of the final tranche of incentive after reconciliation/adjustments against the amounts released for the preceding incentive years.</p>	

7.	7.1	<p>EMs are required to submit the following documents with their response, as part of response to RfS:</p> <ul style="list-style-type: none"> a. Construction Plan b. Clearances/ approvals required from various Government departments/ Local Bodies c. Timelines/ PERT chart of major construction activities d. Timelines for applying for/obtaining various clearances/ approvals. 	<p>Bidders are required to submit the following documents with their response, as part of response to RfS:</p> <ul style="list-style-type: none"> a. Construction Plan b. Timelines/ PERT chart of major construction activities c. Tentative Project location <p>The above details may be changed by the Successful Bidder subsequent to issuance of LoA.</p>
8.	7.4	The construction period for commissioning of the Manufacturing Facility will start from the date of issuance of LoA by SECI. Timelines of the commissioning will be as per the timelines for the corresponding extent of integration as per Clause 8.	It is clarified that Projects which are under construction are eligible for participation in this RfS. Projects which have commissioned/ commenced production of Electrolysers as on the date of issuance of this RfS are not eligible for incentives under this RfS.
9.	8.1	The Electrolysers manufacturing Facilities set up under this RfS shall be allowed the timeline of 24 months from the date of issuance of LoA for commissioning of full manufacturing capacity, which is to be referred to as Scheduled Commissioning Date (SCD).	The Electrolyser Manufacturing Facilities set up under this RfS shall be allowed 30 months from the date of issuance of Letter of Award (LoA) for commissioning of full Manufacturing Capacity, which shall be referred as Scheduled Commissioning Date (SCD).
10.	8.2	A detailed commissioning procedure will be provided in due course. The EM will be required to intimate SECI at least 45 days in advance regarding expected date of commissioning of the project so that SECI/other Authorized agencies may plan for site inspection or any other activity to be planned for confirmation/validation of the commissioning.	A detailed commissioning procedure will be issued subsequent to the issuance of LoA and prior to SCD. The EM will be required to intimate SECI at least 45 days in advance regarding expected date of commissioning/ part-commissioning of the project so that SECI may plan for site inspection or any other activity to be planned for confirmation/validation of the commissioning/ part-commissioning. Site inspection and verification of parameters as per the RfS may also be carried out by

			agencies authorized by MNRE/SECI.
11.	8.4	<p>Part Commissioning of the plant is allowed however the eligible incentive (based on actual sales or commissioned capacity whichever is lower, actual Specific Energy consumption and actual LVA) will be released to the bidder for 5 years only either from the date of part commissioning or full commissioning as chosen by the bidder. The commissioning team of SECI/ its authorized agency will visit the Manufacturing Facility only after intimation of commissioning of entire awarded manufacturing capacity. Subsequent to the site visit, in case it is concluded that the full capacity has not been commissioned, the said capacity will be not eligible for any incentive disbursement, in line with the RfS provisions.</p>	<p>Part Commissioning of the Project is allowed. However, the EM shall be allowed to commission the Project in a maximum of 3 installments, with each part capacity to be chosen at its own discretion. The eligible incentive (based on net sales or allocated capacity, whichever is lower, actual Specific Energy consumption and actual LVA) payout will commence from the SCD (or extended SCD) or the date of commissioning of full Project capacity/capacity finally accepted under the RfS, whichever is earlier.</p> <p>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 (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.</p>
12.	8.5.b	<p>In case of delay in commissioning of the Project beyond the SCD until the deadline as per Clause 8.5.a. above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 300 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/300)</p>	<p>In case of delay in commissioning of the Project beyond the SCD until the deadline as per Clause 8.5.a. above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 300 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the penalty shall be: PBG amount X (100/300) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.</p>

		X (18/180). For the purpose of calculations of liquidated damages, 'month' shall be considered consisting of 30 days.	
13.	8.5.c.	In case EM fails to implement the promised "Manufacturing Capacity" submitted as part of its response to RfS, beyond the date mentioned in clause 8.5.a above, PBG commensurate to the manufacturing commitments not fulfilled by the EM will be encashed and the balance amount will be eligible for release to the EM.	In case of further delay in commissioning the full Project capacity beyond the date as per clause 8.5.a above, PBG amount commensurate to the Project capacity not commissioned until the above deadline will be encashed and the awarded capacity under this RfS will stand modified to the capacity commissioned until the above deadline.
14.	9	Modified as follows: 9 Project Location 9.1 The Projects can be set up anywhere in India at the locations chosen by the EM at its own discretion of and cost, risk and responsibility. 9.2 All approvals, permits and clearances required for setting up of the Project, including but not limited to pollution clearance and clearances for land for the Project, shall be in the scope of the EM.	
15.	10.1	The Manufacturing Facilities awarded under this RfS will be eligible for getting Incentives on annual basis on sales of committed Electrolysers for 5 year from SCD or the actual commissioning date of the manufacturing facility (COD), whichever is earlier.	The Manufacturing Facilities awarded under this RfS will be eligible for getting Incentives on quarterly basis on sales of Electrolysers for 5 year from the SCD (or extended SCD) or the date of commissioning of full Project capacity/capacity finally accepted under the RfS, whichever is earlier.
16.	10.2.a	... The results for the batch with the lowest performance during the incentive year will be considered for calculation of incentive for the complete year.	... The result of the lowest performing Electrolyser from the samples tested during the quarterly visits will be considered for calculation of incentive for the incentive year.
17.	10.2.b	Addendum to the Clause The testing of the samples will be carried out in the factory premises/end consumer premises, as identified by the EM. It will be the responsibility of the EM to calibrate the testing bench, equipment, etc. for testing. The EM shall be required to submit valid calibration certificates from UL/NABL accredited laboratories against performance certification of the Electrolysers. The traveling and lodging	

