

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/12/0016/24-25/Amendment-02

Dated: 06.03.2025

Amendment-02 to RfS for selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost Based Competitive Bidding under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-2A-Tranche-I)

RfS No. SECI/C&P/MI/00/0002/2024-25 dated 07.06.2024

S. No.	Clause No.	Existing Clause	Amended Clause
1	General	<p>(i) The GAPA Price of Supply, GASA Price of Supply and Trading Margin mentioned anywhere in the RfS, GAPA and GASA are exclusive of applicable taxes.</p> <p>(ii) The term “Performance Bank Guarantee (PBG)” occurring in the RfS, GAPA and GASA shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)/Insurance Surety Bond”.</p> <p>(iii) Unless otherwise indicated, in case of any calculations pertaining to the Price of Supply (reduction, weighted average thereof, etc.) under this tender, the revised value will be considered up to 2 decimal places and digits after the 2 decimal places will be ignored. For e.g., a revision in the Price of Supply from Rs. 50/kg to Rs. 51.898/kg shall be read as Rs. 51.89/kg.</p>	
Amendments in the RfS document			
2	1.6	...The Producer of Green Ammonia shall also be eligible for Carbon Credits under the Carbon Credit Trading Scheme, 2023 notified by Ministry of Power, including any subsequent amendments and clarifications thereof, subjected to fulfillment of stipulated criteria. The bidder is, therefore, required to quote the Price of Supply of Green Ammonia without the Carbon Credits. The detailed methodology in this regard will be issued in due course...	...SECI shall be eligible for ownership of Carbon Credits (under the Carbon Credit Trading Scheme, 2023 notified by Ministry of Power, including any subsequent amendments and clarifications thereof,) generated from the Green Ammonia Projects under this Scheme. The bidder is, therefore, required to quote the Price of Supply of Green Ammonia without taking into account any Carbon Credits. GAP shall make all the necessary arrangements and modifications, as required, for SECI to utilize/trade Carbon Credits generated from the Projects, if any. The detailed methodology in this regard will be issued in due course...
3	3.3	....All the costs associated with the same, till Delivery Point, shall be borne by the GAP....	....All the costs associated with the same, until and including at the Delivery Point, shall be borne by the GAP....

4	4.1	The bidding for total available capacity of 7,39,000 Metric Tonnes (MT)/annum of Green Ammonia	The bidding for total available capacity of 7,24,000 Metric Tonnes (MT)/annum of Green Ammonia...			
5	4.2	Table modified as follows:				
		S. No.	Production Facility/ Project	Name of Procurer	Location of Procurer's plant	Annual Ammonia Requirement
		1	Project-I	Indian Farmers Fertiliser Cooperative Limited (IFFCO)	Kandla	1,00,000 MT
		2	Project-II	Indian Farmers Fertiliser Cooperative Limited (IFFCO)	Paradeep	1,00,000 MT
		3	Project-III	Madras Fertilizers Limited (MFL)	Manali, Chennai	4,000 MT
		4	Project-IV	Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC)	Bharuch	50,000 MT
		5	Project-V	Paradeep Phosphates Limited (PPL)	Paradeep, Odisha	75,000 MT
		6	Project-VI	Paradeep Phosphates Limited (PPL)	Zuarinagar, Goa	25,000 MT
		7	Project-VII	Indorama India Private Limited (IIPL)	Haldia	20,000 MT
		8	Project-VIII	Mangalore Chemicals & Fertilizers Ltd. (MCFL)	Panambur, Mangalore	15,000 MT
		9	Project-IX	Coromandel International Limited (CIL)	Vishakhapatnam Andhra Pradesh	50,000 MT
		10	Project-X	Coromandel International Limited (CIL)	Kakinada, Andhra Pradesh	85,000 MT
11	Project-XI	Krishana Phoschem	Meghnagar	70,000 MT		

				Limited	M.P.	
		12	Project-XII	Madhya Bharat Agro Products Limited-II	Sagar, M.P.	60,000 MT
		13	Project-XIII	Madhya Bharat Agro Products Limited-III	Dhule, Maharashtra	70,000 MT
		<i>Note: Detailed site Matrix is attached as Annexure to this amendment.</i>				
6	5.1	A total of 11 Projects will be allocated under this tender, as specified at Clause 4.2. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid undertaking to setup production facility(ies) for supply of Green Ammonia by submitting its bid for maximum 11 Projects .		A total of 13 Projects will be allocated under this tender, as specified at Clause 4.2. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit bid undertaking to setup production facility (ies) for supply of Green Ammonia by submitting its bid for minimum 1 project and maximum 13 projects .		
7	5.2	The maximum cumulative capacity that will be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 5,39,000 MT/annum of Green Ammonia production and supply.		<p>The maximum cumulative capacity that will be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 7,24,000 MT/annum of Green Ammonia production and supply.</p> <p>Further, the maximum Green Hydrogen Production Capacity that will be allocated to a Bidder, including its Parent or Affiliate or Ultimate Parent or any Group Company, shall be limited to 2,25,000 MT/annum cumulatively across all the Modes and Tranches, including the buckets under Component-II of the SIGHT Programme i.e. Mode-1, Mode-2A and Mode-2B across all tranches under the SIGHT Programme. Capacity won as a JV/consortium will be counted as full capacity against each of the member of JV/Consortium for this purpose.</p> <p>It is clarified that the above cap of 2,25,000 MT of Green Hydrogen production capacity is for the incentive disbursement to a single bidder, including its Parent or Affiliate or Ultimate Parent or any Group Company,</p>		

			however, the Bidder is free to install additional capacity over and above 2,25,000 MT of Green Hydrogen Production capacity without seeking any incentive for the additional capacity.
8	5.4	Multiple bids from same company including its Parent/ Ultimate Parent/ Affiliates/ Group Companies shall make all the bids submitted by the group invalid. In case of Joint Venture Company/ Consortium, a partner/ company will be allowed to tie up the production capacity (of any stage) with another partner/company for one bid only.	<p>In case of Joint Venture Company/ Consortium, a partner/ company will be allowed to tie up the production capacity (of any stage) with another partner/company for one bid only. However, these companies are allowed to participate in standalone basis or to form a consortium/JV with different partners/companies for bids corresponding to other Projects under this RfS.</p> <p>The Green Ammonia production and supply capacity awarded to a Company/ Affiliate/ Parent/ Ultimate Parent will be regarded as fully allocated to each partner/ company/ member of such Joint Venture (JV)/Consortium in case of allocation of the Green Hydrogen capacity to a Consortium/JV under SIGHT Scheme for counting of upper limit of 2,25,000 MT as indicated under clause 5.2.</p> <p>For example, if a Joint Venture (JV)/ Consortium of companies/ partners/ members A, B and C has been awarded a GH2 Production capacity of 45,000 MT under the SIGHT Scheme, this GH2 production capacity of 45,000 MT will be considered as awarded to each of A, B, and C under the aforesaid scheme, for the calculation of maximum capacity to be allocated i.e., 2,25,000 MT of Green Hydrogen.</p>
9	5.5	New Clause The Bidder is required to mention the details of the Green Ammonia Production Capacity for which the Bidder has submitted its bid for and the GH2 production capacity won by the Bidder, including its Parent or Affiliate or Ultimate Parent or any Group Company, under all the Modes and Tranches of Component-II of the SIGHT Programme in the Covering Letter (Format 7.1).	

		<p>To verify the total capacity allocated to a Bidder including its Parent or Affiliate or Ultimate Parent or any Group Company, SECI may ask the Bidder to submit the undertaking at any stage during the evaluation and the Bidder shall submit the details of the allocated GH2 production capacity. Also, in case of allocation of the GH2 production capacity to the Bidder in any of the Modes and Tranches of the Component-II of SIGHT Programme, the Bidder shall immediately inform SECI of any additional capacity that has been allocated.</p> <p>Further, in case, at any stage after the award/ allocation of Green Ammonia production capacity to the Bidder under this tender it is found that the Bidder has been awarded/allocated GH2 production capacity more than 2,25,000 MT/annum, SECI shall terminate the awarded capacity under this tender, such that the total awarded capacity to the bidder, including its Affiliates/Parent/Ultimate Parent/Group Company(ies) under Component-II of the SIGHT Scheme is not more than 2,25,000 MT/annum, and the PBG for the said terminated project shall be encashed by SECI.</p> <p>It is further clarified that the above limit of 2,25,000 MT/annum is applicable even in case the Bidder wins any capacity as member of a Consortium across all the modes and tranches under Component-II of SIGHT Programme. Such capacity termination will also be applicable in case of additional capacity being awarded to any Consortium under this tender.</p> <p>Prior to e-RA, Bidders shall be required to submit an undertaking & declaration, as per Format 7.13 of the RfS. Bidders shall submit this undertaking and declaration within the timeline specified in the intimation of e-RA sent from SECI. In case of non-submission of the required format within the timeline specified, the bid shall be considered as non-responsive.</p> <p>Similarly, upon issuance of LoA and prior to signing of GAPA with SECI, the Bidders shall be required to submit an undertaking & declaration, as per Format 7.13 of the RfS. The GAPA will be signed with the GAP subsequent to submission of the above undertaking. Any delay in submission of above undertaking within the stipulated time, shall not impact or alter the effective date of the GAPA. The effective date of the GAPA will remain as originally intimated by SECI.</p>
10	5.6	<p>New Clause</p> <p>a. In line with Cl. 5.1 above, the maximum capacity to be quoted by the Bidder is 7,24,000 MT/annum, spread across 13 Projects. While the Bidder is allowed to choose Projects from the list indicated at Cl. 4.2 above, in view of the sequence of auctions being indicated upfront as per Cl. 39.1, the Bidder is allowed to apply for</p>

		<p>Projects with a total capacity exceeding its quoted cumulative capacity. It will be allowed to participate in its chosen auctions, if found eligible, as per the indicated sequence, until its cumulative quoted capacity is awarded to it, or it emerges as an unsuccessful bidder in all its chosen auctions. A bidder is allowed to participate in any/all e-RA till it has already won capacities corresponding to Net-Worth Criteria and EMD submitted. Bidder has to submit the list of Projects in whose e-RAs it intends to participate.</p> <p>b. <u>Illustration:</u> Suppose a Bidder is meeting the qualifying requirement (based on the quoted Capacity, Net-Worth and EMD submitted) for 1,25,000 MT of Green Ammonia. It can participate in any e-RA for the projects under 4.2 of RfS for a capacity equal to or less than 1,25,000 MT. Further, its eligible capacity for participation in next e-RA will be reduced by capacity won in the previous e-RAs as per the sequence of e-RA stated under clause 39.1 of the RfS.</p> <p>Suppose the Bidder has participated in 1st e-RA for 75,000 MT and has been identified as L1 bidder then the Bidder is eligible for participation in the Projects having capacities less than or equal to 50,000 MT. Thus, the Bidder will not be eligible to participate for 2nd, 3rd & 4th e-RAs i.e. for Project-XI-70,000 MT, Project-XII-60,000 MT & Project-XIII-70,000 MT respectively. Thereafter, the Bidder will be eligible to participate for 5th e-RA i.e. for Project-IV-50,000 MT & if the Bidder is identified as the L1 bidder then the Bidder will not be eligible to participate in remaining e-RAs but if the Bidder doesn't win in 5th e-RA, then the Bidder will be eligible to participate in the subsequent e-RAs for the capacities less than or equal to 50,000 MT.</p> <p>With each e-RA, the eligible capacity for next e-RA will be reduced by the capacity, the Bidder has won in previous e-RA. In no case a bidder will be allowed for e-RA if its remaining eligible capacity is less than the Project size for which e-RA is being conducted. Thus, in this scenario, the Bidder will not be eligible for the subsequent e-RAs, irrespective of its quoted tariff.</p> <p>c. The Bidders may submit a single BG/POI/Insurance Surety Bond against EMD for the cumulative quoted capacity, to avail the flexibility offered under this Clause.</p> <p>d. At the bidding stage, the Bidder shall be eligible to indicate its willingness to participate in multiple auctions, even if the cumulative tendered capacity across its chosen auctions exceeds its cumulative quoted capacity. Award of capacities will be limited to its quoted cumulative capacity, as explained above.</p>
11	7.1	<p>Bidders are required to submit the following documents as part of their response to RfS:</p> <p>Bidders are required to submit the following documents as part of their response to RfS:</p> <p>a. Construction Plan</p>

