BUREAU OF ENERGY EFFICIENCY

Request for Proposal

For


To be submitted to,

Secretary
Bureau of Energy Efficiency,
Ministry of Power, Govt. of India,
4th Floor, Sewa Bhawan,
R. K. Puram, New-Delhi 110066,
INDIA
1. Letter of Invitation

This Request for Proposal (RfP) is for **Hiring of Agency for carrying out feasibility study for converting existing buildings to Nearly Zero Energy Buildings (nZEB).**

In order to promote implementation of energy efficiency measures in the existing buildings, the Government of India is promoting Nearly Zero Energy Buildings.

Energy Audit Studies have revealed a savings potential to the extent of 40% in end use such as lighting, cooling, ventilation, refrigeration etc. Energy cost savings resulting from EE measures directly benefit building owners and occupants over the life cycle of the building. BEE aims to convert various existing buildings to nZEB.

The submission of the RfP document must be accompanied with the payment of the bid processing fees of Rs. 5,000/- (INR Five Thousand only) and Ernest Money of Rs. 5,00,000/- (INR Five Lacs Only). The payment will be accepted in the form of crossed demand draft of any scheduled bank, payable at par in New Delhi in favour of Bureau of Energy Efficiency, New Delhi.

Last Date for Submission of RfP: 16:00 hrs (IST) on 6th August, 2019. In case of any clarifications, the agencies may contact Shri Saurabh Diddi, Director, BEE Tel:(+91)-11-26766730, Email: sdiddi@beenet.in

Secretary,

Bureau of Energy Efficiency
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Subject</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Employer and Project</td>
<td>BEE Hiring of Agency for carrying out feasibility study for converting existing buildings to Nearly Zero Energy Buildings (nZEB).</td>
</tr>
<tr>
<td>2</td>
<td>Last Date/Time and Venue for submission of bids</td>
<td>06/08/2019 16:00 Hrs Address: BEE office, 4th floor, Sewa Bhawan, R K Puram, New Delhi-110066</td>
</tr>
<tr>
<td>3</td>
<td>Nodal officer for issuing clarifications</td>
<td>Shri Saurabh Diddi Director Tel-011-26766730 email: <a href="mailto:sdiddi@beenet.in">sdiddi@beenet.in</a> Shri Abhishek Sharma Joint Director Tel-011-26766748 email: <a href="mailto:abhishek.sharma39@gov.in">abhishek.sharma39@gov.in</a> Ms Meenakshi Project Engineer Tel-011-26766716 Email: <a href="mailto:meenakshi@beenet.in">meenakshi@beenet.in</a></td>
</tr>
<tr>
<td>4</td>
<td>Contact person for submission of the bids</td>
<td>Secretary BEE office, 4th floor, Sewa Bhawan, R K Puram, New Delhi Tel-011-26766704 email: <a href="mailto:shekhar.meera@gov.in">shekhar.meera@gov.in</a></td>
</tr>
<tr>
<td>5</td>
<td>Financial bid opening</td>
<td>Will be informed</td>
</tr>
<tr>
<td>6</td>
<td>Validity of the Proposal</td>
<td>The Proposal must remain valid till one year from the date of submission of bids.</td>
</tr>
<tr>
<td>7</td>
<td>Submission of bids</td>
<td>Original financial bids (sealed in envelope) to be submitted.</td>
</tr>
<tr>
<td>8</td>
<td>Method of selection</td>
<td>Financial bids would be opened and work shall be awarded to the lowest (L1) bidder.</td>
</tr>
<tr>
<td>Sr. No</td>
<td>Subject</td>
<td>Particulars</td>
</tr>
<tr>
<td>--------</td>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>9.</td>
<td>Expected date and place of commencement</td>
<td>Agency will sign the contract after fulfilling all the formalities/pre-conditions <strong>within 5 working days</strong> of issuance of the letter of intent/award.</td>
</tr>
<tr>
<td>10.</td>
<td>Expected date of completion of the project</td>
<td>The agency is expected to complete the project within 6 months after the signing of the contract. However, activities/sub-activities are to be completed strictly as mentioned in the time-schedule of the RfP.</td>
</tr>
</tbody>
</table>
| 11     | Eligible Agencies for bidding | 1. Confederation of Indian Industry (CII)  
2. Environmental Design Solutions Pvt Ltd (EDS)  
4. Idam Infrastructure Advisory Pvt Ltd.  
5. PricewaterhouseCoopers Pvt Ltd (PwC)  
6. The Energy and Resources Institute (TERI) |

2. **Definition of Nearly Zero Energy Buildings (nZEB):**

_Nearly Zero Energy Building (nZEB):_ A building having an Energy Performance Index (EPI) of less than 15 kWh/m².year is classified as Nearly Zero Energy Building.

