

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

Ref No. SECI/C&P/MI/00/0006/2024-25/Amendment-01

Date: 03.10.2024

<b>Amendment-01 to RfS for Selection of Green Hydrogen Producers for Setting up Production Facilities for Green Hydrogen in India under the Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-1-Tranche-II)</b>			
<b>RfS No. SECI/C&amp;P/MI/00/0006/2024-25 dated 11.07.2024</b>			
<b>S. No.</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
<b>Amendments in the RfS document</b>			
1.	General	The phrase “Bank Guarantee/Payment on Order Instrument (POI)” or “Bank Guarantee/POI” shall be read as “Bank Guarantee/ Payment on Order Instrument (POI)/ Insurance Surety Bond” or “Bank Guarantee/ POI/ Insurance Surety Bond”.	
2.	General	The phrase “Affiliate(s)/Shareholder(s)” shall not include Individual(s), Proprietorship(s), Partnership(s), and consortiums of the above.	
3.	5.7	<p><b>New Clause</b></p> <p>Bidders participating in this RfS are eligible for allocation of the GH2 production capacity and the incentive for the allocated capacity subject to the Clause 5.2 above. However, upon issuance of the Notification of Award (NoA) by SECI, the Bidders shall be required to submit an undertaking &amp; declaration prior to issuance of Letter of Award (LoA) by SECI, as per Format 7.12 of the RfS.</p> <p>In case of failure to submit the above undertaking within 15 days of issuance of NoA in line with Clause 36 of the RfS, the NoA issued by SECI will be cancelled and the bidder will be removed from the list of Successful Bidders under this RfS.</p>	
4.	8	<p><b>New Clause</b></p> <p><b>Skilling</b></p> <p>8.1 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</p>	

		<p>implemented through the Skill India Digital hub developed by the Ministry of Skill Development and Entrepreneurship (MSDE).</p> <p>8.2 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 &amp; operation, integration of renewable energy, electrolyser manufacturing, storage, transportation, safety, utilization of Green Hydrogen and its derivatives, etc.</p> <p>8.3 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>	
5.	14.1	<p>..... The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium/JV. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.....</p>	<p>..... The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ any Member of Bidding Consortium/JV. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.....</p>
6.	14.6	<p><b>New Clause</b></p> <p><b>Insurance Surety Bond (Surety Bond):</b>  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 14.1 above, for the amount and validity period as per Clause 14.1 above.</p>	

7.	14.7	<p><b>New Clause</b></p> <p>In case, as on last date of bid submission, 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>	
8.	15.1	<p>.....In case of non-submission of PBG within the above deadline, the Bidder may choose to submit the PBG within additional 10 days, upon payment of extension fees @ Rs. 1000/MW/day + applicable GST within the deadline for submission of PBG (i.e. 15 days from the issuance of NoA). Thus, the total amount of Rs. 10,000/MW is required to be submitted prior to the deadline for submission of PBG (i.e. 15 days from the issuance of NoA). In this case, in case of submission of PBG prior to 10 days of extended period, the remaining amount out of the deposited amount by the Successful Bidder shall be returned by SECI, without any interest.....</p>	<p>.....In case of non-submission of PBG within the above deadline, the Bidder may choose to submit the PBG within additional 10 days, upon payment of extension fees @ Rs. 10,000/TMT (Thousand Metric Tonnes)/day + applicable GST within the deadline for submission of PBG (i.e. 15 days from the issuance of NoA). Thus, the total amount of Rs. 1,00,000/TMT is required to be submitted prior to the deadline for submission of PBG (i.e. 15 days from the issuance of NoA). In this case, in case of submission of PBG prior to 10 days of extended period, the remaining amount out of the deposited amount by the Successful Bidder shall be returned by SECI, without any interest.....</p>
9.	15.12	<p><b>New Clause</b></p> <p><b>Insurance Surety Bond (Surety Bond):</b> As another alternative to submission of PBG as above, the Successful Bidder/GHP 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 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 15.1 above, for the amount and validity period as per Clause 15.1 above. In case the Successful Bidder/GHP chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 15.1 above, will be applicable in this case too.</p>	

10.	20.iii	Bank Guarantee/Payment on Order Instrument (POI) against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3 B.	Bank Guarantee/Payment on Order Instrument (POI)/ Insurance Surety Bond against Earnest Money Deposit (EMD) as per Format 7.3 A/7.3 B/7.3 E.
11.	23.1.a	Bank Guarantee/Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B).	Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B/7.3E).
12.	Format 7.1 Clause 3	<p>Earnest Money Deposit (EMD):- (Please read Clause 14 carefully before filling)</p> <p>We have enclosed EMD of INR ..... [Insert Amount], in the form of Bank Guarantee no./ Payment on Order Instrument (POI) no. .... [Insert bank guarantee/POI number] dated ..... [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B from ..... [Insert name of bank providing bank guarantee/POI issuing agency] and valid up to.....in terms of Clause No. 14 of this RfS. The total capacity of the Green Hydrogen and/or its derivatives Production Plant offered to be set up by us is ..... MT [Insert cumulative capacity proposed]. (Strike off whichever is not applicable)</p>	<p>(Please read Clause 14 carefully before filling)</p> <p>We have enclosed EMD of INR ..... [Insert Amount], in the form of Bank Guarantee no./ Payment on Order Instrument (POI) no./ Insurance Surety Bond no. .... [Insert bank guarantee/POI number] dated ..... [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B/7.3E from ..... [Insert name of bank providing bank guarantee/POI/ Insurance Surety Bond issuing agency] and valid up to.....in terms of Clause No. 14 of this RfS. The total capacity of the Green Hydrogen and/or its derivatives Production Plant offered to be set up by us is ..... MT [Insert cumulative capacity proposed]. (Strike off whichever is not applicable)</p>
13.	Format 7.3 E	<p><b>New Format</b></p> <p>Format 7.3 E is enclosed with this Amendment.</p>	
14.	Format 7.3 F	<p><b>New Format</b></p> <p>Format 7.3 F is enclosed with this Amendment.</p>	
15.	Format 7.6 Exhibit (ii)	<p>.....Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ----- Crore (Equity Commitment (%) * Rs. [ ] Crore).....</p>	<p>.....Net Worth Requirement to be met by Member: INR ----- Crore.....</p>

16.	Format 7.7	Modified Format is enclosed with this Amendment.
17.	Format 7.12	<b>New Format</b>  Format 7.12 is enclosed with this Amendment.

**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 14 of the RfS*] valid for.....[*insert date of validity in accordance with Clause No. 14 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 14 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 upto..... [*insert date of validity in accordance with Clause No. 14 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 Hydrogen Producer*]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'Successful Bidder' or 'Green Hydrogen Producer' or 'GHP', 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/ Notification of Award No. ....dated..... for selection of annual Production Capacity of ..... MT and the same having been unequivocally accepted by the Successful Bidder/ GHP to be entered, [from selected GHP, M/s ..... {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the Successful Bidder/GHP 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 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*] at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the GHP. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the GHP 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 GHP 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 GHP, 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 RfS document 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 GHP and notwithstanding any security or other guarantee that SECI may have in relation to the GHP'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 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.

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 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 ..... [GHP'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 GHP 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 GHP/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 5.7 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, are eligible for award 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 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, in excess of the maximum limit specified above, and the PBG amount equivalent to this terminated capacity shall be encashed by SECI.

(Signature, Name & Designation of the Authorized Signatory)