		<p>a. Construction Plan</p> <p>b. Tentative Project location(s)</p> <p>c. Timelines/ PERT chart of major construction activities.</p> <p>The above details may be changed by the Successful Bidder subsequent to issuance of LoA. The GAP is free to change the project location up to the date as on 6 months from the effective date of GAPA.</p>	<p>b. Tentative Project location(s)</p> <p>c. Timelines/ PERT chart of major construction activities.</p> <p>The above details may be changed by the Successful Bidder subsequent to issuance of LoA. It may be noted that the Projects envisaged under this RfS, is for supply of Green Ammonia to Fertilizer Plants and thereby linked with the Food Security of India. Therefore, the bidders are urged to participate in the bids with a clear plan for development of the Project within prescribed timeline.</p>
12	7.6	<p>New Clause</p> <p>Skilling</p> <p>a. To ensure a robust and capable workforce in Green Hydrogen ecosystem, it is crucial to focus on skilling and capacity building activities in alignment with the evolving requirement of the industry. In this reference, Guidelines for Scheme on skilling, up-skilling and re-skilling under the National Green Hydrogen Mission were notified on 16th March 2024. The concerned guidelines have a focus on several key actions to build a sustainable and knowledgeable Green Hydrogen workforce. National Skill Development Corporation (NSDC) has been notified as the Scheme Implementing Agency (SIA) under the guidelines on 7th June 2024. The scheme will be implemented through the Skill India Digital hub developed by the Ministry of Skill Development and Entrepreneurship (MSDE).</p> <p>b. In order to promote the skilling and capacity building necessary for the efficient installation, operation and management of Green Hydrogen and Green Ammonia plants established with the support and various incentives including under SIGHT scheme in India, the concerned industry may routinely undertake comprehensive skilling programs in coordination with the Ministry of Skill Development and Entrepreneurship (MSDE), and otherwise. These programs may encompass both theoretical and practical trainings across the Green Hydrogen value chain including in Green Hydrogen production installation & operation, integration of renewable energy, electrolyser manufacturing, storage, transportation, safety, utilization of Green Hydrogen and its derivatives, etc.</p> <p>c. In this reference, it is pertinent that the successful bidders may engage actively in implementation of suitable skilling and capacity building activities across their concerned production and other facilities, in coordination with MSDE and otherwise. Suitable focus may be provided on provision of required practical trainings and on the Job Training (OJT) along with undertaking various internships/ apprenticeship activities, as applicable.</p>	

13	8.1	<p>Bidders shall produce and supply the Green Ammonia as per the Supply Schedule, subject to annual requirements stipulated under clause 4.2. The annual requirement for production and supply shall remain fixed for the entire term of GAPA. GAP is required to produce and supply the Green Ammonia at the Delivery Point such that the supplied quantum is not less than 90% of the annual requirement specified by the Procurer for supply for the entire term of GAPA. However, the shortfall in Green Ammonia supply will not be applicable in events of Force Majeure identified under the GAPA with SECI, affecting supply of Green Ammonia by the GAP. Annual supply of Green ammonia shall be calculated for each Contract Year starting from the date of commencement of supply of Green Ammonia from the Production Facility.</p>	<p>GAP shall produce and supply the Green Ammonia as per the Supply Schedule, subject to annual requirements stipulated under clause 4.2. The annual requirement for production and supply of Green Ammonia shall remain fixed for the entire term of GAPA. GAP is required to produce and supply the Green Ammonia at the Delivery Point such that the supplied quantum is not less than 90% of the periodic Supply Schedule specified by the Procurer for the entire term of GAPA, which is also indicated in the site detail matrix. However, the shortfall in Green Ammonia supply will not be applicable in events of Force Majeure identified under the GAPA with SECI, affecting supply of Green Ammonia by the GAP. Further, GAP is allowed to meet maximum 5% of the shortfall in the annual Green Ammonia Supply commitment through third party/other sources subject to condition that the Green Ammonia supplied meets the Green Ammonia criteria under the Scheme and the Green Ammonia Certification has been obtained for such supplied quantum. At the same time, the Procurer's obligations with respect to off take of Green Ammonia from the GAP in a period (monthly/quarterly, as applicable) for the purpose of calculation of penalty, will be limited to 90% of the scheduled quantity for the said period.</p> <p>For the first year of operation of the Project, the Annual Supply shall be calculated on pro-rata basis for the complete year after commencement of supply of Green Ammonia from the Project i.e. till 31st of March of the Financial year in which commencement of GA supply has started. Subsequently, the annual Supply will be calculated every year from 1st April of the year to 31st March next year.</p>
----	-----	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

			Similarly, for the last year of operation of the Project, the annual Supply shall be calculated on pro rata basis for the complete year before the expiry of the GAPA.
14	8.2	Shortfall in Supply of Green Ammonia If for any Contract Year, it is found that the GAP has not been able to supply Green Ammonia corresponding to the minimum permissible value of annual supply as per Clause 8.1, on account of reasons primarily attributable to the GAP, such shortfall shall be dealt as per the applicable provisions of the GAPA.	Shortfall in Supply/Off take of Green Ammonia If for any Contract Period/Supply Schedule (monthly/quarterly as applicable), it is found that the GAP has not been able to supply Green Ammonia corresponding to the minimum permissible value of Supply Schedule as per Clause 8.1 or as agreed upon for that period, on account of reasons attributable to the GAP, such shortfall shall be dealt as per the applicable provisions of the GAPA. Further, in case of the mutual agreement between Procurer, SECI and GAP and if agreed by all the parties, the shortfall quantity may be transferred to next Supply Schedule without penalty.
15	9.4.a.	....Further, in case of part-commissioning of the Project, possession of proportionate land (corresponding to that part capacity) shall be required to be demonstrated by the GAP....	deleted
16	9.5.a.	...(for e.g. if Effective Date of the GAPA is 20.10.2024, then SCSD shall be 20.10.2027)....	...(for e.g. if Effective Date of the GAPA is 20.10.2025, then SCSD shall be 20.10.2028)....
17	9.5.b. ii.	...as part of penalty, the Price of Supply of Green Ammonia (Rs./kg) shall be reduced by Rs. 0.10/kg on per day basis and proportionate to the balance capacity not commissioned/ not commenced supply of GA. For example, in case the project of 20,000 MT capacity has been allocated to a bidder at price of supply of Rs. 65 per kg, if the commissioning of 5,000 MT capacity is delayed by 20 days beyond	...as part of penalty, the Price of Supply of Green Ammonia (Rs./kg) shall be reduced by Rs. 0.02/kg on per day basis and proportionate to the balance capacity not commissioned/ not commenced supply of GA. For example, in case the project of 20,000 MT capacity has been allocated to a bidder at price of supply of Rs. 65 per kg, if the commissioning of 5,000 MT capacity is delayed by 20 days beyond the date as on 6 months from SCSD, then the revised price of supply of Green Ammonia (in

		the date as on 6 months from SCSD, then the revised price of supply of Green Ammonia (in Rs./kg) shall be: $65 - \{0.10 \times 20 \times (5000/20000)\} \dots$	Rs./kg) shall be: $65 - \{0.02 \times 20 \times (5000/20000)\} \dots$																																											
18	9.5.d	<p>Addendum to the Clause</p> <p>The revised weighted average price of supply as calculated shall be considered upto 2 decimal places, i.e. digits after the 2 decimal places shall be discarded. For eg., a revised weighted average price of Rs. 65.879/kg shall be considered as Rs. 65.87/kg.</p> <p>Revised Illustration</p> <p>Suppose a Bidder is allocated a project capacity of 2,00,000 MT of annual production and supply of GA at Rs. 65 per kg. The calculation of weighted average of Price of Supply for different scenario is shown below:</p> <table><tr><td>Total allocated capacity of GA</td><td colspan="4">2,00,000 MT/annum</td></tr><tr><td>Date of commissioning</td><td>SCSD</td><td>Beyond SCSD but within 6 months from SCSD</td><td>Beyond 6 months from SCSD but within 12 months from SCSD</td><td>Capacity not commissioned within 12 months from SCSD</td></tr><tr><td colspan="5">Scenario-1</td></tr><tr><td>Part capacity</td><td>80,000 MT</td><td>80,000 MT</td><td>40,000 MT (commissioned 210 days from SCSD)</td><td>0 MT</td></tr><tr><td>Price of Supply</td><td>Rs. 65 per kg</td><td>Rs. 65 per kg but with encashment of PBG as penalty</td><td>=Rs.65- {0.02*30* (40,000/ 2,00,000)} =Rs. 64.88 per kg</td><td>Rs. 0 per kg</td></tr><tr><td>Revised price of Supply for entire quantum of GA for GAPA period</td><td colspan="4">=weighted average of prices of supply = {(65*80,000)+(65*80,000)+(64.88*40,000)+(0*0)}/ 2,00,000 =Rs. 64.97 per kg for a total quantum of 2,00,000 MT</td></tr><tr><td colspan="5">Scenario-2</td></tr><tr><td>Part capacity</td><td>80,000 MT</td><td>80,000 MT</td><td>0 MT</td><td>40,000 MT</td></tr></table>					Total allocated capacity of GA	2,00,000 MT/annum				Date of commissioning	SCSD	Beyond SCSD but within 6 months from SCSD	Beyond 6 months from SCSD but within 12 months from SCSD	Capacity not commissioned within 12 months from SCSD	Scenario-1					Part capacity	80,000 MT	80,000 MT	40,000 MT (commissioned 210 days from SCSD)	0 MT	Price of Supply	Rs. 65 per kg	Rs. 65 per kg but with encashment of PBG as penalty	=Rs.65- {0.02*30* (40,000/ 2,00,000)} =Rs. 64.88 per kg	Rs. 0 per kg	Revised price of Supply for entire quantum of GA for GAPA period	=weighted average of prices of supply = {(65*80,000)+(65*80,000)+(64.88*40,000)+(0*0)}/ 2,00,000 =Rs. 64.97 per kg for a total quantum of 2,00,000 MT				Scenario-2					Part capacity	80,000 MT	80,000 MT	0 MT	40,000 MT
Total allocated capacity of GA	2,00,000 MT/annum																																													
Date of commissioning	SCSD	Beyond SCSD but within 6 months from SCSD	Beyond 6 months from SCSD but within 12 months from SCSD	Capacity not commissioned within 12 months from SCSD																																										
Scenario-1																																														
Part capacity	80,000 MT	80,000 MT	40,000 MT (commissioned 210 days from SCSD)	0 MT																																										
Price of Supply	Rs. 65 per kg	Rs. 65 per kg but with encashment of PBG as penalty	=Rs.65- {0.02*30* (40,000/ 2,00,000)} =Rs. 64.88 per kg	Rs. 0 per kg																																										
Revised price of Supply for entire quantum of GA for GAPA period	=weighted average of prices of supply = {(65*80,000)+(65*80,000)+(64.88*40,000)+(0*0)}/ 2,00,000 =Rs. 64.97 per kg for a total quantum of 2,00,000 MT																																													
Scenario-2																																														
Part capacity	80,000 MT	80,000 MT	0 MT	40,000 MT																																										

