



MODIFIED DRAFT

National Institute of Wind Energy (NIWE)

(Offshore Wind and Industrial Business Unit)

वेलाचैरी-ताम्बरम मुख्य मार्ग, चेन्नई - 600 100, तमिलनाडु, भारत

Velachery –Tambaram Main Road, Chennai - 600 100, Tamil Nadu, India

No. NIWE/OW&IB/Offshore/2017/01

Dated: ... /... /

Sub: Detailed Draft Guidelines for Offshore Studies and Surveys by Private sector

National Offshore Wind Energy Policy-2015 was notified as per the Gazette notification dated 06 October 2015 for the development of offshore wind power in India. As per the policy document, offshore wind energy development, including, setting up of offshore wind power projects and research & development activities will be carried out, in waters, in or adjacent to the country up to the seaward distance of 200 nautical miles (EEZ of the country) from the base line.

Ministry of New & Renewable Energy (MNRE) will be the Nodal Ministry for development of Offshore Wind Energy in India and act as one of the government entities, among others, for Development and Use of Maritime Space within the Exclusive Economic Zone (EEZ) of the country. National Institute of Wind Energy (NIWE), one of the arms of MNRE will act as the Nodal Agency for the development of offshore wind energy in the country.

As per the offshore policy (clause 7.4.1), preliminary wind resource assessment, oceanographic and bathymetric surveys will be carried out by NIWE. Also, interested private players having proven expertise in offshore studies and surveys may be granted permissions on case to case basis to collect data and have joint ownership with NIWE / MNRE, Government of India on it. In view of this and to encourage private participation in offshore studies and surveys, the following guidelines are issued for wind resource oceanography and bathymetric assessment:

- (i) Private developers/players, who are desirous for collecting wind data together with oceanographic and bathymetric data at specific locations should inform the details of the site to NIWE, Chennai (Head, OW&IB Unit). Such information will be registered by NIWE on a nominal payment of Rs.10000/- per site (Non-Refundable). In case, the companies want to outsource the activity through any other agency/body, they have to furnish necessary documents to establish the credentials of such agency/body, experience, expertise etc. NIWE's team may visit the site for verification during the period of measurement.
- (ii) In addition the private developer who proposes to carry out offshore studies and surveys will have to apply for in- principle NOCs/ clearances from the following Ministries / departments:
 - a. The applications as per formats/guidelines of the respective Ministries/ departments shall be routed through NIWE (**Ref: Annexure 1**).
 - b. Ministry of Defence (**ref. formats placed at Annexure 1(A) to 1(L)**)
 - c. Department of Space
 - d. Ministry of Home Affairs (**ref. formats placed at Annexure 1(M) & 1(N)**)
 - e. Ministry of External Affairs
 - f. State Maritime Board
 - g. State Coastal Zone Management Authority / Ministry of Environment & Forests and Climate Change, as the case may be (**ref. MoEF&CC website**)

The applications as per formats/guidelines of the respective Ministries/ departments shall be routed through NIWE (**Ref: Annexure 1**). In case, formats are not available, the application will be made through a formal letter to the concerned Ministry. NIWE will only act as a facilitator for such clearances, however the decision on the application will be prerogative of the concerned Ministry/ Department.

- (i) NIWE would issue the "Letter of consent" to the private developer after requisite clearances from all the concerned Ministries / Departments. This 'Letter of consent' would be valid for a period of 6 months and extendable to a maximum of 1 year. The private developer must commence the survey activity within this period.
- (ii) NIWE would have the rights to refuse participation to an entity on grounds of national security as informed by MoD or any other National agencies without giving specific details / justifications.
- (iii) The private developer/ surveyor will submit an undertaking to NIWE (**Ref: Annexure 2**) to the effect that any data/ information collected through surveys and studies under permission granted by NIWE will not be concealed or suppressed from NIWE.
- (iv) Procedure methodology, equipment, height of the mast (Maximum height of 150 m) / LiDAR measurements to be followed as per standards adopted (**Ref: Annexure 3**) and accepted universally for all private developers, for carrying out wind resource assessment study on their own. The measurement should be adequate with wind data for a minimum period of one continuous year(Uninterrupted).
- (v) The private developer shall inform to NIWE the geo- coordinates, nearest available port, name of the coast where he proposed to install the Mast / LiDAR.
- (vi) The maximum footprint area allocated for upto 150m mast will be 250m x 250m. The footprint area allocated for LiDAR measurements will be an area with 20 m radius around the point location
- (vii) The extent of area normally applicable for a single point measurement with Mast / LiDAR will be 15 km in all directions.
- (viii) The raw wind data as collected, in convertible binary formats (**Ref: Annexure 4**) shall be submitted by the private player / developer of the data on wind oceanographic / bathymetric and the same will be examined and certified by NIWE with reference to the details submitted by them on the wind monitoring station under appropriate agreement (**Ref: Annexure 5**) between the private developer and NIWE.

