



NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

DIRECTORATE OF CONTRACTS & MATERIALS MANAGEMENT

Phone No. 91-22-2599 3000 / 1000
Fax No. 91-22-2558 0741

Tender Section, A-'0' Block,
Ground Floor, Nabhikiya Urja Bhavan,
Anushakti Nagar, Mumbai 400 094.

INVITATION TO REQUEST FOR PROPOSAL (RFP)

To

M/s.

RFP No.

NPCIL/BSR-220MWe/2024/01

Dated

31.12.2024

Due Date

31.03.2025 UPTO 11:00 Hrs. IST

Date & Time of Opening

04.04.2025 at 14:00 Hrs. IST

Dear Sirs,

Request for Proposal (RFP) from Indian Tenderers, through a Single Stage Single Envelop/ Packet format, for 220 MWe PHWR Bharat Small Reactors (BSRs) In Brown/Green field sites offered by INDUSTRIES (For consumption of

Sub: electricity for their own use)

For and on behalf of Nuclear Power Corporation of India Ltd., Executive Director, Directorate of Contracts and Materials Management (C&MM), Nuclear Power Corporation of India Limited (NPCIL), a Government of India Enterprise, invites sealed response to Request for Proposal (RFP) from Indian Users, through a Single Stage Single Envelop/ Packet format, for 220 MWe PHWR Bharat Small Reactors (BSRs) In Brown/Green field sites offered by INDUSTRIES (For consumption of electricity for their own use) as detailed in this RFP. If Users are in a position to response in accordance with this RFP, please submit your proposal in a manner and method specified hereinafter.

Please note that Request for Proposal documents is available only at NPCIL website i.e. <https://www.npcil.nic.in>

Your response to this RFP be delivered at Tender Section, Directorate of Contracts and Materials Management, Nuclear Power Corporation of India Limited, "A-0" Block, Ground Floor, Nabhikiya Urja Bhavan, Anushakti Nagar, Mumbai 400 094 on or before the due date and time mentioned above.

Yours faithfully,

Executive Director (C&MM)

For and on behalf of Nuclear Power Corporation of India Ltd.
(The Purchaser)



NUCLEAR POWER CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

DIRECTORATE OF CONTRACTS & MATERIALS MANAGEMENT

Phone No. 91-22-2599 3000 / 1000
Fax No. 91-22-2558 0741

Tender Section, A-0 Block,
Ground Floor, Nabhikiya Urja Bhavan,
Anushakti Nagar, Mumbai 400 094.

RFP No. NPCIL/BSR-220MWe/2024/01

INSTRUCTION SHEET

Instruction to Users indicating the RFP number, last date and time for receipt of proposal, places at which the proposal can be submitted and the date/ time and venue wherein the proposals will be opened shall be as below:

- 1.0** Last date for receipt of proposal against RFP addressed to Executive Director, C&MM in sealed envelope at the following address:

Upto 11:00 Hrs. IST on **31.03.2025**

TENDER SECTION,
DIRECTORATE OF CONTRACTS & MATERIALS MANAGEMENT,
NUCLEAR POWER CORPORATION OF INDIA LIMITED,
NABHIKIYA URJA BHAVAN,
A-0 BLOCK, GROUND FLOOR,
ANUSHAKTI NAGAR, MUMBAI-400 094

Proposal documents (in Hard Form as well as in Soft Form (Pen Drive)) delivered by hand can be deposited in the Proposal Box kept at the above address.

- 2.0** DUE DATE AND TIME FOR OPENING OF PROPOSAL

14:00 Hrs. IST on **04.04.2025**

3.0 Manner And Method For Submission Of Proposals:

- 3.1 All proposals shall be made in ENGLISH. Proposals submitted in any language other than ENGLISH must be accompanied by ENGLISH translation. Any printed literature submitted with the proposal in any other language shall be accompanied by authenticated English translation and for interpretation the English version shall govern.