		Price of Supply	Rs. 65 per kg	Rs. 65 per kg but with encashment of PBG as penalty	= Rs.65-{0.02*180*(0/2,00,000)} =Rs. 0 per kg	Rs. 0 per kg	
		Revised price of Supply for entire quantum of GA for GAPA period	=weighted average of prices of supply ={ (65*80,000)+(65*80,000)+(0*0)+(0*40,000) }/1,60,000 =Rs. 65 per kg for a total quantum of 1,60,000 MT In this case the contracted capacity will be reduced to 1,60,000 MT only.				
		Scenario-3					
		Part capacity	0 MT	80,000 MT	40,000 MT (commissioned 300 days from SCSD)	80,000 MT	
		Price of Supply	Rs. 65 per kg	Rs. 65 per kg but with encashment of PBG as penalty	=65-{0.02*120*(40,000/2,00,000)} =Rs. 64.52 per kg	Rs. 0 per kg	
		Revised price of Supply for entire quantum of GA for GAPA period	=weighted average of prices of supply ={ (65*0)+(65*80,000)+(64.52*40,000)+(0*80,000) }/ 1,20,000 =Rs. 64.84 per kg for a total quantum of 1,20,000 MT In this case the contracted capacity will be reduced to 1,20,000 MT only.				
19	9.6	New Clause In case GAP is unable to commission the project till SCSD but is able to supply the contracted GA from any third party till the commissioning of the project then no LD or reduction in Price of Supply will be applicable on the GAP. Such GA supplied should have the required Green Ammonia certification as per the MNRE Guidelines. Further Incentive will not be provided for supply of such GA.					
20	11.2	GA shall be inspected at the Delivery Point for quality and quantity by the Procurer. It may also be carried out by third-party Quality Inspector empanelled by the Procurer. Timely audits may be undertaken by SECI/MNRE/Procurer to ensure that the GA and the production process of		GA shall be tested at the loading point/point of dispatch at the GAP’s manufacturing facility for its quality and quantity. The test certificate as per agreed standards, shall be submitted by the GAP to the Procurer. This Inspection may also be carried out by the GAP through a third-party Quality Inspector empaneled by the Procurer. Timely audits may be undertaken by			

		GA is in line with the technical specifications.	SECI/MNRE/Procurer to ensure that the GA and the production process of GA is in line with the technical specifications. The Procurer reserves the right to carry out its independent inspection of the GA for quality and quantity received at the Delivery Point, at its own cost including demurrage, if any applicable due to holding of container/ Supply Vessel for this purpose. In case of any dispute due to discrepancy in test certificates for quality of Green Ammonia in the tests conducted at loading point and delivery point, the test may be conducted through an agency nominated by MNRE or Department of Fertilizer at the delivery point. The test certificate, as submitted by the said agency, shall be final and binding on all the parties. Further, the cost for conducting such test and any other charges, as required, shall be borne by the party whose claim, regarding quality has been found incorrect.
21	12.8	<p>New Clause</p> <p>The Incentive may be disbursed quarterly, provided that GAP obtains Green Ammonia Certification in accordance with the established certification scheme subject to reconciliation on annual basis.</p>	
22	14	....MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Joint Venture/Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Joint Venture/Consortium shall be registered as MSME.	<p>.....MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfS document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.</p> <p>Note: In all cases, a Bidder (including all the members in case of a Consortium) shall be allowed to avail the above exemptions provided to MSEs only in case the Bidder (including all the members in case of a</p>

			<p>Consortium) meets the financial eligibility criteria as per Clause 35 on its own financial credentials, or through an Affiliate which is also an MSE entity. In case the Bidder (including any member in case of a Consortium) proposes to meet the financial eligibility criteria as per Clause 35 based on the credentials of its Affiliate who is not an MSE enterprise, the Bidder/Bidding Consortium will not be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of RfS, Bid Processing Fees, and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliate who is not an MSE, the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 25. (a) and Clause 25.(e) of the RfS, and the bid will be summarily rejected.</p>
23	15.1.b	.....clearance shall be submitted by the GAP within 12 (Twelve) months from the effective date of GAPA:	.....clearance shall be submitted by the GAP prior to SCSD:
24	16.1	<p>Addendum to the Clause</p> <p>In case the Bidder bids for multiple projects, it may submit multiple EMDs corresponding to the individual project capacity or a single EMD on cumulative basis corresponding to the cumulative Annual Production and Supply Capacity of Green Ammonia for the quoted projects.</p>	
25	16.5	...the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited...	...the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited...
26	16.5	...The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank	...The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on

		Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.	Order Instrument (POI)/Insurance Surety Bond towards/ against EMD”.
27	16.6	<p>New Clause</p> <p>Insurance Surety Bond (Surety Bond): As another alternative to submission of EMD as above, the Bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS. This instrument would be furnished as per Format 7.3E of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per Clause 16.1 above.</p>	
28	16.7	<p>New Clause</p> <p>In case, as on last date of bid submission, the Bidder informs SECI that the Bidder, including its Affiliate or Parent or Ultimate Parent or any Group Company, has already been awarded the cumulative GH2 production capacity of 2,25,000 MT/annum or more across all the Modes and Tranches under the SIGHT programme of the National Green Hydrogen Mission, the bid submitted by the Bidder for the subject tender shall be rejected and the BG submitted towards EMD submitted by the Bidder shall be returned to the Bidder.</p>	
29	17.10	After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e RA).	After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the issuance of LoA to the successful bidder.
30	17.12	...following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited...	...following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited...
31	17.12	...The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.	...The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)/Insurance Surety Bond”.
32	17.13	<p>New Clause</p> <p>Insurance Surety Bond (Surety Bond): As another alternative to submission of PBG as above, the Successful Bidder/GAP also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines</p>	

		issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS. This instrument would be furnished as per Format 7.3F of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per Clause 17.1 above. In case the Successful Bidder/GAP chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 17.1 above, will be applicable in this case too.	
33	19	The names of Independent External Monitor(s) (IEMs) who have been appointed by SECI, in terms of Integrity Pact (IP) which will form a part of the SECI's Contracts are: a) Dr. Varesh Sinha, IAS (Retd.), e-Mail Id: vareshsinha@gmail.com b) Shri Bimal Julka, IAS (Retd.), e-Mail Id: bimaljulka1955@gmail.com	The names of Independent External Monitor(s) (IEMs) who have been appointed by SECI, in terms of Integrity Pact (IP) which will form a part of the SECI's Contracts are: a) Sh. Najib Shah, IRS (Retd.), e-Mail Id: najibshah@hotmail.com b) Sh. Rakesh Mohan, IA&AS (Retd.), e-Mail Id: rmohan1987@gmail.com
34	21.2	At the stage of Financial Closure, the GAPs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard...	At the stage of Financial Closure, the GAPs shall report 100% tie-up of Financing Arrangements for the Projects, and meet other criteria as stipulated in the GAPA. In this regard...
35	22.2. vii	New Clause On account of merger/amalgamation within the same group companies subject to court approval.	
36	23. iii.	Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3 B.	Bank Guarantee/Payment on Order Instrument/ Insurance Surety Bond against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3 B/7.3 E.
37	25 (d)	In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.	In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/ Group Companies have submitted more than one response for one Project under this RfS, then all such bids submitted by that bidding company (including Ultimate Parent Company/ Parent Company/Affiliate/ Group Companies) for that particular project shall be treated as non-responsive and rejected.

38	26.1	<p>a. Bank Guarantee/POI towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B).</p> <p>.....</p> <p>For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2024, the above deadline will expire at 18:00 hrs on 24.10.2024....</p>	<p>a. Bank Guarantee/POI/Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B/7.3 E).</p> <p>.....</p> <p>For e.g., if the bid submission deadline is 18:00 hrs on 31.01.2025, the above deadline will expire at 18:00 hrs on 02.02.2025....</p>
39	26.2.I	<p>(a) ... as elaborated in Clause 24 of the RfS.</p> <p>(b) All attachments elaborated in Clause 24 of the RfS....</p>	<p>(a) ... as elaborated in Clause 23 of the RfS.</p> <p>(b) All attachments elaborated in Clause 23 of the RfS....</p>
40	31	<p>Modified as follows</p> <p>SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled prior to opening of bids, the Bid Processing Fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.</p> <p>Note: In the event of opening of bids, Bid Processing Fee will not be refunded. In case SECI is unable to sign GAPA for the awarded capacity on account of reasons not attributable to the Successful Bidder, in line with Clause 41.3 below, the 1st installment of the Success Charges paid by the Successful Bidder will be refunded by SECI without any interest. However, in case GAPA is eventually not signed on account of reasons attributable to the Successful Bidder, the 1st installment of Success Charges paid by the RPD will not be refunded by SECI. In such cases, refund of GST amount will be dealt according to extant provisions of GST Act.</p>	
41	34.2	<p>Joint Venture/Bidding Consortium with one of the Companies as the Lead Member. In case of JV/Consortium, all members of JV/Consortium shall be jointly and severally responsible for the obligations mentioned in the RfS/GAPA. 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 prior to signing of GAPA...</p>	<p>Joint Venture/Bidding Consortium with one of the Companies as the Lead Member. 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 prior to signing of GAPA. In case of JV/Consortium, prior to signing of GAPA, all members of JV/Consortium shall be jointly and severally responsible for the obligations mentioned in the RfS...</p>

42	34.6	Modified as follows A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project; and in each case, having at least 51% shareholding in the SPV, which has to be registered under the Indian Companies Act, 2013, before signing of GAPA. Multiple SPVs may also be utilized for executing more than one Project.	
43	34.7	The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred...	As on the bid submission deadline, the Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred...
44	34.9	New Clause Any consortium, if selected as Successful Bidder, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of GAPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of GAPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to SCSD of full Project Capacity, except with the prior approval of SECI. It is clarified that in case of Consortium, each of the Consortium members shall have a non-zero equity participation in the Consortium, i.e. a Consortium of 2 members with a 100:0 arrangement of equity commitment will not be eligible as a bidder under this RfS.	
45	35.1.i.	The Net Worth of the Bidder should be equal to or greater than INR 5 Crores/Thousand MT per annum (Indian Rupees Five Crore per Thousand MT per annum) of quoted annual production and supply capacity of Green Ammonia....	The Net Worth of the Bidder should be equal to or greater than INR 5 Crores/Thousand MT per annum (Indian Rupees Five Crore per Thousand MT per annum) of cumulative quoted annual production and supply capacity of Green Ammonia....
46	35.1. iii.	Addendum to the clause 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.	

