

Request for Proposal (RFP) for inviting proposals for pilot projects on utilisation of Hydrogen in the iron & steel sector for funding under the National Green Hydrogen Mission.

It may please be noted that MECON, the Scheme Implementing Agency, has uploaded the RFP for HYDROGEN INJECTION IN DRI PILOT PLANT, EXISTING BLAST FURNACE AND EXISTING DRI VERTICAL SHAFT for inviting proposals for funding under the Scheme - Implementation of Pilot projects for use of Hydrogen in the Steel Sector, under the National Green Hydrogen Mission.

The following methods may be followed for downloading of the RFP document:

1. Direct

Link: https://eprocure.gov.in/epublish/app?component=%24DirectLink_0&page=FrontEndAdvancedSearchResult&service=direct&session=T&sp=S9Y08uylafH8awpxObSld0g%3D%3D

2. CPP portal:

<https://eprocure.gov.in/epublish/app>

SEARCH BY TENDER: - " 2024_MECON_759815_1"

3. Mecon limited Portal:

<http://meconlimited.co.in>

Click on tender

Select menu " Active tender"

Then Select Tab "EPC"

Sign up for new users which is free

4. TENDERWIZARD:

<https://www.tenderwizard.in/ROOTAPP/Mobility/index.html?dc=encviBDVPeSPC8peat6+gH1aQ==&emailUnSubAlertMsgReq=false#/home>

Click On Live Tenders

SEARCH BY TENDER NO:- "11.51.91C0/RFP/Hydrogen / 01"

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Click on Action and then on Show form

Then click ok for free download

For Bidding (uploading of the documents as mentioned in RFP), bidders shall have to upload documents on tenderwizard only by registering themselves on the portal of tender wizard.

For any query on the RFP document the following persons may be contacted :

1. A. K. Bairagi, Sr. GM, PP&EE, MECON Limited, Mobile : [9431708440](tel:9431708440)

2. Amit Kumar, AGM, Contracts, MECON Limited, Mobile : [9631102502](tel:9631102502)

It is requested to submit proposals at the earliest. The last date for submission of proposals was 8th July 2024. **The last date has been extended till 12th July 2024 (5 PM).**

Copy of the RFP Document is also attached.

**USE OF HYDROGEN IN IRON & STEEL SECTOR IN INDIA
UNDER
NATIONAL GREEN HYDROGEN MISSION**



सत्यमेव जयते

**इस्पात मंत्रालय
MINISTRY OF
STEEL**



सत्यमेव जयते

**नवीन एवं
नवीकरणीय ऊर्जा मंत्रालय
MINISTRY OF
NEW AND
RENEWABLE ENERGY**

**REQUEST FOR PROPOSAL
FOR
HYDROGEN INJECTION
IN DRI PILOT PLANT, EXISTING BLAST FURNACE
AND EXISTING DRI VERTICAL SHAFT**



**MECON LIMITED
RANCHI – 834002**

June, 2024

REQUEST FOR PROPOSAL (RFP)

Sub: Request for proposal for “HYDROGEN INJECTION IN DRI PILOT PLANT, EXISTING BLAST FURNACE AND EXISTING DRI VERTICAL SHAFT.”

SALIENT FEATURES OF REQUEST FOR PROPOSAL

A.	RFP NO.	11.51.91C0/RFP/Hydrogen / 01 dated 11.06.2024
B.	WORK DESCRIPTION	HYDROGEN INJECTION IN DRI PILOT PLANT, EXISTING BLAST FURNACE AND EXISTING DRI VERTICAL SHAFT.
C.	RFP DUE DATE AND OPENING OF TECHNO-COMMERCIAL BID ON E-PORTAL OF TENDER WIZARD & MODE OF TENDERING	Submission: 08.07.2024 by 15.00 Hrs. “Indian Standard Time (IST)”. Opening: 08.07.2024 by 16.00 Hrs. IST. Bids are to be submitted online at www.tenderwizard.com/MECON only
D.	PRE – BID MEETING PLACE AND DATE & TIME	Through VC on 18.06.2024 at 15.00 Hrs. IST.
E.	VALIDITY OF RFP	120 days from the due date or extended due date (as applicable) of opening of Techno-commercial Part of Bid i.e., PART – I.
F.	AVAILABILITY OF RFP DOCUMENTS	The RFP documents can be downloaded from www.tenderwizard.com/MECON , Tenderer who wishes to view free Notification and RFP Documents can visit www.tenderwizard.com/MECON , MECON website http://www.meconlimited.co.in/ & Central Procurement Portal, www.eprocure.gov.in ; MECON may issue Addendum (s)/ Corrigendum (s) to the RFP document, if any, which shall be on website www.tenderwizard.com/MECON , MECON website http://www.meconlimited.co.in/ & Central Procurement Portal, www.eprocure.gov.in only.
G.	RFP PROCESSING FEE (NON-REFUNDABLE)	INR 1770/- including GST @18% (Indian Rupees One thousand seven hundred seventy only). (Payable to M/s ITI Ltd. Online) (Non-Refundable)
H.	HELP DESK FOR E-TENDERING	For any clarification, help and registration for e-Tendering & for obtaining Digital Signature contact www.tenderwizard.com/MECON and Telephone No. 011 – 4942 4365 (Help Desk; twregdelhi@etenderwizard.com)/ 077177 43815 (Mr. Rup Narayan; rupnarayan.s@etenderwizard.com)/ 095996 53865 (Shri Suraj Kumar; suraj@etenderwizard.com)/ 8800496478(Shri Sandeep Gautam; sandeep.g@etenderwizard.com)

I.	DOWNLOADING OF RFP DOCUMENTS	Start: on 11.06.2024 Close: 08.07.2024 at 14.00 Hrs. IST
J.	TYPE OF RFP	Open Tender Enquiry

Dear Sir,

M/s MECON Limited (hereinafter referred to as MECON) have pleasure in enclosing the following RFP documents for the above work and invite e- bids from prospective bidder with the best & binding offer for **“HYDROGEN INJECTION IN DRI PILOT PLANT, EXISTING BLAST FURNACE AND EXISTING DRI VERTICAL SHAFT”**

Sl. No.	Description	Attachments
i)	Submission of Bidder's data	Annexure I
ii)	Consortium Agreement	Annexure II
iii)	Declaration by Bidder	Annexure III
iv)	Integrity Pact	Annexure IV
v)	Specific Power Of Attorney	Annexure V
vi)	Proforma of Bank Guarantee for Security Deposit	Annexure VI
vii)	Questionnaires to be filled up by bidders during submission of their bid	Annexure VII
viii)	Letter for submission of technical bid	Annexure VIII
ix)	Letter for submission of Financial bid	Annexure IX
x)	General terms & condition of the Intellectual Property Rights	Annexure X
xi)	Price Schedule Format	Annexure XI
xii)	Checklist	Annexure XII

A copy of all the Annexure (I – XII) shall be submitted by the Bidder, along with their offer, duly signed on each page as a token of acceptance of all terms & conditions of the RFP enquiry by the Bidder.

NOTE

- a. Bidder may depute their authorized representative, on due date of submission of the RFP specified above during opening of techno-commercial offer.
- b. Any change in the due date shall be notified on e-tender portal (www.tenderwizard.com/MECON/)/ MECON's website/ Government e-procure website.
- c. Bidder shall ensure that offers are submitted taking cognizance of all corrigenda/ addenda.
- d. Price bid shall be opened for the bidders who are technically & financially eligible, techno-commercially acceptable.

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DISCLAIMER

- i. The information contained in this Request for Proposal (RFP) document or subsequently provided to the Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the Authority (Authority means Ministry of Steel / Ministry of New and Renewable Energy / Scheme Implementing Agency (SIA) as application as per situation) or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
- ii. This RFP is neither an agreement nor an offer by the authority to the prospective Bidders. It is an invitation by the Authority for submission of Bids by the prospective bidder. The purpose of this RFP is to provide interested parties with information that may be useful for them in formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each prospective Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own assessment and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of Applicable Laws. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of Applicable Laws. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the Applicable Laws expressed herein.
- iv. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Bidder under any Applicable Laws, or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

- v. Neither of the Authority , nor any of their respective affiliates, subsidiaries, advisors, directors, officers, employees, or agents make any representations and/or warranty in respect of the information contained in this RFP. Accordingly, neither the Authority, nor any of their respective directors, officers, agents, employees or advisers take any responsibility for, or will accept any liability whether direct or indirect, express or implied, contractual, statutory or otherwise (including but not limited to negligence etc.), in respect of, the accuracy, completeness and fairness of the information or for any opinion contained in this RFP or for any errors or omissions or for any loss/damage be it tangible or intangible, howsoever arising, from the use of this RFP. The opinions, if any, in this RFP have been expressed in good faith and are based on publicly available records/ information.
- vi. Each Bidder must conduct its own analysis of the information contained in this RFP and is advised to carry out its own assessment in relation to the Project, the legislative and regulatory regime which applies to the development of the Project and any and all matters pertinent to the development of the Project and to seek its own professional advice on the legal, financial, accounting, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project. The information contained herein may be subject to material updation, revision and further amendments; however, the Authority does not undertake to update this RFP to reflect events subsequent to the date of this RFP and, hence, the Bidders are encouraged to carry out their independent assessment. This RFP is not intended to form the basis for any investment decision.
- vii. The Authority also does not accept any liability of any nature whether resulting from any direct or indirect act of omission or commission or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- viii. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder/Executing Agency, as the case may be, for the Project Schemes and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- ix. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or

relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process. However, the cost of preparing the Detailed Project Report (DPR) may be covered under the scheme for approved Projects subject to the ceiling as specified in this RFP.

- x. Neither the Authority, nor any of their respective affiliates, subsidiaries, advisors, directors, officers, employees, or agents shall be liable for any delays, non-delivery, data corruption, viruses and other malicious codes, hacking, interception, unauthorized amendment or other tampering or other such risks or events arising to any Bidder due to faults in any software/hardware system or otherwise used in connection with this RFP or matters related thereto.
- xi. The issuance of this RFP, Selection Process, and subsequent signing of the Project Agreement with the Bidder /Executing Agency and execution and successful of the Project forms part of the National Green Hydrogen Mission and aims at to pave the way for participating in future global Low-Carbon Steel markets and eventually production of 100% Green Steel.
- xii. Each Bidder participating in the present bidding process shall make, and shall be deemed to have made, its own independent assessment of the Project and financial conditions and the terms and conditions of this RFP in relation thereto.
- xiii. The Authority reserves the right to change the procedures and terms and conditions relating to the RFP, Selection Process, and / or the Project Schemes during the bidding process.
- xiv. This RFP document and the information contained herein is the property of the Authority and must not be circulated or reproduced or redistributed to any other person in whole or in part without the express permission of the Authority.