3.2 Proposals received after last date and time will be declared “Late”. Such proposals WILL NOT be considered and, therefore, it is in the interest of the users to ensure that the proposals reach the Executive Director, Directorate of Contracts and Materials Management, Nuclear Power Corporation of India Limited, Nabhikiya Urja Bhavan, A-0 Block, Ground Floor, Anushaktinagar, Mumbai-400 094 on or before the last date and time stipulated for receipt of proposals.

4.0 Expenses towards Submission of response to Request for Proposal (RFP)

4.1 Authority shall not be responsible for expenses incurred towards preparation and submission of response to RFP as well as other expenses incurred towards it.

5.0 Opening of Proposals:

5.1 The proposal received without requisite EMD (Earnest Money Deposit)/ Proposal Security, within the stipulated time indicated in the RFP shall be summarily rejected. Details of payment of EMD shall be submitted along with the Proposal as per below format. USER shall be required to submit non-interest bearing EMD (Earnest Money Deposit)/ Proposal Security of Rs 10 crores well within proposal submission due date through online mode in the Bank Account details as mentioned under sub-clause – xxiii “Proposal processing charges & Bank Details” under Annexure-3 of this RFP.

EMD/Proposal Security Amount	Transaction Date	Transaction reference no.	From which Bank transaction done

5.2 Users shall submit Integrity Pact as per Format given in Appendix III: Integrity Pact of RFP in ORIGINAL by stipulated due date and time for submission of proposal.

5.3 User shall submit a Non-Disclosure Agreement (NDA) as per the Appendix-V of RFP along with their proposal, with compliance of necessary legal requirement.

Note: The EMD payment details, IP and Non-Disclosure Agreement (NDA) shall be submitted in a SINGLE SEPERATE envelope inside the MAIN SEALED ENVELOPE. This envelope will be opened first to verify compliance towards above.

5.4 Venue for opening of the Proposals:

TENDER SECTION,
DIRECTORATE OF CONTRACTS & MATERIALS MANAGEMENT,
NUCLEAR POWER CORPORATION OF INDIA LIMITED,
NABHIKIYA URJA BHAVAN,

- 6.0** A pre-proposal meeting for providing clarifications to the user will be held offline at the date and time as indicated in the RFP at Nabhikiya Urja Bhavan, Nuclear Power Corporation of India Ltd., A-'0' Block, Ground Floor, Anushaktinagar, Mumbai-400 094. For this purpose, user should send their queries before the end date stipulated in RFP for seeking Pre-Proposal Clarifications, in specified format i.e., Appendix-IV only.

Note: Only Indian Citizens are allowed to attend the Pre-Proposal meeting. The details of representatives such as Name, Company Name, and Designation of the representative along with copy of Aadhaar Card and Authorization Letter from Company/User for participating in the Pre-Proposal meeting must be sent atleast two days prior to Pre-Proposal meeting date through email (edcmm_tender@npcil.co.in) to enable us to make requisite arrangements.

- 7.0** A soft & editable (in MS Excel) copy of the queries shall be sent by e-mail to edcmm_tender@npcil.co.in, in the specified format (i.e., Appendix-IV of RFP) five calendar days prior to the date of Pre-proposal meeting.
- 8.0** All communications/clarifications in hard copies, if, any, in respect of this RFP shall be addressed only to the Executive Director, Directorate of Contracts and Materials Management, Nuclear Power Corporation of India Ltd., Nabhikiya Urja Bhavan, “A-0” Block, Ground Floor, Anushakti Nagar, Mumbai-400094 and all communications/clarifications in soft form, if, any, in respect of this RFP shall be sent to edcmm_tender@npcil.co.in
- 9.0** In case the due date for opening of the proposal happens to be a holiday in NPCIL, proposal will be opened on the next working day.
- 10.** Amendments to RFP: The Authority reserves the right to issue any changes to RFP through amendments/corrigendum/addendum, clarifications, etc, to all Users who are interested to submit proposal, giving reasonable time, and prior to the proposal opening.

