



Call for Proposals (CfP) for Setting up of Green Hydrogen Hubs in India under National Green Hydrogen Mission

Ref: SECI/C&P/EOI/17/0002/24-25 dated 20.08.2024

Tender Search Code on ISN-ETS: SECI-2024-TN000039

***Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi – 110023
Tel: 011 - 24666200, e-mail: contracts@seci.co.in***

BID INFORMATION SHEET

The brief details of the CfP are as under:

| | | | |
|------------|--|--|----------------------------------|
| (A) | NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB | Selection of Executing Agency for setting up of Hydrogen Hubs under National Green Hydrogen Mission | |
| (B) | CFP NO. & DATE | SECI/C&P/EOI/17/0002/24-25 dated 20.08.2024 | |
| (C) | TYPE OF BIDDING SYSTEM | SINGLE BID SYSTEM | <input type="text" value="Yes"/> |
| | | TWO BID SYSTEM | <input type="text"/> |
| (D) | TYPE OF TENDER | E-TENDER | <input type="text" value="Yes"/> |
| | | MANUAL | <input type="text"/> |
| (E) | COMPLETION/ CONTRACT PERIOD | As mentioned in CfP Document | |
| (F) | DOCUMENT FEE/ COST OF CFP DOCUMENT (NON-REFUNDABLE) | APPLICABLE | <input type="text" value="Yes"/> |
| | | NOT APPLICABLE | <input type="text"/> |
| | | Amount: INR 50,000/- (Indian Rupees Twenty-Five Thousand only) + applicable GST, for each applicant, to be submitted through NEFT/ RTGS transfer in the account of SECI along with the response to CfP | |
| (G) | TENDER MANAGEMENT FEE | APPLICABLE | <input type="text" value="Yes"/> |
| | | NOT APPLICABLE | <input type="text"/> |
| | | Rs. 4,50,000/- (Indian Rupees Four Lakh Fifty only) + applicable GST, for each applicant, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to CfP. | |
| (H) | EARNEST MONEY DEPOSIT (EMD) | APPLICABLE | <input type="text"/> |
| | | NOT APPLICABLE | <input type="text" value="Yes"/> |

| | | | |
|-----|---|---|----------------------------------|
| (I) | PERFORMANCE BANK GUARANTEE | APPLICABLE | <input type="text"/> |
| | | NOT APPLICABLE | <input type="text" value="Yes"/> |
| (J) | DATE, TIME & VENUE OF PRE-BID MEETING | Scheduled as per NIT on ISN-ETS portal and/or SECI website. | |
| (K) | OFFLINE & ONLINE PROPOSAL-SUBMISSION DEADLINE | As per NIT on ISN-ETS portal | |
| (L) | PROPOSAL OPENING | As per NIT on ISN-ETS portal | |
| (M) | CONTACT DETAILS OF ISN-ETS PORTAL | M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs. to 18:00 Hrs. on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com | |
| (N) | NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO CFP) | Sh. Ajay Kumar Sinha Additional General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6 th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Contact No.: 011 24666200 Email: contracts@seci.co.in | |
| (O) | DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED | 1) Sh. Pratik Prasun Senior Manager (C&P) Contact No.: 011-24666237 pratikpr@seci.co.in 2) Sh. Abhisekh Srivastav Manager (C&P) Contact No.: 011-24666260 abhisekhsri@seci.co.in 3) Sh. Swapnil Gandhi Senior Engineer (C&P) Contact No.: 011-24666359 swapnil.gandhi@seci.co.in | |

- Proposals must be submitted strictly in accordance with Section-2 and 3 of the CFP, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.

- Applicants are required to quote strictly as per terms and conditions of the CfP documents and not to stipulate any deviations/ exceptions.
- Any applicant, who meets the Qualifying Requirement and wishes to submit their proposal against this CfP, may download the complete CfP document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website (www.seci.co.in) and submit their Proposal complete in all respect as per terms & conditions of CfP Document on or before the due date of Proposal submission.
- Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

Applicants are requested to remain updated for any notices/ amendments/ clarifications etc. to the CfP document through the websites <https://www.bharat-electronictender.com> and www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details will be available only from <https://www.bharat-electronictender.com>.

SECTION 1. INTRODUCTION AND INVITATION FOR PROPOSALS

1. Background and Introduction

- 1.1. Solar Energy Corporation of India Limited (hereinafter referred to as “SECI”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2. The National Green Hydrogen Mission was launched on 4th January 2023 with an outlay of Rs. 19,744 Crore with an aim to make India a Global Hub for production, usage and export of Green hydrogen (GH₂) and its derivatives.
- 1.3. Major components of the Mission include inter-alia Incentives for Electrolyser Manufacturing and Green Hydrogen Production under the Strategic Interventions for Green Hydrogen Transition (SIGHT) Programme, Pilot Projects, Research & Development, Framework of Regulations, Codes and Standards, and Skill Development Programme, etc.
- 1.4. Along with other initiatives, the Mission envisages to develop large scale Hydrogen Hubs which will act as a foundation for development of Hydrogen eco-system and will act as backbone of the decarbonisation efforts in the country.
- 1.5. Given the technical and logistical challenges inherent in transporting hydrogen over long distances, a cluster-based production and utilization model would enhance the viability of Green Hydrogen projects in the initial years. This would, in turn, enable economies of scale and convergence of key infrastructure requirements in geographically proximate areas.
- 1.6. In line with the above, MNRE has issued “Scheme Guidelines for setting up Hydrogen Hubs in India under the National Green Hydrogen Mission” vide OM No. 353/7/2024-NT dated 15.03.2024. SECI has been nominated as the Implementing Agency for this Scheme.
- 1.7. Under the above referred scheme guidelines, it is planned to setup at least two such Green Hydrogen Hubs by FY 2025-26.
- 1.8. This document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications issued thereof, until the last date of proposal submission of the proposal.
- 1.9. As part of the above scheme, SECI hereby invites proposals from the prospective Applicants to become the Executing Agency(ies) (EAs) for setting up of Green Hydrogen

Hubs in India under National Green Hydrogen Mission. The selection of Executing Agency (EA) shall be done in a transparent manner as per the criteria laid down in the Guidelines and this document. In case of any discrepancies, provisions mentioned in the scheme Guidelines shall prevail.

2. Green Hydrogen Hubs

- 2.1. As per the Mission document, the Mission will identify and develop regions capable of supporting large scale production and/or utilization of Hydrogen as Green Hydrogen Hubs. This Call for Proposals (CfP) intends to develop supporting infrastructure required for setting up of Green Hydrogen Hubs. Under this CfP, it is planned to set up at least two such Green hydrogen Hubs by FY 2025-26 with a budgetary outlay of Rs. 200 Crore till FY 2025-26.
- 2.2. It is envisaged that Hydrogen Hubs will have pooling of resources from Government of India, State Governments, Local Governments and the Industry- to help the development of hydrogen ecosystem in coordinated manner.
- 2.3. The salient features of this scheme are as follows:
 - i. Hydrogen hub is an identified geographical region where there exists a network of Green Hydrogen (GH₂) producers, end use (domestic or export) with sufficient supporting infrastructure of GH₂ storage, processing and transportation.
 - ii. Hydrogen hub might be located in land or near ports to enable exports of Green Hydrogen and its derivatives. Potential locations for such hubs would be regions having cluster of refineries/fertilizer production plants and other end use industries in close vicinity.
 - iii. The Hydrogen hub should have a planned/announced capacity of at least 1, 00,000 Metric Tonnes per annum. Higher production capacity will get priority.
 - iv. Leveraging existing infrastructure for Hydrogen production, transportation, storage and utilization will be encouraged.
 - v. The Hydrogen hub infrastructure, Green Hydrogen projects and key resources will be mapped under the PM Gati Shakti to ensure optimal and coordinated development.

3. Objective of the CfP

- 3.1. SECI hereby invites proposals from the prospective applicants to become the EA, preferably having proven track record / prior experience in development of supporting infrastructure.
- 3.2. Objectives of the above referred Scheme are as follows:
 - (a) To identify and develop regions capable of supporting large-scale production and/or utilization of Hydrogen as Green Hydrogen Hubs.
 - (b) Development of Green Hydrogen Projects inside the Hubs in an integrated manner to allow pooling of resources and achievement of scale.

