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(A Mini Ratna Category –I PSU)

**Indian Renewable Energy Development
Agency Limited**
(A Government of India Enterprise)

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Invitation for Application

For

Selection of Manufacturers for Setting up Manufacturing
Capacities for High Efficiency Solar PV Modules under the
Production Linked Incentive scheme

Application No. TS-22019(11)/1/2021-IREDA

Contents

1.	Background	4
2.	General Terms & conditions	5
3.	GENERAL ELIGIBILITY CRITERIA	7
4.	Performance Bank Guarantee (PBG)	9
5.	Processing fee	10
6.	Non-Responsive Application	10
7.	Construction Plan and Commissioning	11
8.	Validity of the response to Application	12
9.	Clarifications/ Pre-Proposal Meeting/ Enquiries/ Amendments	12
10.	Right of IREDA to reject an Application	13
11.	Disbursement of PLI	13
12.	Penalties:	13
13.	Instructions to Applicants for structuring of proposals in response to Application	14
Annexure 1	: Covering Letter	17
Annexure 2	: Format for Power of Attorney	21
Annexure 3	: Format for Performance Bank Guarantee	23
Annexure 4	: Format of board resolution to undertake the project.....	26
Annexure 5	: Format for consortium agreement	28
Annexure 6	: Undertaking for not taking benefit under any other scheme of MNRE/MEITY/GOI.....	32
Annexure 7	: Undertaking Undertaking for RBI's Defaulter and Wilful Defaulter Lists, SEBI Debarred List and CIBIL Score	33
Annexure A:	Production Linked Incentive Scheme 'National Programme on High Efficiency Solar PV Modules	34

DISCLAIMER

1. Though adequate care has been taken while preparing this document, the Applicant(s) shall satisfy themselves that the document is complete in all respect. The prospective Applicants shall give intimation to the office of IREDA regarding any discrepancy immediately. If no intimation is received from any Applicant within **14 (fourteen) days from the date of issuance of Application documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the Applicant(s).
2. Indian Renewable Energy Development Agency Ltd., (IREDA) reserves the right to modify, amend or supplement this document. Further in case of any discrepancy in 'Invitation For Applications' (IFA) document and Production Linked Incentive (PLI) scheme for 'National Program on High Efficiency Solar PV Modules' No. 283/62/2020-GRID SOLAR dated 28th April, 2021 herein called as 'MNRE PLI Scheme', the 'MNRE PLI scheme' will supersede.
3. This Application document has been prepared in good faith, and on best endeavour basis. Neither IREDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 25/05/2021

INVITATION FOR APPLICATIONS (IFA)

FOR

Selection of Manufacturers for Setting up Manufacturing Capacities for High Efficiency Solar PV Modules under the Production Linked Incentive (PLI) scheme

1. Background

- 1.1. India has set an ambitious target of setting up 1,75,000 MW capacity of renewable energy by 2022 and 4,50,000 MW by 2030. Based on techno-economic analysis, Central Electricity Authority (CEA) has indicated in their Optimum Energy Mix report that 2,80,000 MW capacity from solar energy will be needed by 2029-30. To achieve the target, around 25,000 MW solar energy capacity is needed to be installed every year, till 2030. Solar capacity addition presently depends largely upon imported solar PV cells and modules as the domestic manufacturing industry has limited operational annual capacities of around 2,500 MW for solar PV cells and 9,000-10,000 MW for solar PV modules.
- 1.2. On 11 November 2020, the Cabinet approved introduction of Production Linked Incentive (PLI) Scheme for 10 key Sectors, for enhancing India's manufacturing capabilities and exports under Atmanirbhar Bharat initiative. One of the 10 sectors for which introduction of Production Linked Incentive (PLI) has been approved by the Cabinet is 'High Efficiency Solar PV Modules' for which Ministry of New & Renewable Energy (MNRE) has been designated as the implementing Ministry. The financial outlay for PLI for 'High Efficiency Solar PV Modules', as approved by the Cabinet and communicated vide NITI Aayog's Order No. 13(176)/2020-I&M (I) dated 20.11.2020, over a five-year period is ₹ 4,500 crore.
- 1.3. Indian Renewable Energy Development Agency Limited (hereinafter called "IREDA"), is a Public Limited, Mini Ratna (Category – I) Government Company under the administrative control of the Ministry of New & Renewable Energy (MNRE) established as a Non-Banking Financial Institution in 1987 engaged in promoting, developing and extending financial assistance for setting up projects relating to new and renewable sources of energy and energy efficiency/conservation with the motto: "ENERGY FOR EVER". MNRE has appointed IREDA as implementing agency to implement the scheme on its behalf.
- 1.4. Accordingly, IREDA now invites online Applications from manufacturers for 'Selection of Manufacturers for Manufacturing Capacities for High Efficiency Solar PV Modules' under the Production Linked Incentive (PLI) scheme. All the terms and conditions of the scheme would be applicable for selection of the bidders as detailed in the 'MNRE PLI Scheme' enclosed at **Annexure A**. Selection of beneficiaries will be done in a transparent manner as per the criteria laid out in the 'MNRE PLI Scheme' and IFA document.
- 1.5. Bidders are required to go through the 'MNRE PLI Scheme' enclosed at **Annexure A** carefully and make themselves aware of all the terms and conditions of the scheme.

- 1.6. Application documents may be downloaded from IREDA website, www.ireda.in. Further Applicants are required to submit their response online through link provided at IREDA website.
- 1.7. Applicants shall be required to submit their response by indicating the yearly PLI values based on their expected sales of Solar PV modules in MW, base case PLI(Rs/Watt) for which their product is eligible, expected local value addition and tapering factor as per the scheme guidelines.
- 1.8. Manufacturers setting up any solar PV technology-based production facilities will be eligible for applying for the incentive assistance under this scheme, provided the manufacturing capacities it sets up achieves the minimum level of integration of cells and modules, the minimum manufacturing capacity requirements and the minimum threshold module performance parameters of module efficiency and modules's temperature coefficient of Pmax, as per the scheme guidelines.
- 1.9. Manufacturing units which have availed any benefit under the MNRE's tender(Solar PV manufacturing linked with setting up solar power plant) or SIPS/ M-SIPS programme of Ministry of Electronics & Information Technology (MEITY) will not be eligible for benefits under this programme.