11. Users may please note that any future notifications, changes, extension of due date, etc. with regards to this Request For Proposal (RFP) will be published only at NPCIL website i.e. <https://www.npcil.nic.in>
12. User shall submit RFP checklist for submission made in the proposal as per the format below.

RFP CHECKLIST

Sr no.	Description	USER Confirmation (Yes / No)
1.	USER shall confirm the submission of EMD/Proposal Security transaction details along with the proposal in separate Envelop as per Annexure-3 of the RFP.	
2.	USER shall confirm the submission of Details of User as per Appendix-I of the RFP.	
3.	USER shall confirm the submission of Power of Attorney as per format Appendix-II of the RFP.	
4.	USER shall confirm the submission of Integrity Pact as per format Appendix-III of the RFP.	
5.	USER shall confirm the submission of Non-Discloser Agreement (NDA) as per format Appendix-V of the RFP.	
6.	USER shall confirm submission of documentary evidence in support of Qualification Requirements (QR) duly certified by Statutory Auditor of USER is submitted along with their proposal as per Annexure-3 clause-(ii) of the RFP.	
7.	USER shall confirm that they are meeting the criteria of Land area requirement as per Annexure-1: PART-A clause (A) of RFP. User to confirm that supporting information against above criteria is attached along with the proposal.	
8.	USER shall confirm that they are meeting the criteria of Acceptance/Rejection for setting up NPP as per Annexure-1: PART-A clause (B) of RFP. User to confirm that supporting information against above criteria is attached along with the proposal.	
9.	USER shall confirm that they are meeting the criteria of Screening Distance Values (SDVs) as per Annexure-1: PART-A clause (C) of RFP. User to confirm that supporting information against above criteria is attached along with the proposal.	
10.	USER shall confirm the submission of the proposal to Request for Proposal (RFP) in Hard Form as well as in Soft Form (Pen Drive) within due date & time of Proposal as per Annexure-3 of the RFP.	

RFP No. NPCIL/BSR-220MWe/2024/01



REQUEST FOR PROPOSAL

FOR

220 MWe PHWR Bharat Small Reactors (BSRs)

In Brown/Green field sites offered by

INDUSTRIES

(For consumption of electricity for their own use)

2024

Contents

DISCLAIMER	3
INTRODUCTION	6
Background	6
Project Details	6
Annexure -1: Technical Details of the NPP/BSR	18
Annexure-2: Information about likely expenditures during operation of the plant (other than CAPEX that would be required for EMCCR or/and EMFR or/and regular CAPEX required:	38
Annexure-3: Proposal related information	42
Annexure -4 Completion cost of similar plants along with date of completion	56

DISCLAIMER

The information contained in this Request for Proposal (the “**RFP**”) or any other information provided to the USERS, whether verbally or in writing or in any other form, by or on behalf of the Authority and its employees or advisors is provided to the USERS on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and further it is neither an offer nor an invitation by the NPCIL (hereinafter also referred interchangeably as Authority) to the USERS or any other Person. The purpose of this RFP is to provide the USERS with information that may be useful to them in the preparation and submission of their Proposals pursuant to this RFP.

This RFP includes statements which reflect various assumptions and assessments arrived at by the Authority and their advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the USERS may require. The information contained in this RFP may not be appropriate for all Persons and it is not possible for the Authority and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each USER should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP.

The information provided in this RFP to the USERS is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to

be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. The Authority and their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in this RFP.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any USER under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Proposal Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any USER upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Authority is bound to qualify any USER or to award the Project to any USER. The Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The USER shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may

be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the USER and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a USER in preparation or submission of the Proposal, regardless of the conduct or outcome of the Process.

INTRODUCTION

Background

On July 23, 2024, the Hon'ble Finance Minister Nirmala Sitharaman announced to bring out a policy document on appropriate energy transition pathways that balance the imperatives of employment, growth and environmental sustainability. One of the various measures announced by the Hon'ble Finance Minister, include opening up the nuclear power sector for private investments to boost the share of atomic energy production to achieve net-zero carbon emissions by 2070. One of the various measures announced by the Hon'ble Finance Minister, include partnering by Government of India with private sector for setting up Bharat Small Reactors ("**BSRs**:). This push for nuclear power, which is a non-fossil fuel and cleaner fuel, is in backdrop of India's commitment to net-zero goals.