- (c) Enhancing the cost-competitiveness of Green Hydrogen and its derivatives vis-à-vis fossil-based alternatives.
- (d) Maximizing production of Green Hydrogen and its derivatives in India within the stated financial support.
- (e) Encouraging large-scale utilization and exports of Green Hydrogen and its derivatives.
- (f) Enhancing viability of Green Hydrogen assets across the value chain.

4. **Invitation for Proposals**

- 4.1. A Single Stage, One Envelope Bidding Procedure will be adopted and will proceed as detailed in this CfP Document. Bidding will be conducted through the competitive bidding procedures as per the provisions of this CfP. The respective rights of SECI and the Applicants shall be governed by the CfP Documents.
- 4.2. SECI has issued this document in the capacity of Implementing Agency as mentioned in the Guidelines. As per the Guidelines, a Steering Committee under the chairmanship of Secretary MNRE and comprising members viz., Mission Director-NGHM and any other members as nominated, shall be responsible for overall monitoring and implementation of the scheme and shall suggest modification and course corrections for its successful implementation. In case of any ambiguity in the interpretation of any of the provisions of the scheme, the decision of MNRE shall be final. The Steering Committee will also facilitate/ recommend measures to resolve difficulties if any.
- 4.3. Interested applicants have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this CfP. It shall be the sole responsibility of the interested applicants to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, Gurugram to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Proposal Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent CfP documents.
- 4.4. They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Proposal Information Sheet from 10:00 hours to 17:00 hours on all working days.
- 4.5. For proper uploading of the Proposals on the ETS portal, it shall be the sole responsibility of the applicants to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Proposal Information Sheet. SECI in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 4.6. Applicants should submit their proposal complete in all aspect on or before last date and time of Proposal Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Proposal Information Sheet.
- 4.7. Applicants shall submit their proposal along with non-refundable CfP Document Fee and Tender Management Fee, complete in all respect, as per the Bid Information Sheet. Proposals received without the prescribed CfP Document Fee and Tender Management Fee will be rejected, with certain exceptions as provided in the CfP. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 4.8. CfP documents can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the CfP Document from Electronic Tender System (ISN-ETS) Portal to participate in the CfP. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this CfP shall be uploaded on ISN-ETS website. The Applicant should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on SECI website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 4.9. SECI reserves the right to cancel/ withdraw/ defer this invitation for proposals without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 4.10. **Interpretations**
- Words comprising the singular shall include the plural & vice versa.
 - An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
 - A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
 - 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.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

5. Scope of Work

5.1. Following facilities/services are broadly envisaged to be covered in the Green Hydrogen Hubs being set up under this CfP, and the support under the Scheme will be provided for development of these services/facilities only (not for any component of individual projects):

- i. Storage and transportation facilities for Green Hydrogen/its derivatives
- ii. Development or up gradation of pipeline infrastructure
- iii. Green Hydrogen powered vehicle re-fuelling facility
- iv. Hydrogen compression and/or liquefaction technologies, as required
- v. Hydrogen storage systems, including bulk liquid, gaseous, materials-based technologies or subsurface options (e.g., salt caverns, depleted oils and gas fields, un-used coal mines etc.)
- vi. Water treatment facility including desalination plant, if required and associated storage facility
- vii. Development of bunkering facilities in case of ports including provisions of bunker barges for handling large vessels such as Very Large Crude Carriers (VLCC)
- viii. Infrastructure up gradation for shipping including expansion of port/jetty infrastructure for exports
- ix. Power transmission infrastructure to nearest existing grid substation and establishment of new dedicated substations
- x. Land re-development
- xi. Energy storage to manage Renewable Energy's intermittency
- xii. Effluent treatment plants
- xiii. Any other infrastructure required

5.2. The Executing Agency shall submit its proposal containing a Detailed Project Report (DPR), covering its planned activities to provide the facilities/services envisaged as above. The scope of work as indicated by the EA in the DPR, and as accepted by the Project Appraisal Committee, will be the final scope of work against which, the EA's performance will be evaluated for ascertaining "Project completion".

6. Project Capacity and Central Financial Assistance

The financial support for development of at least two Green Hydrogen Hubs of individual capacity of at least 1,00,000 MTPA of Green Hydrogen with Central Financial Assistance (CFA) of up to Rs. 100 Crore each will only be for supporting core infrastructure of Green Hydrogen Hubs.

7. Maximum Eligibility for Central Financial Assistance to an Applicant

Following conditions shall be applicable to the applicants for submission of proposal

against this CfP:

- 7.1. At least 2 Projects will be allocated under this CfP, as specified at Clause 6.
- 7.2. An Applicant, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single Proposal undertaking to setup a Hydrogen Hub by submitting its proposal for **maximum 1 Project**.
- 7.3. The maximum CFA that will be allocated to an Applicant including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to **Rs 100 Crore**.
- 7.4. The evaluation of proposal shall be carried out as described in Section-5 of the CfP.
- 7.5. Multiple proposals from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the proposals submitted by the group invalid. In case of Joint Venture Company/ Consortium, a partner/ company will be allowed to tie up with another partner/company for one proposal only.

8. Project Execution and Commissioning

- 8.1. The EA will be required to execute works as per the approved Scope of Work given under the Letter of Award. The EA shall complete the Project, in all aspects, before **31st March 2026**, which shall be Scheduled Commissioning Date (SCD) of the Project.
- 8.2. A detailed commissioning procedure will be issued subsequent to the issuance of LoA and prior to SCD. The EA will be required to intimate SECI at least 45 days in advance regarding expected date of commissioning of the Project, so that SECI may plan for site inspection or any other activity to be planned for confirmation/validation of the commissioning. Site inspection and verification of parameters as per the CfP may also be carried out by agencies authorized by MNRE/SECI.
- 8.3. An inspection team comprising members from SECI/MNRE and/or its authorized agencies will visit the Green Hydrogen Hub Facility at the time of commissioning to verify the completion of scope of work as per the approved DPR. If required, MNRE/SECI may also designate National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited labs, etc. for such verification. The EA will be required to provide information/documents to the satisfaction of SECI/MNRE or any of their authorized representatives to the extent of their satisfaction, as necessary for verification of claims of the EA.
- 8.4. The EA shall submit the Project Completion Report (PCR) to SECI within 15 days after commissioning of the Project. The PCR shall include the following:
 - a. Technical aspects of the Project, including the hardware, software, and other technologies used.
 - b. Technical challenges encountered during the Project implementation and how were they overcome.

- c. Outcome of the Project comprising technical knowhow generated along with the data collected during execution of the Project.
 - d. Recommendations for future Projects, based on the lessons learned from the Project.
- 8.5. Subsequent to the commissioning, the Hydrogen Hub Facility shall be utilized for its intended objectives as defined under clause 3.2 above.

9. **Penalty provisions**

- 9.1. The grants released under this CfP shall be exclusively earmarked for the Project and should not be diverted for any other purpose.
- 9.2. The Executing Agency shall commission the project as per the timeline specified in clause 8 above. Any extension of up to six months after SCD will be granted for completion of the project on the basis of adequate justification, with the approval of Steering committee, without any penalty.
- 9.3. Any extension beyond 6 months after SCD will be granted with the approval of Hon'ble Minister of New and Renewable Energy, with suitable penalties as specified below.
- 9.4. A penalty of Rs. 27,780/- (Indian Rupees Twenty-Seven Thousand Seven Hundred Eighty only) per day, subject to a maximum of 0.5% of the CFA finally released by SECI, will be levied on the Executing Agency from the delay in commissioning the Project as per Clause 8 above, subject to any extension provided as per Clause 9.3 above. The said penalty shall be recovered from the Executing Agency from the allocated CFA.
- 9.5. Note: The penalty is levied on behalf of the Government of India to ensure these Projects are not left incomplete or delayed for reasons which don't qualify for any extension of time. Therefore, SECI will be under no obligation to demonstrate any proof of loss on account of such delay or incompleteness /non-completion of the Project.
- 9.6. MNRE/SECI reserves the right to retract sanction/cancel/short close the Projects in consultation with the Steering Committee in cases where the Executing Agency faces unreasonable delays or fails to comply with the objectives/provisions of this scheme or the Mission.

