

Ref. BHEL/EOI/PLI-Electrolyser/01

04.09.2023

Corrigendum – 2 (Extension of Due Date)

Subject: Partnering with BHEL to participate in SIGHT scheme for Selection of Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolysers in India

This has reference to the Expression of Interest (Eoi), Eoi Ref No. BHEL/EOI/PLI-Electrolyser/01, dated: 14th August, 2023, published on BHEL's website www.bhel.com for Partnering with BHEL to participate in SIGHT scheme for Selection of Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolysers in India and subsequent Corrigendum-1 dtd. 28.08.2023.

The due date for receiving the proposals against the Eoi has now been extended up to **18th September, 2023**.

The interested prospective collaborators/OEMs shall ensure that their responses along with annexures as mentioned in the Eoi are received by BHEL on or before **18th September, 2023**.

In case any further information is needed, kindly feel free to contact us.

Ref. BHEL/EOI/PLI-Electrolyser/01
28.08.2023

Corrigendum – 1 (Extension of Due Date)

Subject: Partnering with BHEL to participate in SIGHT scheme for Selection of Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolysers in India

This has reference to the Expression of Interest (Eoi), Eoi Ref No. BHEL/EOI/PLI-Electrolyser/01, dated: 14th August, 2023, published on BHEL's website www.bhel.com for Partnering with BHEL to participate in SIGHT scheme for Selection of Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolysers in India.

The due date for receiving the proposals against the Eoi has now been extended up to 4th September, 2023.

The interested prospective collaborators/OEMs shall ensure that their responses along with annexures as mentioned in the Eoi are received by BHEL on or before 4th September, 2023.

In case any further information is needed, kindly feel free to contact us.

**BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)**

Notice for Inviting Expression of Interest (Eoi)

for

Partnering with BHEL to participate in SIGHT scheme for
Selection of Electrolyser Manufacturers for Setting up
Manufacturing Capacities for Electrolysers in India

Eoi No: BHEL/EOI/PLI-Electrolyser/01

Date of Issue: August 14, 2023

Last date for submission of Eoi response: August 28, 2023

Subject: Partnering with BHEL to participate in SIGHT scheme for Selection of Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolysers in India

1. INTRODUCTION

Government of India has taken positive strides in Green Hydrogen space by releasing National Green Hydrogen Mission in January 2023 with an outlay of Rs.19,744 Crore up to 2029-30. The Strategic Interventions for Green Hydrogen Transition (SIGHT) programme is a major financial measure under the mission, with an outlay of Rs.17,490 crore. Subsequent to the above, Ministry of New & Renewable Energy (MNRE) has issued “Scheme Guidelines for implementation of “Strategic Interventions for Green Hydrogen Transition (SIGHT)” Programme – Component I: “Incentive Scheme for Electrolyser Manufacturing” under the National Green Hydrogen Mission. Solar Energy Corporation of India Limited (SECI) has been appointed as the implementing agency for this Scheme and it has floated Request for Selection (RfS) document for selection of Electrolyser Manufacturers (hereinafter referred to as “EM”) for setting up Manufacturing Capacities for Electrolyser in India under the SIGHT Scheme (Tranche-I). RfS document is attached with this EOI as Annexure A.

This Expression of Interest (Eoi) being floated by Bharat Heavy Electricals Ltd. (BHEL) seeks interest from Original Equipment Manufacturers (OEMs) of Electrolyser technology who are willing to partner with BHEL for jointly participating in the subject RfS and/or any subsequent similar RfS.

2. ABOUT BHARAT HEAVY ELECTRICAL LTD (BHEL):

BHEL is a leading state-owned company, wherein Government of India is holding 63.17% of its equity. BHEL is an integrated power plant equipment manufacturer and India’s largest engineering and manufacturing enterprise of its kind, catering to the core sectors of Indian economy viz. energy, transportation, Oil & Gas, heavy engineering industry, renewable & non-conventional energy and defence. The energy sector covers generation, transmission and distribution equipment for thermal, gas, hydro, nuclear and solar based power plants. BHEL has been in the business for more than 55 years and BHEL supplied power equipment account for more than 57% of the total thermal generating capacity in India. BHEL is also listed in both major stock exchanges of India. The company has 16 manufacturing units, 4 power sector regions, 8 service centers and 4 regional offices besides a host of project sites spread all over India and abroad. The annual turnover of BHEL for the year 2021-22 was around US \$ 2.7 Billion (Rs. 20153 Cr). BHEL’s highly skilled and committed manpower more than 30000 employees, the state-of-art manufacturing facilities and practices together with the latest technologies, have helped BHEL to deliver a consistent track record of performance. To position leading state-owned company as global industrial giant for their exemplary performance, Government of India categorized BHEL as “Maharatna Company” in 2013, empowering the company with enhanced autonomy in decision making. With the current order book exceeding US \$14 Billion (Rs. 102000 Cr), BHEL is poised for an excellent future growth.

BHEL Corporate R&D, Hyderabad has requisite know-how in end-use application of Hydrogen Economy i.e. for Proton Exchange Membrane Fuel Cells (PEMFC) technology and has developed and demonstrated PEMFC system upto 5 KW for stationary application and upto 1.25 KW for mobility application.

Our ongoing major technology tie-ups include agreements with Siemens Energy Global GmbH & Co. KG., Germany (for Steam Turbines, Generators and Condensers); MHI, Japan (for Flue Gas Desulfurization Systems); Leonardo S.p.A, Italy (for Super Rapid Gun Mount); GE Tec GmbH, Switzerland (for Steam Turbine for strategic areas); Vogt Power International, USA (for Heat Recovery Steam Generators);

NANO Company Ltd., Korea (for SCR Catalysts); HLB Power Company Ltd., Korea (for Gates and Dampers); Kawasaki Heavy Industries, Japan (for Stainless Steel Coaches for Metros); Valmet Automation Oy, Finland (for DCS System) and Babcock Power Environmental Inc., USA (for Selective Catalytic Reduction Systems); ISRO, India (for Space Grade Lithium-Ion Cells).

For more details, please visit our website <http://www.bhel.com>.

3. SCOPE OF COOPERATION

This Expression of Interest (Eoi) seeks interest from Original Equipment Manufacturers (OEMs) of Electrolyser technology who are willing to jointly participate with BHEL in the subject RfS and/or any subsequent similar RfS for setting up manufacturing facility in India. The mode of partnering with BHEL will be in the form of technology licensing or JV/consortium.

Based on the responses received wrt to this EOI, respondent(s) could be called for further discussions with BHEL.

4. PREQUALIFICATION REQUIREMENTS (PQRs)

Respondent should meet all the PQR criteria below:

- A. Respondent shall be an OEM of Alkaline Electrolysers including stack technology (Suitable/relevant documentary evidence to substantiate the fulfilment of this PQR is to be submitted along with the response to this EOI).
- B. Respondent should have at least 2 years of experience of designing, engineering, manufacturing/assembling, testing, supply/demonstration, installation and commissioning of Electrolyser System, as on the closing date of this EOI. (Suitable/relevant documentary evidence to substantiate the fulfilment of this PQR is to be submitted along with the response to this EOI).
- C. Respondent should have supplied/demonstrated at least one (1) Alkaline Electrolyser system of capacity at least 500 kW as a single unit in the last 05 years from the closing date of this Eoi. (Requisite documentary evidence to substantiate the fulfilment of this PQR is to be submitted along with the response to this EOI).
- D. Specific Energy Consumption (σ) as measured at 100% rated capacity at the stack level on DC side is equal to or less than 56 kWh/kg of H₂ production at the beginning of life (Suitable/relevant documentary evidence to substantiate the fulfilment of this PQR is to be submitted along with the response to this EOI). Minimum Stack life of 60000 Hrs.

