

F. No. 53/14/2016-WE
Ministry of New and Renewable Energy

Ministry has sanctioned a Scheme for Setting up of 1000 MW CTU-connected Wind Power Projects on 14 June 2016. As provided under the scheme MNRE has prepared draft guidelines for implementation of the scheme. The same is being placed on the website of the Ministry for comments/suggestions/views of the stakeholders.

2. The comments/suggestions/views on the draft guidelines may please be sent through email (preferably in word format) by 24 June 2016 to:

Shri J. K. Jethani
Scientist-D
Ministry of New & Renewable Energy
Block-14, CGO Complex, Lodhi Road
New Delhi-110003
Tel/Fax- 24362728
Email: jethani.jk@nic.in

F. No. 53/14/2016-WE
Ministry of New and Renewable Energy
Government of India

Guidelines for Implementation of Scheme for Setting up of 1000 MW CTU-connected Wind Power Projects

1. INTRODUCTION

1.1. Background

The wind power deployment in the country started in early 90s and with the conducive policy environment provided at Central and State level this segment has achieved highest growth amongst the other renewable energy technologies. The present wind power installed capacity in the country is nearly 26.7 GW sharing around 9 % of total installed capacity. Globally India is at 4th position in terms of wind power installed capacity after China, USA and Germany.

The Government of India has set an ambitious target of achieving 175 GW power capacity from renewable energy resources by 2022 and out of this 60 GW to come from wind power.

The wind power potential in the country is assessed by the National Institute of Wind Energy (NIWE) at 100 meter above ground level, which is estimated to be over 302 GW. Most of this potential exists in 8 windy States namely Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu and Telangana.

In order to facilitate transmission of wind power from these States to other States provisions have been made in the Revised Tariff Policy published in the Gazette of India on 28 January 2016, to waive off the inter-state transmission charges and losses for inter-state sale of wind power.

The Ministry of New and Renewable Energy has formulated a Scheme for Setting up of 1000 MW CTU-connected Wind Power Projects to provide a framework for inter-state sale of wind power at a price determined through transparent competitive bidding process. This will not only facilitate the non-windy States to fulfill their non-solar RPO obligations but also boost investment in the sector thus achieving the goal of reaching 60 GW of wind power capacity by 2022.

These Guidelines shall form the basis for selection of CTU Connected WPPs under Scheme.

1.2. Total Capacity of Wind Power Projects

The Scheme will be implemented for setting up 1000 MW capacity of CTU connected WPPs by WPDs on build, own and operate basis through open and transparent competitive bidding to provide wind power at tariff discovered through e-reverse auction. However, the capacity may go higher than 1000 MW, if there is demand from Discoms of non-windy States.

WPPs already commissioned and selling wind power to any agency will not be considered under the Scheme. Projects under construction, projects which are not yet commissioned and projects commissioned but do not have any PPA with any agency will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes.

1.3. Implementation Agency

SECI will be the nodal agency for implementation of this Scheme. SECI will develop guidelines for e-bidding process followed by e-reverse auction for eligible bidders and develop a suitable mechanism for monitoring the performance of the projects. No separate funding shall be provided by MNRE to SECI for this purpose.

1.4. Scope of the Guidelines

The scope of these Guidelines is to provide the necessary framework and mechanism for implementation of Scheme for setting up of 1000 MW CTU-connected WPPs.

2. DEFINITIONS

In these Guidelines, unless the context otherwise requires,

“Affiliate” means a Company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company.

“Bidder” means Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.

“Bidding Consortium” of “Consortium” refers to a group of Companies that has collectively Submitted the response in accordance with the provisions of these guidelines.

“Company” means a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable.

“Contracted Capacity” means the same as “Project Capacity”.

“Control” means holding not less than 51% of the paid-up share capital.

“CTU” or “Central Transmission Utility” means the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.

“Equity” means:

	Paid up Share Capital
Add:	Free Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

Share premium will form an integral part of Equity provided it is realized in cash or cash equivalent. However, this condition will not apply in case of listed Companies.

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance.

“Group Company” of a Company means

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or
- (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- (iii) a company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, nonbanking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

“Inter-connection/Delivery/Metering point” means the point at 220 kV or above where the power from the wind power project(s) is injected into the Central Transmission Utility (CTU) system. Metering shall be done at this interconnection point where the power is injected into the CTU system i.e. the Delivery point. For interconnection with grid and metering, the developers shall abide by the relevant CERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member, having shareholding more than 51% in the Bidding

Consortium, which cannot be changed till 1 year from the Commercial operation Date (CoD) of the Project.

