

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
No. SECI/C&P/IPP/12/0016/24-25/Clarifications-01					Dated: 06.03.2025	
Clarifications to the queries on the 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.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	1.6	The same quantum of production and supply of Hydrogen and its derivatives is not eligible to receive incentives under two distinct modes of SIGHT Programme. For e.g., if a bidder gets incentive under Mode-1 of the SIGHT Programme for Green Hydrogen (GH2) production, incentive under Mode-2A can only be claimed for additional capacity, over and above the capacity on which incentive is claimed under Mode-1.	Request Modification : - The same quantum of production and supply of Hydrogen and its derivatives is not eligible to receive incentives under two distinct modes of SIGHT Programme. For e.g., if a bidder gets incentive under Mode-1 of the SIGHT Programme for Green Hydrogen (GH2) production, incentive under Mode-2A can only be claimed for additional capacity, over and above the capacity on which incentive is claimed under Mode-1 the production not claimed under Mode-1.	- There can be a situation wherein the hydrogen produced from the project is unable to be claimed under Mode-1. Hence, that additional production should be allowed to be claimed under Mode-2A.	As per the RfS, the same quantum of Green Hydrogen or its derivatives produced and supplied shall not be eligible for incentives under two distinct modes of SIGHT programme. Further, it is to clarify that Hydrogen or its derivatives production plant's rated capacity shall be cumulative of the rated capacity of production capacities for which the incentives have been claimed under different modes of SIGHT Scheme.
2	RfS	9.1	Commercial Operation Date (COD) shall be the actual date of commencement of supply of GA declared by Commissioning Committee appointed by SECI and/or Procurer.	Request Modification : - Commercial Operation Date (COD) shall be the actual date of commencement of supply of GA declared by Commissioning Committee appointed by SECI and/or Procurer.	- The agreement is between GAP and SECI. Hence, the commissioning committee should be appointed by SECI only and the COD should not be dependent on nod from the procurer.	As the procurer is the ultimate buying entity of the Green Ammonia produced and supplied under this RfS, the procurer has been made part of the Commissioning committee.
3	RfS	15.1 b iii	A letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU) as applicable, confirming technical feasibility of connectivity of the plant to STU/ CTU substation, if required.	Request Modification : - Bidder requests GAP's own RE plant to be treated at par with the RE producer. We request necessary provisions/guidelines to prioritise RE connectivity issued to those GAP who are issued LoA under the Mode-2A SIGHT scheme.	- SECI should take up with CTU/MNRE/MoP/CERC for consideration of LOA issued by SECI to GAP for granting the connectivity at CTU/STU SS.	The request submitted is beyond the scope of this RfS.
4	RfS	15.2 a	For the part of power requirement which GAP is going to meet through its own (including its Affiliates) renewable energy plant, it shall demonstrate the readiness of plant to supply power at least 6 months before SCSD. Such renewable energy plant shall be ready for commencement of supply of required power before the SCSD of GA Project.	Request Modification : - For the part of power requirement which GAP is going to meet through its own (including its Affiliates) renewable energy plant, it shall demonstrate the readiness of plant to supply power at least 6 months before SCSD. Such renewable energy plant shall be ready for commencement of supply of required power before the SCSD of GA Project.	- EMD and PBG should be the same as approved for Mode-1. - Bidder requests a timeframe before SCSD of RE plants as finding a buyer for a 6-month power supply would be challenging, and it may be an additional burden to the GAP. Hence, we request to kindly consider to allow commissioning of such RE plants should be in line with the SCSD of Green Ammonia Plant. Also, SECI may add provisions such that early commissioning of Renewable projects to be allowed if required by RPD such that the power/resource will not waste and may sell to SECI/third party/Exchange.	*For EMD and PBG, Tender Clause remains unchanged *As per clause 4.2A, in case of early commissioning of RE Plant, the RE Project Developer/GAP shall not be obligated to seek NOC to sell such power in exchange or to any other party till SCSD.
5	RfS	20.4 & 32	20.4 Successful Bidders will have to submit the required documents for signing of GAPA to SECI within 70 days from the issue of LoA or 30 days prior to the date of signing of GAPA (as intimated by SECI), whichever is earlier. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of GAPA. 32. Any checklist shared with GAP by SECI for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and GAPA must be timely submitted by the GAP.	Request Clarification: - SECI to provide the list of additional documents before bid submission.	- Advance intimation of such additional documents will help the bidder to stick to the specified timelines.	SECI shall share the list of documents required for signing of GAPA along with LoA or prior to signing of GAPA. However, any additional documents, if required, must be timely submitted by GAP.
6	RfS	26.2 II	The above fixed price of supply for the term of the GAPA shall be F.O.R. Destination basis and shall be binding on GAP and include all costs related to the Scope of Work as per the RfS and obligations of the GAP under the GAPA.	Request Modification : - The above fixed price of supply for the term of the GAPA shall be F.O.R. Destination or CFR port basis and shall be binding on GAP and include all costs related to the Scope of Work as per the RfS and obligations of the GAP under the GAPA.	- Most of the procurers import ammonia on a CFR basis eg IFFCO (Deendayal & Paradeep Ports) ,Coromandel International (Vizag, Kakinada and Ennore Ports) , Paradeep Phosphates (Paradeep Port) etc. The infrastructure at the port is already in place; hence, delivery of Ammonias on CFR basis should be allowed.	Tender conditions remain unchanged.

7	RfS	28	Validity of the Response to RfS 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").	Request Modification : - The Bidder shall submit the response to RfS which shall remain valid up to the date as on 180 (One Hundred Eighty) days from the last date of submission of response to RfS ("Bid Validity").	- Bidder requests this reduction which is in line with the Validity of the Response to RfS of 180 days (One Hundred and Eighty) as stated under Mode-1 of the SIGHT Programme for Green Hydrogen (GH2) production. - Most of the vendors offer prices with validity timeframe of upto 3 months.	Tender conditions remain unchanged.
