SOLAR ENERGY CORPORATION OF INDIA LIMITED					
	New Delhi				
ef No. SECI/C&P/MI/00/0009/22-23 Date: 12.01.2023					

Clarifi	ications to the que	eries on the Rec	quest for Selection (RfS) Document for Selection of Solar PV M	odule Manufacturers for Setting up Manufacturing Capa (RfS No. SECI/C&P/MI/00/0009/22-23)	ccities for High Efficiency Solar PV Modules in India under the Pr	roduction Linked Incentive Scheme (Tranche-II)
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	6.2	 6.2 At the time of submission of response to RfS, as part of the second envelope, the Bidders will be required to submit the following details in the Performance Parameters Matrix (PPM) as per Format 7.10: a. Extent of Integration b. Manufacturing Capacity proposed to be set up (in GW) c. Year-wise percentage of Local Value Addition (LVA) d. Year-wise performance parameters of manufactured modules (module efficiency and module's temperature co-efficient of Pmax). 		We requset SECI to kindly confirm if the details which the bidder provide in this format will be firmed up at this stage or the details can be changed post award of project or before issuance of LOA.	The details submitted as on the bid submission deadline shall remain unchanged thereafter.
2	RfS	6.3	Shortfall in demonstrating Performance Criteria: In case for any given year, the Manufacturer falls short on quoted level of module performance and/or quoted level of LVA, the procedure for calculation of penalties shall be as detailed below. Applicable penalty will be the higher of: Penalty on account of efficiency default alone; and Penalty on LVA default alone,		As per Bidder understanding, the penalty which is higher out of the two will be applicable and Bidder not required to pay the penalty for both the shortfalls. Kindly confirm.	Yes
3	RfS	7.1	 7.1 Bidders are required to submit the following documents with their response, as part of response to RfS: a. Construction Plan b. Clearances/ approvals required from various Government departments/ Local Bodies c. Timelines/ PERT chart of major construction activities d. Timelines for applying for/obtaining various clearances/ approvals. 		We request SECI to kindly confirm if the details which bidder will submit as per this clause 7.1 will be firmed or the bidder can submit the indicative details at this stage and can be finalised post award during detailed finalisation. Kindly confirm.	Yes
4	RfS	7.1	Bidders are required to submit the following documents with their response, as part of response to RfS: a. Construction Plan b. Clearances/ approvals required from various Government departments/ Local Bodies e. Timelines/ PERT chart of major construction activities d. Timelines for applying for/obtaining various clearances/ approvals.	The following clarification may be issued: Clearances/ approvals required from various Government departments/ Local Bodies to be provided within a mutually agreed time frame post award of LOA/execution of the agreement.	The clearances, approvals required from various government departments, local bodies can be applied and submitted within a predefined time frame post award of the bid.	It is clarified that the requisite data shall be require be submitted as part of response to RfS itself, and same may be modified suitably, subsequent to issu of LoA.
5	RfS	8.1	a. The Bidders are required to setup either Greenfield or Brownfield Manufacturing Facility for the entire capacity quoted. Greenfield Solar PV module manufacturing will involve installation of new plant, machinery and equipment. Such Greenfield units must be established in physically segregated premises from any existing manufacturing units.		SECI may please clarify if bidder considers to use the building/structure which is already exisiting and in possession of bidder. However, the same is vacant and not in use for any purpose. Can bidder consider the same for setting up the Manufacturing facility. Also, kindly confirm if SECI will consider it under which category- Greenfield or brownfield category.	The Clause is self-explanatory.
6	RfS	8.1	Greenfield and Brownfield Projects:		Kindly confirm if Bidder can change the category from Greenfield to Brownfield or vice versa post award of project and issuance of LOA.	Kindly refer to Clause 8.3 of the RfS.
7	RfS		Import of Raw material		We request SECI to kindly confirm if bidder can import the Raw material from countries which shares land border with India such as China etc. Will that be allowed and what are the approvals required for same.	Bidders are expected to do their own due diligence take into account the extant provisions in respect of import.
8	RfS		Separate Baskets: Basket 1: P+W+C+M Basket 2: W+C+M Basket 3: C+M		Kindly confirm 1) If bidder can opt for setting up of SPV for execution / setting up of facility of manufacturing. 2) Can Bidder Setup the facility under separate SPVs for each stage of integration or Bidder required to setup all the process under single company.	 Yes If the Successful Bidder opts for implementing Project through SPV, then only one SPV can be utilized by the Successful Bidder for all the stages applicable for their respective Project.
9	RfS		Separate Baskets: Basket 1: P+W+C+M Basket 2: W+C+M Basket 3: C+M		Kindly confirm if Bidder can self purchase / utilize the modules for its projects and that also meets the RFS requirements.	PLI will be calculated on 'sales', which has been defined in the RfS.

10	RfS	35.1	For each Basket, the Bid quoting the highest efficiency in the first year of production, as calculated in line with Clause 34 above, shall be first allocated the admissible bid capacity, with corresponding PLI amount being earmarked for the Bidder. The Bidder quoting the next highest efficiency in the corresponding Basket, will be allocated its admissible bid capacity and PLI amount, and so on, until the total PLI earmarked for the respective Basket is exhausted	SECI may please confirm if any preference will be given for allocation to the bidders who quotes the higher capacity or the evaluation and award will be only as per highest efficiency in first year. Kindly confirm.	The Clause is self explanatory.
11	RfS	6.1	Minimum Local value addition (LVA) for C+M is 50%, 55%, 60%, 65% and 75% respectivly for 5 years	The wafer is a major raw material for C+M bracket, and wafer cost is almost 50~55% of module price. As of now there is no wafer manufacturing capcaity in India, also any addition in wafer manufacturing facility will be commissioned at most after 2 years. Hence it is mostly unlikely to acheive 50% LVA by C+M SMMs in the first year. Kinkly relay the minimum LVAs considering all these practical issues. similar SCM problems can also be seen for W+C+M and P+W+C+M categories.	Tender conditions remain unchanged.
12	RfS	6.3 (i) b	Applicable penalty on account of efficiency default (in %): Sales falling in Group-1: Nil penalty, subject to min. 90% of sales for which PLI is claimed falling in Group-1, failing which no PLI shall be admissible for Year-2/3/4/5	As overall efficiecny is more than gauranteed module efficiecny, there should not be any penalty for this basket. Keeping 90% of sales as target will increase the risk of loosing entire PLI amount greatly. Even by keeping the target efficiency lower will reduce the total PLI amount lesser. Please review the risk for SMMs and change the penalty structure. Reduce the 75%/90% targets to 55%/60% and/or change penalty structure to pro data basis, which will give confidence to SMMs and encorage to increase the efficiency at marginal increments.	Tender conditions remain unchanged.
