



Request for Selection (RfS) for

Selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost- Based Competitive Bidding under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-2A-Tranche-I)

RfS No. SECI/C&P/MI/00/0002/2024-25 dated 07.06.2024

Tender Search Code on ISN-ETS: SECI-2024-TN000024

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DISCLAIMER

- I. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- II. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
- III. This RfS document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- IV. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 07.06.2024

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost-Based Competitive Bidding under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-2A-Tranche-I)	
(B)	RfS NO. & DATE	SECI/C&P/MI/00/0002/2024-25 dated 07.06.2024	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/> Yes
(D)	TYPE OF RfS/ TENDER	E-TENDER	<input checked="" type="checkbox"/> Yes
		MANUAL	<input type="checkbox"/>
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document	
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	APPLICABLE	<input checked="" type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
		Amount: INR 25,000/- (Indian Rupees Twenty-Five Thousand only) + applicable GST, for each Bidder, to be submitted through NEFT/ RTGS transfer in the account of SECI along with the response to RfS	
(G)	BID PROCESSING FEE	APPLICABLE	<input checked="" type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
		Rs. 15,00,000/- (Indian Rupees Fifteen Lakh only) + applicable GST, for each Bidder, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.	

(H)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
		Applicable amount as per Clause 16 to be submitted in the form of Bank Guarantee/ Payment on Order Instrument along with the response to RfS.	
(I)	PERFORMANCE BANK GUARANTEE	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.	
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal	
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal	
(M)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.	
(N)	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	
(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	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	
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY	1) Sh. Pratik Prasun Senior Manager (C&P) Contact No.: 011-24666237 pratikpr@seci.co.in	

	ASSISTANCE REQUIRED	<p>2) Sh. Abhisekh Srivastav Manager (C&P) Contact No.: 011-24666260 abhisekhsri@seci.co.in</p> <p>3) Sh. Jayansh Gaur Deputy Manager (C&P) Contact No.: 011-24666281 jayansh.gaur@seci.co.in</p> <p>4) Sh. Swapnil Gandhi Senior Engineer (C&P) Contact No.: 011-24666359 swapnil.gandhi@seci.co.in</p>
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- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS 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 Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS 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>.

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SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 Solar Energy Corporation of India Limited (hereinafter called “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 Union Cabinet has approved the National Green Hydrogen Mission with an outlay of Rs. 19,744 Crore up to 2029-30. The Strategic Interventions for Green Hydrogen Transition (SIGHT) program is a major financial measure under the mission, with an outlay of Rs. 17,490 Crore. The program proposes two distinct financial incentive mechanisms to support domestic manufacturing of Electrolysers and production of Green Hydrogen. These incentives are aimed at enabling rapid scale-up, technology development and cost reduction.
- 1.3 Subsequent to the above, MNRE has issued “Scheme Guidelines for implementation of Strategic Interventions for Green Hydrogen Transition (SIGHT) Programme – Component II: Incentive for Procurement of Green Ammonia Production (under Mode-2A) of the National Green Hydrogen Mission” vide OM No. 353/2/2024-NT dated 16.01.2024 and Model Bidding Guidelines for Procurement of Green Ammonia (GA) dated 26.03.2024. SECI has been appointed as implementing agency for this Scheme. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications issued thereof, until the last date of bid submission of this RfS.
- 1.4 As part of the above scheme, SECI hereby invites proposals for “Selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost-Based Competitive Bidding under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-2A-Tranche-I)”. Selection of beneficiaries/ Green Ammonia Producers (GAP) shall be done in a transparent manner as per the criteria laid down in the Guidelines and RfS.
- 1.5 SECI shall be the Intermediary Procurer for procurement of Green Ammonia supplied by the GAPs and sale of such Green Ammonia to the Procurers entirely on back-to-back basis, based on due performance by the GAPs as well as the Procurers. SECI shall enter into a Green Ammonia Purchase Agreement (GAPA) with the successful Bidder(s)/GAP(s) selected based on this RfS for purchase of Green Ammonia for a period of 10 years based on the terms, conditions and provisions of the RfS and GAPA. The standard GAPA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.
- 1.6 Bidder setting up production facilities for supply of Green Ammonia (GA) will be eligible for applying for the incentive assistance under this scheme if it qualifies for the Qualification Requirements set forth in Section-4.

The Producer of Green Ammonia shall also be eligible for Carbon Credits under the Carbon Credit Trading Scheme, 2023 notified by Ministry of Power, including any subsequent amendments and clarifications thereof, subjected to fulfillment of stipulated criteria. The bidder is, therefore, required to quote the Price of Supply of Green Ammonia without the Carbon Credits. The detailed methodology in this regard will be issued in due course.

It is clarified that to be eligible for incentives under the RfS, the production line for supply of Green Ammonia should be owned by the Green Ammonia Producer (GAP). In other words, contract production and supply of Green Ammonia is not allowed under the RfS.

The same quantum of production and supply of Hydrogen and its derivatives is not eligible to receive incentives under two distinct modes of SIGHT Programme. For e.g., if a bidder gets incentive under Mode-1 of the SIGHT Programme for Green Hydrogen (GH₂) production, incentive under Mode-2A can only be claimed for additional capacity, over and above the capacity on which incentive is claimed under Mode-1.

2 Invitation for Bids

- 2.1 A Single Stage, Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Document. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SECI and the Bidder/GAP shall be governed by the RfS Documents.
- 2.2 SECI has issued this document in the capacity of Implementing Agency as mentioned in the Guidelines. As per the Guidelines, a Scheme Monitoring Committee (SMC) shall be formed under the co-chairmanship of Secretary, Department of Fertilizers and Secretary, MNRE with Mission Director of National Green Hydrogen Mission (NGHM) as one of its members and other experts as may be required for the purpose. The SMC shall periodically review the status of implementation/ performance of Green Ammonia Production Facilities awarded/ set up under the scheme. The Committee will also facilitate/ recommend measures to resolve difficulties, if any.
- 2.3 Interested bidders 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 invitation for bids. It shall be the sole responsibility of the interested bidders 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 Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders 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 Bid 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.

- 2.4 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 2.5 Bidder shall submit bid proposal along with non-refundable RfS Document Fee, Bid Processing Fees and Earnest Money Deposit (EMD), complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed RfS Document Fee, Bid Processing Fees and EMD will be rejected, with certain exceptions as provided in the RfS. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 2.6 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder 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.
- 2.7 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.8 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.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this document.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

- 3.1 Under this RfS, the Green Ammonia Producer (GAP) shall be required to set up Green Ammonia Production Facilities for production and supply of Green Ammonia to SECI, including storage and transportation up to the Delivery Point, with the primary objective of maximizing production of Green Ammonia in India, at its own cost and as per the provisions of the RfS and GAPA.
- 3.2 All approvals, permits and clearances required for setting up of the Project (including but not limited to clearances for land for the Project), operation of the Project, storage, supply and transportation of Green Ammonia from the Project up to the Delivery Point, shall be in the scope of the GAP.
- 3.3 The GAP shall be responsible for the delivery of Green Ammonia at the Delivery Point, including storage and transportation of Green Ammonia up to the Delivery Point. All the costs associated with the same, till Delivery Point, shall be borne by the GAP.
- 3.4 Identification of the land for setting up the Project, construction and ownership of the Production Facility, along with obtaining necessary clearances, permits, and approvals for production and supply of Green Ammonia up to the Delivery Point, will be under the scope of GAP.
- 3.5 The Successful Bidder/GAP is required to produce and supply the Green Ammonia capacity awarded to it under this RfS. Trading/arbitrage of Green Ammonia by the GAP for supply to the Procurer is not allowed under this RfS.
- 3.6 The detailed scope of work, quality parameters, quality determination, and transportation and supply from Green Ammonia Production plant are enclosed as Annexure-B.

4 *Total capacity offered*

- 4.1 The bidding for total available capacity of **5,39,000 Metric Tonnes (MT)/annum of Green Ammonia** intended for production and supply will be carried out through e-bidding followed by e-Reverse Auction process.
- 4.2 The location-wise breakup of the tendered capacity for the supply of Green Ammonia is as follows:

S. No.	Production Facility/ Project	Name of Procurer	Location of Procurer's plant	Annual GA Requirement (Metric Tonnes (MT))	Supply Schedule (Max. consignment size)*
1	Project-I	Indian Farmers Fertiliser Cooperative Limited (IFFCO)	Kandla, Gujarat	1,00,000	25,000 MT per quarter
2	Project-II	Indian Farmers Fertiliser Cooperative	Paradeep, Odisha	1,00,000	25,000 MT per quarter

		Limited (IFFCO)			
3	Project-III	Madras Fertilizers Limited (MFL)	Manali, Chennai, Tamil Nadu	4,000	350 MT per month
4	Project-IV	Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC)	Bharuch, Gujarat	50,000	12,500 MT per quarter
5	Project-V	Paradeep Phosphates Limited (PPL)	Paradeep, Odisha	75,000	23,500 MT per quarter
6	Project-VI	Paradeep Phosphates Limited (PPL)	Zuarinagar, Goa	25,000	4,500 MT every alternate month
7	Project-VII	Indorama India Private Limited (I IPL)	Haldia, West Bengal	20,000	1100 MT-1200 MT per month
8	Project-VIII	Mangalore Chemicals & Fertilizers Ltd. (MCFL)	Panambur, Mangalore, Karnataka	15,000	3,000 MT per quarter
9	Project-IX	Coromandel International Limited (CIL)	Vishakhapatnam, Andhra Pradesh	50,000	-
10	Project-X	Coromandel International Limited (CIL)	Kakinada, Andhra Pradesh	85,000	-
11	Project-XI	Coromandel International Limited (CIL)	Ennore, Tamil Nadu	15,000	-

**It is hereby clarified that the Supply Schedule as per the above table is the tentative Consignment size that will be asked for by the Procurer. The Procurer may modify the quantum of supply as per Supply Schedule such that the total ammonia to be supplied in a year is not greater than the Annual Ammonia Requirement stipulated in the above table.*

4.3 The Delivery Point for each Project shall be the factory of the Procurer located at the locations specified in the table above.

4.4 GAPA will remain in force till 10 years, as specified in the GAPA. However, the disbursement of Incentive for the allocated capacity under this RfS shall be for a period of 03 (three) years from the date of start of commencement of Green Ammonia production and supply to SECI/Procurer as per the Letter of Award (LoA).

5 Maximum Eligibility for Production Capacity Allocation to a Bidder

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 5.1 A total of 11 Projects will be allocated under this tender, as specified at Clause 4.2. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid undertaking to setup production facility(ies) for supply of Green Ammonia by submitting its bid for **maximum 11 Projects**.
- 5.2 The maximum cumulative capacity that will be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **5,39,000 MT/annum** of Green Ammonia production and supply.
- 5.3 The capacity quoted should be constant over the period of GAPA for Green Ammonia Production and supply (in Metric Tonnes (MT) per annum).

The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for allocation of Green Ammonia Production capacities for production and supply of Green Ammonia is elaborated in Section-5 of the RfS.