NIWE will have unconditional rights for the use of survey data and maps for the purposes of the International Competitive Bidding / other government purposes.
- (ix) NIWE would retain the option for offering the same area to more than one company, should an interest be expressed or for expediting the measurement campaign. The allocation of the particular point location will be based on proposal – selection / award criteria
- (x) The private developer shall have no right to allocation of offshore wind block on account of the surveys carried out. Allocation of offshore wind energy blocks will be done through International Competitive Bidding (ICB) only.

- (xi) All data of the site will be treated as part of NIWE data bank and can be utilised by NIWE for development of the offshore wind energy block.

NIWE would be at liberty to invite bids for setting up wind power projects in such sites.

- (xii) On completion of measurement, any permanent / temporary structures and floating materials (derbis) shall be properly collected and disposed as per the regulations of CRZ / Maritime operations.

2. NIWE will charge a fee of Rs. 5.0 lakh, to be paid as advance in full, for verification of the procedure for offshore wind monitoring. (Ref. para (vii) above).

(- Sd/-)

To

All concerned Ministries / Departments

**CC: (1) President, IWTMA, Chennai
(2) President, IWPA, Coimbatore**

Application Form

(To carry out Non-exclusive Offshore Surveys/studies in Indian territorial waters/ Exclusive Economic Zone of India)

1. Company details

Name of the company

Registered office

Address

Experience in carrying out Offshore related surveys/similar oceanographic studies

Email

Contact telephone

Fax No.

2. Survey details (Use separate sheet if necessary)

Details of the survey

Area

Location (Proposed Geographical Coordinates)

Proposal

3. Application fee details

Demand Draft No.

Name of bank

Amount

Date of issue

4. Contact person details

Name

Position

Nationality

Address in India

Email

Contact telephone

Fax No.

Signatures

5. Authorised signatory details

Name

Position of Signatory

Nationality

Email

Address

Contact telephone

Fax No.

Signatures

Note:

- i. The full registered name of the company shall be mentioned in the Application Form precisely as mentioned in its Certificate of Incorporation and the copy of valid Certificate of Incorporation shall be enclosed. In case the work is outsourced to a vendor, the 'Company Details' of the vendor should also be attached separately.
- ii. The Application Form shall also enclose the proposal details mentioned at Survey details (Sl. No 2) with all relevant documents.
- iii. The Application Form must be accompanied with a fee of **Rs10,000/-** . The payment of the non refundable Application fee should be payable by crossed A/c Payee's Bank Draft / Banker's Cheque drawn in favour of National Institute of Wind Energy, Chennai, payable at par at Chennai.

- iv. The Contact person is an authorized representative of the company in India and his address must be a valid physical address within India for correspondences relating to this Application. Letter of Authorization to this effect shall also be enclosed.
- v. The Application Form must be signed by the authorized signatory of the company and Letter of Authorization to this effect shall also be enclosed.
- vi. By signing the Application Form, the authorized signatory declares that the information provided in the Application Form is true and correct.
- vii. In case the space in this Application Form is insufficient to include all relevant details,, state "see attached sheet" in the appropriate space, and attach the sheet to the Application Form.
- viii. The duly completed Application Form should be forwarded to " The Head (OSWH &IB), National Institute of Wind Energy, 657/1A2, Velachery Tambaram High Road , Pallikaranai - 600 100

Guidelines for Offshore Studies and Surveys for MoD Clearances in respect of Vessel deployment/ engagement, and Data.

1. At least two or more months clear advance notice on commencement of exploration work be given to MoD through NIWE so that the exploration work does not clash with any defence exercise in the area. Applications to be submitted to NIWE at least 2 1/2 months before for processing by MoD
2. Indian Companies should preferably be deployed for surveys. Should foreign companies be deployed, prior approval of Ministry of Defence shall be obtained and data shall be collected under supervision of NIWE / Ministry of Defence and Indian representatives who shall ensure appropriate security safeguards.
3. All vessels deployed in the area by contracted companies shall undergo naval security inspection under the aegis of the FOC-in-C of the concerned Naval Command, Flag Officer, Offshore Defence Advisory Group (FODAG) prior to their deployment. As per norm, one month's notice is to be given to facilitate clearance/ inspection.
4. Without approval of the Union government raw data cannot be imparted to foreign contractors and the same should be processed in India.
5. **Mandatory Requirement :-** A copy of all data collected during Survey shall be forwarded to Naval Head Quarters (MoD) free of cost, by the licensee (Company authorised to execute the project) within 2-3 weeks of completion of survey and a copy of compliance be submitted to NIWE.
6. Vessels deployed shall engage in only bonafide activities. No physical oceanographic observations or seabed studies will be undertaken by parties without specific clearance of Ministry of Defence.
7. For development of new roads and tracks related to survey activity, prior sanction of Ministry of Defence will be obtained.
8. The contracted companies shall ensure that all foreign personnel on board vessel have been duly cleared by Ministry of Home Affairs and immigration authorities and clearance documents produced to the naval inspection authorities.
9. The Surveying Company shall strictly adhere to the relevant provisions and notifications under Environment Protection Act, 1986 and Forest Conservation Act, 1980 as amended from time to time.
10. Licensee shall take all precautionary measures for safety and security of all vessels deployed for survey activities.
11. For issuing Marine Safety warning the licensee shall immediately inform the following to the FODAG and the Chief Hydrographer, Dehradun, with a copy to the NIWE: "Locations indicating coordinates of all vessels deployed at particular location and thereafter its new locations as and when it moves to that location."