10. **Funding and disbursement**

- 10.1. The financial support development of at least two Green Hydrogen Hubs with Central Financial Assistance (CFA) of up to Rs. 100 Crore each will only be for supporting core infrastructure of Green Hydrogen Hubs.

10.2. Stages of disbursement of Central Financial Assistance (CFA) are as follows:

| Sl. No. | Disbursement stage | % of CFA to be released to EA |
|---------|---|-------------------------------|
| 1 | Date of issue of Administrative Approval | 20% |
| 2 | Milestone based disbursement | 70% |
| | i. Acquisition of 100 % land as per DPR | 20% |
| | ii. Financial closure | 20% |
| | iii. Investment of 80% of committed funding* | 30% |
| 3 | Completion of construction activities and commissioning of Hydrogen Hub | 10% |

**Total investment as committed by the EA in the DPR.*

10.3. EA will remit the accrued interest and other charges to Consolidated Funds of India as per rule 230(8) of GFRs 2017.

10.4. The detailed checklist along with the list of documents to be submitted for Milestone based disbursement shall be shared subsequent to the issuance of LoA.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

11. Obtaining CfP Documents

Interested Applicants have to download the official copy of CfP & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - B). The Applicants shall be eligible to submit/upload the Proposal document only after logging into the ISN-ETS portal and downloading the official copy of CfP.

12. Cost of Documents and Tender Management fees

Prospective Applicants are required to submit their proposals in response to this CfP document along with a non-refundable cost of CfP document and Tender Management Fees as mentioned in the Bid Information Sheet. An Applicant will be eligible to participate in the selection process only on submission of all the applicable financial amounts as per the Proposal Information Sheet. Payments against Cost of CfP document and Tender Management Fee shall be done only through NEFT/RTGS (electronic transfer), and the Applicants shall submit the transaction receipt, as part of the online proposal submission.

The bank details of SECI are available at SECI's website, www.seci.co.in, under the "Financials" tab. Upon making the necessary payments, the prospective Bidders shall immediately write to SECI (mailing to finance@seci.co.in), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. SECI will not be liable for any delay in issuing necessary invoices in this regard.

Proposals submitted without Cost of CfP document and/or Tender Management Fee (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

MSEs (Micro and Small Enterprises) having valid UDYAM registration on the last date of submission of proposals only are exempted from submission of Cost of CfP Document, and Tender Management Fees. For a Consortium to be eligible for exemption from submission of Cost of CfP Document, and Tender Management Fees, all the members of the Consortium shall be registered as MSE.

13. Financial Closure or Project Financing Arrangements

- 13.1. At the stage of Financial Closure, the EA shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the EA shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity/investment in the Project. The EA shall also submit details of all planned/ proposed equipment that are required for construction and commissioning of Green

Hydrogen Hub, viz.- manufacturer, model number, datasheet, along with necessary purchase order/agreements for the Project.

14. **Instructions to Applicants for Structuring of Proposals in Response to CfP**

The Applicant, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to CfP. Submission of proposals by Applicants in response to CfP shall be done in the manner described below:

- a. Checklist for Proposal Submission as per **Annexure-A**
- b. Covering Letter as per **Format 7.1**.
- c. In case of a Consortium/Joint Venture, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium/Joint Venture shall be provided in original as per format attached hereto as **Format 7.2**.
In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
- d. Board Resolutions, as per prescribed formats enclosed as per **Format 7.3** duly certified by the Company Secretary or the Director of the relevant applicant, as applicable to the applicant and mentioned hereunder:
 - i. Board Resolution from the Applicant Company or the Lead Member of the Consortium/JV, as the case may be, in favour of the person signing the response to CfP and in the event of selection of the Project. Board Resolution from each of the Consortium/JV Members in favour of the person signing Consortium/JV Agreement.
 - ii. Board Resolution from the Applicant Company committing 100% (One Hundred Percent) of the equity/investment requirement for the Project/ Board Resolutions from each of the Consortium/JV Members together in aggregate committing to 100% (One Hundred Percent) of equity/investment requirement for the Project (in case of Consortium/JV); and
 - iii. Board Resolutions from each of the Consortium/JV Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium/JV Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium/JV pursuant to the terms and conditions in the Consortium Agreement/JV.
- e. In case of a Consortium/JV, the Consortium/JV Agreement between the Members in the Consortium/JV as per **Format 7.4**, along with Board resolution from each Member of the Consortium/JV for participating in Consortium/JV.
- f. Undertaking as per **Format 7.5**.
- g. A disclosure statement as per **Format 7.6** regarding participation of any related

companies in the selection process.

h. Attachments

- i. Memorandum of Association, Article of Association needs to be attached along with the Proposal. The bidder should also highlight the relevant provision which highlights the objects relating to Power/Energy/Renewable Energy/ Green Hydrogen/Hydrogen project development.
- ii. Certificate of Incorporation of Applicant Company/ all member companies of Consortium/JV.
- iii. A certificate of shareholding of the Applicant company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of Proposal submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their Parents/ Ultimate Parents/ Affiliates and other Group Companies to satisfy themselves that CfP conditions have been complied with and the applicant will ensure submission of the same within the required time lines.
- iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of proposal submission (whichever is applicable), shall be required to be submitted.
- v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- i. Any other documents required for evaluation of proposals as per Section 5.

15. **Important Notes and Instructions to Applicants**

- 15.1. Wherever information has been sought in specified formats, the Applicants shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 15.2. The Applicants shall be shortlisted based on the declarations made by them in relevant schedules of CfP. The documents submitted online may be verified before the Administrative Approval in terms of Section 5 of the CfP and at any point of time during the Project implementation period.
- 15.3. If the Applicant/Member in an Applicant Consortium/JV conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to CfP, in any manner whatsoever, SECI reserves the right to reject such response to CfP and/or cancel the Letter of Award. Applicant shall be solely responsible for disqualification based on their declaration in the submission of response to CfP.

- 15.4. Response submitted by the Applicant shall become the property of the SECI and SECI shall have no obligation to return the same to the Applicant.
Also, the confidential information/data pertaining to the Green Hydrogen Hub, including but not limited to execution plan, will not be shared by SECI to any third party without prior consent of the Applicant, unless sought by the Government or required to be given under law.
- 15.5. All documents of the response to CfP (including CfP and subsequent Amendments/ Clarifications/ Addenda) submitted online must be digitally signed by the person authorized by the Board as per Format 7.3.
- 15.6. The response to CfP shall be submitted as mentioned in Clause 14 of the CfP. No change or supplemental information to a response to CfP will be accepted after the scheduled date and time of submission of response to CfP. However, SECI reserves the right to seek additional information from the Applicants, if found necessary, during the course of evaluation of the response to CfP.
- 15.7. The Applicant shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant proposal is submitted into the ‘Time Locked Electronic Key Box (EKB)’ before the commencement of the Online Tender Opening Event (TOE).
- 15.8. All the information should be submitted in English language only. In case of foreign Applicants having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 15.9. Applicants shall mention the name of the contact person and complete address and contact details of the Applicant in the covering letter.
- 15.10. Response to CfP that are incomplete, which do not substantially meet the requirements prescribed in this CfP, will be liable for rejection by SECI.
- 15.11. Response to CfP not submitted in the specified formats will be liable for rejection by SECI.
- 15.12. Applicants delaying in submission of additional information or clarifications sought will be liable for rejection.
- 15.13. Non-submission and/ or submission of incomplete data/ information required under the provisions of CfP shall not be construed as waiver on the part of SECI of the obligation of the Applicant to furnish the said data/ information unless the waiver is in writing.
- 15.14. Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this CfP.

- 15.15. All the financial transactions to be made with SECI including any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the CfP.

16. **Non-Responsive Proposal**

The electronic response to CfP submitted by the Applicant along with the documents submitted **online** to SECI shall be scrutinized to establish “Responsiveness of the Proposal”. Each Applicant’s response to CfP shall be checked for compliance with the submission requirements set forth in this CfP.

Any of the following conditions shall cause the Proposal to be “Non-responsive”:

- (a) Non-submission of the requisite Cost of CfP and/ or Tender Management Fee as mentioned in the Proposal Information Sheet.
- (b) Response to CfP not received by the due date and time of Proposal submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for Envelop before the commencement of the Online Tender Opening Event (TOE).
- (d) In case it is found that the Applicant Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this CfP, then all these proposals submitted shall be treated as non-responsive and rejected.

