

**No. 244/3/2022 - Wind
Government of India
Ministry of New and Renewable Energy
(Wind Energy Division)**

Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi 110003
Date: 11.09.2024

To

The Pay & Accounts Officer,
Ministry of New and Renewable Energy,
New Delhi- 110003

Subject: Scheme Guidelines for Implementation of "Viability Gap Funding (VGF) Scheme for offshore wind energy projects"- Reg.

Sir/Madam,

I am directed to convey the sanction of the President of India for the implementation of "VGF Scheme for the implementation of offshore wind energy projects" of 1000 MW capacity for the period from issuance of this order till FY 2031-32 with an outlay of Rs. 6853 Crore.

2. Objectives:

The objective of these guidelines is to commission 1000 MW of offshore wind energy projects.

3. Implementation Methodology: The Scheme will be implemented as per the detailed Scheme Guidelines at **Annex**.

4. The Guidelines for competitive bidding process for award of offshore wind power projects under this scheme is placed at **Appendix**.

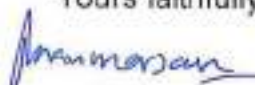
5. The expenditure on this scheme will be met from the budget provisions given under the VGF for establishment of 1000 MW offshore wind energy capacity.

6. Solar Energy Corporation of India (SECI) shall be implementing agency for implementation of this scheme.

7. This issues in exercise of the powers conferred on this Ministry and with the concurrence of IFD vide their Diary No. 209 dated 11.09.2024.

8. This has the approval of the Hon'ble Minister of New and Renewable Energy.

Yours faithfully


(Dr Prabir Kumar Dash) 11.9.24
Scientist-E


Enclosed: As above

Copy to:

1. All Central Government Ministries and Departments
2. Secretary, Ministry of Power, Shram Shakti Bhawan, New Delhi
3. Secretary, Ministry of Ports, Shipping and Waterways, New Delhi
4. Solar Energy Corporation of India (SECI), 6th Floor, Plate- B, NBCC Office, Block Tower-2, East Kidwai Nagar, New Delhi- 110023
5. Chairman, Central Transmission Utility of India Limited
6. Additional Chief Secretary, Energy & Petrochemicals Department, Government of Gujarat, Gandhinagar, Gujarat - 382010
7. Principal Secretary, Energy Department, Government of Gujarat, Chennai - 600009
8. Principal Director of Audit, Scientific Audit- II, DGCAR, I.P. Estate, Delhi -11002
9. Director General (Local Bodies), Office of the Comptroller & Auditor General, Deendayal Upadhyay Marg, New Delhi

Internal Distribution:

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(Dr Prabir Kumar Dash) 11.09.24
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Scheme Guidelines for Implementation of “Viability Gap Funding (VGF) Scheme for offshore wind energy projects”

1. Introduction

Offshore wind is a source of renewable energy which offers several advantages over onshore wind and solar projects, such as higher adequacy & reliability, lower storage requirement and higher employment potential. An offshore wind energy project consists of various systems and subsystems, such as offshore wind turbines which are linked to offshore substations(s) and undersea cables from offshore substation to onshore substation connecting to the national grid which enable the generation of power off the coast, and its transmission to the mainland. The offshore wind energy project requires installation of offshore structures, foundations, installations of turbines, laying of inter array power cables & export power cables and substations in marine environment. i.e., Offshore substation.

The Government of India has approved the “Viability Gap Funding (VGF) scheme for offshore wind energy projects” with a total outlay of Rs. 7453 crore including VGF of Rs 6853 crore for installation of 1000 MW of offshore wind energy projects off the coast of Gujarat and Tamil Nadu (including administrative charges payable to SECI) and grant of Rs 600 crore for upgradation of two ports to meet the logistics requirements for offshore wind energy projects. These incentives are aimed at kick-starting offshore wind energy projects in India. This document lays down the framework for the proposed incentives for development of offshore wind energy projects. The operational guidelines for upgradation of ports to meet the logistics requirements for offshore wind energy projects will be issued by Ministry of Ports, Shipping and Waterways.

2. Title of Scheme: Viability Gap Funding (VGF) Scheme for implementation of the offshore wind energy projects

3. Budgetary Outlay: Rs. 6853 crore for Offshore wind energy projects

4. Objective of the guideline: The objective of the guidelines is to commission 1000 MW of offshore wind energy projects.

5. Project locations:

National Institute of Wind Energy (NIWE), an autonomous body under Ministry of New and Renewable Energy (MNRE), has conducted studies and surveys for a site equivalent to 1000 MW project capacity off the coast of Gujarat and has already published two years' wind assessment data. The first offshore wind project site of 500 MW capacity off Gujarat coast is identified. The site for 500 MW capacity off Tamil Nadu coast will be finalised once study/survey for the same is completed by NIWE.

6. Implementation Methodology

The Scheme will be implemented through a transparent selection process for award of VGF, details of which are furnished in the succeeding paragraphs.

6.1. Implementation Agency

- i. The scheme will be implemented by MNRE through Solar Energy Corporation of India Limited (SECI) as the Implementing Agency. SECI 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 SECI inter alia, include receipt of applications, examination and appraisal of applications as per the provisions of the scheme, issuing acknowledgements and letters of award to applicants, examination of claims of beneficiaries for disbursement of VGF, verification and reconciliation of disbursement claims with prescribed documents, compilation of data regarding progress and performance of the scheme through Quarterly Review Reports and other information/documents. SECI will also submit progress to MNRE on a quarterly basis along with details of disbursement claims received for VGF, amount disbursed, reasons for delay in disbursement of the VGF, etc. SECI will be eligible to get 0.5% of the VGF amount disbursed as administrative charges on annual basis.
- ii. SECI will have the right to carry out physical inspection of an applicant's project sites and offices. It may take help of third-party agencies for verification of technical parameters. If required, MNRE may also designate National Accreditation Board for Certification Bodies (NABCB) accredited agencies or third-party certification agencies, etc. for such verification.
- iii. SECI shall issue bid(s) for the 500 MW offshore wind project off the coast of Gujarat after issuance of these Guidelines. The bid(s) for the remaining 500 MW off the coast of Tamil Nadu shall only be issued after consultation with NIWE regarding availability of necessary study/ survey data for the site.
- iv. SECI shall sign the PPA with the Offshore Wind Power Developer (OWPD) for the contract period i.e. 25 years and back-to-back sign Power Sale Agreement (PSA) with DISCOMs of concerned states.