8	RfS	34.4	In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS: Annexure to Form 7.8: Restriction on procurement from certain countries	Request Clarification: - This is with regard to mentioned clause and Annexure to Format 7.8 wherein a declaration is required to be submitted stating that bidder is not from country sharing border with India in accordance with MoF OM No. 7/10/2021-PPD(1) dated 23.02.2023. - It is submitted that while the Bidder will be from India, however, it may procure various equipment such as electrolyzers, etc. used for setting up the Green Hydrogen production facility from sub-vendors from the countries with whom India shares its land border. In such cases, an Indian bidder participating in the bid should be allowed to procure equipment's from sub-vendors located in countries which share its land border with India.	- This tender would require significant electrolyzer capacity (c. 2 GW) to meet the Green Ammonia production requirement. As India currently does not have sufficient manufacturing capacity for Electrolyser, it is imperative to allow procurement of competitively priced electrolyser from countries with which India shares its land border. This shall enable both the success of this tender and achieve lowest cost of green ammonia. Further, an import duty waiver should be considered for importing electrolyzers under this tender.	The GAP is required to comply with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications there to. Further, any waiver on import duty for importing electrolyzers under this tender is beyond the scope of this RfS.
9	RfS	35.1	Net-Worth 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, as on the last date of previous Financial Year, i.e. FY 2023-24.	Net-Worth i. The Net Worth of the Bidder should be equal to or greater than INR 5 2.5 Crores/Thousand MT per annum (Indian Rupees Five Crore per Thousand MT per annum) of quoted annual production and supply capacity of Green Ammonia, as on the last date of previous Financial Year, i.e. FY 2023-24.	- Bidder requests this reduction should be as in Mode-1 of the SIGHT Programme for Green Hydrogen (GH2) production wherein the Net-worth requirement is 15 Rs. Cr./Thousand MT of the quoted Production Capacity of Green Hydrogen.	The said qualification requirement has been kept in line with the Scheme Guideline issued by MNRE. Hence, Tender conditions remain unchanged.
10	RfS	15.2	Green Ammonia to be produced and supplied under this RfS can be produced by GAP using renewable energy from a co located renewable energy plant, or sourced from a remotely located renewable energy plants, whether set up by the GAP, or any third-party		- Would request to kindly elaborate " or sourced from a remotely located renewable energy plants". Can GAP set up non-co located RE plants (separate Wind and Solar plants) which will supply power to its green ammonia process plant.	Yes, GAP is free to setup non co located RE plants to supply power to its Green Ammonia Plant
11	SECI-GAP GAPA	4.4.2	Any excess production over and above as per Article 4.4.1, may be purchased by Procurer through SECI at the Price of Supply, provided the Procurer consents to purchase such Green Ammonia . The GAP shall be required to intimate SECI about the proposed excess quantum of Green Ammonia likely to be produced from the Project within any supply period, at least 30 days prior to the proposed date of commencement of excess production. SECI shall be required to intimate its approval/refusal to the GAP, for buying such excess production not later than 15 days of receiving the above offer from the GAP. In the event the offer of the GAP is not accepted by SECI within the said period of 15 deviation days, such right shall cease to exist and the GAP shall, at its sole discretion, may sell such excess Green Ammonia to any third party. The responsibility of safe disposable of any surplus Green Ammonia lies with the GAP.	Proposed Amendment: Any excess production over and above as per Article 4.4.1, may be purchased by Procurer through SECI at Price of Supply, provided the Procurer consents to purchase such Green Ammonia. The GAP shall be required to intimate SECI about the proposed excess quantum of Green Ammonia likely to be produced from the Project within any supply period, at least 45 days prior to the proposed date of commencement of excess production. SECI shall be required to intimate its approval/refusal to the GAP, for buying such excess production not later than 15 days of receiving the above offer from the GAP. In the event the offer of the GAP is not accepted by SECI within the said period of 15 deviation days, such right shall cease to exist and the GAP shall, at its sole discretion, may sell such excess Green Ammonia to any third party. The responsibility of safe disposable of any surplus Green Ammonia lies with the GAP.	- A minimum of 30 days is required to adequately find an alternate buyer and arrange for a suitable shipping solution. Explanation and highlighted line contradicts.	Tender conditions remain unchanged.

12	SECI-GAP GAPA	4.6.2 a	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.	Clarification: Please clarify whether PBG shall be encashed for awarded capacity commissioned between SCSD+6 months to SCSD + 12 months as per calculation provided in 4.6.1 a.	It is not explicitly clear whether PBG encashment shall be till SCSD + 6 months or till SCSD+12 months for delay in commissioning of awarded capacity.	The time period of SCSD+ 6months will be considered for PBG encashment for delay in commissioning of awarded capacity
13	SECI-GAP GAPA	4.7.1	Prior to commissioning of the Green Ammonia Project, the GAP shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the SECI/MNRE to carry out testing and certification for the Green Ammonia projects.	<u>Proposed Amendment:</u> Prior to commissioning of the Green Ammonia Project, GAP shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the SECI/MNRE to carry out testing and certification for the Green Ammonia projects based on standards clearly defined in this agreement. The testing and certification shall be conducted by an agency mutually agreed upon by GAP and SECI/MNRE. In the event of non-compliance with the certification requirements, a period of 180 days will be provided to GAP to achieve the necessary certification.	- The change ensures that GAP has a clarity on the standards required for certification, and outlining procedures to address delays and non-compliance.	Tender conditions remain unchanged.
14	SECI-GAP GAPA	11.6.1	SECI shall provide to the GAP, in respect of payment of its Monthly/Periodic Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the GAP in accordance with this Article.	<u>Proposed Addition:</u> GAP may suspend the delivery of any future delivery if SECI has any outstanding invoices that have not been paid by the applicable payment due date. Such suspended deliveries shall not constitute shortfall quantity as per Article 4.4.1 but shall constitute the unprocured quantity of Green Ammonia due to procurer inability to offtake as per Article 4.10.1. If the GAP suspends any future delivery but it is later determined by resolution of any dispute that such non-payment was justified, then such suspended deliveries shall constitute a shortfall quantity as per Article 4.4.1.	The clause is added to protect GAP by allowing it to suspend deliveries if payments are not made on time, helping them manage risks. At the same time, it protects SECI by allowing justified non-payments to be resolved fairly through a dispute process, ensuring both sides understand their obligations clearly.	Safeguard has been provided in such case of prolonged default in payment under Procurer's Event of Default. Hence, Tender Conditions remains unchanged.
15	SECI-GAP GAPA	13.1.1	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 enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in Price of supply, and includes-	<u>Proposed Amendment:</u> 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 enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in Price of supply, and includes-	RE production and RE transmission are impacted by various policies and charges levied by central and state utilities which are subject to periodic revisions.	Tender conditions remain unchanged.
