**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

**New Delhi**

**Ref: SECI/C&P/MI/00/06/2026-27/Clarification-01** **Date: 27.10.2026**

**Request for Selection (RfS) for Selection of Green Ammonia Producer for Production and Supply of 54,000 MTPA Green Ammonia in India through Cost-Based Competitive Bidding under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-2A-Tranche-II) : Clarifications to the queries on the RfS (RfS No. SECI/C&P/MI/00/06/2026-27 dated 24.09.2026)**

| S. No. | Documents | Clause No. | Existing Clause | Proposed Modifications | Rationale/Remarks | SECI's Response |
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| 1 | RfS | Clause 23(ii), Format 7.2 & Format 7.4 | Clause 23(ii) permits a foreign Consortium/JV Member to submit a Board Resolution in place of the Power of Attorney prescribed under Format 7.2, subject to submission of an unqualified legal opinion from its legal counsel. Format 7.4 separately requires Board Resolutions from each Consortium/JV Member covering the prescribed authorizations, equity commitment and participation in the Consortium/JV. Format 7.4 further provides that, where modified for compliance with the local laws of a foreign entity, an unqualified legal opinion shall be submitted. | It is requested that a foreign Consortium/JV Member may be permitted to submit one consolidated Board Resolution incorporating all the requirements and authorizations prescribed under Format 7.2, as applicable to a Board Resolution submitted in lieu of the POA, and Format 7.4, while retaining all the information and authorizations required under both formats. | This would enable the foreign Consortium/JV Member to provide one comprehensive corporate authorization covering both the POA-related requirements under Format 7.2 and the Board Resolution requirements under Format 7.4. Consequently, the foreign entity may obtain one unqualified legal opinion covering the consolidated Board Resolution, thereby avoiding duplication of corporate documentation and separate legal-opinion processes, while ensuring that all requirements of both formats remain fully addressed. | In the event any Member of the Bidding Consortium/JV (other than Lead Member) is a foreign entity, the entity may submit a single Board Resolution stating the requirements as mentioned in clause 23.ii and 23.iv of the RfS |
| 2 | RfS | Clause 26.2 (II) & Format 7.10 | Clause 26.2 (II) – Financial Bid (Second Envelope) specifies that the Second Envelope shall contain the scanned copies of: (i) Covering letter for the financial bid as per Format 7.10 of the RfS; and (ii) Preliminary Estimate of Cost of the Project as per Format 7.11 of the RfS. **Format 7.10, however, states "Enclosure: Annexure-I"**, and Annexure-I to Format 7.10 contains the details of Estimated Employment Generation. | It is requested that SECI may kindly clarify whether **Annexure-I to Format 7.10 is required to be submitted as part of the Financial Bid (Second Envelope)** along with Format 7.10 and Format 7.11. | While Clause 26.2 (II) specifically lists Format 7.10 and Format 7.11 as documents forming part of the Financial Bid, Format 7.10 itself identifies Annexure-I as an enclosure. Clarification is requested to ensure that the bidder submits the complete set of documents required in the Second Envelope and avoids any ambiguity regarding the treatment of Annexure-I. | Annexure-I (Estimated Employment Generation) forms an integral enclosure to Format 7.10 and shall be submitted along with Format 7.10 and Format 7.11 as part of the Financial Bid (Second Envelope). |
| 3 | Rfs | Clause 23(x)(a): | Clause 23(x)(a): "Memorandum of Association, Articles of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Green Hydrogen and/or its derivatives, including Green Ammonia, production." The clause further provides that if such provisions are not mentioned in the MoA/AoA of the Bidding Company, the same shall be amended and submitted prior to signing of GAPA, if selected. | It is requested that SECI may kindly clarify whether, in case of a foreign entity participating as a Consortium/JV Member, the equivalent constitutional/charter documents of such foreign entity, as applicable under the laws of its jurisdiction, may be submitted in lieu of the MoA and AoA prescribed under Clause 23(x)(a). It is further requested that such foreign entity may be permitted to highlight the