

### Clarifications and Amendments-4

#	Reference Clause or Pg. No.	Bidder's Query	Clause quoted/referred by Bidder as per EoI	Clarification to bidder	Nature of comments
1.	Pg. 4 3. DEFINITIONS			<b>Project Duration</b> – Shall be limited to 120 months from date of signing of AMISP contract by RECPDCL or as per requirement of Utility. Broadly, the timelines shall be in line with AMISP SBD v4 and its amendments.	Amendment
2.	Pg. 4 4. QUALIFICATION REQUIREMENT		<p>5. The Bidder, participating in the bid as a Sole Bidder and its Sub-Contractor(s) should not be blacklisted /debarred/banned/suspended as on date of bid submission:</p> <p>a. due to conviction of an offence</p> <p>i. Under the Prevention of Corruption Act, 1988; or,</p> <p>ii. the Indian Panel Code or any other law for the time being in force, for causing any loss of life or property or causing threat to public health as part of execution of a public procurement contract</p> <p>b. through any order /list issued by Department of Expenditure (DoE), Ministry of Finance (MoF)</p> <p>c. due to breach of code of integrity as per rule 17 of GFRs 2017 in any government</p>	<p>5. The Bidder, participating in the bid as a Sole Bidder and its Sub-Contractor(s) should not be blacklisted /debarred/banned/suspended as on date of bid submission:</p> <p>a. due to conviction of an offence</p> <p>i. Under the Prevention of Corruption Act, 1988; or,</p> <p>ii. the Indian Panel Code or any other law for the time being in force, for causing any loss of life or property or causing threat to public health as part of execution of a public procurement contract</p> <p>b. through any order /list issued by Department of Expenditure (DoE), Ministry of Finance (MoF)</p> <p>c. due to breach of code of integrity as per rule 17 of GFRs 2017 in any government</p>	Amendment

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#	Reference Clause or Pg. No.	Bidder's Query	Clause quoted/referred by Bidder as per EoI	Clarification to bidder	Nature of comments
			<p>organisation or regulatory agencies or Govt. undertaking.</p> <p>d. By any Ministry/Department/Organisation under Govt. of India</p> <p>This clause shall be interpreted in-line with Rule 151 of GFRs, 2017 along with any guidelines/amendment issued by DoE, MoF</p> <p>Bidder should submit a self-undertaking signed by its authorized signatories for the same as per the format prescribed in Annexure A</p>	<p>organisation or regulatory agencies or Govt. undertaking.</p> <p>d. By any Ministry/Department/Organisation under the State Govt. <b>where AMISP contract shall be awarded to RECPDCL.</b></p> <p>This clause shall be interpreted in-line with Rule 151 of GFRs, 2017 along with any guidelines/amendment issued by DoE, MoF</p> <p>Bidder should submit a self-undertaking signed by its authorized signatories for the same as per the format prescribed in updated Annexure A given in current clarification.</p>	
3.	Pg. 4 4. QUALIFICATION REQUIREMENT		<p>6. The Bidder, participating in the bid as a Sole Bidder and its Sub-Contractor(s) shall not be blacklisted /debarred/banned/suspended by the RECPDCL or any of its subsidiaries/ holding company, as on the date of submission of the Bid. Bidder should submit a self- undertaking signed by its authorized signatories for the same as per the format prescribed in Annexure A</p>	<p>Clause 6 stands omitted</p>	Amendment
4.	Pg. 4 4. QUALIFICATION REQUIREMENT			<p>Pre-Contract Integrity Pact to be submitted as per Form 20 given with this Amendment</p>	Amendment
5.	Amendment 2 issued on 06.06.2024		<p>The bidder shall have to empanel across all categories of Smart Meters.</p>	<p>The bidder shall have to empanel across all categories of Smart Meters.</p>	Amendment

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#	Reference Clause or Pg. No.	Bidder's Query	Clause quoted/referred by Bidder as per EOI	Clarification to bidder	Nature of comments
	Pt. 24		Bidder is allowed to source the meters from external parties, provided, they submit Form 22 as per AMISP SBD v4 with its partner under this EOI	Bidder is allowed to source the meters from external parties, provided, they submit Form 22 and 23 as per AMISP SBD v4 with its partner under this EOI.	

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## Form 20 Pre-Contract Integrity Pact

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]*

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2021, between, on one hand, the ..... (Name of Owner) acting through Shri..... (Name and designation of Project Manager) (hereinafter called the "BUYER", which expression shall mean and include, unless *the* context otherwise requires, his successors in office and assigns) of the First Part and M/s..... (Name of Bidder) represented by Shri\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU/Utility/Department of State Govt. performing its functions on behalf of the ..... (Name of owner).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

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Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

- 3.0 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount..... (to be specified in EoI) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the EoI).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of ..... years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the 'Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions



wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for

imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Deleted

## 8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable

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to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

### **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

### **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

### **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at .....on.....

BUYER

BIDDER

Name of the Officer

XXXX

Designation

Witness

Witness

1.....

2.....

2.....

3.....