IHQ MoD (Navy) is authorized to give clearance in the following manner for the Category 1 and Category 2 vessels. All vessels deployed will follow the following instructions strictly:

All Category 1 vessels shall be cleared by IHQ of MoD (Navy) and Category 2 vessels in respect of E&P Operators and other agencies shall be cleared by the respective Command HQ/HQ ODAG as per details given below:-

- a) Category 1 Vessels. These shall comprise GOI Department Vessels with foreign participation, all Semi-Private Party Vessels, Private Party Vessels and Foreign Vessels engaged in any form of Research, Survey, Exploration and Exploitation activities in the Indian maritime Zone under an instrument of contract, agreement or and understanding with the Govt of India or a Department or an office under the GOI; and whose activities fall under the purview of the MoD Guidelines 1996 (as amended from time to time). Category 1 Vessels, shall further include all Rigs, Non-Research and Non Survey Vessels flying foreign flag, crewed by foreigners and with foreign ownership; engaged in support of Research, Survey, Exploration or Exploitation tasks/cable laying or any other activities in the Indian Maritime Zone. Inspection of such vessels shall be scheduled by IHQ of MOD (Navy).
- b) Category 2 Vessels. These shall comprise Non-survey vessels (viz MSV, OSV, AHT, Tug, Boat, Dredger, Diving Tender and Tanker), barges, drilling ships/rigs and Floating Production Units of Indian Registration, Indian Ownership with fully Indian Crew and flying an Indian Flag engaged for the purpose of providing support for E&P activities such as site survey, safety and environment survey, transportation of crude oil & gas and other support activities related to platform construction, pipeline repair, drilling support, logistics support and Inspection, Maintenance & Repair (IMR) support; and not involving foreign participation in any manner whatsoever. Govt. of India Department vessels engaged in Research, Survey, Exploration and Exploitation activities without any form of foreign participation shall also fall in this category. Inspection schedule of vessels under this category shall be decided by respective Command HQ/HQ ODAG in accordance with the MoD Guidelines 1996.
- c) Replacement of Breakdown Vessels. In case of an emergency breakdown, replacement of Category 1 vessel shall be permitted after being duly recommended by the Command HQ/FODAG. For this purpose, 48 hours notice will need to be given to IHQ of MoD (Navy). Detailed application as in a normal case is to be submitted for such a vessel, within seven days of the breakdown, for post action scrutiny and regularization. Likewise, replacement of Category 2 vessels will be approved by Command HQ/FODAG as required. Whenever a breakdown takes place, the clearance for that breakdown vessel when replaced by another vessel shall cease. It shall have to apply afresh, if it is required to be re-deployed.

(TO BE COMPLETED BY THE OPERATOR)

PROFORMA FOR MoD CLEARANCE RESEARCH, SURVEY, EXPLORATION AND EXPLOITATION (RSEE) OF RESOURCES IN MARITIME ZONES OF INDIA (MZI)

1.	Name and address of the Operator.	
2.	Name of the JV Partners / Consortium Members	
3.	Petroleum Exporting License (PEL) / Contract No.	
4.	Sponsoring company registered in India / abroad	
5.	Nationality of the Sponsoring Company	
6.	The nature & objectives of the project.	
7.	The precise geographical areas / blocks in which the activities are to be conducted.	
8.	Type and category of vessel	
9.	The proposed ship's track from the time the ship leaves the last foreign port until it arrives the destination. (Attach Track Chart)	
10.	The expected dates of commencement and termination of the project. (Attach schedule of activities)	
11.	Particulars of the vessel / platform (Attach details as per Format A)	
12.	Details of the equipment to be used for Project. (Attach details as per Format B)	
13.	Indian personnel / observers, associated with the project to embark the vessel / platform on a no cost basis. (Attach nominal roll as per Format C)	
14.	Will the Indian personnel be permitted and assisted to handle the equipment fitted on board, record observations or gather samples?	
15.	Is the organization prepared to accept any temporary installation of Indian equipment on board the vessel at the expense of the Govt. of India?	