- 5.4 Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid. In case of Joint Venture Company/ Consortium, a partner/ company will be allowed to tie up the production capacity (of any stage) with another partner/company for one bid only.

6 Project Location

- 6.1 The Projects can be set up anywhere in India at the locations chosen by the GAP at its own discretion of and cost, risk and responsibility. However, Project location should be chosen taking cognizance of the Locations of delivery point specified at Clause 4.2 of the RfS
- 6.2 Project configuration: The term “Project” shall have the meaning as defined in Section-6 of the RfS.

7 Construction Plan Monitoring

- 7.1 Bidders are required to submit the following documents as part of their response to RfS:
 - a. Construction Plan
 - b. Tentative Project location(s)
 - c. Timelines/ PERT chart of major construction activities.

The above details may be changed by the Successful Bidder subsequent to issuance of LoA. The GAP is free to change the project location up to the date as on 6 months from the effective date of GAPA.

- 7.2 GAP shall be required to submit the Quarterly Progress Report to SECI containing the Project progress updates with respect to above parameters, along with reasons for delay, if any.
- 7.3 MNRE/SECI and/or its authorized agency will have the right to carry physical inspection of GAP’s Production Facilities and offices. SECI reserves the right to appoint Independent Engineer/ Firm for verification of technical parameters. MNRE may also

designate National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited labs or other third-party certification agencies, etc. for such verification.

- 7.4 It is clarified that Projects which are under construction are eligible for participation in this RfS. However, Projects which have already availed incentives under any other mode of SIGHT programme for the production and supply of Green Hydrogen/ Green Ammonia are not eligible for incentives under this RfS. However, incentives under this RfS can be claimed for any additional capacity being established for production and supply of Green Ammonia over and above the production capacity for which the GAP is already availing incentive as mentioned above.

8 *Green Ammonia Supply by Green Ammonia Producer*

8.1 Criteria for Green Ammonia Supply

Bidders shall produce and supply the Green Ammonia as per the Supply Schedule, subject to annual requirements stipulated under clause 4.2. The annual requirement for production and supply shall remain fixed for the entire term of GAPA. The GAP is required to produce and supply the Green Ammonia at the Delivery Point such that the supplied quantum is not less than 90% of the annual requirement specified by the Procurer for supply for the entire term of GAPA. However, the shortfall in Green Ammonia supply will not be applicable in events of Force Majeure identified under the GAPA with SECI, affecting supply of Green Ammonia by the GAP.

Annual supply of Green ammonia shall be calculated for each Contract Year starting from the date of commencement of supply of Green Ammonia from the Production Facility.

8.2 Shortfall in Supply of Green Ammonia

If for any Contract Year, it is found that the GAP has not been able to supply Green Ammonia corresponding to the minimum permissible value of annual supply as per Clause 8.1, on account of reasons primarily attributable to the GAP, such shortfall shall be dealt as per the applicable provisions of the GAPA.

9 *Commissioning & Commencement of Green Ammonia Supply*

- 9.1 Commercial Operation Date (COD) shall be the actual date of commencement of supply of GA declared by Commissioning Committee appointed by SECI and/or Procurer. In case of part commissioning/ part commencement of supply, COD will be declared only for that part of the Project Capacity.

- 9.2 A detailed commissioning procedure for the Production Facility for commencement of Green Ammonia supply will be issued subsequent to the issuance of LoA and prior to SCSD. The GAP will be required to intimate SECI at least 45 days in advance regarding expected date of commissioning/ part-commissioning of the Project for commencement of supply of Green Ammonia so that SECI may plan for site inspection or any other activity to be planned for confirmation/ validation of the commissioning/ part-commissioning.

Site inspection and verification of parameters as per the RfS may also be carried out by agencies authorized by MNRE/SECI/Procurer.

9.3 An inspection team comprising members from SECI and/or any agency authorized by SECI will visit the Production Facility at the time of commissioning or immediately after its commissioning to verify the awarded Production Capacity for supply of Green Ammonia, as per the LoA. If required, MNRE/SECI may also designate National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited labs, etc. for such verification. The GAP will be required to provide information/documents to the satisfaction of SECI/MNRE or any of their authorized representative to the extent of their satisfaction, as necessary for verification of claims of the GAP.

9.4 **Part commissioning:**

- a. Part commissioning of the Project shall be accepted by SECI/Procurer subject to the condition that the minimum capacity for acceptance of first part commissioning shall be 25% of Project Capacity (MT/annum) for procurement of GA, without prejudice to the imposition of penalty, in terms of the GAPA on the part which is not commissioned. The projects can further be commissioned in parts of at least 25% of total MT/annum Project Capacity. However, it is hereby clarified that the SCSD will not get altered due to part-commissioning. Further, in case of part-commissioning of the Project, possession of proportionate land (corresponding to that part capacity) shall be required to be demonstrated by the GAP. Irrespective of dates of part commissioning, the GAPA will remain in force till 10 years from the SCSD.
- b. Further, for Renewable Energy (RE) projects commissioned prior to the installation of GA Production Capacity as per the LoA, the bidder/GAP will be allowed to sell or trade RE power to any other third party or in power exchange.
- c. In case any part capacity is commissioned subsequent to SCSD, the incentive period for that particular part will get reduced by the period corresponding to the delay in commissioning beyond SCSD.
- d. In case only a part capacity has been commissioned up to the period allowed for commissioning of the Project with the applicable penalty as per Clause 9.5.b, only that part commissioned capacity will be eligible for incentive and the remaining capacity that has not been commissioned/ not commenced supply will stand cancelled, in which case the provisions as per Clause 9.5.c will be applicable for the capacity that has not been commissioned.

9.5 **Commencement of Supply of GA and Penalty for delay in Commencement of Supply beyond SCSD:**

- a. The Scheduled Commencement of Supply Date (SCSD) for supply of Green Ammonia from the full Project capacity shall be the date as on **36 months from the Effective Date of the GAPA**. (for e.g. if Effective Date of the GAPA is 20.10.2024, then SCSD shall be 20.10.2027).
- b. The maximum deadline allowed for commissioning of full Project capacity for commencement of supply of Green Ammonia shall be limited to the date as on 12 months from SCSD.

- i. In case of delay in commissioning of the Project beyond the SCSD until the date as on 6 months from SCSD, as part of penalty, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned/ not commenced supply of GA. For example, in case of a Project of 20,000 MT capacity, if commissioning of 5,000 MT capacity is delayed by 18 days beyond the SCSD, then the penalty shall be: PBG amount X $(5000/20000) \times (18/180)$. For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.
- ii. In case of delay in commissioning of the project beyond the date as on 6 months from SCSD until the date as on 12 months from SCSD, as part of penalty, the Price of Supply of Green Ammonia (Rs./kg) shall be reduced by Rs. 0.1/kg on per day basis and proportionate to the balance capacity not commissioned/ not commenced supply of GA. For example, in case the project of 20,000 MT capacity has been allocated to a bidder at price of supply of Rs. 65 per kg, if the commissioning of 5,000 MT capacity is delayed by 20 days beyond the date as on 6 months from SCSD, then the revised price of supply of Green Ammonia (in Rs./kg) shall be: $65 - \{0.10 \times 20 \times (5000/20000)\}$. This penalty is over and above the penalty specified as per clause 9.5.b.i above.
- c. For delay in commencement of Green Ammonia supply beyond the date as per Clause 9.5.b above, the awarded capacity shall stand reduced to the Project Capacity that has commenced supply of Green Ammonia until the date as per Clause 9.5.b above, and GAPA for the balance awarded capacity will stand terminated.
- d. Further, the price for GA supply for the final accepted capacity as on the date as per Clause 9.5.c shall be the weighted average of the prices of supply of Green Ammonia applicable for each of the part commissioned capacities and the same shall be applicable for the GA supply for the remaining term of GAPA.

Illustration: Suppose a bidder is allocated a project capacity of 2,00,000 MT of annual production and supply of GA at Rs. 65 per kg. Out of this, if 80,000 MT has been commissioned on the date of SCSD, 80,000 MT has been commissioned within 6 months from SCSD and the remaining 40,000 MT has been commissioned on the date as on 210 days from SCSD then the final revised price of supply shall be as follows.

Total allocated capacity of GA	2,00,000 MT		
Part capacity	80,000 MT	80,000 MT	40,000 MT
Date of commissioning	SCSD	Beyond SCSD but within 6 months from SCSD	210 days from SCSD
Price of Supply	Rs. 65 per kg	Rs. 65 per kg but with the encashment of PBG as penalty	= $65 - \{0.10 \times 30 \times (40,000/2,00,000)\}$ =Rs. 64.40 per kg
Revised price of Supply for entire quantum of GA for GAPA period	=weighted average of prices of supply = $\{(65 \times 80,000) + (65 \times 80,000) + (64.40 \times 40,000)\} / 2,00,000$ =Rs. 64.88 per kg		

Note: The penalty is levied on behalf of the Government of India to ensure that 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.

10 Early Commencement of Supply of Green Ammonia

The GAP shall be permitted for commencement of supply of Green Ammonia from full as well as part capacity of the Project even prior to the SCSD. Early commencement of Green Ammonia supply from the Project will be allowed solely at the risk and cost of the GAP, however, procurement of GA from such early part commissioned Project will be based on mutual agreement between all the parties i.e. SECI, GAP and Procurer. In case the Procurer/SECI agrees to purchase Green Ammonia from such early part/full Project Capacity prior to SCSD, such Green Ammonia will be purchased by SECI at Applicable Price of Supply as per GAPA and sold to the procurer at Applicable Price as per GASA and other terms and conditions of Green Ammonia procurement may be in reference of the GAPA & GASA on back-to-back basis.

In case Procurer does not agree to purchase such Green Ammonia, early part/full commencement of Green Ammonia supply from the Project shall still be allowed and the GAP will be free to sell such Green Ammonia to a third party until SCSD or the date of commencement of procurement of Green Ammonia from the Project as notified by SECI, whichever is earlier. Such intimation regarding consent to procure Green Ammonia from early commencement shall be provided by SECI within 30 days of intimation by the GAP, beyond which it would be considered as deemed refusal.

11 Quality and Quantity determination

- 11.1 Green Ammonia as well as the production process of GA must comply with technical specifications specified in this RfS, and with any other quality parameters specified from time to time by the Government of India.
- 11.2 GA shall be inspected at the Delivery Point for quality and quantity by the Procurer. It may also be carried out by third-party Quality Inspector empanelled by the Procurer. Timely audits may be undertaken by SECI/MNRE/Procurer to ensure that the GA and the production process of GA is in line with the technical specifications.
- 11.3 The findings of the inspector shall be final and binding on both the parties. However, parties shall reserve rights to raise disputes (if any) before the Dispute Resolution Authority, as per the procedure laid down in GAPA.
- 11.4 The Procurer has the right to check the quality or quantity of the product at the Delivery Point, at its own expense. In case of any dispute, a certified independent inspector may be appointed by GoI/MNRE. The certificate issued by the certified independent inspector shall be accepted by both GAP and Procurer and certificate will form the basis for any quantity/quality claim by GAP/Procurer. However, claim of GAP/Procurer shall not be accepted if the difference between the bill of landing weight and the discharge weight determined by the certified independent inspector is less than the minimum value in percentage as specified in RfS. 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.