In any of the above cases, the Proposal shall not be considered for opening and evaluation process.

17. **Method of Submission of Response to CfP by the Applicant**

17.1. **Documents to be Submitted Online**

No document is required to be submitted offline. Detailed instructions to be followed by the Applicants for online submission of response to CfP are stated as **Annexure-B**. The Applicants shall strictly follow the instructions mentioned in the electronic form in Envelope while filling the form.

All documents of the response to CfP submitted online must be digitally signed and uploaded on the website, <https://www.bharat-electronictender.com> which should contain the following:

i. **Techno-commercial Proposal**

The Applicant shall upload the single proposal containing scanned copies of the following documents duly signed and stamped on each page or digitally signed by the authorized signatory as mentioned below.

- i. Annexure-A
- ii. Formats - 7.1, 7.2 (if applicable), 7.3, 7.4 (if applicable), 7.5 and 7.6 as elaborated in Clause 14 of the CfP.

- iii. All attachments elaborated in Clause 14 of the CfP, under the sub-clause i: Attachments, with proper file names.
- iv. All supporting documents regarding meeting the eligibility criteria and scoring during the evaluation of proposal
- v. Scanned Copies of NEFT/RTGS details towards Cost of CfP document and Tender Management Fee as mentioned in Proposal Information Sheet.

The applicant will have to fill the Electronic Form provided at the ISN-ETS portal as part of Envelope.


Submission of Pass-phrase: The Applicant shall be required to submit the Pass-Phrase to decrypt the proposal into the ‘Time Locked Electronic Key Box (EKB)’ before the commencement of the Tender Opening Event (TOE).

Important Note:

- The Applicants shall not deviate from the naming and the numbering formats of envelop mentioned above, in any manner.
- In case an Applicant has paid cost of CfP document and Tender Management Fee for this CfP and chooses not to participate in the selection process (i.e. the Applicant does not submit any Proposal to SECI), the respective amounts paid to SECI will be refunded without any interest payment, to the respective Applicant.

18. Notice Board for Display

The Applicant will have to put a notice board (at least 180 cm x 120 cm) at its Project site main entrance prominently displaying the following message before Commissioning of the Project.

| |
|---|
| <p>___ MT Green Hydrogen Hub Owned and operated by ----- (Insert name of the EA) [Under Call for Proposal for Setting up of Green Hydrogen Hubs in India under National Green Hydrogen Mission by Solar Energy Corporation of India Limited]</p> <div style="text-align: center;">  </div> <p>Village....., Tehsil....., District....., State.....</p> |
|---|

19. Validity of the Proposals

The Applicant shall submit the proposal which shall remain valid up to the date as on 12 months from the last date of submission of response to this CfP (“Proposal Validity”). SECI reserves the right to reject any response to this CfP which does not meet the aforementioned validity requirement.

20. **Proposal Preparation Cost**

The Applicant shall be responsible for all the costs associated with the preparation of the response to CfP and participation in discussions and attending pre-bid meeting(s) etc. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the selection process.

21. **Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments**

Clarifications/ doubts, if any, on CfP document may be emailed and/ or submitted through ISN-ETS portal. The format for submission of clarifications is available on the portal. A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website). SECI will make efforts to respond to the same in the Pre-Bid Meeting. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS portal. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on the same portal and SECI's website. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the CfP documents, the Applicant shall be provided a period of at least 7 days there from, for submission of proposal.

22. **Right of SECI to Reject a Proposal**

SECI reserves the right to reject any or all of the responses to CfP or cancel the CfP or annul the selection process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the CfP being cancelled prior to opening of proposals, the Tender Management Fee (excluding GST, if amount credited to SECI's account), without any interests, submitted by the Applicants shall be returned to the respective Applicants. In the event of opening of proposals, Tender Management Fee will not be refunded, irrespective of the outcome of this selection process.

23. **Post Award Compliances**

Timely completion of all the milestones i.e. Construction and commissioning, etc. will be the sole responsibility of Applicant. SECI shall not be liable for issuing any intimations/ reminders to Applicants for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with Applicant 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 and CfP must be timely submitted by the EA.

24. **Points of Contact in SECI**

Following officers/departments are to be contacted by the Applicants/EAs based on the stage of bidding and project implementation under this CfP:

- i) Proposal submission up to issuance of LoA:- Details as per Bid Information Sheet
- ii) Subsequent to issuance of LoA:-

| | |
|---|--|
| Sh. Ankit Bhatt Sr. Engineer | Phone (Off): 011-24666290 Email: ankit.bhatt@seci.co.in |
| Sh. Abhishek Kumar Ambasta Sr. Manager | Phone (Off): 011-24666252 Email: akambasta@seci.co.in |
| Sh. Manas Ranjan Mishra DGM | Phone (Off): 011-24666231 Email: manas@seci.co.in |

SECTION 4. QUALIFICATION REQUIREMENTS FOR APPLICANTS

Short listing of Bidders will be based on the following Criteria:

25. Prospective Applicants:

25.1. The following agencies are eligible for submitting their project proposals under this scheme:

- i. Central Public Sector Undertakings (CPSUs)
- ii. State-PSUs
- iii. Private Sector Companies
- iv. State-Owned Corporations/Organizations
- v. Autonomous Bodies
- vi. JV/Partnerships/Consortiums of above stated agencies

25.2. Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this CfP has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to disbursement of 1st tranche of the CFA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.4).

25.3. A foreign company can also participate on standalone basis or as a member of consortium at the CfP stage. In case of foreign company participating on standalone basis and its selection as successful Applicant, it shall form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, prior to disbursement of 1st tranche of the CFA. In case a Foreign Company is selected as the successful Applicant, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

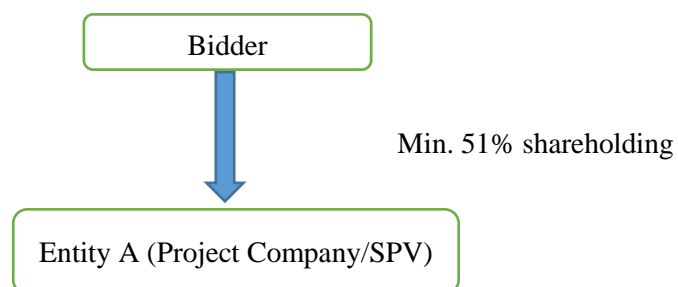
25.4. Individual persons, Proprietorships, Partnerships, Trusts, NGOs, and Limited Liability Partnership (LLPs) are not eligible for participation on an individual basis or as a part of a Consortium.

25.5. An Applicant which has been selected as a Successful Applicant based on this CfP can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Applicant, or (b) a Project Company incorporated as a subsidiary Company of the Successful Applicant, for setting up the Project, and in each case, having at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before the disbursement of 1st tranche of the CFA.

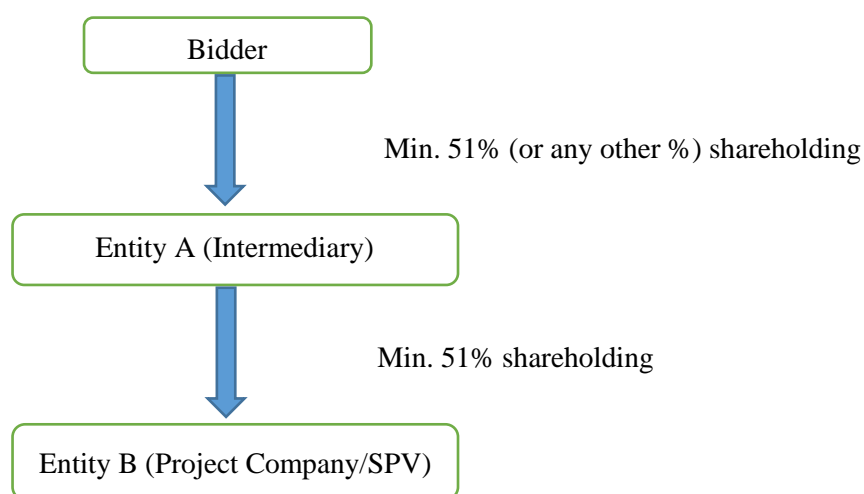
25.6. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 25.3 and 25.5 above should be an immediate subsidiary of the

Applicant, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per provisions of the CfP, only Scenario 1 will be permissible under this CfP.