16. I / We hereby undertake:

- (a) To engage in only bonafide activities as permitted by the GOI.
- (b) To associate Indian Scientists / Observers nominated by GOI with the activities and afford them all facilities, on a no cost basis.
- (c) To provide data to the GOI / authorized agency as specified in the PEL on completion of each phase of the programme and the final results on conclusion of the Project within a month.
- (d) That data collected and analysis thereof, shall not be published or disseminated to any third party, without prior concurrence of the GOI.
- (e) To provide GOI with periodical reports as prescribed by GOI on the progress of the Project.
- (f) To make no changes or alterations in the programme / project, as approved by the GOI without its express approval.
- (g) To submit all vessels / platforms for inspection by GOI / Authorized Agencies prior to their deployment in the MZI, or at any time, thereafter as desired by the GOI.
- (h) To communicate on channels authorized by the GOI and Transmit / disseminate real time data only with prior concurrence of the GOI.
- (i) That the subject research shall not provide or form any basis (both legal or another) for any claim on the sea area or part thereof, or its resources (both living and non-living) in the MZI.
- (j) To abide by all terms & conditions stipulated by the GOI and its exclusive right to terminate the programme / project at its discretion at any time.
- (k) To provide GOI with any additional information or details as may be required from time to time.
- (l) That the company of the vessels is / is not undertaking E&P activities in Pakistan and Bangladesh.

Name:

Designation

Place:

Date:

PART – II

(For office use only)

(TO BE COMPLETED BY MNRE/NIWE)

1. Deficiency of documents – Nil / attached list (if any)
2. In principle approval accorded / recommended for MoD approval
3. Deviation List (if any) attached
4. Name, Address and contact details of the contractor

Name:

Designation:

Place:

Date:

PART – III

(For office use only)

(TO BE COMPLETED BY IHQ, MoD (NAVY))/COMMAND HEADQUARTERS

1. Deficiency of documents observations – Nil / Attached list (if any)

2. MoD Approval NI Dated

3. Approved Works to be undertaken

4. Approved Area of Operation

5. Approved Period of Operation

6. List of Conditions (Attached)

Name:

Designation:

Place:

Date:

PART – IV

(TO BE FILLED BY THE OPERATOR)

PROFORMA FOR NAVAL SECURITY CLEARANCE (NSC)

**NAVAL SECURITY CLEARANCE FOR VESSELS TO OPERATE IN MARITIME ZONE
OF INDIA FOR EXPLORATION/PRODUCTION OF HYDROCARBONS.**

1. NAME OF VESSEL
2. CODE OF VESSEL (As per Data Bank)
3. PREVIOUS NSC NO.
4. OPERATOR
5. COMPANY
6. FLAG
7. CREW INDIAN/ FOREIGN/ TOTAL
8. MoHA CLEARANCE FOR FOREIGN CREW
9. AGENT
10. SPECIFIC PERIOD LICENCE/GENERAL TRADING LICENCE
NO.
11. AREA OF OPERATION/CO-ORDINATES
12. NATURE OF OPERATION/ ACTIVITIES
13. DURATION OF OPERATION/W.E.F
14. MOD CLEARANCE LETTER NO AND DATE
15. LIST OF DOCUMENTS FORWARDED ON-----
(AS PER FORMAT D)
16. PROPOSED DATE AND PLACE OF INSPECTION
17. CONTACT NUMBER AND NAME OF AUTHORISED
REP

PART – V

(For office use only)

(TO BE COMPLETED BY HQ ODAG)

DATE, TIME AND PLACE OF NAVAL SECURITY INSPECTION

NAME:

DESIGNATION:

DATE:

PART-VI**(TO BE COMPLETED BY INSPECTION TEAM)**

IT IS CERTIFY THAT WE HAVE JOINTLY CARRIED OUT NAVAL SECURITY CLEARANCE INSPECTION OF ONAND ESTABLISHED THAT	YES	NO
<p>(A) THE VESSEL IS BONAFIDE (AFIER EXAMINATION OF AUTHORITY LETTERS / PERMISSION LETTER / CERTIFICATES ISSUED BY CONCERNED MINISTRIES/ DG SHIPPING FOR DESIGNATED TASK).</p> <p>(B) THE CAPABILITIES OF THE VESSEL ARE IN CONSONANCE WITH THE APPROVED TASK FOR WHICH CLEARANCE HAS BEEN GIVEN BY NAVAL HEADQUARTERS</p> <p>(C) THE VESSEL DOES NOT HAVE ANY CAPABILITY TO UNDERTAKE SURVEILLANCE UN AUTHORISED DATA COLLECTION/OCEANOGRAPHIC SURVEY TASKS ETC.</p> <p>(D) THE VESSEL DOES NOT HAVE THE CAPABILTIY TO CARRY OUT ANY UNAUTHORISED ECONOMIC ACTIVITY WITHIN THE EEZ.</p> <p>(E) THE VESSEL IS NOT INTENDED/EQUIPPED FOR ANY ILLEGAL/ ANTI NATIONAL ACTIVITY.</p> <p>(F) THE VESSEL DOES NOT HAVE ANY EXPLOSIVES OR DANGEROUS CARGO, WHICH MAY BE HAZARDOUS WHILST IN INDIAN WATERS.</p> <p>(G) THE MACHINERY/EQUIPMENT FITTED ON BOARD ARE AS PER LOI /LOA / CONTRACT.</p> <p>(H) THE ESSENTIAL CHARACTERISTICS OF THE VESSEL ARE AS PER THE DECLARATION IN RSEE.</p> <p>(I) VERIFIED IDENITIY OF FOREIGN CREW W111 PASSPORTS / IDENTITY CARDS.</p> <p>(J) VERIFIED THE DETAILS OF INDIAN CREW.</p> <p>(K) EXAMINED THE TRACK CHARTS, LOGS, CIPHER AND CODE.</p> <p>(L) ALL MACHINERY / EQUIPMENT FITTED ON BOARD WITH TYPE, MAKE, FREQUENCIES, RANGE, PERFORMANCE/ PARAMETERS ETC.. ARE CHECKED AGAINST THE LIST SUPPLIED BY THE OPERATOR IN RSEE FORM SO AS TO ENSURE THAT NO SPECIALIZED INSTRUMENTATION, OBSERVATION EQUIPMENT, ELECTRONICS CAPABLE OF RECORDING AND MONITORING DATA WITH NAVAL INSPECTIONS AND OTHER SENSORS ARE FITTED ON ONBOARD FORCLEARANCE PURPOSE.</p> <p>(M) NO NEW EQUIPMENT OF ANY DESCRIPTION AREFITIED ON THE VESSEL.</p> <p>(N) NO UNDER WATER SENSORS OTIIBR THAN THOSE INCLUDED IN RSEE FORM ARE FITTED.</p> <p>(O) EQUIPMENT, WHICH ARE NOT CONSIDERED ESSENTIAL FOR SAFE NAVIGATION/COMMUNICATION AND OPERATIONS ONBOARD ARE NOT FITTED.</p> <p>(P) MINISTRY OF HOME AFFAIRS (MoHA) CLEARANCE OF ALL FOREIGN PERSONNEL EMPLOYED ON BOARD HAVE BEEN OBTAINED BY THE OPERATOR.</p> <p>(Q) A REPRESENTATIVE OF TIE GOVT. OF INDIA / MNRE/NIWE IS AVAILABLE ONBOARD THE VESSEL ENGAGED IN SURVEY ACTIVITIES.</p>		
<p>DATE: PLACE:</p>	<p>NAME: DESIGNATION:</p>	

PART – VII

(TO BE COMPLETED BY HQ ODAG)

1. THE VESSEL HAS BEEN / NOT BEEN SECURITY CLEARED TO OPERATE IN
..... AREA ON (TASK) FROM
.....TO(DATE)

AWARDED NSC NO.

2. NSC LETTER / FAX NO. (ATTACHED)

NAME:

DESIGNATION:

PARTICULAR OF VESSEL / PLATFORM

1.	Name	
2.	Type	
3.	Signal letter	
4.	Port of registration / IMO No.	
5.	Length	
6.	Draught	
7.	Gross Tonnage	
8.	Speed (if applicable)	i) Economical ii) Maximum
9.	Endurance (if applicable)	
10.	Means of propulsion (Diesel, Steam, Nuclear)	
11.	Name of Master(s)	
12.	Number of Ratings (Attach nominal roll)	

DETAILS OF EQUIPMENT

1.	DETAILS OF NAVIGATIONAL EQUIPMENT	
	(A)	MAGNETIC COMPASS
	(B)	GYRO COMPASS
	(C)	AUTO PILOT
	(D)	RADAR
	(E)	ECHO SOUNDER
	(F)	GPS NAVIGATOR
	(G)	DIRECTION FINDER
	(H)	SPEED LOG INDICATOR
2.	DETAILS OF COMMUNICATION EQUIPMENT	
	(A)	MOBILE EMERGENCY, VH AIRCRAFT
	(B)	EMERGENCY AUTO ALARM RECEIVER
	(C)	VHF TRANSRECEIVER
	(D)	MF/HF TRANSRECEIVER
	(E)	SATCOM
	(F)	RADIO SETS INCLUDING MMB / GMDSS SET
	(G)	AERIALS
	(H)	ENCRYPTION EQUIPMENT
	(I)	ANY OTHER EQUIPMENT