5. INSTRUCTIONS

- A. The interested respondent shall ensure that their complete response along with following annexures are received by BHEL on or before 28.08.2023.
Annexure 1- Details required from Respondent
Annexure 2- Information on various parameters of Electrolyser System
- B. The response to this EOI shall also be accompanied with details on:
 - a. company background,

- b. technical features/ product catalogue,
 - c. reference list of customers,
 - d. details of current manufacturing facilities and relevant certificates,
 - e. annual audited financial reports for last three (3) years.
- C. Language: All correspondences and documents related to the EOI response shall be in English language, provided that any printed literature furnished by the Respondent may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the English translation shall govern.
- D. The Respondent(s) shall abide by the terms & conditions, as applicable, of this EOI.
- E. All pages of the response against this EOI shall be duly signed by the authorised signatory.
- F. Any Respondent which has been debarred/blacklisted by Indian Central/State Governments or by any entity controlled by Indian Central/State Governments from participating in any of their project, as on date of submission of EOI, shall not be eligible to submit the EOI.
- G. In case any amendment/corrigendum to this EOI is issued, it shall be notified only at www.bhel.com
- H. Right to accept or reject any or all Applications:
- i. Notwithstanding anything contained in this EOI, BHEL reserves the right to accept or reject any application and to annul the EOI Process and reject all applications at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. In the event that BHEL rejects or annuls all the applications, it may, at its discretion, invite all eligible OEMs/suppliers to submit fresh applications.
 - ii. BHEL reserves the right to reject any applicant during or after completion of EOI process, if it is found there was a material misrepresentation by any such applicant or the applicant fails to provide, within the specified time, supplemental information sought by BHEL.
 - iii. BHEL reserves the right to verify all statements, information and documents submitted by the applicant in response to the EOI. Any such verification or lack of such verification by BHEL shall not relieve the applicant of his obligations or liabilities hereunder nor will it affect any rights of BHEL.
- I. Governing Laws & Jurisdiction: The EOI process shall be governed by and construed in accordance with, the laws of India and the Courts at New Delhi (India) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the EOI process.
- J. Contact Details

The respondent shall submit their response with supporting documents (either in soft through email or hard copy) duly signed to the following official:

Additional General Manager

Coal to Chemical, Power Sector Business Group – II,
4th Floor, Bharat Heavy Electricals Limited, BHEL House, Siri Fort, New Delhi – 110049, India
Phone: +91 11 66337811 Mobile: +91 99686 51038; Email: ssverma@bhel.in

ANNEXURE – I

DETAILS REQUIRED FROM RESPONDENT

| S. No. | Requirement | Response and remarks if any |
|--------|---|-----------------------------|
| 1. | Whether the Respondent is an Original Equipment Manufacturer (OEM) of Electrolyser System | |
| 2. | For how many years, Respondent is in business of Electrolyser System | |
| 3. | Whether the Respondent has capability of engineering and product development of Electrolyser System | |
| 4. | Whether the Company background and its product profile/ catalogues along with technical details of Electrolyser System , which is being offered to BHEL under this EOI, enclosed | |
| 5. | Whether product data sheet has been enclosed | |
| 6. | Whether Respondent's detailed reference list (including performance certificates, satisfactory operation certificates etc.) have been enclosed | |
| 7. | Whether Respondent's annual audited financial reports including auditor's report for last 3 years have been enclosed | |
| 8. | Respondent shall be an OEM of Alkaline Electrolysers including stack technology Whether Respondent meets above PQR and suitable/relevant documentary evidence to substantiate the fulfilment of above PQR has been submitted. | |
| 9. | Respondent should have at least 2 years of experience of designing, engineering, manufacturing/assembling, testing, supply/demonstration, installation and commissioning of Electrolyser System, as on the closing date of this EOI. Whether Respondent meets above PQR and suitable/relevant documentary evidence to substantiate the fulfilment of above PQR has been submitted. | |
| 10. | Respondent should have supplied/demonstrated at least one (1) Alkaline Electrolyser system of capacity at least 500 kW as a single unit in the last 05 years from the closing date of this EOI. Whether Respondent meets above PQR and requisite documentary evidence to substantiate the fulfilment of this PQR is to be submitted along with the response to this EOI | |
| 11. | Specific Energy Consumption (σ) as measured at 100% rated capacity at the stack level on DC side is equal to or less than 56 kWh/kg of H ₂ production at the beginning of life. Minimum Stack life of 60000 Hrs. Whether Respondent meets above PQR and Suitable/relevant documentary evidence to substantiate the fulfilment of this PQR is to be submitted along with the response to this EOI. | |
| 12. | Whether the Respondent has any presence in India. If so, please specify head office/ company address. | |

ANNEXURE – II

INFORMATION ON VARIOUS PARAMETERS OF ELECTROLYSER SYSTEM

| S. No. | Specifications / Parameters | Response and remarks if any |
|--------|--|-----------------------------|
| 1. | Type of Electrolyser Technology (Alkaline/PEM etc.) possessed by the Respondent | |
| 2. | Annual Manufacturing capacity of MEAs/Stack/System | |
| 3. | Whether the Respondent has in-house capability for all other sub-systems (Power supply system, Water management system, Hydrogen processing system, Cooling system, and Control system etc.) | |
| 4. | Min. and max. capacity of Electrolyser system (range in Nm ³ /hr) | |
| 5. | Operating temperature range (°C) | |
| 6. | Outlet pressure of H ₂ (in Bar) | |
| 7. | Spc. energy consumption incl. auxiliary units (BOL kWh/Nm ³ H ₂) | |
| 8. | Certification and compliances of Electrolyser plant | |
| 9. | Water required per kg of H ₂ generated | |
| 10. | Control range (% of nominal power) | |
| 11. | Time taken for Cold start to nominal power in minutes | |
| 12. | Time taken for Standby start to nominal power in sec. | |
| 13. | Minimum guaranteed life of Stack in hours | |
| 14. | Designed life of Electrolyser System in years | |
| 15. | Whether the Control system panels and software are self-developed? | |
| 16. | Whether the Respondent has the capability of making Electrolyser stack and system of 100 Nm ³ /hr or more | (YES/NO) |
| 17. | Whether the Respondent has supplied Electrolyser systems of at least 100 Nm ³ /hr or more | (YES/NO) |
| 18. | Number of Electrolyser stack and system supplied (numbers with capacity) in last three years | (YES/NO) |
| 19. | Cumulative Operational hours of Stack and Electrolyser systems supplied by the Respondent in last three years | |
| 20. | Minimum operational durability of Electrolyser stacks and systems with degradation rate | |
| 21. | Nominal current density (A/cm ²) | |
| 22. | Voltage range (Volts) | |

Annexure A



Request for Selection (RfS) Document for Selection of Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolysers in India under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Tranche-I)

RfS No. SECI/C&P/MI/00/0015/2023-24 dated: 07.07.2023

Tender Search Code on ISN-ETS: SECI-2023-TN000013

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

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: 07.07.2023

BID INFORMATION SHEET

The brief details of the RfS are as under:

| | | | | | | |
|----------------------|---|--|----------------------|--|----------------|--|
| (A) | NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB | Selection of Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolyser in India under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Tranche-I) | | | | |
| (B) | RfS NO. & DATE | SECI/C&P/MI/00/0015/2023-24 dated 07.07.2023 | | | | |
| (C) | TYPE OF BIDDING SYSTEM | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> </table> | SINGLE BID SYSTEM | <input style="width: 80%;" type="text"/> | TWO BID SYSTEM | <input style="width: 80%;" type="text" value="Yes"/> |
| SINGLE BID SYSTEM | <input style="width: 80%;" type="text"/> | | | | | |
| TWO BID SYSTEM | <input style="width: 80%;" type="text" value="Yes"/> | | | | | |
| (D) | TYPE OF RfS/ TENDER | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table> | E-TENDER | <input style="width: 80%;" type="text" value="Yes"/> | MANUAL | <input style="width: 80%;" type="text"/> |
| E-TENDER | <input style="width: 80%;" type="text" value="Yes"/> | | | | | |
| MANUAL | <input style="width: 80%;" type="text"/> | | | | | |
| (E) | COMPLETION/ CONTRACT PERIOD | As mentioned in RfS Document | | | | |
| (F) | DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE) | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table> | APPLICABLE | <input style="width: 80%;" type="text" value="Yes"/> | NOT APPLICABLE | <input style="width: 80%;" type="text"/> |
| APPLICABLE | <input style="width: 80%;" type="text" value="Yes"/> | | | | | |
| NOT APPLICABLE | <input style="width: 80%;" type="text"/> | | | | | |
| | | 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 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table> | APPLICABLE | <input style="width: 80%;" type="text" value="Yes"/> | NOT APPLICABLE | <input style="width: 80%;" type="text"/> |
| APPLICABLE | <input style="width: 80%;" type="text" value="Yes"/> | | | | | |
| NOT APPLICABLE | <input style="width: 80%;" type="text"/> | | | | | |
| | | Amount: INR 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 13 to be submitted in the form of Bank Guarantee/ Payment on Order Instrument along with the response to RfS | |
| (H) | PERFORMANCE BANK GUARANTEE | APPLICABLE | <input type="text" value="Yes"/> |
| | | NOT APPLICABLE | <input type="text"/> |
| (I) | DATE, TIME & VENUE OF PRE-BID MEETING | Scheduled as per NIT on ISN-ETS portal and/or SECI website. | |
| (J) | OFFLINE & ONLINE BID-SUBMISSION DEADLINE | As per NIT on ISN-ETS portal | |
| (K) | TECHNO-COMMERCIAL BID OPENING | As per NIT on ISN-ETS portal | |
| (L) | CONTACT DETAILS OF ISN-ETS PORTAL | M/s Electronic Tender.com (India) Pvt. Ltd. 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 | |
| (M) | NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS) | Sh. Ajay Kumar Sinha Addl. General Manager (Contracts & Procurement) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110023 Contact No.: 011-24666200 Email: contracts@seci.co.in | |
| (N) | DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY | 1) Sh. Pratik Prasun Sr. Manager (C&P) Ph: 011-24666237 pratikpr@seci.co.in | |

| | | |
|--|--------------------------------|---|
| | ASSISTANCE REQUIRED | <p>2) Sh. Abhisekh Srivastav Manager (C&P) Ph: 011-24666260 abhisekhsri@seci.co.in</p> <p>3) Sh. Swapnil Gandhi Senior Engineer (C&P) Ph: 011-24666359 swapnil.gandhi@seci.co.in</p> |
|--|--------------------------------|---|

