

PROCEDURE FOR SETTING UP OF BIOGAS BASED POWER PROJECT IN CASES OF INDUSTRIAL COGENERATION, WHERE THE PROJECT DEVELOPER HAS ITSELF CARRIED OUT THE PREFEASIBILITY STUDY FOR GENERATION OF POWER PRIMARILY FOR CAPTIVE USE AND HAS GUARANTEED SUPPLY OF THE FEED STOCK PROVIDED THAT THE SALE OF POWER FROM SUCH PROJECTS SHALL BE LIMITED TO 49% OF THE TOTAL POWER GENERATED.THE TARIFF FOR SUCH PROJECTS WILL BE DECIDED BY THE HERC.

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June, 2018

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**HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY (HAREDA)**

(NEW & RENEWABLE ENERGY DEPARTMENT, HARYANA)

Akshay Urja Bhawan, Sector-17, Panchkula

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*PROCEDURE FOR SETTING UP OF BIOGAS BASED POWER PROJECT IN CASES OF INDUSTRIAL COGENERATION, WHERE THE PROJECT DEVELOPER HAS ITSELF CARRIED OUT THE PREFEASIBILITY STUDY FOR GENERATION OF POWER PRIMARILY FOR CAPTIVE USE AND HAS GUARANTEED SUPPLY OF THE FEED STOCK PROVIDED THAT THE SALE OF POWER FROM SUCH PROJECTS SHALL BE LIMITED TO 49% OF THE TOTAL POWER GENERATED.THE TARIFF FOR SUCH PROJECTS WILL BE DECIDED BY THE HERC.*

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## **1. ELIGIBILITY CRITERIA AND FINANCIAL ELIGIBILITY**

- a. The project developer may be individual/company/firm/group of companies or a Joint venture/Consortium of maximum 4 partners having minimum 26% shareholding of leading partner.
- b. The project developer should meet the following minimum eligibility criteria given below as on the date of submission of the proposal:-

Sr. No	Criteria	Minimum financial eligibility requirement for each site
1.	Average Net worth of the company/bidder in the preceding three financial years	Rs. 4.00 crore/MW
	Net Worth = Paid up capital + Free Reserves – Re-evaluation Reserves –Intangible Assests – Miscellaneous Expenditure to the extent not written off and carry forward losses	

In case of applications submitted by consortium of firms, all the participating firms should jointly meet the financial eligibility criteria for each site. The above criterion is the minimum requirement for each application for a single site and an audited certificate in this regard is to be submitted.

- c. The project developer must contribute minimum 30% equity for the project and submit demonstrate the same while submitting the proposal in the form of a certificate from Chartered Accountant.
- d. Only projects with new plant and machinery shall be allowed under this policy.

## **2. PROCESSING FEE:**

Project developer has to deposit processing fee@ Rs. 6.00 Lac (Rs. 1.00 Lac Non-refundable in the shape of DD and Rs. 5.00 Lac in the shape of Bank Guarantee refundable on production of land papers along with

the DPR otherwise it will be forfeited) per proposal payable in favour of the Director, HAREDA at Chandigarh/ Panchkula with the proposal. Separate application needs to be filed for every site. The Bank Guarantee issued by any nationalized Bank valid for a period of 18 months should be submitted with proposal. Proposal without processing fee will be treated as cancelled.

### **3. PERFORMANCE SECURITY DEPOSIT**

Project Developer has to provide within 15 days of the acceptance of the DPR, a refundable performance security deposit (PSD) @ Rs.5.00 lacs per Mega Watt or part thereof (Rs.4.00 lacs in the shape of bank guarantees of value as prescribed by HAREDA in the MoU and balance Rs.1.00 lacs in the shape of Demand Draft), payable in favour of the Director, HAREDA at Chandigarh/Panchkula. In case the Company fails to deposit the performance security amount in the prescribed time, the approval of the DPR shall stand withdrawn and LoI shall be cancelled. The PSD will be refunded in case the project is commissioned within the allowed time frame as prescribed in LoI.