47	35.2	<p>Modified as follows</p> <p>The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 35.1 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS. 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.</p>	
48	35.3	<p>For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.</p>	<p>For the purposes of meeting financial requirements, latest consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of the financial capability of its Affiliates (fully or partly), then only the unconsolidated audited Annual Accounts of the Affiliate(s) as well as bidding company, as the case may be, shall be used.</p>
49	35.8	<p>Note: Wherever applicable, audited accounts for the FY 2023-24 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2023-24 are not available, then audited annual accounts of FY 2022-23 can be considered.</p>	<p>In case a Bidder submits multiple bids for different projects in standalone basis and JV/Consortium with other partner/company then the Net Worth of the Bidder shall be distributed in the manner as illustrated below: Suppose a Bidder with Net Worth of 100 Crore submits 2 bids, 1 in standalone basis and another in consortium with another company and the first bid (in standalone basis) is submitted using the committed Net Worth of 60 Crore (as per Format 7.6) then the Bidder is allowed to use a the remaining Net-Worth of 40 Crore in the second bid (in bid submitted as consortium).</p>

50	37.1	... For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2024, the online bid opening will be conducted on 25.10.2024....	... For e.g., if the bid submission deadline is 18:00 hrs on 03.03.2025, the online bid opening will be conducted on 06.03.2025....
51	38.3	For each Project, the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single “Price of Supply of Green Ammonia (Rs./kg) (exclusive of taxes)” separately for all the Projects applied for....	For a single Project, the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single Price bid (single application) quoting a single “Price of Supply of Green Ammonia (Rs./kg) (exclusive of taxes)”. Price bids containing the Price of Supply shall be submitted separately for each Project applied for...
52	38.3	Addendum to the Clause It is clarified that the price of supply to be quoted for any Project, shall be a non-zero value. A bid containing “0 (zero)” as its quoted price of supply will be rejected for the corresponding Project.	
53	39.2	Addendum to the Clause It is clarified that in addition to the methodology as brought out in this clause, shortlisting of Bidders for e-RA shall be pursuant to Clause 5.6 above. It is reiterated that the Bidder shall be required to choose the Projects for which the wants to participate in the e-RAs.	
54	38.6	All Bidders with same price of supply shall be eligible for reverse auction round provided their rank is equal to or less than nth Bidder as mentioned in Clause 38.2 of the RfS.	All Bidders with same price of supply shall be eligible for reverse auction round provided their rank is equal to or less than nth Bidder as mentioned in Clause <u>39.2</u> of the RfS.
55	39.1	.... Reverse Auction will be conducted separately for each Project mentioned under Clause 5 of the RfS. Following provisions will be applicable separately for each Project....	.... Reverse Auction will be conducted separately for each Project mentioned under Clause 5 of the RfS. The sequence of e-RA to be held Project-wise, is brought out as follows (in chronological order of their occurrence): 1. Project-V 2. Project-XI 3. Project-XII 4. Project-XIII 5. Project-IV 6. Project-X 7. Project-IX 8. Project-I

		9. Project-II 10. Project-VI 11. Project-VII 12. Project-VIII 13. Project-III Following provisions will be applicable separately for each Project....	
56	39.2.A	New Clause In view of sequential order of e-RA as per Cl. 39.1 above, it is clarified that prior to shortlisting of bidders for each e-RA, the overall limit of 2,25,000 MT/annum of Green Hydrogen capacity being awarded to a single bidder as stipulated in the National Green Hydrogen Mission (Cl. 5.2 of the RfS), will be verified for each Bidder. In case a Bidder is eligible to participate in multiple auctions under this RfS, and if it meets the above limit of 2,25,000 MT/annum by emerging as the L1 Bidder after conclusion of a particular auction, it will not be shortlisted for the remaining auctions as per the schedule, irrespective of its tariffs quoted for the remaining Projects.	
57	39.4.ii.	The minimum decrement value for price of supply shall be INR 0.5 per kg. The Bidder can quote its revised discounted price of supply which has to be at least 50 (Fifty) Paisa less than its current price of supply.	The minimum decrement value for price of supply shall be <u>INR 0.25 per kg</u> . The Bidder can quote its revised discounted price of supply which has to be at least <u>25 (twenty five) Paisa/kg</u> less than its current price of supply.
58	40.4	New Clause The decision of conducting e-RA for any of the Projects under this RfS shall be under the scope of SECI, and shall be final and binding on all parties.	
59	42.5	New Clause The Incentive may be disbursed quarterly, provided that GAP obtains Green Ammonia Certification in accordance with the established certification scheme on quarterly basis, subject to reconciliation on annual basis. In this case, this clause 42 shall be read suitably.	
60	43.45	“SECI” shall mean Solar Energy Corporation of India Limited and shall be the Intermediary Procurer under this RfS.	“SECI” shall mean Solar Energy Corporation of India Limited or its subsidiary and it shall be the Intermediary Procurer under this RfS.
61	General	New Clause The Successful Bidder may choose to execute/establish the Project under its Parent Company rather than through a subsidiary. In such cases, relevant clauses in the RfS document may be read accordingly.	
62	Annexure-B	The table in clause 2 stands deleted.	

63	Format 7.3B and Format 7.3 D	The term “IREDA/REC/PFC” occurring in the Format shall be read as “REC/PFC”.				
64	Format 7.6 Exhibit (i)	Table modified as follows				
		Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (Rs. Crore)	Committed Net Worth (Rs. Crore)
		Company 1				
Total						
65	Format 7.6 Exhibit (ii)	....Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ----- Crore (Equity Commitment (%) * Rs. [] Crore)...		....Net Worth Requirement to be met by Member: INR ----- Crore...		
Amendments in the GAPA document						
66	Recital D	SECI had initiated a Tariff Based Competitive Bid Process for procurement of 5,39,000 MT/annum of Green Ammonia		SECI had initiated a Tariff Based Competitive Bid Process for procurement of 7,24,000 MT/annum of Green Ammonia		
67	Recital K	New Clause .....(Insert name of the Procurer), a Company incorporated under the Companies Act, 1956/2013, having its registered office at _____(insert address of registered office of the Procurer) has agreed to sign GASA Agreement in the capacity as a Confirming Party to this Agreement.				
68	1.1	"Arbitration and Dispute Settlement Mechanism" Dispute Settlement Mechanism (DSM) shall be instituted by the Government of India. Arbitration Mechanism may be instituted by Arbitration Mechanism. The disputes which are not resolved through arbitration may be referred to DSM.		"Arbitration and Dispute Settlement Mechanism" Arbitration and Dispute Settlement Mechanism (DSM) shall be instituted by the Government of India. The disputes which are not resolved through arbitration may be referred to DSM.		

69	1.1	"Business Day" shall mean with respect to GAP and SECI, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Delhi and [insert name of State where GAP Registered Office is located] both;	"Business Day" shall mean with respect to GAP, SECI and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Delhi, [insert name of State where GAP Registered Office is located] and [Insert name of State where Procurer's Fertilizer plant is located];
70	1.1	"Contract Year" shall mean the period of 12 (twelve) months from the date of Commencement of Supply of Green Ammonia from the Production Facility installed by GAP;	"Contract Year" shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which commissioning of the first part capacity of the Contracted Capacity would occur, the Contract Year shall commence from the date of commissioning of first capacity and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
71	1.1	<p>New Clause</p> <p>"Confirming Party" shall mean .....(insert name of the Procurer), who has executed this Agreement as evidence of its acknowledgment and acceptance of the rights, roles, obligations, and responsibilities assigned to it under the referred RfS and GASA.</p>	
72	1.1	<p>"Delivery Point" shall mean</p> <p>(ii).....</p> <p>The GAP shall fulfil the required quality and quantity parameter as required as per the provisions of the RfS and GAPA.....</p>	<p>"Delivery Point" shall mean</p> <p>.....</p> <p>(ii) The GAP shall fulfil the required quality and quantity parameter as required under the provisions of the RfS and GAPA/GASA.....</p>

73	1.1	<p>New Clause</p> <p>“Demurrage and Detention”</p> <p>(a) Demurrage shall mean the charges payable in respect of delay in movements of containers within a terminal, either onto a vessel at the port of loading or out of the terminal at the port of arrival;</p> <p>(b) Detention shall mean the charges payable in respect of delay in return of empty containers once they have left the terminal.</p>	
74	1.1	<p>“Due Date”</p> <p>Due Date shall mean the forty-fifth (45th) day after a Monthly/Periodic Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day,...</p>	<p>“Due Date”</p> <p>shall mean the fifteenth (15th) day after receipt of full payment from the Procurer and subject to presentation of a Monthly Bill (including all the relevant documents) or a Supplementary Bill by the GAP in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day,....</p>
75	1.1	<p>"Indian Governmental Instrumentality" shall mean the Government of India, Governments of state(s)..... [Insert the name(s) of the state(s) in India, where the Green Ammonia Project, SECI and GAP are located]</p>	<p>"Indian Governmental Instrumentality" shall mean the Government of India, Governments of state(s)..... [Insert the name(s) of the state(s) in India, where the Green Ammonia Project, Procurer, SECI and GAP are located]</p>
76	1.1	<p>“Procurer”</p> <p>.....</p> <p>In case of JV and Consortium, all members of JV/ Consortium shall be jointly and severally responsible for the duties/responsibility mentioned in the Scheme Guidelines.</p>	<p>“Procurer”</p> <p>.....</p> <p>In case of the Procurer being a JV/Consortium, all members of JV/ Consortium shall be jointly and severally responsible for the duties/responsibility mentioned in the Scheme Guidelines.</p>
77	1.1	<p>“SECI”</p> <p>shall mean Solar Energy Corporation of India Limited;</p>	<p>“SECI”</p> <p>shall mean Solar Energy Corporation of India Limited or its subsidiary;</p>
78	1.1	<p>"Suppliers" or "Green Ammonia Producer" or "GAP"</p> <p>shall mean the GA Producers including a single entity, or a JV/consortium with clear</p>	<p>"Supplier" or "Green Ammonia Producer" or "GAP"</p> <p>shall mean the Green Ammonia (GA) Producer including the Successful Bidder or an SPV formed by the successful JV/consortium</p>

		responsibility of each of the JV/consortium partners specified for implementing the project. In case of JV and Consortium, all members of JV/ Consortium shall be jointly and severally responsible for the duties/ responsibility mentioned in the Scheme Guidelines. JV/ Consortium shall be formed before submission of bids.	for implementing the Project.
79	2.2.1	....This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.	....This Agreement may be extended beyond the Term as per Article 2.2, for an additional period upto 25 years, or more, based on mutually agreed terms and conditions with respect to the Term and Price of Supply for the extended Term. Such extension may be carried out at least one hundred eighty (180) days prior to the Expiry Date.
80	3.1.1	....Accordingly, the Project Capacity, i.e. the Installed Capacity shall mean the rated production capacity of the Green Ammonia Project i.e., MT/annum.	....Accordingly, the Project Capacity, i.e. the Installed Capacity under this Agreement, shall mean the rated production capacity of the Green Ammonia Project i.e., MT/annum.
81	3.2.3	.....SECI shall encash the Performance Bank Guarantee/ POI equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of SECI under this Agreement.	.....SECI shall encash the Performance Bank Guarantee/ POI/Insurance Surety Bond equivalent to the amount calculated as per the penalty applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of SECI under this Agreement.
82	3.4.1	....(For e.g. if Effective Date of GAPA is 20.12.2024, then scheduled Financial Closure date shall be 20.12.2025).	....(For e.g. if Effective Date of GAPA is 20.07.2025, then scheduled Financial Closure date shall be 20.07.2026).
83	3.4.2	<p>Addendum to the Clause</p> <p>In addition to the above, the GAP shall also meet the following criteria as part of compliance with the Financial Closure requirements:</p> <p>(i) Submission of final approval of connectivity by the CTU/STU/DISCOM as well as drawl (GNA) of Power for operation of Green Ammonia Plant for the corresponding RE project.</p>	