6.2. Guiding Principles

- i. Under the VGF Scheme, support will be provided for implementing the offshore wind energy projects for setting up total 1000 MW offshore wind capacity (500 MW each off the coast of Gujarat and Tamil Nadu).
- ii. The disbursal will be through SECI based on achievement of milestones and submission of claims as indicated in the para 6.4.1.
- iii. The VGF proposed under this scheme will be provided till the F.Y. 2031-32.



6.3. Selection of bidders for award of incentive

The details of selection process of bidders for award of VGF is outlined in this section.

6.3.1. Bid process

SECI will invite bid(s) for competitive selection of bidder through International competitive bidding. Successful bidders will be eligible to access the VGF as detailed in the document. The bidders will be required to quote required VGF per MW as part of their Financial Bid under this RfS, which shall be less than or equal to the ceiling limit. The bidders will have the option for Greenshoe option for allocation of additional capacity up to 50 MW so that total capacity of the project does not exceed 550 MW.

6.3.2. Selection process

The bid(s) invitation will be on a single-stage two envelope basis wherein first envelope will be the technical bid and the second envelope will be the financial bid. The selection of the bidder will be based on financial bid wherein the bidder will quote the VGF amount. The technical bid will be opened first and evaluated, and only the qualified bidders will be considered for the financial bid, which will further undergo e-reverse auction with an upper cap in the VGF amount.

- i. The selection of the OWPD will be carried out through e-bidding process. The Project site identified under this RfS shall be allocated to a single Bidder for setting up a single Project.
- ii. The total number of Bidders shortlisted for the e-reverse auction shall be decided as mentioned below:
 - a. In case the number of technical qualified Bidders is more than 3, the lowest ranked bidder, i.e., the bidder quoting the highest VGF (the "H1 Bidder") shall be eliminated at this stage, and the remaining technical qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
 - b. In case the number of technical qualified Bidders is 3 or 2, all of them will be shortlisted for e-RA.
- iii. Subsequent to conclusion of the e-RA process, the Bidder ranked highest, i.e. quoting the lowest VGF, i.e. being the "L1 Bidder", shall be declared as the Successful Bidder under the RfS and awarded 'Letter of Award'.
- iv. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted VGF being the same), they will be considered in the chronological order of their last quoted VGF during the e-RA with preference to be given to that Bidder who has quoted his last VGF during the e-RA, earlier than others.
- v. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

- Step 1: L1 rank will be given to the Bidder who has quoted the lowest in Financial Bid. In case of the Bidders still getting tied, following step (Step 2) will be followed.
- Step 2: Ranking will be done based on draw of lots.

6.3.3. Eligibility Parameters of bidding

The technical bid shall be evaluated and qualified based on technical as well as financial eligibility criteria to be detailed out in RfS. The technical eligibility criteria shall include, but not limited to, following parameters:

- i. Experience in commissioning offshore wind energy projects, or
- ii. Experience in commissioning onshore wind energy projects in India, or
- iii. Experience in commissioning offshore infrastructure projects

The financial eligibility criteria shall include, but not limited to, following parameters:

- i. Net-Worth / Asset under Management (AUM)/ Investible Funds,
- ii. Average Annual Turnover of the last 3 (three) Financial Years,

6.3.4. Capacity allocation

The total aggregated capacity of the offshore wind energy projects to be set up under the scheme shall be 1000 MW (500 MW each off the coast of Gujarat and Tamil Nadu). Subsequent to the discovery of the VGF per MW being sought by the Successful Bidder, in case of savings in the VGF sanctioned, the successful bidder shall be offered the additional capacity under the 'Greenshoe Option', limited to maximum 50 MW offshore wind capacity, on pro rata basis. The additional capacity (MW) to be offered shall be calculated based on the lowest VGF per MW discovered under the RfS and will be offered at the lowest discovered VGF rate (INR/MW). In case the allocated VGF under the RfS is found inadequate for execution of the project capacity, the proposed projects capacity will be reduced in multiple of 10 MW and revised RfS will be issued for implementing reduced capacity.

6.3.5. Seabed Lease Deed Agreement

After securing the 'Letter of award', the successful developer will proceed for obtaining stage-II clearance as per National offshore wind energy policy 2015. NIWE will facilitate the developer in obtaining the stage-II clearance. On receipt of requisite clearances and permits from various Ministries/Departments, Offshore Wind Project Developer (OWPD) will sign an agreement called 'Seabed Lease Deed Agreement' with the Central Government for the grant of lease and for setting up of offshore wind energy capacity in line with Offshore Wind Energy Lease Rules, 2023 notified by the Central Government. Subsequent to signing of 'Seabed Lease Deed Agreement', the OWPD shall commence the construction and development activities.

6.4. Milestone based Payment of incentives to successful bidders

6.4.1. VGF disbursement schedule.

The disbursement of the VGF amount to the offshore wind power developer(s) will be based on achievements of pre-defined milestones as under.