25.7. The necessary capabilities need to exist with the EAs for taking forward the project towards completion and commercialization.

SECTION 5. PROPOSAL EVALUATION AND AWARD

26. Project Proposal Evaluation:

- i. Proposal evaluation will be carried out considering the information furnished by Applicants as per provisions of this CfP. The detailed evaluation procedure and selection of Applicants are described in subsequent clauses in this Section.
- ii. The selection of project proposals will be done based on the following scoring matrix:

| S. No. | Criteria | Weightage |
|--------------|-------------------------------|-------------|
| 1 | Evaluation of Proposals | 80% |
| 2 | Presentation by the Applicant | 20% |
| Total | | 100% |

26.1. Evaluation of proposal:

- i. The Techno-commercial Proposals submitted online of only those Applicants will be opened by SECI whose required documents as mentioned at Clause 14 of the CfP are received by SECI on or before the bid submission deadline.
- ii. The Applicant will be required to submit the following documents along with project proposal, in addition to the documents listed at Clause 14 above:
 - Registration Certificate, MOA & AOA
 - Brief profile of Organization and Organizational chart
 - CA certificate for Net Worth, Liquidity and Turnover
 - Authorization / Board Resolution (as applicable) for the signatory to the project proposal
- iii. The Project proposals will be evaluated in accordance with the detailed criteria mentioned below:

| S.no. | Parameter Description | | Max Marks | Criteria for scoring | |
|----------|---|--|-----------|---|--------------------------|
| 1 | Planned Production of Hydrogen and its derivatives | | | 50 | |
| a | Green Hydrogen Production approved/ agreement signed or under process/MoU | Documents required 1. Approved Green Hydrogen projects 2. Signed agreement for Green Hydrogen production plants 3. List of under-process agreements with potential investors | 15 | Production Agreements signed $X \geq 1,50,000 \text{ MT}$ $1,50,000 \text{ MT} > X \geq 1,00,000 \text{ MT}$ | Marks 15 12 |
| b | Infrastructure available and planned | The proposal should list the infrastructure already available at the | 15 | Up to 15 | |

| | | proposed location. The proposals shall also include a Detailed Project Report (DPR) for development of additional infrastructure along with details of existing infrastructure as detailed under scope of work at clause 5 above | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------------------------|--|----|--|-------------|--|--|-------|----------|---|---------------|---|-------------|---|----------------|---|----------------|--|-------------|-------|------------------------------------|---|----------------------------|---|-------------------------|---|-------------------|--|-------------|-------|--------------------------|----|------------------------|---|---|---|---|---|-------------------------|---|
| c | Natural Resource availability | Documents to support the claim for potential sourcing of RE, water availability and allocation of land. | 20 | <table><tr><th colspan="2">RE Sourcing</th></tr><tr><th>Distance of substation of suitable capacity*</th><th>Marks</th></tr><tr><td>X≥ 150km</td><td>2</td></tr><tr><td>150km>X≥ 75km</td><td>3</td></tr><tr><td>75km>X≥25km</td><td>4</td></tr><tr><td>Less than 25km</td><td>5</td></tr><tr><th colspan="2">Water Sourcing</th></tr><tr><th>Description</th><th>Marks</th></tr><tr><td>Desalination plant/treatment plant</td><td>5</td></tr><tr><td>Artificial water resources</td><td>3</td></tr><tr><td>Natural Water resources</td><td>1</td></tr><tr><th colspan="2">Land availability</th></tr><tr><th>Description</th><th>Marks</th></tr><tr><td>100 % land in possession</td><td>10</td></tr><tr><td>50% land in possession</td><td>7</td></tr><tr><td>In-principal allocation of land from state agency</td><td>5</td></tr><tr><td>Arrangement of land using any another methodology</td><td>3</td></tr><tr><td>No information provided</td><td>0</td></tr></table> | RE Sourcing | | Distance of substation of suitable capacity* | Marks | X≥ 150km | 2 | 150km>X≥ 75km | 3 | 75km>X≥25km | 4 | Less than 25km | 5 | Water Sourcing | | Description | Marks | Desalination plant/treatment plant | 5 | Artificial water resources | 3 | Natural Water resources | 1 | Land availability | | Description | Marks | 100 % land in possession | 10 | 50% land in possession | 7 | In-principal allocation of land from state agency | 5 | Arrangement of land using any another methodology | 3 | No information provided | 0 |
| RE Sourcing | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Distance of substation of suitable capacity* | Marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| X≥ 150km | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 150km>X≥ 75km | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 75km>X≥25km | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Less than 25km | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Water Sourcing | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Description | Marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Desalination plant/treatment plant | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Artificial water resources | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Natural Water resources | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Land availability | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Description | Marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100 % land in possession | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50% land in possession | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| In-principal allocation of land from state agency | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Arrangement of land using any another methodology | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| No information provided | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | *Relevant documents shall be submitted to prove that the existing/planned substation is capable to handle the project capacity of the Green Hydrogen hub | | | | | | | | | | | | | | |
|---------------------------------|--|--|----|---|---------------------------------|-------|-----------------|-------|-------------------------|----|-----------------------|---|------------------------|---|------------------|---|------------------|---|
| 2 | Technology, Applications and end-use | | 20 | | | | | | | | | | | | | | | |
| a | Presence of multiple end-use industries and current H2 demand in the region and projections for next 5 years | Documents to prove that the following end use industries are present in the vicinity: i. Refining ii. Steel iii. Shipping iv. Transport, v. Fertilizer, vi. Chemicals, vii. Power generation viii. Any other Documents to support the corresponding demand and projections for next 5 years | 5 | <table><tr><th colspan="2">Annual Current Demand in MT (X)</th></tr><tr><th>Description</th><th>Marks</th></tr><tr><td>X ≥ 50,000</td><td>10</td></tr><tr><td>50,000>X≥ 30,000</td><td>7</td></tr><tr><td>30,000>X≥ 10,000</td><td>5</td></tr><tr><td>10,000>X≥ 1</td><td>3</td></tr><tr><td>0</td><td>0</td></tr></table> | Annual Current Demand in MT (X) | | Description | Marks | X ≥ 50,000 | 10 | 50,000>X≥ 30,000 | 7 | 30,000>X≥ 10,000 | 5 | 10,000>X≥ 1 | 3 | 0 | 0 |
| Annual Current Demand in MT (X) | | | | | | | | | | | | | | | | | | |
| Description | Marks | | | | | | | | | | | | | | | | | |
| X ≥ 50,000 | 10 | | | | | | | | | | | | | | | | | |
| 50,000>X≥ 30,000 | 7 | | | | | | | | | | | | | | | | | |
| 30,000>X≥ 10,000 | 5 | | | | | | | | | | | | | | | | | |
| 10,000>X≥ 1 | 3 | | | | | | | | | | | | | | | | | |
| 0 | 0 | | | | | | | | | | | | | | | | | |
| b | Proximity to an export terminal/demand centre of minimum capacity of 50,000 MT | Documents to support the proximity | 5 | <table><tr><th>Distance</th><th>Marks</th></tr><tr><td>In-situ</td><td>5</td></tr><tr><td>20 km ≥X> 1 km</td><td>4</td></tr><tr><td>50 km ≥X> 20 km</td><td>3</td></tr><tr><td>100 km ≥X> 50 km</td><td>2</td></tr><tr><td>200 km ≥X> 100km</td><td>1</td></tr><tr><td>More than 200 km</td><td>0</td></tr></table> | Distance | Marks | In-situ | 5 | 20 km ≥X> 1 km | 4 | 50 km ≥X> 20 km | 3 | 100 km ≥X> 50 km | 2 | 200 km ≥X> 100km | 1 | More than 200 km | 0 |
| Distance | Marks | | | | | | | | | | | | | | | | | |
| In-situ | 5 | | | | | | | | | | | | | | | | | |
| 20 km ≥X> 1 km | 4 | | | | | | | | | | | | | | | | | |
| 50 km ≥X> 20 km | 3 | | | | | | | | | | | | | | | | | |
| 100 km ≥X> 50 km | 2 | | | | | | | | | | | | | | | | | |
| 200 km ≥X> 100km | 1 | | | | | | | | | | | | | | | | | |
| More than 200 km | 0 | | | | | | | | | | | | | | | | | |
| c | Firm off-take agreements signed (in MT of H2 or H2 derivatives) | Copy of Signed agreements | 10 | <table><tr><th>Firm off take agreement (X)</th><th>Marks</th></tr><tr><td>X ≥ 1,00,000 MT</td><td>5</td></tr><tr><td>1,00,000MT>X≥ 75,000 MT</td><td>4</td></tr><tr><td>75,000MT>X≥ 50,000 MT</td><td>3</td></tr><tr><td>50,000MT >X≥ 25,000 MT</td><td>2</td></tr><tr><td>X< 25,000 MT</td><td>0</td></tr></table> | Firm off take agreement (X) | Marks | X ≥ 1,00,000 MT | 5 | 1,00,000MT>X≥ 75,000 MT | 4 | 75,000MT>X≥ 50,000 MT | 3 | 50,000MT >X≥ 25,000 MT | 2 | X< 25,000 MT | 0 | | |
| Firm off take agreement (X) | Marks | | | | | | | | | | | | | | | | | |
| X ≥ 1,00,000 MT | 5 | | | | | | | | | | | | | | | | | |
| 1,00,000MT>X≥ 75,000 MT | 4 | | | | | | | | | | | | | | | | | |
| 75,000MT>X≥ 50,000 MT | 3 | | | | | | | | | | | | | | | | | |
| 50,000MT >X≥ 25,000 MT | 2 | | | | | | | | | | | | | | | | | |
| X< 25,000 MT | 0 | | | | | | | | | | | | | | | | | |