### **4. SUBMISSION OF APPLICATION/PROPOSAL**

The Project Developer has to submit the proposal/application in the prescribed format attached as Annexure-I-II to the Director, HAREDA complete in all respect with Processing fee and Project Feasibility Report (PFR) which should contain the following details / documents:

- (i) Details of final technology selection.
- (ii) Agreement copy with Technology Provider / supplier for supply of equipment's for said technology.
- (iii) To ensure that only commercially established and operational technologies are implemented to minimize the technology risk and to achieve the timely commissioning of the Projects, a certificate from the project / client situated anywhere in world that the technology supplied by the Manufacturer / Technology Provider is in successful operation for at least one year.
- (iv) Land required for setting up of the project is to be arranged by the developer. HAREDA shall in no case be responsible for arranging the land required for the setting of the project. However, Land documents will be required at the time of submission of DPR. The DPR to submitted after approval of proposal, shall have following minimum contents :

Executive Summary

- Project location
- Feedstock availability and Procurement procedures
- Description of Biogas plant , technology Package/ Configuration
- Plant & Equipment Design Criteria
- Description of main plant equipment, auxiliary equipment and systems
- Power Generation scheme

- Waste heat recovery system
- Digestate treatment system
- Plant layout and existing infrastructure facilities
- Engineering procurement and construction
- Description of Plant electrical system
- Fire alarm & protection system
- Schematics & drawings
- Plant instrumentation and control system
- O&M set up
- Environment Impact/ Protection and Waste Management
- Socio- economic impact in the region due to protect implementation
- Project cost estimates & Funding pattern
- Cost of generation & financial analysis
- Risk & sensitivity analysis
- Power evacuation & management
- Quality control and inspection
- Project implementation schedule
- Drawing
  - ✓ Overall plant layout
  - ✓ Heat & mass balance diagram
  - ✓ Water balance diagram
  - ✓ P&I diagrams
  - ✓ Single line diagram
  - ✓ Plant control system configuration

- (v) Project Developer will have to indicate the name of site/location for the proposed project. However, change of site shall be allowed with prior permission of HAREDA. IPP shall have to submit the land ownership documents at the time of submission of the DPR failing which the bank guarantee will be forfeited.
- (vi) In case the developer is unable to produce the land ownership documents with DPR, the Letter of Intent (LoI) shall be cancelled and performance bank guarantees shall be forfeited.

## **5. Approval Procedure**

- a) Technical Appraisal Committee (TAC), with at least one external expert, shall be constituted by the State Govt. to appraise the proposals/bids in terms of technical and financial capabilities, scrutinizing the techno-economic feasibility. The TAC is authorized to seek any additional information from the bidders to supplement the proposals and will submit its report within one month.
- b) Projects upto 5 MW capacities in case of power generation or upto Rs.50 Cr investment in other cases will be considered and approved by the Board of Governors of HAREDA on the recommendations of

TAC within two months' time with concurrence of Administrative Department.

- c) For the biomass power projects above 5 MW capacity or above Rs.50 Cr investment in other cases, a High Powered Committee constituted by the State Govt. under the chairmanship of Administrative Secretary, New & Renewable Energy Department, Haryana shall consider the report of Technical Appraisal Committee, shortlist, prioritize and approve / reject the investment proposals for allocation of sites for preparation of Detailed Project Reports (DPR) by the private investors within two months' time. The High Powered Committee can co-opt any other members /experts as its member for a particular meeting with the approval of the Administrative Secretary.
- d) Once the proposal has been approved by the Board of Governors of HAREDA/ High Powered Committee, a Letter of Intent (LoI) will be issued by HAREDA and it will enter into an MOU with the private investors for preparation of DPR and implementation of the project within one month's time after the applicant deposits performance security deposit as specified in the bidding document for timely completion of the project.
- e) After approval of DPR by the HAREDA, the project developer is required to enter into PPA with the concerned power utilities/ licensee for the sale of power to it after getting necessary approval from the Haryana Electricity Regulatory Commission (HERC). In case of captive use or third party sale HERC approval not required. However open access permission, if required, needs to be obtained from concerned utility, as per HERC open access Regulations.
- f) The Power Producer and the concerned Power Utility/ licensee shall make efforts to enter into Power Purchase Agreement within two months' time from the date of providing the clearance. In case there is delay beyond this period then either party can approach the Haryana Electricity Regulatory Commission for decision in this matter within another two months.
- g) If the applicant does not take effective steps to implement the project as per time schedule for submission of DPR, signing of Power Purchase Agreement, Financial Closure of project & execution of project mentioned in the Memorandum of Understanding signed with HAREDA, the allocation could be terminated and the security deposited with the HAREDA shall be forfeited.

h) The project completion time will be 36 months from the date of signing of MoU and the performance security deposit will be refunded in case the project is commissioned within the allowed time. Extension will be allowed by the Director, HAREDA only for the projects where at least 50% of the project cost has been incurred to implement the projects on ground with penalty in the following manner:

- i. First extension of six months with penalty of 10% of the Bank Guarantee amount.
- ii. Second extension of three months with penalty of 15% of the Bank Guarantee amount.
- iii. Third extension of three months with penalty of 25% of the Bank Guarantee amount.