Sr. No.	Milestone	Release of VGF amount (calculated as % of total VGF sanctioned)
1.	Completion of Foundation Works	25%
2.	Commissioning of 50% of full project capacity	35%
3.	Commissioning of full Project capacity/capacity finally accepted under the Power Purchase Agreement (PPA).	35%
4.	After 1 year of successful operation of the Project	05%
5.	Total	100

Note: The first instalment of VGF amount shall be disbursed only after pari-passu contribution made by the developer in the form of Equity/Debt or both.

6.5. Timelines for Commissioning

The successful bidders allotted capacities under the scheme must commission the project within 48 months from the date of signing of PPA.

6.6. Earnest Money Deposit (EMD)/ Performance Bank Guarantees (PBG)

- i. Bidders will have to submit, at the time of bid submission, Earnest Money Deposit (EMD) as prescribed in the RfS document.
- ii. Successful bidder who has been awarded capacity will have to submit Performance Bank Guarantees (PBG)/ other similar performance guarantee instruments, at the time of accepting the award as prescribed in the RfS document.
- iii. The successful bidder will have to submit Bank Guarantee against VGF at the time as prescribed in the RfS document.

6.7. Penalties

- i. The RfS document will inter-alia, contain provisions regarding forfeiture of EMD in case of selected bidder refusing to submit the requisite documents/ Performance Bank Guarantee (PBG)/ or any other Performance Guarantee Instrument as per RfS Document/ extant guidelines or the selected bidder not meeting eligibility criteria upon submission of documents.

- ii. In case of default or delay in project commissioning, commensurate bank guarantees/ other similar performance guarantee instruments will be forfeited by SECI, as penalty. Detailed modalities in this regard will be given in RfS documents. Encashment of EMD, bank/other guarantees, accrued interest or other penalties collected by SECI will be remitted to the Consolidated Fund of India by SECI as per rule-230 (8) of GFRs 2017.

6.8. Connectivity with the Grid

The Project should be designed for interconnection with the Inter-State Transmission System (ISTS) in accordance with the prevailing Central Electricity Regulatory Commission (CERC) regulations in this regard.

Interconnection/Metering Point for the Project shall be the offshore pooling substation constructed as part of the ISTS network. Evacuation of power from the Project up to the offshore Metering/Interconnection Point shall be the responsibility of the (OWPD). The OWPD shall set up the Project including inter-array cables to connect the Project with offshore sub-station at the specified voltage level (66kV). The offshore sub-station and beyond transmission infrastructure would be developed by Central Transmission Utility (CTU). Bay construction at the offshore pooling Substation for injection of power from the Project shall be under the scope of CTU. SECI will provide the coordinates of the offshore substation in consultation with CTU.

The offshore transmission asset developer will be facilitated for allocation of required sea bed, if any.

6.9. Quality Control:

The wind turbines to be installed under the scheme shall have type certificate as per relevant IEC or BIS standard, issued by accredited certification body.

6.10. Role of National Institute of Wind Energy (NIWE)

- a. NIWE will act as the Nodal agency and provide technical support for the installation and commissioning of offshore wind energy projects under this scheme as designated under the offshore Wind Energy Policy, 2015 and Offshore Wind Energy Lease rules 2023. The developer will provide all the project related data, including study/ survey and operation/ generation, etc., to NIWE.
- b. NIWE will also facilitate the successful bidder in obtaining the stage-II clearance as per National offshore wind energy policy, 2015.

6.11. Power Offtake Arrangement:

For procurement of power from the State of Gujarat and State of Tamil Nadu the power offtake arrangements are as under:



- a. For the state of Gujarat, successful developer is entitled to receive the tariff of Rs. 4.5/kWh fixed for the entire term of the PPA agreement.
- b. For the state of Tamil Nadu, successful developer is entitled to receive the tariff of Rs. 4/kWh fixed for the entire term of the PPA agreement.

Note: Under this scheme, no trading margin shall be charged by the SECI as an Intermediary Procurer.

6.12. Monitoring

A Scheme Monitoring Committee (SMC) under the Chairmanship of Secretary, MNRE and comprising representative from MNRE, Ministry of Power (MoP), Ministry of Ports, Shipping and Waterways (MoPSW), SECI, CTU, NIWE, State Energy departments, Managing Directors of concerned State Nodal Agencies, and experts from other organisations may be required for the purpose, shall periodically review of the status of implementation/development of Offshore wind energy projects as indicated in the scheme. The committee will also facilitate/recommend measures to resolve difficulties, if any. The committee may also call selected bidder to the meeting in order to facilitate simultaneous commissioning of evacuation infrastructure and offshore wind project.

7. Power to amend Scheme guidelines.

If there is need for any amendment or clarification to the scheme guidelines for better implementation, such amendments will be made with the approval of Hon'ble Minister, New and Renewable Energy within the broad framework of Cabinet approval.

GUIDELINES FOR COMPETITIVE BIDDING PROCESS FOR AWARD OF OFFSHORE WIND POWER PROJECTS UNDER VIABILITY GAP FUNDING (VGF) SCHEME