| 3 | Financial Commitment | | 30 | | |
|---|---|--|----|-----------------------------|-------|
| a | Financial viability of the proposed hub | Documents to support the claim including DPR | 5 | Up to 5 | |
| b | Equity investment by the executing agency out of the total project cost | Board resolution for equity commitment and DPR along with financial strength | 10 | Equity percentage (X) | Marks |
| | | | | X >30% | 10 |
| | | | | 30% ≥X>20% | 7 |
| | | | | X<10% | 0 |
| c | Debt tied up with the financial institutions out of total debt required for the project | Copy of agreements/ letter for corresponding percentage of funding tied up with financial institutions as per the project cost stated in DPR | 15 | Funding percentage tied (X) | Marks |
| | | | | X >80% | 15 |
| | | | | 80% ≥X>60% | 12 |
| | | | | 60% ≥X>40% | 9 |
| | | | | X<40% | 0 |

iv. The interested Applicants are required to submit duly signed documents (as per requirements mentioned above). The Proposals submitted will be evaluated by the Project Appraisal Committee (PAC) under the Chairmanship of Mission Director, NGHM.

v. Subject to Clause 14 of the CfP, SECI/PAC will examine all the documents submitted by the Applicants and ascertain meeting of eligibility conditions prescribed in the CfP. During the examination of proposals, SECI/PAC may seek clarifications/additional documents to the documents submitted etc. from the Applicants if required to satisfy themselves for meeting the eligibility conditions by the Applicants. Applicants will be required to respond to any clarifications/additional documents sought by SECI/PAC within 07 (seven) days from the date of such intimation from SECI/PAC. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Applicant to ensure that the email id of the authorized signatory of the Applicant is functional. The Applicant may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Applicants to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any proposal on account of the above.

26.2. Presentation:

The applicant will be required to present the proposal in front of the Evaluation Committee/ Project Appraisal Committee. The Committee will assess the preparedness of the applicant and check and rectify any incongruence/gaps in the proposal.

Evaluation Committee/Project Appraisal Committee's decision regarding the scores provided and selection of Applicant shall be final and binding on all participating Applicants.

27. Selection of the EA and Issuance of LoAs

27.1. The selection of EA shall be done based on the scores received by the Applicant as defined in clause 26 above. The top two Applicants, receiving the highest and second highest scores as a result of the above evaluation, will be eligible for issuance of Letters of Award (LoAs).

27.2. At the end of selection process, for each Project, LoAs will be issued to the Successful Applicants after the Administrative Approval by MNRE, for its respective proposal for setting up of Hydrogen Hub. In case of a Consortium/JV being selected as the successful Applicant, the NoA shall be issued to the Lead Member of the Consortium/JV.

27.3. The Successful Applicant may choose to execute the Project through an SPV, in which case the following documents of the SPV shall be required to be submitted prior to disbursement of 1st tranche of CFA:

- i. Controlling shareholding in line with Clause 14 of the CfP.
- ii. Copy of Certificate of Incorporation of SPV.
- iii. Details of promoters and their shareholding in the SPV in line with Clause 14 of the CfP.
- iv. Copy of the MoA of the SPV.
- v. Board Resolution from the Successful Applicant committing total equity infusion in the SPV for execution of the Project under this Scheme
- vi. Other documents as per CfP, NoA and LoA.

27.4. In this case, necessary addendum to LoA will be issued by SECI subsequent to receipt of the above mentioned documents and successful verification of the same.

27.5. SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned.

27.6. In all cases, SECI's decision regarding selection of Applicant or annulment of tender process shall be final and binding on all participating Applicants.

28. Miscellaneous Provisions

The following miscellaneous provisions shall be applicable in this Call for Proposal:

28.1. **Charges & Cost:** Unless otherwise agreed, all charges and cost shall be borne by the EAs for development of Green Hydrogen Hubs. Till the issuance of Letter of Award, under no circumstances, SECI/MNRE shall be liable for any cost and charges whatsoever for the activities under taken by the Executing Agencies.

- 28.2. Compliance with Applicable Laws / Regulations / Guidelines and Technical/Regulatory Approvals:** EAs shall comply with all applicable laws, regulations and guidelines. The EA shall be solely responsible for obtaining the safety, environmental and other approvals as required.
- 28.3. Testing and Certification:** The EA shall get necessary testing and certification compliance from the concerned agencies.
- 28.4. Indemnity:** EA shall indemnify, defend and hold SECI and MNRE harmless against any claims, losses, damages, cost, expenses, penalty, fines arising out of any of act, omission, breach, actions and deeds of the EA.
- 28.5. Confidentiality:** The Parties undertake to hold in confidence information / data / documents exchanged during course of execution of the project (and subsequently) and not to disclose the terms and conditions of the transaction contemplated hereby to third parties without the prior written consent of the other Party, except:
- a) to their professional advisors;
 - b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
 - c) Disclosures required under Law
- 28.6. Adherence to the Highest Degree of Standards:** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Execution Process and subsequently. The Authority may reject any Application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent engaged in misrepresentation, intellectual property (IP) right violation, corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. In such case, SECI will withdraw the application of such agency immediately and further SECI reserves right to debar such agency from participation in any of SECI's tenders for a further period of two (2) years from the date of such debarment.
- 28.7. Steering Committee:** Overall monitoring of the scheme and evaluation of projects undertaken will be done by the Steering Committee under the chairmanship of Secretary MNRE and comprising of members viz., Mission Director-NGHM and any other members as nominated. The Steering Committee shall be responsible for overall monitoring and implementation of the scheme and suggest modification and course corrections for its successful implementation.
- In case of any ambiguity in the interpretation of any of the provisions of the scheme, the decision of MNRE shall be final. The Steering Committee will also facilitate/ recommend measures to resolve difficulties if any.

28.8. **Project Appraisal Committee:** A Project Appraisal Committee (PAC) under the Chairmanship of Mission Director, NGHM, shall monitor/review/evaluate the project proposals and recommended projects for sanction of CFA. The PAC shall monitor sanctioned projects on quarterly basis for the allocation of funds based upon the progress of the project. Based on the recommendation of PAC, MNRE shall release the CFA to the EA.

28.9. **Progress Report:** The EA shall submit monthly progress reports to SECI.