12 Procedure for Incentive disbursement

12.1 The Production Facilities for supply of Green Ammonia awarded under this RfS will be eligible for getting direct incentive by SECI in Rs./kg of Green Ammonia produced and supplied on annual basis for a period of 3 years from the date of commencement of supply to SECI/Procurer from full Project capacity/capacity accepted under the RfS.

12.2 **Production Facility inspection prior to incentive disbursement:** For each of the years in which the GAP is eligible for disbursement of incentive (“Incentive years”), the assessment of the GAP’s claims for eligibility of incentive will be carried out as follows:

To verify the production commitments that have been fulfilled by the GAP, first visit to the Production Facility shall be conducted in the first month after commencement of supply. Thereafter, the visits may be carried out by SECI as per its own discretion. The traveling and lodging costs of officials from SECI/its designated agencies for each visit will be borne by SECI. All other costs pertaining to the inspection procedure will be borne by the GAP.

12.3 The GAP shall be required to give a self-declaration and a Cost Auditor’s certificate in support of meeting the production requirement, as part of its submission of claim for incentive for each year.

Incentive shall be disbursed to each successful bidder on an annual basis, after the requisite claim is received by SECI from the successful bidder/GAP and duly verified by SECI/Procurer.

It is hereby clarified that the incentives disbursed under this Scheme will be governed by applicable rules/laws under the Income Tax Act, 1961 and all applicable taxes on the incentive disbursed as per Income Tax/GST/any other will be borne by GAP.

12.4 GAP will be required to provide documents in support of the incentive claimed for a particular year based on actual production of Green Ammonia and its supply at the Delivery Point, subject to maximum supply equal to Awarded Capacity or modified capacity in line with Clause 9 of the RfS.

Documents required to be submitted by GAP for ascertaining the above will be specified in due course. MNRE/SECI will also make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations to conduct sample checks to verify claims of GAPs in respect of production capacity for supply of Green Ammonia.

12.5 In case a GAP fails to meet the committed production and supply of Green Ammonia, then GAP will be eligible for incentive based on the actual production and supply of Green Ammonia. Further, in case of difference in the quanta of production and supply of Green Ammonia, lower of the two values (either the production quantum or supply quantum) will be considered for incentive disbursement.

12.6 An illustration to this effect is brought out as follows:

- Assuming the Effective Date of GAPA as **20.06.2025**. Accordingly, SCSD of the Projects under this RfS becomes **20.06.2028**.
- Assuming the date of commencement of Green Ammonia production and supply is **20.06.2028**, the incentive disbursement schedule is brought out as follows:

Incentive year		Scheduled incentive disbursement as per LoA
Incentive-1	20.06.2028 to 19.06.2029	20.06.2029
Incentive-2	20.06.2029 to 19.06.2030	20.06.2030
Incentive-3	20.06.2030 to 19.06.2031	20.06.2031

12.7 Disbursement of last tranche of incentive will mark the termination of the incentive period, with no further claims regarding incentives disbursement to be entertained by SECI/MNRE.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

13 *Obtaining RfS Documents*

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

14 *Cost of Documents and Bid Processing Fees*

Prospective Bidders are required to submit their proposals in response to this RfS document along with a non-refundable cost of RfS document and processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of all the applicable financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SECI are available at SECI's website, www.seci.co.in, under the "Financials" tab.

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.

Bids submitted without Cost of RfS document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Joint Venture/Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Joint Venture/Consortium shall be registered as MSME.

15 *Project Preparedness*

15.1 **Land acquisition:** The GAP shall select the project location and acquire land for the project taking cognizance of location of Procurer's plant and delivery point as per Clause 4.2. To ensure timely completion and commencement of supply of GA, the GAP would be required to submit documents as mentioned below in the timeframe mentioned therein:

a. GAP shall submit documents/lease agreement to establish possession/right to use for

25% of the required land in the name of the GAP for a period not less than the complete term of the GAPA, within 6 (six) months from the Effective Date of GAPA. GAP shall also demonstrate the possession/right to use of 100% of the required land within 12 (Twelve) months from the Effective Date of GAPA. Wherever leasing of land is involved, the lease should allow transfer of land lease rights to the lenders or SECI/Procurer, in case of default of the GAP.

- b. In addition of submission of lease agreement/ right to use for land, following approvals/ NOCs/ clearance shall be submitted by the GAP within 12 (Twelve) months from the effective date of GAPA:
 - i. No Objection Certificate (NOC)/ Environmental Clearance for the Project, if applicable
 - ii. Forest Clearance for the land for the Project, if applicable
 - iii. A letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU) as applicable, confirming technical feasibility of connectivity of the plant to STU/ CTU substation, if required.
 - iv. Approval for supply of water from the concerned authority (if applicable) required for the Project.
 - v. Any other clearances (if any), as may be legally required.

15.2 **Renewable Energy requirement of GA Project:** Green Ammonia to be produced and supplied under this RfS can be produced by GAP using renewable energy from a co-located renewable energy plant, or sourced from a remotely located renewable energy plants, whether set up by the GAP, or any third-party. Renewable energy can also be procured by the GAP from power exchange for production of Green Ammonia.

The GAP can either have its own RE Power Plant or may buy RE power under a Power Purchase Agreement (PPA) for meeting the power requirement for GA Project or it can use a mix of both options. The GAP is required to submit the above details as a part of Format-7.1.

- a. For the part of power requirement which GAP is going to meet through its own (including its Affiliates) renewable energy plant, it shall demonstrate the readiness of plant to supply power at least 6 months before SCSD. Such renewable energy plant shall be ready for commencement of supply of required power before the SCSD of GA Project.
- 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. In this case also GAP shall demonstrate the readiness of the renewable energy power plant at least 6 months prior to SCSD of GA Project. Such renewable energy plant should be ready for supply of required power before the SCSD of GA Project. In case of early commissioning of RE Plant, the GAP/ RE Project Developer may sell such power in exchange or to any other party till SCSD of the GA Project, and the same shall not be at the cost of SECI/Procurer.
- c. The Supplier is required to submit the proof of renewable energy plant availability for the GA Project for both the options mentioned under Clauses 15.2.a and 15.2.b.

16 Earnest Money Deposit (EMD)

16.1 Earnest Money Deposit (EMD) for a value @ **INR 5000 per MT** corresponding to the cumulative Annual Production and Supply Capacity of Green Ammonia for the quoted projects, in the form of Bank Guarantee according to Format 7.3A and valid for a period up to **12 months** from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ any Member of Bidding Consortium/JV. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

16.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (07) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable, provided the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

16.3 SECI has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.

16.4 **Forfeiture of EMD:**

The BG towards EMD shall be encashed by SECI in following cases:

- a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. If after issuance of LoA, it is found that the documents furnished by the Bidders as part of response to RfS are misleading or misrepresented in any way;
- c. If the Successful Bidder refuses to submit the requisite documents or fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 16 of the RfS;
- d. In case, SECI offers to execute the Green Ammonia Purchase Agreement (GAPA) with the Selected Bidder/GAP and if the Selected Bidder/GAP does not submit the requisite documents as per Clause 20 of the RfS or does not execute the GAPA within the stipulated time period;

16.5 **Payment on Order Instrument (POI)**: As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of RfS/GAPA. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per those Clause 16.1 above.

The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

17 Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)

17.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **Rs. 12,500 per MT** corresponding to the cumulative Annual Production and Supply Capacity of Green Ammonia for the allocated projects to them, prior to signing of GAPA. It is clarified that the EMD and PBG amounts shall be submitted corresponding to one year’s production and supply capacity as committed by the Bidder and as allocated to the Bidder, respectively. It may be noted that Successful Bidders shall submit the PBG according to the Format 7.3C with a validity period up to (& including) the date as on 15 months after the SCSD of the Project.

On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. It may be noted that GAPA will be signed only upon successful verification of the PBG submitted by the GAP.

Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of GAPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the GAP prior to expiry of validity of the PBG.

17.2 Performance Bank Guarantees (PBGs) may be submitted separately for each project or may be submitted for cumulative awarded capacity to a Bidder. The PBGs are to be issued in favor of SECI.

The PBGs are required to be submitted in the name of the entity signing the GAPA. In case of GAPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of GAPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

- 17.3 The Successful Bidder shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 34.1.ii of the RfS.
- 17.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding GAPA shall not be signed.
- 17.5 SECI has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by SECI in terms of the guarantee as in the case of appropriation of the cash deposit lying with SECI.
- 17.6 The Successful Bidder is required to sign GAPA with SECI within the timeline as stipulated in Clause 20 of the RfS. In case, SECI offers to execute the GAPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 20 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the GAPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by SECI from the Bank Guarantee available with SECI (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/GAP agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.
- 17.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 17.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/GAPs. Any Bank Guarantee or amendment to be submitted as part of the bidding process/ contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd and a confirmation in this regard is received by SECI. Message Type: IFN760COV is to be used by the issuing bank.
- 17.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 17.10 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction (e-RA).

17.11 The PBGs of GAPs 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.

17.12 **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the successful Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/GAPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per those Clause 17.1 above. In case the successful Bidder chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 17.1 above, will be applicable in this case too.

The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.

18 Success Fees & Payment Security Mechanism (PSM):

18.1 **Success Fees:** The Successful Bidder shall pay to SECI, **Rs. 500 per MT + 18% GST** corresponding to the cumulative annual Production and Supply Capacity for the projects allocated to the Bidder as Success Fees, towards administrative overheads, project monitoring activities, expenses against performance testing, pre-commissioning and commissioning expense, coordination with Procurers and other agencies such as NABL etc. 1st installment of the Success Charges, i.e. 50% of the above amount shall be paid to SECI within 30 days after issuance of LoA, and remaining 50% amount (i.e. the 2nd installment of the Success Charges) shall be paid prior to signing of GAPA (GAPA signing date to be intimated by SECI). For the second installment, the due date shall be the date as intimated by SECI, which shall be at most 7 days prior to signing of GAPA. The payment has to be made by the GAP in the form of DD/ Pay Order/ NEFT/ RTGS mode. In case of modification in Green Ammonia Production and Supply Capacity prior to signing of GAPA, the 2nd installment of Success Charges will be calculated based on the revised value of the total Success Charges calculated @ Rs. 500 per MT/annum + 18% GST of the revised annual Production and Supply Capacity.

18.2 Any delay in depositing the said amount to SECI as mentioned above within the stipulated timeline shall attract late payment charges @18% per annum+ applicable taxes, levied on per day basis, on the respective installments, until (and including) the date of payment of such installment, which shall not be later than the date of signing of GAPA. GAPA shall only be signed after deposit of full amount of the Success Charges to SECI. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year

SBI MCLR rate /annum on pro-rata basis.

It is clarified that the Success Fee shall be calculated based on one year's production capacity, as allocated to the Bidder.