1. BACKGROUND

- 1.1. The Government of India had notified the National Offshore Wind Energy Policy in October 2015 with an objective to develop the offshore wind energy projects at the high wind potential sites along the coastline of the country. The policy nominates the National Institute of Wind Energy (NIWE) as the Nodal Agency, and the Ministry of New and Renewable Energy (MNRE) as the Nodal Ministry for development of Offshore Wind Energy in India.
- 1.2. MNRE published a Strategy Paper for Establishment of Offshore Wind Energy Projects in July 2022, with further revision in September 2023, specifying various business models for establishment of offshore wind projects indicating a bidding trajectory of 37 GW capacity / site allocation till 2030. One of the business models described in the Strategy Paper includes provision of Central Financial Assistance for offshore wind energy projects through a Viability Gap Funding (VGF) mechanism.
- 1.3. The Ministry of External Affairs notified the Offshore Wind Energy Lease Rules in December 2023 to allow for leasing of seabed in the Exclusive Economic Zone of India for the purpose of development of offshore wind energy projects.
- 1.4. Preliminary studies carried out by NIWE across the coastline of India indicates good for offshore wind power development. The offshore wind energy potential within the identified zones off the coast of Gujarat and Tamil Nadu has been estimated to be about 70 GW.
- 1.5. The Union Cabinet has approved a 'Viability Gap Funding (VGF) scheme for offshore wind energy projects' on 19.06.2024 for a total outlay of Rs. 7453 Crores. for installation and commissioning of 1 GW of offshore wind energy projects (500 MW each off the coast of Gujarat and Tamil Nadu), and grant for upgradation of two ports to meet logistics requirements for offshore wind energy projects. The scheme envisages to award 1 GW of offshore wind energy projects through competitive bidding on the basis of VGF amount sought by developers to arrive at a pre-fixed tariff.

1.6. Section 63 of the Electricity Act provides for adoption of the tariff by the Appropriate Commission if the same has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government.

2. OBJECTIVES OF GUIDELINES

The specific objectives of these Guidelines are as follows:

- a) To facilitate renewable capacity addition and attainment of minimum share of consumption of non-fossil sources (renewable energy) by distribution licensees and other designated consumers; and
- b) To provide a transparent, fair, standardized procurement framework based on open competitive bidding with appropriate risk-sharing between various stakeholders to enable procurement of power at competitive prices in consumer interest, improve bankability of projects and ensure reasonable returns to the investors;
- c) To provide for a framework for the inter-state / intra-state, long-term, sale-purchase of power as a further measure to derisk the sector.

3. APPLICABILITY OF GUIDELINES

3.1 These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for procurement of electricity by the 'Procurer(s)', from grid-connected Offshore Wind Power Projects ('OWPP').

Explanation:

- a) **'Procurer(s)'**: The term 'Procurer(s)', as the context may require, shall mean the distribution licensee(s), or their Authorized Representative, or an Intermediary Procurer.
- b) **'Authorised Representative' of the Procurer(s)**: In cases, where the Power Purchase Agreement (PPA) signing agency and the agency carrying out the tendering / bidding process are different, the agency carrying out the tendering / bidding process shall be deemed to be the Authorized Representative of the 'Procurer' and shall, on behalf of the Procurer, be responsible for fulfilling all the obligations imposed on the 'Procurer' during the bidding phase, in accordance with these Guidelines.
- c) **'Intermediary Procurer'**
 - (i) In some cases, an intermediary, as designated by Ministry of New and Renewable Energy, Government of India, or a State Government, may be tasked to aggregate the power purchased from different generators and sell it to the distribution licensee(s) / consuming entities / open access consumers. In such



cases, the distribution licensee(s) / consuming entities / open access consumers shall be the "End Procurer" and the intermediary shall be "Intermediary Procurer" for the purposes of these Guidelines.

- (ii) The Intermediary Procurer shall enter into a Power Purchase Agreement (PPA) with the OWPG(s) and also enter into a Power Sale Agreement (PSA) with the End Procurer. The PSA shall contain the relevant provisions of the PPA on a back-to-back basis.
 - (iii) As long as the Intermediary Procurer has followed these Guidelines for procurement of power, the End Procurer shall be deemed to have followed these Guidelines for procurement of power.
- d) **'Offshore Wind Power Generator (OWPG) / Generator'**: The term 'Offshore Wind Power Generator / Generator', wherever used in these Guidelines, shall refer to a generator and supplier of electricity generated through wind power generating assets installed off the coast.
- e) **Scheduled Commencement-of-Supply Date (SCSD)**: Scheduled Commencement-of-Supply Date (SCSD) in relation to the contracted capacity shall mean the date corresponding to the date of commencement of supply as indicated in the RfS (Request for Selection).

3.2 The provisions of these Guidelines shall be binding on the Procurer, Authorised Representative and Intermediary Procurer. The process to be adopted in the event of any deviation proposed from these Guidelines is specified in Clause 20 of these Guidelines.

3.3 Principles outlined in these Guidelines may be suitably detailed in the Standard Bidding Documents [consisting of Model Request for Selection (RfS) Document, Model Power Purchase Agreement and Model Power Sale Agreement].

3.4 In case there are any ongoing bids wherein the last date of bid submission is after the date of notification of these Guidelines, then the bid documents in respect of such bids shall be appropriately modified to bring them in alignment with these Guidelines.

4. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

The Procurer shall meet the following conditions:

4.1. Bid Documentation:

- a) Prepare the bid documents in accordance with these Guidelines.
- b) Seek approval of the MNRE for deviations, if any, in the draft RfS, draft PPA, draft PSA (if applicable) from these Guidelines and / or Standard Bidding



Documents (SBDs), in accordance with the process described in Clause 20 of these Guidelines.

However, if the Procurer while preparing the draft RfS, draft PPA, draft PSA and other Project agreements provides detailed provisions that are consistent with the Guidelines, such detailing will not be considered as deviations from these Guidelines.

4.2. Arrangements related to Commencement of Supply:

- a) The RfS may specify additional milestones for the project with respect to first steel in water, completion of foundation, connectivity etc. as well as regular reporting requirements by the Generator and shall specify penalties with respect to non-compliance with such milestones/requirements. Obtaining all clearances, permits, licenses including arrangement of seabed lease and connectivity to the Grid and access (if applicable) prior to scheduled date of commencement of supply of power shall be the responsibility of the OWPG and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc.
- b) The leasing of the seabed shall be governed as per 'Offshore Wind Energy Lease Rules, 2023'. Further, in accordance with the 'National Offshore Wind Energy Policy' NIWE will accept applications for Clearances/NOCs from the project developers as a facilitator, and coordinate with concerned Ministries/Departments for the Clearances/NOCs. However, all applications for Clearances/NOCs will be dealt in entirety by the concerned Ministry/Department.