- 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 only will be available from <https://www.bharat-electronictender.com>

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) programme is a major financial measure under the mission, with an outlay of 17,490 crore. The programme 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 I: “Incentive Scheme for Electrolyser Manufacturing” under the National Green Hydrogen Mission, vide F. No. 353/39/2023-NT dated 28/06/2023. SECI has been appointed as the 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 invites online bids for selection of Electrolyser Manufacturers (hereinafter referred to as “EM”) for setting up Manufacturing Capacities for Electrolyser in India under the SIGHT Scheme (Tranche-I). Selection of beneficiaries shall be done in a transparent manner as per the criteria laid down in the Guidelines and RfS.
- 1.5 A Bidder setting up Electrolyser manufacturing facilities will be eligible for applying for the incentive assistance under this scheme if it qualifies for the Qualification Requirements set forth in Section-4 of the RfS.

2 Invitation for Bids

- 2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of the RfS. The respective rights of SECI and the Bidder/EM 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, SECI may develop a suitable monitoring mechanism, to analyze the performance of the manufacturing unit and carry out random checks, with help of other agency designated by MNRE/SECI, for validation of

commencement of commercial operation of manufacturing unit, measurement of performance parameters as listed out in the RfS, compliance of quality standards during the course of implementation of the scheme etc.

- 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, New Delhi 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 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 its proposal along with non-refundable RfS Document Fee, Bid Processing Fees and Earnest Money Deposit (EMD) (if applicable) 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 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 agreement.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

- 3.1 Under this RfS, the EM shall be required to set up manufacturing capacities for Electrolysers, with the primary objective to promote domestic manufacturing of electrolysers and production of Green Hydrogen.
- 3.2 With the objective to indigenously developed electrolyser technologies, bids under this RfS are invited in two separate buckets as follows:

| Bucket No. | Description |
|------------|--|
| 1 | Electrolyser manufacturing capacity based on any stack technology |
| 2 | Electrolyser manufacturing capacity based on indigenously developed stack technology |

4 *Total capacity offered*

- 4.1 The capacities will be allocated in separate bucket based on the stack technology proposed by the bidders. The total capacity is divided into the two buckets as follows:

| Bucket No. | Capacity offered |
|------------|------------------|
| 1 | 1200 MW |
| 2 | 300 MW |

5 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder*

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

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid for a bid capacity in each bucket in the following way:

| Bucket No. | Minimum bid capacity | Maximum bid capacity |
|------------|----------------------|----------------------|
| 1 | 100 | 300 |
| 2 | - | 300 |

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- 5.2 The evaluation of bids shall be carried out as described in Section-5 of the RfS.
- 5.3 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 manufacturing capacity with another partner/company for one bid only.

- 5.4 The bidder shall be allowed to bid for either or both buckets. The bids for the “Electrolyser manufacturing capacity based on any stack technology” bucket will be decided first, followed by the bids for the ‘Electrolyser manufacturing capacity based on indigenously developed stack technology’ bucket.. However, the maximum capacity that can be allotted to a single bidder is limited to 300 MW.
- 5.5 Bidders who have been awarded capacity in Bucket-I will be considered for the indigenously developed stack technology for balance capacity only if capacity awarded in Bucket-I is less than 300 MW.

6 *Performance criteria*

6.1 **Required Values of Electrolysers Performance, Local Value Addition (LVA) and Guaranteed life:**

EM will have to fulfil certain values of Electrolysers performance (Specific Energy Consumption) and Local Value Addition (LVA) for being eligible for incentive under this scheme, as follows:

| Parameter | | Minimum values required for 1 st year | Minimum values required for 2 nd year | Minimum values required for 3 rd year | Minimum values required for 4 th year | Minimum values required for 5 th year |
|--|--|---|--|--|--|--|
| Specific Energy Consumption (SEC or σ) * | | Specific Energy Consumption (σ) shall be equal to or less than 56 kWh/kg of H ₂ production. | | | | |
| Local Value Addition (LVA) | For Alkaline Electrolyser | 40% | 50% | 60% | 70% | 80% |
| | For Proton Exchange Membrane/ Solid Oxide Electrolyser/ Anion Exchange Membrane Electrolyser | 30% | 40% | 50% | 60% | 70% |
| Guaranteed life of Electrolyser | | The Guaranteed Life of Electrolyser shall be at least 60,000 hrs. | | | | |

** The SEC shall be measured at 100% rated capacity at the stack level on DC side. The SEC values will need to be demonstrated at or prior to commissioning of the Electrolyser.*

Further, the percentage of Local Value Addition will be calculated as follows:

$$LVA = \{[(\text{Sales Value of Electrolyser}) - (\text{Value of imports})] / \text{Sale Value of Electrolyser}\} * 100$$

In which,

- i. Sale Value of Electrolyser is the Sale value of Electrolyser as per GST invoice excluding net domestic indirect taxes and returns.
 - ii. Value of imports is the Value of direct and indirect imported materials and services (including all Customs Duty) as per Bill of Entry filed in Customs, used in manufacturing of Electrolyser.
 - iii. Verification of Local Value Addition (LVA) will be carried out on an annual basis. For the purpose of determination of LVA, weighted average LVA for the complete sales in a given year shall be certified by Statutory Auditor.
- 6.2 At the time of submission of response to RfS, as part of the second envelope, the Bidders will be required to submit the following details in the Performance Parameters Matrix (PPM) as per Format 7.10:
- a. Bid capacity proposed for availing incentive (in MW)
 - b. Year-wise percentage of Local Value Addition (LVA)
 - c. Year-wise performance parameters of manufactured Electrolysers (Specific Energy Consumption (SEC)).

The Bidder shall also be required to declare the plan for local value addition, and the estimated employment generation and exports during the tenure of the Scheme, in the Performance Parameter Matrix at the time of bid submission.

- 6.3 **Shortfall in demonstrating Performance Criteria:** In case for any given year, the Manufacturer falls short on quoted level of Electrolyser performance (SEC) and/or quoted level of LVA, then the incentive availed will be as per clause 34.2 of the RfS.

Note: The penalty is levied on behalf of the Government of India to ensure these Projects are not left incomplete or delayed for reasons which don't qualify for any extension of time. Therefore, SECI will be under no obligation to demonstrate any proof of loss on account of such delay or incompleteness /non-completion of the Project.

7 Construction Plan Monitoring

- 7.1 EMs are required to submit the following documents with their response, as part of response to RfS:
- a. Construction Plan
 - b. Clearances/ approvals required from various Government departments/ Local Bodies
 - c. Timelines/ PERT chart of major construction activities
 - d. Timelines for applying for/obtaining various clearances/ approvals.
- 7.2 EMs 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 EM's Manufacturing Facilities and offices. SECI reserves the right to appoint Independent Engineer/ Firm for monitoring of the construction activity.
- 7.4 The construction period for commissioning of the Manufacturing Facility will start from the date of issuance of LoA by SECI. Timelines of the commissioning will be as per the timelines for the corresponding extent of integration as per Clause 8.

8 *Commissioning of Electrolysers Manufacturing Facilities*

- 8.1 The Electrolysers manufacturing Facilities set up under this RfS shall be allowed the timeline of **24 months from the date of issuance of LoA** for commissioning of full manufacturing capacity, which is to be referred to as Scheduled Commissioning Date (SCD).
- 8.2 A detailed commissioning procedure will be provided in due course. The EM will be required to intimate SECI at least 45 days in advance regarding expected date of commissioning of the project so that SECI/other Authorized agencies may plan for site inspection or any other activity to be planned for confirmation/validation of the commissioning.
- 8.3 An inspection team comprising members from SECI and/or its authorized agencies will visit the Manufacturing Facility at the time of commissioning or immediately after its commissioning to verify manufacturing capacity and performance of Electrolysers, as promised at the time of bid submission. If required, MNRE/SECI may also designate National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited labs, etc. for such verification. The EM will be required to provide information/documents to the satisfaction of SECI/MNRE or any of their authorized representatives to the extent of their satisfaction, as necessary for verification of claims of the EM.
- 8.4 Part Commissioning of the plant is allowed however the eligible incentive (based on actual sales or commissioned capacity whichever is lower, actual Specific Energy consumption and actual LVA) will be released to the bidder for 5 years only either from the date of part commissioning or full commissioning as chosen by the bidder. The commissioning team of SECI/ its authorized agency will visit the Manufacturing Facility only after intimation of commissioning of entire awarded manufacturing capacity. Subsequent to the site visit, in case it is concluded that the full capacity has not been commissioned, the said capacity will be not eligible for any incentive disbursement, in line with the RfS provisions.
- 8.5 **Penalty for delay beyond SCD:**
- a. The maximum deadline allowed for commissioning of full project capacity shall be limited to the date as on 6 months from SCD.