ABBREVIATIONS

MoS	Ministry of Steel
MNRE	Ministry of New and Renewable Energy
SIA	Scheme Implementing Agency
PAC	Project Appraisal Committee
EA	Executing Agency
DPR	Detailed Project Report
TRL	Technology Readiness Level
TPH	tonne per hour
TPD	Tonne per day
MTPA	Million tonne per annum
CO2	Carbon Di-Oxide
NG	Natural Gas
DRI	Direct Reduced Iron
BF	Blast Furnace
RFP	Request for Proposal
kg/tHM	Kg per tonne of hot metal

1.0.0 INTRODUCTION

1.1.0 National Green Hydrogen Mission, launched on 4th January 2023 with an outlay of Rs. 19,744 Crore aims at to make India a Global Hub for production, usage and export of Green Hydrogen and its derivatives. It is expected that the Mission will greatly contribute to India's goal to become Aatmanirbhar (self-reliant) through clean energy and serve as an inspiration for the global Clean Energy Transition. The Mission is also expected to lead to significant decarbonisation of the economy, reduced dependence on fossil fuel imports, and enable India to assume technology and market leadership in Green Hydrogen. Under the Mission, along with other initiatives, the Ministry of New & Renewable Energy (MNRE) proposes to implement pilot projects for replacing fossil fuels and fossil fuel-based feedstock with GH₂ and its derivatives.

Steel production is one of the sectors having great potential for replacement of fossil fuels with Green Hydrogen. With the falling costs of renewable energy and electrolyzers, it is expected that Green-Hydrogen based steel can become cost-competitive over the next few years. Provision of carbon credits and imposition of market barriers on carbon intensive steel, in some countries, is likely to further enhance the viability of Green Hydrogen based steel making processes. To assess the potential for use of Green Hydrogen in the steel industry, the Mission supports setting up of pilot projects in the steel sector. These pilot projects will be implemented through the Ministry of Steel (MoS) and the Scheme Implementing Agency (SIA).

MECON has been nominated as SIA by Ministry of Steel.

1.2.0 It may be noted that a budgetary outlay of Rs. 455 crore till FY 2029-30 has been allocated for the steel sector under the National Green Hydrogen Mission. The funds shall be disbursed for the following thrust areas under the scheme for providing support for development/ selection/ validation of commercially viable technologies, for the utilization of hydrogen in steel sector:

- a) Pilot project to produce DRI using 100 % Hydrogen using vertical shaft (Scheme-A).
- b) Use of Hydrogen in Blast Furnace to reduce coal/coke consumption (Scheme-B).
- c) Injection of Hydrogen in vertical shaft based DRI making unit to partially substitute the NG/ other reducing gas & raise its proportion in a gradual manner with an objective to use the maximum hydrogen (Scheme-C).

Bids are invited for the above schemes from the prospective Domestic Bidders, in line with the stipulations of this RFP.

It is therefore requested that proposal covering the above be uploaded in E-Portal.

2.0.0 OBJECTIVES OF THE SCHEMES

The objectives of the schemes are given below:

- a) To advance technologies and expertise for the utilization of Hydrogen in the steelmaking process, addressing any existing gaps.
- b) To support the deployment of Hydrogen and its derivatives in the iron and steel sector, on a pilot basis.
- c) To validate the technical feasibility and performance of Hydrogen and its derivatives in the Iron & Steel manufacturing in real-world operational conditions.
- d) To evaluate the economic viability of the use of Green Hydrogen and its derivatives in the iron & steel sector.
- e) To evaluate the performance of Hydrogen and its derivatives based low carbon iron & steel and identify the areas for improvement.
- f) To demonstrate safe and secure operations of Hydrogen and its derivatives based production of low-carbon iron & steel.

The Authority may allow use of Hydrogen irrespective of its source, upto the trial run. However, Green Hydrogen shall be used at final implementation stage of the respective schemes.

3.0.0 SALIENT FEATURES OF THE SCHEMES

The salient features of the schemes are given below:

- a) Projects with an intention to develop Pilot Scale/ Demonstration Plants for replication of technology will be supported.
- b) The Scheme aims at to leverage existing resources and infrastructure available for transport, storage and use of Hydrogen and its derivatives in the iron & steel sector. Quantum of Hydrogen proposed to be used in the scheme including its transportation, storage etc. shall have to be arranged by Bidder. Alternatively, Bidder may indicate the consumption of hydrogen on per annum basis for their selected scheme(s) based on which MNRE may initiate selection of green hydrogen producers / suppliers through competitive bidding process.

- c) The Scheme would primarily fund capital equipment required for use of Hydrogen in the iron & steel manufacturing process. Expenses on account of production of Hydrogen, land, etc. will not be funded.
- d) Financial support for projects will be evaluated and granted approval taking into consideration the specific needs, merits, and feasibility of each project.
- e) For Scheme-A, regarding setting of new pilot plant for utilization of 100% hydrogen, funding will be up to 70% of the total project cost (excluding cost of production of Hydrogen, land, etc.). For scheme-B and scheme-C, regarding injection of hydrogen in existing plant, funding will be up to 50% of the capital cost (excluding cost of production of Hydrogen, land, etc.). In all the three schemes the cost of preparation of DPR will also be considered.

4.0.0 SCOPE OF THE BIDDER

- a) **Pilot project to produce DRI using 100 % Hydrogen using vertical shaft (Scheme-A).**

Bidder's scope of works shall include preparation & submission of DPR and design, engineering, manufacture, supply, transportation, un-loading, storage, civil & structural works, erection, testing & commissioning of the new Pilot project to produce DRI using 100% Hydrogen using vertical shaft, in India.

- b) **Use of hydrogen in existing Blast Furnace to reduce coal/coke consumption (Scheme-B).**

Bidder's scope of works shall include preparation & submission of DPR and design, engineering, procurement & installation of a system for injecting hydrogen gas through tuyeres into the Blast Furnace dovetailing with the existing system, in India.

- c) **Injection of Hydrogen in existing vertical shaft based DRI making unit to partially substitute the NG/ other reducing gas & raise its proportion in a gradual manner with an objective to use the maximum hydrogen (Scheme-C).**

Bidder's scope of works shall include preparation & submission of DPR and design, engineering, procurement & installation of an injection system of hydrogen gas in Vertical shaft DRI making unit dovetailing with the existing system, in India.

Notes:

1. For all the three schemes, as the case may be, the arrangement of hydrogen gas as required by the Bidder shall be made by the Bidder themselves. However, as an alternative option Bidder may indicate the consumption of hydrogen on per annum basis for their selected scheme(s) based on which MNRE may initiate selection of green hydrogen producers / suppliers through competitive bidding process.
2. For Scheme A, Bidder shall form a consortium under a consortium leader. Sample Consortium agreement is enclosed with this RFP.
3. For Scheme B & Scheme-C, Bidder shall quote for any one or both the schemes. Bidders quoting for Scheme B and / or Scheme-C are free to participate in Scheme A as a consortium member.

5.0.0 TECHNICAL ELIGIBILITY CRITERIA

5.1.0 Scheme-A: Pilot project to produce DRI using 100 % Hydrogen using vertical shaft.

- 5.1.1 The Bidder shall be a consortium of CPSUs, state-PSUs, Private sectors, state corporation, Indian R&D institutions / Research lab/ Academic institutions, indigenous equipment design and manufacturing companies, JVs/ partnership /consortium of such entities under a consortium leader.
- 5.1.2 The consortium partners from the industry both bigger & smaller players as a group shall contribute equally or as mutually decided by the consortium partners and the balance / viability gap funding shall be contributed by the Government of India / MNRE subject to approval of final cost as per the DPR and the ceiling as specified in this RFP. While submitting the bid, the Bidder shall submit MoU indicating scope matrix and share of funding of the consortium members. Industry shall also contribute by providing the technical manpower required in the pilot project.
- 5.1.3 Project proposal must include a **Concept Report** on the Pilot Project along with break-up of the total project cost (excluding cost of production of Hydrogen, land, etc.).

5.2.0 Scheme-B : Use of hydrogen in existing Blast Furnace to reduce coal/coke consumption.

5.2.1 Bidder shall be either a CPSU or state-PSU or Private sector or State Corporation having Blast Furnace in operating condition, in India.

5.2.2 The Bidder must assess the status of their existing Blast Furnace for hydrogen injection including all associated infrastructure requirement and submit a Concept Report on the experimental project indicating hydrogen consumption and break up of the capital cost (excluding cost of production of Hydrogen, land, etc.).

5.3.0 Scheme-C: Injection of Hydrogen in existing vertical shaft based DRI making unit to partially substitute the NG/ other reducing gas & raise its proportion in a gradual manner with an objective to use the maximum hydrogen.

5.3.1 Bidder shall be either a CPSU or state-PSU or Private sector or State Corporation having Vertical Shaft based DRI making unit in operating condition, in India.

5.3.2 The Bidder must assess the status of their existing DRI making unit for hydrogen injection including all associated infrastructure requirement and submit a Concept Report on the experimental project indicating hydrogen consumption and break up of the capital cost (excluding cost of production of Hydrogen, land, etc.).

6.0.0 FINANCIAL ELIGIBILITY CRITERIA

6.1.0 Net worth of the bidder should be positive as per audited annual accounts for the financial year ending 31st March' 2023. For consortium bidding, net worth of each member of the consortium should be positive as per audited annual accounts for the financial year ending 31st March' 2023. Financial year means, the accounting year accepted by the prevailing law of respective country.

6.2.0 Average Annual Turnover of the bidder during last three consecutive financial year ending 31st March' 2023 shall be minimum 40% of the Project Cost (excluding cost of production of hydrogen, land, etc.). In case of consortium bidding, Minimum Turnover requirement for each consortium member shall be = 40% of the Project Cost x % of scope of work in value terms of total contract value declared in Consortium agreement (MoA).

6.3.0 In order to substantiate the above turnover requirement, bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive

financial years ending 31st March' 2023 (Balance Sheet and Profit & Loss Account). The signed Balance Sheet and Profit & Loss Account furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and UDIN, if required, as per guideline of ICAI.