In cases where less than 50% of the project cost has been incurred at the end of 36 month, the entire security deposit will be forfeited with no obligation on the State

i) The other terms and conditions / guidelines mentioned in Haryana Bio Energy Policy 2018 as amended from time to time and guidelines issued by the CERC/HERC, MNRE/GOI from time to time shall also be applicable.

Director, HAREDA shall have the powers to amend / relax /issue clarification, if any, on any matter related to interpretation of any provision in these guidelines.

**FORMAT FOR NET WORTH OF THE APPLICANT**

Name of the applicant/company: .....

Capacity of the project applied: .....

Average Net worth Required @Rs.4.0 Crore per MW in the last three preceding years: .....

(Amount in Rs. In Crores)

S.No.	Financia l year	In case of consortium, Net worth share of partner firms				Total Amount
		Partner-I	Partner-II	Partner-III	Partner-IV	
1.						
2.						
3.						
Total for three years						

In case of applications submitted by consortium of firms, all the participating firms should jointly meet the financial eligibility criteria for each site. Please add required columns to mention net worth of partner firms.

Signature & Stamp of  
Statutory Auditor with Stamp

Signature & Stamp of  
Authorised Signatory of  
applicant with date

<b>FORMAT-I FOR GENERAL INFORMATION AND TECHNICAL PROPOSAL FOR BIOGAS BASED POWER PROJECT</b>		
<b>Sr. NO.</b>	<b>Description</b>	<b>Details/Compliance</b>
<b>1</b>	<b>Name of the Project Developer</b>	
<b>2</b>	<b>Name of the Lead Member of the Consortium, in case of Consortium</b>	
<b>3</b>	<b>Name of the Authorized Person to Sign the RFP</b>	
i	Mobile No.	
ii	Office Tel. (with STD Code)	
iii	Fax (with STD Code)	
iv	Address for Correspondence	
v	Email & website, if any	
<b>4</b>	<b>List of Parent Company, if any</b>	
<b>5</b>	<b>Consortium Members</b>	
i	Name of the Consortium Member-1	
ii	Name of the Consortium Member-2	
iii	Name of the Consortium Member-3	
<b>6.</b>	<b>Total Net worth in last three preceding years ( In crores)</b>	
<b>6</b>	<b>Whether listed with any Stock Exchange BSE/NSE (Name of Exchange where listed, otherwise specify No).</b>	
<b>7</b>	<b>Project Location</b>	
<b>8</b>	<b>Capacity of the plant ( in MW)</b>	
<b>9</b>	<b>Proposal Processing Fee Details (Non Refundable)</b>	
i	Amount in (Rs. Lacs)	
ii	Date	
iii	Transaction No.	
iv	Details of Bank guarantee	



<b>FORMAT-II FOR GENERAL INFORMATION AND TECHNICAL PROPOSAL FOR BIOGAS BASED POWER PROJECT</b>		
<b>Sr. NO.</b>	<b>Description</b>	<b>Detail</b>
<b>1</b>	<b>Name of the bidder company</b>	
<b>2</b>	<b>Name of the Lead Member of the Consortium, in case of Consortium</b>	
<b>3</b>	<b>Land</b>	
i	Status of Land (Acquired/Yet to acquired)	
ii	Location of Land/ Village	
iii	Tehsil	
iv	District	
v	Available Land, Acres ( optional)	
vi	Land title deed/lease deed ( optional)	
<b>4</b>	<b>Technology and Technology Partner</b>	
i	Proposed Technology	
ii	Technology Partner of the Company/Consortium, if known	
<b>5</b>	<b>Grid Connectivity, in case of land availability ( optional)</b>	
i	Name of Substation & details of Substation (including Location) Proposed to be connected. ( optional)	
ii	Voltage level for interconnection with grid, Kv (optional)	
<b>6</b>	<b>Financial Details in case of existing Company Consortium</b>	
	<b>Consortium Member - 1:</b>	
	<b>Net Worth Details:</b>	
i	FY	
ii	FY	
iii	FY	
iv	Financial Year to be Considered	