16	SECI-GAP GAPA	13.2.4	"Project Cost" wherever applicable under this Article, shall mean the cost incurred by the GAP towards supply and services only for the Project concerned (excluding RE plant and transportation), upto the Actual commencement of Green Ammonia supply from the last part capacity or SCSD (including extended SCSD), whichever is earlier. For example, in case the date of Actual Commencement of Green Ammonia supply from the last part capacity is 15.04.2027, Original SCSD was 15.03.2027 and extended SCSD is 01.04.2027, the Project Cost shall be determined as the cost incurred by the GAP up to 01.04.2027.	Request Addition: "Project Cost" wherever applicable under this Article, shall mean the cost incurred by the GAP towards supply and services only for the Project concerned (excluding RE plant and transportation), upto the Actual commencement of Green Ammonia supply from the last part capacity or SCSD (including extended SCSD), whichever is earlier. For example, in case the date of Actual Commencement of Green Ammonia supply from the last part capacity is 15.04.2027, Original SCSD was 15.03.2027 and extended SCSD is 01.04.2027, the Project Cost shall be determined as the cost incurred by the GAP up to 01.04.2027. Further, Any change either positive or negative in transmission charges/open access charges incurred by GAP for producing green ammonia under this contract shall be adjusted annually."	There could be a scenario where the equipment cost of RE production under this contract shall change during construction period due to changes in tax structure. Further, the transmission costs are subject to periodic revisions by utility companies. We request SECI to incorporate the impact of price variation of RE production and RE transmission under Change in Law.	Tender conditions remain unchanged.

17	SECI-GAP GAPA	15.3	Indemnifiable Losses 15.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 15.1.1(b) or 15.1.2(b), 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 15.3, such event shall constitute a payment default under Article 14.	Clarification : Please explain the indemnifiable losses.	Need to clearly define the indemnifiable losses to eliminate ambiguity.	All losses, cost, liability etc. payable by one party to another party under Article 15 are idemnifiable losses.
18	RfS	4.4	However, the disbursement of Incentive for the allocated capacity under this RfS shall be for a period of 03 (three) years from the date of start of commencement of Green Ammonia production and supply to SECI/Procurer as per the Letter of Award (LoA).	However, the disbursement of Incentive for the allocated capacity under this RfS shall be for a period of 10 (ten) years from the date of start of commencement of Green Ammonia production and supply to SECI/Procurer as per the Letter of Award (LoA).	Incentive disbursement policy to be revisited and structured for 10 years in order to promote Green Ammonia production.	The incentive disbursement clauses are in line with the Scheme Guidelines. Hence, tender Clause remains unchanged
19	RfS	16.1	The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ any Member of Bidding Consortium/JV.		The Bank Guarantee towards EMD may also be allowed to issue in the name of parent company.	Tender conditions remain unchanged.
20	RfS	35.1. ii	The Net-Worth to be considered for the above purpose will be the cumulative Net- Worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.		Kindy confirm that Net-worth of parent company of bidding company (SPV) as a affiliates can be considered for qualification.	Net worth of affiliate (as per the defination of affiliate provided in the RfS) can be considered for the meeting the net worth criteria
21	RfS	41.3	In case of delay in signing of GAPA by SECI beyond the date as on 12 months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and SECI, the Successful Bidder may choose to exit from this tender.	In case of delay in signing of GAPA by SECI beyond the date as on 6 months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and SECI, the Successful Bidder may choose to exit from this tender.	12 months is too long a period to keep the capacity locked for this tender. After 6 months, the bidder should be free to talk to other buyers for the tendered capacity	Tender conditions remain unchanged.
22	RfS	43.16	GREEN AMMONIA (GA)" shall mean Ammonia produced by using Green Hydrogen and renewable power operated Haber Bosch Process, Air Separation Unit and other associated auxiliaries.	GREEN AMMONIA (GA)" shall mean Ammonia produced by using Green Hydrogen and renewable power operated Haber Bosch Process, Air Separation Unit and other associated, subject to associated Carbon intensity as per India Standard for Green Hydrogen.	India has introduced a standard. This should be linked to Green Hydrogen and Green Ammonia definition.	Tender conditions remain unchanged.
23	RfS	Format- 7.1	Details of RE supply-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)	Clause to be withdrawn.	For each Green Ammonia Procurer , it is difficult to mentioned Partwise RE supply detail for each procurer. For example if any GAP is installing plant for 5 Lakh Tonne Per Annum and for that production and it may distribute to the Green Ammonia procure as mentioned table of Format 7.1. For that 5 Lakh Tonne production it will be installing its own RE projects ,some PPA to third party, some quantity may be purchased though power exchange or some purchase from state , so it may be difficult to GAP to mention particular quantum of RE supply to each Green Ammonia Procurer. It should be mentioned as RE supply details for whole	The bidder is required to submit the tentative details of RE Supply
24	RfS	General			As some of GA projects shall be in SEZ/EOU areas, domestic sales should be considered as Deemed-import (as such domestic sales shall amount to import substitution). SECI to include such clause in the amended tender.	The bidders should take into consideration the duties, as applicable on the projects located in SEZ, in their price. The Price of Supply will be exclusive of GST but inclusive of applicable taxes & duties on any goods & services being supplied from SEZ to DTA.
25	RfS	4.2	The location-wise breakup of the tendered capacity for the supply of Green Ammonia is as follows:		Kindly confirm if a Bidder can choose to set up multiple Projects at multiple locations to implement the allocated capacity. (e.g. From a developer - Project X making bid to procurer A and Project Y making bid to procurer B)	GAP is allowed to set up multiple projects for multiple procurers

26	GREEN AMMONIA PURCHASE AGREEMENT (GAPA)	7.1.5	However, claim shall not be accepted if the difference between the bill of landing weight and the discharge weight determined by the certified independent surveyor is less than the minimum value in percentage i.e., within +/-0.05% of the claimed quantity as per bill of landing.	However, claim shall not be accepted if the difference between the bill of landing weight and the discharge weight determined by the certified independent surveyor is less than the minimum value in percentage i.e., within +/-0.50% of the claimed quantity as per bill of landing.	In International shipping provides tolerance of 0.5% in shipped quantity and any claim below this cannot be made, same should be considered in GAPA	Tender conditions remain unchanged.
27	GREEN AMMONIA PURCHASE AGREEMENT	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 GAP shall issue to SECI hard copy of a signed Monthly Bill/Periodic Bill/Supplementary Bill for the relevant period.	Requirement of Acceptance Certificate along with the bill should be removed.	Tender conditions remain unchanged.
