

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

Ref No. SECI/C&P/MI/00/0016/2023-24/Amendment-01

Dated: 05.10.2023

Amendment-01 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.	3.1	Under this RfS, the GHP shall be required to set up production facilities in Thousand Metric Ton (TMT) scale for production Green Hydrogen and/or its derivatives, with the primary objective to promote and maximize production of Green Hydrogen and/or its derivatives in India to enable rapid scale-up, technology development and cost reduction, as per the provisions of the RfS.	Under this RfS, the GHP shall be required to set up production facilities of Green Hydrogen and/or its derivatives, with the primary objective to enable rapid scale-up, technology development and cost reduction in the production of Green Hydrogen and/or its derivatives in India, as per the provisions of the RfS.
2.	4.2	New Clause	Allocated capacity under this RfS shall remain constant over a period of three years from the issuance of Letters of Award.
3.	5.1	... A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid undertaking to setup a GH2 production facility. The Projects shall be quoted in multiples of 500 MT only. The Projects shall be quoted in multiples of 500 MT only. The capacities of the.....	... A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid undertaking to setup GH2 production facility(ies). The Projects shall be quoted in multiples of 500 MT/annum only. The capacity quoted should be constant over the first three years from the start of commercial production (in Thousand Metric Tonnes (MT)). The capacities of the ...
4.	5.1	Addendum to the clause	Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the

			Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.
5.	5.2	The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to the capacities as per Clause 5.1 above.	The maximum cumulative capacity that will be allocated under both the Buckets to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to the summation of the capacity limits of the individual Buckets as per Clause 5.1 above, or 90,000 MT per annum, whichever is lower.
6.	5.4	... The maximum allocation to a single Bidder under this tranche will be 90,000 MT per annum.	Deleted
7.	6	Modified as follows: 6 Project Location 6.1 The Projects can be set up anywhere in India at the locations chosen by the GHP at its own discretion of and cost, risk and responsibility. 6.2 All approvals, permits and clearances required for setting up of the Project, including but not limited to clearances for land for the Project, shall be in the scope of the GHP.	
8.	7.1	Bidders are required to submit the following documents with their response, as part of response to RfS: 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. ...	Bidders are required to submit the following documents with their response, as part of response to RfS: a. Construction Plan b. Tentative Project location(s) c. Timelines/ PERT chart of major construction activities ...
9.	7.4	The construction period for commissioning of the Production Facility will start from the date of issuance of LoA by SECI. Timelines of the commissioning will be as per Clause 9 of the RfS.	It is clarified that Projects which are under construction are eligible for participation in this RfS. Projects which have commissioned/ commenced production of GH2 as on the date of issuance of this RfS are not eligible for incentives under this RfS.

10.	9.1	<p>Modified as follows:</p> <p>The deadline for commissioning of the full Project capacity shall be the date as on 36 months from the date of issuance of Letter of Award (LoA), which shall be referred to as Scheduled Commissioning Date (SCD) of the Project.</p>	
11.	9.2	<p>.. The GHP will be required to intimate SECI at least 45 days in advance regarding expected date of commissioning of the Project so that SECI/NISE may plan for site inspection or any other activity to be planned for confirmation/ validation of the commissioning.</p> <p>Site inspection and verification of parameters as per the RfS may also be carried out by agencies authorized by MNRE/SECI/NISE.</p>	<p>.. The GHP 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.</p> <p>Site inspection and verification of parameters as per the RfS may also be carried out by agencies authorized by MNRE/SECI.</p>
12.	9.3	An inspection team comprising members from SECI and/or NISE will visit ...	An inspection team comprising members from SECI and/or any agency authorized by SECI will visit ...
13.	9.4	<p>Modified as follows:</p> <p>a. Part Commissioning of the Project is allowed. However, the GHP shall be allowed to commission the Project in a maximum of 3 installments, with each part capacity to be chosen at its own discretion. Disbursement of incentive will commence from SCD (or extended period with penalty, if applicable) or the date of commissioning of full Project capacity, whichever is earlier.</p> <p>b. In case any part capacity is commissioned subsequent to SCD, the incentive period for that particular part will get reduced by the period corresponding to the delay in commissioning beyond SCD.</p> <p>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</p>	
14.	9.5.b	In case of delay in commissioning of the Project beyond the SCD until the deadline as per Clause 9.5.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	In case of delay in commissioning of the Project beyond the SCD until the deadline as per Clause 9.5.a. above, as part of 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 20000