3.	DETAILS OF DIVINGS / SALVAGE EQUIPMENT	
(A)	MIXED GAS SATURATION SYSTEM	
(B)	BELL AND LAUNCHING SYSTEM	
(C)	MAIN COMPRESSION CHAMBER	
(D)	HYPERBARIC LIFEBOAT	
(E)	GAS RECLAIM UNIT	
(F)	DECOMPRESSION CHAMBER	
(G)	GAS TRANSFER UNIT	
(H)	GAS COMPRESSORS	
4.	DETAILS OF FIRE FIGHTING EQUIPMENT	
(A)	CLASSIFICATION AND RATING	
(B)	FIRE MONITORS	
(C)	PUMPS, NUMBER, OUTPUT	
5.	DETAILS OF RESEARCH / SURVEY EQUIPMENT	
(A)	BATHYMETRIC	
(B)	MAGNETIC	
(C)	GRAVITY	
(D)	GEOLOGICAL	
(E)	BIOLOGICAL	
(F)	CHEMICAL	
(G)	SEISMIC	
(H)	METROLOGICAL	
(I)	OCEANOGRAPHIC	
(J)	PHYSICAL (TEMP, CURRENT, CONDUCTIVITY)	

6.	DETAILS OF SUBMERSIBLE EQUIPMENT	
(A)	NAME OF EQUIPMENT	
(B)	PROPULSION	
(C)	MANUALLY / REMOTELY	
(D)	MAXIMUM OPERATING DEPTH	
(E)	COMMUNICATION CHANNEL	
(F)	PURPOSE OF DEPLOYMENT	
(G)	DURATION OF DEPLOYMENT, PERIODICITY ETC.	
(H)	ELECTRONIC DEVICES	
(I)	PROCESSING DEVICES	

LIST OF DOCUMENTS

Sl. No.	Document / Certificate	
1.	RSEE Form	
2.	General Trading License / Specified Period License	} As applicable
3.	Certificate of Registry	
4.	Certificate of Classification	
5.	Cargo Ship Safety Construction Certificate	
6.	Safety Equipment Certificate	
7.	Oil Pollution Prevention Certificate	
8.	International Load Line Certificate	
9.	ISPS Compliance Certificate	
10.	List of Equipment / Specification of Vessel	
11.	List of dangerous Cargo held onboard	
12.	List of crew onboard along with details of Designation, nationality, passport No. and CDS / Seaman’s book No.	
13.	Clearance of MoHA in respect of foreign nationals	
14.	Area of operation and duration of deployment along with work schedule	
15.	Photograph of the Vessel	
16.	Contract / LOI / LOA	

(For MoHA clearances)

SECRET

ANNEXURE – D

Self Declaration for company and Director(s) for whom security clearance is sought

- a. Name and address and registration number of the company

- b. Name and address of owners, promoters and directors of the company
 - 1.
 - 2.
 - 3.
 - 4.

- c. Is the company owners, promoters or directors listed above, the subject of any
 - 1. Preventive detention proceedings (PSA/NSA etc.) : Yes / No
 - 2. Criminal Proceedings : Yes / No

- d. If Yes, please provide following details:
 - 1. Detention / Case / FIR / Warrant Number
 - 2. Police station / District / Agency
 - 3. Section of law
 - 4. Name and place of the court

- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorized signatory of the company.

(For MoHA clearances)

Application Proforma for Security Clearance (others proposals)

I. Details in respect of Company / Firm (Indian / Foreign)

Sl. No.	Full name of the company and its foreign collaborator, if any.	Date of registration of the company	Address of Head Office, Regional Offices and Registered Office	Previous name of the company, if any	Details of earlier approvals, if any (ref.no & date)	Complete details about the proposed activities.

II. Details in respect of Directors / Key Executives

Sl. No.	Full name of the Board of Directors and Key Executives (Wherever applicable)	Present position held with date (since when)	Date of Birth	Parentage	Present Permanent Address	& Nationality	Passport Nos. and issue date, if any.	Contact address & telephone number.

III. Details of Criminal cases, if any, against the Company / Director(s) as per Annexure

UNDERTAKING

(To be signed by Authorised Signatory)

I, Dr./ Mr./ Ms.....son/daughter/wife of
.....

resident of
.....

.....(full address) and
presently

working asin the.....
.....
.....

having obtained permission from NIWE for carrying out the measurements as
detailed below:

.....
.....
.....

hereby undertake the offshore data collected will be passed on wholly to NIWE
without concealing or suppressing.

NIWE will have the right to use this data for International Competitive Bidding for
allocating the offshore zones / other government purposes.