_Energy Performance Index (EPI):_ The EPI of a building is its ‘net annual energy consumption’ in kilowatt-hours per square meter of the building. EPI shall be determined by:

\[
\text{Energy Performance Index (EPI)} = \frac{\text{Net annual energy consumption in kWh}}{\text{Total builtup area in m}^2}
\]

_Net annual energy consumption:_ Annual energy use for the purposes of calculating EPI shall be calculated in kilowatt-hours (kWh) of electricity use per year per unit area. Energy sources other than electricity that are used in the building shall be converted to kWh of electric energy at the rate of 0.75 kWh per mega-joule (MJ). Net annual energy consumption shall be determined by:

\[
\text{Net annual energy consumption in kWh} = \text{Total annual energy consumption of building complex} - \text{Annual energy generated on site through renewable means}
\]
3. Scope of Work

The scope of work includes conducting feasibility study of the building for converting existing buildings to Nearly Zero Energy Buildings. Buildings details are as under

Table-1: Building Selection Criteria

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>(a) Type of Building</th>
<th>(b) Total Number of Buildings to be covered (100)*</th>
<th>(c) Minimum size of each building (floor area)</th>
<th>(d) Minimum load of each building (connected load / contract demand) or as notified by State/UT</th>
<th>(e) Climatic Zones to be covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Educational Institutions</td>
<td>Upto 20</td>
<td>5000 sqm</td>
<td>&gt;100kW / &gt;120 kVA</td>
<td>Composite, Warm &amp; Humid, Hot &amp; Dry, Temperate and Cold</td>
</tr>
<tr>
<td>2</td>
<td>Health Care</td>
<td>Upto 20</td>
<td>5000 sqm</td>
<td>&gt;100kW / &gt;120 kVA</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Hospitality</td>
<td>Upto 20</td>
<td>5000 sqm</td>
<td>&gt;100kW / &gt;120 kVA</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Shopping Complex</td>
<td>Upto 20</td>
<td>5000 sqm</td>
<td>&gt;100kW / &gt;120 kVA</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Airports, Railway Stations and Metro Stations</td>
<td>Upto 20</td>
<td>5000 sqm</td>
<td>&gt;100kW / &gt;120 kVA</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>*Any other type of Commercial Building</td>
<td>Upto 10</td>
<td>5000 sqm</td>
<td>&gt;100kW / &gt;120 kVA</td>
<td></td>
</tr>
</tbody>
</table>

Note*: 1. Total number of buildings to be covered is 100 but in case if 100 buildings are not getting covered under 5 categories of buildings mentioned above, the consultant may look for other category of buildings with the approval of BEE.

2. At least five buildings in each climatic zone (refer column (e)) and at least one type of building in (refer column (a)) each climatic zone.
The following analysis would identify the Buildings with the scope of deep retrofits for achieving nearly zero energy in existing buildings:

### 3.1. Inception Report:

The consultant will be responsible for preparation of Inception Report which will provide detailed approach and methodology:

- **i.** Methodology to be adopted for identification of the buildings.
- **ii.** Mobilization of building owners and signing of MoU.
- **iii.** Team Structure (Team member details and their CVs) and Responsibilities
- **iv.** Procedures and formats for Data Collection
- **v.** Software and tools to be utilised for simulation and analysis
- **vi.** Proposed Cost and Economic Assessment models

### 3.2. Identification of the Buildings:

The consultant will be responsible for identification of the Building as mentioned in the Table-1. The consultants may use different methods to identify such buildings via e-advertisements/ paper or other print media, cluster meetings/association meetings, etc. However, at least one public advertisement in English National and local newspaper is essential to maintain transparency in selection.

**The cost for advertisement will be borne by the consultant.**

### 3.3. Selection of the Buildings:

The consultant will be responsible for selection of the Buildings as mentioned in the Table-1 in consultation with BEE. The consultant shall develop methodology for selection of potential nZEB buildings. The outputs of this task are the following:

- **i.** Proposed methodology for selection of buildings
- **ii.** List of selected buildings based on proposed methodology

BEE reserves the right for selection of building.