28	SECI-GAPA	4.2.1	4.2.1The GAP shall be required to obtain all information from the concerned authority with regard to the Delivery Point as is reasonably necessary to enable it to design, install and operate all interconnection facility and apparatus on the GAP's side of the Delivery Point to enable delivery of Green Ammonia at the Delivery Point. The supply of Green Ammonia up to the Delivery point where the metering is done for quantity and quality accounting shall be the sole responsibility of the	4.2.1The GAP shall be required to obtain all information from the concerned authority with regard to the Delivery Point as is reasonably necessary to enable it to design, install and operate all interconnection facility and apparatus on the GAP's side of the Delivery Point to enable delivery of Green Ammonia at the Delivery Point. The supply of Green Ammonia up to the Delivery point and metering at loadport for quantity and quality accounting shall be the sole responsibility of the GAP.		Tender conditions remain unchanged.
29	SECI-GAPA	11.1.1	From the commencement of supply of Green Ammonia, SECI shall pay to the GAP the monthly/periodic Supply Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 10. All Supply Payments by SECI shall be in Indian Rupees.	From the commencement of supply of Green Ammonia, SECI shall pay to the GAP the monthly/periodic Supply Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 10. All Supply Payments by SECI shall be in United State Dollars (USD).		Tender conditions remain unchanged.
30	SECI-GAPA	11.2.2	The Monthly/Periodic Bill amount shall be the product of the Quantity of Green Ammonia supplied as per Acceptance Certificate and Applicable Price of Supply.	The Monthly/Periodic Bill amount shall be the product of the Quantity of Green Ammonia supplied as per Acceptance Certificate and Applicable Price of Supply. Procurer will provide acceptance certificate with 3 days from the delivery of the product.		As per clause 2.1.3 of GASA, Procurer shall issue the Acceptance Certificate within 15 days from the actual delivery after performing (directly/external agency) Quality & Quantitv assessment.
31	GAPA	14.4.5	In case SECI's Event of Default is triggered by a default on the part of the Procurer, the above amount will be recovered by SECI from the Procurer and subsequently passed on to GAP. SECI's default shall be limited to the amount which can be recovered from the Procurer for the default on the part of the Procurer.	SECI to ensure that in the event of default triggered by procurer, the full liquidated damage amount equal to contract duration of 10 years to be paid to GAP	To mitigate the project business risk borne by the GAP	Tender conditions remain unchanged.
32	RfS	6.1	The Projects can be set up anywhere in India	Imported ammonia and direct domestic supply to also be included	As long as value add can be proven, the supply of GNH3 to domestic offtakers should be adequate for receiving incentives.	As per RfS/Scheme Guideline, Trading/arbitrage of Green Ammonia by the GAP for supply to the Procurer is not allowed under this RfS. GAP is required to produce and supply the Green Ammonia capacity awarded to it. Hence, Tender conditions remain unchanged.
33	RfS	7.1	Construction plans to be submitted with RfS	Request two modifications: a) Clarification - Construction Plan to be submitted for only the green hydrogen and ammonia plant portions (not renewable energy) b) Broad level Construction Plan is sufficient, and this may be subject to changes as the project FEED study matures	Preliminary Constructions Plans are possible at an early stage, indicating the commissioning timeframe, but this may be only at a high-level, and not a granular level prior at the time of submitting this bid. Construction milestones and broad timelines may be firmed up with the project FEED studies.	The bidder is required to submit a broad Construction plan along with its bid. The detailed construction plan will be required to be submitted by GAP subsequently.
34	RfS	41.4	In case the Procurer refuses to purchase the Green Ammonia at the price of supply (plus SECI's trading margin) as discovered after the bidding process, SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned.	Proposed having a binding nature on the Procurers for the awarded capacity and price, net of the incentives	The nature of this tender is to not only discover prices through a highly competitive process and a reverse auction, but to also have procurers in the fertiliser industry adopt green ammonia. If the procurers were to refuse to buy the green ammonia after the prices are discovered through a public process, it defeats the purpose. While the binding nature is levied on the Producers, we recommend a mirror clause on the Procurer also.	Tender conditions remain unchanged.
35	RfS	Section-6/Clause 43	NEW CLAUSE/ DEFINITION to be introduced	"Shareholder/Constituent" shall mean a company that holds minimum 26% stake in the bidding company.		Tender conditions remain unchanged.

36	RfS	35.1(ii)	<p>35 Financial Eligibility Criteria</p> <p>35.1 Net-Worth</p> <p>The Net-Worth to be considered for the above purpose will be the cumulative Net Worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.</p>	<p>The Net-Worth to be considered for the above purpose will be the cumulative Net Worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates / Shareholders / Constituents of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.</p>	<p>There might be a case where the bidding company is under joint control with 33.33% shareholding of each parent/promoter. In such case the Bidder shall be allowed to use the financials/experience of parents/promoters/shareholders for qualification. We understand that the same was allowed by SECI in the Green Hydrogen PLI Tranche-I tender.</p> <p>Bidder requests SECI to consider the credentials of Shareholders / Constituents as qualification credential of Bidder.</p>	Tender conditions remain unchanged.
37	RfS	35.2	<p>35 Financial Eligibility Criteria</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.</p>	<p>The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) / Shareholders / Constituents for the purpose of meeting the qualification requirements as per Clause 35.1 above. {Consequential changes to be done in annexures also}</p>	<p>There might be a case where the bidding company is under joint control with 33.33% shareholding of each parent/promoter. In such case the Bidder shall be allowed to use the financials/experience of parents/promoters/shareholders for qualification. We understand they the same was allowed by SECI in the Green Hydrogen PLI Tranche-I tender.</p> <p>Bidder requests SECI to consider the credentials of Shareholders / Constituents as qualification credential of Bidder.</p>	Tender conditions remain unchanged.
38	General Query	RfS	Compliances & Obligations under the tender	<p>We understand that the compliance of land, financial closure, change in location etc. are only for Green Ammonia Plant and no compliance is to be shown for Green Hydrogen Plant and Renewable Plant in the back end. SECI to confirm.</p>		Refer 'Project' definition in RfS. Further, GAP is required to fulfil all compliances related to fulfilment of the requirement of Green Ammonia Certification
39	RfS	9.2	<p>Commissioning Procedure</p> <p>A detailed commissioning procedure for the Production Facility for commencement of Green Ammonia supply will be issued subsequent to the issuance of LoA and prior to SCSD.</p>	Request you to please release the Commissioning Procedure prior to Bid submission.	<p>In case there is an additional requirement in the same that might not have been considered by a bidder it will have impact on commercial viability of the project. Since this is first of its kind tender release of commissioning procedure will help bidder provide its most competitive bid.</p>	As indicated , a detailed commissioning procedure for the Production Facility for commencement of Green Ammonia supply will be issued subsequent to the issuance of LoA and prior to SCSD.