corresponding provisions in its applicable constitutional/charter documents relating to the objects/business activities of Green Hydrogen and/or its derivatives, including Green Ammonia production, wherever such provisions are applicable under the laws of its jurisdiction. | The requirement under Clause 23(x)(a) specifically refers to the MoA and AoA, which are Indian corporate-law documents. A foreign entity may not have documents corresponding exactly to an Indian MoA/AoA under the laws of its jurisdiction. Clarification is therefore requested to confirm that the equivalent constitutional/charter documents applicable to the foreign entity under its jurisdictional laws may be submitted in lieu of the prescribed MoA/AoA, without requiring the foreign entity to create or amend documents in a form that is not applicable under its governing law. | It is clarified that in the case of a foreign entity participating as a Bidding Company or a member of a Bidding Consortium/JV, the equivalent documents applicable under the laws of its jurisdiction of incorporation may be submitted in lieu of the prescribed Memorandum of Association (MoA) and Articles of Association (AoA). The foreign entity shall highlight the relevant provisions in its documents authorizing it to engage in business activities relating to Green Hydrogen and/or its derivatives, including Green Ammonia production. |
| 4 | GAPA | Clause 4.7.1 | Prior to commissioning of the Green Ammonia Project, the GAP shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by an agency identified by the SECI/MNRE to carry out testing and certification for the Green Ammonia projects. | SECI may kindly specify the applicable standards, testing parameters and certification requirements for the requisite acceptance/performance test under this Clause. Further, the process for appointment/identification of the testing and certification agency may kindly be clarified. | The Clause presently refers to requirements "as may be laid down" by an agency identified by SECI/MNRE, without specifying the applicable standards or certification parameters. Defining the requirements and certification process at the bid stage will provide greater clarity to the GAP and facilitate appropriate project design, procurement and commissioning planning. | The detailed commissioning procedure, testing protocols, specific parameters, and the designated testing and certification agency (such as NABL-accredited laboratories or empaneled third-party inspection agencies) shall be formally notified by SECI/MNRE subsequent to the issuance of the Letter of Award (LoA) and prior to the Scheduled Commencement of Supply Date (SCSD). |
| 5 | RfS | Clause 7.1 | Bidders are required to submit: (a) Construction Plan; (b) Tentative Project location(s); and (c) Timelines/PERT chart of major construction activities. The above details may be changed by the Successful Bidder subsequent to issuance of LoA. | SECI may clarify that a broad-level Construction Plan and PERT chart is sufficient at the bid stage, with detailed construction planning to be submitted subsequently by the Successful Bidder as the project FEED and engineering progress. | At the bid stage, detailed construction planning may not be fully firmed up. A broad-level plan will provide sufficient visibility while allowing refinement after award. | Clause 7.1 explicitly permits the Successful Bidder to modify the submitted Construction Plan, tentative project location(s), and PERT chart subsequent to the issuance of the LoA. |
| 6 | RfS | Annexure-B | Specifications/details have not been provided for Pressure Requirements, Any other impurities, Number of Lots, Rate of Discharge at Delivery Point, Unloading Time, and Any other restrictions. | SECI/Procurer may kindly provide the applicable specifications/details for: (i) Pressure Requirements for Green Ammonia, (ii) permissible limits for any other impurities, (iii) Number of Lots, (iv) Rate of Discharge at the Delivery Point, (v) permitted Unloading Time, and (vi) any other restrictions applicable at the Delivery Point. | These details are required for appropriate design and sizing of the Green Ammonia production, storage, transportation and delivery systems and for ensuring compliance with the Procurer's requirements. | A site vist to the Procurer's plant was conducted on 05.10.2026 wherein the bidders were required to gather the existing facility details in addition to the details already provided as part of the Detailed Site Matrix.. Further, the detailed operational and logistics specifics—including exact delivery pressure, discharge rates, unloading time windows, and lot schedules—shall be discussed, finalized, and aligned directly between the Successful Bidder (GAP) and the Procurer (fertilizer company) post-award during detailed engineering and operational synchronization prior to the commencement of supply under the GAPA/GASA. |