SECTION 6. DEFINITIONS

29. **Definitions of Terms:** Following terms used in the documents will carry the meaning and interpretations as described below:

- i. **“AFFILIATE”** shall mean a company that, directly or indirectly,
 - a) controls, or
 - b) is controlled by, or
 - c) 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.
- ii. **“BID”** or **“PROPOSAL”** shall mean the documents submitted by the Applicant towards meeting the qualifying requirements, along with the Detailed Project Report submitted by the Applicant as part of its response to the CfP issued by SECI.
- iii. **“Applicant”** shall mean the Company/organization (including a foreign company) or a Consortium/Joint Venture (JV) submitting the Proposal. Any reference to the Applicant includes Company/Consortium/ JV, Member of a Consortium/JV including its successors, executors and permitted assigns and Lead Member of the Consortium/JV jointly and severally, as the context may require; foreign companies participating in this process shall be registered as companies as per the rules of their country of origin.
- iv. **“BIDDING CONSORTIUM”** or **“CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this CfP under a Consortium Agreement.
- v. **“CfP”** or **“CfP DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Call for Proposal” document issued by SECI along with subsequent clarifications and amendments thereof, vide CfP No. SECI/C&P/EOI/17/0002/24-25 dated 20.08.2024.
- vi. **“CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For Applicants incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.
- vii. **“CHARTERED ENGINEER”** shall mean a person practicing in India or a firm whereof all the partners practicing in India is/are registered as “Professional Engineer(s)/ Chartered Engineer(s)” under the Indian Institute of Engineers or other recognized institution in India.

- viii. **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- ix. **“CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
- x. **“DAY”** shall mean calendar day.
- xi. **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- xii. **“EXECUTING AGENCY” or “EA”** shall mean the Bidding Company or a Bidding Consortium/JV participating in the bid and having been selected and allocated a Project by SECI (through a competitive bidding process), including the SPV formed by the selected applicant/ consortium/JV for the purpose of setting up of the Project.
- xiii. **“GREEN HYDROGEN HUB”** shall mean a dedicated zone denoted by the EA for setting up of the assets providing facilities and services identified as per Clauses 2 and 5 of this CfP.
- xiv. **“GUIDELINES”** shall mean “Scheme Guidelines for setting up Hydrogen Hubs in India under the National Green Hydrogen Mission” vide OM No. 353/7/2024-NT dated 15.03.2024, including subsequent amendments and clarification thereof, if any, issued until the last date of proposal submission of this CfP.
- xv. **“GROUP COMPANY”** of a Company means
 - a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - c) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - d) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - e) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited shall not be deemed to be Group Company, and its

shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

- xvi. **“INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;
- xvii. **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
- xviii. **“JOINT VENTURE”** or **“JV”** shall mean a joint agreement, whereby the parties that have joint control of the arrangement have the right to its net assets, which collectively submit the response in accordance with the provisions of this CfP under a JV Agreement.
- xix. **“LEAD MEMBER OF THE BIDDING CONSORTIUM/JV”** or **“LEAD MEMBER”**: There shall be only one Lead Member, who shall be authorized to act as the Lead Member by all the other members in the Bidding Consortium/JV.
- xx. **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder(s) for award of the Project.
- xxi. **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- xxii. **“LLC”** shall mean Limited Liability Company.
- xxiii. **“MEMBER IN A BIDDING CONSORTIUM/JV”** or **“MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.
- xxiv. **“MISSION”** shall mean the National Green Hydrogen Mission.
- xxv. **“MONTH”** shall mean calendar month.
- xxvi. **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.
- xxvii. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- xxviii. **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
- xxix. **“PROJECT”** shall mean the Green Hydrogen Hub, comprising all the assets required to set up the Hub under this CfP.

- xxx. **“PROJECT COMMISSIONING”**: The Project will be considered as fully commissioned by the EA when the full awarded ‘Capacity’ has been operationalized, in line with the Commissioning procedures defined in the CfP/LoA.
- xxxi. **“PROJECT LOCATION”** shall mean the area identified by the EA, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being set up.
- xxxii. **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- xxxiii. **“SECI”** shall mean Solar Energy Corporation of India Limited.
- xxxiv. **“SELECTED APPLICANT”** or **“SUCCESSFUL APPLICANT”** shall mean the Applicant selected pursuant to this CfP to set up the Project as per the terms of CfP/LoA.
- xxxv. **“STATUTORY AUDITOR”** shall be as defined in the Companies Act, 2013.
- xxxvi. **“TOE”** shall mean Tender Opening Event.
- xxxvii. **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.
- xxxviii. **“WEEK”** shall mean calendar week.

SECTION 7. SAMPLE FORMS & FORMATS FOR PROPOSAL SUBMISSION

The following formats are required to be submitted as part of the CfP. These formats are designed to demonstrate the Applicant's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the CfP.

Format 7.1

COVERING LETTER

**(The Covering Letter should be submitted on the Letter Head of the Applicant/Lead
Member of Consortium/JV)**

Ref. No. _____

Date: _____

From: _____ (Insert name and address of Applicant Company/ Lead Member of Consortium/JV)

Tel. #:

E-mail address#

To,

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

Sub: Response to CfP No. dated for (Insert title of the CfP)

Dear Sir/ Madam,

We, the undersigned [insert name of the 'Applicant'] having read, examined and understood in detail the CfP including the Qualification Requirements in particular, terms and conditions, hereby submit our response to CfP.

We confirm that we, including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies, directly or indirectly, have not submitted response to CfP for 'Call for Proposal for Setting up of Hydrogen Hubs in India under National Green Hydrogen Mission', other than this response to CfP.

We are submitting the proposal against this CfP for the development of following Project: -

| Name of the Green Hydrogen Hub | Location of the Green Hydrogen Hub | Capacity of the Green Hydrogen Hub | Amount of CFA requested (max. 100 Crore) |
|---|---|---|---|
| | City: District: State: | | |

1. We give our unconditional acceptance to the CfP, dated [Insert date in dd/mm/yyyy], issued by SECI. In token of our acceptance to the CfP document along with the amendments and clarifications issued by SECI, the same have been digitally

signed by us and enclosed with the response to CfP. We shall ensure that provisions of CfP shall be binding on us. Further, we confirm that we shall commission the Green Hydrogen Hub for the full Project capacity within the deadline as per Clause 8 of the CfP.

2. We will provide all the information/ documents as requested by SECI/MNRE or its representative (individual or firm) during the period of implementation of this scheme. We also undertake to provide unrestricted access to the SECI/MNRE or its representative (individual or firm) for physical inspection for implementation of the scheme.
3. We have submitted our response to CfP strictly as per Section 7 (Sample Forms and Formats) of this CfP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We understand that MNRE/SECI will also be entitled to make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations to conduct sample checks to verify claims of Executing Agency.
5. We undertake to submit necessary documents to SECI/MNRE in support of the CFA claimed for the milestone achieved.
6. We undertake that the decision of SECI/MNRE would be final and binding upon us with respect to release of incentives.
7. **Acceptance:-**
We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the CfP shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the CfP and all claims in respect of this process.
We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects in line with the provisions of the CfP, shall be binding on us.
8. **Familiarity with Relevant Indian Laws & Regulations:-**
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to CfP and execute the project, in the event of our selection as Successful Applicant.
9. In case of our selection as the Successful Applicant under this CfP, and the Project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of this CfP. Further, we will submit a Board Resolution prior to disbursement of 1st tranche of the CFA, committing total equity infusion in the SPV as per the provisions of CfP.
10. We are submitting our response to the CfP with formats duly signed as desired by you in the CfP online for your consideration.
11. It is confirmed that our response to the CfP is consistent with all the requirements of submission as stated in the CfP, including all clarifications and amendments and subsequent communications from SECI.
12. The information submitted in our response to the CfP is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the CfP.
13. We confirm that all the terms and conditions of our proposal are valid up to 12 months

from the last date of submission under this CfP.

14. **Contact Person**

Details of the representative to be contacted by SECI are furnished as under:

Name :

Designation :

Company :

Address :

Phone Nos. :

Mobile Nos. :

E-mail address :

15. We have neither made any statement nor provided any information in this proposal, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Proposal are true and accurate. In case this is found to be incorrect after our selection as Successful Applicant, we agree that the LoA will be terminated and incentive disbursed, if any shall be recovered from us.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium/JV)

(To be provided by each of the other members of the Consortium/JV in favor of the Lead Member)

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of
Appropriate Value)*

***(The term “Consortium” in this draft may be replaced with “Joint Venture” in case of
Applicants participating in a JV)***

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having
its registered office at,, and M/s
having its registered office at, (Insert names and
registered offices of all Members of the Consortium) the Members of Consortium have
formed a Consortium named (Insert name of the Consortium if
finalized) (hereinafter called the ‘Consortium’) vide Consortium Agreement
dated..... and having agreed to appoint
M/s.....as the Lead Member of the said Consortium do hereby
constitute, nominate and appoint M/s.....a company incorporated under
the laws ofand having its Registered/ Head Office at
.....as our duly constituted lawful Attorney (hereinafter called as
Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in
regard to submission of the response to CfP No.....

