

**SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI**

Ref No. SECI/C&P/MI/00/0002/2024-25/Amendment-04

Dated:16.05.2025

Amendment-04 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
Amendments in the RfS document			
1	9.7	<p>New Clause</p> <p>In cases of delay in commissioning of the Project beyond SCSD on account of events not covered under Articles 4.5.1.a/b/c of the GAPA, and yet, being beyond reasonable control of the GAP, such matters will be referred to the Scheme Monitoring Committee constituted under the Scheme Guidelines, for necessary directions in cases seeking extension of SCSD up to 6 months. Cases falling under the category mentioned above, but seeking SCSD extension beyond 6 months, can be referred to the Dispute Resolution Committee constituted by MNRE. Such matters will be dealt on case-to-case basis.</p>	
2	15.1.a.	GAP shall submit documents/lease agreement to establish possession/right to use for 25% of the required land in the name of the GAP for a period not less than the complete term of the GAPA, within 6 (six) months from the Effective Date of GAPA. GAP shall also demonstrate the possession/right to use of 100% of the required land within 12 (Twelve) months from the Effective Date of GAPA. Wherever leasing...	GAP shall submit documents/lease agreement to establish possession/right to use for 100% of the required land in the name of the GAP for a period not less than the complete term of the GAPA, within 12 (twelve) months from the Effective Date of GAPA. Wherever leasing...
3	16.1	...quoted projects, in the form of Bank Guarantee according to Format 7.3A and valid for a period up to 12 months from the last date of bid submission,quoted projects, in the form of Bank Guarantee according to Format 7.3A and valid for a period up to 9 months from the last date of bid submission, ...
4	17.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ Rs. 12,500 per MT corresponding to the cumulative Annual Production and Supply Capacity of Green	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ Rs. 7,500 per MT corresponding to the cumulative Annual Production and Supply Capacity of Green Ammonia for the allocated

		Ammonia for the allocated projects to them, prior to signing of GAPA....	projects to them, prior to signing of GAPA....
5	23.x.d.	Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (whichever is applicable), shall be required to be submitted.	Certified copies of annual audited accounts for Financial Year (FY) 2023-24/provisional audited accounts for FY 2024-25, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the end of FY 2023-24/2024-25 (whichever is applicable), shall be required to be submitted.
6	28	The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months from the last date of submission of response to RfS (“Bid Validity”) ...	The Bidder shall submit the response to RfS which shall remain valid up to the date as on 6 months from the last date of submission of response to RfS (“Bid Validity”) ...
7	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 cumulative quoted annual production and supply capacity of Green Ammonia, as on the last date of previous Financial Year, i.e. FY 2023-24. ...	The Net Worth of the Bidder should be greater than or equal to 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, as on the last date of previous Financial Year, i.e. FY 2023-24/2024-25. ...
8	35.4	A Company/Consortium/JV would be required to submit annual audited accounts for the last financial year, 2023-24, along with net worth certificate. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located. <u>Note:</u> In case of foreign Bidders, in the event the Bidder is unable to furnish the	A Company/Consortium/JV would be required to submit annual audited accounts for financial year 2023-24/provisional audited accounts for financial year 2024-25, along with net worth certificate. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts/provisional audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

		audited annual accounts for the previous financial year. ...	<u>Note:</u> In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts/provisional audited accounts for the previous financial year. ...
9	Format 7.1	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.	15. We confirm that all the terms and conditions of our Bid are valid up to 6 months from the last date of submission under this RfS.
10	Format 7.6 as on the last date of Financial Year 2023-24.... as on the last date of Financial Year 2023-24/2024-25....
Amendments in the GAPA document			
11	2.2.1	... 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.	... This Agreement may be extended beyond the Term as per Article 2.2, for an additional period upto 10 years, or more, based on mutually agreed terms and conditions. During the extended Term, the Price of Green Ammonia Supply may be mutually agreed upon, taking into cognizance the market price/discovered price of Green Ammonia at the end of the original Term.
12	4.1.1(a)	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...	The GAP shall submit registered sale deed/lease agreement/ documents to establish possession/right to use for 100% 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 the deadline of compliance with Financial Closure conditions as per Article 3.4.1 of this Agreement. Wherever...
13	4.1.1(d)i	At the time of establishing possession/right to use for 25% of required land, an advance payment of	Deleted. (Accordingly, Article 4.1.1(d) ii. stands renumbered as 4.1.1(d) i.)

		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.	
14	4.5.1.d)	Any directions from Appropriate Authority with respect to extension of time.	Any directions from the MNRE with respect to extension of time.
15	4.6.2	<p>...</p> <p>b) For delay in commencement of Green Ammonia supply beyond the date as on 12 months from SCSD, the following shall be additionally applicable:</p> <ol style="list-style-type: none"> 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. 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>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>	<p>...</p> <p>b) For delay in commencement of Green Ammonia supply beyond the date as on 12 months from SCSD, the following shall be additionally applicable:</p> <ol style="list-style-type: none"> 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. 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. Illustration in this regard has been provided at Clause 9.5.d. of the RfS.