		costs of officials from SECI/its designated agencies for each visit will be borne by SECI. All other costs pertaining to the inspection procedure will be borne by the EM.	
18.	10.2.c	... It is clarified that indirect import of raw material by the EM to be used in the Manufacturing Facility will not be counted as part of Local Value Addition under the RfS.	... Any product used in manufacture of Electrolysers will be considered as made in India, if same is manufactured in India, however the raw materials for the same can be imported. For example: If membrane is manufactured in India using imported raw materials, and the same membrane is used in manufacturing of Electrolyser, then the value of the membrane used in Electrolyser will be counted towards LVA of Electrolyser.
19.	10.3	Addendum to the Clause It is hereby clarified that the incentives disbursed under this Scheme will be governed by applicable rules/laws under the Income Tax Act, 1961.	
20.	10.6	<u>Sales eligible for Incentive disbursement:</u> Pursuant to Clause 34.2.e, the sales in any given year are sales minus sales returns. EM shall be required to submit Statutory Auditor's certificate in support of this claim. The EM will have to demonstrate minimum 50% of annual sales of Electrolysers for installation of projects in India.	<u>Sales eligible for Incentive disbursement:</u> Pursuant to Clause 34.2.e, the sales in any given year are sales minus sales returns. EM shall be required to submit Statutory Auditor's certificate in support of this claim.
21.	10.7	Release/encashment of the PBG will mark the termination of the scheme period, with no further claims regarding Incentive disbursement will be entertained by SECI/MNRE.	Disbursement of last tranche of incentive will mark the termination of the scheme period, with no further claims regarding Incentive disbursement will be entertained by SECI/MNRE.
22.	10.8	New Clause It is clarified that the incentive from second year onwards will account for any sale returns or refund in the previous year. Incentive amounts will be disbursed based on sale values recorded for the first three quarters in an incentive year, on provisional basis. Adjustments on account of shortfall in performance, if any, will	

		<p>be made in the amount calculated for the fourth quarter of the respective incentive year.</p> <p>Further, the incentive of the fifth or final incentive year will be disbursed after reconciliation of all the incentives released in the preceding incentive years after taking into account any returns, performance shortfall, etc. The above process may take a period of around year.</p>											
23.	12	... A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of all the applicable financial amounts as per the Bid Information Sheet. ...										
24.	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 12 months 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 9 months from the last date of bid submission, shall be submitted by the Bidder along with their bid,...										
25.	13.1	<p>Addendum to the Clause:</p> <p>In the case of a bidder bidding for more than one bucket, the EMD needs to be submitted for the value corresponding to the cumulative of both the buckets. However, if the cumulative quoted capacity is more than 300 MW, which is the maximum capacity that will be allocated under this RfS, EMD may be submitted for an amount corresponding to 300 MW.</p> <p>For e.g., if a bidder quotes 200 MW in Bucket 1, and 300 MW in Bucket 2, then the EMD amount to be submitted under the RfS will be calculated as follows:</p> <table border="1"> <thead> <tr> <th>Bucket</th><th>Bid Capacity (MW)</th><th>Maximum Capacity to be awarded (MW)</th><th>EMD (Rs. Cr.)</th></tr> </thead> <tbody> <tr> <td>Bucket 1</td><td>200</td><td rowspan="2">300</td><td rowspan="2">22.20</td></tr> <tr> <td>Bucket 2</td><td>300</td></tr> </tbody> </table> <p>Thus, in this case, the Bidder shall be required to submit EMD for a value corresponding to Rs. 22.20 Cr. (i.e. Rs. 22,20,00,000/-), which is the value corresponding to the maximum capacity that will be allocated under this RfS.</p>		Bucket	Bid Capacity (MW)	Maximum Capacity to be awarded (MW)	EMD (Rs. Cr.)	Bucket 1	200	300	22.20	Bucket 2	300
Bucket	Bid Capacity (MW)	Maximum Capacity to be awarded (MW)	EMD (Rs. Cr.)										
Bucket 1	200	300	22.20										
Bucket 2	300												
26.	13.2	... the Bid Guarantee shall be acceptable, provided the EMD is valid the EMD shall be acceptable, provided the EMD is valid ...										

27.	13.5.d	If the selected bidder does not meet the eligibility criteria upon submission of documents.	Deleted.
28.	14.1	<p>.... It may be noted that Successful Bidder shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 8 years from the date of issuance of LoA.</p> <p>In case the Successful Bidder/EM is unable to get the PBG with initial validity of 9 years, it can submit the PBG with initial validity period of 36 (thirty-six) months. However, the validity of the PBG will be required to be extended for further period, as applicable, prior to 90 days from expiry of the existing validity.</p> <p>In case of non-submission....</p>	<p>.... It may be noted that Successful Bidder shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the SCD.</p> <p>In case of non-submission...</p>
29.	14.10	<p>Modified as follows:</p> <p>The PBGs shall be returned to the EMs after successful commissioning of the awarded capacity, after taking into account any penalties as applicable as per terms and conditions of the RfS, and upon submission of fresh Bank Guarantees in line with Clause 6.3 of the RfS.</p>	
30.	14.11	<p>Addendum to the clause</p> <p>It is clarified that the BG to be submitted as per Clause 6.3 of the RfS may also be submitted in the form of POI.</p>	
31.	15.1	The Successful Bidder shall pay to SECI, the Success Fees of Rs 30,000 per MW towards administrative overheads, ...	The Successful Bidder shall pay to SECI, the Success Fees of Rs 30,000 per MW + 18% GST within 15 days from issuance of NoA, towards administrative overheads, ...
32.	17	<p>Modified as follows:</p> <p><i>Force Majeure</i></p> <p>“Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm,</p>	