Project Details

- i. The Industry/ies intending to set up the BSR, (hereinafter referred as "**USER**") will have right on entire electricity output generated (net of auxiliary consumption) by the Nuclear Power Plant ("**NPP**"). Assets of NPP, for purpose of operation, will get transferred to NPCIL. However, beneficial ownership i.e. right over electricity generated and available after auxiliary consumption, will remain with the USER. (Contract will be made having appropriate provisions for such arrangement).

- ii. The power plant will be eligible for status of Captive Generating Plant (“**CGP**”), (A proposal for suitable amendment of the Electricity Rules, 2005, notified under the Electricity Act, 2003 is under consideration of the Ministry of Power).
- iii. USER is expected to use the power for meeting its own captive power requirements. However, in case the USER wishes to sell the electricity to other customers the tariff therefor will be determined by the DAE as per Atomic Energy Act, 1962 (especially Section 22 thereof) and such sale of power to other user will also be subject to other applicable State and Central Government regulations.
- iv. Under the proposed business model, the entire funding, required for Capital Expenditure (“**CAPEX**”) and Operating Expenditure (“**OPEX**”) (from pre-project to entire life cycle including reinstating the assets in case of any damage and decommissioning), is that of the USER.
- v. The project is to be constructed by the USER under the supervision and control of the NPCIL, and on completion, the asset is to be transferred to NPCIL for operation. Any incidence of tax(es) either direct or indirect or any other tax, shall be borne by the USER so as to ensure that NPCIL is not required to bear any tax related to such transfer. If at all any tax is levied by the competent authority, it shall be reimbursed by the USER.
- vi. Finances shall be arranged by the USER, against intangible asset. i.e. right of the USER to have beneficial ownership of the electricity that will be produced by the NPP.

vii. The activities broadly divided in four (4) stages,

- Pre-project stage,
- Construction phase,
- Plant Operation phase,
- Decommissioning phase

a. Pre-project stage

- (i) USER will undertake a preliminary site evaluation study, of land offered/proposed by him for construction of BSR, to assess the suitability of site considering site selection guidelines of Atomic Energy Regulatory Board (“**AERB**”) (mainly in respect of ensuring that the site does not fall under rejection criteria). The site suitability carried by the USER, will be shared with NPCIL
- (ii) USER and NPCIL will enter into a non-committal MoU for carrying out pre-project activities. The intent of non-committal MoU is not to bind NPCIL for any financial or any other commitments to comply for initiation of the NPP under BSR project. It is exclusively for facilitating and helping the USER to explore the site suitability for the NPP project. All expenditure incurred by NPCIL, including but not limited to manpower expenses for the above referred work shall be borne by the USER.

(iii) Once the site is found to be suitable on preliminary study, USER will approach State Government authorities to seek reclassification of proposed land for setting up Nuclear Power Plant (in place of other forms of captive power plant) and also seek permission to sub-lease the land to NPCIL under long term lease agreement (for 99 years or more as agreed by both parties).

(iv) Once the approval from State Government is obtained, a definitive agreement, (say, **Agreement - 1**) will be drawn between USER and NPCIL. This agreement will facilitate the following :

- Sub-leasing of land to NPCIL for setting up Nuclear Power Plant (contingent ownership basis –at any stage, before initiation of construction of the NPP project, if NPP project is not taking off due to any reason the land will revert back to the USER).
- NPCIL will be project proponent for the purpose of various clearances to be obtained.
- USER will indemnify NPCIL till all approvals are received for construction of NPP project.

(v) USER & NPCIL will carry out the detailed site evaluation studies and USER will bear all expenses (including that incurred by NPCIL, including manpower cost of NPCIL). Once site evaluation report is available, NPCIL will approach DAE site selection committee for approval.