		not commissioned. For example, in case of a Project of 20000 MT capacity, if commissioning of 5000 MT capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount $X (5000/20000) X (18/180)$. For the purpose of calculations of liquidated damages, 'month' shall be considered consisting of 30 days.	MT capacity, if commissioning of 5000 MT capacity is delayed by 18 days beyond the SCD, then the penalty shall be: PBG amount $X (5000/20000) X (18/180)$. For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.
15.	9.5.c	In case the bidder fails to implement the promised "Production 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 bidder will be encashed and the Project capacity will stand modified to the capacity commissioned until the above deadline.	In case of further delay in commissioning the full Project capacity beyond the date as per Clause 9.5.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.
16.	11.1	The Production Facilities awarded under this RfS will be eligible for getting direct incentive by SECI in Rs. /kg of Green Hydrogen production on annual basis for a period of 3 years from the date of commencement of Green Hydrogen production (CoD).	The Production Facilities awarded under this RfS will be eligible for getting direct incentive by SECI in Rs. /kg of Green Hydrogen production on annual basis for a period of 3 years from the SCD (or extended period with penalty, if applicable) or the date of commissioning of full Project capacity/capacity accepted under the RfS, whichever is earlier.
17.	11.2Disbursement of incentive will be limited to a period of 3 years from the reference date as chosen by the GHP, in line with Clause 9.4 above.Disbursement of incentive will be limited to a period of 3 years from the reference date as per the provisions of Clause 9.4 above.
18.	11.3.a	To verify that the production commitments that have been fulfilled by the GHP, first visit after the commissioning shall be conducted in the first month of commissioning. Thereafter, from the quarter next to the quarter in which the commissioning	To verify the production commitments that have been fulfilled by the GHP, first visit to the GH2 production facility shall be conducted in the first month after commissioning. Thereafter, the visits may be carried out by SECI as per its own discretion. The traveling and lodging costs of officials

		falls, there will be maximum 4 quarterly visits carried out at the Production Facility, in an incentive year within the last 2 weeks of the end of the corresponding quarter. The cost of site visit for each inspection will be borne by SECI.	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 GHP.
19.	11.4	Addendum to the Clause: Incentive shall be disbursed to each successful bidder on an annual basis, after the requisite claim is received from the successful bidder/GHP and duly verified by SECI. 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.	11.5	Modified as follows: GHP will be required to provide documents in support of the incentive claimed for a particular year based on actual production of Green Hydrogen or its derivative, subject to maximum production equal to Awarded Capacity or modified capacity in line with Clause 9 of the RfS. Documents required to be submitted by GHP for ascertaining the above will be specified in due course. MNRE/SECI will also make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations to conduct sample checks to verify claims of GHPs in respect of production capacity and end-product.	
21.	11.7	... <ul style="list-style-type: none"> Assuming the date of LoA as 20.10.2023. Accordingly, SCD of the Project under technology Agnostic Pathways (Bucket I) becomes 20.10.2026. 	... <ul style="list-style-type: none"> Assuming the date of LoA as 20.10.2023. Accordingly, SCD of the Projects under this RfS becomes 20.10.2026.
22.	11.8	Release/encashment of the PBG will mark the termination of the scheme period, with no further claims regarding incentives disbursement to be entertained by SECI/MNRE.	Disbursement of last tranche of incentive will mark the termination of the scheme period, with no further claims regarding incentives disbursement to be entertained by SECI/MNRE.
23.	13	... 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.	14.1	Earnest Money Deposit (EMD) of INR 2,500 per MT as per the Production	Earnest Money Deposit (EMD) of INR 2,500 per MT/annum corresponding to the quoted