2. General Terms & conditions

- 2.1. This Application document has been prepared in alignment with the Guidelines of 'MNRE PLI scheme'. Applicant(s) are required to apply and quote strictly as per terms and conditions of the Application documents and should not stipulate any deviations/ exceptions.
- 2.2. IREDA has issued this document in the capacity of Scheme Implementer/ Scheme Manager as mentioned in the aforementioned Guidelines. As per the guidelines, IREDA may develop a suitable monitoring mechanism, to analyse 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, for validation of commencement of commercial operation of manufacturing unit, measurement of efficiency and temperature co-efficient of modules, compliance of quality standards during the course of implementation of the scheme etc.
- 2.3. Interested Applicants must necessarily register themselves on the bidding portal for which link will be provided at IREDA website to participate in the selection process under this invitation for Applications. It shall be the sole responsibility of the interested Applicants to get themselves registered at the said portal and complete all registration formalities. All required documents and formalities for registering on bidding portal are mentioned in the subsequent sections of Application documents and IREDA website.

They may obtain further information regarding this Application for Selection of Solar PV Module Manufacturers for 'Setting up Manufacturing Capacities for High Efficiency Solar PV

Modules' under the 'Production Linked Incentive' scheme from the corporate office of IREDA at the address given in IFA from 0930 hours to 1730 hours on all working days. Clarification(s)/ Corrigendum(s) if any shall also be available on the above-referred website. Applicants are requested to remain updated for any notices/ amendments/ clarifications etc. to the Application document through the website www.ireda.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.ireda.in

2.4. For proper uploading of the responses on the bidding portal, it shall be the sole responsibility of the Applicants to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal. IREDA, in no case shall be responsible for any issues related to timely or properly uploading/ submission of the response in accordance with the relevant provisions of the Application Documents.

2.5. Timelines for the Applications are given below:

Sr. No.	Milestones	Tentative dates
1	Date of release of Application document	25 May, 2021
2	Online Application rollout	31 May, 2021
3	Opening of online registration	31 May, 2021
4	Last date of receiving Pre-submission clarifications in writing	07 June, 2021
5	Release of response to clarification/Preproposal meet	18 June, 2021
6	Last date for Application Submission	30 June, 2021
7	Technical response opening date	01 July, 2021
8	Declaration of successful Applicants & waiting list	26 July, 2021
9	Issue of Letter of Award (LoA)	30 July, 2021

3. GENERAL ELIGIBILITY CRITERIA

- 3.1 The Applicant Company (Indian or foreign or in combination of both) may be a single entity or a Consortium or a Joint Venture(JV) Company. However, an applicant (single entity or partner of JV/Consortium) will not be allowed to participate in submission more than one response/application.
- 3.2 The Applicant company may form Special Purpose vehicle (SPV) for setting up of the manufacturing facility after the issue of Letter of Award by IREDA. However, such SPV should be formed within 90 days from issue of letter of Award. In case of any delay beyond 90 days for formation of the SPV, the Letter of Award issued would be withdrawn and capacity would be allocated to entities in waiting list. Project Company, setting up manufacturing facility, has to be registered under the Indian Companies Act, 2013, before awarding any order/ signing any contract involving the construction of manufacturing facility and in any case within 90 days from the Letter of Award (LoA) by IREDA.
- 3.3 The Applicant (Single entity or member of JV/Consortium together) shall fulfil the minimum net worth criteria, as per the table below:

Sr. No.	Level of Integration proposed in Application	Net worth/ Equity commitment for project required (Rs Cr)/GW	
		Minimum value to be established at the time of Application (A)	Mandatorily to be established within 90 days from LoA (B)
1	Cell + Module	85	235
2	Ingot-Wafer + Cell + Module	140	385
3	Polysilicon + Ingot-Wafer +Cell + Module	220	605

The Applicant shall necessarily establish the above-mentioned Net worth requirements. If the Applicant is not able to establish the net worth as per the requirement mentioned at column (A) of table above at the time of Application, their Application shall be rejected. Similarly, if the successful Applicant is not able to establish the net worth as per the requirements mentioned at column (B) of table above within 90 days from issue of letter of award by IREDA, any manufacturing capacity awarded to them under MNRE PLI Scheme will be cancelled and their Performance Bank Guarantee (PBG) will be encashed by IREDA. The manufacturing capacity and PLI would be allocated to the eligible Applicants in waiting list as per bucket filling mechanism. In addition, all the successful Applicants would be required to submit the SPV details, shareholding pattern etc. within 90 days from issue of letter of award.

- 3.4 For networth, the Applicant shall submit supporting documents including audited balance sheets, income statements, and a certificate issued by the statutory auditor. The Applicant shall provide Self-certified copies of Annual Reports including Annual Financial Reports along with schedules for last 3 years.
- 3.5 The Applicant shall also provide details of Solar PV Modules Manufacturing Revenue of the Applicant Company (parent Company in case of new registration/ Special Purpose Vehicle

- (SPV), JV partners, consortium members), capacity and extent of integration etc. in existing manufacturing facilities, if any.
- 3.6 The shareholding pattern shall not be changed till the commissioning of the manufacturing facility once the SPV is formed (SPV to be formed within 90 days from issue of letter of award). The Company shall take prior approval of MNRE for any change in shareholding post the commissioning of the project.
 - 3.7 Unless approved by MNRE, the successful Applicant shall not be allowed to invest in, merge with or acquire projects of other successful Applicants who have been awarded PLI under this scheme till the applicability of this scheme (i.e. 5 years from date of schedule date of commissioning).
 - 3.8 The Applicants are required to setup either brownfield or greenfield manufacturing facility for the entire capacity allotted under the scheme. The Applicants are not allowed to setup mix of brownfield and greenfield facility for capacity allotted under the scheme. In addition, manufacturing capacity/unit, for which required capital goods have been imported before the last date of bid submission, will not be eligible for participation under this PLI scheme.
 - 3.9 The Applicant, or any of its Affiliates/ parent Company, should not be a wilful defaulter to any lender, and that there should be no major litigation pending or threatened against the Applicant or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Applicant to undertake the Project. The Applicant shall submit an undertaking to this effect as per format enclosed at **Annexure 7**. Along with the same, Applicant shall submit details of presence in RBI's Defaulter and Wilful Defaulter Lists, SEBI Debarred List and CIBIL Score, if any.
 - 3.10 Financial Details of the Applicant (parent Company/ies, if applying as a JV/consortium in case of new registration/Special purpose Vehicle (SPV)) (self-certified):
 - a) Details, as per the audited annual reports, pertaining to Capital expenditure outlay (Rs Cr), Revenue (INR Cr) -Total and Target Segment (if any) -Manufacturing split by Exports, Domestic Sale (last 3 years)
 - i. Such information must be furnished separately for the period from FY 2017-18 to FY 2019-20.
 - ii. The sales volume and revenue from RE manufacturing, RE installations or any other existing business activities shall be provided for the period from FY 2017-18 to FY 2019-20. Provisional figures of sales volume and revenue must also be furnished separately for FY 2020-21.
 - b) Profit before Tax (PBT) and Profit after Tax (PAT) (INR Cr) - Target Segments for the period from FY 2017-18 to FY 2019-20(last 3 years)
 - c) Means of Finance – details shall be provided for existing business for the period from FY 2017-18 to FY 2019-20 (last 3 years). Equity and debt to be shown separately.