### 3.4. Mobilize (Sign up) commitment with Building Owners:

The Consultant will be responsible to mobilize commitment with building owners. The agency should provide details and methods on how they intend to engage, mobilize to sign-up potential nZEB. The outputs of this task are the following:

- **i.** Letter of Intent signed by owner
- **ii.** List of buildings with one page profile on each building mentioning following parameters:
  - **a.** Owner details
  - **b.** Plot area
3.5. Data Collection:

The consultant shall collect the following data from the owner of selected Buildings:

Given that the focus is on retrofit of building systems, the consultant shall conduct a detailed energy audit to finalize the baseline based on existing systems installed in the building, usage parameters vis-à-vis technical parameters required to be met after retrofits such as lux levels, thermostat set-points, etc. and propose energy efficiency retrofits accordingly. The energy audit report shall include the following:

i. determining the building total built-up area, site layout plan, Building envelope plan
ii. clearly document the energy use, costs, and current building performance
iii. Calculation of existing energy performance index (EPI) which is the ratio of total annual energy used to the total built-up area (kWh/sq.m./year)
iv. Energy Mapping of the Building to determine energy consumed by the building systems by collecting information related to HVAC System, Lighting systems and others
v. Mapping of existing renewable energy systems installed in building complex
vi. Comparison of the calculated EPI of calibrated energy model with ECBC 2017 standard design
vii. Preliminary list of proposed ECMs based on the performance analysis of existing building systems

3.6. Techno-economic Analysis

Perform techno-economic analysis of the proposed ECMs in consultation with respective building owner and BEE:

i. **Perform Energy Simulations:** After determining the ECMs, the consultant will perform energy simulations to determine the retrofit potential based on the best available technology.

ii. **Formulate Retrofit Action Strategy:** After energy simulations of various ECMs, consultant shall estimate detailed project cost and savings calculations with high level of confidence. In addition to this consultant will also provide owner with best retrofit plan based on best available technology in the market and then decide by working on the various parameters like annual saving, payback period, capital cost, etc.
For all the practical measures and recommendations, cost benefit analysis needs to be carried out. This will help the owner of the building to select the best retrofit option as per their requirement and budgetary constraints. Once the retrofit plan is finalized after conducting a thorough cost benefit analysis, the team should develop the implementation plan incorporating selected ECMs. The outputs of this task are the following:

i. Develop Techno-Commercial Feasibility Report for selected buildings incorporating:
   a. Methodology for technical analysis or assessment
   b. Definition of inputs and assumptions
   c. Outputs and results
   d. Conclusions and Recommendations
   e. Specifications of proposed strategies/technologies; and
   f. Financial feasibility analysis

4. Timelines
Selected agencies will be required to deploy suitable team to complete the work in 6 months.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activities</th>
<th>Submission</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>• Inception Report</td>
<td>Inception Report</td>
<td>15 days from the signing of the contract</td>
</tr>
<tr>
<td>2</td>
<td>• Identification of the Buildings</td>
<td>• List of identified buildings</td>
<td>3 months from the signing of the contract</td>
</tr>
<tr>
<td></td>
<td>• Selection of the Buildings</td>
<td>• Selection of building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Mobilize (Sign up) commitment with Building Owners</td>
<td>• Approval from BEE on final list of building</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Signing of commitment with Building Owners</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>• Data Collection</td>
<td>• Submission of Draft Report</td>
<td>6 months from the signing of the contract</td>
</tr>
<tr>
<td></td>
<td>• Techno-economic Analysis</td>
<td>• Approval from BEE</td>
<td></td>
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<tr>
<td></td>
<td>• Final Report</td>
<td>• Submission of Final Report</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Power point presentation on each building</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Report on each category of the building</td>
<td></td>
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</tbody>
</table>
5. Payment Terms

i. Payment authority will be Bureau of Energy Efficiency.

ii. The successful bidder shall raise the invoice in favour of “The Secretary, Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, Sector – 1, R. K. Puram, New Delhi”.

iii. Payment will be made after the end of timeline mentioned below. The payment breakdown will be as follows:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Payment Terms</th>
<th>Payment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>After completion of Activity 1 (refer section 4 timeline or actual completion whichever is later)</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>After completion of Activity 2 (refer section 4 timeline or actual completion whichever is later)</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>After completion of Activity 3 (refer section 4 timeline or actual completion whichever is later)</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>(Final payment will be done on the basis of number of buildings covered under the study i.e. on pro rata basis )</td>
<td></td>
</tr>
</tbody>
</table>

*Note: BEE shall process the payment after the receipt of the invoice at the end of each set of activities. However, the work schedule shall be adhered and shall not be affected due to payment related process.