19 Integrity Pact (IP)

In respect of this RfS, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the GAP, as per Format 7.12. The names of Independent External Monitor(s) (IEMs) who have been appointed by SECI, in terms of Integrity Pact (IP) which will form a part of the SECI's Contracts are:

a) Dr. Varesh Sinha, IAS (Retd.), e-Mail Id: vareshsinha@gmail.com

b) Shri Bimal Julka, IAS (Retd.), e-Mail Id: bimaljulka1955@gmail.com

The above-mentioned IEMs are authorized to examine/consider all references made to it under this RfS. The GAP, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023, India
Kind Attn.: AGM (C& P)
Telephone No.: - 0091-(0)11-24666200
E-mail: - contracts@seci.co.in

The IEM has the right to access without restriction to all Project documentations of the SECI including that provided by the Contractor/Producer. The Contractor /GAP will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV Partners/ Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- (ii) Head of concerned Department: For issues pertaining to other departments.

20 Green Ammonia Purchase Agreement (GAPA)

20.1 SECI shall enter into Green Ammonia Purchase Agreement (GAPA) with Bidders selected based on this RfS. A copy of standard GAPA to be executed between SECI and the GAP is available on ISN-ETS Portal and also in SECI website. The GAPA signing date will be intimated by SECI subsequent to issuance of Letter of Award (LoA). GAPA will be executed between the SECI and the Selected Bidder or its SPV separately for each Project.

The GAPA(s) will be signed after signing of GASA(s) for the respective Project(s).

- 20.2 The GAPAs shall be valid for a period of 10 years from the SCSD. Any extension of the GAPA period beyond 10 years shall be through mutual agreement between the GAP, SECI, and the Procurer.
- 20.3 The Performance Bank Guarantee as per Clause 17 above and Success Charges as per Clause 18 above, shall be submitted by the GAP prior to signing of GAPA. Before signing of GAPA between SECI and the GAPs, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the GAPs are false/ misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 20.4 Successful Bidders will have to submit the required documents for signing of GAPA to SECI within 70 days from the issue of LoA or 30 days prior to the date of signing of GAPA (as intimated by SECI), whichever is earlier. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of GAPA. Effective Date of the GAPA shall be the date of signing of GAPA. However, in case SECI intimates to the Successful Bidder, a particular date as the date for signing of GAPA and the GAPA signing gets delayed on account of reasons attributable to the GAP, the date as specified by SECI shall become the Effective Date of the GAPA, irrespective of the date of signing of GAPA.
- 20.5 Back-to-back Green Ammonia Sale Agreements (GASAs) in respect of all rights and obligation under the GAPA between the GAP/Supplier and SECI, will be executed by SECI with the Procurer for sale of Green Ammonia to Procurer, with the Procurer assuming all the obligations of SECI under the GAPA. SECI's obligation to GAP/Supplier under the GAPA shall also be on the back to back basis as provided in the GAPA and the corresponding GASA.

Various provisions provided in the SECI-GAP GAPA shall mutatis mutandi apply to GASA between SECI and Procurer, however, GASA signed with Procurers could be in elaborated form or in short form as per consultation done with Procurers.

- 20.6 The GAPs/Suppliers are free to operate their projects after expiry of the 10 years of GAPA period if other conditions such as land lease etc. permit. However, any extension of the GAPA period beyond 10 years shall be through mutual agreements between the GAP, SECI and the Procurer.

21 Financial Closure or Project Financing Arrangements

- 21.1 The Projects shall achieve Financial Closure by the date as on 12 months from the Effective Date of the GAPA. (For e.g. if Effective Date of GAPA is 20.06.2025, then scheduled Financial Closure date shall be 20.06.2026).
- 21.2 At the stage of Financial Closure, the GAPs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the GAP 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. The GAP shall also submit details of all planned/ proposed equipment that are required

for production and supply of Green Ammonia, viz.- manufacturer, model number, datasheet, along with necessary purchase order/agreements for the Project.

- 21.3 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of GAP, on advance payment of extension charges of INR 500/- per day per Thousand Metric Ton (of awarded capacity) + applicable GST. This extension will not have an impact on the obligation of GAP to commence supply of Green Ammonia by the Scheduled Commencement of Supply Date (SCSD) of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the GAPs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective GAPs to either furnish the necessary documents or to make the above-mentioned payment of Rs. 500/TMT/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days, SECI shall encash the PBG/POI of the corresponding GAPs and may terminate the GAPA for the corresponding Project. The amount of Rs. 500/TMT/day + GST shall be paid by the GAPs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the GAP. In case of the GAP meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the GAP shall be returned by SECI. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the GAP without any interest and GST amount on achievement of successful commencement of Green Ammonia supply within the Scheduled Commencement of Supply Date (SCSD), on pro-rata basis, based on the awarded capacity that has commenced supply of Green Ammonia as on SCSD.
- 21.4 The GAP will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

22 Minimum Paid Up Share Capital to be Held by Project Promoter

- 22.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the GAP shall provide information about its promoters and their shareholding in the Company before signing of GAPA with SECI.
- 22.2 No change in the controlling shareholding of the Bidding Company or Joint Venture Company/Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the GAPA.

Following shall not be considered as change in shareholding as mentioned above:

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the

- time of Bid Submission to meet equity requirements.
- ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of issuance of LoA), insolvency, insanity of existing shareholders.
 - iv. Transfer of shares within the members of Immediate Promoter Group only.
 - v. Transfer of shares to IEPF.
 - vi. Issue of Bonus Shares.
- 22.3 In case the Successful Bidder is itself executing the GAPAs, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company until 03 (three) years from the SCSD, except with the prior approval of SECI.
- 22.4 In case of Project being executed through SPVs, the Selected Bidder executing the Project, if being a single company (including single listed company), shall ensure that its shareholding in the SPV/ Project Company executing the GAPAs, shall not fall below 51% at any time within 03 (three) years from the SCSD, except with the prior approval of SECI.
- 22.5 In the event the Successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the GAPAs, shall not fall below 51% at any time prior to 03 (three) years from the SCSD, except with the prior approval of SECI.
- 22.6 A Successful Bidder/GAP including its Affiliates shall not be allowed to invest in, merge with or acquire Production Facilities of other Successful Bidders who have been awarded incentive under this RfS, until the applicability of this scheme (i.e., 3 years from the date of commencement of supply from the last part capacity or from SCSD, whichever is earlier).

23 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

The Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – A. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- i. Covering Letter as per **Format 7.1**.
- ii. In case of a Bidding 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/JV (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.
- iii. Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 B**.
 - iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium/JV, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Project and to sign the GAPA with the SECI. Board Resolution from each of the Consortium/JV Members in favour of the person signing Consortium/JV Agreement.
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium/JV Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium/JV); and
 - c. 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.
 - v. In case of a Consortium/JV, the Consortium/JV Agreement between the Members in the Consortium/JV as per Format 7.5 along with Board resolution from each Member of the Consortium/JV for participating in Consortium/JV.
 - vi. Format for Financial Requirements as per Format 7.6 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
 - vii. Undertaking as per **Format 7.7**.
 - viii. A disclosure statement as per **Format 7.8/7.8A along with annexure to 7.8/7.8A** regarding participation of any related companies in the bidding process.
 - ix. Format for Technical Criteria as per **Format 7.9**.
 - x. Attachments
 - a. Memorandum of Association, Article 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.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of GAPA, if the bidder is selected as Successful Bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Green Hydrogen and/or its derivatives, including Green Ammonia, production has to be submitted prior to signing of GAPA.

- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium/JV.
 - c. A certificate of shareholding of the bidding 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 bid 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 RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
 - d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (whichever is applicable), shall be required to be submitted.
 - e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- xi. Covering letter for the financial bid as per **Format 7.10**.
 - xii. Break-up of the Preliminary Estimate of Cost of Green Ammonia Production Facility as per **Format 7.11**.
 - xiii. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.12**

24 Important Notes and Instructions to Bidders

- 24.1 Wherever information has been sought in specified formats, the Bidders 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.
- 24.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online may be verified before signing of GAPA in terms of Clause 20 of the RfS and at any point of time during the Project implementation period.
- 24.3 If the Bidder/Member in a Bidding Consortium/JV conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 24.4 If the event specified at Clause 24.3 is discovered after the Effective Date of GAPA, consequences specified in RfS and GAPA shall apply.
- 24.5 Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 16 of the RfS.

Also, the confidential information/data pertaining to the Production Facility, including

but not limited to production process, will not be shared by SECI to any third party without prior consent of the GAP, unless sought by the Government or required to be given under law.

- 24.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, and GAPA) submitted online must be digitally signed by the person authorized by the Board as per **Format 7.4**.
- 24.7 The response to RfS shall be submitted as mentioned in Clause 24 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 24.8 The Bidder shall make sure that the correct, valid and operative 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 Tender Opening Event (TOE) of First Envelope.
- 24.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 24.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 24.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 24.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 24.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 24.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 24.15 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 24.16 All the financial transactions to be made with SECI including Success Fee, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/GAPA.

25 Non-Responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted **online** to SECI shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission

requirements set forth in this RfS.

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

- (a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Envelops after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of First Envelope.
- (d) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (e) Non-submission or partial submission of EMD in acceptable form along with response to RfS.
- (f) Any indication of Price of Supply of Green Ammonia (Rs./kg) in any part of response to the RfS, other than in the financial bid.
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

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

26 Method of Submission of Response to RfS by the Bidder

26.1 Documents to be Submitted Offline

The bidder has to submit original of following document **offline**.

- a. Bank Guarantee/POI towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B).
- b. Pass-phrases for both Envelops submitted on the ETS portal.

Bank Guarantee/POI against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the Bank Guarantee/POI, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2024, the above deadline will expire at 18:00 hrs on 24.10.2024. In case the above deadline being a holiday, the next working day in SECI will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee/POI against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

Selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost-Based Competitive Bidding under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-2A-Tranche-I)	
<i>Projects applied for</i>	<i>Project- _____ (Project Nos. to be mentioned)</i>
<i>RfS Reference No.</i>	<i>SECI/C&P/MI/00/0002/2024-25 dated 07.06.2024</i>
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	AGM (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 Tel No. 011-24666200 Email - contracts@seci.co.in

26.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-A. The bidders shall strictly follow the instructions mentioned in the electronic form in respective Envelopes while filling the form.

If the Bidder has submitted its bid online and fails to submit the Bank Guarantee/POI for requisite amount offline within 2 working days from the last date of bid submission, then the same shall be treated as an incomplete bid, Cost of RfS document and Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

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

I. Techno-commercial Bid (First Envelope)

The Bidder shall upload the first Envelope containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A/7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, Annexure to Format 7.8/7.8A, 7.9 and 7.12 as elaborated in Clause 24 of the RfS.
- (b) All attachments elaborated in Clause 24 of the RfS, under the sub-clause x: Attachments, with proper file names.
- (c) All supporting documents regarding meeting the eligibility criteria.

- (d) Scanned Copies of NEFT/RTGS details towards Cost of RfS document and Bid Processing Fee as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee/POI towards EMD as mentioned in the Bid Information Sheet.