13	RfS	6.3 (ii)	Applicable penalty on account of LVA default (in %): Lower than quoted but equal to or higher than (quoted LVA% minus 3% points): No PLI shall be admissible for Year-2/3/4/5	The LVA is parly in control of SMMs and majorly controlled local BOS suppliers. By keeping the LVA penalties high SMMs will incure huge loss with small change in technology/finalcial/political or other factors. Also this creates a sellers market(BOS) with is bad overall economy. Kindly keep the penalties as linear as possible, so that overall industry is flexible in operationa and optimum solutions are received at end user.	Tender conditions remain unchanged.
14	RfS	9.1	Maximum Time allowed for commissioning (SCD)for W+C+M category is 2 years and for C+M category is 1.5 years	With introduction of this PLI scheme there will be huge demand for wafer(10~17GW), cell amd module(25~35 GW) manufacturing OEMs in short period. and OEMs will not be able to provide in this short period. Hence it will be difficult to SMMs to get good equipments in order to achive commissioning in specified SCD. Also delay in commisioning will reduced the PLI period Hence loss in PLI ammount. Kinldy increase the SCDs by atleast 1 year. As the main objective of this PLI is quality of modules.	Tender conditions remain unchanged.
15	RfS	11.2.a	For measurement of temperature coefficient, any one of the 4 quarters will be chosen for sample testing, and the results obtained on the batch being sampled, will be applicable for the total production considered for PLI disbursement for the complete year.	The usual uncertainty in modules. The usual uncertainty in power measurement is >2% and uncertainty in temperature coefficient is >2.5%. Uncertainty is to be considered if the efficiency and/or temperature coefficient is lesser than declare values. For example temp coefficient with final value 0.405%± 0.01% to be considered as <0.4%. Kindly confirm	Kindly refer to Annexure-B to the RfS issued vide Amendments.
16	RfS	34.2.d	the PLI rate (Rs./Wp) will be multiplied by a tapering factor of 1.4 for the 1st year of the five years PLI disbursement period followed by a tapering factor of 1.2, 1.0, 0.8 and 0.6 for the 2nd, 3rd, 4th and 5th year of the PLI disbursement period respectively.	As the below given factors affect the PLI at first years, and high chance that SMMs will not receive full PLI amont in first year: 1) Delay in commissioning will affect in PLI at first year 2) SCD timeline is lesser than required 3) unavailablity of upward integration (like wafer capcaity) will lead to huge penalty due to LVA default in first year Kindly provide option to choose the tapering factors without changing the overall PLI amount	Tender conditions remain unchanged.

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17	RfS	6.2	The Bidder shall also be required to declare the plan for local value addition, and the estimated employment generation and exports during the tenure of the Scheme, in the Performance Parameter Matrix at the time of bid submission.	-	Please clarify whether employment includes direct and indirect manpower.	Yes, employment generation includes both direct and indirect employment generation. However, it is clarified that this data will not affect selection of the Bidder under this RfS.
18	RfS	6.3.i.b	Applicable penalty on account of efficiency default (in %) Year 1 Year 23/4/5 Sales falling in Group-1 Nil penalty, subject to min. Nil penalty, subject to min. 75% of sales for which PLL is claimed falling in Group-1, failing which no PLI shall be admissible for Year-2 claimed falling in Group-1, claimed falling which no PLI shall be admissible for Year-2/3/4/5 Sales falling in Group-2 No PLI shall be admissible for sales falling in Group-2	-	If a bidder is allocated 10 GW Manufactuing capacity, its eligible PLI capacity shall be 5 GW. Kindly clarify that the terms i.e.75% & 90% of the sales shall be applied on 5 GW which is the PLI eligible capacity.	The sales in this clause refers to the total sales corresponding to the Manufacturing Capacity set up by the SMM.
19	RfS	6.3.i.b	Applicable penalty on account of efficiency default (in %) Year 1 Year 2/34/5 Sales failing in Group-1 Nil penalty, subject to min. Year 2/34/5 Sales failing in Sales failing in Group-1, fuiling which DPL is be admissible for Year-1 chinde which DPL is chinde which DPL shall be admissible for Year-2/34/5 Sales failing in Group 2 25% penalty No PL shall be admissible for sales failing in Group-2	Applicable penalties on default of quoted level of efficiency shall be considered as per Annexure 1	Since module efficiency in a production line generally follows a normal distribution with significant % at tail end of bell curve. We request SECI to consider penalties on default of quoted level of efficiency as per Annexure 1. PLI Tranche II Guidelines also mention that in case the SMM falls short on quoted level of moduel efficiency but meets minimum requirement as prescribed in trajectories of module performance, the amount of PLI to be disbursed to it for that given year, will be limited to 75% of PLI amount as per actual achieved level.	Tender conditions remain unchanged.
20	RfS	6.3.ii.b	Achieved LVA level Applicable penalty on account of LVA default (in %) Year 1 Year 2/3/4/5 Sales for Equal to or higher which PIJ than quoted LVA is claimed but qual to rhigher penalty but qual to rhigher penalty on max No penalty No penalty but qual to rhigher than quoted LVA is claimed but qual to rhigher than (quoted LVA%) subject to achieved level being equal to or higher than min. prescribed LVA of 3% & pro-rata for night rhan min. prescribed LVA 2/3/4/5	-	Given high dependence of LVA over volatile commodities prices in international market, Request SECI to increase the penalty amount gradually such as 25% in year 1, 30% in year 2, 40% in year 3 and 50% in year 4&5 as against 100% penalty in year 2/3/4/5 indicated in RFS.	Tender conditions remain unchanged.
21	RfS	Format 7.1	The bidder is required to mention about proposed technology in format 7.1 We are submitting RES for the development of following Project(5): - Saket selected Nature of Proposed SNo. (P+W+C+M / W+C+M / C+M) Capacity (MW) Nature of Proposed Proposed L	The bidder is required to mention about proposed technology in format 7.1 We are submitting R5 for the development of following Project(s): - S.No. Basket selected (P+W+C-M)/ Capacity (MW) W+C-M / C+M) Capacity (MW) Facility Proposed reclinology 1	This shall provide flexibility to Bidders in adopting newer and better technologies during implementation instead marrying to a technology which was seen as most efficient at the time of bidding. Since such change doesn't impact the quoted performance parameters, PLI disbursal to SMM shall remain unchanged. Moreover, it will also help achieving one of the objectives of the Scheme guideline to bring cutting-edge technology to India by fueling further innovation and faster technology adoption of emerging technologies.	Clause has been suitably amended. Please refer to the Amendments.