(vi) After the site is approved by DAE site selection committee, NPCIL will approach MoEFCC and other statutory agencies for clearances. USER will bear all expenses (including that incurred by NPCIL, including manpower cost of NPCIL).

(vii) The USER will select/identify agencies, for construction, of NPP under the supervision and control of NPCIL (except financial), amongst the approved list of vendors provided by the NPCIL.

b. Construction phase

(i) For efficient and timely execution of the NPP project up to Initial Fuel Loading (IFL), parties will enter into another agreement ((**say, Agreement-2**) binding the parties for their obligations under BSR initiative.

(ii) Contracts will be awarded by the USER, by choosing the contractor or/and supplier from the list of approved vendors or/and USERS that will be provided by NPCIL and Quality Assurance (“**QA**”) services shall be provided by NPCIL on basis of reimbursement by the USER of actual expenditure incurred by NPCIL.

(iii) NPCIL will approach AERB for stage-wise approval as per defined process and construction will be done by the agencies selected by the USER under supervision and control of NPCIL. If required, for such approvals, stage wise project assets will be transferred to NPCIL, subject to the regulatory requirements as per the Atomic Energy Act, 1962 (“**Atomic Energy Act**”) or/and AERB guidelines.

(iv) Once the NPP under BSR project has been fully constructed, the entire Asset will be transferred for purpose of operation thereof, to NPCIL under long term comprehensive O&M agreement (**say, Agreement-3**). The Asset transfer will be executed at a value of ₹ 1. The transfer is for possession, control and operation & maintenance, and decommissioning of nuclear power plant. All the cost including the taxes, if any, will be levied to the USER.

(v) There will be a tripartite agreement (**say, Agreement-4**) among USER, DAE and NPCIL for leasing of fuel and heavy water. All expenses for the fuel and heavy water are to be borne by the USER.

(vi) Fuel and heavy water will be supplied by the DAE to NPCIL under the tripartite agreement. At this stage the asset will vest to NPCIL irrespective of any contrary covenant(s) in the MOU & Agreements. The commissioning activities will be carried out by NPCIL.

c. Plant operation phase

(i) A comprehensive agreement (Agreement-3) as executed between NPCIL and USER for O&M including decommissioning of NPP shall be applicable.

(ii) NPCIL will operate the NPP as per AERB regulation, guidelines and other statutory requirements as applicable from time to time.

(iii) As per the norms for fixation of the tariff notified by the Department of Atomic Energy, the plant is expected to operate at Normative

Plant Load Factor (“**PLF**”) of 68.5%. The normative PLF is under consideration for revision to 72.5%.

- (iv) USER will bear the O&M and contingent CAPEX charges as applicable for safe, secured and efficient operation including En-masse Coolant Channel Replacement (EMCCR), En-masse Feeder Replacement (EMFR) etc. of NPP.
- (v) All cost related to construction, operation and maintenance of spent fuel management facilities within the plant including Away-from-Reactor (AFR) are to be borne by USER. In case AFR facility is planned as common facility for a single user or multiple users, the cost will be borne by the single user or proportionally apportioned among multiple users as decided by DAE.
- (vi) All cost related to construction, operation of waste management and D2O upgradation facilities shall be borne by USER.
- (vii) Apart from reimbursement of the actual expenditure to NPCIL at all the stages, USER shall pay the charges for its (NPCIL's) expertise at a rate specified in terms of paise/kWh to be paid for the electricity that is generated (net of auxiliary consumption). In the year 2030-31, the rate would be 60 paise/kWh. The charges will increase by 1 paise/kWh per year, i.e. for the year 2031-32 charges will be 61 paise/kWh, for the year 2032-33 the charges will be 62 paise/kWh and so on.)

(viii) For purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("**CLND Act.**") NPCIL shall be operator and NPCIL will ensure appropriate compliance by taking suitable financial security or/and insurance policy therefor and the cost of such financial security or/and insurance policy shall be reimbursable to NPCIL by the USER.