		<p>flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies in arbitrary or unlawful manner.</p> <p>In such cases of Force Majeure event, any request from the EM shall be referred to the Scheme Monitoring Committee of the MNRE constituted as per Clause 5.7 of the Guidelines, which shall assess the request of the applicant and decide on the EM's request for necessary time extension.</p> <p>Similarly, in case of such Force Majeure event happening post commissioning, affecting the operations of the EM, any request from the EM shall be referred to the above Committee, which shall assess the request of the applicant and decide on disbursement of incentive. Applicable relief in case of Force Majeure events shall be limited to providing time extension in the SCD or Incentive disbursement year, as decided by the above Committee.</p>	
33.	18.2.c	Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of issuance of LoA), insolvent, insane of existing shareholders.	Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of issuance of LoA), insolvency, insanity of existing shareholders.
34.	18.3	<p>Modified as follows:</p> <p>In case the Successful Bidder is itself executing the Project (i.e. the Successful Bidder itself is EM), it shall ensure that its shareholders at the time of bid submission maintain a minimum shareholding of 51% in the EM subsequent to issuance of LoA until one year subsequent to the date of commissioning of full Project capacity or the Project capacity finally commissioned, with penalty.</p> <p>For example, in case the shareholding pattern of a Successful Bidder is as follows: A: 30% B: 40% C: 30%;</p> <p>It can modify its shareholding to the extent that either A or B or C individually own minimum 51% shareholding in the EM, or a combination of A, B and C may hold minimum 51% shareholding in the EM until one year subsequent to the date of commissioning of full Project capacity or the Project capacity finally commissioned, with penalty. This scenario would also include either one or two of the shareholders exiting the EM until one year subsequent to the date of commissioning of full Project capacity or the Project capacity finally commissioned, with penalty.</p> <p>However, in case the Project is being set up by a listed Company, this condition will not be applicable.</p>	

35.	18.4	In case of companies having multiple promoters (but none of the shareholders having more than 51% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained from the date of issuance of LoA until commissioning of the Manufacturing Facility.	In case of a Successful Bidder/JV/Consortium implementing the Project through an SPV (i.e. the SPV is EM), it shall maintain minimum 51% shareholding in the EM from the date of issuance of LoA until one year subsequent to the date of commissioning of full Project capacity or the Project capacity finally commissioned, with penalty.
36.	18.5	In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the Project, shall not fall below 51% at any time prior to commissioning of the Manufacturing facility. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the project, shall not fall below 51% at any time prior to commissioning of the Manufacturing facility. However, in case the Project is being set up by a listed Company, this condition will not be applicable.	A Successful Bidder/EM including its Affiliates shall not be allowed to invest in, merge with or acquire Production Facilities of other Successful Bidders who have been awarded incentive under this RfS, until the applicability of this scheme (i.e., 5 years from the date of commissioning of full Project capacity or the Project capacity finally commissioned, with penalty).
37.	18.6	Any change in the shareholding after commissioning of the Manufacturing Facility can be undertaken under intimation to SECI and through approval of MNRE.	Deleted.
38.	19.xii.d	Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23/2021-22, and	Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23, along with certified copies of Balance

		provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.	Sheet, Profit & Loss Account, Schedules and Cash Flow Statements shall be required to be submitted.
39.	20.5	Addendum to Clause: Also, the confidential information/data pertaining to the Manufacturing Facility, including but not limited to Manufacturing process, will not be shared by SECI to any third party without prior consent of the EM, unless sought by the Government or required to be given under law.	
40.	22.1	... a. NEFT/RTGS details towards Cost of RfS and Bid Processing Fee as mentioned in Bid Information Sheet. b. Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B). c. Pass-phrases for both Envelopes submitted on the ETS portal. <u>No documents will be accepted in person, on or before the date of bid submission. Bank Guarantee/ POI against ...</u>	... a. Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B). b. Pass-phrases for both Envelopes submitted on the ETS portal. Bank Guarantee/ POI against ...
41.	22.2	... The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the forms. If the Bidder has submitted bid online and fails to submit the DDs/Pay order against bid processing fee offline within 2	... The Bidders shall strictly follow the instructions mentioned in the electronic form in respective Envelopes while filling the forms. If the Bidder has submitted its bid online and fails to submit the Bank Guarantee/ POI for requisite amount offline within 2 working days from the last date of bid submission, then the same shall be

		working days from last date of bid submission, then the same shall be treated as incomplete bid and Bid Processing fee submitted shall be encashed. ...	treated as an incomplete bid and Cost of RfS document and Processing fee submitted at this stage will be encashed and the submitted bid will stand cancelled. ...
42.	22.2.II.(c)	New Clause: In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to SECI), the respective amounts paid to SECI will be refunded without any interest payment, to the respective Bidder.	
43.	28.1	The Bidder shall be a Company or a Joint Venture/Consortium.	The Bidder shall be a Company or a Joint Venture/Consortium. However, in case of Joint Venture Company/Consortium, a Partner/ company will be allowed to tie up with another Company for one bid only.
44.	28.2	... Consortium/JV shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 within 90 days of issuance of LoA. Consortium/JV shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 within 180 days of issuance of LoA...
45.	28.3	..., with at least 51% shareholding in the SPV, within 90 days of issuance of LoA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India. In case the foreign company participating as a member of consortium/JV, Clause 28.7 of the RfS shall be applicable	..., with at least 51% shareholding in the SPV, within 180 days of issuance of LoA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India. In case the foreign company participating as a member of consortium/JV, Clause 28.2 of the RfS shall be applicable.
46.	28.4	Modified as follows: In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:	