16	4.6.4	<p>New Article</p> <p>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 penalty for delay in commissioning or reduction in Price of Supply shall be applicable on the GAP till 12 months from SCSD, provided that such Green Ammonia supplied should have the required Green Ammonia Certification as per the MNRE Guidelines. It is expressly clarified that, in the above case also, if GAP fails to commission the project within twelve (12) months from the SCSD, then relevant provisions regarding penalties or delay and termination of capacity not commissioned, as outlined in clause 9.5 of the RfS, shall be applicable to GAP.</p> <p><i>Note: GAP shall not be eligible for any Incentive for Green Ammonia supplied through third party.</i></p>	
17	4.6.5	<p>New Article</p> <p>In cases of delay in commissioning of the Project beyond SCSD on account of events not covered under Articles 4.5.1.a/b/c of the GAPA, and yet, being beyond reasonable control of the GAP, such matters will be referred to the Scheme Monitoring Committee constituted under the Scheme Guidelines, for necessary directions in cases seeking extension of SCSD up to 6 months. Cases seeking SCSD extension beyond 6 months, will be referred to the Dispute Resolution Committee constituted by MNRE. Such matters will be dealt on case-to-case basis, and decisions of the above Committees, duly recommended by the MNRE, will be final and binding on all parties concerned.</p>	
18	7.2.2	<p>For transportation of GA (except through direct Pipeline till delivery Point), appropriate long-term logistics tie-ups shall be done by the GAP and such agreements for logistics shall be provided to SECI prior to commissioning of GA project.</p>	<p>Deleted.</p>
19	11.5.2	<p>New Clause</p> <p>The Rebate as per Article 11.5.1 shall be applicable only in case the same is mutually agreed to by the GAP and the Procurer prior to signing of GASA.</p>	
20	13.1.1	<p>In this Article 13, the term “Change in Law” shall refer to the occurrence of any of the following events pertaining to this project (excluding Renewable Energy Power plant and Transportation) only after ___ [Enter the date of financial bid opening] till SCSD, including any...</p>	<p>In this Article 13, the term “Change in Law” shall refer to the occurrence of any of the following events pertaining to this project (excluding Renewable Energy Power plant and Transportation) only after ___ [Enter the date as on 7 days prior to the last date of bid submission of</p>

			the referred RfS], including any...
21	13.1.1	<p>....</p> <p>but does not include-</p> <p>i. Any change in any withholding tax on income or dividends distributed to the shareholders of the GAP; or</p> <p>ii. Any event occurring after the SCSD/extended SCSD, which would not have affected the Project had the Project been commissioned before the SCSD/extended SCSD.</p>	<p>....</p> <p>but does not include-</p> <p>i. Any change in any withholding tax on income or dividends distributed to the shareholders of the GAP; or</p> <p>ii. Any event occurring after the SCSD/extended SCSD, which would not have affected the Project had the Project been commissioned before the SCSD/extended SCSD.</p> <p>iii. A Change in Law event affecting the construction and operation of the corresponding RE Project.</p> <p>iv. Change in Law event affecting the construction and operation of the transportation infrastructure/network /pipeline for delivery of Green Ammonia by the GAP to the Procurer.</p>
22	13.1.1.d.	<p>New Clause</p> <p>a change in taxes/duties/surcharges levied on purchase/off take of Renewable Energy for production of Green Ammonia.</p>	
23	17.3.1	<p>Dispute Resolution by the Appropriate Authority</p> <p>i)..... and relates to any matter agreed to be referred to the Appropriate Authority, shall be submitted to adjudication by the Appropriate Authority.</p> <p>ii) SECI shall be entitled to co-opt the Procurer(s) and/or the lenders (if any) as a supporting party in such proceedings before the Appropriate Authority.</p>	<p>Dispute Resolution by Dispute Resolution Committee (DRC)</p> <p>i)..... and relates to any matter agreed to be referred to the Dispute Resolution Committee (DRC) constituted by MNRE, shall be submitted to adjudication by the DRC.</p> <p>ii) SECI shall be entitled to co-opt the Procurer(s) and/or the lenders (if any) as a supporting party in such proceedings before the DRC.</p>
24	17.4.1	<p>Notwithstanding the existence of any Dispute and difference referred to the Appropriate Authority and save as the Appropriate Authority may otherwise direct by a final or interim order, the Parties hereto shall continue to perform</p>	<p>Notwithstanding the existence of any Dispute and difference referred to the DRC and save as the DRC/MNRE may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations</p>

		their respective obligations (which are not in dispute) under this Agreement.	(which are not in dispute) under this Agreement.
Amendments in the GASA document			
25	Recital II 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 up to 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. 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 up to 10 years, or more, based on mutually agreed terms and conditions. During the extended Term, the Price of Supply may be mutually agreed upon, taking into cognizance the market price/discovered price of Green Ammonia at the end of the original Term.
26	2.4.2	New Article The Rebate as per Article 2.4.1 shall be applicable only in case the same is mutually agreed to by the GAP and the Procurer prior to signing of GASA.	