In case consultant is not able to cover hundred buildings, the payment will be done on pro rata basis.

iv. GST will be paid extra as per the rules of Government of India

v. No extra amount shall be paid on any ground whatsoever.
6. **Earnest Money Deposit**

An Earnest Money Deposit (EMD) of Rs.5,00,000 (Rupees five lac only) is to be deposited by the bidders by way of Banker’s Cheque / Demand Draft drawn in favour of “Bureau of Energy Efficiency”, payable at New Delhi.

This should be enclosed in the same cover as that of the Financial Bid.

6.1. EMD will not carry any interest.

6.2. EMD will be forfeited if:

a. A bidder withdraws from the tender, or amends its tender, or impairs, or derogates from the tender in any respect within the validity period of his tender.

b. If a bidder having been notified of the acceptance of his tender by BEE during the period of its validity:

   - Fails to furnish the performance security within the specified period for the due performance of the contract, or
   - Fails or refuses to accept / execute the contract.

6.3. EMD furnished by the unsuccessful bidders would be returned without any interest on completion of the tender process, i.e., after award of the contract.

6.4. EMD of the successful bidder would be returned without any interest after receipt of the Performance Security as per the terms of the contract.

6.5. Bids received without EMD will be rejected.

7. **Performance Security**

The successful bidder would be required to deposit an amount equivalent to 10% of the value of the contract. This may be furnished either through a Banker’s Cheque / Demand Draft in favour of “Bureau of Energy Efficiency”, payable at New Delhi, or through a Bank Guarantee (for a similar amount) by a scheduled Commercial Bank. The Bank Guarantee is to be furnished within 14 days of award of the contract. This is to be sent to BEE directly by the issuing Bank under Registered Post / Speed Post.

The Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of all obligations under the contract. BEE would verify the authenticity of the Bank Guarantee from the issuing Bank before acceptance thereof.

The costs incurred in furnishing the Bank Guarantee would be entirely borne by the successful bidder.
In case the Performance Security is furnished by Banker’s Cheque / Demand Draft, the amount will be returned without interest within 60 days of completion of all obligations under the contract.

The Performance Security will be returned after adjusting for penalties on account of deficiencies, if any, in the performance of the contract.

8. Liquidated Damages

Liquidated damages would be imposed @ 0.5% per week or part thereof for the delay in delivery (refer section 4 for Timeline) as may be attributed to the successful bidder for each payment milestone as defined in the contract, subject to a maximum of 10% of the contract value. Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to BEE under the terms of the contract.

9. Evaluation Criteria

The financial proposal submitted should specify the **total cost for carrying out the feasibility study (including man power, TA, DA and other expenses)**. The work will be awarded only to the lowest (L1) bidder after financial bid evaluation based on quoted cost.

The financial proposal will be valid for the period one year.

**NOTE:**

1) Separate envelope should be submitted by the bidder and should be marked as ‘Bid submission against the RfP Hiring of Agency for carrying out feasibility study for converting existing buildings to Nearly Zero Energy Buildings (nZEB).

2) Bid should be accompanied with a **Bid processing fee** of INR 5000/- in form of DD drawn in favor of “Bureau of Energy Efficiency, New Delhi”.

3) Contact details (Bureau of Energy Efficiency) for Submission of bids: Secretary, Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, R K Puram, New Delhi – 110066

10. Contents of the Proposal

Bidding agency is expected to examine all instructions, forms, terms & conditions and Statement of Work in the Proposal. Failure to furnish all information required or submission of a Proposal not substantially responsive to the Proposal in every respect will be at the risk and may result in the rejection of the application.

11. Conflict of Interest

Bidding agency should not have any conflict of interest with the work that is needed to be undertaken.
12. Language of Proposal
The Proposals prepared by the agency and all correspondence and documents relating to the proposal exchanged by the agency and BEE, shall be written in the English language, provided that any printed literature furnished agency may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

13. Confidentiality
BEE requires that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.

14. Authorized Signatory for Agency
The “Agency as used in the Proposal shall mean the one who has signed the Bid document forms. The authorized signatory should be the duly Authorized Representative of the Agency, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the agency shall be annexed to the Proposal. BEE may reject outright any Proposal not supported by adequate proof of the signatory’s authority.