5. BID STRUCTURE

5.1. Bid Size: For the first two tenders, the Procurer will invite the bids for 500 MW capacity each off the coast of Gujarat and Tamil Nadu. For subsequent tenders, bid size will be determined based on the directions of the MNRE.

5.2. Bidding Parameters:

5.2.1. VGF amount shall be the bidding parameter for award of offshore wind power projects. The Procurer shall specify a fixed tariff (in Rs./kWh terms) at which the power generated from these projects must be supplied. The Procurer may also specify a benchmark VGF amount and, in that case, the bidder has to quote its VGF not more than the benchmark VGF. The VGF amount quoted

shall be fixed in Rs./MW. The term "tariff" used in these Guidelines shall refer to "VGF".

5.2.2. The Procurer may choose to allocate the entire tendered capacity to L1 bidder, quoting the lowest VGF.

5.2.3. The Procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be specifically mentioned in the notice inviting bids and bid document. The Procurer may disclose in the RIS, the prevailing incentives available to the OWPGs.

6. POWER PURCHASE AGREEMENT

The draft PPA proposed to be entered into with the successful bidder and draft PSA (if applicable) shall be issued along with the RIS. Standard provisions to be incorporated as part of the PPA shall include inter alia the following, which, unless otherwise specified herein, shall be provided for on a back-to-back basis in the PSA:

6.1. PPA Period: The PPA period shall generally be for a period of 25 (twenty-five) years from the date of the SCSD or from the rescheduled date of commencement of supply to the extent of extension given by the Procurer on the grounds which are beyond control of the OWPG. The developers shall be free to operate their plants after the expiry of the PPA period, subject to availability of Lease, transmission connectivity etc.

6.2. Quantum of Power: The procurement of power will be in power (MW) terms.

6.2.1. Procurement in Power Terms (MW):

- a. In case of procurement in power (MW) terms, the range of Capacity Utilisation Factor (CUF) will be indicated in the bidding documents. Calculation of CUF will be on yearly basis. In case the project generates and supplies energy less than the energy corresponding to the minimum CUF, the OWPG will be liable to pay to the Procurer, penalty for the shortfall in supply below such contracted CUF level. The amount of such penalty will be calculated @ 50% (fifty per cent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.
- b. In case of availability of energy more than the maximum CUF specified, OWPG will be free to sell it to any other entity. In case the Procurer purchases the excess generation, the same may be done at the PPA tariff, and provision to this effect shall be clearly indicated in the RIS document.



- c. The OWPG may also sell the power which was offered on day ahead basis to the procurer(s) (within the Contracted Capacity) but not scheduled by the Procurer(s), to any third party or power exchange without requiring NOC from the Procurer(s).

6.2.2. The penalty for non-performance shall be as specified in the RfS. The scheduling and its punching thereof at different Regional Load Despatch Centres (RLDCs) / State Load Despatch Centres (SLDCs) (including the injecting, intervening and buyer SLDCs/ RLDCs) shall be the responsibility of OWPG only.

6.2.3. Deviation Settlement Mechanism (DSM): For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. The DSM charges at the generator ends shall be settled by the OWPG.

6.3. Payment Security: Adequate payment security shall be provided as per Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 including amendments and clarification, if any, thereof, issued from time to time. In addition, the intermediary procurer may maintain a payment security fund. In this regard, the OWPG shall undertake to pay PSM charges at the rate of Rs. 5.00 Lakh per MW.

6.4. Force Majeure: The PPA shall contain provisions with regard to force majeure definitions, exclusions, applicability and available relief on account of force majeure, as per the industry standards. The OWPG shall intimate the Procurer about the occurrence of force majeure within 15 (fifteen) days of the start of the force majeure and the Procurer shall respond on his claim within 15 days of the receipt of the intimation.

6.5. Generation Compensation for Off-take Constraints: If the Procurer does not off-take power scheduled by OWPG, the penalty shall be in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

6.5.1. Generation Compensation in offtake constraints due to Grid Unavailability:

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the OWPG. In such cases the

generation compensation shall be addressed by the Procurer in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as beyond 72 hours in a Contract Year as defined in the PPA:	<p>Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract year)]</p> <p>Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year.</p> <p>The excess generation by the Generator equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p> <p><i>Contract Year, shall be as defined in PPA</i></p>

- 6.5.2. Payment in case of reduced offtake:** In case the plant is available to supply power but the off take of power is not done by the Procurer, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE Power, the Generator shall be eligible for payment from the Procurer, corresponding to the reduced off take, in terms of following manner:

Duration of Reduced Offtake	Provision for Generation Compensation
Reduced off-take beyond 72 hours in a year, as defined in the PPA	<p>Generation Compensation = [(Tariff × RE power (MW) offered offered but not scheduled by Procurer) × 1000 × No. of hours of reduced offtake]</p> <p><i>However, in the case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted</i></p>



	<i>against the Generation compensation payable, on monthly basis.</i>
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6.5.3. For claiming compensation under Clause 6.5.2, the generator must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by the procurer.