40	RFS	2.8	Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.		<p>In the event of any ambiguity or conflict or difference, What is the order of Precedence in the documents. What will prevail over the other?</p>	<p>In case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:</p> <p>i.Green Ammonia Purchase Agreement read with Green Ammonia Sale Agreement</p> <p>ii. RfS Documents</p>
41	RFS	9.3	<p>An inspection team comprising members from SECI and/or any agency authorized by SECI will visit the Production Facility at the time of commissioning or immediately after its commissioning to verify the awarded Production Capacity for supply of Green Ammonia, as per the LoA. If required, MNRE/SECI may also designate National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited labs, etc. for such verification. The GAP will be required to provide information/documents to the satisfaction of SECI/MNRE or any of their authorized representative to the extent of their satisfaction, as necessary for verification of claims of the GAP.</p>	<p>An inspection team comprising members from SECI and/or any agency authorized by SECI will visit the Production Facility at the time of commissioning or immediately after its commissioning to verify the awarded Production Capacity for supply of Green Ammonia, as per the LoA. If required, MNRE/SECI may also designate National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited labs, etc. for such verification. The GAP will be required to provide information/documents to the satisfaction of SECI/MNRE or any of their authorized representative to the extent of their satisfaction, as necessary for verification of claims of the GAP.</p>	satisfaction, being subjective, proposed deletion requested.	Tender conditions remain unchanged.
42	RFS	9.5/b/ i	<p>In case of delay in commissioning of the Project beyond the SCSD until the date as on 6 months from SCSD, as part of penalty, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned/ not commenced supply of GA. For example, in case of a Project of 20,000 MT capacity, if commissioning of 5,000 MT capacity is delayed by 18 days beyond the SCSD, then the penalty shall be: PBG amount X (5000/20000) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days</p>	<p>In case of delay due to reasons solely attributable to GAP in commissioning of the Project beyond the SCSD until the date as on 6 months from SCSD, as part of penalty, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned/ not commenced supply of GA. For example, in case of a Project of 20,000 MT capacity, if commissioning of 5,000 MT capacity is delayed by 18 days beyond the SCSD, then the penalty shall be: PBG amount X (5000/20000) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.</p>		Tender conditions remain unchanged.

43	RFS	12.1	The Production Facilities for supply of Green Ammonia awarded under this RfS will be eligible for getting direct incentive by SECI in Rs./kg of Green Ammonia produced and supplied on annual basis for a period of 3 years from the date of commencement of supply to SECI/Procurement from full Project capacity/capacity accepted under the RfS.		Part Commissioning/Actual production of GA before/after SCSD will also be eligible for Incentive? Refer clause 12.5	Clause 12.5 of the RfS states that in case GAP fails to meet the committed production and supply of Green Ammonia, then GAP will be eligible for incentive based on the actual production and supply of Green Ammonia. The said clause refers to a situation subsequent to commissioning of the project and the GAP is not able to produce or supply the committed quantum of Green Ammonia to the Procurement, then the GAP shall be eligible for incentive based on the actual production or supply, whichever is less.
44	RFS	17.6	The Successful Bidder is required to sign GAPA with SECI within the timeline as stipulated in Clause 20 of the RfS. In case, SECI offers to execute the GAPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 20 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the GAPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/GAP agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.	The Successful Bidder is required to sign GAPA with SECI within the timeline as stipulated in Clause 20 of the RfS. In case, SECI offers to execute the GAPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 20 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the GAPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/GAP agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.		Tender conditions remain unchanged.
45	RFS	20.1	The GAPA(s) will be signed after signing of GASA(s) for the respective Project(s).		Delay in signing of GAPA shall be compensated if delay is due to late signing of GASA.	Tender conditions remain unchanged.
46	GAPA	GAPA 4.1.1-c-iv	Clearances & Permit 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 Govt. 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 endeavour with no intention of being bound by any legal or binding obligation.	SECI's active support will be required in obtaining various clearances & permits from multiple government authorities in order to accelerate the Green Ammonia Production facility development. SECI should consider the single window clearance process for such projects	To safeguard the GAP's interest from such bottlenecks	Creation of Single window portal for all the clearances required for setting up of Green Ammonia production facility is beyond the scope of this RfS.
47	GAPA	13	but does not include- i. Any change in any withholding tax on income or dividends distributed to the shareholders of the GAP; or 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.	but does not include- i. Any change in any withholding tax on income or dividends distributed to the shareholders of the GAP; or 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.	Since this is BOO Project, Change in Law provisions should be available to GAP for whole Term as LCOA working is based on present law applicable.	Tender conditions remain unchanged.

48	GAPA	13	13.2.4 "Project Cost" wherever applicable under this Article, shall mean the cost incurred by the GAP towards supply and services only for the Project concerned (excluding RE plant and transportation), upto the Actual commencement of Green Ammonia supply from the last part capacity or SCSD (including extended SCSD), whichever is earlier. For example, in case the date of Actual Commencement of Green Ammonia supply from the last part capacity is 15.04.2027, Original SCSD was 15.03.2027 and extended SCSD is 01.04.2027, the Project Cost shall be determined as the cost incurred by the GAP up to 01.04.2027.	13.2.4 "Project Cost" wherever applicable under this Article, shall mean the cost incurred by the GAP towards supply and services only for the Project concerned (excluding RE plant and transportation), upto the Actual commencement of Green Ammonia supply from the last part capacity or SCSD (including extended SCSD), whichever is earlier. For example, in case the date of Actual Commencement of Green Ammonia supply from the last part capacity is 15.04.2027, Original SCSD was 15.03.2027 and extended SCSD is 01.04.2027, the Project Cost shall be determined as the cost incurred by the GAP up to 01.04.2027.	LCOA working is based on the current law applicable for RE Power & Transportation. Therefore, such exclusion is not acceptable.	Tender conditions remain unchanged.
49	GAPA	11.4.4	11.4.4 The above payment will be made by SECI subject to such late payment surcharge being duly received by SECI under the GASA from the Procurer(s).	Please remove this clause.	Payment Security is SECI's obligation and therefore Late Payment Surcharge is also SECI's obligation and cannot be linked with GASA	In absence of any Payment Security Mechanism notified, SECI is not obliged to provide such payment security. Hence, Tender conditions remain unchanged.