22	RfS	7.1	Bidders are required to submit the following documents with thei response, as part of response to RfS: a. Construction Plan b. Clearances/ approvals required from various Government departments/ Local Bodies c. Timelines/ PERT chart of major construction activities d. Timelines for applying for/obtaining various clearances/ approvals.	Bidders are required to submit the following documents	We request SECI to allow submission of such documents at the time of acceptance of LOA, which was allowed in PLI Tranche I also. It will provide much more certainty at the LOA acceptance stage and therefore aid SECI in monitoring the project progress.	Tender conditions remain unchanged
23	RfS	7.2	SMM shall be required to submit the Quarterly Progress Report to SECI containing the Project progress updates with respect to above parameters as part of its response to RfS, along with reasons for delay, if any.	-	Please clarify if a successful bidder of PLI 1 will have to provide separate progress updates for PLI 1 to IREDA and PLI 2 to SECI as it will be difficult to bifurcate the progress of majority of civil, main tool progress.	Progress updates shall be submitted by the SMM to SECI in line with the provisions as per this RfS, irrespective of the provisions contained in the tender issued by IREDA for PLI Tranche-I.

24	RfS	9.2	A detailed commissioning procedure will be provided in due course. The SMM will be required to intimate SECI at least 45 days in advance regarding expected date of commissioning of the Project so that SECI/NISE may plan for site inspection or any other activity to be planned for confirmation/ validation of the commissioning.	A detailed commissioning procedure will be provided in- due course prior to bid submission deadline as an annexure to RFS document. The SMM will be required to intimate SEC1 at least 45-days 30 days in advance regarding expected date of commissioning of the Project so that SECI/NISE may plan for site inspection or any other activity to be planned for confirmation/validation of the commissioning.	We request SECI to provide commissioning procedure prior to bid submission deadline as an annexure of RFS document as it will give clarity to SMM's about the detailed commissioning procedure prior to bid submission.	Commissioning Procedure will be issued subsequent to the issuance of LoA, prior to SCD.
25	RfS	11.1	The Manufacturing Facilities awarded under this RfS will be eligible for getting PLI on annual basis on sales of high efficiency solar PV modules for 5 years from SCD or the actual commissioning date of the manufacturing unit (COD), whichever is earlier. Consequently, in case of delayed commissioning, the PLI period will reduce from 5 years by the period of the delay in commissioning.	The Manufacturing Facilities awarded under this RfS will be eligible for getting PLI on annual Quarterly basis on sales of high efficiency solar PV modules for 5 years from SCD or the actual commissioning date of the manufacturing unit (COD), whichever is earlier. Consequently, in case of delayed commissioning, the PLI period will reduce from 5 years by the period of the delay in commissioning.	We request SECI to consider disbursement of PLI on quarterly basis as it improves SMM's cashflow and helps SMM's to utilize the allotted fund for betterment of manufacturing facilities. Further, SECI can carry out annual reconciliation and accordingly adjust the last quarterly payment for the year,	Tender conditions remain unchanged.
26	RfS	14.1	Earnest Money Deposit (EMD) as per the values in the table below, in the form of Bank Guarantee according to Format 7.3A and valid for a period up to 15 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected.	Earnest Money Deposit (EMD) as per the values in the table below, in the form of Bank Guarantee according to Format 7.3A and valid for a period up to 15 months <u>06</u> months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected.	We request SECI to allign such requirement with other SECI tenders and consider 6 months EMD validity instead of 15 months.	Clause has been suitably amended. Please refer to the Amendments.
27	RfS	5.2	This awarded maximum bid capacity will include any capacity awarded as per LoA issued by M/s IREDA under Tranche-I of the PLI Scheme for High Efficiency Solar PV Modules.	Deletion of this clause	Request to allow bidding and allotment of manufacturing capacity without linking the previous allocated capacities.	Tender conditions remain unchanged.
28	RfS	6.2	The Bidder shall also be required to declare the plan for local value addition, and the estimated employment generation and exports during the tenure of the Scheme, in the Performance Parameter Matrix at the time of bid submission.	Clarification sought	Request to clarify if employment generation and exports figures impact a bidder's winnability	No. Selection of Successful bidders shall be carried out strictly as per Clause 35 of the RfS.
29	RfS	6.3	wherein the penalty on account of default on efficiency alone will be calculated as the difference of: PLI calculated using actual achieved levels of efficiency, temperature coefficient & LVA, but <u>excluding applicable</u> <u>penalties</u> ; and PLI calculated using actual achieved levels of efficiency, temperature coefficient & LVA, but <u>including applicable penalty</u> on account of efficiency alone;	Clarification sought	Request to further clarify the concept of penalties	The Clause is self explanatory.
30	RfS	6.3 (i) b	Sales falling in Group-2: 25% penalty in Year 1 and No PLI shall be admissible for sales falling in Group-2;	Sales falling in Group-2: 25% penalty in Year 1,2,3,4 and 5 for sales falling in Group-2;	Since efficiency quoted in consecutive years will be higher than previous year, request to consider 25% PLI penalty in year 2 onwards instead of Nil Penalty in case of Efficiency falling below 0.5 percentage point below the quoted efficiency.	Tender conditions remain unchanged.
31	RfS	8.1	PLI receivable for such Brownfield Projects will be 50% of the PLI receivable for Greenfield Projects.	Deletion of this clause	Request to allow 100% PLI as receivable under Greenfield project being developed under this scheme.	Tender conditions remain unchanged.
32	RfS	8.4 (a)	To fulfil the objective to encourage sustainable manufacturing practices and adoption of circular economy approaches, SMMs will be required to set up facilities for recovery and recycling of solar waste. SMMs will be encouraged to adopt circular economy principles in their manufacturing and supply chains.	Clarification sought	Request to clarify the extent / degree / modalities of recycling expected from the Bidder	This will be dealt as per extant rules and regulations in this regard.