6.6. Event of Default:

- a) For Delay in commencement of supply of power beyond the delay period as indicated in clause 14.5, the generator event of default shall be construed to have occurred and consequences shall be in accordance with Clause 14.5.
- b) In the event the Generator fails to maintain energy supply corresponding to the minimum CUF and for the time period as declared in the PPA, the Generator shall be in default and the PPA shall be liable to be terminated. Further, the Generator shall be liable to pay to the Procurer, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated minimum CUF.
- c) In the event that the Generator assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Generator shall pay to the Procurer, damages, equivalent to 24 (twenty four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated CUF. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.
- d) In addition to the levy of damages as aforesaid, in the event of a default by the Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution provisions provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Generator within the stipulated period, the Procurer may terminate the PPA.
- e) If the Procurer/Intermediary procurer is in default on account of reasons including *inter alia* failure in timely payment of the dues, in accordance with



the RFS or repudiation of the PPA, the Generator may terminate the PPA and at its discretion. The defaulting Procurer shall pay to the Generator, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of charges for its contracted capacity with the stipulated CUF. In case of default by the End Procurer, the Intermediary Procurer may tie up the respective capacity with an alternate End Procurer, within a timeline as stipulated in the PPA. In case of an alternate tie-up, the above damages will not be required to be paid to the Generator by the defaulting End Procurer.

6.7. Change in Law: The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power vide notification dated 22nd October 2021 including amendments and clarification thereof issued from time to time.

7. BIDDING PROCESS

7.1. The Procurer / Intermediary Procurer shall call for the bids adopting a single stage two-part (**Technical Bid & Financial Bid**) bidding process to be conducted through electronic mode (e-bidding). **The technical bid shall be opened first. The financial bids of only those bidders who qualify in the technical bid shall be opened.** The procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be specifically mentioned in the notice inviting bids and bid document. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used.

7.2. The Procurer shall invite the bidders to participate in the RFS for installation of Offshore Wind Power Projects (OWPPs) in terms of these Guidelines.

7.3. Developers who have already set up capacity or who have spare untied capacity may also participate in the bid. It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RFS for the respective Project(s).

7.4. The bidding documents including the RFS, draft PPA and draft PSA (if applicable) shall be prepared by the Procurer in consonance with these Guidelines and the SBDs, if any.

7.5. The Procurer shall publish the RFS notice in at least two national newspapers or its own website to accord wide publicity.



7.6. The Procurer shall provide opportunity for pre-bid conference to the prospective bidders and shall provide written interpretation of the bid documents to any bidder which shall also be made available to all other bidders. All the concerned parties shall rely solely on the written communication. Any clarification or revision to the bidding documents shall be uploaded on the website of the Procurer for adequate information. In the event of the issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 (seven) days therefrom, for submission of bids.

8. REQUEST FOR SELECTION (RFS) DOCUMENT

The standard provisions to be provided by the Procurer in the RFS document shall include the following and may be suitably expanded:

8.1. Bid Responsiveness: The bid shall be evaluated only if it is responsive and satisfies conditions including *inter-alia* –

- a) Bidder or any of its Affiliates¹ is not a willful defaulter to any lender.
- b) As on last date of bid submission, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank, etc, or the United Nations or any of its agencies.

8.2. Qualification requirements to be met by the bidders:

8.2.1. Technical Criteria: The Government would like to encourage competition by way of increased participation. However, in order to ensure proper implementation of the projects, the Procurer may choose to specify technical criteria. Such criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved. Cut-off date for meeting the technical criteria should generally be kept as the end date of the financial year that is previous to

¹ **Affiliate** in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.



the financial year in which the bid is being floated.

8.2.2. Financial Criteria:

a) Networth:

- (i) The Procurer shall specify financial criteria in the form of networth as a part of the qualification requirement. The net-worth requirement should be at least 30% of the Estimated Capital Cost for OWPP for the year in which bids are invited or any other criteria specified in the RIS.
- (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 performance bank guarantees in case the bidder(s) fail to do so in accordance with the RIS document.
- (iii) It is clarified that the net-worth to be considered for this clause will be the total net-worth as calculated in accordance with the Companies Act.

- b) Liquidity:** It is necessary that the bidder has sufficient cash flow/ internal accruals to manage the fund requirements for the project. Accordingly, the Procurer may also stipulate suitable parameters such as annual turnover, internal resource generation, bidding capacity etc.

8.3. Quantum of the Earnest Money Deposit (EMD): Procurer will specify the quantum of the Earnest Money Deposit (EMD), which shall not be less than two percent of the estimated capital cost of the WPP or any other criteria specified in the RIS, in the form of a bank guarantee / letter of undertaking to pay, to be furnished by the bidders. Forfeiture of EMD or debarring etc., as defined in these Guidelines, shall be undertaken in the event of failure of the OWPG to execute the PPA within the stipulated time period.

8.4. Compliance of FDI Laws by foreign bidders: In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

9. BID SUBMISSION AND EVALUATION

9.1. Formation of consortium by the bidders shall be permitted, in which case the consortium shall identify a lead member which shall be the contact point for all correspondences during the bidding process. A 50-50% shareholding arrangement



in the Consortium shall also be allowed, subject to nomination one of the shareholders as the Lead Member. The Procurer may specify technical and financial criteria, and lock-in requirements for the lead member of the consortium.

- 9.2. The Procurer shall constitute committee for evaluation of the bids (Evaluation Committee), with at least three members, including at least one member with expertise in financial matters / bid evaluation.
- 9.3. The bidders shall be required to submit separate technical and price bids. Bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.
- 9.4. The technical bids shall be evaluated to ensure that the bids submitted meet the eligibility criteria set out in the RfS document on all evaluation parameters. Only the bids that meet the evaluation criteria set out in the RfS shall be considered for further evaluation on the price bids.
- 9.5. To ensure competitiveness, the minimum number of qualified bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
- 9.6. The price bid shall be rejected, if it contains any deviation from the bid conditions. No clarifications shall normally be requested from bidders at this stage.
- 9.7. The detailed procedure for evaluation of the bid and selection of the bidder shall be provided for in the RfS.