Signature.....

Date.....

Name.....
(Designation and seal of the organization)

STANDARDS FOR OFFSHORE MEASUREMENTS

A) Meteorological Masts

1. Cup type anemometer have to be used for the measurements. Ultra-sonic anemometer is not recommended, as cup anemometers are robust and reliable.
2. Instrumentation should be of the highest accuracy, and have least sensitivity to changing atmospheric and environmental conditions. Anemometers should be 'Class 1' as per the classification given in the latest edition of IEC 61400-12-1.
3. The primary (top-most) anemometer should be mounted using a vertical mounting arrangement to ensure lowest possible flow distortion, as recommended in IEC 61400-12-1. The mounting of all instruments must be done as recommended in IEC 61400-12-1.
4. Wind speed measurements at multiple heights on the mast are recommended in order to characterise the vertical variation of wind speed (wind shear) and add redundancy to the system.
5. Anemometers should be calibrated at a fully approved MEASNET facility prior to installation. Calibrations should also be conducted after the measurement campaign.
7. Traceability of the gathered data should be achieved through appropriate documentation and quality systems

B) Platform Mounted LiDAR

1. The currently existing Standards on measurements using remote sensing technologies do not cover offshore remote sensing devices. The basic practices listed in IEA RP 15 (covering ground based vertically profiling remote sensing), can be used as a guide for deployment of offshore LiDAR on a fixed platform.
2. A pre- installation factory calibration of the LiDAR should be conducted. The LiDAR should also be verified against a meteorological mast by an independent testing organisation, both pre-and post- measurement campaign.
3. Installation of the LiDAR device should be such that no overhead obstructions interfere with the laser or cause flow distortion in the measurement cone.
4. Calibration, installation and maintenance of the LiDAR device should be documented throughout the measurement campaign.

A. Verification of Procedure of Off Shore Wind Monitoring

The following details are to be furnished to National Institute of Wind Energy , Chennai.

1. SITE PLAN.

- a. *Photographs of the monitoring station from eight azimuth directions.*
- b. *Survey of India map and Google Map on which the exact location of the station is clearly marked (mention Geo coordinates - latitude & longitude).*
- c. *Scaled site plan with immediate obstacles (<100m) clearly marked.*
- d. *Give the location of nearest NIWE monitoring station /LiDAR location (if any) vis-à-vis the station under consideration.*

2. STATION INSTALLATION REPORT (Should be submitted within one month after installation of wind mast/ LiDAR sub-structure)

- a. *The report shall contain detailed description of the site.*
- b. *Height of the mast, Height of sensors (Anemometer, wind vane, temperature pressure & Humidity sensors).*
- c. *Foundation details both for LiDAR and Mast*
- d. *Anemometer & Direction sensor mounting arrangements.*
- e. *Model and Serial number of sensors and data-loggers.*
- f. *Method ensured to set up direction sensor.*
- g. *Date of installation and dismantling.*

3. DETAILS OF INSTRUMENTATION

- a. *Manual readings are not acceptable*
- b. *Fully automatic data loggers shall be used. The data loggers must collect time correlated time series data for wind speed and direction, and other meteorological parametres etc. Details of the instrumentation employed should be furnished.*
- c. *All sensors used shall possess valid calibration certificates.*
- d. *The calibration certificates shall be produced for verification within one month after the installation of the mast.*

4. DATA COLLECTION, STORAGE AND PROCESSING

- a. *Data retrieval periodicity.*
- b. *Methods used for data management and security.*
- c. *Raw data files (Binary & ASCII) for verification. This shall be kept confidential.*
- d. *Details of software used for storage and management of data*
- e. *Details of software used for analysis.*
- f. *Monthly report and yearly report of wind data with joint frequency distribution.*

B. Oceanographic / bathymetric data

- a. *Data retrieval periodicity.*
- b. *Methods used for data management and security.*
- c. *Raw data files (Binary & ASCII) .This shall be kept confidential.*
- d. *Details of software used for storage and management of data*
- e. *Details of software used for analysis.*

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) made and entered into this _____ by and between:

-----, (hereinafter referred to as the DISCLOSING PARTY)

AND

NIWE, having its Office at Velachery - Tambaram Main Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, India(hereinafter referred to as the RECEIVING PARTY)

(both the parties collectively hereinafter called as the “Parties”), shall govern the conditions under which the Parties shall exchange non-public confidential, trade secret, or proprietary information relating to the business of Disclosing Party. “Confidential Information” is defined as:

- (i) all non-public, confidential or secret processes, plans, formulae, data (including cost and performance data), inventions, machinery, drawings, papers, writings, specifications, manufacturing or design procedures and techniques, methods, technology, know-how, programs, databases, source codes, devices and materials related to the business, products, services or activities (either existing or under development) of the Disclosing Party regardless of whether or not any or all of the foregoing are, may or can be patented or copy righted;
- (ii) marketing materials and sales collateral, operating processes, selling procedures, pricing information, and sales volumes;