| 7 | RfS | Annexure-B | Detailed Site Matrix | We kindly request you to provide the operating conditions and details of the unloading procedure and ammonia storage system at MBAPL. | | |
| 8 | RfS | Annexure-B | Detailed Site Matrix | We kindly request you to provide the details of the existing storage system at the MBAPL site, including the type and capacity of storage tanks, operating temperature, operating pressure, and other relevant operating parameters. | | |
| 9 | RfS | Annexure-B | Detailed Site Matrix | We kindly request you to provide the site-related information/data for MBAPL, Dhule, including ambient temperature (dry bulb and wet bulb), soil conditions/data, rainfall data, and other relevant site-specific information. The above data will help us in evaluating the site conditions and finalizing the plant location, layout, and associated infrastructure near the existing MBAPL plant premises. | | |
| 10 | RfS | Annexure-B | Detailed Site Matrix | We kindly request you to provide the P&ID of the existing unloading facility at MBAPL to help us understand the unloading arrangement, process flow, equipment, and operating mechanism. | | |
| 11 | GAPA | 11.5.1 | a. A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.<br>b. Any payments made after ten (10) days up to and including the 30th Day after the date of presentation of Bill through hard copy, shall be allowed a rebate of 1 %. | No rebate shall be available in case of payment within due date. | The rebate will ultimately be built in bid price and increase the quoted prices. The present focus is to increase the adoption of Green Ammonia, so in order to reduce the cost, this rebate should not be required. | The rebate clause shall be applicable only in case the same is mutually agreed to by the GAP and the Procurer prior to signing of GASA. |
| 12 | GAPA | 14.3.5 | the GAP shall be liable to pay to Procurer(s), damages, equivalent to 36 (Thirty Six) months, or balance GAPA period, whichever is less, for its contracted capacity with the stipulated availability. | The liability of GAP shall be limited to 10% of Annual Offtake Value. | The GAP shall be making significant CAPEX and with no funds inflows, the GAP cannot be expected to pay such huge damages. GAP and procurer default cannot be considered at par as GAP has invested huge amount and would not be in position to be liable for such damages. So, the liability of GAP shall be limited to 10% of Annual Offtake Value. | Tender conditions remain unchanged. |
| 13 | GAPA | 14.4.5 | In case SECI's Event of Default is triggered by a default on the part of the Procurer, the above amount will be recovered by SECI from the Procurer and subsequently passed on to GAP. SECI's default shall be limited to the amount which can be recovered from the Procurer for the default on the part of the Procurer. | We request SECI to take the responsibility to compensate the GAP completely in case of any default by the Procurer irrespectively of the amount recovered from Procurer | This may be appreciated that with such payment risks lenders will not be comfortable to finance the projects or else they shall provide financing on very inferior terms ultimately increasing the LCOA. | Tender conditions remain unchanged. |
| 14 | GAPA | 15.1 | Indemnity | Any liability under this clause shall be limited to the contract price | This is leading to unlimited liability to the GAP and would not be ageable to lenders and company management. | Tender conditions remain unchanged. |

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| 15 | GAPA | 4.2.4 | ... In case of non-availability of Grid and Transmission System during Term of this Agreement, GAP at its own risk and cost shall make alternate arrangements for RE power to meet the supply schedule of the Procurer. | Any non-availability of Grid and Transmission System during Term of this Agreement shall be considered as FM. | Availability of Grid and Transmission System during is beyond control of GAP, so it should be part of FM. | Tender conditions remain unchanged. |