33	RfS	9.4	It may be noted that part-commissioning of the Manufacturing Facility is not allowed.	Deletion of this clause	Under clause 9.5 of the RfS, penalty on delay in commissioning of manufacturing facility will be applied on the quantum of facility not commissioned. Hence, it is requested to allow part commissioning of the manufacturing capacity.	Tender conditions remain unchanged.
34	RfS	15	Bidders selected by SECI based on this RfS shall submit Performance Guarantee as per the Manufacturing Capacity allocated to them as per the values given in the table below within 15 days of issuance of Notification of Award (NoA) by SECI	Bidders selected by SECI based on this RfS shall submit Performance Guarantee as per the Manufacturing Capacity allocated to them as per the values given in the table below within 30 days of issuance of Notification of Award (NoA) by SECI	Request to etxtend the timeline for submission of PBG to 30 days.	Tender conditions remain unchanged.

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35	RfS	Clause 1.5	Bidder setting up any solar PV technology-based production facilities will be eligible for applying for the incentive assistance under this scheme	Please Clarify, whether the bidder can install two different types of technology as a part of a single bid. Please clarify, if the Manufacturer proposes to setup	 As per existing guidelines, there is lack of clarity on whether the Bidder can setup more than one type of technologies in the same bid. For eg. if the Bidder applies to setup manufacturing capacity of 10 GW, then can the Bidder setup 5 GW of HJT and 5 GW of TopCon respectively, provided that the Bidder is able to meet the promised levels of module efficiency, temperature coefficient and LVA with the both the technologies 	As long as the Successful Bidder fulfills the criteria of efficiency, temperature coefficient of Pmax and LVA, it is allowed to use any technology subject to the other technology being in the same Extent of Integration basket.
36	RfS	Clause 6.1	Declaration of Module Efficiency	bifacial modules, then will back-side efficiency would also be considered to compute the overall module efficiency for PLI evaluation.		For efficiency testing, standard/procedure that will be followed will be the latest version of IEC 61215/IS 14286.
37	RfS	Clause 10	Eligibility of benefits under M-SIPS/ SPECS/ Manufacturing- linked tenders	Please clarify that the shared infrastructure of ancillary services including electricity, water, captive power project (owned or sourced) etc of a PLI project with any additional project including but not limited to the additional capacity developed under SIPS/M-SIPS/SPECS will not be considered under Brownfield Project.	- If a Manufacturer/Bidder has two manufacturing facilities, say Facility-1 and Facility-2 with separate plant, equipment and machinery, but common shared facilities (electricity/water/captive generator), i.e., the facilities are not physically separated, but technically separated (dedicated capacity for each project, but in the same physical location), then the Manufacturer should be allowed to apply under PLI scheme for Facility-1 and other capital subsidy incentives (SIPS/M-SIPS/SPECS) scheme for Facility-2, provided that capacity applied under other capital subsidy incentives (SIPS/M SIPS/SPECS) schemes is the difference of offered bid capacity and double the PLI awarded capacity (say Facility-2).	project including but not limited to the additional capacity developed under SIPS/M-SIPS/SPECS, such Project will not be considered under Brownfield
38	RfS	Clause 11.2(c)	Verification of Local Value Addition (LVA)	We request you to please clarify/elaborate on the methodology of LVA calculation, especially for indirect materials.	More clarity is required on up to what level of indirect materials will be considered for the calculation of local value addition For eg: silica is used to make glass, which is used in solar modules. If the glass is domestically manufactured, but the silica used for manufacturing glass is imported, then whether the value of glass will be subtracted to calculate LVA for solar module	Any product used in manufacture of module will be considered as made in India, if same is manufactured in India, however the raw materials for the same can be imported. For example: If solar glass is manufactured in India using imported silica, and is used in manufacturing of solar PV modules, the value of the glass used in solar modules will counted towards LVA of solar PV modules.
39	RfS	34.2 Formula for calculation of PLI amount	As per PLI formula: PLI (in Rs) = $\Sigma_{i=1}^{5}$ (Base PLI rate _i x LVA Factor _i x TF x Sales _i) Currently, the Base PLI rate and LVA factor provide more Incentive/Capax/GW to lower integration (C+M and W+C+M) compared to higher integration (P+W+C+M).	 Increase the multiplying factors for Base PLI Rate and LVA in the Performance Matrix table under P+W+C+M category to provide higher incentive as a % of Capex for Bidders setting up fully integrated manufacturing capacity (P+W+C+M) Reduce the multiplying factors for Base PLI Rate and LVA in the Performance Matrix table under W+C+M and C+M respectively. 	 -As per existing guidelines, the PLI that can be availed by Bidders who setup fully integrated manufacturing capacities (P+W+C+M) is significantly lesser than PLI availed by Bidders who setup manufacturing capacities with least extent of integration (C+M), as shown in Table 1 in Sheet-2. - Maximum PLI that can be availed under (P+W+C+M) category is 25% of overall CAPEX, whereas max PLI that can be availed under 	
40	RfS	Seeking new addition in 34.2 Formula for calculation of PLI amount	Backward integration of modules, creates a deficiency in the initial stages (i.e. Polysilicon and Wafers) and	 Create a specific basket with reasonable budget for Polysilicon and wafer/ingot manufacturing Introduce a multiplication factor for Polysilicon and Wafer/Ingot manufacturing, to increase PLI for bidders setting up fully integrated manufacturing plant. 	C+M category and W+C+M category is 46% and 34% respectively - Currently, India, has no polysilicon or wafer manufacturing capacity. Also, 2020 and 2021, saw global shortages in polysilicon, leading to 40% increase in the price of solar modules. Hence, setting up domestic manufacturing facilities for Polysilicon is necessary to achieve the overall aims and objectives of the scheme	Tender conditions remain unchanged.
41	RfS	Clause 5.2		Please clarify how it will be ensured that Companies/Entities who have won capacities in Tranche-I will be restricted from applying for the maximum applicable capacity. As the entity who have won under Tranche-I can also submit the bid for full capacity under a different name/company within the Common Control		Please refer to the Amendments.