- b. In case of delay in commissioning of the Project beyond the SCD until the deadline as per Clause 8.5.a. above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 300 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/300) X (18/180). For the purpose of calculations of liquidated damages, 'month' shall be considered consisting of 30 days.
- c. In case EM fails to implement the promised "Manufacturing Capacity" submitted as part of its response to RfS, beyond the date mentioned in clause 8.5.a above, PBG commensurate to the manufacturing commitments not fulfilled by the EM will be encashed and the balance amount will be eligible for release to the EM.

Note: The penalty is levied on behalf of the Government of India to ensure these Projects are not left incomplete or delayed for reasons which don't qualify for any extension of time. Therefore, SECI will be under no obligation to demonstrate any proof of loss on account of such delay or incompleteness /non-completion of the Project.

9 *Not used*

10 *Disbursement of Incentives*

- 10.1 The Manufacturing Facilities awarded under this RfS will be eligible for getting Incentives on annual basis on sales of committed Electrolysers for 5 year from SCD or the actual commissioning date of the manufacturing facility (COD), whichever is earlier.
- 10.2 **Manufacturing Facility inspection prior to Incentive disbursement:** For each of the years in which the EM is eligible for disbursement of Incentive ("Incentive years"), the assessment of the EM's claims for eligibility of Incentive will be carried out as follows:
 - a. **For verification of Electrolyser performance,** there will be maximum 4 quarterly visits carried out at the Manufacturing Facility, in an Incentive Year. Samples will be chosen by the inspection team during each visit, and testing of the same shall be conducted. The results obtained on the batch being sampled during each visit, will be applicable for the total production considered for Incentive disbursement in between last visit and present visit. The results for the batch with the lowest performance during the incentive year will be considered for calculation of incentive for the complete year.
 - b. In this case, the above site visit will take place within the last 2 weeks of the end of the corresponding quarter. While the cost of site visit each inspection will be borne by SECI, transportation of chosen samples to and from the testing facility, will be the responsibility of the EM, at its own risk and cost. The methodology of sampling and testing procedure will be issued in due course.
 - c. Verification of Local Value Addition (LVA) will be carried out on annual basis. For the purpose of determination of LVA, weighted average LVA for the complete sales in a given incentive year shall be certified Statutory Auditor. The percentage of Local Value Addition will be calculated as follows:

$$\frac{[(\text{Sale value of Electrolysers as per GST invoice excluding net domestic indirect taxes and returns}) - (\text{Value of direct and indirect imported materials and services (including all Customs Duty) as per Bill of Entry filed in Customs, used in manufacturing of Electrolysers})]}{[\text{Sale value of Electrolysers as per GST invoice excluding net domestic indirect taxes and returns}]} \times 100\%$$

It is clarified that indirect import of raw material by the EM to be used in the Manufacturing Facility will not be counted as part of Local Value Addition under the RfS

- 10.3 The EM shall be required to give a self-declaration and a Statutory Auditor's certificate in support of meeting the above required parameters, as part of its submission of claim for Incentive for each year.
- 10.4 The manufacturers will be required to provide documents in support of the Incentive claimed for a particular year based on
 - a. Actual Sales of Electrolysers; and
 - b. Percentage of Local Value Addition
 - c. Actual Specific Energy Consumption
- 10.5 Documents for ascertaining the above will be specified in due course. SECI/MNRE will also make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations to conduct sample checks to verify claims of manufacturers in respect of Performance of Electrolysers.
- 10.6 **Sales eligible for Incentive disbursement:** Pursuant to Clause 34.2.e, the sales in any given year are sales minus sales returns. EM shall be required to submit Statutory Auditor's certificate in support of this claim. The EM will have to demonstrate minimum 50% of annual sales of Electrolysers for installation of projects in India.
- 10.7 Release/encashment of the PBG will mark the termination of the scheme period, with no further claims regarding Incentive disbursement will be entertained by SECI/MNRE.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

11 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** of the RfS). 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. The Bidding documents are available free of cost.

12 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 entire 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.

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.

13 Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)

- 13.1 Earnest Money Deposit (EMD) of **INR 7,40,000 / MW** (Indian Rupees Seven Lakhs Forty Thousand per MW) in the form of Bank Guarantee according to Format 7.3A and valid for 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/ Lead 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

- 13.2 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 (7) 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 Bid Guarantee 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.

- 13.3 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.

- 13.4 The Bank Guarantee (BG) or amendment to be submitted against EMD 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.

13.5 **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 15 of the RfS;
- d. If the selected bidder does not meet the eligibility criteria upon submission of documents.

13.6 **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/LoA. This instrument would have to be furnished as per Format 7.3 B

of the RfS, within the timelines as per Clause 13.1 above, for the amount and validity period as per those Clause 13.1 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”.

14 Performance Bank Guarantee (PBG)

- 14.1 Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ **INR 14,80,000/MW (Indian Rupees Fourteen Lakhs and Eighty Thousand per MW) as per the Manufacturing Capacity allocated to them within 15 days of issuance of Notification of Award (NoA)**. It may be noted that Successful Bidder shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 8 years from the date of issuance of LoA.

In case the Successful Bidder/EM is unable to get the PBG with initial validity of 9 years, it can submit the PBG with initial validity period of 36 (thirty-six) months. However, the validity of the PBG will be required to be extended for further period, as applicable, prior to 90 days from expiry of the existing validity.

In case of non-submission of PBG within the above deadline, the Bank Guarantee against EMD submitted by the Bidder will be encashed, NoA issued will be cancelled by SECI and the awarded capacity shall stand terminated.

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.

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

- 14.2 Note: The PBGs are required to be submitted in the name of the entity in whose name the LoA is being issued. In case of the Project being implemented by a Special Purpose Vehicle (SPV) incorporated 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 subsequently replaced by the PBG issued in the name of the SPV.
- 14.3 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 32.4 of the RfS.
- 14.4 The format of the Bank Guarantee prescribed in the Formats 7.3 A (EMD) and 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 LoA will not be issued by SECI.

- 14.5 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.
- 14.6 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.
- 14.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/Ems. 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.
- 14.8 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.
- 14.9 After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the issuance of LoAs to the Successful Bidders.
- 14.10 The PBG of EMs shall be returned to them, immediately after successful operation of Manufacturing Facility for the Incentive Years after taking into account any penalties due to delays in commissioning/non-achievement of manufacturing commitments as per Clause 8 of the RfS.

14.11 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. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 14.1 above, for the amount and validity period as per those Clause 14.1 above. In case the successful Bidder chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 14.1 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)".

15 *Success Fees*

- 15.1 The Successful Bidder shall pay to SECI, the Success Fees of Rs 30,000 per MW towards administrative overheads, expenses against performance testing, verification and reconciliation of disbursement claims, pre-commissioning and commissioning expense, coordination with other agencies such as NABL etc. corresponding to the Manufacturing Capacity awarded through LoA
- 15.2 The payment has to be made by the EM in the form of DD/Pay Order/NEFT/RTGS along with submission of PBG. In case the Successful Bidder submits the PBG, but fails to submit the Success Fee as above, the amount corresponding to Success Fee shall be encashed from EMD submitted by the Bidder, and the balance amount will be returned by SECI upon successful verification of PBG.

16 *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 EM, as per Format 7.9. 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 EM, 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/Manufacturer. The Contractor /SMM 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:

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

17 Not Used

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

18.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the EM shall submit its controlling shareholding again, to SECI. The bidder shall declare the above information regarding its Promoter (s) as per Format 7.8 of the RfS.

18.2 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 issuance of LoA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

- a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of issuance of LoA), insolvent, insane of existing shareholders.
- d. Transfer of shares within the members of Immediate Promoter Group only.
- e. Transfer of shares to IEPF.
- f. Issue of Bonus Shares.

18.3 In case of the selected Bidder itself executing the project, 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), from the date of issuance of LoA until commissioning of the Manufacturing Facility. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

18.4 In case of companies having multiple promoters (but none of the shareholders having more than 51% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained from the date of issuance of LoA until commissioning of the Manufacturing Facility.