"Paid-up share capital" means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called;

Paid-up share capital includes:

- Paid-up equity share capital;
- Fully, compulsorily and mandatorily convertible Preference shares and
- Fully, compulsorily and mandatorily convertible Debentures.

"Parent" means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

"Pooling Substation/Pooling Point" means a point where more than one wind power project may connect to a common transmission system. Multiple projects can be connected to a pooling substation from where, common transmission system shall be constructed and maintained by the developer(s), to get connected to the CTU substation. The voltage level for such common line shall be 220 kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the CTU substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual projects for the purpose of billing.

"Project" is defined by separate points of injection into the grid at interconnection/ metering point at CTU substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have a separate boundary, control systems and metering.

"Project Capacity" means the maximum AC capacity at the point of injection on which the Power Purchase Agreement shall be signed.

"Project Commissioning" the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the Guidelines/PPA.

"Project Developer" or "Developer" or "Wind Project Developer (WPD)" means the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI through a competitive bidding process.

"SECI" means Solar Energy Corporation of India Limited.

"Wind Power Project" means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

“Scheme” means the MNRE Scheme for Setting up of 1000 MW CTU-connected Wind Power Projects.

“STU” or “State Transmission Utility” means the Board/Department/ Government Company notified by the respective State Government under Sub-Section (1) of Section 39 of the Electricity Act, 2003.

“Trading Company” means the Company selected by SECI to purchase wind power from selected bidders and sale of this wind power to State Utilities/DISCOMs/other Bulk Consumers.

“Trading Margin” means the margin as mutually agreed under the Scheme for sale of wind power to State Utilities/DISCOMs/other Bulk Consumers by the Trading company.

“Ultimate Parent” means a company, which owns not less than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates.

3. SELECTION AND IMPLEMENTATION OF WIND POWER PROJECTS

3.1 Selection of Wind Power Projects

The selection of wind power projects under the Scheme will be through a transparent e-bidding process for procurement of wind power at tariff discovered through open competitive bidding process. SECI will select projects based on lowest tariff offered (quoted in INR/kWh). In no case the bidder will be allowed to quote more than the feed in tariff for wind power declared by the respective SERC of the State in which the bidder proposes to install the wind power project. The bidding will be conducted through an ‘e-bidding along with e-Reverse Auction’ process and the interested bidders shall be required to register themselves on a web-based portal identified by SECI for e-bidding/e-auction.

The selection of bids will be done by SECI based on the lowest tariff offered in the ascending order as quoted by the bidders during the auctioning, till the entire bid capacity is allocated. The selected bidders will be awarded the projects based on the tariff quoted by them for the corresponding projects.

The bidders will be free to avail fiscal incentives like Accelerated Depreciation (AD), Generation based Incentive (GBI), concessional customs and excise duties, tax holidays, etc. available for such projects as per prevailing conditions and rules from central/state government. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits.

3.2 Mechanism of Operation of the Scheme

The salient feature of the overall mechanism would be as follows:

- i. **Total Aggregate Capacity:** 1,000 MW or such higher capacity as may be feasible for the Discoms of non-windy states.

- ii. **Implementation timelines:** 1000 MW capacity is envisaged for bidding in 2016-17.
- iii. **Project capacity:** It will be determined by SECI for each tender, but will not be less than 25 MW for a single project developer at one site.
- iv. **Sale of wind power:** SECI may call expression of interest/Bids for selection of a Trading Company. The Trading Company shall sign Power Purchase Agreement (PPA) with developers at bidded tariff and back-to-back Power Sale Agreement (PSA) with buying DISCOMs/State Utilities/bulk consumers at a pooled price of the total bids selected. The process of selection of Trading Company will be completed prior to issue of Request for Selection (RfS) document, so that bidders have clarity on position of Trading Company with which they are going to sign PPA. The selected Trading Company will be entitled to charge a trading margin as mutually agreed between the parties or as decided by the CERC. Trading company to share at least 25% of trading margin with SECI without any liability to SECI. The duration of PPA and PSA will be 25 years from the date of Commercial operation of the project.

All the commercial transactions under the scheme for sale and purchase of wind power between Wind Project Developer, Trading Company and Distribution Company will be governed by the PPA/PSA as the case may be. MNRE and SECI in no case shall be held responsible for any loss or damage to any company/person arising out of the provisions of the Scheme/guidelines.