6.4.0 In case Bidder is not a Company and is not able to submit the above, for genuine reasons to be specified in writing, Chartered Accountant's Certificate may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and UDIN.

6.5.0 Academic Institution or Research Lab participating in the bid along with other consortium members need not to submit the documents for meeting the financial eligibility criteria. However, other consortium members shall have to submit financial documents mentioned under clause no. 6.3.0 to meet the financial eligibility criteria.

7.0.0 INSTRUCTIONS TO THE BIDDERS

7.1.0 No Bidder shall submit more than one Bid for a particular scheme. No alternative Bids are permitted. If any Bidder submits more than one Bid for a particular scheme, all his Bids shall be liable for rejection. Unsolicited Bids shall not be entertained.

7.2.0 Unless otherwise requires, the terms not defined in this RFP, shall be subject to interpretation by the Authority which shall be binding on the Bidder.

7.3.0 The RFP of the Project is being provided only as a preliminary reference / guidance document by way of assistance to the Bidders to understand the objectives of the schemes mentioned herein before submitting their Bids.

7.4.0 Nothing contained in the RFP shall be binding on the Authority nor confer any right on the Bidders and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.

7.5.0 The Authority may make the necessary amendments in the Scheme guidelines during the bidding process, as and when required.

7.6.0 It is hereby clarified that the Authority shall, in no manner whatsoever, be responsible for procuring or making available the land (including the Right of way)

required for implementation of the Project and the same shall be sole and exclusive responsibility of the Selected Bidder/Developer.

- 7.7.0 The Bidder shall make a complete and careful examination of this RFP and unconditionally and irrevocably accepted all the terms & conditions specified thereof.
- 7.8.0 The Bidder shall review all information provided by the Authority, as may be relevant to the Bid.
- 7.9.0 The Bidder shall satisfy itself about all matters regarding the Selection Process required for submitting an informed Bid, in accordance with this RFP and performance of all of its obligations.
- 7.10.0 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to cancel the Selection Process and reject all Bids, at any time without any liability or obligation for such acceptance, rejection or withdrawal, and without assigning any reasons for the same. In the event that the Authority rejects or cancels all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 7.11.0 The Authority reserves the right to reject any Bid, if the Bidder does not provide within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of Bid or the Bid is not in accordance with the provision of this RFP.
- 7.12.0 In case it is discovered during the course of the bid or at any time before signing of the Project Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made misrepresentation of facts or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Executing agency (EA) by entering into the Project Agreement and if the Bidder/consortium has already been entered into the Project Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder.
- 7.13.0 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make

- available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 7.14.0 All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The authority will not return any Bid or any information provided along thereof.
- 7.15.0 The executing agency (EA) shall be solely responsible for obtaining all necessary safety, environmental and regulatory approvals/clearances as required for the project/ scheme.
- 7.16.0 The EA shall get necessary testing and certification compliance from concerned agencies/authorities.
- 7.17.0 The grants released shall be exclusively earmarked and used solely for the project and shall not be diverted for any other purpose.
- 7.18.0 If the EA fails to utilize the grant for the purpose for which it has been sanctioned or fails to complete the project as per the Detailed Project Report (DPR), it shall refund the entire amount of the grant, with interest as per latest GFR (General Financial Rules) to the Authority.
- 7.19.0 Bidder shall abide by the general terms & conditions of the IPR given in this RFP document.
- 7.20.0 Bidder shall share knowhow of the project to other domestic stakeholders as decided by the Authority.
- 7.21.0 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in **English language**.
- 7.22.0 This RFP is not transferable.
- 7.23.0 Bids received through emails shall not be considered / accepted.
- 7.24.0 Bids shall be kept valid for period of 120 days from the final Due date of submission of bid or such further period as may be mutually agreed.

7.25.0 Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of RFP and submit all requisite documents as mentioned in this RFP, failing which their Bid will be liable for rejection.

7.26.0 From the time of bid opening to the time of award, no bidder shall contact the Authority on any matter related to the bid, except on request and prior written permission. Any effort by the bidder to influence the Authority in bid evaluation, bid comparison or award decisions will vitiate the process and will result in the rejection of the bidder's bid.

8.0.0 DOCUMENTS TO BE SUBMITTED BY BIDDERS AT VARIOUS STAGES

8.1.0 PRE-BID STAGE

1. During this stage, Bidder is free to participate in the pre-bid conference, seek clarifications and make suggestions for review /consideration by the Authority as per the due date & time as mentioned in the RFP.
2. Bidder may require to send clarifications required, in their official letter head, as per the communication protocol 3 days prior to pre-bid conference.
3. Prior intimation is required from the Bidders for attending the pre-bid conference informing the details and number of officials will be deputed by them.
4. The authorised representatives of each Bidder shall be required to submit the authorisation letter from the Bidder.
5. The Authority will provide clarifications and such further information, as it feels necessary, in its sole discretion, for facilitating a fair, transparent and competitive selection process.

8.2.0 BID SUBMISSION AND EVALUATION STAGE

1. It is the responsibility of the Bidder to download the complete RFP document as available in the E-portal within the due date and time. The Authority is in no way responsible for the completeness of the RFP if it is not downloaded from the authorised portal or after the due date and time. Bid should be submitted at the e-Portal in Two Bid system as below:
 - i. Un-priced techno-commercial bid.

- ii. Price bid.
2. Bidders are not allowed to tamper or modify the Bid Document including various Forms / Formats / Templates, in any manner. In case, the same is found to be tampered / modified in any manner, the Bid will be summarily be rejected.
 3. Bidders are required to follow the E-portal from time to time for any updated information or addendum, which may be published / uploaded by the Authority, in its sole discretion, as it feels necessary.
 4. Bidders are required to submit the Technical Bid and Financial Bid on the E-portal, in the formats provided in Annexure-VIII and Annexure-IX.
 5. Proposal of the Bidder must contain all necessary information and supporting documents, duly signed and authenticated by authorised representative of the Bidder / Consortium Leader, for fulfilling the eligibility criteria.
 6. While uploading the Bid on E-portal, Bidder must ensure that files containing the Bid are uploaded properly and in orderly manner.
 7. Bidders are required to fill all mandatory forms and fields indicated in the E-portal at the time of uploading the Bid.
 8. All Bidders are required to procure / arrange digital signature certificate for registering on the E-portal.
 9. A Bid will be considered to be complete when it comprises of the following documents as a minimum :
 - a. Bidder's data as per format at Annexure-I.
 - b. Memorandum of Agreement (Consortium Agreement) as per format at Annexure-II.
 - c. Declaration by Bidder as per format at Annexure-III.
 - d. Integrity Pact as per format at Annexure-IV, which shall be part of the Project Agreement.
 - e. Specific Power of Attorney for signing the Bid as per format at Annexure-V.
 - f. Questionnaires to be filled in by the Bidder as per format at Annexure-VII.
 - g. Technical Bid in the prescribed format (Annexure-VIII) along with Annexures and supporting documents. Signed and stamped IPR (Annexure-X).
 - h. Board Resolution of the Bidder.

- i. Audited balance sheet and profit & loss account of the Bidder / all the Consortium members for the last financial year ending on 31st March'2023.
 - j. Copy of Concept Report on the scheme(s) along with all required information.
 - k. Documents in support of meeting the technical eligibility criteria.
10. Financial Bid in the prescribed format (Annexure-IX) along with all supporting documents.
 11. Bidders are required to respond to any query / clarification as requested by the Authority during the evaluation process.
 12. If a Bidder does not provide the clarifications sought within the prescribed timeline, during the evaluation stage, its Bid shall be evaluated based on the information available with the Authority and may be liable for rejection.
 13. Bidders, who are found to be technically & financially eligible, techno-commercially acceptable will only be considered for opening the price bid. Price-bid may be opened in the presence of such duly authorised representatives of bidder who may wish to attend the price bid opening on a specific date and time. The eligible bidders will be informed about the date and time of online Price-bid opening giving maximum three (3) days' notice for deputing their authorised representative. Only one authorised representative of each bidder shall attend the price bid opening. The authorized representative of vendors shall be required to sign on attendance sheet (during physical presence of the Bidder). However, opening of price bids, as per the schedule communicated through electronic means, shall be continued even in absence of bidder's authorized representative during the price bid opening.
 14. Bidder can quote for one or more or for all the Schemes. The Bidder quoting for Scheme B and / or C are free to participate in Scheme A as a consortium member.

8.3.0 DURING SELECTION STAGE

1. Subsequent to financial bid, Bidders shall be ranked in descending order based on their Bid Marks.
2. Bidders shall be allocated the Central Financial Assistance in order of their rankings (Selection of Bidders), i.e. Bidder with Rank-1 will be allocated first, followed by Rank-2, Rank-3 and subsequent ranks, depending on availability of fund and as per the decision of Project Appraisal Committee.

3. In the event of two or more Bidders get the same Bid score, ranking of Bidder shall be carried out based on the following criteria :
 - a) Bidder quoting highest plant capacity.
(In case of a tie in plant capacity (point no. a) then the criteria at point (b) as indicated below shall be the deciding factor.)
 - b) Bidder quoting the lowest Financial Assistance as a percentage of its total Capex.
4. The selected bidders will be designated as Executing Agencies.
5. After selection of the Bidders, the Authority will issue the In-Principle Approval to the selected bidders for initiating the Project.
6. Based on the In-Principle Approval, Detailed Project Report (DPR) shall be prepared by the Project Executing Agency and submit the same for approval by the Authority.
7. The Authority, after scrutiny of the DPR, shall issue Letter of Approval to the Executing Agencies for their acceptance.
8. On receipt of acceptance of the Letter of Approval, a Project Agreement will be executed with the Selected Bidder (Executing Agency), on non-judicial stamp paper.
9. While executing the Project Agreement, the Executing Agencies for Scheme-B and Scheme-C need to submit Bank Guarantee for Security Deposit as per format at Annexure-VI, for an amount as prescribed in the RFP. The Executing Agency for Scheme-A is exempted from submission of Bank Guarantee.

9.0.0 ARRANGEMENT OF HYDROGEN

Bidders have to arrange Hydrogen for use in the respective schemes (A, B & C). **Expenses on account of Hydrogen production, land etc. will not be funded by the Authority.**

However, as an alternative option Bidder may indicate the consumption of hydrogen on per annum basis for their selected scheme(s) based on which MNRE may initiate selection of green hydrogen producers / suppliers through competitive bidding process.