| 16 | GAPA | 4.5.2 | In case of Force Majeure Events as specified in Article 4.5.1(b) and (c), continues even after a maximum period of nine (9) months from the date of the Force Majeure Notice, termination of this Agreement shall be caused solely at the discretion of SECI | GAP shall be compensated based on future cash flows from project in case of Termination due to FM. | Tender conditions remain unchanged. | Tender conditions remain unchanged. |
| 17 | GAPA | 12.3, 12.4, 12.5, 14.5 | Limited Force Majeure scope and unilateral termination right. | Kindly expand Force Majeure to include Government restrictions, approval delays, transportation disruptions, cyber-attacks, curtailment, RE generator Force Majeure and contractor Force Majeure. Further provide termination rights to both Parties in case of prolonged Force Majeure, with release of security and no damages payable. | Current Force Majeure provisions do not adequately cover Green Ammonia project risks. | Tender conditions remain unchanged. |
| 18 | GAPA | 12.7.1 d | Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event. | Procurer to be liable to make payments to GAP even incase of FM event at Procurer's end. | GAP would have made huge investment and such waiver on payment obligations on account of FM events at Procurer end would not be covered under any insurance and would cause huge financial burden to the GAP and it will be unable to service its repayment obligations to lenders. The Procurer may take suitable insurance for such FM events. | Tender conditions remain unchanged. |
| 19 | RfS | 8.1 | GAP is allowed to meet maximum 10% of the shortfall in the annual Green Ammonia Supply commitment through third party/other sources subject to condition that the Green Ammonia supplied meets the Green Ammonia criteria under the Scheme and the Green Ammonia Certification has been obtained for such supplied quantum. | Kindly clarify whether the 10% is computed on (a) the shortfall or (b) the annual contracted quantum (54,000 MT), and confirm that the GAPA is aligned. We request that it be computed on the annual contracted quantum, and that certified third-party GA be counted towards the 90% periodic Supply Schedule. | The base changes the permitted quantity materially: for a 10% annual shortfall (5,400 MT), 10% of the shortfall is only 540 MT, whereas 10% of the annual quantum is 5,400 MT. A clear base is needed to size the bridging arrangement and to price supply-continuity risk under a fixed price with no escalation. | The Clause is self explanatory as it states that maximum 10% of shortfall in the annual Green Ammonia Supply Commitment can be supplied through third party/other sources subject to condition that Green Ammonia supplied meets the Green Ammonia criteria under the Scheme and the Green Ammonia Certification has been obtained for such supplied quantum. |
| 20 | RfS | 9.7 | In cases of delay in commissioning of the Project beyond SCSD on account of events not covered under Articles 4.5.1.a/b/c of the GAPA, and yet, being beyond reasonable control of the GAP, such matters will be referred to the Scheme Monitoring Committee ... for necessary directions in cases seeking extension of SCSD up to 6 months. | Kindly provide automatic day-for-day SCSD extension, without PBG encashment, tariff reduction or penalties, where delays arise due to statutory approvals, environmental clearances, water permits, forest approvals, CTU/STU connectivity, GNA approvals or other Government approvals beyond GAP's control. | Several critical-path items (CTU/STU connectivity, environmental/forest/water approvals, RE evacuation) are controlled by third parties. Under Cl. 9.5.b the PBG is encashed from the first day after SCSD, while relief under Cl. 9.7 is discretionary. A defined relief mechanism gives bidders certainty to price the project. | Tender conditions remain unchanged. |