- v. **Project Locations:** Projects could be set up on the locations, selected by the bidders on their own considering the techno-economic feasibility and other clearance as required under applicable rules and guidelines from central and respective state government.

3.3 Request for Selection (RfS) for Short-listing of Projects

SECI shall invite bidders to participate in the open competitive bidding process against the Request for Selection (RfS) for development of Wind Power Projects under this scheme. The bidders shall submit their bid against the RfS as per the schedule notified by SECI.

3.4 Processing Fees

The Bidders shall submit non-refundable processing fee of Rs. 2 Lakhs for each Project upto 50 MW capacity, Rs. 3 Lakhs for each Project above 50 MW capacity and below 150 MW and Rs. 10 lakh for each project of 150 MW and above capacity, along with the response to RfS.

3.5 Number of Applications by a Company and Capacity limit of allocation

A maximum capacity of 500MW Wind Power Projects shall be allotted to one company including its Parent, Affiliate or Ultimate Parent-or any Group Company. The bidder, including its Parent, Affiliate or Ultimate Parent-or any Group Company, shall submit

one single application in the prescribed format detailing all projects for which the bidder is submitting the application.

3.6 Qualification Criteria for Short-Listing of Wind Power Projects

A. Technical Criteria

The bidder should have designed, supplied, installed and commissioned a Wind Power Project of minimum capacity of 25 MW at one location in last 7 years. The Wind Power Project installed by the bidder should have been in satisfactory operation for at least one year as on date of bid opening.

It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely and successful commissioning of the Projects. In order to ensure only quality systems are installed, the type certified wind turbine models listed in Revised list of models and manufactures (RLMM) issued by NIWE will be allowed for deployment under the scheme.

B. Financial Criteria

(i) The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Technical bid opening, shall not be less than INR 5.00 Crore per MW (for the capacity quoted).

And

(ii) The net worth for the last year should not be less than INR 5.00 Crores Per MW (for the capacity quoted).

3.7 Connectivity with the Grid

- i. The project should be designed for inter-connection with the transmission network of CTU/Pooling substation at voltage level of 220 kV or above as the case may be.
- ii. The responsibility of getting the CTU connectivity shall entirely be with the wind project developer. However, for the purpose of facilitating the selection of the GSS by the WPDs, the CTU may provide the details of Sub-station wise transformation capacity available in MVA which can be injected/ evacuated at these substations which will be part of the tender document for the information of the bidders. The responsibility of getting connectivity with the CTU transmission system will lie with the Bidder. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the Wind Project Developer at his own cost. In case a Wind Project Developer is required to use the transmission system of State Transmission Utility to bring wind power at CTU point, he may do so as per rule and regulations prescribed by the respective State Electricity Regulatory Commission in this regard. The maintenance of Transmission system upto the inter-connection point shall be the responsibility of the Project Developer.
- iii. The arrangement of connectivity can be made by the WPD through a dedicated transmission line which the WPD may construct himself or get constructed by CTU/STU or any other agency. The entire cost of transmission including cost of construction of line, wheeling charges, losses etc. from the project upto the interconnection point will be borne by the Project Developer. This connectivity

- can also be achieved through a shared line with any agency or any existing line of STU, provided the energy accounts are bifurcated and clearly demarcated for the power generated at wind project and are issued by the STU/ SLDC concerned.
- iv. The WPD shall not be entitled to any deemed generation in case of any delay in connectivity to the Project / non-availability of grid/ transmission line during the term of PPA Agreement.
 - v. The WPDs are responsible for Scheduling and Deviation Settlement Mechanism (DSM) charges as per CERC/SERC Regulations as applicable and all liabilities related to LTA and Connectivity. Forecasting and scheduling shall be done by WPD as per Indian Electricity Grid Code (IEGC) as amended from time to time.

3.8 . Clearances required from the State Government and other local bodies

The projects developers are required to obtain necessary clearances as required for setting up the Wind Power Projects.

3.9 Selection of Projects under the Scheme

The selection of Projects shall be done through single stage two envelope, e-bidding and e-Reverse Auction, as detailed in the RfS document to be issued by SECI. The procedure for conducting e-bidding and e-auctioning shall be framed by SECI.

Based on the RfS notification issued by SECI, separate Technical and Financial bids will be submitted by the developer in his application. The financial bid will clearly indicate tariff offered in Indian Rupees against each project for which the bid is submitted.