- (iii) any supplier usages and requirements, and any list of clients, prospects, customers, suppliers or business contacts;
 - (iv) information regarding the Parties' technical and professional staff, including their qualifications and fields of expertise, or
 - (v) any other information or aspect of or related to any of the trade, business, finances, products, suppliers, technology, staffing or activities of the Disclosing Party, which are non-public, confidential, secret or of a proprietary nature.
1. Purpose for disclosure (hereinafter "Purpose"): The Receiving Party shall evaluate the Confidential Information of Disclosing Party. The Receiving party agrees (i) to make no other use whatsoever of any Confidential Information of the other party provided hereunder, and (ii) not to disclose the Confidential Information to others (except to such of the receiving party's employees who reasonably require access to the Confidential Information for the specific Purpose set forth above, and who are bound, in writing by obligations of confidentiality substantially similar to those set forth in this Agreement).
 2. The obligations of Paragraph 1 shall not apply to:
 - a. Information that was in the receiving party's possession at the time of disclosure, and which was obtained free from obligation to any third party;
 - b. Information which is now, or becomes in the future, public knowledge other than through acts or omissions of the receiving party;
 - c. Information that was lawfully obtained from sources free from obligation to any third party; and
 - d. Information that is developed by the receiving party independently, without access to the Confidential Information.

No combination of individual items of Confidential Information shall be deemed not to be confidential, secret, or proprietary and subject to the obligations of Paragraph 1 merely because the individual items are subject to one or more of the above listed exceptions; a combination shall be deemed not to be confidential only if the entire combination itself is subject to one of the above listed exceptions.

3. Upon the disclosing party's written request, the receiving party shall return all Confidential Information in tangible form in its possession or shall destroy all Confidential Information in machine-readable form in its possession. The receiving party shall certify in a written, executed document that all tangible Confidential Information has been returned or that all machine-readable Confidential Information has been destroyed.
4. Nothing in this Agreement shall be construed by implication, estoppels, or otherwise as establishing any type of commitment or right for either party to make any commitment with, for, or on behalf of the other party.
5. Nothing in this Agreement shall create, imply, or evidence any partnership or joint venture between the Parties, or the relationship between them of principal and agent. The Parties agree that they do not acquire any rights to use, and expressly agree not to use, in advertising, publicity, or other marketing activities,

any name, trade name, trademark, or other designation of the other party, except to perform authorized functions.

6. Nothing in this Agreement shall restrict the Parties from using any ideas, concepts, know-how, techniques, or information learned or retained by its personnel from sources other than Confidential Information as part of their general skill, knowledge, talent and expertise.
7. The parties recognize that any breach of this agreement will result in irreparable injury to the disclosing party and that monetary damages alone will be an inadequate remedy in such case, and the receiving party therefore agrees that the disclosing party may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages for any breach of this agreement, or to enforce the specific performance of this agreement by the receiving party, or to restrain or enjoin the receiving party from all activities in violation of this agreement.
8. No change in this Agreement shall be effective unless such change is mutually agreed upon, in writing, by both Parties.
9. This Agreement may not be assigned. This Agreement shall continue for the benefit of, and shall be binding upon, the Parties hereto and their respective successors, heirs, and legal representatives.
10. This Agreement shall be deemed executed within, and interpreted in accordance within the prevailing laws coming under the jurisdiction of the Courts in Chennai.
11. The obligations of the Parties under the terms of this Agreement shall remain in effect for **1 year from** the Effective Date hereof.
12. Each party warrants to the other party that with respect to each item of Confidential Information disclosed by such party to the other party pursuant to this Agreement, such party shall have all rights, permissions, approvals, and authority necessary for the lawful disclosure of such Confidential Information to the other party and shall otherwise have full authority to enter into and perform its obligations under this Agreement.
13. The Agreement shall be governed by and construed exclusively in accordance with Laws of India. The parties hereto shall endeavor to resolve all disputes arising from or in connection with this Agreement, or the breach, amicably between themselves. If the same remains unresolved within thirty (30) days from the date of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration shall be carried out by the Secretary, Ministry of New and Renewable Energy, Government of India, or his/her nominee. The award passed by the presiding Arbitrator shall be final and binding on both the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be held either in Chennai.

Courts in Chennai alone shall have the jurisdiction in respect of all matters arising out of this agreement, which is incidental or consequential to the arbitration clause as stipulated in this contract.

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

DISCLOSING PARTY

RECEIVING PARTY

NIWE

Name:

Name:

Authorized Signatory
(organisation name and seal)
Effective Date:

Head, OW&IB