| 21 | RfS | 11.4 | In case the purity of GA supplied by GAP is found to be less than the purity specified by the Procurer and mentioned in the RfS, Procurer will be under no obligation to offtake such GA. | Kindly clarify that (a) only the off-specification consignment may be rejected, (b) the GAP may re-test, rectify or re-deliver within a reasonable cure period, and (c) quantity rejected on a bona fide test may be made up in the next supply period without shortfall penalty. | Supply below 90% of the periodic Supply Schedule is treated as shortfall (Cl. 8.1, 8.2). Cl. 11.2 contemplates differences between loading-point and Delivery Point test results; without a cure/make-up mechanism, one rejected consignment could create penalty exposure. Cl. 8.2 permits carry-forward of shortfall only by mutual agreement of all parties. | Under Clause 11.4 of the RfS, only the consignment that fails to meet the specified purity and quality requirements may be rejected. |
| 22 | RfS | 15.2.b | For the part of power energy requirement which GAP is going to meet through a PPA with a 'Third Party', GAP shall submit a PPA with such 'Third Party' corresponding to the required power for operation of the GA Project within 6 months of Effective Date of GAPA. | Kindly allow submission of the third-party RE PPA by the date of Financial Closure, i.e. 12 months from the Effective Date (a binding term sheet may be submitted within 6 months, if SECI so requires). | Financial Closure (Cl. 21.2) requires 100% tie-up of funds and equipment details at 12 months. RE capacity, location, connectivity and PPA structure depend on the electrolyser and plant design, which is finalised closer to Financial Closure. A 6-month deadline forces commitment to an RE source before design and the lender process are settled. RE readiness 1 month before SCSD is unaffected. | Tender conditions remain unchanged. |
| 23 | RfS | 17.1 | The PBG of GAP shall be returned to them after successful commencement of supply from the awarded capacity after taking into account any penalties as applicable, as per terms of GAPA. | Kindly provide for pro-rata release/reduction of the PBG in proportion to the capacity commissioned (part commissioning in tranches of at least 25% per Cl. 9.4), on the basis of the commissioning certificate for each part. | Cl. 9.4 allows part commissioning and Cl. 9.5.b.i computes the penalty proportionate to the capacity not commissioned. The PBG (INR 7,500/MT, i.e. INR 40.5 Cr for 54,000 MT) should likewise reduce as capacity is commissioned, instead of being held in full against capacity already supplying. | Tender conditions remain unchanged. |
| 24 | RfS | 18.1 / 41.3 / 41.4 | 18.1 Success Charges ... Rs. 500 per MT + 18% GST ... 1st installment ... 50% ... within 30 days after issuance of LoA …<br>41.4 ... SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned. | Kindly clarify that the first instalment of Success Charges (with GST) will be refunded in full if the GAPA is not signed within the period in Cl. 41.3, or if the tender is annulled under Cl. 41.4 or Cl. 31, and that no other amount is forfeited in such cases. | The first instalment (INR 1.35 Cr + GST) is payable within 30 days of LoA, whereas GAPA signing follows the GASA with the Procurer and rests with SECI (Cl. 20.1; Cl. 41.3 allows up to 12 months). Cl. 41.4 states that annulment is 'without any financial implications' but is silent on refund of charges already paid. | Refer clause 31 of the RfS. |
| 25 | RfS | Annexure-B (Detailed Site Matrix), Sl. 3(E) | Annual Contracted Capacity: 54000 MT; Contracted Supply Schedule: Monthly. Frequency/Delivery Period: '5000 mt per month (330 Days)'. | Kindly provide the month-wise Supply Schedule (MT per month) for a contract year, clarify how the '330 Days' delivery period applies, and confirm that the 90% minimum in Cl. 8.1 is applied to the month-wise scheduled quantity. | 5,000 MT per month over 12 months (60,000 MT) exceeds the annual capacity of 54,000 MT, which equals about 10.8 months at 5,000 MT. The schedule, and the days on which the Procurer can receive ammonia, determine plant sizing, storage and logistics cost, and compliance with the 90% periodic requirement. | The total annual supply shall be limited to the Annual Contracted Capacity specified in the Detailed Site Matrix. The detailed Supply Schedule within each month, consistent with the annual contracted capacity and applicable delivery period, shall be mutually decided between GAP and Procurer subject to maximum monthly supply capacity of 5000 MT. |

**Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any query not published here and is not covered under the Amendments issued to the RfS, it shall be construed in such cases, tender conditions shall prevail.**