

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

Ref No. SECI/C&P/MI/00/0015/2023-24/Amendment-03

Dated: 02.11.2023

Amendment-03 to RfS for Selection of Green Hydrogen Producers for Setting up Production Facilities for Green Hydrogen in India under the Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-1-Tranche-I)			
RfS No. SECI/C&P/MI/00/0016/2023-24 dated 10.07.2023			
S. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS document			
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 to be eligible for incentives under the RfS, the production line should be owned by the GHP. In other words, contract production of Green Hydrogen is not allowed under the RfS.</p> <p>3. 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 Green Hydrogen 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.	9.4.c	The commissioning team of SECI/its authorized agencies will visit the Production Facility only after intimation of commissioning of the entire awarded production 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.	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 9.5.a, only the part commissioned capacity will be eligible for incentive and the remaining capacity that has not been commissioned will stand cancelled, in which case the provisions as per Clause 9.5.b will be applicable for the capacity that has not been commissioned.
3.	14.1	Earnest Money Deposit (EMD) of INR 2,500 per MT/annum corresponding to the quoted Production Capacity, in the	Earnest Money Deposit (EMD) of INR 2,500 per MT/annum corresponding to the quoted Production Capacity, in the

		form of Bank Guarantee according to Format 7.3A and valid for a period up to 9 months from the last date of bid submission, shall be submitted by the Bidder along with their bid,...	form of Bank Guarantee according to Format 7.3A and valid for a period up to 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid,...
4.	20.vii	Undertaking regarding no willful default and no major litigation pending as per Format 7.7 .	Undertaking as per Format 7.7 .
5.	29.4	Not Used	
6.	35.5	Addendum to the Clause 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 gets 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 Clause Nos. 15 & 16 of this RfS on issue of NoA by SECI	We hereby declare that in the event our Project gets 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 Clause Nos. 15, 16 & 36 of this RfS on issue of NoA by SECI
8.	Format 7.1 Clause 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 of 180 (One Hundred Eighty) days from the last date of submission of response to RfS].	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].
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 29.4 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	Deleted.

		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 29.4 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...	Deleted.
12.	Annexure to Format 7.8	Deleted.	

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)