3.10 Power Purchase Agreement

A copy of Standard Power Purchase Agreement to be executed between the Trading Company selected for the purpose by SECI and the Project Developer shall be provided by SECI along with Invitation for submission of response to RfS. Within one month of the date of issue of Letter of Award (LoA), the Power Purchase Agreement (PPA) between the Trading Company and the Project Developer for Purchase of Power from the project will be executed. The PPA shall be for a period of 25 years from the date of CoD.

The Trading Company will be obliged to buy the entire power as per generation schedule to be provided by the wind power project, required under grid regulations. However, the project developers are required to achieve a minimum CUF as stipulated in the Guidelines. The project developers are free to operate their projects after expiry of the 25 years of PPA period if other conditions like land lease etc., permits. However, any extension of the PPA period beyond 25 years shall be through agreements between the wind project developer, SECI, Trading Company and the buying Utilities.

The trading company will execute a Power Sale Agreement (PSA) with the State Utilities/ DISCOMs/Bulk Consumers of the buying States for sale of power to them valid for 25 years. Further, State Utilities/DISCOMs will have to maintain LC and Escrow Arrangement as may be defined in the PSA.

3.11 Bank Guarantees

The Bidder shall provide the following Bank Guarantees to SECI in a phased manner as follows:

- Earnest Money Deposit (EMD) of Rs. 10 Lakh/MW in the form of Bank Guarantee along with RfS.
- Performance Bank Guarantee (PBG) of Rs. 20 Lakh/MW within 30 days from Letter of Award.

The Bank Guarantees against EMD shall be returned to the respective Developer after PBGs are submitted by the Developer and verified by SECI.

The Project Developers are required to sign PPA with the Trading Company selected for the purpose by SECI in line with the Timeline given in the Guidelines. In case, the Developer refuses to execute the PPA within the stipulated time period, the Bank Guarantees towards EMD shall be en-cashed by SECI as penalty. In case the Project is not selected, SECI shall release the Bank Guarantees within 15 days of the issue of LoA to selected bidders. The PBGs shall be valid for a period of 24 months from the date of issuance of LoA for the Projects. The PBGs will be returned to the developers immediately after successful commissioning of their projects, after taking into account any penalties due to delays in commissioning as per provisions stipulated in 3.14.

3.12 Minimum Paid up Share Capital to be held by Project Promoter

The Company developing the project shall provide complete information in their bid against RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with SECI.

No change in the shareholding in the Company developing the Project shall be permitted from the date of submitting the response to RfS till the execution of the PPA. However, this condition will not be applicable if a listed company is developing the Project.

After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 51% of the voting rights and paid-up share capital) in the Company/Consortium developing the project shall be maintained for a period of (1) one year after commencement of supply of power. Thereafter, any change can be undertaken under intimation to SECI. Transfer of controlling the shareholding within the same group of companies will however be allowed after CoD, with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (nonrefundable) shall be deposited by the developer to SECI. This amount will go into a separate fund and will be used for development of wind energy sector as per guidelines formulated by MNRE for the purpose.

3.13 Financial Closure/Project Financing Arrangements

The Project Developer shall report tie-up of Financing Arrangements for the projects within 6 months from the date of signing Power Purchase Agreement. At this stage, the Project Developer would furnish within the aforesaid period the necessary documents to establish that the required land for project development is in clear possession of the Project Developer. The WPD shall be required to submit the transmission/connectivity agreement with the STU/CTU.

In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of Force Majeure. An extension can however be considered, on the sole request of WPD on payment of Rs. 10,000/- per day per MW. This amount will go into a separate fund and will be used for development of wind energy sector as per guidelines formulated by MNRE for the purpose.

3.14 Commissioning

Part Commissioning: Part commissioning of the Project shall be allowed by SECI, subject to the acceptance of such power by the corresponding Buying Utilities. The minimum capacity for acceptance of part commissioning shall be 25 MW or 50% of the allocated Project Capacity, whichever is higher and balance capacity thereafter in one go. The PPA will remain in force for a period of 25 years from the date of acceptance of the first part commissioning of the project.