50	GAPA	11.5	11.5 Rebate	Please remove this clause.	If SECI envisage that payment can be made within 10 days or before 30 days credit period then it is suggested to keep the credit period accordingly instead of asking rebate from GAP. This will help SECI to get the competitive LCOA instead of getting 1.5% or 1% during the operation period.	Tender conditions remain unchanged.
51	RfS	15.2	The GAP can either have its own RE Power Plant or may buy RE power under a Power Purchase Agreement (PPA) for meeting the power requirement for GA Project or it can use a mix of both options.		We understand that any surplus power generated over and above requirement of Green Ammonia plant, can be sold in exchange or to any other party by the GAP without any consent from/intimation to SECI/Procurer. Please confirm.	GAP is free to sell any surplus power generated over and above the requirement of Green Ammonia plant in exchange or to any other third party
52	General	NA	NA	NA	Sir Kindly clarify the point If we produce a quantity of Green Ammonia that exceeds the required amount, are we permitted to sell the surplus Green Ammonia to other parties?	Refer clause 4.4.2 of GAPA, any excess production over and above as per Article 4.4.1, may be purchased by Procurer through SECI at the Price of Supply, provided the Procurer consents to purchase such Green Ammonia. In the event the offer of the GAP is not accepted by SECI and the GAP shall, at its sole discretion, may sell such excess Green Ammonia to any third party.
53	General	NA	NA	NA	I would like to seek clarification on the following matter: In addition to receiving the incentive from the central government for the production of Green Ammonia, are we also eligible to receive incentives from the state government?	GAP is free to avail any other incentive other than SIGHT Scheme.
54	RFS	40.1	For each Project, the Bidder quoting the lowest price of supply of Green Ammonia (L1 price of supply) after the e-Reverse Auction (e-RA) will be identified and shall be declared as the Successful Bidder	In case SECI defines minimum bid quantity for particular project, the project award shall be based on bucket filling method.		The project shall be awarded on L1 basis not on bucket filling method. Hence, Tender conditions remain unchanged.
55	General	-	-	Exit Clause	In case the Successful Bidder wishes to introduce a new partner or flip the asset, please clarify.	Any breach of obligation will be treated as GAP's event of default
56	RfS	Clause 18.9	Taxes and Duties		Question: For Green Ammonia Projects located in EOU/ SEZ, will Government provide waiver on duties for sale in DTA?	The bidder should take into consideration the duties, as applicable on the projects located in SEZ, in their price. The Price of Supply will be exclusive of GST but inclusive of applicable taxes & custom duty as applicable on any goods & services being supplied from SEZ to DTA.
57	GAPA	3.4.2	The GAP shall also submit details of all planned/ proposed type and technology of the Electrolyser (manufacturer, model number, datasheet) and other equipment, along with necessary purchase order/agreements for the Project.	The GAP shall also submit details of all planned/ proposed type and technology of the Electrolyser (manufacturer, model number, datasheet) and other equipment, along with necessary purchase order/agreements for the Project.	Please note that GAP shall not be able to place PO or execute agreements prior the stage of Financial Closure of the Project. Hence requesting deletion of struck-through part of this Clause. Also, please specify "other equipment" referred here.	GAP is required to submit the required documents in line with the GAPA in order to comply with the requirements of Financial Closure.

58	GAPA	4.8.2	The third party may verify the construction works/operation of the Green Ammonia Project being carried out by the GAP and if it is found that the construction works/operation of the Green Ammonia Project is not as per the Prudent Industry Practices, it may seek clarifications from GAP or require the works to be stopped or to comply with the instructions of such third party.		If it is found that the construction works/operation of the Green Ammonia Project is not as per the Prudent Industry Practices then the third party should notify GAP and provide reasonable time for GAP to provide its response instead of requiring the works to be stopped. Please confirm.	Tender conditions remain unchanged.
59	GAPA	7.1.2	The Green Ammonia as well as the production process must comply with technical product specification cited in the RfS, in compliance with any other quality parameters, specified from time to time by the Government of India .		In the event of compliance with any new or revised requirements, please confirm that SECI/Procurement will be responsible to pay for additional cost.	GAP will required to comply with any requirements as notified by Government of India from time to time. No additional cost will be paid by SECI/Procurement for the same
60	GAPA	9.3.1	Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the GAP can claim compensation, under any Insurance shall not be charged to or payable by SECI or Procurement(s). It is for the GAP to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.		Please confirm that this Clause shall not override the obligations of the SECI/Procurement under the Agreement as GAP obligation to procure Insurance is already stated under Clause 9.1.1.	Periodic/monthly payment for procurement of Green Ammonia is the primary obligation of Procurement.
61	GAPA	14.2.1-iii	except where due to any GAP's failure to comply with its obligations, SECI is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by SECI within sixty (60) days of receipt of notice in this regard from the		The time period for rectification of the breach should be same for GAP and SECI. Please confirm.	Tender conditions remain unchanged.
62	GAPA	14.4.5	In case SECI's Event of Default is triggered by a default on the part of the Procurement, the above amount will be recovered by SECI from the Procurement and subsequently passed on to GAP. SECI's default shall be limited to the amount which can be recovered from the Procurement for the default on the part of the Procurement.	In case SECI's Event of Default is triggered by a default on the part of the Procurement, the above amount will be recovered by SECI from the Procurement and subsequently passed on to GAP. SECI's default shall be limited to the amount which can be recovered from the Procurement for the default on the part of the Procurement.	Since SECI shall execute the GASA with Procurement shall be obliged to ensure the recovery of the due amount from the Procurement. Hence we request deletion of second sentence limiting the liability.	Tender conditions remain unchanged.
63	GAPA	3.4	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 of INR 500/- per day per Thousand Metric Ton (of awarded capacity) + applicable GST....		In case of successful commissioning of project on or before SCSD the extension charges should be refunded	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
64	GAPA	7.2.2	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.	For transportation of GA (except through direct Pipeline till delivery Point), appropriate long-term logistics tie-ups shall be done by the GAP.	The long term agreement is the responsibility of the developer. Separate submission may not be required.	Tender conditions remain unchanged.
65	GAPA	9.2.2	If a Force Majeure Event renders the Green Ammonia Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, SECI shall have claim on such proceeds of such Insurance limited to outstanding dues of SECI against the Procurement (s) as per GASA entered into and any other dues of the Procurement (s) against GAP.	To be removed	Force Majeure Event should compensate the developer for the investment made. Outstanding dues as per GASA should not be considered from the compensation provided by the insurers.	Tender conditions remain unchanged.