		<p>i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).</p> <p>ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.</p> <p>iii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.</p> <p>iv. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:</p> <ul style="list-style-type: none"> i. An entity incorporated, established or registered in such a country; or ii. A subsidiary of an entity incorporated, established or registered in such a country; or iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or iv. An entity whose beneficial owner is situated in such a country; or v. An Indian (or other) agent of such an entity; or vi. A natural person who is a citizen of such a country; or vii. A consortium where any member of the consortium falls under any of the above. <p>v. “Beneficial owner” for the purposes of Clause 28.4.iv.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.</p> <p>vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8 of the RfS.</p> <p>vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.</p>
47.	28.6	<p>... after issuance of LoA and within 90 days of the date of issue of LoA by SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium/JV Agreement given at the time of submission of response to RfS. This</p> <p>..., after issuance of LoA and within 180 days of the date of issue of LoA by SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium/JV Agreement given at the time of submission of response to RfS.</p>

		shall not change till the commissioning of the project and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to commissioning of the project.											
48.	28.8	For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 28.3 and 28.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved....	A Successful Bidder may choose to implement the Project through a “Special Purpose Vehicle” (SPV), which can be a newly incorporated entity or an existing Company registered in India. Multiple SPVs may also be utilized for executing more than one Project. For avoidance of doubt, it is clarified that the subsidiary Company as mentioned in Clauses 28.3 and 28.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved...										
49.	29.1. i.	<p>Modified as follows:</p> <p>The Net Worth of the Bidder, as on the last date of previous Financial Year, i.e. FY 2022-23 should be greater than or equal to INR 1 Crore per MW of quoted annual manufacturing capacity.</p> <p>In the case of a Bidder participating in both the buckets, the Net-worth needs to be demonstrated for the value corresponding to the cumulative capacity (MW) amount quoted for both the buckets. However, if the cumulative quoted capacity is more than 300 MW, which is the maximum capacity that will be allocated under this RfS, Net-Worth requirement may be demonstrated for an amount corresponding to 300 MW.</p> <p>For e.g., if a bidder quotes 200 MW in Bucket 1, and 150 MW in Bucket 2, then the Net-worth amount applicable for the individual buckets will be as follows:</p> <table border="1"> <thead> <tr> <th>Bucket</th><th>Bid Capacity (MW)</th><th>Maximum capacity to be awarded (MW)</th><th>Net-worth (Rs. Cr.)</th></tr> </thead> <tbody> <tr> <td>Bucket 1</td><td>200</td><td rowspan="2">300</td><td rowspan="2">300</td></tr> <tr> <td>Bucket 2</td><td>150</td></tr> </tbody> </table>		Bucket	Bid Capacity (MW)	Maximum capacity to be awarded (MW)	Net-worth (Rs. Cr.)	Bucket 1	200	300	300	Bucket 2	150
Bucket	Bid Capacity (MW)	Maximum capacity to be awarded (MW)	Net-worth (Rs. Cr.)										
Bucket 1	200	300	300										
Bucket 2	150												

		Thus, in this case, the Bidder shall be required to demonstrate a Net-worth of Rs. 300 Cr.	
50.	29.1.ii.	The Net-Worth to be considered for the above purpose will be the cumulative Net-Worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.	The Net-Worth to be considered for the above purpose will be the cumulative Net-Worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates/shareholders of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.
51.	29.2	Addendum to the Clause The term “Affiliate(s)” in this Clause shall be read as “Affiliate(s)/shareholder(s)”.	
52.	29.2	Addendum to the Clause The Bidder may also seek qualification on the basis of financial capabilities of “Alternate Investment Funds” (AIFs) as registered under SEBI. “AIF” shall be as defined by SEBI. For this purpose, the Bidder shall submit a Letter of Undertaking from the AIF, committing to contribute the required equity funding and performance bank guarantees in case the Bidder fails to do so in accordance with the RfS. Financial credential of such AIFs shall be evaluated based on the Asset Under Management (AUM) or investible funds, calculated in accordance with applicable SEBI (AIF) Regulations.	
53.	29.4	A Company/Consortium/JV would be required to submit annual audited accounts for the last FY, 2022-23, or as on the day at least 7 days prior to the bid submission deadline, along with net worth certificate....	A Company/Consortium/JV would be required to submit annual audited accounts for the last FY, 2022-23, along with net worth certificate
54.	29.7	In case the response to RfS is submitted by a Consortium/JV, then the financial eligibility requirement to be met by each Member of the Consortium/JV shall be computed in proportion to the equity commitment made by each member in the Project Company.	In case the response to RfS is submitted by a Consortium/JV, then the financial requirement is required to be met by the Consortium/JV members on an aggregate basis.
55.	29.8	New Clause:	