10. INDICATIVE TIMETABLE FOR BID PROCESS

- 10.1. In the bidding process, a minimum period of 22 (twenty-two) days shall be allowed between the issuance of RfS documents and the last date of bid submission. The indicative timetable for the bidding process is indicated below.

Timetable for Bid Process

Sl. No.	Event	Time from Zero date
1.	Date of issue of Request for Selection (RfS) document, Project specific draft Power Purchase Agreements and other draft Project Agreements, and the Power Sale Agreement (PSA), if applicable.	Zero Date

2.	Bid clarification, conferences, opening of online Data Room to share all Project specific details including site, if specified by Procurer etc. & revision of RIS document	**
3.	RIS bid submission	91 days
4.	Evaluation of technical bids	133 days
5.	Evaluation of financial bids and conduction of e-Reverse Auction	168 days
6.	Issuance of Letter of Award (LoA)	179 days
7.	Signing of PPA & PSA (if applicable)	209 days

** In case of any change in RIS document, the Procurer shall provide Bidders additional time in accordance with clause 7.6 of these Guidelines.

Note: It is clarified that if the Procurer gives extended time for any of the events in the bidding process, on account of delay in achieving the activities required to be completed before the event, such extension of time shall not in any way be deviation from these Guidelines.

10.2. In normal circumstances, the bidding process is likely to be completed in a period of 179 (one hundred and seventy nine) days.

11. CONTRACT AWARD AND CONCLUSION

11.1. The PPA shall be signed with the SPV formed by the successful bidder.

11.2. The procurer shall constitute a committee for evaluation of the RIS bids. After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RIS bids shall critically evaluate the bids and certify as appropriate that the bidding process and the evaluation has been conducted in conformity to the provisions of the RIS document. The evaluation authority should satisfy itself that the price of the selected offer is reasonable and consistent with the requirement. The evaluation committee shall have the right to reject all price bids if the rates quoted are not aligned to the prevailing market prices.

11.3. For the purpose of transparency, the Procurer shall publicly disclose the name(s) of the successful Bidder(s) and the VGF amount quoted by them together with breakup into components, if any. The public disclosure shall be made by posting the requisite details on the website of the Procurer for at least 30 (thirty) days.

11.4. Subject to provisions of the Act, the Intermediary Procurer/End Procurer shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act within 30 (thirty) days of signing of

PPA in accordance with these Guidelines.

11.5. (i) Subsequent to the distribution licensee or Intermediary Procurer, as the case may be, approaching the Appropriate Commission for adoption of tariffs under Section 63 of the Act, in case, the Appropriate Commission does not decide upon the same within sixty days of such submission or within 120 (one hundred and twenty) days from the date of Power Sale Agreement (PSA), whichever is more, the Procurer(s) shall grant appropriate extension of time in SCSD to the generators, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption / approval by the Appropriate Commission till the date of adoption/ approval by the Appropriate Commission.

(ii) In addition to the above, the End Procurer shall be responsible for obtaining necessary approvals from its respective SERC under Section 86(1)(b) of the Act, for the capacity being procured. In case of delay in grant of the requisite approval by the Commission beyond 210 days of signing of PSA, the Procurer(s) shall grant appropriate extension of time in SCSD to the generators, commensurate to the delay in such approval. This extension will run concurrent with the extension granted on account of Clause 11.5 (i) above.

12. BANK GUARANTEES / PAYMENT ON ORDER INSTRUMENTS / LETTERS OF UNDERTAKING

The OWPG shall provide the following bank guarantees / letter of undertaking to pay to the Procurer in terms of the RfS.

12.1. **Earnest Money Deposit (EMD)** as per Clause 8.3 to be submitted along with response to RfS in the form of:

a) Bank Guarantee(s);

OR

b) "Payment on Order instrument" / Letter of Undertaking, to pay in case of default of OWPG in terms of tender condition, from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC)/ REC Limited (REC).

"Payment on Order instrument" means Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking

financial institutions under Ministry of New & Renewable Energy (MNRE) / Ministry of Power (MoP)], to pay in case situation of default of generator in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Procurer on demand within stipulated time. Generators can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Procurer(s) shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.

OR

- c) Insurance Surety Bonds and any other instruments as announced by Ministry of Finance from time to time.

12.2. Performance Bank Guarantee (PBG) shall be 3% (three percent) of the Estimated Capital Cost for wind power project for the financial year in which the bids are invited or as per the upper limit stipulated by Ministry of Finance from time to time, whichever is lower. PBG shall be submitted at the time of signing of the PPA, in the form of:

- a) Bank Guarantee(s):

OR

- b) "Payment on Order instrument" / Letter of Undertaking, to pay in case situation of default of OWPG in terms of tender condition arises, from Indian Renewable Energy Development Agency (IREDA) / Power Finance Corporation Limited (PFC) / REC Limited (REC).

OR

- c) Insurance Surety Bonds and any other instruments as announced by Ministry of Finance from time to time.

12.3. In addition to the other remedies, this PBG (or alternatives provided thereto as per these Guidelines) can be encashed to recover any damages / dues of the generator in terms of the PPA. It is hereby clarified that the damages / dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the generator under the PPA, shall be remitted to the Consolidated Fund of India by SECI. PBG (or

alternatives provided thereto as per these Guidelines) shall be returned to the generator within 45 days of commencement of power supply from the last part capacity of the project or the Project capacity finally accepted under the PPA.

- 12.4. Procurer(s) may release the Bank Guarantees submitted by a Generator as 'Performance Bank Guarantee (PBG)', if the Generator is able to replace the same with "Payment on Order instrument" / Letter(s) of Undertaking to pay in case situation of default of generator in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC). Generators can seek such Letters(s) by offering due security to the above mentioned three nonbanking financial institutions (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the implementing agencies.