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

Submission of Pass-phrases: In line with Clause 25.8, and Annexure-A, the Bidder shall be required to submit 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 Tender Opening Event (TOE) of First Envelope.

II. Financial Bid (Second Envelope)

Bidders shall submit the second Envelope containing the scanned copy of following document(s):

- i) Covering letter for the financial bid as per **Format 7.10** of the RfS
- ii) Preliminary Estimate of Cost of the Project as per **Format 7.11** of the RfS.

For each Project, as part of financial bid submission, only a single Price of Supply (Rs./kg) (exclusive of taxes) of Green Ammonia at the Delivery Point (including transportation and storage, as applicable) shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. This Price of Supply shall remain fixed for the complete term of the GAPA. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

The above fixed price of supply for the term of the GAPA shall be F.O.R. Destination basis and shall be binding on GAP and include all costs related to the Scope of Work as per the RfS and obligations of the GAP under the GAPA. No escalation on the price of supply will be granted for any reason whatsoever.

Note: The Bidder is required to quote the Price of Supply up to two decimal places. In case of submission of Price of Supply with more than two decimal places, digits after two decimal places will be discarded (for e.g. a price of supply quoted of 81.567 by the Bidder will be read as 81.56).

Important Note:


- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (c) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened

and shall be ‘archived’ on the ISN-ETS portal. However, in this case, if the bidder is an MSME, its bid will be opened upon submission of proof of it being an MSME. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.

- (d) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to SECI), the respective amounts paid to SECI will be refunded without any interest payment, to the respective Bidder.

27 Notice Board for Display

The Green Ammonia Producer (GAP) 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 commencement of Green Ammonia supply under the GAPA.

<p style="text-align: center;">___ MT Green Ammonia Production Facility</p> <p style="text-align: center;">Owned and operated by</p> <p style="text-align: center;">----- (Insert name of the GAP)</p> <p style="text-align: center;">[Under RfS for Selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost- Based Competitive Bidding under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-2A-Tranche-I) by Solar Energy Corporation of India Limited]</p> <p style="text-align: center;"></p> <p>Village....., Tehsil....., District....., State.....</p>
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28 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months from the last date of submission of response to RfS (“Bid Validity”). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. It is clarified that subsequent to issuance of LoAs, the discovered Price of Supply of Green Ammonia shall be deemed to be valid until the signing of GAPA, pursuant to Clause 41.2 of the RfS.

29 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS 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 bid process.

30 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

30.1 Clarifications/ Doubts, if any, on RfS 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 RfS documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

31 Right of SECI to Reject a Bid

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of cancellation of LoAs prior to signing of GAPAs, bid processing fee will not be refunded. In case the SECI is unable to sign GAPA for the awarded capacity on account of reasons not attributable to the Successful Bidder, in line with Clause 41.3 below, the 1st installment of the Success Charges paid by the Successful Bidder will be refunded by SECI without any interest. In such cases, refund of GST amount will be dealt according to extant provisions of GST Act. However, in case GAPA is eventually not signed on account of reasons attributable to the Successful Bidder, the 1st installment of Success Charges paid by the GAP will not be refunded by SECI.

32 Post Award Compliances

Timely completion of all the milestones i.e. signing of GAPA, commissioning, commencement of supply from the Production Facility, etc. will be the sole responsibility of GAP. SECI shall not be liable for issuing any intimations/ reminders to GAPs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with GAP by SECI for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and GAPA must be timely submitted by the GAP.

33 Points of Contact in SECI

Following officers/departments are to be contacted by the bidders/GAPs based on the stage of bidding and project implementation under this RfS:

- i. Bid 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 REQUIRMENTS FOR BIDDERS

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

34 *General Eligibility Criteria*

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

- 34.1 The Bidder shall be a Company or a Joint Venture/Consortium. However, a single Company shall not be allowed to participate through multiple JVs/Consortium under this RfS.
- 34.2 Joint Venture/Bidding Consortium with one of the Companies as the Lead Member. In case of JV/Consortium, all members of JV/Consortium shall be jointly and severally responsible for the obligations mentioned in the RfS/GAPA. Consortium/JV shortlisted and selected based on this RfS, has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of GAPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For avoidance of doubt, it is 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/JV Agreement (Format 7.5).
- 34.3 A foreign company can also participate on standalone basis or as a member of consortium/JV at the RfS stage. In case of foreign company participating on standalone basis and its selection as Successful Bidder, it has to 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, before signing of GAPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium/JV, Clause 34.6 of the RfS shall be applicable.

- 34.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
- i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
 - ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.
 - iii. “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the

descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

- iv. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium where any member of the consortium falls under any of the above.
- v. “Beneficial owner” for the purposes of Clause 34.4.iv.d. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
- vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8 of the RfS.
- vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

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

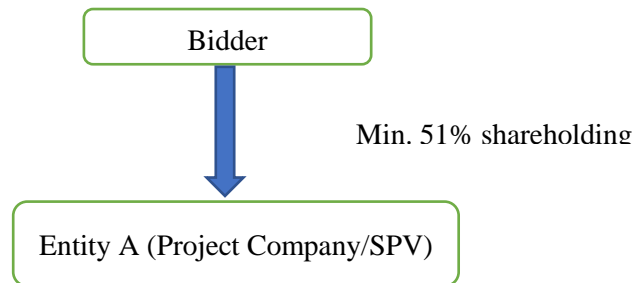
34.6 Any consortium/JV, if selected as Successful Bidder under this RfS, shall incorporate a Project company with equity participation by the Members in line with Consortium/JV agreement (to be submitted along with the response to RfS), before signing of GAPA, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium/JV Agreement given at the time of submission of response to RfS.

34.7 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.

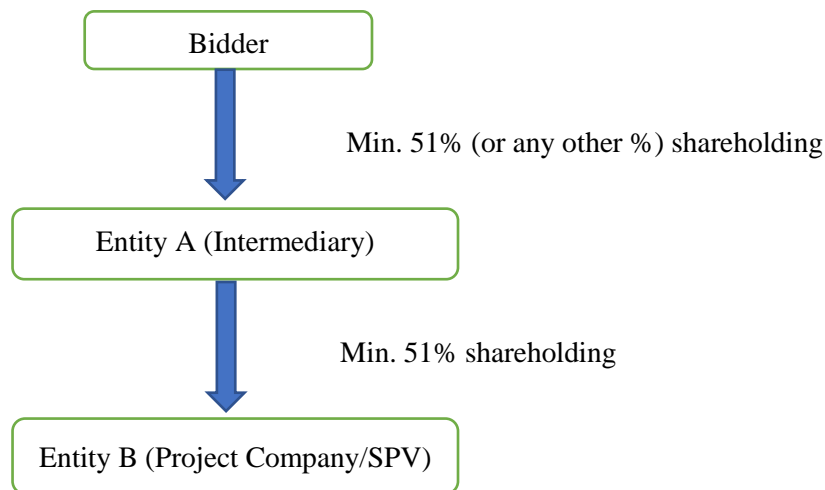
34.8 A Successful Bidder may choose to implement the Project through a “Special Purpose Vehicle” (SPV), which can be a newly incorporated entity or an existing Company registered in India. Multiple SPVs may also be utilized for executing more than one Project.

For avoidance of doubt, it is clarified that the subsidiary Company as mentioned in Clauses 34.3 and 34.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved.

Scenario 1:



Scenario 2:



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

35 *Financial Eligibility Criteria*

35.1 Net-Worth

- i. The Net Worth of the Bidder should be equal to or greater than **INR 5 Crores/Thousand MT per annum** (Indian Rupees Five Crore per Thousand MT per annum) of quoted annual production and supply capacity of Green Ammonia, as on the last date of previous Financial Year, i.e. FY 2023-24.

It is clarified that the Net-Worth requirement shall be calculated based on one year’s production and supply capacity of Green Ammonia.

- ii. The Net-Worth to be considered for the above purpose will be the cumulative Net-Worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS.
- iii. Net Worth to be considered for this clause shall be the total Net-Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

35.2 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 35.1 above. In case of the Bidder being a Bidding Consortium/JV, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of GAPA.

35.3 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

35.4 A Company/Consortium/JV would be required to submit annual audited accounts for the last financial year, 2023-24, along with net worth certificate from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

35.5 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

35.6 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 35.5 above.

35.7 In case the response to RfS is submitted by a Consortium/JV, then the financial

requirement is required to be met by the Consortium/JV members on an aggregate basis.

35.8 **Note:** Wherever applicable, audited accounts for the FY 2023-24 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2023-24 are not available, then audited annual accounts of FY 2022-23 can be considered.

SECTION 5. BID EVALUATION AND AWARD OF CAPACITIES

36 *Bid Evaluation*

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

37 *Techno-commercial Evaluation of Bidders (Step 1)*

- 37.1 The first envelope (Techno-commercial bid submitted online) of only those Bidders will be opened by SECI whose required documents as mentioned at Clause 23 of the RfS are received by SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or transaction receipts of payment against Cost of RfS document and Bid Processing Fee.

For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2024, the online bid opening will be conducted on 25.10.2024. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- 37.2 Subject to Clause 23 of the RfS, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 07 (seven) days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case will be generally issued. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.

- 37.3 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility of the RfS.

38 *Financial Bid Evaluation (Step 2)*

- 38.1 The second envelope (Financial Bid submitted online) of only those bidders shall be opened whose techno-commercial bids are found to be qualified as per the RfS.

- 38.2 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “**Price of Supply**”, quoted by the Bidder in the Electronic Form of Financial Bid. The ‘**Price of Supply**’ shall be quoted in **Rs./kg (exclusive of taxes) of Green Ammonia** at the Delivery Point (including transportation and storage, as applicable), quoted by the Bidder, i.e., a fixed price in Rs./kg for supply of Green Ammonia for the entire term of the GAPA. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- 38.3 For each Project, the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single “Price of Supply of Green Ammonia (Rs./kg) (exclusive of taxes)” separately for all the Projects applied for. **The Price of Supply has to be quoted in Indian Rupee per kg up to two places of decimal only.** If the Price of Supply is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted price of supply is INR 81.337, then it shall be considered as INR 81.33).
- 38.4 For each Project, on completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.
- 38.5 If the quoted price of supply is same for two or more Bidders, then all the Bidders with same price of supply shall be considered of equal rank/ standing in the order.
- 38.6 All Bidders with same price of supply shall be eligible for reverse auction round provided their rank is equal to or less than nth Bidder as mentioned in Clause 38.2 of the RfS.
- 38.7 For each Project, based on the quoted price of supply by the bidders, SECI shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote).
- 38.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders in a single Project after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B3	₹ 80.08 (Price of Supply in ₹/ kg)	L1
B5	₹ 80.52 (Price of Supply in ₹/ kg)	L2
B1	₹ 81.02 (Price of Supply in ₹/ kg)	L3
B4	₹ 81.02 (Price of Supply in ₹/ kg)	L3
B2	₹ 81.67 (Price of Supply in ₹/ kg)	L4
B6	₹ 82.58 (Price of Supply in ₹/ kg)	L5
B7	₹ 84.91 (Price of Supply in ₹/ kg)	L6
B8	₹ 85.89 (Price of Supply in ₹/ kg)	L7
B9	₹ 86.08 (Price of Supply in ₹/ kg)	L8
B10	₹ 86.15 (Price of Supply in ₹/ kg)	L9

39 Reverse Auction (Step 3)

- 39.1 The reverse auction for the total tendered capacity shall be conducted on the portal <https://www.bharat-electronictender.com>, on the dates as intimated by SECI to the eligible bidders. **Reverse Auction will be conducted separately for each Project mentioned under Clause 5 of the RfS. Following provisions will be applicable separately for each Project.**

Rules of the auction process are brought out below, and are also contained in Annexure-A of the RfS. As part of submission of their response to RfS, **the Bidders shall submit**

the scanned copy of Annexure-A of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein,

39.2 For each Project, the total number of eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming, T = Total Techno-Commercially Qualified Bidders;

Total eligible Bidders for e-Reverse Auction

- In case $T \leq 03$: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”

- In case $T > 03$: The lowest ranked bidder, i.e. the bidder quoting the highest price of supply of Green Ammonia (the “H1 bidder”) shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”-1

Note: In this case, if there are two or more than two bidders who have quoted the highest price of supply, then all such bidders shall be eliminated at this stage subject to the condition that the no. of bidders remaining after such elimination is at least 3. If the no. of bidders after such elimination is less than 3, then there will be no elimination and all such bidders shall be shortlisted for e-RA.