42	RfS	6.3 (i) (a)	Calculation of Penalties on account of default on quoted level of efficiency alone: Group-2: Sales (in MW) which have module efficiency lower than that quoted by the selected bidder/SMM for the given year but equal to or higher than the value of module efficiency (say 'X'%) which is 0.5 percentage point lower than the value of module efficiency quoted by the selected bidder/SMM for the given year,	Amendment: Group-2: Sales (in MW) which have module efficiency lower than that quoted by the selected bidder/SMM for the given year but equal to or higher than the value of module efficiency (say 'X'%) which is 1 percentage point lower than the value of module efficiency quoted by the selected bidder/SMM for the given year, subject to the 'X'% being bicher than the minimum efficiency level prescribed in	Rationale: module efficiency is dependent of the cell technology used in the integration process. As on date only monoperc is commercially proven technology with more than 400 GW of operational capacity. The new emerging high efficiency technologies are TopCon and HJT which have an operational capacity of ~20 GW and ~7 GW respectively. These technologies are however not commercially proven till date and have very low market share. We estimate that these may become mainstream technologies in coming 3-4 years. However, there is no certainty today that what is the maximum efficiency that can be achieved over next 3-4 years. It has been observed that commercial production of right quality of	Tender conditions remain unchanged.

			subject to the 'X'% being higher than the minimum efficiency level prescribed in Clause 6.1 of this RfS.	Clause 6.1 of this Rf.	polysilicon and wafers takes 1 - 1.5 years after COD. It is very likely that no SMM would be able to achieve the both efficiency and LVA during initial years of operations. Therefore, completely disallowing any PLI for quoted efficiency below 0.5% may put the SMM in disadvantage. This relaxation can be increased from 0.5% to 1.00%.	
43	RfS	34.2 (e) and 34.3	34.2 (c) The PLI disbursed to a manufacturer will be calculated as per the formula mentioned above in this Clause and will depend on sales or the maximum eligible capacity awarded under the PLI scheme, whichever is less;	Clarification: Please clarify the PLI computation w.r.t this clause. What will be the PLI computation in the illustration provided in clause 34.3 when sale is more than the eligible capacity, ~1200 MW.		Clause 34.2.e is self explanatory. Clause 34.3 has been suitably amended. Please refer the Amendments.
44	RfS	6.3 (ii)	Calculation of Penalties on account of default on quoted level of LVA%, alone: Lower than quoted but equal to or higher than (quoted LVA% minus 3% points), subject to achieved level being equal to or higher than min. prescribed LVA Year 1: 25% penalty on max permissible default of 3% & pro-rata for smaller defaults. Year 2/3/4/5: No PLI shall be admissible for Year-2/3/4/5	Comment: If the achieved LVA is more than the prescribed LVA as per the PLI document, PLI computations should be as per actual performance. PLI computation should not be linked to the quoted LVA.	Rationale: Commercial production of right quality of polysilicon and wafers takes 1 year to 1.5 years after COD. It is very likely that no SMM would be able to achieve the both efficiency and LVA during initial years of operations.	Tender conditions remain unchanged.
45	RfS	8.4	Sustainable Manufacturing a. To fulfil the objective to encourage sustainable manufacturing practices and adoption of circular economy approaches, SMMs will be required to set up facilities for recovery and recycling of solar waste. SMMs will be encouraged to adopt circular economy principles in their manufacturing and supply chains. b. Further, considering India's International commitments, particularly to achieve about 50% cumulative electric power installed capacity from non-fossil fuel-based energy resources by 2030, the scheme would encourage use of renewable energy in the manufacturing facilities set up under this scheme. The Successful Bidders will ensure that at least 20% of the electricity consumption for the solar PV manufacturing plant will be sourced from renewable energy sources. Different modalities for compliance of this requirement will be permitted.	unconstrained daily/weekly/ monthly banking. Please provide more clarity on these exemptions before making		a. Bidders shall follow the extant rules and regulations in this regard, as applicable, from time to time.b. The Bidders are requested to do their own due diligence.
46	RfS	9.5	Penalty for delay beyond SCD: In case the SMM fails to implement the promised "Extent of Integration" and/or the "Manufacturing Capacity" submitted as part of its response to RfS, within SCD, PBG commensurate to the manufacturing commitments not fulfilled by the SMM will be encashed and the balance amount will be eligible for release to the SMM.	Amendment: In case the SMM fails to implement the promised "Extent of Integration" and/or the "Manufacturing Capacity" submitted as part of its response to RfS, within 12 months after SCD, PBG commensurate to the manufacturing commitments not fulfilled by the SMM will be encashed and the balance amount will be eligible for release to the SMM.	Rationale: Polysilicon and wafer manufacturing is being done in India for the first time. The targets are very aggressive and need relaxation of at least 6 months in Polysilicon manufacturing. Irrespective of any relaxation in COD timelines, it is requested that PBG encashment can be relaxed by 6 months from the SCD.	Tender conditions remain unchanged.
47	RfS	9.6	In addition to levy of penalty as above, delay in commissioning shall also attract reduction of the PLI period from the maximum timeline as detailed in Clause 11 of the RfS.	Comment: In case delay is due to a Force Majeure event or any other event beyond control of developer, the developer should not be penalized and scheduled commissioning date is extended accordingly with provision to claim PLI for delay period.		In line with Clause 10.2 of the Guidelines, the decision in this regard will be taken by the Scheme Monitoring Committee.
48	RfS	19.7	A Successful Bidder/SMM including its Affiliates shall not be allowed to invest in, merge with or acquire Manufacturing Facilities of other Successful Bidders who have been awarded PLI under this RfS, until the applicability of this scheme (i.e. 5 years from the SCD or COD, whichever is earlier).	Successful bidder in PLI 2 should not be allowed acquire any successful bidder of PLI1 with 10 GW is the ceiling limit.		Tender conditions remain unchanged.

49	RſS	20 (x) (iii).	A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.	Comment: As a practice, shareholding certificate is prepared based on data as on month end. Since bid document submission date is 9th January 2023, the latest shareholding certificate that can be made available will be of November 2022 since closing of books for the month of December 2022 will also take some procedural time.	Clarification: As per the clause, shareholding certificate (to be certified by Practicing CS / CA) should be as on date within 30 days prior to the last date of bid submission. Please clarify if shareholding certificate for the month of November 2022 needs to be certified only after December 9th 2022 (within 30 days) or can it be certified before December 9th 2022 also because before December 9th 2022, it would be difficult to arrange shareholding certificate for November 22' because of the procedural time it will take for books of accounts closure.	Tender conditions remain unchanged.
50	RfS	20 (x) (iv).	Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-22, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted	Comment: It's written in the clause that along with audited financials for the last financial year, provisional audited accounts needs to be submitted. Latest provisional financials would be available for September 22' quarter and that too would be unaudited. Also, books of accounts are prepared on accrual basis and not entirely based on bank statements.	Clarification: Please clarify / confirm that the provisional financials till September 22' need not be audited and that why bank statements are required for the Company's accounts. Also, there might be multiple accounts of the promoter company with multiple transactions for the ongoing projects and hence, Company would not be comfortable sharing the bank statements	The clause has been suitably amended. Please refer to the Amendments.