		Capacity quoted, in the form of Bank Guarantee according to Format 7.3A ...	Production Capacity, in the form of Bank Guarantee according to Format 7.3A ...									
25.	14.1	<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 all the buckets. ...</p> <p>For e.g., if a bidder quotes 20,000 MT in Technology Agnostic Pathways bucket, 1,000 MT in Biomass Based Pathways bucket...</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 all the buckets. However, if the cumulative quoted capacity is more than 90,000 MT/annum, which is the maximum capacity that will be allocated under this RfS, EMD may be submitted for an amount corresponding to 90,000 MT/annum. ...</p> <p>Example modified as follows:</p> <p>For e.g., if a bidder quotes 90,000 MT/annum in Technology Agnostic Pathways bucket and 4,000 MT/annum in Biomass Based Pathways bucket, the EMD to be submitted shall be calculated as Rs. 2500 x 90,000 MT = 22,50,00,000/-.</p>									
26.	14.1	<p>Example modified as follows:</p> <p>For e.g., if a bidder quotes 20,000 MT/annum in Technology Agnostic Pathways bucket, and 1,000 MT/annum in Biomass based Pathways bucket, then the EMD amount applicable for the individual buckets will be as follows:</p> <table><tr><th>Pathways</th><th>Bid Capacity (MT/annum)</th><th>EMD (Rs. Cr.)</th></tr><tr><td>Technology Agnostic</td><td>20,000</td><td>5.00</td></tr><tr><td>Biomass based</td><td>1,000</td><td>0.25</td></tr></table> <p>Thus, in this case, the Bidder shall be required to submit EMD for a value corresponding to Rs. 5.25 Cr., which is the value corresponding to the cumulative value of the individual buckets.</p>		Pathways	Bid Capacity (MT/annum)	EMD (Rs. Cr.)	Technology Agnostic	20,000	5.00	Biomass based	1,000	0.25
Pathways	Bid Capacity (MT/annum)	EMD (Rs. Cr.)										
Technology Agnostic	20,000	5.00										
Biomass based	1,000	0.25										
27.	14.2	<p>... the Bid Guarantee shall be acceptable, provided the EMD is valid ...</p>	<p>... the EMD shall be acceptable, provided the EMD is valid ...</p>									
28.	15.1	<p>Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ Rs. 5000 per MT as per the Production Capacity allocated to them, within 15 days of issuance of Notification of Award (NoA) by SECI. It may be noted that</p>	<p>Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ Rs. 5000 per MT/annum corresponding to the Production Capacity allocated to them, within 15 days of issuance of Notification of Award (NoA) by SECI. It is clarified that the capacity shall be quoted in</p>									

		<p>successful Bidders shall submit the PBG according to the Format 7.3C with a validity period up to (& including) 7 years from date of LoA.</p> <p>In case the Successful Bidder/GHP is unable to get the PBG issued with initial validity of 7 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>...</p>	<p>terms of MT/annum, but the EMD and PBG amounts shall be submitted corresponding to one year's production capacity as committed by the Bidder. It may be noted that Successful Bidders shall submit the PBG according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the SCD of the Project.</p> <p>...</p>
29.	15.10	The PBGs of GHPs shall be returned to them after the completion of time as mentioned in Clause 15.1 above after taking into account any penalties, as applicable, as per terms and conditions of the RfS.	The PBGs of GHPs shall be returned to them after successful commissioning of the awarded capacity and taking into account any penalties as applicable as per terms and conditions of the RfS.
30.	16	The Successful Bidder shall pay Rs. 100 per MT of Production Capacity allocated to SECI as Success Fees	The Successful Bidder shall pay Rs. 100 per MT/annum + 18% GST corresponding to the Production Capacity allocated to SECI as Success Fees
31.	16	<p>Addendum to the Clause:</p> <p>It is clarified that while the production capacity as committed is an annual capacity, the Success Fee shall be calculated based on one year's production capacity.</p>	
32.	17	<p>... lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>...</p> <p>... Scheme Monitoring Committee of the MNRE constituted as per Clause 10.2 of the Guidelines, ...</p>	<p>... lockouts or other industrial action confiscation or any other action by Government agencies in arbitrary or unlawful manner.</p> <p>...</p> <p>... Scheme Monitoring Committee of the MNRE constituted as per Clause 5.8 of the Guidelines, ...</p>
33.	19.2.iii.	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.	19.3	<p>In case the Successful Bidder is itself executing the Project (i.e. the Successful Bidder itself is GHP), it shall ensure that its shareholders at the time of bid submission maintain a minimum shareholding of 51% in the GHP subsequent to issuance of LoA until commissioning of the Project.</p> <p>...</p> <p>It can modify its shareholding to the extent that either A or B or C individually own minimum 51% shareholding in the GHP, or a combination of A, B and C may hold minimum 51% shareholding in the GHP until Project commissioning. This scenario would also include either one or two of the shareholders exiting the GHP until Project commissioning.</p> <p>However, in case the Project is being set up by a listed Company, this condition will not be applicable. The GHP shall take prior approval of MNRE for any change in majority shareholding subsequent to commissioning of the Project.</p>	<p>In case the Successful Bidder is itself executing the Project (i.e. the Successful Bidder itself is GHP), it shall ensure that its shareholders at the time of bid submission maintain a minimum shareholding of 51% in the GHP subsequent to issuance of LoA until the date as on one year from commissioning of first part capacity/full Project capacity, whichever is earlier.</p> <p>.....</p> <p>It can modify its shareholding to the extent that either A or B or C individually own minimum 51% shareholding in the GHP, or a combination of A, B and C may hold minimum 51% shareholding in the GHP until the date as on one year after commissioning of full Project capacity/capacity finally accepted under the RfS. This scenario would also include either one or two of the shareholders exiting the GHP until the date as on one year after commissioning of full Project capacity/capacity finally accepted under the RfS.</p> <p>However, in case the Project is being set up by a listed Company, this condition will not be applicable.</p>
35.	19.4	<p>In case of a Successful Bidder/ JV/ Consortium implementing the Project through an SPV (i.e. the SPV is GHP), it shall maintain minimum 51% shareholding in the GHP from the date of issuance of LoA until the date of Project commissioning.</p> <p>The GHP shall take prior approval of MNRE for any change in majority shareholding subsequent to commissioning of the Project.</p>	<p>In case of a Successful Bidder/ JV/ Consortium implementing the Project through an SPV (i.e. the SPV is GHP), it shall maintain minimum 51% shareholding in the GHP from the date of issuance of LoA until the date as on one year after commissioning of full Project capacity/capacity finally accepted under the RfS.</p>
36.	19.5	Any change in the shareholding after commissioning of the Production facility can be undertaken through	Deleted.