4. Performance Bank Guarantee (PBG)

- 4.1 Applicants, selected by IREDA based on this Application, shall submit Performance Bank Guarantee (PBG) as per the manufacturing capacity allocated after evaluation process on per MW basis as per the below table. It may be noted that successful Applicants shall submit the Performance Bank Guarantee from any of the Scheduled Commercial Banks approved by RBI from time to time as per **Annexure 3** within 15 days from the date of issue of LoA to the Applicant by IREDA. Additionally, the PBG shall have validity till the period ending one year from the date of scheduled commissioning of the manufacturing unit.

Sr. No.	Type of Manufacturing	Rs. /MW
1	Cell + Module	45000
2	Ingot-Wafer + Cell + Module	70000
3	Polysilicon + Ingot-Wafer + Cell + Module	110000

- 4.2 After submission of the requisite PBG by the successful applicant as per para 4.1 above, if the successful applicant wants to form Special Purpose Vehicle (SPV) for setting up of the manufacturing facility, the SPV shall submit requisite PBG to IREDA within a period of 90 days from the date of issuance of Letter of Award (LoA) by IREDA to the successful applicant. After receipt of requisite PBG from the SPV, IREDA shall release the PBG submitted by the successful applicant as per para 4.1 above.
- 4.3 The format of the PBG given at **Annexure 3** shall be strictly adhered to and any deviation from the above Formats may result in rejection of the PBG and consequently, the Application.
- 4.4 IREDA has agreed to accept the PBG (in the form of an unconditional and irrevocable Bank Guarantee) instead of the cash deposit with the clear position intimated to the Applicant that the PBG shall be encashable for being appropriated by IREDA in terms of the guarantee as in the case of appropriation of the cash deposit lying with IREDA.
- 4.5 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Applicants.
- 4.6 The PBG of manufacturers shall be returned to them, within 15 working days after successfully achieving the manufacturing commitments (promised 'Extent of integration' and/or the promised 'Manufacturing capacity' and/or minimum threshold module performance parameters of efficiency and temperature coefficient as per MNRE PLI Scheme) by their respective manufacturing facilities as per the LoA, after taking into account any penalty due to delays /non achievements as per guidelines issued by MNRE.

5. Processing fee

Prospective Applicants interested to participate in the Application process are required to submit Non-refundable Processing fee of Rs. 10 Lakh plus applicable GST for each response to Application, to be submitted either through NEFT/ RTGS transfer in the account of IREDA along with the response to Application. The bank account details of IREDA are given below:

Name of the Bank	Bank of Baroda
Name of Account	Indian Renewable Energy Development Agency
Account No.	21580200000233
IFS Code	BARB0VJBCPL
Branch Address	Bhikaji Cama Place, New Delhi-110066
GST Details of IREDA	07AAACI1384C1ZZ

The responses submitted without cost of the Application Processing Fee (including partial submission of any one of the respective amounts), may be liable for rejection by IREDA.

6. Non-Responsive Application

6.1 The electronic response to Application submitted by the Applicant shall be scrutinized to establish "Responsiveness of the bid". Each Applicant's response to Application shall be checked for compliance with the submission requirements set forth in this Application.

Any of the following conditions shall cause the Response to be "Non-responsive": -

- (a) Non-submission of Document Processing Fee as mentioned in the IFA
- (b) Response to Application not received by the due date and time of Application submission.
- (c) Non-submission of the original documents as per online Application form and Instructions to Applicants (ITA) of Application by due date and time of Application submission.
- (d) Data filled in the PLI quoted for 5 years not in line with the instructions mentioned in the Application form.

6.2 The processing fee is non-refundable. If the Application of the bidder is rejected by IREDA for whatsoever reason or found to be non-responsive, the processing fee will not be refunded.

7. Construction Plan and Commissioning

7.1 The Applicants are required to submit the following with their Application;

- 7.1.1 Construction plan
- 7.1.2 Clearances / approvals required from various govt. departments/ local bodies
- 7.1.3 Timelines / PERT chart of major construction activities
- 7.1.4 Timelines for obtaining various Clearances / approvals

7.2 The successful Applicant would be required to submit the quarterly progress report to IREDA containing the project progress information w.r.t. to PERT chart provided at the time of Application along with reasons for delay, if any.

7.3 IREDA reserves the right to appoint Independent Engineer/ firm for monitoring of the construction activity. The manufacturers are required to apply to MNRE for “Approved List of Models and Manufacturers” (ALMM) as per “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019” of MNRE.

7.4 The construction period for commissioning of the manufacturing facility will start from the next working day from issue of LOA by IREDA. Timelines of the commissioning would be as per the timelines for extent of integration for each stage given in ‘MNRE PLI Scheme’ enclosed at **Annexure A**. In case of the commissioning of the project prior to the scheduled date of the commissioning, the Company would be required to intimate IREDA 15 days in advance regarding expected date of commissioning of the project so that IREDA/NISE may plan for site inspection or any other activity to be planned for confirmation/ validation of the commissioning.

7.5 The manufacturer shall submit the commissioning certificate of the unit to IREDA. An inspection team comprising of members from IREDA &/ or NISE will visit the manufacturing unit at the time of commissioning or immediately after its commissioning to verify the extent of integration, manufacturing capacity of each stage, minimum efficiency and temperature co-efficient of modules promised at the time of submission of bid. If required, MNRE may also designate NABL accredited labs, etc. for such measurement..

7.6 The successful manufacturer should inform IREDA, at least 15 days in advance, in case their performance of module (efficiency or temperature co-efficient) is going to improve or deteriorate causing change of their position in Performance Matrix which in turn will change their PLI (₹/Wp) amount. In such case, the Inspection team shall visit the manufacturing unit to verify and note the change. However, any such change in the PLI amount, shall not exceed the annual PLI quoted by the Applicant in the response to this Application.

7.7 Total sales under PLI of a manufacturing unit in a particular year can correspond to different positions in Performance Matrix (having different values of Base PLI rate in Rs./Watt). Eg. If performance of module (efficiency and temperature co-efficient) corresponding to AX position (Base PLI Rs 2.50/Watt) in Performance Matrix, improves after 8.5 months in a particular year

to AX position in the Performance Matrix (Base PLI rate Rs. 3.00/W), then yearly PLI rate of Rs. 2.50/Watt will be allowed for sales of modules of lower efficiency in that year (AX position in Performance Matrix) and PLI rate of Rs. 3.00/Watt for sales of modules of higher efficiency in that year (AY position in Performance Matrix). Local Value Addition will be calculated on Annual basis as per Para 3.9 of the scheme guideline (Annexure-A) to simplify the PLI claim process

7.8 It may be noted that for the purpose of the computation of the commissioning capacity the least capacity amongst the Stage-1, Stage-2, Stage-3 and Stage-4 (as per the LoA) would be considered as the commissioned capacity.