		Note: Wherever applicable, audited accounts for the last FY, 2022-23 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2022-23 are not available, then audited annual accounts of FY 2021-22 can be considered.	
56.	33.1.b	Performance Multiplier, ...	Performance Quotient, ...
57.	33.2	Formula for calculation of Incentive amount shall be as follows:	Formula for calculation of Selection parameter shall be as follows:
58.	33.2.c	..., the following performance multiplier will be considered while calculating the incentives:	..., the following performance quotient will be considered while calculating the incentives:
59.	33.6	New Clause In case a part capacity is allocated to the Bidder based on the total availability of the capacity for bidding, such a Bidder would be free to exercise refusal on accounts of economies of scale and this allocation shall be offered to the next Bidder in sequence. Such refusal shall be intimated to SECI within 7 days of intimation of part capacity offer by SECI to the respective Bidder, failing which, the awarded capacity shall be deemed to have been accepted by the said Bidder. In case of refusal of such capacity, the Bidder next in line will be offered a manufacturing capacity along with incentive, through email from SECI, and the said Bidder shall be required to intimate its acceptance or refusal of such capacity within 7 days of issuance of the above email. In case of no response or conditional response being received from the said Bidder, the offer from SECI will be deemed to have been rejected by the Bidder, and the process will continue, until the last Bidder is reached, or the total quantum available for bidding is exhausted, whichever is earlier.	
60.	34.1.b	Domestic Value Addition (DVA) , which is a function of percentage of LVA as quoted by the Bidder for the particular year as per clause 34.2.c of the RfS;	Domestic Value Addition (DVA) , which is a function of achieved value of LVA against the quoted value of LVA by the Bidder for the particular year as per clause 34.2.c of the RfS;
61.	34.1.c	Performance Multiplier , which is a function of Performance Quotient as identified from the Performance Matrix as per clause 34.2.d of the RfS for the particular year;	Performance Multiplier , which is a function of achieved performance parameter (SEC) against the quoted performance parameter as identified from the Performance Matrix as per clause 34.2.d of the RfS for the particular year;
62.	34.1.(i)	Addendum to the clause For eg., in case a Bidder quotes an SEC value of 49.5 for the first year, the SEC value to be quoted for the next year shall be less than or equal to 49.5.	

63.	34.2.c	Domestic Value Addition (DVA)_i is a function of the percentage of Local Value Addition (LVA), submitted for the ⁱ th year as per clause 33.2.b of the RfS. DVA is derived as per the following table: ...	Domestic Value Addition (DVA)_i is a function of achieved value of LVA against the quoted value of LVA by the Bidder. Value of DVA will be derived as per the following table: ...
64.	34.2.c.	Addendum to the clause Illustration: If a Bidder quotes 69% LVA for the year where the minimum LVA is specified as 60%, and <ol style="list-style-type: none"> The EM achieves LVA of 67.62 (98% of 69) or more, DVA would be 1 The EM achieves LVA greater than or equal to 67.55 (95% of 69) and less than 67.62, DVA would be 0.8 The EM achieves LVA less than 67.55, DVA would be 0 The EM achieves LVA less than 60%, DVA would be 0 	
65.	34.2.d	Performance Multiplier: The performance multiplier is a function of Performance Quotient as specified in clause 33.2.c of the RfS. The value of Performance Multiplier for a given year “i” is calculated as given in the table below: ...	Performance Multiplier: The performance multiplier is a function of achieved performance parameter (SEC) against the quoted performance parameter by the Bidder. The value of Performance Multiplier for a given year “i” will be derived as per the following table: ...
66.	34.2.d.	Addendum to the clause Illustration: If a Bidder quotes 51.8 SEC (category 7) for the second year, and <ol style="list-style-type: none"> The EM achieves SEC less than 52 (or better than 51) (category number 7), Performance Multiplier would be 1. The EM achieves SEC greater than or equal to 52 and less than 53 (category number 8), Performance Multiplier would be 0.8. The EM achieves SEC greater than or equal to 53 (category number 9), Performance Multiplier would be 0. The EM achieves SEC greater than 56 kWh/kg, Performance Multiplier would be 0. 	
67.	34.2.e	Sales (in kW) is the quantum of Electrolyser sales eligible for incentives in a given financial year i.e. the allocated capacity or the net	Sales (in kW) is the quantum of Electrolyser sales eligible for incentives in a given incentive year i.e. the allocated capacity or the net sales of Electrolysers,