13. SHAREHOLDING BY THE PROMOTER

- 13.1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV / project company executing the PPA shall not fall below 51% at any time prior to 1 (one) year from the SCSD except with the prior approval of the Procurer. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV / project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the SCSD, except with the prior approval of the Procurer. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control² till 1 (one) year from the SCSD, except with the prior approval of the Procurer. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.
- 13.2. Any change in the shareholding after the expiry of 1 (one) year from the SCSD can be undertaken under intimation to Procurer.
- 13.3. In the event the OWPG is in default to the lender(s), lenders shall be entitled to undertake 'Substitution of Promoter' in concurrence with the Procurers.

14. COMMENCEMENT OF SUPPLY OF POWER

- 14.1. The Power Purchase Agreement between the OWPP and Procurer / Intermediary

² The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

Procurer shall clearly indicate the Scheduled Commencement of Supply Date (SCSD) and quantum of supply.

14.2. Commencement of Supply Schedule: The projects shall commence supply of power from full Project capacity within a period of 48 (forty-eight) months from the date of execution of Power Purchase Agreement.

14.3. Part-Commencement of Supply of Power: Part-commencement of supply of power from the Project shall mean commencement of power supply from Part-capacity of the Project. It shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. Subsequent part capacities shall be accepted in multiples of 50 MW, with the last part capacity being the balance remaining capacity. However, the SCSD will not get altered due to part commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the bid.

14.4. Early Commencement of Supply of Power: The OWPG shall be permitted for commencement of supply from full as well as part capacity of the Project even prior to the SCSD subject to availability of transmission connectivity and General Network Access (GNA). In cases of early part or full commencement of supply of power, the developer shall give fifteen (15) days' advance notice to both End Procurer(s) and Intermediary Procurer regarding the advance commissioning of full or part capacity. The End Procurer(s) and Intermediary Procurer shall give acceptance for availing such power within 15 days from the date of service of notice. In case, both the End Procurer(s) do not give their acceptance to purchase power within the stipulated period, the developer can sell the power to the extent not accepted by the End Procurer(s) and Intermediary Procurer in the power exchanges or through bilateral arrangements.

Provided that in case both the End Procurer(s) and Intermediary Procurer give their acceptance to purchase the power, the End Procurer(s) will be accorded priority in availing such power.

Provided further that in such cases tariff payable by the End Procurer(s) and the Intermediary Procurer shall be equal to the PPA tariff.

14.5. Delay in commencement of supply of power, beyond the SCSD shall involve penalties on the OWPG, as detailed below:

- a. For Delay in commencement of supply of power upto 12 (twelve) months from SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per-day basis and proportionate to the contracted capacity that has not commenced supply of power.
- b. For Delay in commencement of supply of power beyond the deadline as stipulated in clause 14.5.a., the contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the delay period as stipulated in clause 14.5.a. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated. It is clarified that since minimum part capacity allowed for commencement of power supply is 50 MW, in case the Project capacity finally installed at the end of delay period as per Clause 14.5.a., is below 50 MW, the same shall be accepted to avoid wastage of power and resource, and will be considered as the revised Project capacity under the tender.
- c. It is clarified that termination of the PPA on account of the Generator surrendering the full/part Contracted Capacity, at any stage prior to the maximum timeline as specified in Cl.14.5.a above, will result in encashment of PBG corresponding to the capacity being surrendered, in addition to provisions of Cl. 14.5.b above.

15. TRANSMISSION CONNECTIVITY

- 15.1. The responsibility of getting Transmission Connectivity to ISTS network under GNA regulation will lie with the Generator and shall be at the cost of Generator.
- 15.2. The Metering Points, which are the points at which energy supplied to the Procurer shall be measured, shall be the low voltage side of the CTU/STU substation. All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the Generators without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurers as per the regulation notified by the Commission from time to time.

16. ISTS CHARGES AND LOSSES

ISTS charges and losses on transmission of power, including waiver for wind power, shall

be as per extant rules and regulations.

17. ROLE OF NIWE

The National Institute of Wind Energy (NIWE) will act as the Nodal Agency for the development of offshore wind energy in the country, and will carry out the responsibilities entrusted to it under the National Offshore Wind Energy Policy dated, 6th October, 2015 including its subsequent amendments and clarifications issued from time to time.

18. ROLE OF STATE NODAL AGENCIES

The State Nodal Agency appointed by respective State Government will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commencement of supply of power from the Projects within the scheduled timeline. This may include facilitation in the following areas:

- i. Coordination among various State and Central agencies for speedy implementation of projects
- ii. Support during commencement of supply of power from the projects

19. PERFORMANCE MONITORING

All wind power projects shall install necessary equipment to continuously measure wind resource data and other weather parameters and electrical parameters from each wind turbine. They are required to submit this data through an online portal to NIWE for monitoring the performance for the entire life of the wind turbine.

20. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case it becomes imperative for the Procurer / Intermediary Procurer to deviate from these Guidelines and / or the SBDs, the same shall be subject to approval by the MNRE prior to bid submission deadline.

21. DISPUTE RESOLUTION

In the event CERC is the Appropriate Commission, any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the CERC. All other disputes shall be resolved by Dispute Resolution Committee set up by the Government, failing which by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event SERC / JERC is the Appropriate Commission, then all disputes shall be adjudicated by the SERC / JERC or shall be referred for arbitration by the SERC /

JERC.

22. CLARIFICATION AND MODIFICATION TO GUIDELINES

If any difficulty arises in giving effect to any provision of these Guidelines or interpretation of the Guidelines or modification to the Guidelines, Ministry of New and Renewable Energy is empowered to do the same.