7.9 The Company would also be required to intimate IREDA, 15 days in advance in case the module efficiency or module's temperature coefficient is changing resulting in its position in Performance Matrix and PLI (Rs./Watt). In a year, if such change is happening then PLI will be calculated on sales of modules based on earlier PLI rate and sales.

7.10 The Company would be required to provide information, documents to the satisfaction of MNRE/ IREDA or any of their authorized representative to the extent of their satisfaction /provide unrestricted access to manufacturing site in order to verify promised extent of integration, manufacturing capacity for each stage, efficiency, temperature co-efficient of modules, to demonstrate the installed capacity of each stage or to carry any other activity required for implementation of this scheme on declaration of commissioning.

8. Validity of the response to Application

8.1 The Applicant shall submit the response to Application which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to Application ("Response Validity"). IREDA reserves the right to reject any response to Application, which does not meet the aforementioned validity requirement.

9. Clarifications/ Pre-Proposal Meeting/ Enquiries/ Amendments

9.1 Clarifications/ Doubts, if any, on Application document may be emailed. Enquiries/ Clarifications may be sought by the Applicant from IREDA.

9.2 IREDA will make an effort to respond to the same in the Pre-Proposal Meeting to be held as mentioned in the IFA. A compiled list of such questionnaire and IREDA's response will be uploaded on the website www.ireda.in. If necessary, amendments, clarifications, elaborations shall be issued by IREDA which will be notified on IREDA website. No separate reply/ intimation will be given for the above, elsewhere.

9.3 A Pre-Proposal Meeting shall be held as mentioned in the IFA (Venue to be notified later on IREDA's website).

10. Right of IREDA to reject an Application

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

11. Disbursement of PLI

11.1 The manufacturers will be required to provide documents in support of the PLI claimed for a particular year based on (i) sales (watt) of modules, (ii) percentage of local value addition and (iii) PLI rate (as per the position in Performance Matrix). IREDA/MNRE will also make provisions for adequate safeguards, including for periodical special audits and appointing technical organizations to conduct sample checks to verify claims of manufacturers in respect of module efficiency and temperature coefficient. The detailed procedure and documents required would be uploaded on IREDA's website subsequently.

12. Penalties:

12.1 In case the Applicant fails to form SPV as per Indian Companies Act 2013 and establish the networth as detailed at General Eligibility Clause 3.3 within 90 days from issue of LoA by IREDA, the entire amount of PBG shall be encashed.

12.2 In case the Applicant fails to either:

- (i) implement the promised 'Extent of integration' submitted by him in his Application and/or
- (ii) implement the promised 'Manufacturing capacity' submitted by him in his Application and/or
- (iii) achieve minimum threshold module performance parameters of efficiency and temperature coefficient as per 'MNRE PLI Scheme' Application within the scheduled commissioning date, Performance Bank Guarantees submitted by the Applicants will be forfeited by IREDA as detailed below.

For delay in fulfilment of manufacturing commitments (promised 'Extent of integration' and/or the promised 'Manufacturing capacity' and/or minimum threshold module performance parameters of efficiency and temperature coefficient as per MNRE PLI Scheme), upto 180 days after the Scheduled Commissioning Date (SCD), the Applicant

shall be levied liquidated damages in the form of encashment of the Performance Bank Guarantee on a per-day basis, pro-rata to the manufacturing commitment of each stage of integration not fulfilled as given in table below:

Sr. No.	Type of Manufacturing	Rs/MW/Day
1	Cell + Module	250
2	Ingot-Wafer	139
3	Polysilicon	222

In case the manufacturing commitments as mentioned in above paragraph are not fulfilled even after 180 days after SCD, after levy of applicable penalties in the form of encashment of PBG (as applicable), the matter shall be referred to MNRE, which shall assess the project implementation and capability of the manufacturer to fulfill the manufacturing commitments as mentioned in above paragraph and decide on whether to give further time to the manufacturer to fulfill his manufacturing commitments or remove him from the scheme in view of non-fulfillment of manufacturing commitments.

Till the time an Applicant manufacturer fully fulfills the manufacturing commitments (promised 'Extent of integration' and/or the promised 'Manufacturing capacity' and/or minimum module performance parameters (efficiency and temperature coefficient) as per MNRE PLI Scheme), he will not be eligible for any PLI. In case of delay in commissioning, the manufacturer will not be able to get PLI for full 5 years since 5 years PLI is counted from the scheduled date of commissioning of the plant.

13. Instructions to Applicants for structuring of proposals in response to Application

The Applicant including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to Application.

Submission of responses by Applicants in response to Application shall be in the manner described below:

1. Covering Letter as per **Annexure 1**
2. In case participating in a Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Annexure 2**

In the event any Member of the Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for fulfilling the requirements under this clause; provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the

respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. PBG as per **Annexure 3**

4. Board Resolutions, as per prescribed formats enclosed as per **Annexure 4** duly certified by the Company Secretary or the Director of the relevant Applicant, as applicable to the Applicant and mentioned hereunder:

- a. Resolution from the Board for taking up development of the project and participation in the selection process under the scheme.
- b. Board Resolution from the Applicant Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to Application and in the event of selection of the Projects. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
- c. Board Resolution from the Applicant Company committing equity requirement for the Project/ Board Resolutions from each of the Consortium Members for equity requirement for the Project (in case of a Consortium); and
- d. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Annexure 5** along with Board resolution from each Member of the Consortium for participating in Consortium.

6. **Attachments:**

- a. Memorandum of Association, Article of Association needs to be attached along with the bid. The Applicant should also highlight the relevant provision, which highlights the objects relating to manufacturing of solar modules.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the Applicant Company, the same has to be amended and submitted within 1 month of issue of Letter of award, if the proposed manufacturing unit is selected for the PLI.
 - Construction plan along with pert chart
 - If the selected Applicant wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision, which

highlights the objects relating to manufacturing of solar modules has to be submitted within 2 months from date of issue of LOA by IREDA.

- b. Certificate of Incorporation of Responding Company/ all member companies of Responding Consortium.
- c. A certificate of shareholding of the Applicant Company, its Parent and Ultimate Parent (if any) duly certified by Company Secretary as on a date within 30 days prior to the last date of response submission. IREDA 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 Application conditions have been complied with and the Applicant will ensure submission of the same within the required timelines.
- d. Certified copies of annual audited accounts for the last three financial years, i.e., FY 2017-18, 2018-19, 2019-20.
- e. Details of all types of securities/instruments, which are pending conversion into equity whether optionally or mandatorily.