18.5 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the Project, shall not fall below 51% at any time prior to commissioning of the Manufacturing facility. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the project, shall not fall below 51% at any time prior to

commissioning of the Manufacturing facility. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- 18.6 Any change in the shareholding after commissioning of the Manufacturing Facility can be undertaken under intimation to SECI and through approval of MNRE.

19 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 (JV), a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium/JV 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 (POI) 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 Projects. 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/JV Agreement.

- 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 regarding no wilful default and no major litigation pending as per **Format 7.7**.
- viii. A disclosure statement as per **Format 7.8** regarding participation of any related companies in the bidding process.
- ix. Signed Integrity Pact between SECI and the Bidding Company as per **Format 7.9**.
- x. Format for submission of Performance Parameter Matrix as per **Format 7.10** along with annexure.
- xi. Preliminary estimate of cost of project as per **Format 7.11**.
- xii. Attachments
 - a. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Electrolyser Manufacturing.
 - In case, there is no mention of the above provisions in the MoA/AoA of the Bidder, the same has to be amended and submitted prior to issuance of LoA, 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 Electrolyser Manufacturing has to be submitted prior to issuance of LoA.
 - 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 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 2022-23/2021-22, and provisional audited accounts, 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 (if 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.

20 Important Notes and Instructions to Bidders

- 20.1 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.
- 20.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online may be verified at any point of time during the Project implementation period.
- 20.3 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.
- 20.4 If the event specified at Clause 20.3 is discovered after the issuance of LoA, consequences specified in RfS shall apply.
- 20.5 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 13 of the RfS
- 20.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 20.7 The response to RfS shall be submitted as mentioned in Clause 19 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.
- 20.8 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.
- 20.9 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.
- 20.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

- 20.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- 20.12 Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- 20.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 20.14 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.
- 20.15 Only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 20.16 All the financial transactions to be made with SECI including success fees, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS.

21 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 Bid 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 envelopes 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. Data filled in the Performance Parameter Matrix regarding manufacturing commitments for 5 years found not in line with the instructions mentioned in the RfS and Guidelines.

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

22 Method of Submission of Response to RfS by the Bidder

22.1 Documents to be Submitted Offline (in Original)

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

- NEFT/RTGS details towards Cost of RfS and Bid Processing Fee as mentioned in Bid Information Sheet.
- Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B).
- Pass-phrases for both Envelopes submitted on the ETS portal.

No documents will be accepted in person, on or before the date of bid submission. 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 22.08.2023, the above deadline will expire at 18:00 hrs. on 24.08.2023. 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 Electrolyser Manufacturers (EM) for Setting up Manufacturing Capacities for Electrolysers in India under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Tranche-I) | |
|---|---|
| <i>Manufacturing capacity applied for</i> | <i>Bucket: 1 or 2</i> <i>Capacity: _____ MW</i> |
| <i>RfS Reference No.</i> | SECI/C&P/MI/00/0015/2023-24 dated 07.07.2023 |
| <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)</i> <i>(Name of the Authorized Signatory)</i> <i>(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 |

22.2 **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** of the RfS. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the forms.

If the Bidder has submitted bid online and fails to submit the DDs/Pay order against bid processing fee offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Bid Processing fee submitted shall be encashed.

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. First Envelope

The Bidder shall upload 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, and 7.8 and 7.9 as elaborated in Clause 19 of the RfS.
- b. All attachments elaborated in Clause 19 of the RfS, under the sub-clause xii: 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 21.8 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 Technical bid.

II. Second Envelope

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

- i. Performance Parameter Matrix (PPM) as per Format - 7.10 of the RfS
- ii. Preliminary project cost estimate as per Format-7.11 of the RfS


The instructions mentioned in the Electronic forms have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner
- (b) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadline and fails to submit the offline documents in the office of SECI within bid submission deadline, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened. For e.g., if the bid submission deadline is 18:00 hrs. on 05.10.2023, the above deadline will expire at 18:00 hrs. on 07.10.2023. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for online submission of Pass-phrases in the ETS portal.

23 Notice Board for Display

The EM 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 declaration of commissioning of the Manufacturing facility.

| |
|--|
| <p>___MW Electrolyser Manufacturing Project</p> <p>Owned and operated by</p> <p>----- (insert name of the EM)</p> <p>[Under RfS for Selection of Electrolyser Manufacturers for Setting up Manufacturing Capacities for Electrolyser in India under Strategic Interventions for Green Hydrogen Transition (SIGHT) Scheme (Tranche-I) by</p> <p>Solar Energy Corporation of India Limited]</p> <div style="text-align: center;"></div> <p>Village:.....Tehsil:.....District:.....State:.....</p> |
|--|

24 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 bid submission ("Bid Validity"). SECI reserves the

right to reject any response to RfS which does not meet the aforementioned validity requirement.

25 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.

26 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

- 26.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.
- 26.2 SECI will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SECI's response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.
- 26.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on SECI's website).

27 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 (if applicable).

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

Shortlisting of Bidders will be based on the following Criteria:

28 *General Eligibility Criteria*

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

28.1 The Bidder shall be a Company or a Joint Venture/Consortium.

28.2 Joint Venture/Bidding Consortium with one of the Companies as the Lead Member. 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 within 90 days of issuance of LoA. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium/JV as indicated in the Consortium/JV Agreement (Format 7.5).

28.3 A foreign company can also participate on a 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, within 90 days of issuance of LoA. 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.

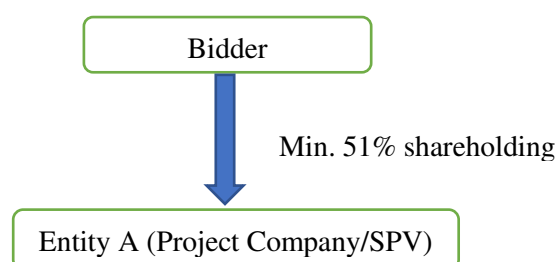
In case the foreign company participating as a member of consortium/JV, Clause 28.7 of the RfS shall be applicable

28.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD dated 23.07.2020 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. “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.
- iii. “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

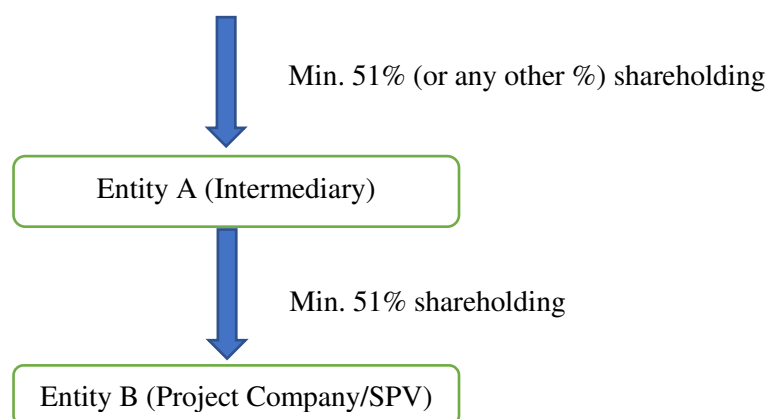
- e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium where any member of the consortium falls under any of the above.
- iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8 of the RfS.
 - v. Other provisions of the referred OM dated 23.07.2020 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.
- 28.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- 28.6 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) after issuance of LoA and within 90 days of the date of issue of LoA by SECI, 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. This shall not change till the commissioning of the project and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to commissioning of the project.
- 28.7 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.
- 28.8 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 28.3 and 28.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:

| | | | |
|--|--------|-------------------------------------|---------------|
| RfS for Selection of EM for Setting up for Electrolysers in India under SIGHT Scheme (Tranche-I) | Bidder | RfS No. SECI/C&P/MI/00/0015/2023-24 | Page 29 of 83 |
|--|--------|-------------------------------------|---------------|



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

29 Financial Eligibility Criteria

29.1 Net-Worth

- i. The Net Worth of the Bidder, as on the last date of previous Financial Year, i.e. FY 2022-23, should be equal to or greater than INR 1 Crore per MW of quoted manufacturing capacity.
- 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.

29.2 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 Clauses 29.1 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 issuance of LoA.

29.3 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.

29.4 A Company/Consortium/JV would be required to submit annual audited accounts for the last FY, 2022-23, or as on the day at least 7 days prior to the bid submission deadline, 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, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

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 or provisional accounts as on the day at least 7 days prior to the bid submission deadline, 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.

29.5 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.

29.6 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 29.5 above.

29.7 In case the response to RfS is submitted by a Consortium/JV, then the financial eligibility requirement to be met by each Member of the Consortium/JV shall be computed in proportion to the equity commitment made by each member in the Project Company.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

30 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.