15. Contact details of the Agency
Agency who wants to receive BEE’s response to queries should give their contact details to BEE. The Agency should send their contact details in writing at the BEE’s contact address as indicated in document.

16. Other Terms & Condition
- BEE reserves the right to reject any or all the proposals received at its discretion, without assigning any reason whatsoever, and no costs would be paid to agency for the same.
- Acceptance of the Proposal will rest with the Competent Authority of the BEE. No reasons will be given for acceptance or rejection of the contract thereof.
- The BEE reserves the right to cancel this RFP. Any and all proposals may be rejected in whole or in part when it is in the best interest of the BEE.
Financial Proposal

Annexure-1

To
The Secretary,
Bureau of Energy Efficiency,
4th Floor Sewa Bhawan,
R.K. Puram Sec-1
New Delhi-110066

Dear Sir,

Sub: Hiring of Empaneled for carrying out feasibility study for converting existing buildings to Nearly Zero Energy Buildings (nZEB).

1. The undersigned Bidders, having read and examined in detail all the documents in respect of Hiring of Empaneled for carrying out feasibility study for converting existing buildings to Nearly Zero Energy Buildings (nZEB); and do hereby submit their proposal to provide services as specified in the scope of work.

2. Correspondence Details: Our correspondence details are:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
</tr>
<tr>
<td>2</td>
<td>Address of the Bidder</td>
</tr>
<tr>
<td>3</td>
<td>Name of the contact person to whom all references shall be made regarding this tender</td>
</tr>
<tr>
<td>4</td>
<td>Designation of the person to whom all references shall be made regarding this tender</td>
</tr>
<tr>
<td>5</td>
<td>Address of the person to whom all references shall be made regarding this tender</td>
</tr>
<tr>
<td>6</td>
<td>Telephone (with STD code)</td>
</tr>
<tr>
<td>7</td>
<td>E-Mail of the contact person</td>
</tr>
<tr>
<td>8</td>
<td>Fax No. (with STD code)</td>
</tr>
</tbody>
</table>

Work shall be awarded only to the lowest (L1) bidder after financial bid evaluation

Note: The envelope containing financial proposal should be written with i.e. “Bid submission against the RfP for Hiring of Empaneled for carrying out feasibility study for converting existing buildings to Nearly Zero Energy Buildings (nZEB).
Envelope (A)- Financial Proposal

**Form 1:** Organizational Profile & Team details

**Form 2:** Total financial Cost

**Form 3:** Declaration Letter

**Bid processing fee** of INR 5000/- for each cluster in form of DD drawn in favor of BEE.

Financial proposals without Bid Processing fee will be rejected directly and not considered for evaluation. **Separate financial proposal (along with bid processing fee) should be submitted by the firm in separate sealed envelope mentioning the name of the organization on the envelope.**

Copy of Registered Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this proposal

We hereby declare that our proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully

(Signature of the Bidder)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

<table>
<thead>
<tr>
<th>Witness</th>
<th>Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
<td>Designation</td>
</tr>
<tr>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
FORM 2 - Total financial Cost

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)


I/We, the undersigned, offer to provide the services for the above in accordance with your Request for proposal dated (Date), with our Financial Proposal.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Cost exclusive of taxes</th>
<th>Rupees (exclusive of taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost for feasibility study of 100 buildings</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Total Cost (in figures)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Total Cost (in words)</td>
<td></td>
</tr>
</tbody>
</table>

The financial proposal shall take into account all expenses and tax liabilities associated in execution of the deliverables as per the RFP. GST, if any, will be applicable as per prevailing rates. BEE shall in no way be responsible to incur any other extra costs associated with this task.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Seal:
**Form 3 - Declaration letter**

Declaration Letter on official letter head stating the following:

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract

We are not black-listed by any Central / State Government / Public Sector Undertaking in India

<table>
<thead>
<tr>
<th>Witness:</th>
<th>Bidder:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
<td>Designation</td>
</tr>
<tr>
<td></td>
<td>Company</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

Disclaimer

*BEE and its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of BEE and/or any of its officers, employees.*