66	RFS	35.1	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, as on the last date of previous Financial Year, i.e. FY 2023-24.	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, as on the last date of previous Financial Year, i.e. FY 2023-24. The above Net-Worth amount shall be demonstrated by the Bidder as on the last of previous Financial Year, i.e., FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline.	The suggested changes are in line with the SECI tenders for Renewable Energy. This particular clause in its current form restricts competition to large players and discriminates against new companies. Especially since Green Hydrogen and its derivatives sector is evolving rapidly; many partnerships/JVs and equity infusion activities are currently underway.	Tender conditions remain unchanged.
67	RFS	43.1	“AFFILIATE” shall mean a company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors	“AFFILIATE” shall mean a company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of 26% (Twenty six percent) or more of the voting shares of such company or right to appoint majority Directors.	This is standard in many Government bidding process and part of model bidding documents	Tender conditions remain unchanged.
68	RFS	26.2 (II) Financial Bid (Second Envelope)	For each Project, as part of financial bid submission, only a single Price of Supply (Rs./kg) (exclusive of taxes) of Green Ammonia at the Delivery Point (including transportation and storage, as applicable) shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. This Price of Supply shall remain fixed for the complete term of the GAPA. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.	In addition to the existing clause, it is proposed that 5% of the Price of Supply be escalated @WPI rate to accommodate transportation expenses	The cost of transportation is a significant cost and it varies over the years. In addition, there are other costs which escalate on yearly basis and are difficult to project. SECI is requested to have an escalable component of the tariff with predefined escalation index. We propose to keep an escalable component (5% of quoted price), which would be annually escalated @WPI rate	Tender conditions remain unchanged.
69	RFS	41.1	At the end of selection process, for each Project, Letter of Award (LoA) will be issued to the Successful Bidder, for its respective Capacity for Production and Supply of Green Ammonia. In case of a Consortium/JV being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium/JV.		The Bidders would be optimising their economics for supply to multiple projects. We understand individual auction will happen for each identified end-consumers. One single bidder may opt to bid for multiple projects from a centralized green ammonia plant to ensure economies of scale and ease of construction. Therefore, in case, the selected bidder is offered less than 50% of the capacity across all the projects, it should be allowed to opt out and the capacity be allocated to next lowest bidder.	The bidder will not be allowed to participate for partial capacity for a project. For each project, a single L1 bidder will be identified subsequent to e-RA and the project shall be awarded to it.
70	RfS	30.1	The Net Worth of the Bidder, as on the last date of previous Financial Year, i.e. FY 2023-24 should be equal to or greater than the values as given in the table below:	The Net Worth of the Bidder, as on the day at least 7 days prior to the bid submission deadline, should be equal to or greater than the values as given in the table below:	As the Green Hydrogen and its derivatives sector is evolving rapidly, many partnerships/JVs and equity infusion activities are currently underway. The modified Financial Eligibility Criteria will allow those credible entities that were formed in the current financial year to participate in this process ensuring better quantity and quality of bids. This will also encourage more bonafide players to enter the sector, thus leading to better adoption of Green Hydrogen ecosystem	The referred clause is inline with the Scheme Guidelines, hence the tender conditions remain unchanged.
71	RfS	27	Notice Board for Display	Can GAP built excess capacity in the production facility to cater the demand of the Market not brought by SECI?	Higher capacity will help to attend scale of operation and will reduce the incentive by the govt due to lower cost of production.	GAP is free to setup Green Ammonia plant of higher capacity for production and supply to multiple entities including the Procurer.
72	RfS	3.5	..Trading/arbitrage of Green Ammonia by the GAP for supply to the Procurer is not allowed under this RfS	1. Please clarify if the purchase of GH2 from a different player is allowed. 2. If yes, please clarify whether the seller of the GH2 would still be eligible for GH2 PLI incentives (under Tranche-1-Mode-1, if the player is a declared winner) 3. Please clarify whether such a transaction would affect either the GH2 seller's subsidy or the Selected Bidder's subsidy under this scheme	Clarity required	It is clarified that same quantum of Green Hydrogen or its derivatives will not be eligible for two distinct incentives in the SIGHT scheme.

73	RfS	15.1	a. Wherever leasing of land is involved, the lease should allow transfer of land lease rights to the lenders or SECI/Procurer, in case of default of the GAP.	This condition is to be removed.	What amounts to default for such action is not defined. Further, we strongly propose that the said obligation on the selected bidder be deleted.	Tender conditions remain unchanged.
74	RfS	15.2	Renewable Energy requirement of GA project	Does the entire project needs to run on 100% RE power? Will there be a percentage consumption allowed for non- RE power?	It would add costs to run everything at 100%. Clarity is required in the definition of Green Ammonia and certain leeway is required in terms of RE power use for processing post GH2 usage	Green Ammonia produced should comply with all the requirements for Green Ammonia certification.
75	RfS	39.4	Shortlisted bidders for Reverse Auction...	Please clarify whether the starting bid will be different for each qualified bidder. If so, this is inefficient and we would request it to be modified such that the lowest of the qualified bids will be the starting bid for all qualified bidders and then each subsequent bid has to be lower by 0.5 Rs/kg.	Better and quicker price discover for all parties involved with reduced chance of confusion or luck based selection.	The shortlisted bidders are allowed to reduce the Price of Supply during the e-RA.
76	RfS	41.4	In case the Procurer refuses to purchase the Green Ammonia at the price of supply...	1) Clarity is needed on what all components (EMD, PBG, Success fees, Bid fees etc.) will be refunded. 2) There has to be sufficient safeguard on procurer side (in the form of incentive or penalty) so that offtake is guaranteed at the discovered GA price.		In case, GAPA is not signed on account of reasons not attributable to the Successful Bidder then LoA issued to the respective Bidder shall stand cancelled, the EMD submitted by such Bidder shall be returned by SECI and the 1st installment of the Success Charges paid by the Successful Bidder will be refunded by SECI without any interest. In such cases, refund of GST amount will be dealt according to extant provisions of GST Act.
77	RfS	42.1	Incentive (Rs./kg of Green Ammonia) for the particular year. The incentive will be Rs. 8.82/kg of Green Ammonia in the first year of production and supply, Rs. 7.06/kg during the second year of production and supply, and Rs. 5.30/kg during the third year of production and supply.	Proposed to modify as follows: The incentive will be Rs. 13.2/kg of Green Ammonia in the first year of production and supply, Rs. 10.60/kg during the second year of production and supply, and Rs. 7.95/kg during the third year of production and supply.	1) Currently, incentive offered under Mode-2A is equivalent to incentive offered in Mode-1 for GH2 production. However, GA production and supply is more capital-intensive than GH2 production. This results in substantially more risk capital for GAP. Thus, Incentive offered to GA production and supply under Mode-2A should be scaled up proportionately (atleast 1.5x)	The Incentives mentioned is as per Scheme Guideline. Revision/enhancement of Incentives is beyond the scope of RfS.