		<p>sales of Electrolysers, whichever is lower. ...</p> <p>..... provided that only those Electrolysers will be counted in sales whose performance and LVA satisfy the levels as per Clause 33.2 of the RfS. The EM will have to demonstrate minimum 50% of annual sales of Electrolysers for installation of projects in India. The annual sales will be the actual sales of Electrolysers by the bidder throughout the incentive year.</p>	<p>whichever is lower. ...</p> <p>..... provided that only those Electrolysers will be counted in sales whose performance and LVA satisfy the levels as per Clause 33.2 of the RfS. The annual sales will be the actual sales of Electrolysers by the bidder throughout the incentive year.</p>
68.	35	<p>Modified as follows:</p> <p>At the end of selection process, Notifications of Award (NoAs) will be issued to the Successful Bidders, for their respective Manufacturing Capacities and maximum eligible Incentive being awarded by SECI.</p> <p>Following documents shall be required to be submitted by the Successful Bidders within 15 days of issuance of NoA:</p> <ol style="list-style-type: none"> 1. PBG/POI 2. Success Fees 3. Board Resolution from the Affiliate(s)/ shareholder(s), if not submitted at the time of bid submission, in line with Clause 29.2 of the RfS. 4. Copy of the MoA of the Bidder highlighting the object clause related to Electrolyser Manufacturing, in line with Clause 19.xii.a of the RfS. 5. Other documents as per RfS and NoA. <p>Letters of Award (LoAs) will be issued by SECI to the Successful Bidders within 30 days of issuance of NoAs. In case the Successful Bidder fails to submit the PBG/POI and Success Fees within 15 days of issuance of NoA, its NoA shall stand cancelled.</p> <p>In case of delay in submission of other documents as sought in the NoA beyond 15 days of the NoA, then irrespective of date of issuance of LoA, the effective date of LoA for the purpose of all the milestones under this RfS will be the date as on 30 days after the date of issue of NoA or the actual date of issuance of LoA, whichever is earlier.</p> <p>Letters of Award (LoAs) will be issued to the Successful Bidders, subsequent to submission of the above mentioned documents as per NoA. In case of a</p>	

		<p>Consortium/JV being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium/JV.</p> <p>The Successful Bidder may choose to execute the Project through an SPV, in which case the following documents of the SPV shall be required to be submitted within 180 days of issuance of LoA:</p> <ol style="list-style-type: none"> 1. Controlling shareholding in line with Clause 18.1 of the RfS. 2. Copy of Certificate of Incorporation of SPV in line with Clause 19.xii.b of the RfS. 3. Details of promoters and their shareholding in the SPV in line with Clause 18.1 of the RfS. 4. Copy of the MoA of the SPV highlighting the object clause related to Electrolyser Manufacturing, in line with Clause 19.xii.a of the RfS. 5. Board Resolution from the Successful Bidder committing total equity infusion in the SPV for execution of the Project under this Scheme 6. PBG/POI in the name of the SPV, in line with Clause 14.2 of the RfS. 7. Other documents as per RfS, NoA and LoA. <p>In this case, necessary addendum to LoA will be issued by SECI subsequent to receipt of the above mentioned documents and successful verification of the same. In case the Successful Bidder wishes to receive the LoA in the name of the SPV, all the above mentioned documents will be required to be submitted within 15 days of issuance of NoA.</p> <p>SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned.</p> <p>In all cases, SECI's decision regarding selection of Bidder or annulment of tender process shall be final and binding on all participating bidders.</p>	
69.	36.3	<p>Modified as follows:</p> <p>“BIDDER” shall mean Bidding Company (including a foreign company) or a Bidding Consortium/Joint Venture (JV) submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium/ JV, Member of a Bidding Consortium/JV including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium/JV jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.</p>	
70.	36.11	<p>“EFFECTIVE DATE” shall mean the date of issuance of Letter of Award (LoA).</p>	<p>“EFFECTIVE DATE” shall mean the date of issuance of Letter of Award (LoA), except for the case as per Clause 35 of the RfS.</p>

71.	36.11 (A)	New Clause	<p>“ELECTROLYSER” OR “ELECTROLYZER”: Depending on the context Electrolyser shall mean the following:</p> <p>a. With respect to calculation of Specific Energy Consumption, Electrolyser shall mean the ‘Stack’.</p> <p>b. For sales calculation, Electrolyser shall mean the ‘Stack + Balance of Plant (BoP) system’.</p>
72	36.15	<p>“INDIGENOUSLY DEVELOPED STACK TECHNOLOGY” shall mean a stack technology whose patent/IPR has been registered with the Government of India and the patent holding agency is an entity registered in India.</p>	<p>“INDIGENOUSLY DEVELOPED STACK TECHNOLOGY” shall mean a stack technology whose patent/IPR has been registered with the Government of India and the patent holding agency is an entity registered in India and such Patent should be issued before Scheduled Commissioning date. It will be EM’s obligation to prove that the indigenous technology satisfies the definition at the time of claiming incentive.</p>
73.	36.18	<p>“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium/JV.</p>	<p>“LEAD MEMBER OF THE BIDDING CONSORTIUM/JV” or “LEAD MEMBER”: There shall be only one Lead Member, who shall be authorized to act as the Lead Member by all the other members in the Bidding Consortium/JV.</p>
74.	36.21	<p>“MANUFACTURING CAPACITY” shall mean ...</p>	<p>“MANUFACTURING CAPACITY OR AWARDED CAPACITY” shall mean ...</p>
75.	36.23	<p>“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER” shall mean ...</p>	<p>“MEMBER IN A BIDDING CONSORTIUM/JV” or “MEMBER” shall mean ...</p>
76.	36.33	<p>“SCHEDULED COMMISSIONING DATE” or “SCD” shall be the date as indicated in Clause 9 of the RfS.</p>	<p>“SCHEDULED COMMISSIONING DATE” or “SCD” shall be the date as indicated in Clause 8 of the RfS.</p>

77.	36.39	New Clause	“BUCKET” shall mean the classification comprising the respective stack technology of the Electrolyser manufacturing process, as per Clause 3 of the RfS.
78.	36.40	New Clause	“STACK” shall mean the component of the Electrolyser where electrolysis takes place.
79.	36.41	New Clause	“STATUTORY AUDITOR” shall be as defined in the Companies Act, 2013.
80.	36.42	New Clause	“BALANCE OF PLANT” shall mean all components of the Electrolyser except for the Stack
81.	Format 7.1	Modified Format is enclosed with this Amendment.	
82.	Format 7.2	... Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.	... Original Members (i.e. members as mentioned at the time of application) of the Consortium shall collectively have the controlling shareholding in the Company.
83.	Format 7.3B Clause 4.(a)	IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;	IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
84.	Format 7.3B Clause 4.(f)	IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;	IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/EM, to make any claim against or any demand against the SPV/EM or to give any notice to the SPV/EM;