10.0.0 AMENDMENT OF REQUEST FOR PROPOSAL

- 10.1.0 The Authority may make necessary amendments in the schemes guidelines during the bidding process as and when required.
- 10.2.0 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 10.3.0 Any Addendum issued hereunder will be in writing and shall be uploaded in the E-portal. Prospective Bidders are requested to visit the E-portal from time to time for any updates pertaining to the schemes. The Authority shall not be held responsible for any omission on the part of the Bidder.
- 10.4.0 In order to allow the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

11.0.0 PRE-BID CONFERENCE

- 11.1.0 A Pre-Bid conference of the potential Bidders shall be convened at the designated date, time and place.
- 11.2.0 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration by the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.
- 11.3.0 The Authority in its sole discretion, as it feels necessary, shall publish the clarifications / additional information sought by the Bidders during pre-Bid conference and subsequent queries from the Bidders, if any, as addendum to the RFP.

12.0.0 PREPARATION AND SUBMISSION OF BIDS

- 12.1.0 The Bidder shall provide all the information sought under this RFP in English language only.

- 12.2.0 The Authority will evaluate only those bids that are received in the required formats and complete in all respects without any conditions or qualifications. The Authority reserves the right to reject the incomplete or conditional Bids.
- 12.3.0 Bids and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder shall put initials on each page, in blue ink. In case of printed and published documents, only the cover shall be initialled.
- 12.4.0 The Bidder shall submit the Bid duly authenticated by the authorised signatory of the Bidder by uploading the complete Technical & Financial Bids in digital format within the due date and time specified elsewhere in the RFP document.
- 12.5.0 The Bid document shall comprise of the following Annexure:
- a. Submission of Bidder's data as per format (Annexure-I).
 - b. Consortium Agreement as per format (Annexure-II).
 - c. Declaration by Bidder as per format (Annexure-III).
 - d. Integrity pack as per format (Annexure-IV).
 - e. Specific Power of Attorney as per format (Annexure-V).
 - f. Bank Guarantee as per format (Annexure-VI).
 - g. Questionnaires to be filled up by the bidder as per format (Annexure-VII).
 - h. Letter for submission of the Technical Bid as per format (Annexure-VIII).
 - i. Letter for submission of the Financial Bid as per format (Annexure-IX).
 - j. General terms and conditions of the Intellectual Property Rights (Annexure-X).

For Scheme-A, the Bidder need not to submit Integrity Pact, Specific Power of Attorney and Bank Guarantee. For Scheme-B and Scheme-C, the Authority, in its sole discretion may allow specific deviation or relaxation on the above requirements based on merit.

- 12.6.0 The Authority may at its sole discretion extend the Bid due date by issuing Addendum uniformly for all Bidders.
- 12.7.0 The Bids received by the Authority after the specified time on the Bid due date shall not be eligible for consideration and shall be summarily rejected.
- 12.8.0 The Technical Bid shall be submitted by the Bidder along with all information, formats & documents.
- 12.9.0 The Financial Bid shall also include the Financial Support to be quoted by the Bidder. However, approval and disbursement of Financial Support are the sole discretion of the Authority.
- 12.10.0 Opening of the Bids and acceptance thereof shall be in accordance with this RFP.
- 12.11.0 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the

Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

- 12.12.0 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority shall not be considered for evaluation.
- 12.13.0 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid or all Bids and to annul the Bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason thereof. In the event of rejection or annulment of all the Bids, the Authority in its discretion can invite all eligible Bidders to submit fresh Bids hereunder.
- 12.14.0 Information relating to the verification, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information submitted as part of the Bid in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any Statutory entity that has the power under the law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the Authority or as may be required by law or in connection with any legal process.
- 12.15.0 Unless and except as mentioned in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

13.0.0 OPENING AND EVALUATION OF BIDS

13.1.0 OPENING OF BIDS

- 13.1.1 The Authority shall open the Bids except the Financial Bids at the specified time on the Bid Due Date, at the place as mentioned in this RFP document and in presence of the duly authorised representatives of the Bidders who choose to attend. Bidder's representatives shall be required to furnish relevant authorisation document.
- 13.1.2 The Authority or its nominated representative will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP. Financial Bids of only those Bidders shall be opened whose technical Bids along with other documents submitted are found to be responsive at the time, date and venue to be intimated to the Bidders in presence of duly authorised representatives of the Bidders who choose to attend. Bidder's representatives shall be required to furnish relevant authorisation document.

13.1.3 Prior to opening of Financial Bids, the Authority shall determine whether each Bid is responsive to the requirement of this RFP. A Bid shall be considered responsive only if:

- a) It is received as per the formats specified.
- b) It is received by the Bid due date including any extension thereof.
- c) It is signed & stamped and marked as stipulated in this RFP.
- d) It is accompanied by the Power of Attorney as stipulated.
- e) It contains all information (complete in all respects) as requested in this RFP.
- f) It contains certificates from its Statutory auditors (as applicable)
- g) It contains the Integrity pact duly signed by the authorised signatory.
- h) It is accompanied by Joint Bidding Agreement (for Consortium) in the prescribed format.

13.1.4 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

13.1.5 To facilitate evaluation of Bids, the Authority may in its sole discretion, seek clarifications from any Bidder regarding its Bids. Such clarifications shall be provided within the time specified by the Authority for this purpose. Any request for clarifications and all clarifications in response thereto shall be in writing.

13.1.6 If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable for rejection. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

13.1.7 After the evaluation of Technical Bids, the Authority would announce a list of Technically Qualified Bidders who will be eligible for opening of their Financial Bids. The Authority will not entertain any query or clarification from Bidders who does not qualify.

13.1.8 Unless and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

13.2.0 EVALUATION OF BIDS

13.2.1 The Authority shall evaluate the Technical Bids with respect to the qualifying criteria defined in this RFP and subsequently other technical criterion as specified in this RFP. Bidders who are found to be acceptable in the Technical Bid stage shall become eligible for opening of the Financial Bid. The technical and financial Bids of the Bidders for **Scheme-A** shall be evaluated based on the Bid Marks to be calculated as under:

13.2.1.1 Evaluation of Technical Criteria (80% weightage)

a) Marks on proposed Pilot Plant capacity (30% weightage) :

$$\{(\text{Proposed Pilot plant capacity offered by the Bidder}) \div (\text{Highest plant capacity received among all Bidders})\} \times 30\%$$

Plant capacity shall mean the capacity of the DRI plant in TPD.

b) Marks on Hydrogen injection (50% weightage) :

$$\{(\text{Lowest amount of specific Hydrogen injection per tonne of DRI received among all Bidders}) \div (\text{Proposed amount of specific Hydrogen injection per tonne of DRI offered by the Bidder})\} \times 50\%$$

13.2.1.2 Evaluation of Financial Criteria (20% weightage)

c) Marks on Specific Project Cost (10% weightage) :

$$\{(\text{Lowest Specific project cost per tonne of Hydrogen consumption of the scheme received among all Bidders}) \div (\text{Proposed Specific proposed cost per tonne of Hydrogen consumption of the scheme offered by the Bidder})\} \times 10\%$$

d) Marks on Funding Amount Sought (10% weightage) :

$$\{(\text{Lowest (\%)} \text{ of Proposed Central Funding sought as a Percentage of Project Cost received among all bidders}) \div (\text{Proposed Central Funding sought by the Bidder as percentage of Project Cost})\} \times 10\%$$

Illustration of selection criteria for Scheme-A

Parameters	Nomenclature	Bidder-1	Bidder-2	Bidder-3
Technical Evaluation Criteria (80% weightage)				
Marks on Plant Capacity (30% weightage)				
Proposed Pilot Plant Capacity of the Bidder (TPD)	A	0.6	1.0	2.5
Highest Pilot Plant Capacity among all the Bidders (TPD)	B=Max(A)	2.5	2.5	2.5
Marks on Plant Capacity	C=(A/B)x30%	7.2	12	30
Marks on Hydrogen Injection (50% weightage)				
Proposed Specific Hydrogen Injection in kg per tonne of DRI	D	5.0	7.5	8.5
Lowest Specific Hydrogen Injection in kg per tonne of DRI among all the Bidders	E=Min(D)	5.0	5.0	5.0

Parameters	Nomenclature	Bidder-1	Bidder-2	Bidder-3
Marks on Hydrogen Injection	$F=(E/D)\times 50\%$	50	33.3	29.4
Weighted average marks on Technical Criteria (C+F)		57.2	45.3	59.4
Financial Evaluation Criteria (20% weightage)				
Marks on Specific Project Cost (10% weightage)				
Proposed Project Cost (excluding cost of hydrogen production, land etc.) (Rs. Cr.)	J	500	600	800
Expected Hydrogen consumption in tonne per Hour	K	0.5	0.75	0.85
Proposed Specific project cost per tonne of Hydrogen consumption per Hour, (Rs. Cr./tonne)	$L=J/K$	1000	800	940
Lowest Specific project cost among all the Bidders at the end of the Bidding Process (Rs. Cr./tonne)	$M=\text{Min}(L)$	800	800	800
Marks on Specific project cost	$N=(M/L)\times 10\%$	8	10	8.5
Marks on Funding Amount Sought (10% weightage)				
Proposed Project Cost (excluding cost of hydrogen production, land etc.) (Rs. Cr.)	O	500	600	800
Proposed Central Funding sought by the Bidder (Rs. Cr.)	P	100	125	150
Proposed Central Funding sought by the Bidder as percentage of Project Cost (%)	$Q=(P/O)\times 100\%$	20%	20.8%	18.75%
Lowest (%) of Proposed Central Funding sought as a Percentage of Project Cost	$R=\text{Min}(Q)$	18.75%	18.75%	18.75%
Marks on Funding Amount Sought	$S=(R/Q)\times 10\%$	9.3	9	10
Weighted average marks on Financial Criteria (N+S)		17.3	19	18.5
Total weighted average marks (out of 100) (Technical + Financial)		74.5	64.3	77.9
Ranking of Bidders		Rank-2	Rank-3	Rank-1

Note (*): The selected Bidder(s) shall be allocated Central Funding in order of their Ranking. The Authority may decide on funding of more than one project under each Scheme depending on availability of fund.