Annexure 1 : Covering Letter

COVERING LETTER

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

Ref.No. _____

Date: _____

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

Tel. #:

E-mail address#

To

Indian Renewable Energy Development Agency Limited
3rd Floor, August Kranti Bhawan,
Bhikaji Cama Place, New Delhi -110066

Sub: Response to invitation of Applications for Selection of manufacturers for Setting up Manufacturing Capacities for High Efficiency Solar PV Modules under the Production Linked Incentive(PLI) scheme

Dear Sir/ Madam,

We, the undersigned [insert name of the 'Applicant'] having read, examined and understood in detail the Application including Qualification Requirements in particular, hereby submit our response to Application.

We confirm that in response to the aforesaid Application, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to Application other than this response to Application, directly or indirectly, in response to the aforesaid Application.

We also confirm that we, including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to Application for 'Setting up Manufacturing Capacities for High Efficiency Solar PV Modules' under the Production Linked Incentive(PLI) scheme.

We are submitting Application for the development of following Solar PV Module Manufacturing Project(s): -

Sr. No	Capacity (MW)	Extent of Integration

1. We give our unconditional acceptance to the Application, dated [Insert date in dd/mm/yyyy], attached thereto, issued by IREDA. In token of our acceptance to the Application along with the amendments and clarifications issued by IREDA and accordingly submit the response to Application.
2. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) for the selected Projects as mentioned in IFA, within the given timeframe, our allocation would be cancelled and allotted to Applicants in waiting list.
3. We undertake that our Application is as per terms and conditions of the Application documents without any deviations/ exceptions. In case of any deviation from the scheme guidelines our Application is liable to be rejected at the sole discretion of IREDA.
4. We will provide all the information / documents as requested by IREDA or its representative (individual or firm) during the period of implementation of this scheme. We also undertake to provide unrestricted access to the IREDA or its representative (individual or firm) for physical inspection for implementation of PLI scheme.
5. We understand that Manufacturing units which have imported capital goods for setting up the module manufacturing facility before the last date of bid submission will not be eligible for participation under the PLI scheme. We confirm that the no such import has been made for the proposed units by us. Further, we understand that if same is found to be true for our units under the scheme, IREDA will be entitled to cancel the allocation to our units and we agree to pay any charges towards penalties/recoveries as imposed by IREDA including the encashment of PBG, if submitted.
6. Our proposed manufacturing facility is Greenfield/ Brownfield facility only. (strike out whatever is not applicable)
7. We understand that PLI rate for such Brownfield projects will be 50% of the rate for Greenfield projects. Brownfield projects will refer to all such new solar PV manufacturing capacities set up by the existing solar PV manufacturers which share some common infrastructure facilities with the pre-existing solar PV manufacturing capacities or addition of new manufacturing lines in the existing solar PV manufacturing facilities.
8. MNRE will also make provisions for adequate safeguards, including for periodical special audits and appointing technical organisations to conduct sample checks to verify claims of manufacturers in respect of module efficiency and temperature coefficient.

9. The manufacturers will be required to provide documents in support of the PLI claimed for a particular year based on (i) sales (watt) of modules, (ii) percentage of local value addition and (iii) PLI rate (as per the position in Performance Matrix).

10. The decision of MNRE/IREDA would be final and binding upon us for release of PLI.

11. We have submitted our response to Application strictly IFA and 'MNRE PLI Scheme', without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

12. Acceptance: -

We hereby unconditionally and irrevocably agree and accept that the decision made by IREDA in respect of any matter regarding or arising out of the Application shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by IREDA in respect of award of Projects according to our preference order as above and in line with the provisions of the Application, shall be binding on us.

13. Familiarity with Relevant Indian Laws & Regulations: -

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to Application, in the event of our selection as Successful Applicant.

14. In case of our selection as the Successful Applicant under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of Application.

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

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

17. The information submitted in our response to the Application is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Application.

18. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to Application].

19. Contact Person

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

Name & Designation :

Company :

Address :
Phone Nos. :
Mobile Nos. :
E-mail address :

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

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

Thanking you,

Yours faithfully,

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

Annexure 2 : Format for Power of Attorney

FORMAT FOR POWER OF ATTORNEY

(Applicable only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favour of the Lead Member)

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to Application No.....

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

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

It is expressly understood that in the event of the Consortium being selected as Successful Applicant, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves commissioning of the project capacity awarded.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day of under the Common Seal of our Company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)

Accepted

(Signature, Name, Designation and Address

of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

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

Annexure 3 : Format for Performance Bank Guarantee

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted cumulatively for Entire allocated capacity)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [Insert name of the Applicant] (hereinafter referred to as 'selected Solar PV module manufacturer) submitting the response to Application inter alia for selection of the Project **anywhere in India** of the capacity of MW, at[Insert name of the place], in response to the Application dated..... issued by Indian Renewable Energy Development Agency Limited (hereinafter referred to as IREDA) and IREDA considering such response to the Application of[Insert name of the Applicant] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar PV module manufacturer and issuing Letter of Award/Intent No _____ to _____ (Insert Name of selected Solar PV module manufacturer) as per terms of Application.

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

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

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

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

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

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

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

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SMS to IREDA's Banker (i.e. Bank of Baroda) and a confirmation in this regard is received by IREDA.

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

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

Annexure 4 : Format of board resolution to undertake the project

FORMAT OF BOARD RESOLUTION TO UNDERTAKE THE PROJECT

“EXTRACT OF THE MINUTES OF BOARD OF DIRECTORS OF M/S _____ HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY The Board of Directors of the Company proposed to undertake a _____ MW High Efficiency Solar PV Module Manufacturing Project (description of Project) at _____ (address of the Project) in the State of _____ (indicate the State). The Board, after deliberations, passed the following Resolutions:

RESOLVED THAT the Board be and is hereby authorised to undertake a _____ MW capacity of _____ High Efficiency Solar PV Module Manufacturing Project at _____ as per the guidelines of PLI scheme for High Efficiency Solar PV Module Manufacturing Project issued by MNRE

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to Application vide Application No. _____ for “Setting up of MW High Efficiency Solar PV Module Manufacturing Project under PLI scheme of MNRE”, including signing and submission of all documents and providing information/ response to Application to Indian Renewable Energy Development Agency Limited (IREDA), representing us in all matters before IREDA, and generally dealing with IREDA in all matters in connection with our bid for the said Project. (**To be provided by the Bidding Company or the Lead Member of the Consortium**)

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest equity in the Project. (**To be provided by the Bidding Company**)

[Note: In the event the Applicant is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest equity in the Project.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [*Insert the name of other Members in the Consortium*] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. (***To be provided by each Member of the Bidding Consortium including Lead Member***)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the Application. [***To be passed by the Lead Member of the Bidding Consortium***]

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Annexure 5 : Format for consortium agreement

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____

(hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to Application (Application No. _____ dated _____) issued by Indian Renewable Energy Development Agency Limited (IREDA) a Company incorporated under the Companies Act, 2013, and having its Registered Office at India Habitat Centre, East Court, Core-4A, 1st Floor, Lodhi Road, New Delhi - 11 00 03

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS, IREDA had invited response to Application vide its Request for Selection (Application) dated _____

WHEREAS the Application stipulates that in case response to Application is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by IREDA wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the Application for self and agent for and on behalf of Member-2, - ----, Member-n and to submit the response to the Application.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that the controlling shareholding (having not less than 51% of the voting rights and paid-up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Applicant, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of IREDA in terms of the Application.