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers

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## Annexure A – Covering Letter

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

[RECPDCL]

[Address]

**Sub: EOI for providing Smart Meters for Advance Metering Infrastructure (AMI) Prepaid Solution**

*Ref: [Tender Details]*

Dear Sir/ Madam,

We, the undersigned ..... *[Insert name of the Bidder]* having read, examined and understood in detail the EOI for providing Smart Meters for Advance Metering Infrastructure (AMI) Prepaid Solution basis hereby submit our Bid comprising of Technical Bid.

1. We give our unconditional acceptance to the EOI including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by RECPDCL, as amended. In token of our acceptance to the EOI, the same have been initialed by us and enclosed to the Bid. We shall ensure that our Consortium shall execute such requirements as per the provisions of the EOI and provisions of such EOI shall be binding on us.

**2. Fulfilment of Eligibility**

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We undertake that we fulfil the Qualifying Criteria stipulated in the EOI and fulfil all the eligibility requirements as the Bidder as outlined in the EOI.

### **3. No Deviation**

We have submitted our Bid strictly as per terms and formats of the EOI, without any deviations, conditions and without mentioning any assumptions or notes in the said format.

### **4. Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by RECPDCL in respect of any matter regarding or arising out of the EOI shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to fulfilling our obligations as per the EOI.

### **5. Familiarity with Relevant Indian Laws and Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the EOI Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in the EOI and have been fully examined and considered while submitting the Bid.

### **6. Compliance with applicable laws/ guidelines for public procurement in India**

We confirm that we shall adhere to applicable laws for public procurement in India including the guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020, Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020, latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 and Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.

### **7. Contact Person**

Details of the contact person representing Bidder (registered Company) for the EOI are furnished as under:

Name: .....

Designation: .....

Company: .....

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Address: .....

Mobile: .....

Phone: .....

Fax: .....

Email: .....

1. We are submitting herewith the Bid containing duly signed formats, both in electronic and physical forms, (duly attested) as desired by you in the EOI for your consideration.
8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the EOI and subsequent communications from RECPDCL.
9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the EOI and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 1 (one) year from the Bid Submission Deadline.
11. We confirm that we have not taken any material deviation so as to be deemed non-responsive with respect to the provisions stipulated in the EOI.
12. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us or any of our Consortium Members or in the preceding 1 (one) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by us or any of our Consortium Members has not been forfeited, either partly or wholly, in any bid process in the preceding 1 (one) year from the Bid Submission Deadline.
13. We confirm that we and our subcontractors (strike whichever not applicable) are not currently blacklisted/debarred/banned/suspended as per clause 5 under Section 4 of this EOI.
14. A brief information regarding Sole/Lead Bidder is as follows:

S. No.	Information Requirement	Details
1	Company Name and Details	
2	Address of its place of business in India	

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S. No.	Information Requirement	Details
3	List of board of directors or regulating/controlling body	
4	Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies	
5	Memorandum and Articles of Association or document constituting the company and regulating its affairs	
6	Certificate of Commencement of Business issued by the Registrar of Companies	
7	Copy of the Goods and Services Tax (GST) Registration Certificate	
8	Provident Fund (PF) Certificate indicating PF Code	
9	Copy of Permanent Account Number (PAN) Card	
10	Copy of the Goods and Services Tax (GST) Registration Certificate	
11	Audited annual financial statements and financial Net worth for the last three years	
12	Any other papers or documents required by PIA at a later stage or in future	

15. We declare the following parties as our subcontractors/consortium members:

Meter Type	Proposed Consortium Member / Sub-Contractor(s)	Nationality
Single phase whole current Smart Meter (with Net-Metering) – Consumer Meter with Meter Box and requisite no. of polycarbonate seal		
Three Phase whole current Smart Meter (with Net-Metering) – Consumer Meter with Meter Box and requisite no. of polycarbonate seal		
Three phase LT-CT operated Smart Meter (with Net-Metering) – Consumer meter with CTs, control cables, without DI provisions Meter Box and requisite no. of polycarbonate seal		



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Meter Type	Proposed Consortium Member / Sub-Contractor(s)	Nationality
Three phase LT-CT operated Smart Meter (with Net-Metering) – DT Meter with CTs, control cables, with DI provisions Meter Box and requisite no. of polycarbonate seal		
Three phase LT-CT operated Smart Meter – Boundary Meter with CTs, control cables, with DI provisions Meter Box and requisite no. of polycarbonate seal		
Three phase CT/PT operated Smart Meter – Feeder Meter with CTs, control cables, with DI provisions Meter Box and requisite no. of polycarbonate seal		
Three phase CT/PT operated Smart Meter – Consumer Meter with CTs, control cables, with DI provisions Meter Box and requisite no. of polycarbonate seal		

We are submitting the relevant documents as proof of above declaration.

Dated the ..... *[Insert date of the month]* day of ..... *[Insert month, year]* at ..... *[Insert place]*.

Thanking you,

Yours Sincerely,

*[Insert Signature here]*

*[Insert Name here]*

*[Insert Designation here]*