13.2.2 The Authority shall evaluate the Technical Bids with respect to the qualifying criteria defined in this RFP and subsequently other technical criterion as specified in this RFP. Bidders who are found to be acceptable in the Technical Bid stage shall become eligible for opening of the Financial Bid. The technical and financial Bids of the Bidders for **Scheme-B and Scheme-C** shall be evaluated based on the Bid Marks to be calculated as under:

13.2.2.1 Evaluation of Technical Criteria (75% weightage)

a) Marks on Plant capacity:

$\{(Proposed\ Experimental\ plant\ capacity\ offered\ by\ the\ Bidder) \div Highest\ Experimental\ plant\ capacity\ received\ among\ all\ Bidders\} \times 25\%$

Plant capacity shall mean the capacity of the DRI in TPD and Blast Furnace capacity in m³.

b) Marks on Hydrogen injection:

$\{(Proposed\ amount\ of\ specific\ Hydrogen\ injection\ in\ kg\ per\ tonne\ of\ DRI\ or\ kg/thm\ offered\ by\ the\ Bidder) \div (Highest\ amount\ of\ specific\ Hydrogen\ injection\ in\ kg\ per\ tonne\ of\ DRI\ or\ kg/thm\ received\ among\ all\ Bidders)\} \times 50\%$.

13.2.2.2 Evaluation of Financial Criteria (25% weightage)

c) Marks on Specific Capital Cost:

$\{(Lowest\ Specific\ Capital\ cost\ per\ tonne\ of\ Hydrogen\ consumption\ of\ the\ scheme\ received\ among\ all\ Bidders) \div (Proposed\ Specific\ Capital\ cost\ per\ tonne\ of\ Hydrogen\ consumption\ of\ the\ scheme\ offered\ by\ the\ Bidder)\} \times 10\%$

d) Marks on Funding Amount Sought :

$\{(Lowest\ (\%) \ of\ Proposed\ Central\ Funding\ sought\ as\ a\ Percentage\ of\ Capital\ Cost\ received\ among\ all\ bidders) \div (Proposed\ Central\ Funding\ sought\ by\ the\ Bidder\ as\ percentage\ of\ Capital\ Cost)\} \times 15\%$

Illustration of selection criteria for Scheme-B & Scheme-C

Parameters	Nomenclature	Bidder-1	Bidder-2	Bidder-3
Technical Evaluation Criteria (75% weightage)				
Marks on Plant Capacity (25% weightage)				
Proposed Experimental Plant Capacity of the Bidder (TPD or m ³ as applicable)	A	0.6	1.0	2.5
Highest Plant Capacity among all the Bidders (TPD or m ³ as applicable)	B=Max(A)	2.5	2.5	2.5
Marks on Plant Capacity	C=(A/B)x25%	6	10	25
Marks on Hydrogen Injection (50% weightage)				
Proposed Specific Hydrogen Injection in kg per tonne of DRI or kg per tonne of Hot Metal	D	5	7.5	8.5
Highest Specific Hydrogen Injection in kg per tonne of DRI or kg per tonne of Hot Metal among all the Bidders	E=Max(D)	8.5	8.5	8.5
Marks on Hydrogen Injection	F=(D/E)x50%	29.4	44.1	50
Weighted average marks on Technical Criteria (C+F)		35.4	54.1	75
Financial Evaluation Criteria (25% weightage)				
Marks on Specific Capital cost (10% weightage)				
Proposed Capital Cost (excluding cost of hydrogen production, land etc.) (Rs. Cr.)	J	500	600	800
Expected Hydrogen consumption in tonne per Hour	K	0.5	0.75	0.85
Proposed Specific Capital cost per tonne of Hydrogen consumption per Hour, (Rs. Cr./tonne)	L=J/K	1000	800	940
Lowest Specific Capital cost among all the Bidders at the end of the Bidding Process (Rs. Cr./tonne)	M=Min(L)	800	800	800
Marks on Specific Capital cost	N=(M/L)x10%	8	10	8.5

Parameters	Nomenclature	Bidder-1	Bidder-2	Bidder-3
Marks on Funding Amount Sought (15% weightage)				
Proposed Capital Cost (excluding cost of hydrogen production, land etc.) (Rs. Cr.)	O	500	600	800
Proposed Central Funding sought by the Bidder (Rs. Cr.)	P	100	125	150
Proposed Central Funding sought by the Bidder as percentage of Capital Cost (%)	$Q=(P/O)\times 100\%$	20%	20.8%	18.75%
Lowest (%) of Proposed Central Funding sought as a Percentage of Capital Cost	$R=\text{Min}(Q)$	18.75%	18.75%	18.75%
Marks on Funding Amount Sought	$S=(R/Q)\times 15\%$	14.06	13.52	15
Weighted average marks on Financial Criteria (N+S)		22.06	23.52	23.5
Total weighted average marks (out of 100) (Technical + Financial)		57.46	77.62	98.5
Ranking of Bidders		Rank-3	Rank-2	Rank-1

Note (*): The selected Bidder(s) shall be allocated Central Funding in order of their Ranking for each scheme. The Authority may decide on funding of more than one project under each Scheme depending on availability of fund.

13.2.3 The Bidders shall be ranked in descending order based on their Bid score i.e. Bidder with the highest score shall be ranked-1. Bidders shall be allocated financial assistance in the order of their rankings i.e. Bidder with rank-1 shall be allocated financial assistance first, followed by Bidder with rank-2 and so on.

14.0.0 SEQUENCE OF ACTIVITIES FOR SELECTION PROCESS

SN	Description of activities	Tentative duration
1.	RFP issuance	D (zero date)
2.	Pre-Bid conference	D+7
3.	Last date for receiving queries	D+8

SN	Description of activities	Tentative duration
4.	Authority response to queries latest by	D+10
5.	Bid due date	D+30
6.	Opening of technical Bids	D1=D+31
7.	Techno-commercial Evaluation of Bids	D1+21
8.	Approval by Authority for Opening of financial Bids	D1+25
9.	Opening of financial Bids	D1+26
10.	Declaration of selected Bidder	D1+30
11.	Evaluation of the proposal by the PAC:	D2=D1+45
12.	Administrative sanction for In-principle approval by Authority	D2+15
13.	Issue of In-Principle approval to Executing Agency (EA) by the Authority	D2+25
14.	Submission of DPR of the Scheme by the Executing Agency	D3=D2+45
15.	Administrative sanction for approval of the DPR of the projects by Authority	D3+10
16.	Issuing letter of approval of the DPR to the Executing Agency by the Authority	D3+15
17.	Signing of Project Agreement	D3+30

15.0.0 GUIDELINES FOR INTELLECTUAL PROPERTY

Guidelines for Intellectual Property Rights being generated through the Pilot / Demonstration Projects under the Schemes, are as per the provisions given in Annexure-X.

16.0.0 FRAUD AND CORRUPT PRACTICES

16.1.0 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of In-Principle approval to Executing Agency (EA) by the Authority and during subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the In-Principle approval or the project

agreement, the Authority may reject a Bid, withdraw the In-Principle approval, or terminate the project agreement as the case may be, without being liable in any manner whatsoever to the Bidder, selected Bidder, or the Executing Agency (EA) as the case may be, if the Authority determines that the Bidder, selected Bidder, or the Executing Agency (EA), as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

16.2.0 Without prejudice to the rights of the Authority under Clause 16.1.0 hereinabove and the rights and remedies which the Authority may have under the In-Principle approval or project agreement, or otherwise, if a Bidder or Executing Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the In-Principle approval or the execution of the project agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Executing Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

16.3.0 For the purposes of this Clause 16.0.0, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the In-Principle approval).
- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.

- d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest.
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

17.0.0 BANK GUARANTEE

The successful Bidder(s) for Scheme-B and Scheme-C shall furnish within two (2) weeks from the date of receipt of In-Principle approval for the Schemes, Security Deposit in form of Bank Guarantee (BG), from a Scheduled or Nationalized Indian Bank in prescribed proforma or in form of Insurance Surety Bonds from any IRDA approved Insurance Company, for a value of 3% of the funding amount. Successful Bidder(s) for Scheme-A need not to submit Bank Guarantee.

BG shall be valid upto 1 year from completion of the project (Demonstration of the facility as per the DPR).

18.0.0 FUNDING AND DISBURSEMENT

Stages of disbursement of CFA (Central Financial assistance) to the successful Bidder(s) shall be as depicted below:

Sl. No.	Stages of Disbursement	% of CFA to be released
1.0	On issue of In-Principle Approval Letter for Scheme-A and on submission of Bank Guarantee (BG) valid upto 1 year from completion of the Project for Scheme-B and Scheme-C.	20%
2.0	Milestone based disbursement (70%) after certification by Authority.	
2.1	On Approval of DPR by Project Appraisal Committee.	20%
2.2	Placement of Order for the Plant & Equipment (on pro-rata basis).	30%
2.3	Supply of equipment at site (on pro-rata basis).	15%
2.4	Trial run of the system.	5%
3.0	On completion (Demonstration of the facility as per the approved DPR).	10%

19.0.0 ANNEXURES

Annexure-I

SUBMISSION OF BIDDER's DATA

1.	Name of Bidder	:	
2.	Address of Registered Office	:	
3.	Address of the office undertaking the assignment with details of contact person & his contact details (Phone, Fax, Mobile, e-mail)	:	
4.	Constitution of Bidder (Partnership, Private Limited, etc.) and No. of years in undertaking similar assignments	:	
5.	Organization Structure (Please attach separate sheets)	:	
6.	Brief of Approach & Methodology (Please enclose separate sheets)	:	

We hereby confirm that we are interested in undertaking the assignment of the Authority as per the Terms of RFP.

(Signature of Authorized Representative)

Place:

Name:

Date:

Designation:

(Company / Firm Seal)

CONSORTIUM AGREEMENT

(On Non-Judicial Stamp Paper of appropriate value)

The BID for implementation of Pilot projects for use of Hydrogen in the steel sector for steel ministry(hereinafter referred to as "**Employer**") (Refer; Document No.)

THE COMPANIES:

....., a company organized and established underthe laws of, having its Registered office at /,(hereinafter referred to as ".....");

AND

....., a company organized and established under the laws of, having its Registered office at /,(hereinafter referred to as ".....");

AND

....., a company organized and established underthe laws of, having its Registered office at /,(hereinafter referred to as ".....");

(hereinafter referred to individually as "BIDDER" and collectively as "BIDDERS" and as"Consortium") have entered into the following Consortium Agreement (the "AGREEMENT") on thisday of, 20...