12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to Application.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this Application except with prior written consent of IREDA.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of IREDA.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the Application.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s-----[Member 2]

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

Annexure 6 : Undertaking for not taking benefit under any other scheme of MNRE/MEITY/GOI

(To be submit by the Company on non judicial stamp paper of Rs 100)

We undertake that we have not availed any benefit under the MNRE's tender(s) for solar Power Purchase Agreements linked to PV manufacturing or SIPS/ M-SIPS programme of Ministry of Electronics & Information Technology (MEITY). We confirm that the no such incentive has been availed for the proposed units by us. Further, we understand that if same is found to be true for our units under the scheme, IREDA will be entitled to cancel the allocation to our units and we agree to pay any charges towards penalties/recoveries as imposed by IREDA including the encashment of PBG, if submitted.

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Annexure 7 : Undertaking Undertaking for RBI's Defaulter and Wilful Defaulter Lists, SEBI Debarred List and CIBIL Score

Undertaking for RBI's Defaulter and Wilful Defaulter Lists, SEBI Debarred List and CIBIL Score

(To be submit by the Company on non judicial stamp paper of Rs 100)

We undertake that we, or any of our Affiliates/parent Company, is not a wilful defaulter to any lender, and that there should is no major litigation pending or threatened against the Applicant or any of our Affiliates which are of a nature that could cast a doubt on our ability or the suitability of the Application to undertake the Project.

(Along with the same Applicant shall provide details of presence in RBI's Defaulter and Wilful Defaulter Lists, SEBI Debarred List and CIBIL Score, if any needs to be submitted/disclosed)
(Signature, Name & Designation of the person authorized vide Board Resolution Dated ____)

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Annexure A: Production Linked Incentive Scheme 'National Programme on High Efficiency Solar PV Modules'

Annexure-I

Guidelines for Production Linked Incentive Scheme 'National Programme on High Efficiency Solar PV Modules'

Sub: Scheme Guidelines for Implementation of the Production Linked Incentive scheme 'National Programme on High Efficiency Solar PV Modules' for achieving manufacturing capacity of Giga Watt (GW) scale in High Efficiency Solar PV modules.

1.0 Introduction & Background:

1.1 On 11 November, 2020, the Cabinet approved introduction of Production Linked Incentive (PLI) Scheme for 10 key Sectors, for enhancing India's manufacturing capabilities and exports under Atmanirbhar Bharat initiative. One of the 10 sectors for which introduction of Production Linked Incentive (PLI) has been approved by the Cabinet is 'High Efficiency Solar PV Modules' for which Ministry of New & Renewable Energy (MNRE) has been designated as the implementing Ministry. The financial outlay for PLI for 'High Efficiency Solar PV Modules', as approved by the Cabinet and communicated vide NITI Aayog's Order No. 13(176)/2020-I&M (I) dated 20.11.2020, over a five-year period is ₹ 4,500 crore.

1.2 Background:

India has set an ambitious target of setting up 1,75,000 MW capacity of renewable energy by 2022 and 4,50,000 MW by 2030. On the basis of techno-economic analysis, Central Electricity Authority (CEA) has indicated in their Optimum Energy Mix report that 2,80,000 MW capacity from solar energy will be needed by 2029-30. To achieve the target, around 25,000 MW solar energy capacity is needed to be installed every year, till 2030. Solar capacity addition presently depends largely upon imported solar PV cells and modules as the domestic manufacturing industry has limited operational annual capacities of around 2,500 MW for solar PV cells and 9,000-10,000 MW for solar PV modules.

2.0 Aims and Objectives:

2.1 Aim: To promote manufacturing of high efficiency solar PV modules in India and thus reduce import dependence in the area of Renewable Energy.

2.2 Objectives:

- a. To build up solar PV manufacturing capacity of high efficiency modules.
- b. To bring cutting edge technology to India for manufacturing high efficiency modules. The scheme will be technology agnostic in that it will allow all technologies. However, technologies which will result in better module performance will be incentivised.
- c. To promote setting up of integrated plants for better quality control and competitiveness.
- d. To develop an ecosystem for sourcing of local material in solar manufacturing.
- e. Employment generation and technological self-sufficiency.

3.0 Implementation Methodology:

The Ministry of New and Renewable Energy has decided to implement a National Programme on Solar PV Manufacturing involving Production Linked Incentive (PLI) to enhance domestic

manufacturing capacity of High Efficiency Solar PV Modules, for which the Cabinet has given approval on 11th November, 2020 and allocated an amount of ₹ 4,500 crore to be spent over a period of five years.

3.1 Implementing Agency:

- (i) The PLI scheme will be implemented by MNRE through Indian Renewable Energy Development Agency (IREDA) as Implementing Agency. IREDA will be responsible for providing secretarial, managerial and implementation support and carrying out other responsibilities as assigned by MNRE from time to time. The responsibilities of IREDA inter alia, include receipt of applications, examination and appraisal of applications as per the modalities of this scheme, issuing acknowledgements to applicants, making appropriate recommendations to MNRE after assigning inter-se ranking for approval of beneficiaries, examination of claims of beneficiaries for disbursement of PLI, verification and reconciliation of disbursement claims with prescribed documents and making appropriate recommendations to MNRE in this regard, compilation of data regarding progress and performance of the scheme through Quarterly Review Reports and other information / documents. IREDA will also submit progress to MNRE on a quarterly basis along with details of disbursement claims received for PLI, amount disbursed, reasons for delay in disbursement of the incentives etc. IREDA will be eligible to get 1% of the PLI amount disbursed as administrative charges on annual basis.
- (ii) IREDA will have the right to carry physical inspection of an applicant's manufacturing units and offices through site visits. It will take help of National Institute of Solar Energy (NISE) for measurement of efficiency and temperature co-efficient of modules. If required, MNRE may also designate National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited labs, etc. for such measurement.