		approval of MNRE.	
37.	19.6	A Successful Bidder/GHP 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., 3 years from the SCD or COD, whichever is earlier).	A Successful Bidder/GHP 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., 3 years from the date of commissioning of last part capacity or from SCD, whichever is earlier)
38.	20.x.d.	Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-22/2022-23, or provisional audited accounts, ...	Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23, ...
39.	20.xi.	New Clause: Financial bid as per Format 7.10.	
40.	20.xii.	New Clause: Break-up of the Preliminary Estimate of Cost of GH2 manufacturing as per Format 7.11 (separately for each Bucket).	
41.	21.5	Addendum to Clause: Also, the confidential information/data pertaining to the Production Facility, including but not limited to Manufacturing process, will not be shared by SECI to any third party without prior consent of the GHP, unless sought by the Government or required to be given under law.	
42.	22.(f)	New Clause: (f) Data filled in the Financial bid (Format 7.10) found not in line with the instructions mentioned in the RfS and Guidelines.	
43.	23.1	The bidder has to submit original of following document offline , either in person or through post, at the office of SECI before the due date and time of bid submission. a. Bank Guarantee/POI 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. <u>No documents will be accepted after</u>	The bidder has to submit original of following documents offline . a. Bank Guarantee/POI 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. <u>Bank Guarantee/POI against EMD needs to be submitted in both online and offline modes.</u> The bidders will be required to submit the Bank Guarantee/POI, either in

		<p><u>the due date and time of bid submission.</u></p> <p>Bank Guarantee against EMD needs to be submitted in both online and offline modes.</p> <p>The bidding envelope shall contain the following sticker:</p> <p>.....</p>	<p>person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.</p> <p>For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2023, the above deadline will expire at 18:00 hrs on 24.10.2023. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees. Note: In all cases, the Bank Guarantee/POI against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected. The bidding envelope shall contain the following sticker:</p>
44.	23.2	<p>...</p> <p>If the Bidder has submitted its bid online and fails to submit the Bank Guarantee/POI for requisite amount offline before the due date and time of bid submission, then the same....</p>	<p>...</p> <p>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</p> <p>....</p>
45.	23.2.II.	<p>Modified as follows:</p> <p>Bidders shall submit the second Envelope containing the scanned copy of following document(s):</p> <p>(a) Financial bid as per Format - 7.10 of the RfS</p> <p>(b) Preliminary Estimate of Cost of the Project as per Format 7.11 of the RfS.</p> <p>The instruction mentioned in the Electronic Forms have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.</p> <p>...</p>	