	<b>Consortium Member - 2:</b>	
	<b>Net Worth</b>	
i	FY	
ii	FY	
iii	FY	
iv	Financial Year to be Considered	
	<b>Consortium Member- 3:</b>	
	<b>Net Worth</b>	
i	FY	
ii	FY	
iii	FY	
iv	Financial Year to be Considered	
	<b>Consortium Member- 4:</b>	
	<b>Net Worth</b>	
i	FY	
ii	FY	
iii	FY	
iv	Financial Year to be Considered	
<b>7</b>	<b>Confirm attachment of Financial requirements as per format (Yes/No)</b>	
<b>8</b>	<b>Confirm submission of “Net Worth” certificate from a Chartered Accountant. (Yes/No)</b>	
<b>9.</b>	<b>Confirm Project feasibility report as per requirements ( Yes/ No)</b>	
<b>10.</b>	<b>Brief details about the total monthly power generation from the project</b>	

#### **UNDERTAKING**

1. I/we certify that all the information furnished and documents submitted with the proposal are true and accurate and authorizes HAREDA/Govt. of Haryana to investigate by any means on the truthfulness and accuracy.
2. I/we further undertake to furnish any supplementary information and/or documentation for adequate qualifications that the natural or legal person is required to provide it.

3. I/We agree with selection procedure of Govt. Of Haryana/HAREDA in respect of allotment of projects & I/We shall not have any dispute with Govt. of Haryana/HAREDA for non allotment of the Project.
4. I/We agree to sign necessary Memorandum of Understanding with Govt. of Haryana/HAREDA.
5. I/we agree to execute the project as per provisions in the Haryana Bio Energy Policy-2018, State Policy for Promoting Generation of Electricity through Renewable Energy Sources dated 23.11.2005 as amended from time to time/ Haryana Electricity Regulatory Commission Regulations from time to time.

In certificate of all the statement above, I hereby sign this document in the City of \_\_\_\_\_ on the \_\_\_\_\_ day of two thousand\_\_\_\_\_.

Date:  
Place:

Signature of Authorized Signatory  
Name  
Designation  
Seal  
Address

**Note:** Where the space provided above is not sufficient, extra sheets may be used.

**FORMAT OF COVERING LETTER**

Bidder's Name:

Full Address:

Telephone No.:

E-mail address:

Fax / No.:

To

*Address of HAREDA*

Subject:       **Submission of proposal for Setting up of ..... MW Biogas Based Power Project in District..... of Haryana.**

Dear Sir,

We, the undersigned Project developer having read and examined in detail the Haryana Bio Energy Policy 2018 for setting up of Biogas Power Project in the following Villages of District..... of Haryana and hereby submit our proposal as captive project developers provide that the sale of power from the proposed project shall be limited to 49% of the total power generated.

PROJECT LOCATION

1- Village / city :

2- Block/ district :

CONTACT PERSON

Details of contact person are furnished as under:

Name

Designation

Company

SEAL

Address

Phone Nos.

Fax Nos.

E-mail address

We are enclosing herewith duly signed formats as desired by you in your bid document for your consideration.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ of 2018

Thanking you,

Yours faithfully,

(Signature, Name, Designation and Company's Seal)

Business Address:

FORMAT FOR LITIGATION RECORD

<b>Year</b>	<b>Award FOR or AGAINST Applicant</b>	<b>Name of Client, cause of Litigation and matter in dispute</b>	<b>Disputed amount (Value in INR)</b>	<b>Actual Awarded Amount (in INR)</b>

Date:

Place:

Signature of Authorized Signatory

Name

Designation

Seal

Address

CERTIFICATE FOR FINANCIAL DEFAULT

**Certified that M/s \_\_\_\_\_/Member(s)of Consortium of participating Companies or its/their promoter(s) is/are not in default to any of the financial institutions/banks in respect of any dues towards term loan, working capital loan or buy back obligation or interest due to the Company(s)/promoter(s)/consortium members.**

Date:

Signature of Authorized Signatory

Place:

Name

Designation

Address

**FORMAT OF CONSORTIUM AGREEMENT BETWEEN**

(On Non-Judicial Stamp Paper of Appropriate Value as per the Stamp Act relevant to the place of execution)