For e.g. (Shortlisting of Bidders for reverse auction):

Scenario 1: Total number of Techno-Commercially Qualified Bidders = T = 3.

Sl. No.	Techno commercially qualified Bidder	Rank	T	n	Shortlisted Bidders
1	B3	L1	3	3	B3
2	B2	L2			B2
3	B1	L3			B1

**n=T=3 as per the above formula*

Scenario 2: Total number of Techno-Commercially Qualified Bidders = T = 10.

Sl. No.	Techno commercially qualified Bidder	Rank	T	n	Shortlisted Bidders
1	B3	L1	10	9	B3
2	B5	L2			B5
3	B1	L3			B1
4	B4	L3			B4
5	B2	L4			B2
6	B6	L5			B6
7	B7	L6			B7
8	B8	L7			B8

9	B9	L8			B9
10	B10	L9			

**n=T-1=9 as per the above formula*

- 39.3 At least 7 days prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose techno-commercial bids have been opened and found to be meeting the qualification requirements. However, from this advance intimation, it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 39.2 above.
- 39.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.
- i. During the 15 minutes prior to start of reverse auction process, the respective price of supply of Green Ammonia of the bidder shall be displayed on its window.
 - ii. The minimum decrement value for price of supply shall be INR 0.5 per kg. The Bidder can quote its revised discounted price of supply which has to be at least 50 (Fifty) Paise less than its current price of supply.
 - iii. Bidders can only quote any value lower than their previous quoted price of supply taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in price of supply will not be permissible. Bidders can improve their ranking by quoting the price of supply lower than their last quoted price of supply.
 - iv. During reverse auction, the Bidder shall not have the option of changing the total Project capacity/Project while quoting price of supply during reverse auction.
 - v. In the bidder's bidding window, the following information can be viewed by the bidder:
 - a. Its price of supply as the initial start price and there after last quoted price of supply along with the Project name for which the Bidder is qualified.
 - b. The list of all the Bidders with their following details: Pseudo Identity, last quoted price of supply and Project name.
 - vi. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/extended closing time. Such auto extension shall be effected if by way of reduction in price of supply, a Bidder causes a change in the L1 position at that instant. If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

40 Selection of Successful Bidders

- 40.1 For each Project, the Bidder quoting the lowest price of supply of Green Ammonia (L1 price of supply) after the e-Reverse Auction (e-RA) will be identified and shall be declared as the Successful Bidder.

40.2 Time stamping: In case of a tie among two or more Bidders (i.e. their last quoted price of supply being the same), they will be considered in the chronological order of their last quoted price of supply during the e-RA with preference to be given to that Bidder who has quoted his last price of supply during the e-RA, earlier than others.

40.3 In the above case, if the time of quote also becomes exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:

Step 1: Highest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots.

41 Issuance of LoAs

41.1 At the end of selection process, for each Project, Letter of Award (LoA) will be issued to the Successful Bidder, for its respective Capacity for Production and Supply of Green Ammonia. In case of a Consortium/JV being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium/JV.

41.2 In all cases, SECI's decision regarding selection of Bidder through Reverse Auction or other-wise based on price of supply or annulment of tender process shall be final and binding on all participating bidders.

41.3 In case of delay in signing of GAPA by SECI beyond the date as on 12 months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and SECI, the Successful Bidder may choose to exit from this tender. Accordingly, the LoA issued to the respective Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SECI. In case of extension of the above GAPA signing date by mutual agreement, the minimum extension in the signing date shall be 3 months subsequent to the above deadline.

41.4 In case the Procurer refuses to purchase the Green Ammonia at the price of supply (plus SECI's trading margin) as discovered after the bidding process, SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned. In all cases, SECI's decision regarding selection of Bidder or annulment of tender process shall be final and binding on all participating bidders.

42 Calculation and Disbursement of Incentive

42.1 There shall be an incentive under the RfS for production and supply of Green Ammonia for a period of 3 years from the date of commencement of supply from full Project capacity/capacity accepted under the RfS. The incentive for the quoted production and supply capacity will be calculated year-wise as a product of following two components:

- a. **Incentive** (Rs./kg of Green Ammonia) for the particular year. The incentive will be Rs. 8.82/kg of Green Ammonia in the first year of production and supply, Rs. 7.06/kg during the second year of production and supply, and Rs. 5.30/kg during the third year of production and supply.

- b. **Allocated capacity or Actual Production and supply** (kg/annum of Green Ammonia) for the particular year.

42.2 Formula for calculation of incentive amount shall be as follows:

Incentive payout (Rs.)

$$= \sum_{i=1}^3 (\text{Incentive}_i \times \text{Minimum of (Allocated Capacity or Actual Production and Supply)}_i)$$

where,

- 'i' is the "year" counted from the reference date as per the provisions of Clause 9.4 above, ranging from 1 to 3;
- Incentive_i** is the monetary allocation to Successful Bidder/GAP in Rs./kg of Green Ammonia production and supply, which shall be Rs. 8.82/kg in the first year of production and supply, Rs. 7.06/kg during the second year of production and supply, and Rs. 5.30/kg during the third year of production and supply.
- Allocated Capacity_i** is the allocated quantum to the Successful Bidder/GAP for production and supply of Green Ammonia and shall remain constant over the entire term of GAPA;
- Actual Production and Supply_i** is the actual quantum of Green Ammonia produced and supplied by the Successful Bidder/ Green Ammonia Producer (GAP) to the SECI/Procurement;

42.3 An illustration to this effect is brought out as follows:

- Allocated capacity for production and supply of Green Ammonia: 21,000 MT/annum

	Year 1	Year 2	Year 3
Incentive (Rs./kg of Green Ammonia)	8.82	7.06	5.30
Actual Production and Supply (MT)	21,000	24,000	17,500
Minimum of {Allocated Capacity or Actual Production and Supply} (MT)	21,000	21,000	17,500
Annual Incentive (Rs.)	18,52,20,000	14,82,60,000	9,27,50,000
Total Incentive (Rs. Cr.)	42.6230		

42.4 The above illustration gives an example of one of the possible incentive disbursement based on the allocated Production Capacity to a GAP, as per the RfS conditions.

SECTION 6. DEFINITIONS OF TERMS

43 *Following terms used in the documents will carry the meaning and interpretations as described below:*

- 43.1 **“AFFILIATE”** shall mean a company that, directly or indirectly,
- i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
- 43.2 **“BID”** or **“PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by SECI.
- 43.3 **“BIDDER”** shall mean Bidding Company (including a foreign company) or a Bidding Consortium/Joint Venture (JV) submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium/ JV, Member of a Bidding Consortium/JV including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium/JV jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- 43.4 **“BIDDING CONSORTIUM”** or **“CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 43.5 **“BID CAPACITY”** shall mean production and supply capacity of the Production Facility as proposed by the bidder.
- 43.6 **“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 bidders 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.
- 43.7 **“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.
- 43.8 **“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.
- 43.9 **“CONTRACT YEAR”** shall mean a period of 12 (Twelve) months commencing from

the date of commencement of supply of Green Ammonia from the Production Facility.

43.10 **“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.

43.11 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

43.12 **“DAY”** shall mean calendar day.

43.13 **“DELIVERY POINT”** for a Project shall mean a point at the location of Procurer’s factory/plant, where the GAP is required to supply the GA to the Procurer, as mentioned at Clause 4.2 of the RfS.

43.14 **“EFFECTIVE DATE”** shall be the date as per Clause 20 of the RfS.

43.15 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.

43.16 **“GREEN AMMONIA (GA)”** shall mean Ammonia produced by using Green Hydrogen and renewable power operated Haber Bosch Process, Air Separation Unit and other associated auxiliaries.

43.17 **“GREEN AMMONIA PRODUCER (GAP)”** or **“SUPPLIER(S)”** 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 bidder/ consortium/JV for the purpose of setting up of the Project and signing of GAPA with SECI and supplying power under the GAPA. In case of JV and Consortium, all members of JV/ Consortium shall be jointly and severally responsible for the duties/ responsibility mentioned in the Scheme Guidelines/RfS.

43.18 **“GREEN AMMONIA PURCHASE AGREEMENT (GAPA)”** shall mean an agreement signed between Supplier/GAP and SECI for the purchase of GA, according to the terms and conditions of the standard GAPA enclosed with this RfS.

43.19 **“GREEN AMMONIA SALE AGREEMENT (GASA)”** shall mean an agreement signed between the Procurer and SECI, for onward sale of GA, according to the terms and conditions of the standard GASA enclosed with this RfS.

43.20 **“GREEN HYDROGEN (GH₂)”** shall have the same meaning as contained in the “Green Hydrogen Standard” as issued by the MNRE vide OM No. 353/35/2022-NT dated 18.08.2023, including its subsequent amendments and clarifications.

43.21 **“GUIDELINES”** shall mean “Scheme Guidelines for implementation of Strategic Interventions for Green Hydrogen Transition (SIGHT) Programme – Component II: Incentive for Procurement of Green Ammonia Production (under Mode-2A) of the National Green Hydrogen Mission” vide OM No. 353/2/2024-NT dated 16.01.2024, and Model Bidding Guidelines for Procurement of Ammonia (GA) dated 26.03.2024, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.

43.22 **“GROUP COMPANY”** of a Company means

- i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- iii. 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;
- iv. 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;
- v. 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.

43.23 **“INTERMEDIARY”** or **“INTERMEDIARY PROCURER”** shall mean an agency or a trader to aggregate demand of GA from different Projects and supply it to the Procurers.