51	RfS	20 (x) (v).	Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.	Clarification: Please confirm that the said information is required for Bidding Company and not for the Promoter Company		Yes
52	RſS	30.2	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 30.1 above. In case of the Bidder being a Bidding Consortium/JV, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RIS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to issuance of LoA.	Clarification: There is no format provided in the RfS for the undertaking to be taken from the affiliate company in regards to the corresponding clause. Please clarify if any particular format needs to be used for the compliance of the clause or the format is can be as per the discretion of the Bidding Company / Affiliate Company.		The mentioned undertaking can be submitted in any suitable format as decided by the Bidder.
53	RíS	30.1.ii	The Net-Worth to be considered for the above purpose will be the cumulative Net- Worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS	(AUM) are typically used instead of Net Worth. Request that the requirement for net worth be appropriately modified to enable participation by funds as applicants		Please refer to the Amendments.
54	RfS	30.7	In case the response to RfS is submitted by a Consortium/JV, then the financial requirement to be met by each Member of the Consortium/JV shall be computed in proportion to the equity commitment made by each of them in the Project Company.	Request SECI to consider net-worth requirements of the successful bidders in PLI-1, for showcasing of networth in PLI-2 as well. Further, SECI to consider net-worth on cumulative basis (shareholders of the SPV formulated under PLI 1) and not on the basis of proportionate shareholding when SPV formulated under PLI is bidding for PLI 2.		Clause has been suitably amended. Please refer to the
55	RfS	30.1.ii	The Net-Worth to be considered for the above purpose will be the cumulative Net-Worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS			Amendments.
56	RfS	11.3	The SMM shall be required to give a self-declaration and a Statutory Auditor's certificate in support of meeting the above required parameters, as part of its submission of claim for PLI for each year	Please modify the clause as below: The SMM shall be required to give a self-declaration and a Statutory Auditor's certificate in support of meeting <u>the</u> <u>Local Value Addition parameters</u> , as part of its submission of claim for PLI for each year	Statutory Auditor may not be able to certify Module efficiency and Temperature coefficient, hence SECI shall not mandate SMM to furnish the certificate from statutory auditor rather a self-declaration for module efficiency and Temperature coefficient from SMM should suffice.	Tender conditions remain unchanged.

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57	RfS	18	The IEM has the right to access without restriction to all Project documentations of the SECI including that provided by the Contractor/Manufacturer. The Contractor /SMM will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV Partners/ Consortium member with confidentiality.	Request to modify the clause as below: The IEM has the right to access without restriction to all Project documentations of the SECI including that provided by the Contractor/Manufacturer. The Contractor /SMM will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations <i>relevant for PLI disbursement or progress of the project.</i> The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV Partners/ Consortium member with confidentiality.	The manufacturing Process technology across stages varies from SMM to SMM and highly confidential given the technology is proprietary in nature and also the engineering is very specific to the plant/proposed project. Considering the same, request SECI to modify the clause so that only the disclosures relevant for PLI disbursement and progress of the project shall be provided by the SMM.	Tender conditions remain unchanged.
58	RfS	2.2	SECI has issued this document in the capacity of Implementing Agency as mentioned in the Guidelines. As per the Guidelines, SECI may develop a suitable monitoring mechanism, to analyze the performance of the manufacturing unit and carry out random checks, with help of National Institute of Solar Energy (NISE) or any other agency designated by MNRE/SECI, for validation of commencement of commercial operation of manufacturing unit, measurement of performance parameters as listed out in the RfS, compliance of quality standards during the course of implementation of the scheme etc	Request SECI to define the monitoring mechanism, calculation of nameplate capacity etc. in the early stage itself, to avoid confusion.		Please refer to Annexure-B to the RfS issued vide Amendments.
59	RfS	6.3.		SECI may consider allocating the inadmissible PLI amount to the next inline selected bidder/ SMM in the same Basket for any particular year		Tender conditions remain unchanged.
60	RfS	8.2	SECI reserves the right to visit the Manufacturing Facility(ies) of the SMM at any point of time after issuance of LoA, for verification of manufacturing capacity and nature of the Facility (Greenfield/Brownfield), as proposed by the Bidder. Such visit may also be conducted by NISE or any other authorized agency on behalf of SECI/MNRE	Request SECI to explain method of capacity verification, to avoid confusion at a later stage		Please refer to Annexure-B to the RfS issued vide Amendments.
61	RfS	11.2.c	Verification of Local Value Addition (LVA) will be carried out on an annual basis. For the purpose of determination of LVA, weighted average LVA for the complete sales in a given year shall be certified by Statutory Auditor. The percentage of Local Value Addition will be calculated as follows	Request SECI to clarify on the method of verification of the local manufacturing of the raw material.		Please refer to Sl. 38 above.
62	RfS	30.2	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clause 30.1 above. In case of the Bidder being a Bidding Consortium/JV, any Member may seek qualification on the basis of financial capability of its Affiliate(s)	Whether the SPV formed under PLI 1 can be the bidder with its shareholders (having lead consortium bidder of PLI 1) holding more than 51% till the date of COD of PLI 2 capacities also? In that case the Net worth can be demonstrated by the existing shareholders of the SPV. The existing shareholding can undergo a change as long as the Consortium or Consortium lead has more than 51% shares in the SPV		Yes. However, this arrangement will be governed by the respective clauses as modified in the Amendments.
63	RfS	6.1	SMMs will have to fulfill certain minimum values of module performance (combination of module efficiency and module's temperature co-efficient of Pmax) and Local Value Addition (LVA) for being eligible for PLI, as follows	The two-temperature category may be merged into one single category with minimum Temperature coefficient of - 0.40%.	The two-temperature category may be merged into one single category with minimum Temperature coefficient of -0.40%. As to achieve a lower coefficient of close to less than -0.30% bidders may compulsorily have to go for a technology which has higher capex and is not yet established/proven. Hence, please allow bidders to make their own technology choices to meet the requisite efficiency norms.	, Tender conditions remain unchanged.