85.	Format 7.3C	Modified Format is enclosed with this Amendment.	
86.	Format 7.4	The term “Consortium” in this Format may be replaced with “Joint Venture” in case of Bidders participating in a JV.	
87.	Format 7.5	Modified Format is enclosed with this Amendment.	
88.	Format 7.6	Modified Format is enclosed with this Amendment.	
89.	Format 7.7	Modified Format is enclosed with this Amendment.	
90.	Format 7.8	Modified Format is enclosed with this Amendment.	
91.	Annexure to Format 7.8	The term “Consortium” in this Format may be replaced with “Joint Venture” in case of Bidders participating in a JV.	
92.	Annexure to Format 7.8	MoF OM No 6/18/2019-PPD dated 23.07.2020	MoF OM No 7/10/2021-PPD (1) dated 23.02.2023
93.	Annexure to Format 7.8	This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India. ...	(This is an annexure to both Formats 7.8 and 7.8A) This is with reference to attached OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India. ...
94.	Annexure to Format 7.8	Enclosure: OM dated 23.07.2020, as referred above.	Enclosure: OM dated 23.02.2023, as referred above.
95.	Format 7.10	Modified Format is enclosed with this Amendment.	
96.	Annexure-I to Format 7.10	Modified Format is enclosed with this Amendment.	

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium/JV)

Ref. No. _____

Date:

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium/JV)*

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. SECI/C&P/MI/00/0015/2023-24 dated 07.07.2023 for Request for Selection (RfS) Document 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).

Dear Sir/ Madam,

We, the undersigned *[Insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, hereby submit our response to RfS.

We confirm that we including our Ultimate Parent Company, Parent Company, Affiliate, Group Companies directly or indirectly have not submitted response to RfS for 'Setting up Manufacturing Capacities for Electrolyser' under SIGHT Programme-Component I: "Incentive Scheme for Electrolyser Manufacturing (Tranche-I), other than this response to RfS..

We are submitting RfS for the development of following Project(s): -

S.No.	Bucket*	Tentative Project Location	Annual Manufacturing Capacity (MW)	Type of Electrolyser**
1.	Bucket 1			
2.	Bucket 2			

(strike-off whichever is not applicable)

**As defined in clause 3.2 of the RfS*

***The bidder is required to submit the type of Electrolyser which will be manufactured in the facility i.e. Alkaline Electrolyser/Proton Exchange Membrane/ Solid Oxide Electrolyser/ Anion Exchange Membrane Electrolyser/ Any other type of Electrolyser*

The following details have been enclosed as **Annexure-I** to this Covering Letter:

- a. Construction Plan
 - b. Timelines/ PERT chart of major construction activities
-
1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, issued by SECI. In token of our acceptance to the RfS document along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 8 of the RfS.
 2. Earnest Money Deposit (EMD): - (Please read Clause 13 carefully before filling)

We have enclosed EMD of INR *[Insert Amount]*, in the form of Bank Guarantee no./Payment on Order Instrument (POI) no. *[Insert bank guarantee/POI number]* dated *[Insert date of bank guarantee/POI]* as per Format 7.3A/7.3B from *[Insert name of bank providing bank guarantee/POI issuing agency]* and valid up to.....in terms of Clause 13 of this RfS. The total capacity of Electrolyser Manufacturing Plant offered to be set up by us is MW *[Insert cumulative capacity proposed]*. *(Strike off whichever is not applicable)*
 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 14 & 15 of this RfS on issuance of NoA by SECI for the selected Project within the timeline as stipulated in the RfS for the selected Projects, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
 4. We will provide all the information / documents as requested by SECI or its representative (individual or firm) during the period of implementation of this scheme. We also undertake to provide unrestricted access to the SECI or its representative (individual or firm) for physical inspection for implementation of SIGHT Component I scheme.
 5. We understand that MNRE/SECI will also be entitled to make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations

to conduct sample checks to verify claims of Manufacturers in respect of performance of Electrolysers.

6. We undertake to submit necessary documents to SECI in support of the Incentive claimed for a particular year based on (i) sales of Electrolyser, (ii) percentage of local value addition (LVA) and (iii) Specific Energy Consumption (as per the position in Performance Matrix).
7. We undertake that the decision of SECI/MNRE would be final and binding upon us with respect to release of Incentive.
8. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
9. Acceptance:-
We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects in line with the provisions of the RfS, shall be binding on us.
10. Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS, in the event of our selection as Successful Bidder.
11. In case of our selection as the Successful Bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution within 180 days of issuance of LoA, committing total equity infusion in the SPV as per the provisions of RfS.
12. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
13. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.

14. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
15. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e., a period up to the date as on 12 months from the last date of submission of response to RfS].
- 16. Contact Person**
Details of the representative to be contacted by SECI are furnished as under:
- | | | |
|-----------------|---|-------|
| Name | : | |
| Designation | : | |
| Company | : | |
| Address | : | |
| Phone Nos. | : | |
| Mobile Nos. | : | |
| E-mail address: | : | |
17. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as our event of default and consequent provisions of RfS/LoA shall apply.