43.24 **“INTERESTED PARTIES”** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

43.25 **“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).

43.26 **“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 RfS under a JV Agreement.

43.27 **“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.

43.28 **“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.

43.29 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

- 43.30 **“LLC”** shall mean Limited Liability Company.
- 43.31 **“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.
- 43.32 **“MONTH”** shall mean calendar month.
- 43.33 **“NET-WORTH”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.
- 43.34 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 43.35 **“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.
- 43.36 **“PROCURER”** shall mean the GA end-consumer as defined in the Guidelines. In case of JV and Consortium, all members of JV/ Consortium shall be jointly and severally responsible for the duties/ responsibility mentioned in the Scheme Guidelines/RfS/ GASA.
- 43.37 **“PRODUCTION CAPACITY”** or **“AWARDED CAPACITY”** shall mean the annual Green Ammonia Production and supply capacity, in MT/annum, of the infrastructure awarded to GAP by SECI.
- 43.38 **“PRODUCTION FACILITY”** or **“PROJECT”** includes all the infrastructure required to be set up by the GAP for production and supply of GA to SECI, for onward sale to Procurer, as per the criteria laid down in the RfS and LoA.
- 43.39 **“PROJECT”** shall mean the assets, which are required to be set up for production and supply of GA under the RfS and GAPA, including but not limited to Green Ammonia Production Facility, renewable energy generating component (if applicable), Green Hydrogen generating component, transportation and storage facilities, whichever is/are applicable.
- 43.40 **“PROJECT COMMISSIONING”**: The Project will be considered as part/ fully commissioned by the GAP when the part/full awarded ‘Production Capacity’ has commenced supply of GA, in line with the Commissioning procedures defined in the RfS/LoA.
- 43.41 **“PROJECT LOCATION”** shall mean the area identified by the GAP, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being set up, and shall also include RE Project component being set up for supply of GA.
- 43.42 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- 43.43 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by SECI along with subsequent clarifications and amendments thereof, vide RfS No.

SECI/C&P/MI/00/0002/2024-25 dated 07.06.2024.

43.44 **“SCHEDULED COMMENCEMENT OF SUPPLY DATE”** or **“SCSD”** shall be the date as indicated in Clause 9 of the RfS.

43.45 **“SECI”** shall mean Solar Energy Corporation of India Limited and shall be the Intermediary Procurer under this RfS.

43.46 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project as per the terms of RfS/LoA.

43.47 **“STATUTORY AUDITOR”** shall be as defined in the Companies Act, 2013.

43.48 **“TOE”** shall mean Tender Opening Event.

43.49 **“TRADING MARGIN”** shall mean the margin on sale of Green Ammonia to Procurers under this RfS being charged by SECI and shall be @ INR 2/kg.

43.50 **“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.

43.51 **“WEEK”** shall mean calendar week.

SECTION 7. SAMPLE FORMS & FORMATS FOR BID
SUBMISSION

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

Format 7.1

COVERING LETTER

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

Ref. No. _____ Date: _____
From: _____ (*Insert name and address of Bidding Company/ Lead Member of Consortium/JV*)
Tel.#: Fax#:
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 RfS No. dated for(Insert title of the RfS)

Dear Sir/ Madam,

We, the undersigned [*insert name of the ‘Bidder’*] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard GAPA for supply of GA for the Term of the GAPA to SECI, hereby submit our response to RfS.

We confirm that we, including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies, directly or indirectly, have not submitted response to RfS for ‘Selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost-Based Competitive Bidding under SIGHT Scheme (Mode-2A-Tranche-I)’, other than this response to RfS.

We are submitting RfS for the development of following Project(s): -

Production Facility/ Project (Name of Procurer)	Location of Procurer's plant	Participation (Yes/ No)*	Tentative Project Location(s)	Proposed Mode of delivery[#]	Details of RE Supply⁺
Project-I (IFFCO)	Kandla, Gujarat				
Project-II (IFFCO)	Paradeep, Odisha				
Project-III (MFL)	Manali, Chennai, Tamil Nadu				
Project-IV (GNFC)	Bharuch, Gujarat				
Project-V (PPL)	Paradeep, Odisha				
Project-VI (PPL)	Zuarinagar, Goa				
Project-VII (IIPL)	Haldia, West Bengal				
Project-VIII (MCFL)	Panambur, Mangalore, Karnataka				
Project-IX (CIL)	Vishakhapatnam, Andhra Pradesh				
Project-X (CIL)	Kakinada, Andhra Pradesh				
Project-XI (CIL)	Ennore, Tamil Nadu				

* ('No' or Blank cell will be assumed as non-participation)

[#] (pipeline, tankers, or any other mode (specify the mode in case of any other mode))

⁺ (Quantum of RE required and Source of RE to be specified in the column (i.e. Setting up the own plant/ tying-up with third party through a PPA))

The following details have been enclosed as **Annexure-I** to this Covering Letter:

- a. Construction Plan
- b. Timelines/ PERT chart of major construction activities

1. We give our unconditional acceptance to the RfS, dated [Insert date in

dd/mm/yyyy], standard GAPA and GASA documents attached thereto, issued by SECI. In token of our acceptance to the RfS, GAPA and GASA documents along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the GAPA is executed as per the provisions of the RfS and provisions of GAPA and shall be binding on us. Further, we confirm that we shall commence production and supply of Green Ammonia from the full Project capacity within the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD):- *(Please read Clause 14 carefully before filling)*

We have enclosed EMD of INR [Insert Amount], in the form of Bank Guarantee no./ Payment on Order Instrument no. [Insert bank guarantee/POI number] dated [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee/POI issuing agency] and valid up to.....in terms of Clause No. 16 of this RfS. The total capacity of the Production Facility for supply of Green Ammonia offered to be set up by us is MT [Insert cumulative capacity proposed]. *(strike off whichever is not applicable)*

3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, Success Fees for the selected Project, within due time as mentioned in Clause Nos. 16 and 17 of this RfS on issue of LoA by SECI for the selected Project and/or we are not able to sign GAPA with SECI within the timeline as stipulated in the RfS for the selected Project, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We will provide all the information/ documents as requested by SECI or its representative (individual or firm) during the period of implementation of this scheme. We also undertake to provide unrestricted access to the SECI or its representative (individual or firm) for physical inspection for implementation of SIGHT scheme.
5. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
6. 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 Suppliers.
7. We undertake to submit necessary documents to SECI in support of the Incentive claimed for a particular year based on actual production and supply of Green Ammonia in the year (MT) and incentive (Rs./kg of Green Ammonia).
8. We undertake that the decision of SECI/MNRE would be final and binding upon us with respect to release of incentives.

9. 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 RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS 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 RfS, shall be binding on us.

10. 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 RfS and execute the GAPA, in the event of our selection as Successful Bidder.

11. In case of our selection as the Successful bidder under the scheme 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 RfS. Further we will submit a Board Resolution prior to signing of GAPA with SECI, committing total equity infusion in the SPV as per the provisions of RfS.

12. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

13. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.

14. The information submitted in our response to the RfS 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 RfS.

15. We confirm that all the terms and conditions of our Bid are valid up to 12 months from the last date of submission under this RfS.

16. 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 :

17. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Supplier's event of default under GAPA and consequent provisions of GAPA shall apply.

Enclosure: Annexure-I.

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 Bidders 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 Bidding 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 atas 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 RfS No.....

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

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

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

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 BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT
(EMD)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of Green Ammonia Producers for Production and Supply of Green Ammonia in India through Cost-Based Competitive Bidding under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Mode-2A-Tranche-I) of the cumulative annual capacity of MT [*Insert cumulative Production Capacity proposed*] for supply of GA there from for the Term of GAPA, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [*Insert the name of the Bidder*] as per the terms of the RfS, the _____ [*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [*Insert amount not less than that derived on the basis of cumulative capacity proposed in accordance with Clause No. 16 of this RfS*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause No. 16 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause No. 16 of this RfS*]. SECI shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 16 of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause No. 16 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [*Insert Name and Address of the Bank*] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF BG AGAINST EMD)**

No.

Date

SECI,

Registered

Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund-based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Green Ammonia Production and Supply Project.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) is issued for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for [Insert title of the RfS] of the cumulative annual capacity of MT [Insert Production Capacity proposed] for supply of GA therefrom for the Term of GAPA, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Insert amount not less than that derived on the basis of cumulative capacity proposed in accordance with Clause No. 16 of this RfS], only, on behalf of M/s _____ [Insert name of the Bidder].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ Crores (in words.....) to SECI on the following conditions: -
 - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/GAP, to make any claim against or any demand against the SPV/GAP or to give any notice to the SPV/GAP;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/GAP;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to_____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____

(name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s. _____

As per their request

()

General Manager (TS)

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Green Ammonia Producers' or 'GAP') submitting the response to RfS inter alia for [*Insert title of the RfS*] of the annual Production and supply Capacity of MT, at [*Insert name of the place*], for supply of GA there from for the Term of GAPA, in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Supplier and issuing Letter of Award No. _____ to _____ (*Insert Name of selected GAP*) as per terms of RfS and the same having been accepted by the selected GAP resulting in a Green Ammonia Purchase Agreement (GAPA) to be entered into, for purchase of GA [from selected GAP or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of the SECI*] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [*Total Value*] only, on behalf of M/s _____ [*Insert name of the selected GAP*].

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to

the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected GAP*] and/ or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected GAP, to make any claim against or any demand on the selected GAP or to give any notice to the selected GAP or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected GAP.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the GAPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For
_____ [*Insert Name and Address of the Bank*] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature
Name and Address

2.

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF PBG)**

No.

Date

SECI,

Registered

_____,

Reg: M/s _____ (insert name of the GAPA signing entity) (Project No. _____ (insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) (**‘IREDA/REC/PFC’**) has sanctioned a non-fund-based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Green Ammonia Production and Supply Project.
2. At the request of M/s _____, on behalf of _____ (insert name of the SPV), this Payment on Order Instrument (POI) is issued for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as selected ‘Green Ammonia Producer’ or ‘GAP’) submitting the response to RfS inter alia for selection of annual Production and supply Capacity of MT, at [Insert name of the place], under RfS for _____ (insert name of the RfS) for supply of GA there from for the Term of GAPA, in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected GAP] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the GAP and issuing Letter of Award No. ----- to (Insert Name of selected GAP) as per terms of RfS and the same having been accepted by the selected GAP resulting in a Green Ammonia Purchase Agreement (GAPA) to be entered into, for purchase of GA [from selected GAP, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected GAP].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in

words.....) to SECI on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/GAP, to make any claim against or any demand against the SPV/GAP or to give any notice to the SPV/GAP;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/GAP;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to_____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be

read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____

(Name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s. _____

_____ As per their request

()

General Manager (TS)

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 RfS vide RfS No. _____ for _____ (*Insert title of the RfS*), including signing and submission of all documents and providing information/ response to RfS 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 bid for the said Project. (***To be provided by the Bidding Company 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 in the Project. (***To be provided by the Bidding Company***)

[Note: In the event the Bidder is a Bidding 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 Bidding 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 Bidding 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 RfS. (***To be passed by the Lead Member of the Bidding 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 Bidders 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 Bidding Consortium/JV should list the details of all the Consortium/JV Members*] for the purpose of submitting response to RfS and execution of Green Ammonia Purchase Agreement (in case of award), against RfS 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 desires to purchase Green Ammonia under RfS for _____ (Insert title of the RfS).