64	RfS	9.1	The Solar PV Manufacturing Facilities set up under this RfS shall be allowed the following timelines for commissioning of full manufacturing capacity, which are to be referred to as Scheduled Commissioning Dates (SCDs):	The Solar PV Manufacturing Facilities set up under this RfS shall be allowed the following timelines for commissioning of full manufacturing capacity, which are to be referred to as Scheduled Commissioning Dates (SCDs). Such timelines shall be calculated from LoA award + 6 months.	Bidders should be allowed to achive financial closure of the project post award of LoA. The construction work can be initiated post financial closure only. Project of such size and scale may need upto 4-6 months time to achieve financial closure, and the same should be allowed as additional time so that this does not impinge on the overall project execution timelines.	Tender conditions remain unchanged.
65	RfS	14.1	The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium/JV		In case of Lead Member being a foreign company, it may be difficult to arrange a bank guarantee so flexibility of Indian consortium member furnishing the BG may be provided.	Clause has been suitably amended. Please refer to the Amendments.

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66	RfS	29.2	Consortium/JV shortlisted and selected based on this RfS, has to necessarily form a Project Company and get it registered under the Companies Act, 2013 within 90 days of issuance of LoA.	Consortium/JV shortlisted and selected based on this RfS, has to either use an existing Indian SPV company entity or form a Project Company and get it registered under the Companies Act, 2013 within 90 days of issuance of LoA.	This will provide flexibility to bidders who have already formed an SPV entity for the project purposes and some initial expenses incurred or land may have been acquired in that SPV. So if the existing SPV already has initial preparedness then the same would be beneficial for faster execution of projects.	Clause has been suitably amended. Please refer to the Amendments.
67	RfS	30.7	In case the response to RfS is submitted by a Consortium/JV, then the financial requirement to be met by each Member of the Consortium/JV shall be computed in proportion to the equity commitment made by each of them in the Project Company.	In case the response to RfS is submitted by a Consortium/JV, then the financial requirement to be met by consortium shall be aggregate networth amounts.	Equity commitment in SPV/Project Company should be delinked from Networth eligibility requirement, as Networth is an existing factual position and equity commitments among the Consortium Members would be driven by the project execution cosiderations and valuations. Since share of equity participation is a mutual consideration among the members so the same should not be forced in ratio of networth. Such existing clause would be very detrimental to the interests of the domestic players. There is clause 19.5 (which states that in the event the selected Bidder is a consortium, then the combined Controlling shareholding of the consortium members in the SPV/ Project Company, shall not fall below 51% at my time prior to commissioning of the Manufacturing facility.) which will protect the controlling stake being with the original consortium.	Clause has been suitably amended. Please refer to the Amendments.
68	RfS	38.19	"LEAD MEMBER OF THE BIDDING CONSORTIUM/JV" or "LEAD MEMBER": There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium/JV.	"LEAD MEMBER OF THE BIDDING CONSORTIUM/JV" or "LEAD MEMBER": There shall be only one Lead Member, as may be designated among the Consortium Members.	The execution capabilities of the Project may reside with a member who may not contribute majority of equity as Consortium may include investment partners. So flexibility may be provided to Consortium Members to decide on the Lead Member amongst themselves only.	Tender conditions remain unchanged.
69	RfS 3	34.2, d	Year Wise TF or Tapering Factor		Bidder's understanding is that Years wise TF or Tapering Factors mentioned in Table of 34.2, d are Fixed. Please confirm.	Yes
70	RfS .	34.2, a	Base PLI Rate (Rs./Wp)		Bidder's understanding is that Base PLI Rate (Rs./Wp) mentioned in the Tables under the Clause No. 34.2 b are fixed and subject to the year wise efficiency and module's temperature co-efficient of Pmax quoted by bidders. Please confirm.	Yes
71	RfS	9.1	Commissioning of Solar PV Manufacturing Facilities Level of Integration Maximum Time allowed for commissioning (SCD) P+W+C+M 3 years from the date of the Letter of Award W+C+M 2 years from the date of the Letter of Award C+M 1.5 years from the date of the Letter of Award	It is requested SECI to consider below time line for the SCD. Level of Integration Maximum Time allowed for commissioning (SCD) P+W+C+M 4 years from the date of the Letter of Award W+C+M 3 years from the date of the Letter of Award C+M 2 years from the date of the Letter of Award		Tender conditions remain unchanged.
72	RfS	6	Performance Criteria- LVA % LVA for 1st Year for 2nd Year for 3rd Year for 4th Year for 5th Year after COD P+W+C+M 75% 78% 82% 86% 90% W+C+M 60% 65% 70% 75% 85% C+M 50% 55% 60% 65% 75%	The minimum local Value addition is too high in the initial stage of the project, as still major raw materials for PV Solar are imported for entire eco system to evolve it will take some time including ancillary industry. Hence it is requested SECI to consider below minimum LVA %. $\frac{UA}{after COD} \frac{for 1st Year}{after COD} \frac{for 3d Year}{after COD} \frac{for 4h Year}{after COD} \frac{for 5h Year}{after COD} \frac{for 5h Year}{after COD} \frac{for 5\%}{after C$		Tender conditions remain unchanged.
73	RfS	8.1	Greenfield and Brownfield Projects: b. If a Bidder who was issued LoA by M/s IREDA under the Tranche-I tender, is awarded additional capacity under this RfS, the new capacity established will be considered as Greenfield, even if it shares common facilities/ infrastructure built for the capacity under PLI Tranche-I.	To promote new investors in Solar Industry and crate healthy competition it is requested SECI to do not allow existing winner of Tranch-1 under the Green Field if it shares common facilities/ infrastructure built for the capacity under PLI Tranche-I.		Tender conditions remain unchanged.
74	RfS	6	We understand that Manufacturing Facilities which have imported capital goods for setting up the Solar PV manufacturing facility before the last date of bid submission will not be eligible for participation under the PLI scheme. We confirm that no such import has been made for the proposed Manufacturing Facility by us.	We request SECI to consider the Manufacturing Facilities which have imported capital goods for setting up the Solar PV manufacturing facility before the last date of bid submission of Tranche-1 PLI Scheme .		Tender conditions remain unchanged.
75		surance ety Bond		It is requested that Insurance Surety Bond be accepted in addition to Bank Guarantee for meeting the requirement of EMD and PBG.		Tender conditions remain unchanged.