Commissioning Schedule and Penalty for Delay in Commissioning: The selected projects shall be commissioned within 15 months from date of Letter of Award. However, SECI, in consultation with MNRE shall have the flexibility to reduce the commissioning deadline to below 15 months, in view of the prevalent conditions in the respective states and the national targets. A duly constituted Committee will physically inspect and certify successful commissioning of the project. In case of failure to achieve this milestone, SECI shall encash the Performance Bank Guarantee (BG) in the following manner:

- a. Delay up to six months - The total Performance BG on per day basis and proportionate to the balance Capacity not commissioned.
- b. In case the commissioning of the project is delayed over Six (6) months, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 24 months from the date of LoA. In case, the Commissioning of the Project is delayed beyond 24 months from the date of LoA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned, provided that the commissioned capacity is not below 25 MW or 50% of the allocated Project Capacity, whichever is higher, and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. If the WPD failed to commission project capacity of 25 MW or 50% of the allocated Project Capacity, whichever is higher within a period of 24 months from the date of LoA, apart from imposition of penalties as listed above he

shall be blacklisted and will not be allowed to participate in any other scheme of MNRE/SECI for a period to be decided by them.

The funds generated from the encashment of the Bank Guarantees shall be deposited in a separate fund under the guidance of MNRE.

In case of delays of project commissioning due to the reasons beyond the control of the WPD, SECI after having satisfied with documentary evidences produced by the WPD for the purpose, can extend the time for commissioning date by up to 3 months, without any financial implications to the WPD. For any extension beyond the period of 3 months, SECI will approach MNRE, who will be authorized to decide on further extension with the approval of Minister-in-charge, MNRE.

3.15 Electricity Generation from Wind Power Projects

Criteria for generation: The developers will declare the CUF of their project at the time of PPA and will be allowed to revise the same once within 1 year of commissioning. The declared CUF shall in no case be less than 25% over a year. They shall maintain generation so as to achieve CUF not less than 90% of their declared value during PPA duration of 25 years. The lower limit will, however, be relaxable by the Trading Company to the extent of grid non-availability for evacuation which is beyond the control of the developer. The CUF will be calculated every year from 1st April of the year to 31st March next year.

Shortfall in minimum generation: If for any Contract Year, it is found that the developer has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the developer, such shortfall in performance shall make developer liable to pay the compensation provided in the PSA as payable to buying utilities/DISCOMs and shall duly pay such compensation to trading company to enable remitting the amount to the buying utilities/DISCOMs. This will, however be relaxable by trading Company to the extent of grid non-availability for evacuation, which is beyond the control of the developer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/DISCOMs towards non - meeting of RPOs, if such compensation is ordered by the State Commission. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with trading company affecting supply of wind power by WPD.

3.16 Commercial operation Date (CoD):

The Commercial operation Date (CoD) shall be considered as the actual date of commissioning of the project as declared by the SNA/Commissioning Committee. The 25 year tenure of PPA and energy accounting shall commence from Commercial Operation Date.

The following two milestone dates for commissioning may therefore be observed and may fall on separate dates:

- (i) **Inter connection with Grid:** This may be provided by the STU/CTU on the request of the project developer, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

- (ii) **Commissioning of Project:** This will be on a date, when the project meets the criteria defined for project commissioning. SECI may authorize any individual or committee or organization to declare the project commissioned on site.

Any energy produced and flowing into the grid before CoD shall not be at the cost of Trading Company under this scheme and developers will be free to make short-term sale to any organization or individual. Trading company may agree to buy this power as a trader if they find it viable outside the Scheme.

4. OTHER PROVISIONS

4.1 Role of State Nodal Agencies (SNAs)

It is envisaged that the State Government shall appoint any Agency as a State Nodal Agency, which will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementation of projects
- Support during commissioning of projects and issue of commissioning certificates.

4.2 Role of STU/CTU

It is envisaged that the STU/CTU will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- (i) Provide connectivity to the Wind Projects with the grid
- (ii) Support during commissioning of projects
- (iii) Coordination among various State and Central agencies for evacuation of power

4.3 Performance Monitoring:

All wind power projects under the scheme shall comply the Grid Code and Regulations made thereunder. They must install necessary equipment to continuously measure wind resource data and other weather parameters and simultaneously measure the electricity generated from the each wind turbine. They will be required to submit this data to SECI and MNRE or any other designated agency through on-line and/or a report on regular basis every month for the entire duration of PPA. Further, they shall mandatorily also grant access to SECI and MNRE or any other designated agency to the remote monitoring portal of the power projects on a 24X7 basis.

4.4 Empowered Committee of MNRE

In order to facilitate smooth implementation of the scheme, an Empowered Committee under the chairmanship of Joint Secretary, MNRE shall be constituted by MNRE. If any difficulty arises in giving effect to any provision of these guidelines or interpretation of the guidelines or there is a requirement to modify the guidelines for better implementation, the matter will be referred to the Committee. Thereafter, clarifications/modifications/ rectification of anomalies, may be issued with approval of Minister in-charge.