		(ii) Submission of registered sale deed/lease agreements/documents to demonstrate possession/right to use of 100% of the identified land area for the Project.
84	4.1.1	<p>Article modified as follows</p> <p>The GAP undertakes to be responsible, at GAP's own cost and risk, for the following:</p> <ol style="list-style-type: none"> a) The GAP shall be solely responsible and make arrangements for Land & associated infrastructure for development of the Project for confirming the availability of Green Ammonia system required for supply of Green Ammonia by the SCSD and all clearances related thereto. b) The GAP shall submit registered sale deed/lease agreement/documents to establish possession/right to use for 25% of the required land (i.e., for Green Ammonia plant excluding RE plant) in the name of GAP for a period not less than the term of GAPA, within 6 months from the date of signing of GAPA. The GAP shall also demonstrate the possession/right to use of 100% of the required land (i.e., for Green Ammonia plant excluding RE plant) within the deadline of compliance with Financial Closure conditions as per Article 3.4.1 of this Agreement. Wherever leasing of land is involved, the lease should allow transfer of land lease rights to the lenders or procurer, in case of default by GAP. c) The GAP shall submit within the deadline of compliance with Financial Closure conditions, a letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU)/ Appropriate Authority as applicable, confirming technical feasibility of connectivity/GNA of Green Ammonia Plant to STU/CTU substation, if required. d) In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of GAP, on advance payment of extension charges to SECI as given below: <ol style="list-style-type: none"> i. At the time of establishing possession/right to use for 25% of required land, an advance payment of extension charges of INR 100/- per day per Thousand Metric Ton (of awarded capacity) + applicable taxes shall be submitted by the GAP. This extension will not have an impact on the obligation of GAP of Financial Closure and to commence supply of Green Ammonia by the Scheduled Commencement of Supply Date (SCSD) of the Project. ii. In case of delay in establishing possession/right to use for 100% of required land and/or delay in compliance with requirements under Clause c above, the same shall be considered as non-compliance of Financial Closure and the provisions of Article 3.4 shall be applicable. <p>Subsequent to the completion of above deadlines, SECI shall issue notice to the</p>

		<p>GAP who is not meeting the above requirements. The notice shall provide a period of 7 business days to the GAP to either furnish the necessary documents or make the above-mentioned payment. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days, SECI shall encash the PBG/POI of the corresponding GAP and may terminate the GAPA for the corresponding Project. The above mentioned amount shall be paid by the GAPs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the GAP. In case of the GAP meeting the above requirements before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the GAP shall be returned by SECI. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the GAP without any interest and GST amount on achievement of successful commencement of Green Ammonia supply within the Scheduled Commencement of Supply Date (SCSD), on pro-rata basis, based on the awarded capacity that has commenced supply of Green Ammonia as on SCSD. In other cases, the extension charges as collected under this provision, will be credited to the Payment Security Fund, if instituted, or shall be set aside in separate account by SECI to ensure timely payments to the GAP.</p> <p>e) In addition of submission of lease agreement/ right to use for land, following approvals/NOCs/clearance shall be submitted by GAP prior to SCSD:</p> <ol style="list-style-type: none"> i. No Objection Certificate (NOC)/ Environmental Clearance for the project if applicable. ii. Forest Clearance for the land for the project, if applicable. iii. Approval for supply water from the concerned authority (if applicable) required for the project. iv. Any other clearances (if any), as may be legally required. <p>f) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. SECI shall have no obligation to recommend to any department/agency or the Government for the grant/permission for the Green Ammonia project. The Green Ammonia Producer shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing the project. Any steps that may be taken by SECI in regard to grant of such consents and permits or any other approval to be taken by the GAP shall only be a voluntary endeavor with no intention of being bound by any legal or binding obligation.</p>
--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>g) Designing, Constructing, Erecting, Commissioning, Completing and Testing the Green Ammonia Project in accordance with the applicable Law, the terms and conditions of this Agreement and Prudent Industry Practices. GAP should also comply with Industrial & applicable labor laws.</p> <p>h) The GAP shall make adequate arrangements to ensure supply of Green Ammonia up to the Metering / Delivery Point prior to SCSD. Commencement of supply of Green Ammonia up to the Contracted Capacity to Procurer no later than the SCSD and continuance of the supply of Green Ammonia in line with the supply schedule stipulated by the Procurer as per Schedule-4 of this Agreement throughout the term of the Agreement;</p> <p>i) Owning the Green Ammonia Project free and clear of encumbrances, except those expressly permitted under Article 16, throughout the Term of Agreement.</p> <p>j) Maintaining minimum 51% shareholding prevalent at the time of signing of GAPA up to a period of three (3) years after the SCSD in line with Clause 22 of the RfS;</p> <p>k) Fulfilling all obligations undertaken by the GAP under this Agreement and also as per the terms of the RfS.</p> <p>l) The GAP shall be responsible to for directly coordinating and dealing with the corresponding Procurer and other authorities in all respects in regard to declaration of availability, scheduling and supply of Green Ammonia in respect of the Green Ammonia contracted under this Agreement.</p> <p>m) It shall be the responsibility of GAP to necessary arrange the renewable energy required for production and supply of Green Ammonia as per the Schedule Supply, in line with Article 4.2A of this Agreement.</p> <p>n) Carbon Credits: SECI shall be eligible for ownership of Carbon Credits (under the Carbon Credit Trading Scheme, 2023 notified by Ministry of Power, including any subsequent amendments and clarifications thereof,) generated from the Green Ammonia Projects under this Scheme. GAP shall make all the necessary arrangements and modifications, as required, for SECI to utilize/trade Carbon Credits generated from the Projects, if any. The detailed methodology in this regard will be issued in due course.</p> <p>o) Water sourcing guidelines: Appropriate clearances, including environmental clearances with respect to meeting the requirement of water for production of GA,</p>
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>shall also be taken by the GAP in accordance with the applicable policies/law.</p> <p>p) It may be noted that the respective extension charges mentioned in this GAPA are to be paid separately for each extension sought by the GAP. Any extension charges paid so, shall be returned to the GAP without any interest and GST amount on achievement of successful commencement of Green Ammonia supply within the Scheduled Commencement of Supply Date (SCSD), on pro-rata basis, based on the awarded capacity that has commenced supply of Green Ammonia as on SCSD. In other cases, the extension charges as collected under this provision, will be credited to the Payment Security Fund, if instituted, or shall be set aside in separate account by SECI to ensure timely payments to the GAP.</p>	
85	4.2.3	The responsibility of getting connectivity with the transmission system up to the Green Ammonia project for consumption of renewable energy for production of Green Ammonia, will lie with the GAP....	The responsibility of getting connectivity/General Network Access/Open Access with the transmission system up to the Green Ammonia Project for consumption of renewable energy for production of Green Ammonia, will lie with the GAP....
86	4.2.4	The arrangement of connectivity shall be made by the GAP through a dedicated transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the RE Project up to the GAP plant. In case.....	The arrangement of connectivity/GNA/Open Access for drawl of power for the Project shall be made by the GAP as per the applicable regulations. The entire cost of transmission including cost of construction of line, if any, and any other charges, losses etc. from the corresponding RE project up to the GA Project shall be borne by the GAP. In case.....
87	4.2 A.	<p>New Clause</p> <p>Renewable Energy Requirement of the GA Project</p> <p>a. Under this Agreement, Green Ammonia shall be produced using renewable energy (RE). Such RE may be procured by the GAP from a co-located RE project(s), or sourced from a remotely located RE plant(s), whether set up by the GAP, or by any third-party. RE may also be procured by the GAP from power exchange.</p> <p>b. Such renewable energy (RE) generation project(s) supplying RE to the Green Ammonia Project shall be referred to as “corresponding Renewable Energy (RE) project(s)” under this Agreement.</p> <p>c. The GAP may either have its own corresponding RE project, or may buy RE power for meeting the power requirement for the GA Project or it may use a mix of both options.</p>	

	<p>d. In case of sourcing power under a PPA, the GAP shall submit the PPA to SECI within 6 months from Effective Date of GAPA. Subsequently, the GAP shall submit the final approval of connectivity by the CTU/STU/DISCOM for the corresponding RE project within the deadline of compliance with Financial Closure as per Article 3.4.1 of this Agreement. In case of the GAP procuring power through captive RE project(s), it shall intimate the RE capacity, configuration and location of the corresponding RE project within 6 months after the Effective Date of GAPA. Further to this, it shall submit the final approval of connectivity by the CTU/STU/DISCOM for the corresponding RE project, within 12 months after Effective Date of GAPA. In all these cases, the start date of connectivity and GNA/drawl permission as part of the final approval originally intimated by the CTU/STU/DISCOM should be prior to the SCSD of Green Ammonia Project.</p> <p>e. In case the GAP submits the final approval of connectivity/GNA/Drawl Permission within the timeline stipulated at Sl. (d) above, delay in start date of connectivity beyond the SCSD of the GA Project shall result in suitable extension of the SCSD, i.e., the SCSD shall be revised as on the date 60 days after the start date of connectivity.</p> <p>f. In case of delay in submission of final approval of connectivity beyond the deadline as per Sl. (d) above, no extension in SCSD shall be granted on the account of delay in start date of connectivity.</p> <p>g. With respect to the power requirement which the GAP plans to meet through its own (including its Affiliates') RE project(s), it shall demonstrate readiness of the corresponding RE project to supply power at least 6 months prior to SCSD. Original start date of connectivity granted to the corresponding RE project for such renewable energy plant shall be the date as on at least 6 months prior to the SCSD of the GA Project. In case of early commissioning of RE Plant, GAP shall not be obligated to seek NOC to sell such power in exchange or to any other party till SCSD.</p> <p>h. With respect to the power requirement which the GAP plans to meet through a Power Purchase Agreement (PPA) with a 'Third Party', the GAP shall submit a PPA executed with such 'Third Party' corresponding to the required power for operation of the GA Project within 6 months after Effective Date of the GAPA. In this case also, the GAP shall demonstrate the readiness of the corresponding RE project at least 6 months prior to SCSD of the GA Project. The corresponding RE project should be ready for supply of required power before the SCSD of the GA Project. In case of early commissioning of RE Plant, the RE Project Developer/GAP shall</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>not be obligated to seek NOC to sell such power in exchange or to any other party till SCSD.</p> <p>i. In case of default in achieving the condition within the stipulated time as per Sl. (g) and (h) above, SECI shall be entitled to encash PBG/POI and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of GAP, on advance payment of extension charges of INR 50/- per day per Thousand Metric Ton (of awarded capacity) + applicable GST. This extension will not have an impact on the obligation of GAP to commence supply of Green Ammonia by the Scheduled Commencement of Supply Date (SCSD) of the Project. Interest on account of delay in deposition of the abovementioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the GAP without any interest and GST amount on achievement of successful commencement of Green Ammonia supply within the Scheduled Commencement of Supply Date (SCSD), on pro-rata basis, based on the awarded capacity that has commenced supply of Green Ammonia as on SCSD. In other cases, the extension charges as collected under this provision, will be credited to the Payment Security Fund, if instituted, or shall be set aside in separate account by SECI to ensure timely payments to the GAP.</p>
88	4.4.1	<p>Addendum to the Clause</p> <p>The GAP is allowed to meet maximum 5% of the committed annual Green Ammonia Supply quantum through third party/other sources subject to the condition that the Green Ammonia supplied through this route meets the Green Ammonia criteria as prescribed/defined under the NGHM and the Green Ammonia Certification has been obtained by GAP for such supplied quantum.</p> <p>In case the GAP intimates the Procurer regarding shortfall in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) and the Procurer is able to procure the shortfall quantity of Green Ammonia/Ammonia from any other source in the corresponding Supply Schedule, then the GAP is liable to compensate the Procurer the Price differential.</p> <p><u>Illustration:</u> Suppose the Price of Supply of Green Ammonia is Rs. 50/kg, the Supply Schedule is quarterly and GAP has intimated Procurer and SECI on 1st June 2028 that there will be a shortfall of 'X' MT (i.e. shortfall beyond the allowed limit of 10%) of Green Ammonia in the next quarter i.e from 1st July 2028 to 30th September 2028. Subsequently the Procurer is able to procure the 'X' MT of Ammonia from open market in the same quarter i.e. 1st July 2028 to 30th September 2028. Then the compensation to be paid by the GAP shall be as follows:</p>