46.	24	<p>Notice board format modified as follows:</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>___ MT Green Hydrogen Production Facility</p> <p>Owned and operated by</p> <p>----- (insert name of the GHP)</p> <p>[Under 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) by Solar Energy Corporation of India Limited]</p>  <p>Village:....., Tehsil....., District....., State.....</p> </div>	
47.	29.1	The Bidder shall be a Company or a Joint Venture/Consortium.	The Bidder shall be a Company or a Joint Venture/Consortium. However, a single Company shall not be allowed to participate through multiple JVs/Consortium under this RfS.
48.	29.4	<p>Modified as follows:</p> <p>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> <ol style="list-style-type: none"> 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). 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. 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. iv. “Bidder from a country which shares a land border with India” for the purpose of this clause, means: <ol 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 	

		<p>country; or</p> <p>iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>iv. An entity whose beneficial owner is situated in such a country; or</p> <p>v. An Indian (or other) agent of such an entity; or</p> <p>vi. A natural person who is a citizen of such a country; or</p> <p>vii. A consortium where any member of the consortium falls under any of the above.</p> <p>v. “Beneficial owner” for the purposes of Clause 29.4.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>	
49.	29.6	<p>..., after the issuance 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. 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.</p>	<p>..., after the issuance 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>
50.	29.8	<p>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. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 29.3 and 29.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. ...</p>	<p>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.</p> <p>For avoidance of doubt, it is clarified that the subsidiary Company as mentioned in Clauses 29.3 and 29.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. ...</p>

51.	30.1.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 equal to or greater than the values as given in the table below:</p> <table><tr><th>S.No.</th><th>Bucket</th><th>Net-worth (Rs. Cr./Thousand MT per annum of the quoted Production Capacity of Green Hydrogen)</th></tr><tr><td>1</td><td>Bucket-I</td><td>15</td></tr><tr><td>2</td><td>Bucket-II</td><td>1.5</td></tr></table> <p>It is clarified that while the production capacity as committed is an annual capacity, the Net-Worth requirement shall be calculated based on one year’s production capacity. In the case of a Bidder bidding for both the buckets, the Net-worth needs to be demonstrated for the value corresponding to the cumulative amount of both the buckets. However, if the cumulative quoted capacity is more than 90,000 MT/annum, Net-Worth may be demonstrated for the value corresponding to 90,000 MT/annum. In such case, the Bidder shall be required to demonstrate the Net-Worth for the capacity quoted under Bucket-I first, and Net-Worth of the remaining capacity, if any, out of 90,000 MT/annum quoted under Bucket-II shall be calculated subsequently.</p> <p>For e.g., if a Bidder quotes 89,000 MT per annum in Technology Agnostic Pathways bucket and 3,000 MT per annum in Biomass Based Pathways bucket, then the Net-worth amount to be demonstrated for an amount equal to Rs. (15 x 89) + (1.5 x 1) Cr. = Rs. 1336.5 Cr.= Rs. 13,36,50,00,000/-</p> <p>Similarly, in case a Bidder quotes 90,000 MT/annum in Bucket-I and 4,000 MT/annum in Bucket-II, the Net-Worth to be demonstrated shall be calculated as Rs. 15 x 90 Cr. = 13,50,00,00,000/-.</p>		S.No.	Bucket	Net-worth (Rs. Cr./Thousand MT per annum of the quoted Production Capacity of Green Hydrogen)	1	Bucket-I	15	2	Bucket-II	1.5
S.No.	Bucket	Net-worth (Rs. Cr./Thousand MT per annum of the quoted Production Capacity of Green Hydrogen)										
1	Bucket-I	15										
2	Bucket-II	1.5										
52.	30.4	A Company/Consortium/JV would be required to submit annual audited accounts for the last financial year, 2021-22/2022-23, or as on the day at least 7 days prior to the bid submission deadline, along with...	A Company/Consortium/JV would be required to submit annual audited accounts for the last financial year, 2022-23, along with... (The phrase “or provisional accounts as on the day at least 7 days prior to the bid submission deadline”) hereby stands deleted from all the respective clauses in the RfS)									
53.	30.8	<p>New Clause:</p> <p>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</p>										