31 Evaluation of Envelope-1 of Bidders (Step 1)

- 31.1 The first envelope (Envelope-1 submitted online) of only those Bidders will be opened by SECI whose required documents as mentioned at Clause 22 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 31.08.2023, the online bid opening will be conducted on 02.09.2023. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- 31.2 Subject to Clause 22 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.

- 31.3 The response to RfS submitted by the Bidder shall be scrutinized to establish Eligibility as per Section-4 of the RfS

32 Evaluation of Envelope-2 of Bidders (Step 2)

- 32.1 The second envelope (Envelope-2 submitted online) of only those bidders shall be opened who are found to be qualified as per the Qualifying Requirements laid down in Section-4.
- 32.2 Based on details of the proposed Manufacturing Facility submitted by the eligible bidders, sorting and shortlisting of bidders shall be carried out as detailed in clause 33.

33 Selection of Successful Bidders

33.1 The selection parameter of the quoted bid capacity will be calculated as the sum of products of following two components (over the 5-year period) as submitted by the Bidder as part of Format 7.10

- Local Value Addition (LVA) factor**, which is a function of percentage of LVA as quoted by the Bidder for the particular year;
- Performance Multiplier**, as identified from the Performance Matrix as per clause 33.2 for the particular year;

33.2 Formula for calculation of Incentive amount shall be as follows:

$$\text{Selection Parameter} = \sum_{i=\text{year } 1}^{\text{year } 5} \text{LVA factor}_i \times \text{Performance Quotient}_i$$

where,

- 'i' is the year counted from date of scheduled or actual commissioning (whichever is earlier) ranging from 1 to 5;
- Local Value Addition (LVA) Factor_i** is a function of the percentage of Local Value Addition (LVA), submitted for the ith year. LVA Factor is derived as per the following table:

i. For Alkaline Electrolyser:

| LVA% | <40% | ≥40% and <50% | ≥50 and <60% | ≥60 and <70% | ≥70 and <80% | ≥80 and ≤90% | >90% |
|------------|------|---------------|--------------|--------------|--------------|--------------|------|
| LVA Factor | 0 | 0.4 | 0.5 | 0.6 | 0.7 | 0.8 | 1.0 |

ii. For PEM/SOEC/AEM Electrolyser:

| LVA% | <30% | ≥30% and <40% | ≥40% and <50% | ≥50 and <60% | ≥60 and <70% | ≥70 and ≤80% | >80% |
|------------|------|---------------|---------------|--------------|--------------|--------------|------|
| LVA Factor | 0 | 0.4 | 0.5 | 0.6 | 0.7 | 0.8 | 1.0 |

The incentive amount increases with increased Local Value Addition, in order to encourage manufacturers to source their material from the domestic market.

- Performance Quotient:** The scheme aims to incentivize manufacturing of better performance and high-quality electrolyzers in India. Since Specific Energy Consumption (SEC) of electrolyser will directly impact the cost of Green Hydrogen, the following performance multiplier will be considered while calculating the incentives:

| Category | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|----------|---|---|---|---|---|---|---|---|---|----|----|----|
|----------|---|---|---|---|---|---|---|---|---|----|----|----|

| Number | | | | | | | | | | | | |
|--|------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------------|------|
| Specific Energy Consumption (σ) (kWh/kg of H ₂) | <46 | ≥ 46 & <47 | ≥ 47 & <48 | ≥ 48 & <49 | ≥ 49 & <50 | ≥ 50 & <51 | ≥ 51 & <52 | ≥ 52 & <53 | ≥ 53 & <54 | ≥ 54 & <55 | ≥ 55 & ≤ 56 | > 56 |
| Performance Quotient | 1.20 | 1.16 | 1.12 | 1.08 | 1.04 | 1.00 | 0.96 | 0.92 | 0.88 | 0.84 | 0.80 | 0 |

33.3 The bidders will be ranked in the decreasing order of the selection parameter for allocation of the admissible bid capacity

33.4 In case of a tie in the selection parameter, the selection will be based on the average Performance quotient over the 5 year period.

33.5 In case two or more bids have the exact same selection parameter, such tied bids will be prioritized based on bid capacity and if bid capacities and also the same then such tied bidders will be given the same ranking and allotted manufacturing capacity accordingly.

34 Calculation of Incentive

34.1 The incentive for the quoted bid capacity will be calculated year-wise as a product of following four components as submitted by the Bidder as part of Format 7.10:

- Quoted base support rate** (in Rs./kW) is base incentive as identified as per Clause 34.2.b of the RfS for the particular year;
- Domestic Value Addition (DVA)**, which is a function of percentage of LVA as quoted by the Bidder for the particular year as per clause 34.2.c of the RfS;
- Performance Multiplier**, which is a function of Performance Quotient as identified from the Performance Matrix as per clause 34.2.d of the RfS for the particular year;
- Yearly sales** (in Kilo Watt (kW)) corresponding to the manufacturing capacity eligible for claiming incentive. It is the net sales of Electrolysers for the year (in kW) as defined in clause 34.2.e of the RfS.

Note:

- While the Bidders are allowed to submit values of Specific Energy Consumption and LVA differently for each year, it is clarified that except for the first year, the value of each of the above parameters, submitted for any particular year shall be better than or equal to the corresponding value submitted for the previous year.
- Also, it is to be noted that the above values once submitted as part of the Bidder's response to RfS, shall remain unchanged thereafter.
- The above values to be submitted by the Bidder shall be acceptable upto two decimal places. Digits after two decimal places will be discarded (for eg. a Specific Energy

Consumption of 21.567% submitted by the Bidder will be read as 21.56%).

34.2 Formula for calculation of Incentive amount on yearly basis shall be as follows:

$(\text{Incentive})_i = (\text{Base Incentive})_i \times (\text{DVA})_i \times (\text{Performance Multiplier})_i \times (\text{Sales})_i$
where,

- a. 'i' is the year counted from date of scheduled or actual commissioning (whichever is earlier) ranging from 1 to 5;
- b. **Base Incentive:** The base incentive available in each year will be reduce as a defined tapering trajectory, which is as follows:

| Year of Sales | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------------------|--------|--------|--------|--------|--------|
| Base Incentive Available (₹/kW) | 4440 | 3700 | 2960 | 2220 | 1480 |

- c. **Domestic Value Addition (DVA)_i** is a function of the percentage of Local Value Addition (LVA), submitted for the ith year as per clause 33.2.b of the RfS. DVA is derived as per the following table:

| S. No. | Condition | Value of DVA |
|--------|---|--------------|
| 1 | LVA is equal to or above 98% of the quoted value of LVA by the bidder for that year | 1 |
| 2 | LVA is above or equal to 95% but less than 98% of the value quoted by the bidder, but more than the minimum LVA specified for that year | 0.8 |
| 3 | LVA is less than 95% of the quoted value of LVA by the bidder for that year but more than the minimum specified LVA for that year | 0 |
| 4 | LVA falls below minimum value as specified in clause 33.2 of the RfS | 0 |

- d. **Performance Multiplier:** The performance multiplier is a function of Performance Quotient as specified in clause 33.2.c of the RfS. The value of Performance Multiplier for a given year "i" is calculated as given in the table below:

| S.No. | Condition | Value of Performance Multiplier |
|-------|---|---------------------------------|
| 1 | SEC is within the same category of the table (as per clause 33.2.c of the RfS) as quoted by the bidder for that year | 1 |
| 2 | SEC degrades and falls in the subsequent category of table than the one as per SEC quoted by the bidder for that year, but is above 56 kWh/kg of Hydrogen | 0.8 |
| 3 | SEC degrades and falls beyond one subsequent category of table as per SEC quoted by the bidder for that year but is above 56 kWh/kg of Hydrogen | 0 |
| 4 | SEC degrades below 56 kWh/kg of Hydrogen for that year | 0 |

- e. **Sales (in kW)** is the quantum of Electrolyser sales eligible for incentives in a given

financial year i.e. the allocated capacity or the net sales of Electrolysers, whichever is lower. In this, the Electrolysers which meet the incentive criteria of performance parameters (Specific Energy Consumption) and LVA will only be considered. The Incentives disbursed to a manufacturer will be calculated as per the formula mentioned above in this Clause and will depend on sales or the maximum eligible capacity awarded under the SIGHT scheme, whichever is less; actual Performance and actual Local Value Addition achieved, provided that only those Electrolysers will be counted in sales whose performance and LVA satisfy the levels as per Clause 33.2 of the RfS. The EM will have to demonstrate minimum 50% of annual sales of Electrolysers for installation of projects in India. The annual sales will be the actual sales of Electrolysers by the bidder throughout the incentive year.