		<p>a. In case the Procurer procures the Ammonia/Green Ammonia at Rs. 60/kg from open market then GAP is liable to pay compensation @ Rs.10 per kg (60-50).</p> <p>b. In case the Procurer procures the Ammonia/Green Ammonia at Rs. 40/kg from the open market then GAP is liable to compensation @ Rs.10 per kg (50-40).</p> <p>The maximum price at which the ammonia is procured shall be considered for the above calculation. Further, in case the Procurer has not procured such shortfall quantum of Ammonia/Green Ammonia during such period then GAP is not liable to pay any compensation to Procurer</p>	
89	4.5.6	<p>New Clause</p> <p>Notwithstanding anything contained in this Article, delay in start date of connectivity of the corresponding RE project shall also result in suitable extension in SCSD, if applicable in line with provisions of Article 4.2 A of this Agreement.</p>	
90	4.6.1	....If the GAP is unable to commence Green Ammonia supply from the Project by the SCSD for the reasons other than those specified in Article 4.5.1, the GAP...	....If the GAP is unable to commence Green Ammonia supply from the Project by the SCSD for the reasons other than those specified in Article 4.5.1 and 4.5.6, the GAP...
91	4.6.2	<p>....</p> <p>a) In case of delay in commissioning of the project beyond the date as on 6 months from SCSD until the date as on 12 months from SCSD, as part of penalty, the Price of Supply of Green Ammonia (Rs./kg) shall be reduced by 10 paisa per kg per day basis and proportionate to the balance capacity not commissioned/commenced. For example in case of the project of 20000 MT capacity has been allocated to a bidder at price of supply of Rs. 50 per kg, if the commissioning of 5000 MT capacity is delayed by 20 days beyond the date as on 6 months from SCSD, then the revised price of supply of Green Ammonia (in Rs./kg) shall be: $50 - \{0.10 \times 20 \times (5000/20000)\}$. This penalty is over and above the penalty imposed as per clause 4.6.1 (a) above.</p>	<p>.....</p> <p>a) In case of delay in commissioning of the project beyond the date as on 6 months from SCSD until the date as on 12 months from SCSD, as part of penalty, the Price of Supply of Green Ammonia (Rs./kg) shall be reduced @Rs. 0.02 per kg on per day basis and proportionate to the balance capacity not commissioned/commenced supply. For example, in case a Project of 20000 MT capacity has been allocated at a Price of Supply of Rs. 50 per kg, if commissioning of 5000 MT capacity is delayed by 20 days beyond the date as on 6 months after SCSD, then the revised Price of Supply of Green Ammonia (in Rs./kg) shall be: $50 - \{0.02 \times 20 \times (5000/20000)\}$. This penalty is over and above the penalty imposed as per Article 4.6.1 (a) above.</p> <p>b) For delay in commencement of Green Ammonia supply beyond the date as on 12</p>

		<p>b) For delay in commencement of Green Ammonia supply beyond the date as on 12 months from SCSD, the following shall be applicable:</p> <p>i. The awarded capacity shall stand reduced to the Project Capacity that has commenced supply of Green Ammonia until the date as per Clause 4.6.1.a above, and GAPA for the balance awarded capacity will stand terminated.</p> <p>ii. PBG amount commensurate to the Project capacity not commenced supply of Green Ammonia until the above deadline will be encashed.</p> <p>iii. The price of supply of Green Ammonia shall be revised as per clause 4.6.2 above.</p> <p>However, SECI has the full right to give extension to GAPs beyond the time line as mentioned above in case reason of delay is beyond the reasonable control of GAP.</p>	<p>months from SCSD, the following shall be additionally applicable:</p> <p>i. The awarded capacity shall stand reduced to the Project Capacity that has commenced supply of Green Ammonia until the date as per Article 4.6.2.a above, and GAPA for the balance awarded capacity will stand terminated.</p> <p>ii. The price for GA supply for the finally accepted capacity as on the date as per Clause 4.6.2.b.i. shall be the weighted average of the prices of supply of Green Ammonia applicable for each of the part commissioned capacities and the same shall be applicable for the GA supply for the remaining term of GAPA.</p> <p>However, SECI has full right to grant extension to the GAP beyond the time line as mentioned above in case reason of delay is beyond the reasonable control of GAP.</p>
92	4.10.2	<p>Addendum to the Article</p> <p>In case the Procurer has intimated GAP/SECI in the ongoing supply period i.e., quarter/month, as applicable, regarding its inability to off-take up to 10% of the Scheduled amount of Green Ammonia in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) then the Procurer is not liable to pay any compensation/Penalty to the GAP for such shortfall in off-take.</p> <p>Further, in case Procurer intimates GAP/SECI in the ongoing supply period i.e., quarter/month, as applicable, regarding its inability to off-take more than 10% of the Scheduled amount of Green Ammonia in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) and GAP is able to sell Green Ammonia to any other party in the corresponding Supply Schedule, then Procurer is liable to compensate the GAP price differential corresponding to shortfall in off-take beyond 10% of the scheduled quantum of supply. In case GAP fails to produce such quantity within that Supply Schedule period, then Procurer is not liable to pay compensation to GAP.</p> <p><u>Illustration:</u></p>	

			to carry out its independent inspection of the GA for quality and quantity received at the Delivery Point, at its own cost including demurrage, if any applicable due to holding of container/ Supply Vessel for this purpose. In case of any dispute due to discrepancy in test certificates for quality of Green Ammonia in the tests conducted at loading point and delivery point, the test may be conducted through an agency nominated by MNRE or Department of Fertilizer at the delivery point. The test certificate, as submitted by the said agency, shall be final and binding on all the parties. Further, the cost for conducting such test and any other charges, as required, shall be borne by the party whose claim, regarding quality has been found incorrect.
96	8.1.2	Production Facility inspection prior to incentive disbursement: For each of the years in which the GAP is eligible for disbursement of incentive (“Incentive years”), the assessment of the GAP’s claims for eligibility of incentive will be carried out as follows:	For each of the years in which the GAP is eligible for disbursement of incentive (“Incentive years”), the assessment of the GAP’s claims for eligibility of incentive will be carried out as per the RfS.
97	8.1.11	New Clause The Incentive may be disbursed quarterly, provided that GAP obtains Green Ammonia Certification in accordance with the established certification scheme subject to reconciliation on annual basis. In this case, clauses 8.1 and 8.2 shall be suitably modified accordingly.	
98	8.2.4	New Clause In case, GAP has produced Green Ammonia but due to Procurer’s inability to off take, GAP is unable to supply the Green Ammonia to the Procurer, then the incentive for the Green Ammonia Production and Supply shall be calculated as follows: <ol style="list-style-type: none"> Green Ammonia is sold to any other party: GAP shall submit the supporting documents for quality compliance, quantity sold (invoice, delivery challan, etc.) and certification of Green Ammonia along with other documents as mentioned in the RfS. Green Ammonia is stored and GAP is unable to sell the Green Ammonia: The incentive will be calculated on the quantum of Green Ammonia produced up to a 	

		<p>maximum of the Supply Schedule quantity. GAP shall submit the supporting documents for quality compliance, quantity produced and certification of Green Ammonia along with other documents as mentioned in the RfS.</p> <p>Further, GAP should ensure that the incentive once claimed for a consignment of Green Ammonia then the same consignment of Green Ammonia should not be submitted for claiming incentive again.</p>	
99	9.1.1	...ordinarily merit maintenance of and as required under the Financing Agreements, Implementation and Support Agreement and under the applicable laws.	...ordinarily merit maintenance of and as required under the Financing Agreements, GAPA, and under the applicable laws.
100	10.1	<p>Addendum to the Article</p> <p>Reduction in Price of Supply, if any, shall be governed by Article 4.6.2.</p>	
101	11.2.1	The GAP shall issue to SECI hard copy of a signed Monthly Bill/Periodic Bill/Supplementary Bill for the relevant period based on the issuance of Acceptance Certificate along with all relevant documents	The Green Ammonia Producer (GAP) shall issue to SECI hard copy of a signed Monthly Bill/Periodic Bill/Supplementary Bill for the relevant period on any Business Day based on the issuance of Acceptance Certificate along with all relevant documents. Upon submission of invoice by GAP, the invoice along with the relevant documents will be verified and SECI shall issue monthly/periodic bill to Procurer on the date of acceptance of the monthly/periodic bill in hard copy from GAP (SECI shall accept the invoice from GAP not later than 2 working days from date of its receipt.)
102	11.6.2	<p>The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:</p> <p>a. for the first Contract Year, equal to three times of the estimated average monthly billing or;</p> <p>b. for each subsequent Contract Year, equal to three times of the average of the monthly billing of the previous Contract Year.</p>	<p>The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:</p> <p>a. for the first Contract Year, equal to the estimated average monthly billing or;</p> <p>b. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.</p>

103	11.6.9	Addendum to the Article A Payment Security Mechanism, if notified by MNRE & if applicable, will be extended to the Project under this Agreement.	
104	11.7.2	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within thirty (30) days of receiving such Bill...	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay complete undisputed amount and 50% of disputed amount, and it shall within thirty (30) days of receiving such Bill...
105	11.7.7	....obligation to make payment of 50% of the invoice amount in the Monthly/Periodic Bill.	....obligation to make payment of complete undisputed amount and 50% of disputed amount in the Monthly/Periodic Bill.
106	12.3.1 (d)	An event of Force Majeure identified under GASA, thereby affecting delivery of Green Ammonia from GAP to Procurer(s).	During the operation period of the Project, any breakdown/unavailability of transmission infrastructure (i.e., ISTS/STU/DISCOM), interrupting the RE power supply to the Project.
107	12.3.1 (e)	New Article	An event of Force Majeure identified under GASA, thereby affecting delivery of Green Ammonia from GAP to Procurer(s).
108	15.1.1	The term “SECI” in this Article shall be read as “SECI and Procurer”	
109	15.5.1	.....It is however, specifically agreed that the payment of money becoming due from the SECI to the GAP under this Agreement for supply of Green Ammonia to the extent of the Contracted Capacity shall not be on a back to back basis and will be as per the recourse under the Payment Security Mechanism provided in the GAPA and GASA.	.....It is specifically agreed that the payment of money becoming due from the SECI to the GAP under this Agreement for supply of Green Ammonia to the extent of the Contracted Capacity shall be on a back to back basis and will be made subsequent to receipt of the same from the Procurer under the GASA.
Amendments in the GASA document			
110	Recital D	SECI had initiated a Tariff Based Competitive Bid Process for procurement of 5,39,000 MT/annum of Green Ammonia	SECI had initiated a Tariff Based Competitive Bid Process for procurement of 7,24,000 MT/annum of Green Ammonia
111	Recital H	New Clause .....(Insert name of the GAP), a Company incorporated under the Companies Act, 1956/2013, having its registered office at _____(insert address of registered office of the GAP) has agreed to sign this Agreement in the capacity as a	