76	RfS	6.3 (i) (b)	Calculation of Penalties on account of default on quoted level of efficiency alone: Sales falling in Group-1 Year 1: Nil penalty, subject to min. 75% of sales for which PLI is claimed falling in Group-1, failing which no PLI shall be admissible for Year-1 Year 2/3/4/5: Nil penalty, subject to min. 90% of sales for which PLI is claimed falling in Group-1, failing which no PLI shall be admissible for Year-2/3/4/5	Comment: • Kindly delink incentive payment with sales. • How the efficiency of modules sold will be measured. Example: If 50% of the modules sold are above quoted efficiency 23% and rest 50% is below the quoted efficiency, but the weighted average efficiency of total sales is higher than the quoted efficiency – how this will treated for PLI calculations. Will the bidder get 100% PLI or nil PLI. • Further the efficiency check for such large volume of sales is not possible technically. It would be practical for NISE to do quarterly visits of manufacturing facility and do efficiency check from the production samples.	Rationale: None of the large solar module manufacturers in world produce the modules with the best in class efficiency offered across the range of products. This is because a very high efficiency module costs more on per watt basis and there is not enough demand for very expensive high efficiency modules. A very few large power developers are willing to pay premiums for small incremental efficiency improvements. Therefore, sales of high efficiency modules are well beyond the control of a SMM and need to be delinked for PLI computations.	Delinking of PLI payment with sales is not possible. The PLI beneficiaries will have to provide the details of module efficiency, based on the nominal rating/ specification mentioned on each module sold by it for which it is claiming PLI.
77	RfS	11.2	Manufacturing Facility inspection prior to PLI disbursement c. Verification of Local Value Addition (LVA) will be carried out on an annual basis. For the purpose of determination of LVA, weighted average LVA for the complete sales in a given year shall be certified by Statutory Auditor. The percentage of Local Value Addition will be calculated as follows: [(Sale value of Module as per GST invoice excluding net domestic indirect taxes) – (Value of direct and indirect imported materials and services (including all Customs Duty) as per Bill of Entry filed in Customs, used in manufacturing of module)] / [Sale value of Module as per GST invoice excluding net domestic indirect taxes) × 100%. It is clarified that indirect import of raw material by the SMM to be used in the Manufacturing Facility will not be counted as part of Local Value Addition under the RfS.	Clarification: Please clarify what is indirect import in 11.2 (c). Eg. If a bidder purchases Aluminium frame from a local party, but the aluminium used in manufacturing of such frame is imported, will it be considered as indirect import? Some raw materials like high quality quartz are not available in India and even imported by Chinese companies from Brazil and Spain. How would such import of natural resources like high quality quartz and coke be treated for LVA computations. During the meeting Hon'ble minister considered evaluating such natural raw materials being exempt from category of "import". If such import is exempted, this need to reflected in the LVA formula		Please refer to Clarification at SI. 38 above.
78	RíS	Clause No.8.1. a	The Bidders are required to setup either Greenfield or Brownfield Manufacturing Facility for the entire capacity quoted. Greenfield Solar PV module manufacturing will involve installation of new plant, machinery and equipment. Such Greenfield units must be established in physically segregated premises from any existing manufacturing units.	The Bidders are required to setup either Greenfield or Brownfield Manufacturing Facility for the entire capacity quoted. Greenfield Solar PV module manufacturing will involve installation of new plant, machinery and equipment. Such Greenfield units must be established in physically segregated premises from any existing manufacturing units. <u>However, such units will be allowed</u> to use the utility services including but not limited to water, gas, steam, electric power, compressed air, fuel, sewer, refrigeration, hydraulic fluid, CIP (clean in place) chemicals, ETP, etc.		Please refer to the Amendments.
79	RfS	Addition to Clause no. 11.2.c, 11.8 & 34.2.e		Determination of sales value for Captive utilization of cells & modules, shall be based on the prevailing market prices	Addition is required because for determination of sales value in case of 100% or part of the modules are utilized in bidders own solar projects developed for captive use of power and/or sale of solar power into the market, there shall be no billing.	PLI doesn't directly depend upon the sale value of the modules it simply depends upon the quantum of modules sold. Even in case of captive consumption the quantum (in MW) of modules captively consumed will be known so the same can be taken for the purpose of quantum sold in the PLI formula. However, it is clarified the requisite conditions for module performance parameters (module efficiency and temperature coefficient) and LVA, will still have to be met.
80	RfS	Addition to Clause 6.1		required for manufacturing of Cell & Modules are	For manufacturing of Cells & Modules, components like Wafers etc. are not available domestically, in such a scenario the LVA restriction may please be relaxed till such time we have domestic availability of such components.	Tender conditions remain unchanged
81	RfS	Clause 6.2	At theP Max. The Bidder shall also be required to declare the plan for local value addition, and the estimated employment generation and exports during the tenure of the Scheme, in the Performance Parameter Matrix at the time of bid submission.	At theP Max. The Bidder shall also be required to declare the plan for local value addition, and the estimated employment generation and exports during the tenure of the Scheme, in the Performance Parameter Matrix at the time of bid submission. However, estimated employment generation and exports during the tenure shall have no impact on selection criteria	What impact will this clause have on bidders' selection process. In case no export is anticipated as of now then will it impact the bidders' chances of winning bid.	The referred information will have no impact on the selection process.

82	RfS	Addition to Clause No. 11.2, 11.3, 11.8		The certification from a Chartered Accountant will be allowed for any certification under this PLI scheme	Requirement of Statutory Auditor may please be relaxed for certification of any documents as mentioned in the RfS. The certification from a Chartered Accountant may please be allowed for any certification under this PLI scheme	Tender conditions remain unchanged.
83	RfS	Format 7.1	In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution within 90 days of issuance of LoA, committing total equity infusion in the SPV as per the provisions of RfS.	In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution within 90 days of issuance of LoA, committing total equity infusion in the SPV as per the provisions of RfS. (Instructions to bidders: Underlined text to be struck off, if not applicable)	As per the RfS, there is no mandatory obligation to create an SPV by a domestic company, hence the text has been modified to reflect the understanding.	The clause remains unchanged.
84	RfS	Format 7.11	Format 7.11 titled "Preliminary Estimate of Cost of Project" at Page 90/96.	-	Please clarify the specific Paragraph and Page number, under which the requirement for Format 7.11 is being necessitated.	The data is being sought for informative purposes only, and is a mandatory format to be submitted as part of response to the RfS
Note: All t	he queries receiv	ved from vario	bus prospective bidders have been scrutinized and have bee	n tried to be answered comprehensively. In case of an such cases, tender conditions shall prevail.	y query not published here or the same not being addressed t	through the Amendments, it shall be construed in