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

- Proposed manufacturing capacity of the Electrolyser (Bucket 1): 300 MW
- a. Assuming the net sales of 250 MW in 1st year and 300 MW in subsequent years for calculation of incentives. Then the calculation for incentive is as follows:

| Parameter | year 1 | year 2 | year 3 | year 4 | year 5 |
|------------------------------------|----------------|----------------|--------------|--------------|--------------|
| Quoted base support rate in Rs./kW | 4440 | 3700 | 2960 | 2220 | 1480 |
| Domestic Value Addition (DVA) | 1 | 1 | 1 | 1 | 1 |
| Performance Multiplier | 1 | 1 | 1 | 1 | 1 |
| Yearly sales (in kW) | 250000 | 300000 | 300000 | 300000 | 300000 |
| Incentive (in Rs) | 1,11,00,00,000 | 1,11,00,00,000 | 88,80,00,000 | 66,60,00,000 | 44,40,00,000 |

- b. Suppose, for year 2 in the above illustration a, if the EM is able to show LVA above or equal to 95% but less than 98% of the value quoted by the bidder, but more than the minimum LVA specified for that year then the value of DVA will be 0.8. Then the calculation for incentive is as follows:

| Parameter | year 1 | year 2 | year 3 | year 4 | year 5 |
|------------------------------------|--------|--------|--------|--------|--------|
| Quoted base support rate in Rs./kW | 4440 | 3700 | 2960 | 2220 | 1480 |
| Domestic Value Addition (DVA) | 1 | 0.8 | 1 | 1 | 1 |

| | | | | | |
|------------------------|----------------|--------------|--------------|--------------|--------------|
| Performance Multiplier | 1 | 1 | 1 | 1 | 1 |
| Yearly sales (in kW) | 250000 | 300000 | 300000 | 300000 | 300000 |
| Incentive (in Rs) | 1,11,00,00,000 | 88,80,00,000 | 88,80,00,000 | 66,60,00,000 | 44,40,00,000 |

- c. Suppose, for year 3 in the above illustration b, if the SEC degrades and falls in the subsequent category of table (as per clause 33.2.c of the RfS) than the one as per SEC quoted by the bidder for that year, but is above 56 kWh/kg of Hydrogen, then the value of Performance Multiplier will be 0.8. Then the calculation for incentive will be as follows:

| Parameter | year 1 | year 2 | year 3 | year 4 | year 5 |
|------------------------------------|----------------|--------------|--------------|--------------|--------------|
| Quoted base support rate in Rs./kW | 4440 | 3700 | 2960 | 2220 | 1480 |
| Domestic Value Addition (DVA) | 1 | 0.8 | 1 | 1 | 1 |
| Performance Multiplier | 1 | 1 | 0.8 | 1 | 1 |
| Yearly sales (in kW) | 250000 | 300000 | 300000 | 300000 | 300000 |
| Incentive (in Rs) | 1,11,00,00,000 | 88,80,00,000 | 71,04,00,000 | 66,60,00,000 | 44,40,00,000 |

35 Issuance of NoAs and LoAs

At the end of selection process, Notifications of Award (NoAs) will be issued to the Successful Bidders, for their respective Manufacturing Capacities and Incentive being awarded by SECI. Letters of Award (LoAs) will be issued to the successful Bidders, subsequent to submission of PBG and Success Fee. 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.

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.

SECTION 6. DEFINITIONS OF TERMS

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

- 36.1 **“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.
- 36.2 **“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, if applicable, as part of its response to the RfS issued by SECI.
- 36.3 **“BIDDER”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.
- 36.4 **“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.
- 36.5 **“BID CAPACITY”** shall mean manufacturing capacity, for which the bidder has applied for Incentive, of the Manufacturing facility as proposed by the Bidder.
- 36.6 **“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.
- 36.7 **“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.
- 36.8 **“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.
- 36.9 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
- 36.10 **“DAY”** shall mean calendar day.

36.11 **“EFFECTIVE DATE”** shall mean the date issuance of Letter of Award (LoA).

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

36.13 **“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 a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds 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.

36.14 **“GUIDELINES”** shall mean “Scheme Guidelines for Implementation of “Strategic Interventions for Green Hydrogen Transition (SIGHT)” Programme-Component I: “Incentive Scheme for Electrolyser Manufacturing” under the National Green Hydrogen Mission issued by Ministry of New & Renewable Energy (MNRE) vide F.No. 353/39/2023-NT dated 28.06.2023, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.

36.15 **“INDIGENOUSLY DEVELOPED STACK TECHNOLOGY”** shall mean a stack technology whose patent/IPR has been registered with the Government of India and the patent holding agency is an entity registered in India.

36.16 **“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

36.17 **“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).

- 36.18 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium/JV.
- 36.19 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project.
- 36.20 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 36.21 **“MANUFACTURING CAPACITY”** shall mean the Electrolyser Manufacturing capacity of the infrastructure proposed by the Bidder, measured in MW, and shall refer to the capacity committed by the Bidder in Format 7.1 of the RfS or the capacity finally awarded by SECI, whichever is lower.
- 36.22 **“MANUFACTURING FACILITY”** or **“PROJECT”** is the Electrolyser manufacturing infrastructure to be set up by the EM, as per the criteria laid down in Clause 8.1 of the RfS, and in line with provisions of the LoA
- 36.23 **“MEMBER IN A BIDDING CONSORTIUM”** 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.
- 36.24 **“MONTH”** shall mean calendar month.
- 36.25 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
- 36.26 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 36.27 **“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.
- 36.28 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned when the manufacturing commitments viz., promised ‘Local Value Addition’, promised ‘Manufacturing Capacity’ and the promised ‘Specific Energy Consumption of Electrolyser’ have been achieved, in line with the commissioning procedures defined in the RfS/LoA.
- 36.29 **“ELECTROLYSER MANUFACTURER (EM)”** shall mean the Bidding Company or a Bidding Consortium/JV participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project.
- 36.30 **“PROMOTER”** shall mean Promoter as defined in the Companies Act, 2013.
- 36.31 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by SECI

along with subsequent clarifications and amendments thereof, vide RfS No. SECI/C&P/MI/00/0015/2023-24 dated 07.07.2023.

- 36.32 **“SECI”** shall mean Solar Energy Corporation of India Limited.
- 36.33 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 9 of the RfS.
- 36.34 **“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.
- 36.35 **“TOE”** shall mean Tender Opening Event.
- 36.36 **“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.
- 36.37 **“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)**

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, 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 'Setting up Manufacturing Capacities for Electrolyser' under SIGHT Programme-Component I: "Incentive Scheme for Electrolyser Manufacturing (Tranche-I), other than this response to RfS..

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

| Sl.no. | Bucket Selected* | Manufacturing Capacity (MW) |
|--------|------------------|-----------------------------|
| | | |

*As defined in clause 3.2 of the RfS

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

- a. Construction Plan
 - b. Clearances/ approvals required from various Government departments/ Local Bodies
 - c. Timelines/ PERT chart of major construction activities
 - d. Timelines for obtaining various clearances/ approvals.
-
1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], issued by SECI. In token of our acceptance to the RfS document along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. Further, we confirm that the Project shall be commissioned 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/Payment on Order Instrument (POI) no. [Insert bank guarantee/Payment on Order Instrument number] dated [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee/POI] and valid up to.....in terms of Clause 14 of this RfS. The total capacity of Electrolyser Manufacturing Plant offered to be set up by us is MW [Insert cumulative capacity proposed]. (Strike off whichever is not applicable)
 3. We hereby declare that in the event our Project capacity get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success fees for the selected Project capacity, within due time as mentioned in Clauses 15 & 16 of this RfS on issuance of NoA by SECI for the selected project within the timeline as stipulated in the RfS for the selected Projects, 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 Component I scheme.
 5. We understand that Manufacturing Facilities which have imported capital goods for setting up the Electrolyser manufacturing facility before the last date of bid submission will not be eligible for participation under this incentive scheme. We confirm that no such import has been made for the proposed Manufacturing Facility by us. Further, we understand that if same is found to be true for our units under the scheme, SECI will be

entitled to cancel the allocation to our Manufacturing Facility and we agree to pay any Fees towards penalties/recoveries as imposed by SECI including the encashment of PBG, if submitted.

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 manufacturers in respect of performance of Electrolysers.
7. We undertake to submit necessary documents to SECI in support of the Incentive claimed for a particular year based on (i) sales of Electrolyser, (ii) percentage of local value addition (LVA) and (iii) Specific Energy Consumption (as per the position in Performance Matrix).
8. We undertake that the decision of SECI/MNRE would be final and binding upon us with respect to release of Incentive.
9. 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.
10. 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 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.
11. 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, in the event of our selection as Successful Bidder.
12. 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 within 90 days of issuance of LoA, committing total equity infusion in the SPV as per the provisions of RfS.
13. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

14. 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.
15. 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.
16. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance [i.e., a period up to the date as on 12 months from the last date of submission of response to RfS].