		Confirming Party to this Agreement.	
112	Recital II	Addendum to the Clause The duration of this Agreement shall be co-extensive and co-terminus with the duration of the Green Ammonia Purchase Agreement to be entered into between the SECI and the GAP for all intent and purposes. This Agreement may be extended beyond the Term as per Article 2.2, for an additional period upto 25 years, or more, based on mutually agreed terms and conditions with respect to the Term and Price of Supply for the extended Term. Such extension may be carried out at least one hundred eighty (180) days prior to the Expiry Date.	
113	Recital XI	The Procurer shall be responsible for directly coordinating and dealing with the GAP, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Green Ammonia contracted under this Agreement;	The Procurer shall be responsible for directly coordinating and dealing with the GAP through SECI, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Green Ammonia contracted under this Agreement. Procurer acknowledges SECI as an intermediary to facilitate the promotion of Green Ammonia Projects and sell of Green Ammonia to Procurer and understands that SECI, given its limited scope of operations, does not intend to take an active role in the handling of the Green Ammonia apart from the obligations expressly assumed in the GAPA and GASA. The handling of the Green Ammonia will generally be the responsibility of the GAP until delivery at the Delivery Point and it is expected that Procurer primarily liaise with GAP;
114	Recital XII	New Clause SECI under GAPA shall cause GAP to deliver Green Ammonia directly to Procurer at the Delivery Point. Till the successful delivery of GA at Delivery Point, risk of loss shall remain with GAP and after delivery of GA with Procurer.	
115	1.1	The Price of Supply applicable for the sale of Green Ammonia by GAP through SECI to the Procurer under this Agreement shall be the Price of Supply as determined under the RfS fixed for entire term of agreement....	The Price of Supply applicable for the sale of Green Ammonia by GAP through SECI to the Procurer under this Agreement shall be the Price of Supply as determined under the RfS/GAPA fixed for entire term of agreement....
116	2.1.1	Addendum to the Article For eg., in case of the Price of Supply as per GAPA being Rs. 50/kg for “A” kg in a particular Supply Schedule as per GAPA, the invoice raised by SECI to the Procurer	

		shall be for a lumpsum amount of Rs. (52 x A)+applicable taxes.	
117	2.1.2	...Acceptance Certificate by Procurer to GAP along with all relevant documents. However, hard copy...	...Acceptance Certificate by Procurer to GAP along with all relevant documents within 2 working days from receiving monthly/periodic bill from GAP. However, hard copy...
118	2.1.3	Procurer shall issue the Acceptance Certificate within 15 days from the actual delivery after performing (directly/external agency) Quality & Quantity assessment...	Procurer shall issue the Acceptance Certificate at the time of delivery/unloading of the GA consignment after performing (directly/external agency) Quality & Quantity assessment, if tested...
119	2.5.2 (a)	for the first Contract Year, equal to 3 (three) times of the estimated average monthly or equivalent to 1 quarter of billing as applicable...	for the first Contract Year, equal to the estimated average monthly or equivalent to one-third of 1 quarter of billing as applicable...
120	2.5.2 (b)	for each subsequent Contract Year, equal to 3 (three) times of the average of the monthly Payments or payment equivalent to 1 quarter of the previous Contract Year ...	for each subsequent Contract Year, equal to the average of the monthly Payments or payment equivalent to one-third of 1 quarter of the previous Contract Year...
121	2.6	Payment Security Fund	Not Used
122	2.7.3	If the SECI agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.8.2, the SECI...	If SECI agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.7.2, SECI....
123	2.7.5	Upon receipt of the Bill Disagreement Notice by the Procurer under Article 2.8.4, authorized representative(s)	Upon receipt of the Bill Disagreement Notice by the Procurer under Article 2.7.4, authorized representative(s).....
124	2.7.2	If Procurer disputes the amount payable under a Monthly/periodic Bill it shall pay undisputed amount or 50% of the invoice amount, whichever is higher and it shall...	If Procurer disputes the amount payable under a Monthly/periodic Bill it shall pay complete undisputed amount and 50% of disputed amount and it shall....
125	2.7.7	...obligation to make payment of undisputed amount or 50% of the invoice amount, whichever is higher in the Monthly/Periodic Bill.	...obligation to make payment of complete undisputed amount and 50% of disputed amount in the Monthly/Periodic Bill.
126	2.9.1	Addendum to the Article The GAP is allowed to meet maximum 5% of the committed annual Green Ammonia Supply quantum through third party/other sources subject to the condition that the Green Ammonia supplied through this route meets the Green Ammonia criteria as	

		<p>prescribed/defined under the NGHM and the Green Ammonia Certification has been obtained by GAP for such supplied quantum.</p> <p>In case the GAP intimates the Procurer regarding shortfall in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) and the Procurer is able to procure the shortfall quantity of Green Ammonia/Ammonia from any other source in the corresponding Supply Schedule, then the GAP is liable to compensate the Procurer the Price differential.</p> <p><u>Illustration:</u> Suppose the Price of Supply of Green Ammonia is Rs. 50/kg, the Supply Schedule is quarterly and GAP has intimated Procurer and SECI on 1st June 2028 that there will be a shortfall of 'X' MT (i.e. shortfall beyond the allowed limit of 10%) of Green Ammonia in the next quarter i.e from 1st July 2028 to 30th September 2028. Subsequently the Procurer is able to procure the 'X' MT of Ammonia from open market in the same quarter i.e. 1st July 2028 to 30th September 2028. Then the compensation to be paid by the GAP shall be as follows:</p> <ol style="list-style-type: none"> In case the Procurer procures the Ammonia/Green Ammonia at Rs. 60/kg from open market then GAP is liable to pay compensation @ Rs.10 per kg (60-50). In case the Procurer procures the Ammonia/Green Ammonia at Rs. 40/kg from the open market then GAP is liable to compensation @ Rs.10 per kg (50-40). <p>The maximum price at which the ammonia is procured shall be considered for the above calculation. Further, in case the Procurer has not procured such shortfall quantum of Ammonia/Green Ammonia during such period then GAP is not liable to pay any compensation to Procurer.</p>
127	2.11.2	<p>Addendum to the Article</p> <p>In case the Procurer has intimated GAP/SECI in the ongoing supply period i.e., quarter/month, as applicable, regarding its inability to off-take up to 10% of the Scheduled amount of Green Ammonia in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) then the Procurer is not liable to pay any compensation to the GAP for such shortfall in off take.</p> <p>Further, in case Procurer intimates GAP/SECI in the ongoing supply period i.e., quarter/month, as applicable, regarding its inability to off-take more than 10% of the Scheduled amount of Green Ammonia in the forthcoming Supply Schedule (for e.g. next quarter in case of quarterly Supply Schedule) and GAP is able to sell Green Ammonia to any other party in the corresponding Supply Schedule, then Procurer is liable to compensate the GAP price differential corresponding to shortfall in off-take beyond 10% of the scheduled quantum of supply. In case GAP fails to produce such quantity within that Supply Schedule period, then Procurer is not liable to pay compensation to GAP.</p>

		<p><u>Illustration:</u></p> <ol style="list-style-type: none"> 1. Supply price of GA: Rs. 50/kg 2. Quarterly demand: 1000 kg 3. Next supply schedule: 1 July'28- 30 Sept'28 4. Demand Shortfall intimation by procurer: 15th June'28 5. Quantum of shortfall: 200 kg (20%) 6. Sale price realized by GAP for shortfall qt. (sl. 5) <ol style="list-style-type: none"> a. 50 kg: Rs. 20/kg b. 50 kg: Rs. 25/kg c. 100 kg: Rs. 30/kg 7. Compensation/penalty to be paid by procurer (limited to shortfall beyond 10% of the scheduled supply quantum): <ol style="list-style-type: none"> a. 100kg x (50-30)= Rs. 2000 <p>The maximum price at which the Green Ammonia is sold shall be considered for the above calculation.</p> <p>It is to clarify that such penalty shall be paid by the Procurer to GAP only incase when the GAP has produced such Green Ammonia. Further, in case GAP fails to sell such quantity to any other party within that Supply Schedule period, then Procurer is not liable to pay compensation to GAP.</p>	
128	3.2.5.2	... and at its discretion require the defaulting Procurer to pay to the GAP, damages, equivalent to 36 (thirty-six) months, or balance GAPA period...	... and at its discretion require the defaulting Procurer to pay to the GAP, damages, equivalent to 36 (thirty-six) months' billing amount, or balance GAPA period...
129	3.5	<p>New Article</p> <p>SECI Event of Default</p> <p>The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SECI's Event of Default:</p> <ol style="list-style-type: none"> i. SECI fails to supply Green Ammonia through GAP to the Delivery Point for a period of at least 12 consecutive Supply Schedules, after the commencement of Supply of Green Ammonia, throughout the Term of this Agreement. ii. if (a) SECI becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against SECI, or (c) SECI goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, <p>Provided that a dissolution or liquidation of SECI will not be a SECI's Event of</p>	

		<p>Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to SECI and expressly assumes all obligations of SECI under this Agreement and is in a position to perform them; or</p> <p>iii. SECI repudiates this Agreement and does not rectify such breach within a period of sixty (60) days from a notice from Procurer in this regard; or</p> <p>iv. except where due to any SECI's failure to comply with its material obligations, SECI is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by SECI within sixty (60) days of receipt of first notice in this regard given by the Procurer.</p> <p>v. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of SECI.</p>
130	3.6	<p>New Article</p> <p>Procedure for SECI Event of Default</p> <ol style="list-style-type: none"> 1. Upon the occurrence and continuation of any SECI's Event of Default under Article 3.5, Procurer shall have the right to deliver to SECI a notice, stating its intention to terminate this Agreement (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice. 2. Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances. 3. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement. 4. Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, Procurer may terminate this Agreement by giving a written Termination Notice of thirty (30) days to SECI. 5. Subject to the occurrence and continuation of default by as contained under Article 3.5 and before expiry of time period of 30 days as per Article 3.6.4, <ol style="list-style-type: none"> a. Subject to the prior consent of the Procurer, SECI shall novate its part of the GASA to any third party, including its Affiliates within the period of 210 days beyond the period as per Article 3.6.4, b. In the event the aforesaid novation is not acceptable to Procurer, or if no offer of novation is made by SECI, then Procurer on expiry of 30 days as provided in article 3.6.4 may terminate the GASA and at its discretion require the GAP to pay to the Procurer, damages, equivalent to 36 (thirty-six) months' billing

		<p>amount, or balance GAPA period, whichever is less, for its contracted capacity with the stipulated availability.</p> <p>6. Notwithstanding anything stated above, any of the SECI's event of default originated due to GAP's "Event of Default" and leading to termination of GASA as per Sl. No. 5 (b) above. SECI's obligation to pay damages/compensation as per Sl. No. 5 (b) above will be limited up to amount recovered from GAP.</p>	
131	3.3.1	<p>If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.5.2 of the GAPA; termination of the GAPA shall be caused solely at the discretion of SECI and there shall not be any liability (to SECI or Procurer) arising out of such termination. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.</p>	<p>If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.5.2 of the GAPA, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.</p>
132	3A	<p>New Article</p> <p>Force Majeure</p> <p>In this Article, the following terms shall have the following meanings:</p> <p>1. Affected Party:</p> <p>An affected Party means SECI or the Procurer whose performance has been affected by an event of Force Majeure.</p> <p>2. Force Majeure:</p> <p>A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Industry Practices:</p> <p>a. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);</p> <p>b. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or</p>	

		<p>military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or</p> <p>c. Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Green Ammonia Project by the Affected Party or those employed or engaged by the Affected Party.</p> <p>d. During the operation period of the Project, any breakdown/unavailability of transmission infrastructure (i.e., ISTS/STU/DISCOM), interrupting the RE power supply to the Project.</p> <p>e. Government's direction regarding shutting down of Procurer's plant or shutting down of production of DAP & NPK for reasons not attributable to Procurer.</p> <p>f. An event of Force Majeure identified under GAPA, thereby affecting delivery of Green Ammonia from GAP to Procurer.</p> <p>3. Force Majeure Exclusions:</p> <p>Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:</p> <p>a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Project;</p> <p>b. Delay in the performance of any contractor, sub-contractor or their agents;</p> <p>c. Non-performance resulting from normal wear and tear typically experienced in Green Ammonia Production/Fertilizer plant materials and equipment;</p> <p>d. Strikes at the facilities of the Affected Party;</p> <p>e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and</p> <p>f. Non-performance caused by, or connected with, the Affected Party's:</p> <p>i. Negligent or intentional acts, errors or omissions;</p> <p>ii. Failure to comply with an Indian Law; or</p> <p>iii. Breach of, or default under this Agreement.</p> <p>4. Notification of Force Majeure Event</p> <p>a. The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such</p>
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>reinstatement. The other Party shall respond on the claim of the Affected Party within 15 days of receipt of the said intimation of Force Majeure.</p> <p>b. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.</p> <p>c. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PPA, as soon as practicable after becoming aware of each of these cessations.</p> <p>5. Duty to Perform and Duty to Mitigate</p> <p>To the extent not prevented by a Force Majeure Event pursuant to Article 3A.2 above, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.</p> <p>6. Available Relief for a Force Majeure Event</p> <p>Subject to this Article 3A:</p> <p>a. no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;</p> <p>b. every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 3.3;</p> <p>c. For avoidance of doubt, Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be neither suspended nor excused due to the occurrence of a Force Majeure Event in respect of such Party.</p> <p>d. Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.</p>
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