		can be considered.	
54.	32.1	... For e.g., if the bid submission deadline is 18:00 hrs on 31.01.2023, the online bid opening will be conducted on 01.02.2023. For e.g., if the bid submission deadline is 18:00 hrs on 31.10.2023, the online bid opening will be conducted on 03.11.2023. ...
55.	34.1.a.	Incentive Quoted (in Rs./kg) for the particular year. It is to be noted that the incentive to be quoted in a particular year shall mandatorily be less than or equal to the incentive quoted in the preceding year.	Incentive Quoted (in Rs./kg) for the particular year. The Incentive should be quoted by the Bidder taking into account the maximum values for each year as per Clause 34.3.b. of the RfS.
56.	34.2	<p>Addendum to the Clause:</p> <p>In cases where the end product contains molecular hydrogen, no separate equivalence factor will be necessary, and incentive will be calculated based on the amount of Green Hydrogen contained as part of such mixture.</p> <p>In case of derivatives for which no equivalence factor is notified by MNRE, the GHP will have an obligation to prove the quantity of Green Hydrogen he is claiming to have produced.</p>	
57.	34.3	‘i’ is the year counted from date of scheduled or actual commissioning (whichever is earlier) ranging from 1 to 3;	‘i’ is the year counted from the reference date as per the provisions of Clause 9.4 above, ranging from 1 to 3;
58.	34.3.c.	Allocated Capacity or Actual Production_i is the either an allocated quantum of the Green Hydrogen or the actual Green Hydrogen Production, whichever is lower;	Allocated Capacity_i is the allocated quantum of Production Facility of Green Hydrogen or its derivative and shall remain constant over a period of three years;
59.	34.3.d.	New Clause	Actual Production_i is the actual production of Green Hydrogen or its derivative by the Production Facility;

60.	34.4	<p>Modified as follows:</p> <p>An illustration to this effect is brought out as follows:</p> <ul style="list-style-type: none"> Allocated capacity of Green Hydrogen Production Facility based on Technology Agnostic Pathways (Bucket I): 21,000 MT/annum <table border="1"> <thead> <tr> <th></th><th>Year 1</th><th>Year 2</th><th>Year 3</th></tr> </thead> <tbody> <tr> <td>Incentive Quoted (Rs./kg)</td><td>45</td><td>34</td><td>20</td></tr> <tr> <td>Actual Production (MT)</td><td>21,000</td><td>24,000</td><td>17,500</td></tr> <tr> <td>Minimum of {Allocated Capacity or Actual Production} (MT)</td><td>21,000</td><td>21,000</td><td>17,500</td></tr> <tr> <td>Incentive (Rs.)</td><td>94,50,00,000</td><td>71,40,00,000</td><td>35,00,00,000</td></tr> <tr> <td>Total Incentive (Rs. Cr.)</td><td colspan="3">200.90</td></tr> </tbody> </table>			Year 1	Year 2	Year 3	Incentive Quoted (Rs./kg)	45	34	20	Actual Production (MT)	21,000	24,000	17,500	Minimum of {Allocated Capacity or Actual Production} (MT)	21,000	21,000	17,500	Incentive (Rs.)	94,50,00,000	71,40,00,000	35,00,00,000	Total Incentive (Rs. Cr.)	200.90		
	Year 1	Year 2	Year 3																								
Incentive Quoted (Rs./kg)	45	34	20																								
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Total Incentive (Rs. Cr.)	200.90																										
61.	34.5	<p>Modified as follows:</p> <p>The above illustration gives an example of one of the possible bid submissions, as per the RfS conditions. It may be noted that the Bidders shall be required to submit the following information as part of the bid submission for calculation of Incentive by SECI:</p> <ol style="list-style-type: none"> End Product of the Production Facility Proposed production capacity of the Production Facility (MT/annum) and the corresponding Pathway Incentive demanded (in Rs./kg of Hydrogen) (year-wise) <p>The proposed production capacity shall be considered constant for each year.</p>																									
62.	35.1	... The above “bucket-filling” mechanism will be followed separately for each Bucket, until the total capacity available for bidding is exhausted under this RfS.	... The above “bucket-filling” mechanism will be followed separately for each Bucket, until the total capacity available for bidding under the respective bucket is exhausted under this RfS.																								
63.	35.2	The Lease Average Incentive shall be calculated as a simple average of the incentive demanded (in Rs./kg) for each of the three years. ...	The Least Average Incentive shall be calculated as a simple average of the incentive demanded (in Rs./kg) for each of the three years. ...																								
64.	35.4	“Incentive allocated” in the table in this clause shall be read as “Maximum amount of incentive payable for three years”																									