**M/S....., M/S.....,**

**M/S..... AND M/S.....**

**FOR (-----)**

THIS Consortium Agreement executed on this ..... day of ..... Two thousand ..... between M/s..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated and having its Registered Office at ..... (hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns), M/s ..... a Company incorporated and having its Registered Office at ..... (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-4", which expression shall include its successors, executors and permitted assigns), *(The Bidder Consortium should list the details of all the Consortium Members)* for the purpose of making a proposal entering into the MoU (in case of award) to be hereinafter referred to as the Contracts, against Bid Document No. (-----) for (-----) of [Company] a [Company/Board] incorporated under the [Company's Act, 1956, and having its Registered Office at \_\_\_\_\_ or constituted under Section-5 of the Electricity (Supply) Act,1948] and [Company] a [Company/Board] incorporated under the [Company's Act, 1956, and having its Registered Office at \_\_\_\_\_ and [Name of the company] [Company/Board] incorporated under the [Company's Act, 1956, and having its Registered Office at \_\_\_\_\_ (hereinafter called the developer).

WHEREAS the HAREDA desired to invite bids through an Bidding process for the setting up of Biogas power projects;

WHEREAS, the HAREDA had invited bids for Qualification vide its Bidding Document no (Bid Document No.) AND WHEREAS BID document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by the HAREDA wherein the Consortium Members have to commit investment of a specific percentage in the envisaged project.

AND WHEREAS BID document also stipulate that a Consortium Member shall provide along with the BID, a Consortium Agreement as per prescribed format whereby the Consortium Members whose strength has been offered for evaluation, undertake to be jointly and severally liable to the HAREDA to perform all the obligations under the Contract(s) to be entered into between the HAREDA and the Consortium in pursuance inter alia of BID.

AND WHEREAS the BID has been submitted to the HAREDA vide proposal no. .... dt..... in accordance with the relevant provisions of the BID.

**NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER :**

**In consideration of the above premises and agreements all the partners in this Consortiums do hereby mutually agree as follows:**

1. In consideration of the Contract(s) by the HAREDA to the Consortium, we the members of the Consortium and partners to the Consortium Agreement do hereby unequivocally agree that partner (1) (M/s.....), shall act as the Lead Member as defined in the BID for self and agent for and on behalf of Partner-2, Partner-3 and Partner-4 (the names of the partners to be filled in here) and further declare and confirm that we shall jointly and severally be bound unto the HAREDA for the execution of the Contract and shall be jointly and severally liable to the HAREDA for performance of all contractual obligations under the said Contract so as to ensure compliance of the objectives as indicated inter alia in relevant sections of BID.
2. The lead member is hereby authorized by the members of Consortium and Partners to the Consortium Agreement to incur liabilities and receive instructions for and on their behalf It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the members of the consortium in discharging all their respective obligations towards HAREDA under the said Contract. Each Consortium member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged inter alia in para 1 herein above.
4. Subject to the terms of this Agreement, the share of each Member of the consortium in the “issued equity share capital of the Project Company” (if such a company is to be established) shall be in the following proportion: (if applicable)

<b>Name</b>	<b>Percentage</b>
Partner 1	---
Partner 2	---
Partner 3	---
Total	100%

5. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, ensuring equity contribution by each of the Consortium Members, achieving financial closure



on behalf of the Bidding Consortium, and in the event of a shortfall, making good such contribution, as applicable;

6. In case of any breach of any of the terms of said Contract by any of the Consortium Members, the other Consortium Members shall also be liable for the consequences thereof jointly and severally.
7. In the event of HAREDA suffering any loss or damage on account of any breach of the Contract, Partner-1, Partner-2, and Partner-3 of these presents do hereby undertake and confirm to jointly and severally make good such loss or damage caused to the HAREDA as per the provisions of the Contract, on its demand without any demure, protest and contest. In the event of the Buyer suffering any loss or damage on account of any breach of the Contract(s), partner-1, partner-2, and partner-3 of these presents do hereby undertake and confirm to jointly and severally make good such loss or damage caused to the Buyer, on its demand without any demure, protest and contest. It shall, however, not be necessary or obligatory for the HAREDA to proceed against Partner (1) to these presents before proceeding against the Partner (2), Partner (3) and Partner (4).
8. It is expressly understood and agreed between the Partners to this agreement that responsibilities and obligations of each of the partners shall be clearly delineated in \*Appendix-I to this agreement. It is further agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of joint and several responsibilities of the partners under those presents.
9. It is further specifically agreed that the financial liability of each of the partners of this Consortium agreement, to the HAREDA with respect of any and all claims arising out of breach or non- performance of the Contract(s) shall, however, not be limited in any way so as to restrict or limit the liabilities of either of the partners. All the partners would be jointly and severally liable irrespective of their scope of work or financial commitments.
10. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [Chandigarh] alone shall have the exclusive jurisdiction in all matters relating thereto and arising hereunder.
11. It is hereby agreed that in case of an award of contract, the partners to this Consortium Agreement do hereby agree that we shall furnish the Processing Fee/Performance Security Deposit in favour of HAREDA as stipulated in the Bidding documents jointly on behalf of the consortium members in favour of the HAREDA.
12. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the HAREDA.
13. The Lead Member shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the BID and for the purposes of the project.
14. It is hereby expressly understood between the partners to this Consortium agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of HAREDA.