133	4.3A	<p>New Clause</p> <p>1. Indemnity</p> <p>a. Procurer shall indemnify, defend and hold SECI and/or GAP harmless against:</p> <ol style="list-style-type: none"> i. any and all third party claims against SECI and/or GAP for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Procurer of any of its obligations under this Agreement or due to the Procurer's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and ii. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by SECI and/or GAP from third party claims arising by reason of a breach by the Procurer of any of its obligations under this Agreement, (provided that this Article 4.3A shall not apply to such breaches by the Procurer, for which specific remedies have been provided for under this Agreement). <p>b. SECI shall cause the GAP to indemnify, defend and hold Procurer harmless against:</p> <ol style="list-style-type: none"> i. any and all third party claims against Procurer, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by GAP of any of their obligations under this Agreement; and ii. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered by Procurer from third party claims arising by reason of a breach by GAP of any of its obligations. In so far as indemnity to Procurer is concerned, GAP shall be the indemnifying party and not SECI. <p>2. Procedure for claiming Indemnity</p> <p>a. <u>Third party claims:</u></p> <ol style="list-style-type: none"> i. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 1.a.i and Article 1.b.i, the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 1.a.i. and Article 1.b.i. in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. <p>Provided however that, if:</p> <ol style="list-style-type: none"> (i) the Parties choose to refer the dispute to Appropriate Authority; and (ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute, <p>The Indemnifying Party shall become liable to pay the claim amount to the</p>
-----	------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.</p> <p>ii. The Indemnified Party may contest the claim by referring to the Appropriate Authority for which it is entitled to be Indemnified under Article 1.a.i and Article 1.b.i and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.</p> <p>An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.</p> <p>3. Indemnifiable Losses</p> <p>Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 1.a.ii. and Article 1.b.ii. the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article, such event shall constitute a payment default under Event of Default.</p>
--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 multiple response to the project(s) under this RfS for ‘Selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost-Based Competitive Bidding under SIGHT Scheme (Mode-2A-Tranche-I)’.

We are submitting this response for development of Green Ammonia Production and Supply Project: -

Cumulative Quoted Capacity (in MT)*	
--------------------------------------------	--

**Note: the Cumulative Quoted Capacity should be less than or equal to the capacity corresponding to the Net-Worth in the line with the Financial Qualifying Requirement as per clause 35.1 of the RfS.*

Further, we are willing to participate in the e-RAs for the following project(s), however, we accept that we will be awarded capacities equal to or less than the cumulative quoted capacity:-

Production Facility/ Project (Name of Procurer)	Location of Procurer's plant	Participation in e-RA (Yes/ No)*	Tentative Project Location(s)	Proposed Mode of delivery[#]	Details of RE Supply⁺
Project-I (IFFCO)	Kandla, Gujarat				
Project-II (IFFCO)	Paradeep, Odisha				
Project-III (MFL)	Manali, Chennai, Tamil Nadu				
Project-IV (GNFC)	Bharuch, Gujarat				
Project-V (PPL)	Paradeep, Odisha				
Project-VI (PPL)	Zuarinagar, Goa				
Project-VII (IIPL)	Haldia, West Bengal				
Project-VIII (MCFL)	Panambur, Mangalore, Karnataka				
Project-IX (CIL)	Vishakhapatnam, Andhra Pradesh				
Project-X (CIL)	Kakinada, Andhra Pradesh				
Project-XI (KPL)	Meghnagar, M.P.				
Project-XII (MBAPL-II)	Sagar, M.P.				
Project-XIII (MBAPL-III)	Dhule, Maharashtra				

*(‘No’ or Blank cell will be assumed as non-participation)

[#] (pipeline, tankers, or any other mode (specify the mode in case of any other mode))

⁺ (Quantum of RE required and Source of RE to be specified in the column (i.e. Setting up the own plant/ tying-up with third party through a PPA))

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, including our Ultimate Parent Company, Parent Company, Affiliate, Group Companies, have submitted the bid for or have been allocated the following Green Hydrogen Capacity.

Mode of SIGHT Scheme	Details of Tender#	Bid Capacity for Green Hydrogen Production (MT)*	Allocated Capacity of Green Hydrogen (MT)*
Mode-1			
Mode-2B			

2. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard GAPA and GASA documents attached thereto, issued by SECI. In token of our acceptance to the RfS, GAPA and GASA 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. We shall ensure that the GAPA is executed as per the provisions of the RfS and provisions of GAPA and shall be binding on us. Further, we confirm that the commencement of Green Ammonia supply from the full Project capacity within the deadline as per Clause 9 of the RfS. We agree to become the confirming party in the GASA in case of our selection and signing of GASA for the corresponding Project.

3. 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/Insurance Surety Bond no. [Insert bank guarantee/POI/Insurance Surety Bond number] dated [Insert date of bank guarantee/POI/Surety Bond] as per Format 7.3A/7.3B/7.3E from [Insert name of bank providing bank guarantee/POI/Surety Bond issuing agency] and valid up to.....in terms of Clause No. 16 of this RfS. The total capacity of the Production Facility for supply of Green Ammonia offered to be set up by us is MT [Insert cumulative capacity proposed]. (strike off whichever is not applicable)

4. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee/POI/Surety Bond of the requisite value(s) towards PBG, Success Fees for the selected Project, within due time as mentioned in Clause Nos. 16 and 17 of this RfS on issue of LoA by SECI for the selected Project and/or we are not able to sign GAPA with SECI 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.

5. 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.
6. 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.
7. 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 Suppliers.
8. We undertake to submit necessary documents to SECI in support of the Incentive claimed for a particular year based on actual production and supply of Green Ammonia in the year (MT) and incentive (Rs./kg of Green Ammonia).
9. We undertake that the decision of SECI/MNRE would be final and binding upon us with respect to release of incentives.

10. 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.

11. 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 and execute the GAPA, in the event of our selection as Successful Bidder.

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 prior to signing of GAPA with SECI, 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 12 months from the last date of submission under this 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 a Supplier's event of default under GAPA and consequent provisions of GAPA 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 OF INSURANCE SURETY BOND TOWARDS EMD

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To,

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

Dear Sir,

In accordance with your RfS No.dated, M/s[*Insert name of the Bidder*] having its Registered/Head Office at..... [*Insert address of the bidder*] (Hereinafter referred to as 'Bidder') wish to participate in the said bid for[*Insert name of the RfS*].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of..... [*Insert amount not less than that derived in line with Clause 16 of the RfS*] valid for.....[*insert date of validity in accordance with Clause No. 16 of this RfS*] required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the..... [*Insert name of the "Insurer"*] having our Head Office at[*Insert address of the Insurer*] guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of [*Insert amount not less than that derived in line with Clause 16 of the RfS*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid up to..... [*insert date of validity in accordance with Clause No. 16 of this RfS*]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s[*Insert name of the Bidder*] on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

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

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

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

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this Day of 20..... at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

Email id of the Branch for confirmation of this Bond:

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To

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

Dear Sir,

In consideration of Solar Energy Corporation of India Limited (hereinafter referred to as SECI which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... *[Insert name of Green Ammonia Producer]*..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Successful Bidder' or 'Green Ammonia Producer' or 'GAP', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), in response to the RfS No. dated....., issued by SECI by issuing Letter of Award No.dated..... for production and supply of Green Ammonia of MT/annum and the same having been unequivocally accepted by the Successful Bidder/GAP, resulting into a Green Ammonia Purchase Agreement (GAPA) to be entered, for purchase of Green Ammonia [from selected GAP or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the Successful Bidder/GAP having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees[Total value] only.

We [Name & Address of the Insurer] having its Head Office at (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay SECI unequivocally, irrevocably and unconditionally, on demand any and all amount payable by the GAP to the extent of amount up to and not exceeding Indian Rupees [Total value] on behalf of M/s [Insert name of the selected GHP] as aforesaid at any time up to [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the GAP. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the GAP or any dispute pending before any Court, Tribunal,

Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the GAP for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, SECI shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the GAP, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the in the Green Ammonia Purchase Agreement between SECI and GAP or any other course or remedy or security available to SECI. The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that SECI at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the GAP and notwithstanding any security or other guarantee that SECI may have in relation to the GAP's liabilities.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of GAP] and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond 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 GAPA/RfS.

Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is restricted to INR (Indian Rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s [GAP's Name] on whose behalf this Insurance Surety Bond has been given.

Dated this..... Day of..... 20..... at.....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer stamp)

Email id of the Branch for confirmation of this Bond:

Power of Attorney No.

Date.....

WITNESS :

1.....

(Signature)

.....

(Name)

.....

(Official Address)

2.

(Signature)

.....

(Name)

.....

(Official Address)

Notes:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SECI shall be the Creditor, the GAP shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of GAP/Insurer issuing the Insurance Surety Bond.

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 that we, including our Parent or Affiliate or Ultimate Parent or any Group Company, have not submitted/been awarded Green Hydrogen equivalent production capacity more than 2,25,000 MT/annum cumulatively across all the Modes and Tranches under the Strategic Interventions for Green Hydrogen Transition (SIGHT) programme of the National Green Hydrogen Mission.

We further undertake that, in case of our selection as successful Bidder, we will submit the undertaking as per Clause 5.5 of the RfS. 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 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)

UNDERTAKING & DECLARATION

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

We hereby undertake the following to Solar Energy Corporation of India Limited, that as on date of submission of this undertaking & declaration,

1. The cumulative GH2 equivalent production capacity awarded to us, including our Parent or Affiliate or Ultimate Parent or any Group Company, across all the Modes and Tranches under the Strategic Interventions for Green Hydrogen Transition (SIGHT) programme of the National Green Hydrogen Mission is _____ MT/annum.
2. We, including our Parent or Affiliate or Ultimate Parent or any Group Company, have been awarded a cumulative capacity of _____ MT/annum of GH2 equivalent production capacity under this RfS, in line with Clause 5.2 of the RfS. We further undertake that we, including our Parent or Affiliate or Ultimate Parent or any Group Company, shall avail incentive for GH2 equivalent production capacity under any other Mode and Tranche under the SIGHT programme of the National Green Hydrogen Mission for the balance GH2 equivalent production capacity subsequent to the award of GH2 equivalent production capacity under this RfS, if the same shall be cumulatively less than 2, 25,000 MT/annum. In case the cumulative awarded GH2 equivalent production capacity to us, including our Parent or Affiliate or Ultimate Parent or any Group Company, becomes 2, 25,000 MT/annum, we shall withdraw the bids submitted by us, including our Parent or Affiliate or Ultimate Parent or any Group Company, against any other Mode and Tranche under the SIGHT programme of the National Green Hydrogen Mission. Further, we shall not submit any bid against any other Mode and Tranche under the SIGHT programme of the National Green Hydrogen Mission.
3. Further, in case, at any stage after the award/ allocation of GH2 or its equivalent production capacity to us under this tender it is found that we, including our Parent or Affiliate or Ultimate Parent or any Group Company, have been awarded/allocated cumulative GH2 equivalent production capacity more than 2, 25,000 MT/annum across all the Modes and Tranches under the SIGHT programme of the National Green Hydrogen Mission, SECI shall have the right to terminate the GH2 equivalent production capacity awarded to us under this tender and encash the PBG amount for this terminated capacity.

(Signature, Name & Designation of the Authorized Signatory)