WHEREAS

The **Employer** has issued to the said Consortium the Document No..... dated for implementation of Pilot projects for use of Hydrogen in the steel sector for **steel ministry** (hereinafter referred to as "PROJECT"); and

WHEREAS

a) shall be the Leader of this Consortium for the PROJECT 'having **maximum share of work in value terms**'/ "being the Technology supplier and having **minimum..... % of job or share of work in value terms**". (Strike out as per stipulations)

b) The percentage of scope of work to be carried out by each member in terms of value of the contract is as follows:

S.No. Name of the Bidder/ Member of Consortium %of scope of work in value terms

- 1.
- 2.
- 3.

c) The Bidders meet the eligibility criteria for Package as per **Employer's RFP** Notice Document No., dated

d) The Bidders shall coordinate their offers in such a way that they will jointly fulfill the requirements of the **Employer** and may be awarded with the contract for implementation of Pilot projects for use of Hydrogen in the steel sector on divisible basis (hereinafter referred to as "CONTRACT"). NOW THEREFORE, the BIDDERS witnessed as follows:

1. The BIDDERS, each having his own expertise and each as a separate legal entity, shall join their efforts in order to make the Consortium the successful bidders for award of the CONTRACT and execution of the PROJECT. The BIDDERS appointas the Consortium leader.

2. Leader of the consortium shall be overall responsible for the execution of the Contract. The Leader and other Members of the Consortium shall be jointly and severally responsible and liable for the execution of the Contract, but will be liable for damages in proportion of the respective Contract Price (In case of successful bidding and CONTRACT award) in accordance with the CONTRACT terms.

3. Notwithstanding the provisions of being jointly and severally liable to Employer by all members of consortium, the leader of consortium shall be primarily responsible for full execution of the entire "Scope of work" of this tender/Contract, so that the steel ministry gets the facilities completed in time in all respect.

4. Leader of this Consortium is only authorized for exchange of correspondence with steel ministry and shall be responsible for it. Such correspondence exchanged between steel ministry and Leader shall be binding on all Consortium Members.

5. Leader of this Consortium shall undertake full responsibility for performance of the contract as per terms and conditions of the contract agreement and Bidders confirm its full commitment to the Leader for execution of its respective scope of work with full responsibility. Bidders further agree that in case one or more member of this consortium repeatedly

neglects to perform its respective scope, the Leader shall be authorized to take over the balance scope of work from the defaulting member and complete it at cost to the defaulting member.

6. Leader of this Consortium shall take the overall responsibility of project management of entire project. However, each Bidder shall remain responsible towards the other Bidder for its respective scope of work for its actions and deficiencies.

7. The Bidders undertake to co-operate with each other according to the principles of good faith and to refrain from acting in any way that may contravene the aims and objectives of this AGREEMENT and to make every reasonable effort in order to prevent or minimize any possible disadvantages for the other Bidder. The cooperation of the Bidders under the AGREEMENT is on mutual exclusive basis. Therefore, no Bidder shall in any way - whether directly or indirectly - cooperate with any new person, company or firm (whether it is a competitor of the Bidders or not) for the subject matter of this AGREEMENT. However, Leader of this Consortium shall be responsible for resolving any disputes/ misunderstanding / undefined activities etc., if any, amongst all the members of the Consortium.

8. The respective preliminary scope of work of each Bidder is described in Technical bid(s),

9. Each Bidder shall bear its costs, it incurs for the offer preparation and in case of award each Bidder shall be fully responsible and liable for the complete performance of its respective scope of work according to the CONTRACT and this AGREEMENT. This includes but is not limited to the respective liability of a Bidder under the CONTRACT and under this AGREEMENT and each Bidder's liability for damages from its non-performance, defective, faulty or delayed performance, whether of a Bidder itself or its sub-contractors as per the provisions of the CONTRACT. Each Bidder shall obtain and provide all necessary bank guarantees / bonds required according to the CONTRACT with respect to its specified Scope of Work and shall bear all related costs, charges and risks as shall be agreed in the CONTRACT.

10. Any dispute, which may arise at any time out of this AGREEMENT and any subsequent amendment or in connection with the same shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by an arbitration panel to be appointed according to the said Rules. The venue of the Arbitration shall be in, and the language of the proceedings shall be English.

11. This AGREEMENT shall become effective upon signature by the Bidders and shall remain in full force and effect until all obligations, liabilities and warranties undertaken / given by the Bidders in connection with the present AGREEMENT have been settled. In case of CONTRACT award, a separate Consortium Agreement for execution of the PROJECT will be concluded.

12. This AGREEMENT may be terminated by either Bidder with immediate effect by written notice to the other Bidder if:

- the other Bidder is declared insolvent or bankrupt or If a liquidator or receiver Is appointed to that Bidder, or if an event happens that has a similar effect; or
- the CONTRACT is not awarded to the Bidders by the **Employer** or if the **Employer** abandons the PROJECT or if the **Employer** awards the contract to a third Bidder other than the Bidders hereto.

13. Modifications and supplements to this AGREEMENT require mutual agreement between all Bidders and must be in writing in order to be effective.

14. None of the Bidders shall have the right to introduce a new Bidder or Consortium member or to assign or in any way transfer any of its rights or obligations under this AGREEMENT to any other company, firm or person without first obtaining the consent in writing of the other Bidders.

15. The role and responsibility of each member (Division of Work) is enclosed.

Signed on this day of (month) of the year of by the authorized representatives of

DECLARATION BY BIDDER

(To be furnished on company letter head & all pages duly signed & stamped by the bidder)

RFP No. & Date:

Bidder's Offer No. & Date: No. dated

Technical Specification No.:

- a. We hereby declare that our organisation M/s _____
_____ have not been banned or delisted by any Government or
Quasi Government agencies or Public-Sector Undertakings as on bid due date of
submission of bids.
- b. We hereby declare that our organisation M/s _____
_____ have submitted the details, as required in the RFP enquiry, is true
to the best of our knowledge, correct and no information has been concealed therefrom.
In case of any information found untrue or incorrect or false at any stage of Bidding or in
Selection Process, our offer/ order, if placed on us, will immediately stand cancelled
and we will compensate all expenditure incurred by Concerned authority during this
process without protest or demur.

**SIGNATURE OF THE TENDERER
NAME:**

DESIGNATION:
(Seal of the Company)
Address:
Phone No.:
Mobile no.:
E- mail:

INTEGRITY PACT

Between

.....hereinafter referred to as “The Principal”,

and

M/s.....hereinafter referred to as “The Bidder /Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption i.e. corrupt/ fraudulent/ collusive/ coercive and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the RFP for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the bidding process treat all Contractor(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential/ additional information through which the Contractor(s) could obtain an advantage in relation to the tender process or the contract execution.

- c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Contractor(s)

- 1) The Contractor(s) commit 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 Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal'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 any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Contractor(s) will not enter with other Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on the others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only as per the "Guidelines on Indian Agents of Foreign Suppliers".

- e) The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Contractor(s), before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Contractor into question, the Purchaser is entitled to disqualify the Contractor from the tender process or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Purchaser is entitled also to exclude the Tenderer/ 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 Tenderer/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years and/or minimum of 2 bidding process and maximum of 6 bidding process.
- 2) If the Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Purchaser may revoke the exclusion provided such corruption prevention system have been audited by an independent agency.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Contractor(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security, if applicable.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Contractor declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Contractors/Sub-Contractors.

- 1) The Contractor(s) undertake(s) to demand from all sub-Contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all contractors, and Sub-Contractors.
- 3) The Principal will disqualify from the tender process all contractors who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Contractors(s) / Sub-Contractors(s)

If the Principal obtains knowledge of conduct of a Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – External Independent Monitor/ Monitors

- 1) The Principal shall appointed External Independent Monitor for this Pact, whose name and address shall be furnished in due course of time.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- 3) The Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The

Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Contractor(s)/ Sub-Contractor(s) with confidentiality.

- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to concerned authority within 8 to 10 weeks from the date of reference or intimation to him by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the (name to be provided by MoS / MNRE).
- 8) If the Monitor has reported to the concerned authority, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the concerned authority has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Contractors 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by concerned authority.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance a jurisdiction is the Registered Office of the Principal.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provision 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.

M/s.....

(For & On behalf of the Principal)

(For & On behalf of the Contractor)

(Office Seal)

(Office Seal)

Place : _____

Date : _____

Witness 1 :

(Name & Address) _____

Witness 2 :

(Name & Address) _____

SPECIFIC POWER OF ATTORNEY

Name of the Bidder in pursuance of its Resolution of the Board of Directors vide Resolution No.dtd....., has granted General Power of Attorney to me on behalf of the Company with authority to re-delegate and/or execute Power of Attorney conferring/delegating any or all the powers conferred there upon to any Balance Sheet and Profit & Loss Account statement person for implementation of Pilot projects for use of Hydrogen in the steel sector:

1. To sign the letters, applications correspondence, papers, documents, acknowledgements, bills and invoices, challans, Measurement Books (MBs) and all other documents pertaining to the contract no.
2. To submit bills, invoices, challans, bank guarantees, corporate guarantees, indemnity bonds etc. and collect GARNs, inspection/inspection waiver certificates, delivery orders, declaration/ documents related to GST Act & Custom Act, Certificates of Income Tax etc.
3. To receive Cheques against Bills, Invoices, advances etc. along with payment advice, deduction memos and to issue valid discharge thereof.
4. To demand dues and receive the same through cheques, demand drafts and give receipts for all monies, securities, debts and goods belonging to the concerned authority.
5. To attend all other matters pertaining to our work incidental to the above referred purpose.

POA holder will execute and perform all and every acts in respect of aforesaid contract on behalf of the company/ Consortium.

This specific Power of Attorney has been executed on

Signature of Attorney holders attested

.....

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be submitted on Non-Judicial Stamp Paper worth Rs.100/- purchased in the name of issuing Bank)

No.....

dated:

.....
.....

Dear Sirs,

In consideration of your agreeing to accept the Security Deposit of Rs.....(Rupees only) furnishable to you by M/s (hereinafter referred to as Contractor) in terms of the Contract No. dated for supply of required for (hereinafter referred to as the 'Contract') in the form of a bank guarantee in the manner hereinafter contained we Branch (Banker's Name) having registered office at, do hereby covenant and agree with you as follows :

1. We hereby undertake to indemnify you up to a sum of Rs..... (Rupees..... only) against any loss or damage caused to or suffered by you or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms of the terms and conditions contained in the said Contract and in the event the Contractor shall make any default or defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand and without any protestor demur pay to you such sum or sums not exceeding in total the said sum of Rs.....(Rupees..... only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default or defaults on the part of the Contractor.