3.2 Selection of beneficiaries: Beneficiaries of the PLI scheme will be selected through a transparent bidding process. Applications will be shortlisted after consideration of the following parameters:

- a) **Extent of Integration:** Preference will be given to manufacturers who propose to set up a fully integrated solar PV manufacturing plant using silicon based technology (starting from the stage of manufacturing of polysilicon, to Ingot/Wafer to Solar Cell and Module) or fully integrated Thin Film technology or any other technology. However, in order to qualify for the bid, the applicant manufacturer will have to promise minimum integration across solar cells and modules.
- b) **Manufacturing Capacity:** Preference will be given to manufacturers who set up higher capacity plants. However, in order to qualify for the bid, the applicant manufacturer will have to undertake to set up a manufacturing plant of minimum 1,000 MW capacity (1,000 MW each for all individual stages included in the manufacturer's proposal).
- c) **Minimum module performance:** Manufacturers will also have to fulfill following minimum performance parameters:

Minimum module efficiency of 19.50% with temperature coefficient of P_{max} better than -0.30% per degree Celsius

Or

Minimum module efficiency of 20% with temperature coefficient of P_{max} equal to or better than -0.40% per degree Celsius

3.3 Inter se ranking of the bidders and other eligibility conditions:

- a) **Inter se ranking:** Bidders who fulfill the minimum conditions as specified in para 3.2 (a), (b) and (c) above will be shortlisted. Subsequently, they will be assigned marks, for determining their inter-se position as per the following selection criteria table:

SELECTION CRITERIA Table			
Parameter	Stages of manufacturing	Marks	Max Marks
1. Extent of Integration	Stage-1: Manufacturing of Polysilicon from outsourced (imported/domestic) M.G. Silica + Stage-2: Manufacturing of Ingots-Wafers from Stage-1 Polysilicon + Stage-3: Manufacturing of solar cells from Stage-2 Wafers + Stage-4: Manufacturing of Modules from Stage-3 Solar Cells or Fully integrated manufacturing of Thin Film plant or fully integrated plant of any other technology	50	50
	Stage-2: Manufacturing of Ingots-Wafers from outsourced Polysilicon + Stage-3: Manufacturing of solar cells from Stage-2 Wafers + Stage-4: Manufacturing of Modules from Stage-3 Solar Cells or similar level of integration of any other technology	35	
	Stage-3: Manufacturing of solar cells from outsourced Wafers + Stage-4: Manufacturing of Modules from Stage-3 Solar Cells or similar level of integration of any other technology	20	
2. Manufacturing Capacity (in MW)	4,000 MW & above	50	50
	3,500 MW and above but less than 4,000 MW	45	
	3,000 MW and above but less than 3,500 MW	40	
	2,500 MW and above but less than 3,000 MW	35	
	2,000 MW and above but less than 2,500 MW	30	
	1,500 MW and above but less than 2,000 MW	25	
	1,000 MW and above but less than 1,500 MW	20	

Note: The bidder manufacturer getting higher marks will get preference in allocation of manufacturing capacity under the PLI scheme. In case of equal marks, the bidder/ manufacturer quoting least total PLI amount for five years' period as per Para 3.5 below, followed by higher 'Extent of integration' followed by higher 'Manufacturing Capacity' will get priority in selection.

- b) **Bidders eligible for PLI:** The bidder manufacturer can be a single company or a Joint Venture/ Consortium of more than one company. However, in case of Joint Venture/Consortium, a partner/company will be allowed to tie up their manufacturing capacity (of any stage) with another partner/company for one bid only. The selection of the beneficiaries will be done by the bucket filling method keeping in view the overall PLI limit of ₹ 4,500 crore, and the PLI requirements quoted by the bidders. The bidder getting highest marks/inter se position will get PLI amount for five years as quoted by him followed by 2nd bidder and so on till the PLI amount of ₹ 4,500 crore is exhausted. Manufacturing units which have availed any benefit under the MNRE's tender(s) for solar Power Purchase Agreements linked to PV manufacturing or SIPS/ M-SIPS programme of Ministry of Electronics & Information Technology (MEITY) will not be eligible for benefits under this programme. Manufacturing units which have imported capital goods for setting up the module manufacturing facility before the last date of bid submission will not be eligible for participation under the PLI scheme.

- c) **Waiting List:** A waiting list on the basis of marks (valid for six months from the date of selection of the bidder manufacturers) will be maintained in case of substantial over subscription of the bid. In case, the Ministry gets additional financial outlay over and above ₹ 4,500 crore, the waiting list will be cleared following the same bucket filling method.
- 3.4 **Greenfield & Brownfield projects:** Greenfield new solar PV module manufacturing units will be eligible for PLI. Brownfield projects will also be allowed to participate subject to the fulfilment of prescribed eligibility criteria for greenfield projects as mentioned at 3.2(a), 3.2(b) and 3.2(c). PLI rate for such Brownfield projects will be 50% of the rate for Greenfield projects. Brownfield projects will refer to all such new solar PV manufacturing capacities set up by the existing solar PV manufacturers which share some common infrastructure facilities with the pre-existing solar PV manufacturing capacities or addition of new manufacturing lines in the existing solar PV manufacturing facilities.
- 3.5 **Calculation of Production Linked Incentive (PLI):**
- (i) PLI will be calculated as per following formula: $PLI (\text{₹}) \text{ to manufacturers} = \text{Sales Volume (Wp)} \times \text{Base PLI Rate (₹/Wp as per position in Performance Matrix mentioned in para 3.7)} \times \text{Tapering Factor as explained in para 3.7.1 (1.4, 1.2, 1, 0.8, 0.6 for 1st, 2nd, 3rd, 4th \& 5th year respectively)} \times \text{Local Value Addition expressed in fraction of one}$. At the time of bidding, the bidders will also have to submit the quantum of total PLI required for the five year period post commissioning of the manufacturing unit. They will calculate PLI requirement for each individual year, based on the estimated values of the parameters in the formula above.
- (ii) The actual PLI given to a manufacturer will depend on actual sales or the maximum capacity awarded under the PLI scheme, whichever is less, as explained in para 3.6, his actual position in the Performance Matrix and actual local value addition. However, the bidders, will in no case, be eligible for any PLI over and above the PLI requirement quoted by them for a particular year. In case a selected manufacturer fails to meet the extent of integration or manufacturing capacity promised at the time of selection, he will not get any PLI till he overcomes these deficiencies. If the manufacturer achieves the promised levels subsequently, he will be eligible for PLI from the next month following the month in which he achieved the promised levels of integration and capacity. However, in such cases, the manufacturer will not be able to get PLI for full 5 years since 5 years PLI is counted from the scheduled date of commissioning of the plant. In case, the modules manufactured by a selected manufacturer do not meet the minimum performance parameters mentioned at para 3.2(c), then he will not get any PLI in respect of such modules.
- 3.6 **Maximum Sales (in MW) covered:** Though a manufacturer can bid for any capacity (MW), the maximum capacity that can be awarded, to one bidder under the PLI scheme, is 50% of the bid capacity (capacity which he has promised to set up in his bid) or 2000 MW, whichever is less, to accommodate at least three manufacturers under the overall envelope of ₹ 4,500 crore. PLI will be given on actual production and sales of high efficiency module by the selected units. In case, the annual sales (in MW) of a unit is more than the capacity (in MW) awarded to it, PLI will be limited to the sales (MW) equal to the capacity (MW) awarded under the PLI scheme.
- 3.7 **Performance Matrix:** On the basis of module efficiency and module's temperature co-efficient of P_{max} (hereinafter also referred to as module's temperature co-efficient), 'Base PLI rate' will be determined in ₹/Watt peak (₹/Wp) as per the Performance Matrix Table given below:

PERFORMANCE MATRIX TABLE						
	Module Efficiency (%) →	During five Year period after commissioning				
		Base PLI Rate (₹/Wp)**				
		Less than 19.50%	19.50% and above but less than 20%	20% and above upto 21.5%	Above 21.5% & upto 23%	Above 23%
Module's Temperature Coefficient of Pmax* (in % per degree Celsius) ↓	Position		W	X	Y	Z
Worse than -0.40		0	0	0	0	0
-0.40 to -0.30	A	0	0	2.50	3.00	3.50
Better than -0.30	B	0	2.25	2.75	3.25	3.75

* Pmax = Maximum Power at Standard Test Conditions (STC), i.e. Irradiance 1000 W/m², cell temperature 25°C, air mass (AM)= 1.5; Module's temperature coefficient refers to percentage change in Pmax per degree Celsius rise in temperature

** Increase in the Base PLI Rate (₹/Wp) of ₹0.25/Wp for different module efficiency has been kept to motivate and incentivize manufacturers for producing higher efficiency module which requires higher investment for R&D.

- 3.7.1 Tapering of PLI:** In order to give a signal to solar PV manufacturing industry that they will need to be competitive after five years, the PLI rate (₹/Wp) will be higher in the beginning and lower towards the end of five-year period. To achieve the objective of tapering down the PLI rate (in ₹/Wp), the PLI rate (₹/Wp) will be multiplied by a tapering factor of 1.4 for the 1st year of the five year 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.
- 3.8 Disbursement of PLI:** The manufacturing units sanctioned under the programme would be eligible for getting PLI on annual basis on sales of high efficiency solar PV modules for 5 years from commissioning or 5 years from scheduled commissioning date, whichever is earlier. Consequently, in case of delayed commissioning, the PLI period will reduce from 5 years by the quantum of such delay in commissioning. A team constituted by MNRE or IREDA will visit the manufacturing unit immediately after its commissioning to verify promised extent of integration, manufacturing capacity, efficiency and temperature co-efficient of modules. The manufacturers will be asked to give a self-declaration and a Statutory Auditor's or Chartered or Cost Accountant's certificate in support of claims of PLI. The manufacturers will be required to provide documents in support of the PLI claimed for a particular year based on (i) sales (watt) of modules, (ii) percentage of local value addition and (iii) PLI rate (as per the position in Performance Matrix). Documents required to be submitted by manufacturer for availing PLI will be detailed out in the tender documents. MNRE will also make provisions for adequate safeguards, including for periodical special audits and appointing technical organisations to conduct sample checks to verify claims of manufacturers in respect of module efficiency and temperature coefficient.
- 3.9 Local Value Addition:** Manufacturers will be encouraged to source their material from domestic market. The PLI amount will increase with the increased local value addition. The percentage of Local Value Addition will be calculated as follows:

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

- 3.10 Timelines for commissioning of solar PV manufacturing facilities:** The time-period allowed for commissioning of solar PV manufacturing units under the Scheme is as follows:

Type of solar PV manufacturing plant	Time allowed for commissioning
Stage-1: Manufacturing of Polysilicon from outsourced (imported/domestic) M.G. Silica + Stage-2: Manufacturing of Ingots-Wafers from Stage-1 Polysilicon + Stage-3: Manufacturing of solar cells from Stage-2 Wafers + Stage-4: Manufacturing of Modules from Stage-3 Solar Cells or Fully integrated manufacturing of Thin Film plant or fully integrated plant of any other technology	Within 3 years from date of sanction
Stage-2: Manufacturing of Ingots-Wafers from outsourced Polysilicon + Stage-3: Manufacturing of solar cells from Stage-2 Wafers + Stage-4: Manufacturing of Modules from Stage-3 Solar Cells or similar level of integration of any other technology	Within 2 years from date of sanction
Stage-3: Manufacturing of solar cells from outsourced Wafers + Stage-4: Manufacturing of Modules from Stage-3 Solar Cells or similar level of integration of any other technology	Within 1.5 years from date of sanction

3.11 Penalties:

- In case a selected manufacturer fails to meet the promised integration or capacity or minimum module performance after his selection, he will not get any PLI till he overcomes these deficiencies. If the manufacturer achieves the promised levels subsequently, he will be eligible for PLI from the next month following the month in which he achieved the promised levels. However, in such cases, the manufacturer will not be able to get PLI for full 5 years since 5 years PLI is counted from the scheduled date of commissioning of the plant.
- Bidders will have to submit, at the time of signing of Contract Agreement with IREDA, Performance Bank Guarantees (PBG). In case they fail to implement the promised 'Extent of integration' or the 'Manufacturing capacity' submitted by them in their bids, within scheduled commissioning date, Bank Guarantees commensurate to the manufacturing commitments not fulfilled by the bidder will be forfeited by IREDA and balance Bank Guarantees will be released by them. Detailed modalities in this regard will be given in tender documents.
- To ensure that the bidder-manufacturers quote realistic year-wise PLI requirement, so as to accommodate more beneficiaries, in case of actual PLI claimed by the successful bidder-manufacturer in a particular year is less than the amount of PLI quoted by him, at the time of bid submission, for that particular year, by 25% or more, then the amount of PLI to be disbursed to such manufacturer for that particular year will be limited to 95% of the PLI amount, which he

would have been otherwise eligible (as per his sales, position in performance matrix and local value addition) for that particular year.

3.12 Monitoring of the PLI scheme and power to remove difficulties:

- (i) As approved by the Cabinet on 11th November 2020, the Empowered Group of Secretaries (EGoS) chaired by Cabinet Secretary will monitor the PLI scheme, undertake periodic review of the outgo under the scheme, ensure uniformity of all PLI Schemes and take appropriate action to ensure that the expenditure is within the prescribed outlay. Any changes required in the modalities of the scheme, subject to the condition that the overall financial outlay remain within ₹ 4500 crore, will be placed for consideration of the EGoS.
- (ii) Any changes required in the scheme guidelines, without changing the modalities which require placing before EGOS as mentioned in Para 3.12(i) above, will be done with the approval of Hon'ble Minister (New & Renewable Energy), subject to the condition that the overall financial outlay remain within ₹ 4500 crore.