WHEREAS, SECI had invited response to RfS vide its Request for Selection (RfS) dated _____.

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding 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 Bidding 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 RfS for self and agent for and on behalf of Member-2, _____, Member-n and to submit the response to the RfS.

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 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 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 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%

We acknowledge that after the execution of GAPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 3 years from the SCSD, except with the prior approval of SECI.

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 Seller achieves Financial Closure and commencement of Green Ammonia supply in terms of the GAPA.
7. In case of any breach of any equity investment commitment by any of the Consortium 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 hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Green Ammonia Purchase Agreement (GAPA) and shall remain valid until the expiration or early termination of the GAPA in terms hereof, unless expressly agreed to the contrary by SECI.
13. 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 RfS.
14. 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 GAPA except with prior written consent of SECI.
15. 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.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and GAPA.

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

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium/JV)

Ref. No. _____

Date: _____

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

Tel.#:Fax#:

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 RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium/JV is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2023-24.

This Net Worth has been calculated in accordance with instructions provided in Clause 34.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered*

accountant is required to be attached with the format.

**Exhibit (ii): Applicable in case of Bidding Consortium/JV
(To be filled by each Member in a Bidding Consortium/JV separately)**

Name of Member: [*Insert name of the Member*]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR
----- Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium/JV and/ or its Affiliate(s) per following details:

Name of Consortium/JV Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium/JV	Committed Net Worth (Rs. Crore)
Company 1					

Total					

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

**Membership No.
Regn. No. of the CA's firm
UDIN**

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

UNDERTAKING

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

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. _____ dated _____, that as on the last date of bid submission, M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on the last date of bid submission, M/s _____ (Insert name of the Bidder) & any of its Affiliate, including any Consortium/JV Member & any of its Affiliate, their directors have not been barred or included in the blacklist, by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect for our Production Facility under the scheme, SECI will be entitled to cancel the allocation to our Production Facility and we agree to pay any charges towards penalties/recoveries as imposed by SECI including the encashment of PBG, if submitted.

(Signature, Name & Designation of the Authorized Signatory)

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No. _____

Date: _____

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

Tel. #: Fax#:

E-mail address#

To

(Enter Address of SECI)

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

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS 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 RfS, M/s _____ *(enter name of the Promoter/Promoters)* is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the Bidding Company 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 RfS/GAPA including but not limited to cancellation of our response to this RfS and LoA/GAPA as applicable, we, i.e. M/s _____ *(enter name of the bidding 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.

FORMAT FOR DISCLOSURE

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

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No. _____

Date: _____

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

Tel. #:

Fax#:

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 RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. _____.

We undertake that M/s _____ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company 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 RfS/GAPA including but not limited to cancellation of our response to this RfS and LoA/GAPA as applicable, we, i.e. M/s _____ (enter name of the bidding 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.

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.

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM F.7/10/2021-PPD(1) dated 23.02.2023

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

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/Member of JV/Consortium)*

Tel#:

Fax#:

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 RfS No datedfor the tender for

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

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

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of JV/Consortium)

(To be Submitted Separately for each Project)

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel.#: _____

Fax#: _____

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 RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 21** under the title “Financial Closure” that the following details shall be furnished within **12 (Twelve) months** from Effective Date of the GAPA.

- 1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 Details of planned/proposed Green Ammonia Production Facility, renewable energy generating component (if applicable), Green Hydrogen generating component, transportation and storage facilities at the Project site.
- 3.0 Any other details sought as per the checklist communicated by SECI.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.

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.

COVERING LETTER FOR THE FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel. #:

Fax #:

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 RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) for a cumulative Project Capacity of _____ MT/annum in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period up to the date as on 12 months from the last date of submission of response to RfS and such further period as may be mutually agreed upon.

Enclosure: Annexure-I.

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.

Notes:

1. *For each Project, there can be only a single price of supply of Green Ammonia at the Delivery Point. If the bidder quotes two prices of supply or combination thereof for a single project, then the bid shall be considered as non-responsive.*
2. *If the Bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as nonresponsive.*
3. *Price of supply shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Price of supply quoted should be in Indian Rupee up to two decimal places only. If a Bidder quotes the Price of Supply with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted price of supply is INR 81.337, then it shall be considered as INR 81.33).*

Annexure-I to Format 7.10

• **Estimated Employment Generation:**

Parameter	Indirect	Direct
Construction Period (from issuance of LoA to SCSD)		
SCSD + 3 years		

PRELIMINARY ESTIMATE OF COST OF PROJECT

Annual Production and Supply Capacity of Green Ammonia: MT

(No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project)

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.

INTEGRITY PACT

(The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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 RfS Documents. Submission of Online Bids is mandatory for this RfS.

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 Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

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
 - a) Query to SECI (Optional)
 - b) 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
11. Participate in e-Reverse Auction if invited

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 RfS & 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 RfS 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 <i>[Please mark CC: support@electronic tender.com]</i>

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:

- Submission of Bid-Parts
 - Envelope I (Techno-commercial Bid)
 - Envelope II (Financial Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 24.1 of the RfS, failing which the technical bids will not be opened.

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 RfS 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.

ADDITIONAL DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is 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.

Pre-requisite for participation in bidding process

- 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.
- 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.
- 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.

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), SECI shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI.
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last-minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOA, signing of GAPA etc. would be transacted directly between successful bidder(s) and SECI.

- f) LoA shall be placed outside the ETS e-portal & further processing of the LoA shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - A of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) SECI will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electronictender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

S. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity

shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

SECI reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

SCOPE OF WORK, QUALITY PARAMETERS, QUALITY DETERMINATION, TRANSPORTATION AND SUPPLY FROM GREEN AMMONIA PRODUCTION PLANT

1 Scope of Work

Under this RfS, the Green Ammonia Producer (GAP) shall be required to set up Green Ammonia production facilities for supply of Green Ammonia to SECI/Procurers, including storage and transportation up to the Delivery Point specified by SECI/Procurers, at its own cost and as per the provisions of the RfS and GAPA.

Identification of the location, construction and ownership of the Production Facility (including transportation and storage) for supply of Green Ammonia to the Delivery Point specified by the Procurer, will be under the scope of GAP.

Technical Specifications: The Green Ammonia and the GA production process will have to be compliant with the technical specifications for the Production Facility and quality parameters/ specifications for Green Ammonia as defined in the RfS, as well as any other standards defined by Government of India.

Guarantees of Origin: GA and the production process for GA will have to be compliant with the requirements for certification of GA as specified by the MNRE/GoI, and any revision thereof from time to time.

Transportation & Storage:

- a) In case of storage or transportation, the Green Ammonia produced shall be stored in the suitable storage facilities by GAP, complying with applicable standards and all the applicable safety regulations should be followed.
- b) For transportation of GA, appropriate long-term logistics tie-ups shall be done by the GAP and such agreements for logistics shall be provided to the SECI/Procurer prior to commissioning of GA Projects.

2 Quantum of GA and Quality parameters for the Projects: For each Project, the GAP is required to produce and supply the GA as per the supply schedule specified in the table below, subject to the maximum annual ammonia requirement stipulated for the individual Projects of the Procurers.

Further, the GAP is required to meet the quality parameters stipulated by the Procurers and the same have been brought out in the table below.

S. No.	Production Facility/ Project	Name of Procurer	Location of Procurer's plant	Annual Ammonia Requirement (Metric Tons)	Supply Schedule	Quality Parameter
1	Project-I	Indian Farmers Fertiliser Cooperative Limited (IFFCO)	Kandla, Gujarat	1,00,000	25,000 MT per quarter	Liquid Ammonia: Min 99.5 % by weight Water: Max 0.5 % by weight Oil: less than or equal to 10 ppm Temperature: Max -33 °C
2	Project-II	Indian Farmers Fertiliser Cooperative Limited (IFFCO)	Paradeep, Odisha	1,00,000	25,000 MT per quarter	
3	Project-III	Madras Fertilizers Limited (MFL)	Manali, Chennai, Tamil Nadu	4,000	350 MT per month	Anhydrous Ammonia: 99.8 %
4	Project-IV	Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC)	Bharuch, Gujarat	50,000	12,500 MT per quarter	Ammonia: 99.8 % by weight Water: 0.2 % by weight Oil: 10 ppm max Iron as Fe: 2 ppm max Temperature: less than 20 °C
5	Project-V	Paradeep Phosphates Limited (PPL)	Paradeep, Odisha	75,000	23,500 MT per quarter	Ammonia Purity: Min 99.5% Moisture: Max 0.5% Oil: Max 10 ppm Temperature
6	Project-VI	Paradeep Phosphates Limited (PPL)	Zuarinagar, Goa	25,000	4,500 MT every alternate	

					m	= -33 °C
7	Project-VII	Indorama India Private Limited (IIPL)	Haldia, West Bengal	20,000	11,000 T-12,000 MT per month	Ammonia: Min 99.5 % by weight Moisture: Max 0.5 % by weight Oil: max 10 ppm by weight Temperature: -33 °C Impurities: Negligible
8	Project-VIII	Mangalore Chemicals & Fertilizers Ltd. (MCFL)	Panambur, Mangalore, Karnataka	15,000	3,000 MT per quarter	As per IS 662: 2020 Grade 2
9	Project-IX	Coromandel International Limited (CIL)	Vishakhapatnam, Andhra Pradesh	50,000	-	Liquid Ammonia: Min 99.5 % by weight Water: Max 0.5 % by weight Oil: less than or equal to 10 ppm Temperature: Max -33 °C
10	Project-X	Coromandel International Limited (CIL)	Kakinada, Andhra Pradesh	85,000	-	
11	Project-XI	Coromandel International Limited (CIL)	Ennore, Tamil Nadu	15,000	-	

Delivery Point

- a) For each Project, Supplier shall be responsible for the delivery of GA up to the respective Delivery Point, including storage and transportation.
- b) In case of a co-located GA production unit at the site of the consumption, specific metering and quantity measurement shall be done.
- c) In case, the site of GA production is not co-located, the price of supply quoted by the bidder shall be inclusive of the transportation charge i.e., the price for delivering the product at the Delivery Point.
- d) Based on the scope of work defined in the RfS, appropriate transportation and storage

facility (as required for delivery of GA at the Delivery Point as per the supply schedule) need to be created before the commencement of production and supply from the Project.

3 Performance Monitoring

All GA Suppliers shall install necessary equipment to continuously measure the GA production & its purity. They are required to submit this data through online portal to Procurer/ MNRE/ SECI or any other agency designated by them for monitoring.

The Supplier shall submit annual performance assessment reports to SECI. In addition, the Supplier shall also submit information as required by Procurer/ MNRE/ SECI for regular monitoring of status of the Project.