17. Contact Person

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

Name :
Designation :
Company :
Address :
Phone Nos. :
Mobile Nos. :
Fax Nos. :
E-mail address:

18. 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 our event of default and consequent provisions of RfS/LoA shall apply.

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

Thanking you,
We remain,
Yours faithfully,

Enclosure: Annexure-I

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 Consortiums/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 of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to 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 commissioning of the awarded manufacturing capacity.

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 of under 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: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

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
_____ [*Insert title of the RfS*] of the cumulative capacity of MW [*Insert*
cumulative Manufacturing Project capacity proposed], 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. 13 of the 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 13 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 13 of this RfS*]. SECI shall
be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with*
Clause 13 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 15 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 TOWARDS 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 Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (*insert name of the Bidder*), this Payment on Order Instrument (POI) 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 capacity of MW [*Insert cumulative Project capacity proposed*, 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 as per clause 13 of the 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. _____ lakhs (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 within a period of _____ days of 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/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
 - (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/EM;
 - (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. __PP_____

_____ 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 Electrolyser Manufacturer' or 'EM') submitting the response to RfS inter alia for [*Insert title of the RfS*] of the capacity of MW, at [*Insert name of the place*], 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 Manufacturer and issuing Letter of Award No. _____ to _____ (*Insert Name of selected EM*) as per terms of RfS and the same having been accepted by the selected EM.

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 EM*]

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..... Client shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that Client 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 Client, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to Client.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at _____ 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 Client shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected EM/ Project Company, to make any claim against or any demand on the selected EM/ Project Company or to give any notice to the selected EM/ Project Company or to enforce any security held by Client or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

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 provisions of RfS/LoA.

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 Client 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 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 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)*

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, 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 Agreement] in the Project. *(To be provided by each Member of the Bidding Consortium 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] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. *(To be provided by each Member of the Bidding Consortium 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 Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. *[To be passed by the Lead Member of the Bidding Consortium]*

3. NOT USED

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 AGREEMENT

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

THIS Consortium 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 should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power 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 Client Organization desires to purchase Power 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, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium 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 do hereby mutually agree as follows:

1. We, the Members of the Consortium 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 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 till commissioning of the project, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (one) year after COD.

6. 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.
7. 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.
8. 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.
9. 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.

10. 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 Client Organization in terms of the RfS.
11. 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.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the RfS except with prior written consent of SECI.
14. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and LoA.

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 -----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

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)*

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 certify that the Bidding Company/Member in a Bidding Consortium 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 2021-22.

This Net Worth has been calculated in accordance with instructions provided in Clause 32.1 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 (in 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

(To be filled by each Member in a Bidding Consortium 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 and/ or its Affiliate(s) per following details:

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

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 by the Bidder/each member of Bidding Consortium/JV)

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

We undertake that 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 Manufacturing Facility under the scheme, SECI will be entitled to cancel the allocation to our Manufacturing 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)

Witnesses:

1) Signature _____

Name:

Address:

2) Signature _____

Name:

Address:

FORMAT FOR DISCLOSURE

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

DISCLOSURE

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 declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ dated _____ 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 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/LoA including but not limited to cancellation of our response to this RfS and LoA 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.

We further declare that we have read the provisions of Clause 30.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl.11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance

under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

.

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 No 6/18/2019-PPD dated 23.07.2020

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

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/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 the RfS No dated

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, 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,

Name, Designation, Seal and Signature of Authorized Signatory.

Enclosure: OM dated 23.07.2020, as referred above

(This format is for reference purpose only. 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)

INTEGRITY PACT

Between

Solar Energy Corporation of India

having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

hereinafter referred to as

"SECI",

and

[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]

having its Registered Office at _____

(Insert full Address/Lead member address in case of Joint Venture/Consortium)

and

[Insert the name of all members of the Joint Venture/Consortium, as applicable]

having its Registered Office at _____

(Insert full Address/ Lead member address in case of Joint Venture/Consortium)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

SECI intends to award, under laid-down organisational procedures, contract(s) for _____ *[Insert the name of the tender/package]* _____

Package and NIT Number _____ SECI values full compliance with all *[Insert Specification Number of the package]* relevant laws and regulations, and the

principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, SECI and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of SECI

- (1) SECI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of SECI, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) SECI will, during the tender process treat all Bidder(s) with equity and fairness. SECI will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) SECI will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Managing Director obtains information on the conduct of any employee of SECI which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to SECI, or to any of SECI's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market,

specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.

- c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by SECI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act
 - e) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of SECI.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, SECI may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, SECI may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.

- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, SECI may revoke the exclusion prematurely. However, decision of SECI in this regard shall be final and binding on the bidder/Contractor.

Section IV - Liability for violation of Integrity Pact

- (1) If SECI has disqualified the Bidder from the tender process prior to the award under Section III, SECI may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- (2) If SECI has terminated the contract under Section III, SECI may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

- (1) SECI will enter into agreements with identical conditions as this one with all Bidders.
- (2) SECI will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If SECI obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if SECI has substantive suspicion in this regard, SECI will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of SECI, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

(*) Section VIII - Independent External Monitor/Monitors

- (1) SECI has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, SECI, at the earliest. He may also submit a report

directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, SECI, giving joint findings.

- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, SECI.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of SECI related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) SECI will provide to the IEM information as sought by him which could have an impact on the contractual relations between SECI and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, SECI and request the Managing Director, SECI to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to SECI and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to SECI.
- (7) The IEM will submit a written report to the Managing Director, SECI within 8 to 10 weeks from the date of reference or intimation to him by SECI and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Managing Director, SECI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, SECI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word ‘IEM’ would include both singular and plural.
- (*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause ITB ... in Section – III: Bid Data Sheets of Conditions of Contract, Section-3 of the RfS.*
- (10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of SECI.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the *CVO/IEM*[#] in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.
- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____

(For & On behalf of SECI)

(Office Seal)

Name: _____

Designation: _____

(Signature) _____

**(For & On behalf of Bidder/ Partner(s) of
Joint Venture/Consortium/ Contractor)**

(Office Seal)

Name: _____

Designation: _____

Witness 1 : _____

(Name & Address) _____

Witness 1 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

FORMAT FOR SUBMISSION OF PERFORMANCE PARAMETER MATRIX

(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)*

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)* submit the Performance Parameter Matrix for Setting up Electrolyser Manufacturing under SIGHT Scheme (Tranche-I) for a cumulative capacity of ____ MW in as Bidder for the subject above, as follows:

| Parameter | | Bucket no.1: Electrolyser manufacturing capacity based on any stack technology | Bucket no.2: Electrolyser manufacturing capacity based on indigenously developed stack technology |
|---|--------|---|--|
| Capacity quoted (MW) | | | |
| Year-wise percentage of Local Value Addition (LVA) | Year 1 | | |
| | Year 2 | | |
| | Year 3 | | |
| | Year 4 | | |
| | Year 5 | | |
| Year-wise performance parameters of manufactured Electrolysers (Specific Energy Consumption (SEC)). | Year 1 | | |
| | Year 2 | | |
| | Year 3 | | |
| | Year 4 | | |
| | Year 5 | | |

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

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. There can be only one incentive for each year under the respective pathway or bucket for the Production capacity quoted by the bidder by the Bidder. If the bidder quotes two combination thereof for the project, then the bid shall be considered as non-responsive.*
- 2. If the bidder submits the Performance Parameter Matrix in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

Annexure-I to Format 7.10

- **Estimated Employment Generation:**

| Parameter | Indirect | Direct |
|---|----------|--------|
| Construction Period (from issuance of LoA to SCD) | | |
| SCD + 5 years | | |

- **Exports during the tenure of the Scheme**

(Year-wise exports trajectory till 5 years from SCD. No standard format)

PRELIMINARY ESTIMATE OF COST OF PROJECT

(to be submitted separately for each bucket)

Manufacturing Capacity:MW

(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.

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

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

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. Respond to SECI Post-TOE queries

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

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the 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 | Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e., Monday to Friday except Government Holidays) |
| Email-ID | support@isn-ets.com [Please mark CC: support@electronictender.com] |

Some Bidding Related Information for this Tender (Sealed Bid)

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

| | | |
|---|--|----------------------|
| RfS for Selection of EM for Setting up Manufacturing Capacities for Electrolysers in India under SIGHT Scheme (Tranche-I) | RfS No. SECI/C&P/MI/00/0015/2023-24 | Page 80 of 83 |
|---|--|----------------------|

- Submission of Bid-Parts
 - Envelope I (Technical-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 28.1 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) [i.e. 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.)
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. If bidder fails to submit correct pass-phrase immediately as requested by SECI, the Bid Processing Fee and Document Fee, 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.