2. Notwithstanding anything to the contrary contained in this Guarantee your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or damages or losses suffered by you but will pay the amount demanded by you under this guarantee forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the related warranty period of the said Contract and after the Contractor have discharged all their obligations under the said Contract and produced a certificate of due completion of the work under the said Contract and submitted a 'No Demand Certificate', provided always that this guarantee shall in no event remain in force after the date of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three (3) months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. We (Name of the Bank), further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time, for such further period as may be required in writing before the expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).
5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said Contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of (Rupees only) as aforesaid or extend the period of the guarantee beyond the said date of unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said Contract and in respect of which your claim in writing is lodged on us before expiry of three (3) months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier/ registered post/ speed post/ email (...email id of bank...) / fax to us or our local address as aforesaid and if sent by special courier/ registered post/speed post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Contractor or any reference to arbitration of the said dispute/ controversy pending or a civil suit filed by the Contractor in respect of the dispute or controversy.

14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to
 (..... only) and this guarantee shall remain in force until Unless a written claim is lodged on us for payment under this guarantee within three (3) months from the date of expiry of this guarantee i.e. on or before all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the Bank and the undersigned has full power to execute this guarantee under the power of attorney granted to them by the Bank.
16. Beneficiary may take confirmation for the details and genuineness of the Bank Guarantee from our local Branch (address of local bank branch)”
17. We..... (Name of the Bank) agree that any claim due and arising under this guarantee shall also be enforceable against our local branch..... (fill the address of the local branch, having e-mail id (.....@.....) and shall honour such demand immediately on receipt of demand.

**Signed & delivered
 for and on behalf of
 the above named bank**

**For and on behalf of
 (Bankers name)**

**Branch Manager
 Bankers Seal)**

Address : _____
 Email id of Local Branch Ranchi -----
 Contact No.:

QUESTIONNAIRES TO BE FILLED UP BY THE BIDDER DURING SUBMISSION OF THEIR BID**I. General Information Common for all the Schemes:**

Sl. No.	Description	Response from Bidder
1	Status of Bidder / Executing Agencies : CPSUs/ State PSUs/ Private Sector/ JVs/ consortium of such entities (Please specify)	
2	Bidder have to confirm that they have the necessary capabilities to pursue the project and taking forward the completed projects towards commercialisation.	
3	The Bidder / Executing Agencies shall be solely responsible for obtaining the safety, environmental and regulatory approvals, as required in the projects. Bidder have to confirm that such provisions have been accounted for in the project proposal.	
4	The Bidder / Executing Agencies shall get necessary testing and certification compliance from concerned agencies. Bidder have to confirm that such provisions have been accounted for in the project proposal.	
5	If the project is in consortium mode, the responsibilities of obtaining the required regulatory approvals and certifications shall be with the consortium leader. Bidder have to confirm that such capabilities exist with the consortium leader of the project.	
6	The process of handing & utilisation of Hydrogen involves extreme process environments. Bidder have to confirm that adequate Safety Measures for equipment and manpower have been accounted for.	
7	Bidder have to confirm that the required skilled manpower is made available to carry out the project safely to its logical conclusion?	
8	Bidder have to confirm that the duration of the Project is justified to bring the project to its logical conclusion?	
9	Bidder have to confirm that the TRL envisaged to be achieved in the project and the potential for commercialisation of the project.	
10	Bidder have to confirm that the milestones and the outcomes of	

	the projects are clearly defined and measurable.	
11	Bidder have to confirm that the mechanism for sharing of knowhow generated through the project among the participants of the project has been clearly defined?	
12	Bidder have to also confirm that they are willing to share the technology to the domestic steel industry and that the IPR terms of this RFP are acceptable to them.	
	Bidder have to confirm that the mechanism for obtaining necessary statutory approvals (viz. Environment Clearance etc.) has been accounted for in the project proposal.	

II. Specific Information for Individual Scheme:

SL. No.	Scheme wise questionnaires	Response from Bidder
A)	Pilot project to produce DRI using 100 % Hydrogen using vertical shaft.	
1.	Whether any preliminary feasibility study has been carried out?	
2.	Capacity of the DRI plant of the proposed pilot project (TPD)	
3.	Hydrogen injection required on hourly/daily/yearly basis and the projected yearwise potential utilization of hydrogen in the coming years (2024-25 to 2029-30)	
4.	How much is the potential for reduction of CO2 emission in tonnes per tonne of DRI.	
5.	What is the potential reduction in CO2 emission expressed as percent?	
6.	Timelines for implementing the Pilot Project.	
B)	Use of hydrogen in Blast Furnace to reduce coal/coke consumption.	
1.	Whether any preliminary feasibility study carried out?	
2.	Hydrogen injection required on hourly/daily/yearly basis and the projected year wise potential utilization of hydrogen in the coming years (2024-25 to 2029-30)	
3.	Capacity of the Blast Furnace and Production of hot metal.	
4.	How much is the potential for reduction of CO2 emission in tonnes per tonne of Hot Metal.	

SL. No.	Scheme wise questionnaires	Response from Bidder
5.	What is the potential reduction in CO2 emission expressed as percent?	
6.	Quantum of reduction potential in coal or NG consumption per kg of hydrogen, envisaged in the project.	
7.	What are the challenges for injection of hydrogen in Blast Furnace?	
8.	Or any other concerns related to increase the use of hydrogen in Blast Furnace.	
9.	Timelines for implementing the project.	
C)	Injection of Hydrogen in vertical shaft based DRI making to partially substitute the NG/ other reducing gas & raise its proportion in a gradual manner with an objective to use the maximum hydrogen.	
1.	Whether any preliminary feasibility study carried out?	
2.	In how many vertical shafts it has been planned to replace natural gas or other reducing gas with hydrogen?	
3.	Capacity of the DRI Plant and Production of DRI.	
4.	Hydrogen injection required on hourly/daily/yearly basis and the projected year wise potential utilization of hydrogen in the coming years (2024-25 to 2029-30)	
5.	How much is the potential for reduction of CO2 emission in tonnes per tonne of Hot Metal.	
6.	What is the potential reduction in CO2 emission expressed as percent?	
7.	Quantum of reduction potential in coal or NG consumption per kg of hydrogen, envisaged in the project.	
8.	What are the challenges to replace natural gas with hydrogen?	
9.	Or any other concerns related to increase the use of hydrogen in Vertical shafts DRI making.	
10.	Timelines for implementing the project?	

Letter for submission of the Technical Bid

(On the official letter head of the Bidder / Consortium Leader)

Ref :

Dated : -----

To,

Dear Sir,

Sub : Bid for Seeking Central Financial Assistance for Implementation of Pilot Projects for use of Green Hydrogen in the Steel Sector under the National Green Hydrogen Mission (NGHM)

With reference to your RFP document dated ----- we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for Scheme-A/B/C (-----). Required information for evaluation of the Bid are as indicated below:

Parameters	Units	Figures (to be filled by Bidder)
Proposed Plant Capacity	TPD or m3	
Proposed Specific Hydrogen Injection per tonne of DRI or per tonne of Hot Metal	Kg per tonne of DRI or kg per tonne of Hot Metal	
Expected Hydrogen consumption	Tonne per Hour	

1. This Bid is unconditional.
2. I/We confirm that the Concept Report for the selected scheme has been submitted along with the Bid.

3. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of Bidder for implementing the Project as Executing Agency and I/We certify that all information provided in the Bid and in the Annexures are true and correct; nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals. I/We shall make available to the Authority any additional information it may require to supplement or authenticate the Bid.
4. In case of any mismatch in data / information given elsewhere in the Bid document submitted by Bidder, the figures indicated in the above table shall be considered as Final for evaluation of Bids.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/we declare that :
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions under this RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - c. The undertakings given by us along with this Application in response to the Request for Proposal for the aforementioned Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
7. I/We believe that we / our Consortium satisfy the technical as well as financial eligibility criteria as defined in this RFP Document and am / are qualified to submit this Bid.
8. I/We understand that the you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, as defined in this RFP Document.

9. I/We certify that in regard to matters relating to security and integrity of the Country, we or any member of the consortium or any of our / their Affiliates have not been charge sheeted by any agency of the Government or convicted by a Court of Law.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
11. In the event of us being declared as the Selected Bidder, I/We agree to enter into an Agreement as an Executing Agency, in accordance with the draft that shall be provided to me / us.
12. I/We have studied all the Bidding Documents carefully and made a thorough and complete technical, financial, safety and legal due-diligence of the requirement and other aspects relating to the implementation of the project. We understand that except to the extent as expressly set forth in the Agreement as Executing Agency, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Selection Process including the allocation of Central Financial Assistance.
13. I/We shall ensure, on being appointed as Executing Agency for the aforementioned Project, that prior to seeking disbursement of 1st instalment of the Central Financial Assistance from the Authority, I / We shall ensure due and requisite compliance to the applicable Laws including, inter alia, requisite clearances for itself and its sub-contractors, technology partners etc. (as applicable) and submit such clearances to the Authority, on demand.
14. I/We undertake to ensure that all documents required to be submitted electronically on the E-portal and the documents required to be submitted physically to the Authority as per this RFP, are submitted duly signed and stamped.
15. I/We agree and undertake that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Central Financial Assistance is not allocated to me / us or our Bid is not opened or rejected.

16. The Central Financial Assistance has been quoted by me / us after taking into consideration all the terms and conditions stated in the RFP and after a careful assessment of the actual site conditions and all the associated hazards & risks that may affect the project cost which will be subsequently, firmed up in the Detailed Project Report (DPR).
17. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Executing Agency under the Project Agreement.
18. I/We hereby submit the Integrity Pact, Consortium Agreement, Power of Attorney and other formats as per the requirement of this RFP, duly signed by the authorised signatory and it shall be part of the Project Agreement.
19. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
20. I/We undertake that the Central Financial Assistance will be utilised towards reimbursement of capital expenditure to be incurred towards the Project.
21. I/We undertake that the IPR guidelines of this RFP document is acceptable to me / us and that I / We shall share knowhow of the proposed project to other domestic stakeholders as decided by the Authority.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Name and seal of the Bidder

Date :

Place :

Letter for submission of the Financial Bid

(On the official letter head of the Bidder / Consortium Leader)

Ref :

Dated : -----

To,

Dear Sir,

Sub : Bid for Seeking Central Financial Assistance for Implementation of Pilot Projects for use of Green Hydrogen in the Steel Sector under the National Green Hydrogen Mission (NGHM)

I / We (Bidder's Name) herewith submit the following Financial Bid for undertaking the Project Scheme-A/B/C (-----), in accordance with the Bidding Documents.