65.	35.5	In case a part capacity is allocated to the Bidder based on the total availability of the capacity for bidding, ...	In case partial capacity is allocated to a Bidder in any bucket based on the maximum capacity available for bidding under that bucket, in line with Clause 4 and 5 of the RfS, ...
66.	36	<p>At the end of selection process, Notifications of Award (NoAs) will be issued to the Successful Bidders, for their respective Production facilities and incentive capacities being awarded by SECI. Letters of Award (LoAs) will be issued to the successful Bidders, subsequent to submission of PBG and Success Fee. In case of a Consortium/JV being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium/JV. In case the successful bidder fails to submit the PBG and success fee within prescribed timeline, its NOA shall stand cancelled. SECI reserves the right.....</p>	<p>At the end of selection process, Notifications of Award (NoAs) will be issued to the Successful Bidders, for their respective Production Capacities 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 30.2 of the RfS. 4. Copy of the MoA of the Bidder highlighting the object clause related to Green Hydrogen and/or its derivatives production, in line with Clause 20.x.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, 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 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 19.1 of the RfS. 2. Copy of Certificate of Incorporation of SPV in line with Clause 20.x.b of the RfS. 3. Details of promoters and their shareholding in the SPV in line with Clause 19.1 of the RfS. 4. Copy of the MoA of the SPV highlighting the object clause related to Green Hydrogen and/or its derivatives production, in line with Clause 20.x.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 15.2 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</p>
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			submitted within 15 days of issuance of NoA. SECI reserves the right....
67.	38.12	“EFFECTIVE DATE” shall mean the date of issuance of Letter of Award (LoA).	“EFFECTIVE DATE” shall mean the date of issuance of Letter of Award (LoA), except for the case as per Clause 36 of the RfS.
68.	38.13 (A)	New Clause	“GREEN HYDROGEN” shall have the same meaning as contained in the “Green Hydrogen Standard” as issued by the MNRE vide OM No. 353/35/2022-NT dated 18.08.2023, including its subsequent amendments and clarifications.
69.	38.18	“LEAD MEMBER OF THE BIDDING CONSORTIUM/JV” or “LEAD MEMBER” : There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium/JV.	“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.
70.	38.22	“PRODUCTION CAPACITY” or “AWARDED CAPACITY” shall mean the Green Hydrogen Production capacity of the infrastructure proposed by the Bidder, measured in MT, and shall refer to the capacity committed by the Bidder in Format 7.1 of the RfS or the capacity finally awarded by SECI, whichever is lower.	“PRODUCTION CAPACITY” or “AWARDED CAPACITY” shall mean the annual Green Hydrogen Production capacity of the infrastructure proposed by the Bidder, measured in MT/annum, and shall refer to the capacity committed by the Bidder in Format 7.1 of the RfS or the capacity finally awarded by SECI, whichever is lower.
71.	38.25	“NISE” shall mean National Institute of Solar Energy.	“PRODUCTION FACILITY” or “PROJECT” is either the Green Hydrogen and/or its derivatives production infrastructure to be set up by the GHP, as per the criteria laid down in the RfS and LoA.
72.	38.29	“PROJECT COMMISSIONING” : The Project will be considered as commissioned when the production commitments viz., the promised ‘Production Capacity’ have been achieved, in line with the Commissioning procedures defined in the RfS/LoA;	“PROJECT COMMISSIONING” : The Project will be considered as part/ fully commissioned when the part/full allotted ‘Production Capacity’ has been achieved by the GHP, in line with the Commissioning procedures defined in the RfS/LoA;