Enclosure: Annexure-I.

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Electrolyser Manufacturer' or 'EM') submitting the response to RfS inter alia for [*Insert title of the RfS*] of the capacity of MW, at [*Insert name of the place*], in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Manufacturer and issuing Notification/Letter of Award No. _____ to _____ (*Insert Name of selected EM*) as per terms of RfS and the same having been accepted by the selected EM.

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at _____ [*Insert Name of the Place from the address of the SECI*] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [*Total Value*] only, on behalf of M/s _____ [*Insert name of the selected EM*].

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected EM*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected EM, to make any claim against or any demand on the selected EM or to give any notice to the selected EM or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected EM.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the RfS.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [*Insert Name and Address of the Bank*] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF PBG)

No.

Date

SECI,

Registered

_____,

Reg: M/s _____(insert name of the Project Company) (Project No. _____(insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs._____

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) (**‘IREDA/REC/PFC’**) has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Electrolyser Manufacturing Project.
2. At the request of M/s _____, on behalf of _____ (insert name of the SPV), this Payment on Order Instrument (POI) is issued for an amount of Rs. _____ (Rupees _____(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected ‘Electrolyser Manufacturer’ or ‘EM’) submitting the response to RfS inter alia for selection of Manufacturing Capacity of MW, at[Insert name of the place] under RfS for _____(insert name of the RfS), in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected EM] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the EM (EM) and issuing Notification/Letter of Award No ----- to (Insert Name of selected EM) as per terms of RfS and the same having been accepted by the selected EM to be entered into, [from selected EM, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected EM].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-
- (a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/EM, to make any claim against or any demand against the SPV/EM or to give any notice to the SPV/EM;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/EM;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses

and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____

(Name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()

General Manager (TS)

FORMAT FOR CONSORTIUM/JOINT VENTURE AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

(The term “Consortium” in this draft may be replaced with “Joint Venture” in case of Bidders participating in a JV)

THIS Consortium/Joint Venture (JV) Agreement (“Agreement”) executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium/JV should list the details of all the Consortium/JV Members*] for the purpose of submitting response to RfS against RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS, SECI had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium/JV, the Members of the Consortium/JV will have to submit a legally enforceable Consortium/JV Agreement in a format specified by SECI wherein the Consortium/JV Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium/JV do hereby mutually agree as follows:

1. We, the Members of the Consortium/JV and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, ____, Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium/JV and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium/JV in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that we shall maintain minimum 51% shareholding in the Project Company developing the Project until one year subsequent to the date of commissioning of full Project capacity or the Project capacity finally commissioned, with penalty, in line with Clause 18.4 of the RfS.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the RfS except with prior written consent of SECI.
14. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and LoA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium/JV)

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium/JV)*

Tel. #: Fax#:

E-mail address#

To

**Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023**

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium/JV is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates/shareholders, *(strike out if not applicable)* is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs. Cr. (..... in words) as on the last date of Financial Year 2022-23

This Net Worth has been calculated in accordance with instructions provided in Clause 29.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s)/shareholder(s) as per following details:

Name of Bidding Company	Name of Affiliate(s)/ shareholder(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			

Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate/shareholder has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium/JV
(To be filled by each Member in a Bidding Consortium/JV separately)
Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ----
 ----- Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium/JV and/ or its Affiliate(s)/shareholder(s) per following details:

Name of Consortium/JV Member Company	Name of Affiliate(s)/ shareholder(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium/JV	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate/shareholder has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA’s firm

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

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 M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

We undertake that 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)

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium/JV)

DISCLOSURE

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium/JV)*

Tel. #: Fax#:

E-mail address#

To

(Enter Address of SECI)

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ dated _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the RfS, M/s _____ *(enter name of the Promoter/Promoters)* is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the Bidding Company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/LoA including but not limited to cancellation of our response to this RfS and LoA as applicable, we, i.e. M/s _____ *(enter name of the bidding company/member in a consortium)*, including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

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.

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax#:

E-mail address#

To

[Enter Address of SECI]

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. _____.

We undertake that M/s _____ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not

limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

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.

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

PERFORMANCE PARAMETER MATRIX (PPM)

(to be submitted separately for each Bucket)

(On the Letter Head of the Bidding Company/ Lead Member of Consortium/JV)

Ref. No. _____

Date:

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium/JV)*

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. dated for(Insert title of the RfS)

Dear Sir/ Madam,

We are submitting RfS for development of Project with Project Parameters as per the details below:

Parameter	Values for 1st year after commissioning	Values for 2nd year after commissioning	Values for 3rd year after commissioning	Values for 4th year after commissioning	Values for 5th year after commissioning
Specific Energy Consumption (SEC) (σ) (kWh/ kg of H₂)					
Local Value Addition (LVA) (in %)					

Plan for local value addition, and estimated employment generation and exports during the tenure of the Scheme has been enclosed herewith as **Annexure-I**.

I/We agree that this offer shall remain valid for a period up to the date as on 12 months from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Enclosure: Annexure-I.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

Annexure-I to Format 7.10

- **Estimated Employment Generation:**

Parameter	Indirect	Direct
Construction Period (from issuance of LoA to SCD)		
SCD + 5 years		

- **Exports during the tenure of the Scheme**
(Year-wise exports trajectory till 5 years from SCD. No standard format)
- **Plan for Local Value Addition**
(No standard format)