We also authorize the said Lead Member to undertake the following acts:

1. To submit on behalf of Consortium Members response to CfP.
2. To do any other act or submit any information and document related to the above response to CfP.

It is expressly understood that in the event of the Consortium being selected as Successful Applicant, this Power of Attorney shall remain valid, binding and irrevocable until the Consortium achieves execution of the Project.

We, as the Member of the Consortium, agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the
Member of the Consortium have executed these presents on this..... day ofunder
the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)

Accepted

(Signature, Name, Designation and Address

of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr/ Ms....., be and is/are hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to CfP vide CfP No. _____ for _____ (Insert title of the CfP), including signing and submission of all documents and providing information/ response to CfP to Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our proposal for the said Project. *(To be provided by the Applicant or the Lead Member of the Consortium/JV)*

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity/investment in the Project. *(To be provided by the Applicant)*

[Note: In the event the Applicant is a Consortium/JV, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium/JV Agreement] in the Project. **(To be provided by each Member of the Consortium/JV including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium/JV] and Mr/ Ms....., be and is hereby authorized to execute the Consortium/JV Agreement. *(To be provided by each Member of the Consortium/JV including Lead Member)*

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium/JV Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium/JV pursuant to the terms and conditions contained in the Consortium/JV Agreement dated executed by the Consortium/JV as per the provisions of the CfP. **[To be**

passed by the Lead Member of the Consortium/JV]

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT FOR CONSORTIUM/JOINT VENTURE AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

(The term “Consortium” in this draft may be replaced with “Joint Venture” in case of Applicants participating in a JV)

THIS Consortium/Joint Venture (JV) Agreement (“Agreement”) executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Consortium/JV should list the details of all the Consortium/JV Members] for the purpose of submitting response to CfP, against CfP No. _____ dated _____ issued by Solar Energy Corporation of India Limited (SECI) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023.

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS, SECI had invited response to CfP vide its CfP dated _____.

WHEREAS the CfP stipulates that in case response to CfP is being submitted by a Consortium/JV, the Members of the Consortium/JV will have to submit a legally enforceable Consortium/JV Agreement in a format specified by SECI wherein the Consortium/JV Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium/JV do hereby mutually agree as follows:

1. We, the Members of the Consortium/JV and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the CfP for self and agent for and on behalf of Member-2, _____,

Member-n and to submit the response to the CfP.

2. The Lead Member is hereby authorized by the Members of the Consortium/JV and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium/JV Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium/JV in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium/JV in the issued equity share capital of the Project Company is/shall be in the following proportion:

| Name | Percentage |
|--------------|-------------------|
| Member 1 | --- |
| Member 2 | --- |
| Member n | --- |
| Total | 100% |

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Executing Agency achieves Financial Closure and commission the Project as per the terms of CFP.
7. In case of any breach of any equity investment commitment by any of the Consortium/JV Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the contract and shall remain valid until the expiration or early termination of the LoA in terms hereof, unless expressly agreed to the contrary by SECI.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to CfP.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the CfP except with prior written consent of SECI.
14. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the CfP.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s----- [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated
_____)

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s----- [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated
_____)

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

UNDERTAKING

(To be submitted on the letterhead of the Applicant/each member of Consortium/JV)

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to CfP vide CfP No. _____ dated _____, that as on the last date of proposal submission, M/s _____ (insert name of the Applicant), or any of its Affiliates is not a wilful defaulter to any lender. We further undertake that as on the last date of proposal submission, M/s _____ (Insert name of the Applicant) & 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 Applicant 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 Green Hydrogen Hub under the scheme, SECI will be entitled to cancel the allocation to our Green Hydrogen Hub and we agree to pay any charges towards penalties/recoveries as imposed by SECI.

(Signature, Name & Designation of the Authorized Signatory)

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Applicant/ Each Member of Consortium/JV)

DISCLOSURE

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Applicant/ Lead Member of Consortium/JV)*

Tel. #:

E-mail address#

To

(Enter Address of SECI)

Sub: Response to CfP No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the CfP Selection process for the CfP No. _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the CfP, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the Applicant company as per the Companies Act 2013. No other entity has a direct/indirect control in the Applicant except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the CfP including but not limited to cancellation of our response to this CfP and LoA as applicable, we, i.e. M/s _____ (enter name of the Applicant company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

CHECKLIST FOR SUBMISSION OF PROPOSAL**Name of the Applicant:**

(In case of JV/ Consortium, name of all the members to be indicated and lead member to be identified)

Type of the Applicant:

(Company, CPSU, State-PSU, Private Sector, State Corporation, Autonomous bodies, JV/ Partnerships/ Consortiums of above stated agencies)

| S.no. | Name of document | Submitted or not | Page no. | Remarks (if any) |
|-------|---|------------------|----------|------------------|
| 1 | Format 7.1 (Covering Letter) | | | |
| 2 | Format 7.2 (Power of Attorney) | | | |
| 3 | Format 7.3 (Board Resolution) | | | |
| 4 | Format 7.4 (Consortium Agreement) | | | |
| 5 | Format 7.5 (Undertaking) | | | |
| 6 | Format 7.6 (Disclosure) | | | |
| 7 | Certificate of Incorporation | | | |
| 8 | Article of Association | | | |
| 9 | Memorandum of Association | | | |
| 10 | Brief profile of Organization and Organizational chart | | | |
| 11 | CA certificate for Net Worth, Liquidity and Turnover | | | |
| 12 | A certificate of shareholding of the Applicant company duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of Proposal submission | | | |
| 13 | Certified copies of annual audited accounts for the last financial year | | | |
| 14 | Certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of proposal submission | | | |

| | | | | |
|-----|---|--|--|--|
| 15 | Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily | | | |
| 16 | Documents for scoring | | | |
| a | Green Hydrogen Production approved/ agreement signed or under process/MoU | | | |
| b | Infrastructure available and planned | | | |
| c | Natural Resource availability | | | |
| i | RE Sourcing | | | |
| ii | Water Sourcing | | | |
| iii | Land availability | | | |
| d | Presence of multiple end-use industries and current H2 demand in the region and projections for next 5 years | | | |
| e | Proximity to an export terminal/demand centre of minimum capacity of 50,000 MT | | | |
| f | Firm off-take agreements signed (in MT of H2 or H2 derivatives) | | | |
| g | Financial viability of the proposed hub | | | |
| h | Equity investment by the executing agency | | | |
| i | Debt tied up with the financial institutions out of total debt required for the project | | | |

Date:

Name, designation and signature
of Authorized Signatory

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

GENERAL

The Special Instructions (for e-Tendering) supplement ‘Instructions to Bidders’, as given in these CfP Documents. Submission of Online Bids is mandatory for this CfP.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited (SECI)* has adopted a secured and user-friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN-ETS. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from ElectronicTender®. A portal built using ElectronicTender’s software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage One Envelope

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - i. Query to SECI (Optional)
 - ii. View response to queries posted by SECI

8. Bid-Submission on ETS
9. Post-TOE clarification on ETS (optional)
10. Respond to SECI Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the CfP & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of CfP and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

| | |
|------------------------------|---|
| ISN-ETS/ Helpdesk | |
| Telephone/ Mobile | <i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i> |
| Email-ID | support@isn-ets.com [Please mark CC: support@electrontender.com] |

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

1. Submission of Proposal
2. Submission of digitally signed copy of Tender Documents/ Addendum

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted[®] functionality, the contents of both the 'ElectronicForms[®]' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of

e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the ‘Main-Bid’, the contents of the ElectronicForms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, SECI may ask for re-submission/ clarification for correct pass-phrase. In the event of a bidder forgetting the

Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Cost of CfP Document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SECI.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Pre-requisite for participation in bidding process

1. Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
2. The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
3. A valid e-mail ID of the Organization/ Firm

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.