I / We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Bid Due Date or such further period as may be mutually agreed upon.

Thanking You,

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Name and seal of the Bidder

Date :

Place :

General Terms & Conditions of the Intellectual Property Rights

(On the official letter head of the Bidder / Consortium Leader)

1. Approval of the R&D/ Pilot / technology development project and the grant being released is for the specific project sanctioned and should be exclusively spent on the project within the approved time duration. The grantee organization is not permitted to seek or utilize funds from any other organization (government, semi-government, autonomous and private bodies) for this research project, unless specifically approved for joint funding by the PAC. Any un-spent balance out of the amount sanctioned must be surrendered to the Government of India through an ECS/crossed Demand Draft drawn in favour of Drawing & Disbursing Officer, MNRE payable at New Delhi.
2. Full infrastructure facilities by way of accommodation, water, electricity, communication etc. for smooth implementation of the project shall be given by the grantee organization at their cost.
3. For permanent, semi-permanent assets acquired solely or mainly out of the project grants, an audited record in the form of a register must be maintained. The term "Assets" include (a) the immovable property acquired out of the grant; and, (b) movable property of capital nature where the value exceeds Rs. 50,000/-. The grantee organization is required to send to MNRE/MoS a list of assets acquired from the grant. The grant shall not be utilized for construction of any building unless specific provision is made for that purpose.
4. Assets acquired in the project shall be shared proportionately between Government of India and grantee organization(s) in accordance with the cost sharing pattern of the project. The assets should not be disposed of or encumbered or utilized for purpose other than those for which the grant had been sanctioned, without the prior permission of MNRE/MoS.
5. On conclusion/termination of a project, the Government of India will be free to sell or

otherwise dispose of its share of the assets, which are the property of the Government. The grantee organization shall render to the Government necessary facilities for arranging the sale of these assets. The Government may exercise discretion to gift its share of assets to the grantee organization or transfer them to any other organization if it is considered appropriate.

6. The grantee organization/Principal Investigator will furnish Progress Report of the work carried out under the project on six monthly basis in the months of April and October during the project implementation period in a prescribed format given at MNRE portal.
7. Officer(s) of MNRE/MoS and MNRE/MoS designated Scientist/ Specialist/ SIA/ Expert Panel(s)/Committee(s) may visit the organization periodically to review the progress of the work being carried out and to suggest suitable measures to ensure realization of the objectives of the project. During implementation of the project, the grantee organization will provide facilities to such visitors in the form of accommodation, site visits, etc.
8. On completion of the project, final consolidated 'Project Completion Report' on the work done on the project will be prepared after incorporating suggestions, if any, from the reviewers of the project and 5 copies of the same will be submitted to the MNRE/MoS, in the prescribed format given at MNRE portal.
9. The 'Project Completion Report' shall include all relevant technical details/specifications, design drawings of the systems/equipment, and an inventory of materials required, etc.
10. At the time of seeking further instalment of grant and closure/termination of the project, the grantee organization/Principal Investigator has to furnish the following documents:
 - (i) Utilization Certificate (U.C) for MNRE grant and 'Statement of Expenditure' (S.O.E.) for the total expenditure for the previous financial year (in original or copy if sent earlier) in the prescribed formats given at MNRE portal.
 - (ii) Latest authenticated 'Statement of Expenditure' including Committed Expenditure, for the expenditure on the project including cost shared by any other organization since 1st April of that financial year till the previous month; and

(iii) Project Completion Report/Progress Report.

11. Comptroller & Auditor General of India, at his discretion, shall have the right of access to the books and accounts of the grantee organization maintained in respect of the grant received from the Government of India.
12. The grantee organization will maintain separate saving accounts for the project in a Bank. If it is found expedient to keep a part or whole of the grant in a bank account earning interest, the interest thus earned should be reported to the MNRE and should be reflected in the 'Statement of Expenditure'. The interest thus earned will be refunded to Ministry at the end of every financial year.
13. The grantee organization will neither entrust the implementation of the work which the grant is sanctioned to another institution nor will it divert the grant receipts to other institute as assistance. In case the grantee organization is not in a position to implement or complete the project, it should, forthwith intimate the same to MNRE/MoS and refund the entire grant released under the project within a month of such intimation.
14. All the personnel including Research personnel appointed under the project, for the full/part duration of the project, are to be treated as project personnel on contract to the organization and will be governed by the administrative rules/service conditions (for leave, TA/DA etc.) of the implementing Institute/Executing Agency. They are not to be treated as employees of the Government of India under any circumstances and the MNRE/MoS will have no liability, whatsoever, for the project personnel after completion of the project duration.
15. The Ministry reserves the right to terminate the project at any stage if it is convinced that the grant has not been properly utilized or sufficient progress has not been reported under the project or sufficient efforts have not been devoted.
16. The project becomes operative with immediate effect or within a maximum of one month from the date on which the ECS/ Draft,/Cheque is received by the implementing Institution/Executing Agency. This date should be intimated by the grantee

authorities/Principal Investigator to this Ministry.

17. The grantee organization shall associate a co-Principal Investigator with the project, if not already part of the project team. The co-principal investigator shall function as Principal Investigator in his absence and should be fully conversant with the activities under the project.
18. If the Principal Investigator to whom a grant for a project has been sanctioned wishes to leave the grantee organization where the project is sanctioned, the grantee organization/Principal Investigator will inform the same to the MNRE/MoS and ensure successful completion of the project through co-Principal Investigator, before relieving the Principal Investigator or appointing another employee as Principal Investigator.
19. Investigator(s) wishing to publish technical scientific papers based on the research work done under the project should acknowledge the assistance received from MNRE/MoS, indicating the project sanction number under which grant has been given to the grantee organization. The Principal Investigator will submit a copy of the paper to the Ministry as soon as it is published.
20. If the results of research are to be legally protected under IPR, the results should not be published without action being taken to secure legal protection for the research results.
21. If the results of the work carried out under the grant require preparation of a technical booklet/guides/software/CD etc.; in such cases the grantee organization will publish/prepare sufficient copies (number of copies to be decided in consultation with MNRE/MoS) and keep a portion for their use/dissemination and submit the remaining copies to the Ministry for its use and distribution.
22. If the result is in the form of a survey report/product performance evaluation or other such activities which have commercial implications, the grantee organization shall not publish the results without specific written approval of this Ministry.
23. The grantee institution(s)/ Inventor(s) are required to seek protection of Intellectual

Property Rights for the results/ output of the sanctioned R&D projects and shall share royalty/proceeds of sale of IPR in accordance with the guidelines given below:

- i. The IPR will belong to the contributing parties (including the MNRE/MoS) in proportion to their contributions.
- ii. The Government of India/Govt, bodies (including its PSUs, Govt. autonomous societies & section 25 companies) shall have right to obtain a royalty-free license for the Intellectual Property for deployment/use of the same.
- iii. The Union Government shall have a royalty-free license/March-in Rights for the use of the Intellectual Property. Accordingly, MNRE/MoS may grant the patent licensees) to other parties as decided by MNRE/MoS. Entities having license to market the developed product in India shall manufacture the product domestically.
- iv. In case, the grantee institution is unable to file a patent, MNRE/MoS or its nominated institution may file the patent.
- v. The grantee institution(s) shall provide a copy of the 'Full Text Document' of the Patent within one month of its publication.
- vi. A portion of the benefits and earnings arising out of the IPR may be retained for plough back to pursue research/research related activities in the Steel sector.
- vii. The grantee institution(s) may submit the financial requirements for filing of IPR as part of the R&D proposal. The contingency head under the grant may be used, with approval of MNRE/MoS, for provisioning of the expenditure for filing of IPR with a ceiling of Rs. 15 lakh for the cost of initial filing, but excluding the annual fee. International Patent filing will be permitted.
- viii. The IP Rights to use the technology may be sold to another institution/industry, for commercialization, on terms and conditions as mutually agreed to between the parties. Such transactions shall be done through a formal agreement between the joint owners of the IPR and the proposed licensee and intimated to MNRE/MoS within a period of 6 weeks from conclusion of the agreement.

ix. Notwithstanding the above, MNRE/MoS reserves the right to take over ownership of the rights of the Intellectual property arising out of the projects under the Scheme, in the national interest, without any compensation to the grantee institution.

24. In case of any dispute the decision of the Secretary, Ministry of New and Renewable Energy / Ministry of Steel shall be final.

Thanking You,

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Name and seal of the Bidder

Date :

Place :

PRICE SCHEDULE FORMAT

BIDDER SHALL SUBMIT THEIR PRICE BIDS IN MECON'S PRICE SCHEDULE FORMAT ATTACHED SEPARATELY WITH THIS TENDER IN ONLINE MODE ONLY.

RFP NO. 11.51.91C0/RFP/Hydrogen / 01 dated 11.06.2024**CHECKLIST (Annexure XII)**

Name of Bidder		
Sl. No.	Details of Documents	Submitted (Yes/ No)
1	Submission of Bidder's data (Annexure-I)	
2	Consortium Agreement(Annexure-II)	
3	Declaration by Bidder(Annexure-III)	
4	Integrity Pact(Annexure-IV)	
5	Specific Power Of Attorney(Annexure-V)	
6	Proforma of Bank Guarantee for Security Deposit(Annexure-VI)	
7	Questionnaires to be filled up by bidders during submission of their bid(Annexure-VII)	
8	Letter for submission of technical bid(Annexure-VIII)	
9	Letter for submission of Financial bid(Annexure-IX)	
10	General terms & condition of the Intellectual Property Rights(Annexure-X)	
11	Un-Priced Schedule Format(Annexure-XI): Bidder to indicate GST % in Un-priced Price Format	

PRICE SCHEDULE FORMAT

Project: HYDROGEN INJECTION IN DRI PILOT PLANT, EXISTING BLAST FURNACE AND EXISTING DRI VERTICAL SHAFT

RFP NO. 11.51.91C0/RFP/Hydrogen / 01 dated 11.06.2024

Bidder's Name & Address			
Bidder's offer no.			
		All Fig. In INR	
Sl. No	Description	Amount	Total Amount
1	Financial Assistance		0.00
2	Total Project Cost (excluding cost of production of Hydrogen, land, etc.)		0.00
i	Total Basic price		0.00
ii	(SGST+ CGST)@% OR IGST @% on i		0.00
iii	Total Contract Price [(iii) = (i) + (ii)]		0.00
	Total Contract Price (In Words)		