78	RfS	26.2 II	... No escalation on the price of supply will be granted for any reason whatsoever...	Request SECI to include a clause for price escalation/ price indexation	Price should either be linked to inflation index or must have an yearly price escalation No price indexation (linked to either inflation or any commodity index) exposes supplier to price risk.	Tender conditions remain unchanged.
79	GAPA	4.1.1 (c(xi)) and 6.1.2	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.	1. The quantity of each quarter/annual capacity of GA has been fixed in the RfS. Further, responsibility of the GAP is to deliver the scheduled quantity till the Delivery Point. Beyond the aforesaid, what is the type of coordination and dealing that is being referred to in this particular clause.		GAP is required to coordinate with Procurer and other authorities for multiple activities including scheduling the supply along with the availability of unloading infrastructure at delivery point.
80	GAPA	7.2.2	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.	We understand that all the agreements submitted as part of the GAPA requirement shall be subject to confidentiality.		All the documents submitted shall be kept confidential in line with RfS/GAPA requirements.
81	GAPA	8.1.8	MNRE/SECI will also make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations to conduct sample checks to verify claims of GAPs in respect of production capacity for supply of Green Ammonia.	We understand that the scope of the special audit shall be limited to technical scope only.		The audit may be conducted for complete plant for verification of compliances.
82	GAPA	12.7.1(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.	The said force majeure shall not have any impact on fulfillment of payment obligation of SECI if the committed capacity delivered by GAP.		Tender conditions remain unchanged.

83	GAPA	Article 14	Events of Default and Termination	1. The period post expiry of the consultation and termination notice period should be same for both the parties. 2. Liquidated damages for events of default in relation to non-supply obligations to be deleted.	1. Remediation period for material breaches by supplier (30 days) is quite short and also not congruous with the remediation period available to the procurer (60 days). 2. Liquidated damages for events of default in relation to non-supply obligations of the supplier are quite high and also not congruous (no analogous liquidated damages in case of events of default by procurer).	Tender conditions remain unchanged.
84	GAPA	14.2.1(iv)	If Procurer(s) is subject to any of the above defaults and SECI does not designate another or other Procurer(s) for purchase of Green Ammonia.	In the event the termination, SECI has to pay for the committed capacity. Further, in case an alternate procurer is added, the amount paid to GAP shall be increased for additional transportation and logistical costs payable to supply to the alternative procurer.		Green Ammonia Price of Supply shall remain unchanged in this case unless agreed upon by all the parties.
85	GAPA		GAP Liability	Request SECI to have an overall monetary cap on liability under the GAPA (capped at amount payable to the GAP under the contract) so that there is no unlimited exposure		Tender conditions remain unchanged.
86	RfS	1.6It is clarified that to be eligible for incentives under the RfS, the production line for supply of Green Ammonia should be owned by the Green Ammonia Producer (GAP). In other words, contract production and supply of Green Ammonia is not allowed under the RfS.....		Kindly clarify if the Bidder producing Green Hydrogen in its own plant would be allowed to use a plant owned by a third party for conversion of Green Hydrogen to Green Ammonia.	The complete production line should be owned by GAP as compliance towards Green Ammonia Certification
87	RfS document	16, 17	Earnest Money Deposit (EMD), Performance Bank Guarantee (PBG)	SECI is requested to accept the BG from the parent company.		Tender conditions remain unchanged.
88	RfS	22.3, 22.4	[relating to Minimum Paid Up Share Capital to be Held by Project Promoter]	Please clarify whether transfer of shareholding between companies within the same group of companies is permitted.		Change in shareholding shall be allowed within the same group companies on account of merger/amalgamation driven by court approval
89	RfS document	Bid Information Sheet	Bid Processing fee, Bid document fee	SEC to clarify whether Bid processing fee and Bid document fee is per bid, per project or per bidder?		Bid Processing Fee and Bid Document Fee is required to be submitted along with each bid
90	GAPA	7.1.5	"In case the purity of GA supplied by Supplier is found to be less than committed purity, procurer will be under no obligation to offtake such GA. Procurer/SECI/MNRE or their Nominated Agency may conduct audits to ensure that the product and the production process is in line with the technical specifications."	Please clarify whether the costs of such audits by Procurer/SECI/MNRE or their Nominated Agency (including travel, meals and accommodation) will be borne by them.		The traveling and lodging costs of officials from SECI/Procurer/MNRE or their designated agencies for each visit will be borne by them. All other costs pertaining to the audits procedure will be borne by the GAP
91	GAPA	4.2.3	All costs and charges including but not limited to losses up to and including at the Delivery Point associated with this arrangement will also be borne by the GAP.	Producer shall be liable for losses attributable to losses attributable to itself.	There could be loss due to force majeure or third party. It will not be just to hold the Producer responsible for losses not attributable to itself.	Tender conditions remain unchanged.
92	GAPA	11.3.2 (ii)	11.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for: i) deductions required by the Law; and ii) amount claimed by SECI, if any, from the GAP, will be adjusted from the monthly/periodic payment.	11.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for: i) deductions required by the Law	Deduction cannot be made by SECI without prior discussing with the Producer. The deduction cannot be unilateral hence.	Tender conditions remain unchanged.

93	GAPA	15.5.2	The parties agree that in respect of the obligations other than the supply payment obligation specifically mentioned herein above, in the event the GAP has any claim against the SECI in regard to the performance of any obligation of the SECI under this Agreement or enforcement of any right of the GAP against the SECI under this Agreement, the same shall be subject to the ability of the SECI to enforce the corresponding obligations assumed by the Procurer(s) under the Green Ammonia Sale Agreement entered into between SECI and the Procurer(s) on resale on mutatis mutandis basis and not otherwise.	Right to subrogation to be added	All of SECT's obligation including off take is dependent upon the ultimate purchaser performing the same. We do not have any recourse against the ultimate purchaser in case of non-payment. We need to have a right available with the Producer to get subrogated in case of default and recover our dues from the ultimate buyer.	GAPA & GASA will also be signed by Procurer and GAP respectively as Confirming Party, acknowledging each other's rights and obligations under the respective agreements.
<p>Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any query not published here and is not covered under the Amendments issued to the RfS, it shall be construed in such cases, tender conditions shall prevail.</p>						