73.	38.40	New Clause	“STATUTORY AUDITOR” shall be as defined in the Companies Act, 2013.
74.	Format-7.1	Modified Format is enclosed with this Amendment.	
75.	Format-7.3A	In consideration of the _____ _____ [<i>Insert name of the Bidder</i>] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia 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 (Tranche-I) of the cumulative capacity of MT [<i>Insert cumulative Production Project capacity proposed</i>], ...	In consideration of the _____ _____ [<i>Insert name of the Bidder</i>] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia 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) of the cumulative annual capacity of MT [<i>Insert cumulative Production Capacity proposed</i>], ...
76.	Format-7.3B Clause 3	In consideration of the _____ _____ [<i>Insert name of the Bidder</i>] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for[<i>Insert title of the RfS</i>] of the capacity of MT [<i>Insert production capacity proposed</i>], ...	In consideration of the _____ _____ [<i>Insert name of the Bidder</i>] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for[<i>Insert title of the RfS</i>] of the cumulative annual capacity of MT [<i>Insert Production Capacity proposed</i>], ...
77.	Format-7.3C	In consideration of the _____ [<i>Insert name of the Bidder</i>] (hereinafter referred to as 'selected Green Hydrogen Producers' or 'GHP') submitting the response to RfS inter alia for [<i>Insert title of the RfS</i>] of the capacity of MT, at[<i>Insert name of the place</i>], ...	In consideration of the _____ [<i>Insert name of the Bidder</i>] (hereinafter referred to as 'selected Green Hydrogen Producers' or 'GHP') submitting the response to RfS inter alia for [<i>Insert title of the RfS</i>] of the annual Production Capacity of MT, at[<i>Insert name of the place</i>], ...
78.	Format-7.3C	... Producer and issuing Letter of Award No. Producer and issuing Notification/Letter of Award No. ...

79.	Format- 7.3D Clause 3	In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected 'Green Hydrogen Producer' or 'GHP') submitting the response to RfS inter alia for selection of Production Capacity of MT, at[Insert name of the place] ...	In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected 'Green Hydrogen Producer' or 'GHP') submitting the response to RfS inter alia for selection of annual Production Capacity of MT, at[Insert name of the place] ...
80.	Format- 7.5 Clause 5	... We acknowledge that the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained till the commissioning of Production Unit.	... We acknowledge that we shall maintain minimum 51% shareholding in the Project Company developing the Project until one year from the date of incentive eligibility, in line with Clause 11.1 of the RfS.
81.	Format- 7.6	... by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2021-22 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable). This Net Worth...	... by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2022-23. This Net Worth...
82.	Format- 7.7	Modified Format is enclosed with this Amendment.	
83.	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 23.07.2020, 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, ...
84.	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
85.	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. ...
86.	Annexure to Format 7.8	Encl: OM dated 23.07.2020, as referred above.	Encl: OM dated 23.02.2023, as referred above.
87.	Format-7.10	Modified Format is enclosed with this Amendment.	
88.	Format-7.11	Production Capacity:MT	Annual Production Capacity:MT Bucket:

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. dated for(Insert title of the RfS)

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 Production Facilities for Green Hydrogen under SIGHT Scheme (Mode-1 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	Production Capacity (MT/annum)	End-product
1.	Technology Agnostic Pathways (Bucket I)			
2.	Biomass Based Pathways (Bucket II)			

(strike-off whichever is not applicable)

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 documents 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 9 of the RfS.
 2. Earnest Money Deposit (EMD):- *(Please read Clause 14 carefully before filling)*

We have enclosed EMD of INR [Insert Amount], in the form of Bank Guarantee no./ Payment on Order Instrument 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 No. 14 of this RfS. The total capacity of the Green Hydrogen and/or its derivatives Production Plant offered to be set up by us is MT [Insert cumulative capacity proposed]. *(strike off whichever is not applicable)*
 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 for the selected Project within the timeline as stipulated in the RfS for the selected Project, 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 scheme.
 5. We have submitted our response to RfS strictly as per Chapter 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
 6. 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 Producers.

7. We undertake to submit necessary documents to SECI in support of the Incentive claimed for a particular year based on actual production of Green Hydrogen and/or its derivatives in the year (MT) and incentive quoted (Rs./kg).
8. We undertake that the decision of SECI/MNRE would be final and binding upon us with respect to release of incentives.
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 of 180 (One Hundred Eighty) days 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 an 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.

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 Production Facility under the scheme, SECI will be entitled to cancel the allocation to our Production 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)

(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 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.

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 SUBMISSION OF FINANCIAL BID

(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 are submitting the Financial Proposal for Setting up Production Facilities for Green Hydrogen under SIGHT Scheme (Mode-1 Tranche-I) as per the following details:

Bucket	Pathway	Incentive demanded (Rs./kg)		
		Year 1	Year 2	Year 3
1	Technology Agnostic Pathways (Bucket-I)			
2	Biomass Based Pathways (Bucket-II)			

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days 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.

Notes:

- 1. There can be only one incentive for each year under the respective pathway or bucket for the Production capacity quoted by the Bidder in Format-7.1. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*
- 2. Incentive demanded shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
- 3. Incentive demanded should be in Indian Rupee up to two decimal places only.*