This Consortium Agreement

- a. has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- b. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- c. may not be amended or modified except in writing signed by each of the Partners and with prior written consent of HAREDA:

**IN WITNESS WHEREOF, the partners to the Consortium agreement have, through their authorised representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.**

**For M/s** .....(Partner 1)

1. Common Seal of.....

M/s.....

(Signature of the authorised representative)

have been affixed in my/  
our presence pursuant to

Board of Directors Resolution  
dated

Name.....

Signature.....

Designation.....

Common Seal of the Company

Name .....

.....

**Witnesses:**

1) Signature:

2) Signature:

Name:

Name:

Address:

Address:

**For M/s** .....(Partner 2)

1. Common Seal of .....

M/s..... (Signature of the authorised  
have been affixed in my/ representative)

our presence pursuant to

Board of Directors Resolution Name.....

dated

Signature..... Designation.....

Common Seal of the Company

Name .....

**Witnesses:**

1) Signature:

2) Signature:

Name:

Name:

Address:

Address:

**For M/s** .....(Partner 3)

1. Common Seal of .....

M/s..... (Signature of the authorised  
have been affixed in my/ representative)

our presence pursuant to

Board of Directors Resolution Name.....

dated

Signature..... Designation.....

Common Seal of the Company

Name .....

**Witnesses:**

1) Signature:

2) Signature:

Name:

Name:

Address:

Address:

**Format for Power of Attorney for Documents/MOU**

**( To be attested by Notary)**

**POWER OF ATTORNEY**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, We.....  
(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of [Insert name of Project] in State of Haryana, including signing and submission of all documents and providing information / Bids to [Insert Name], representing us in all matters before [Insert Name], and generally dealing with [Insert Name] in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

Accepted

.....(signature)

(Name, Title and Address)

of the Attorney

Note:

(1) To be executed by all the Members in case of a Consortium.

(2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**LETTER CONFIRMING TECHNICAL FEASIBILITY FOR GRID CONNECTIVITY OF  
BIOGAS POWER PROJECTS**

**(FROM STATE UTILITIES I.E. UHBVN/DHBVN/HVPL)**

(On letterhead of Utility)

(Address of Utility)

Letter Ref. No. :

Date: (dd-mm-yyyy)

Director,  
HAREDA,  
AkshayUrjaBhawan, Sector-17,  
Panchkula

Sub: **Confirmation of technical feasibility for grid connectivity of  
Biogas Based Power Project with distribution/transmission  
network.**

Dear Sir/ Madam,

This is to confirm that the proposed Biogas Based Power Project being developed by \_\_\_\_\_ (Name of the Project Proponent) for capacity of \_\_\_\_\_ MW at \_\_\_\_\_ (Biogas Power Project location) in Distt. \_\_\_\_\_ is technically feasible for grid connectivity with our distribution/transmission network (11/33/66/132 kV).

The above said Biogas Power Project is proposed to be connected to our distribution/transmission network at \_\_\_\_\_ voltage through a \_\_\_\_\_ kV line from the Biogas Power Plant with \_\_\_\_\_ kV grid substation located at \_\_\_\_\_ (Name of the sub-station). The approx. distance between the proposed site and above sub-station is \_\_\_\_\_ KM.

The above confirmation is based on the pre-feasibility report, power evacuation plan & other technical details submitted by \_\_\_\_\_ (Name of the Project Proponent).

Yours truly,

(Signature)

(Name of the authorized person for Distribution/Transmission Licensee)

(Designation of the authorized person)

For \_\_\_\_\_ Limited (Name & seal of the Distribution/Transmission Licensee)

**Note:** TECHNICAL FEASIBILITY FOR GRID CONNECTIVITY OF BIOGAS POWER PROJECTS IS TO BE SUBMITTED WITH DPR.