(ix) The fuel, spent fuel and heavy water shall always remain property of the DAE. At any point of time USER shall not have any ownership claim on the fuel, spent fuel and heavy water.

(x) The net generation of electricity will be given to USER and USER will make necessary arrangement for its off-take.

(xi) USER will provide the township with appropriate accommodation with suitable amenities, transportation, medical, schooling and other allied facilities including training facilities, security establishments, neighborhood development, etc. as agreed by the USER and NPCIL.

d. Decommissioning phase

The decommissioning activities will be carried out as provided in the Atomic Energy Act, 1962 and rules notified thereunder. The fund collected through the decommissioning levy as notified by the DAE from time to time and levied on the USER, will be used for funding the decommissioning activities. The maintaining of the fund shall be as per the guidelines issued by the DAE, from time to time.

viii. Exit Clause

- Once the NPP construction commences, exit from the project by either party is not contemplated during the entire life of the project considering the safety and security of the NPP.
- In case of unforeseen circumstances, the USER due to its own compulsions is unable to abide by the agreement conditions and is not in a position to continue with the project as financier & user, under such circumstances, USER after getting approval from the lender of his finances and subsequently approval of DAE / NPCIL, may enter into Substitution agreement with third party. Subsequently, a tripartite agreement may be signed between USER, NPCIL/DAE & third party. Third party would, henceforth, take the responsibilities of the USER, and shall agree to proposal by the original agreement with all obligations & rights of original USER. This agreement will also cover the aspects related to sale / guaranteed offtake of energy produced by NPP
- In circumstance(s) if the USER exits without substitute from the project at any stage, the entire NPP facility as exist at that stage including land will vest in the DAE without any compensation to the USER. DAE will review the project and may take appropriate decision in the public interest.
- In exceptional circumstance(s) if NPCIL exits from the project at any stage, the DAE will step in to take the responsibility of NPCIL and make

all the arrangement for efficient completion of NPP. The DAE will also make an appropriate arrangement for efficient operationalization of the NPP in the public interest.

ix. Force Majeure

- Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event. It may affect the performance of either Party. This is an act or event which is beyond the reasonable control of either Party and neither of the Party could have prevented or overcome by exercise of due diligence and following Good Industry Practice.
- A Non-Political Event means act of God, epidemic, extremely adverse weather conditions, chemical or radioactive contamination or ionizing radiation of external to plant origin, fire or explosion of external to plant origin, external strikes & boycotts interrupting supplies and services to the Project resulting in under performance of the Project.
- An Indirect Political Event means an act of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage industry-wide or State-wide strikes or industrial action resulting in underperformance of the Project.
- A Political Event means acts or events by or on account of any Government Instrumentality like change in Law whose consequences

can't be dealt by either party, compulsory acquisition in national interest or expropriation or any such analogous event or circumstances.

- Neither party shall claim any relief in respect of a Force Majeure Event. Upon occurrence of any Force Majeure Event at any time, NPCIL is not liable to bear any cost and USER will continue to pay to NPCIL for the resources, which NPCIL has deployed for the project construction/operation, and safety and security of the facility.
- In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure of DAE, Gol; provided that the burden of proof for the occurrence or existence of such Force Majeure Event shall be upon the Party not agreeing to existence of Force Majeure event

- x. The technical details of the NPP, to enable the USER to understand the scope involved are given in **Annexure-1**. The Annexure is further divided into three parts,

Part – A Pre-requisites for suitability of site for locating Nuclear Power plant (NPP)

Part – B Regulatory aspects

Part – C Project construction related information

- xi. Information about likely expenditures during operation of the plant (other than CAPEX that would be required for EMCCR or/and EMFR or/and regular CAPEX required) are indicated in **Annexure-2**
- xii. Various proposal related requirements are given in **Annexure-3**.
- xiii. Completion cost of similar units, along with year of completion thereof and also cost of periodical refurbishment on account of En-Mass Coolant Channel Replacement (“**EMCCR**”) and En-Mass Feeder Replacement (“**EMFR**”) of similar 220 Mwe units is indicated in **Annexure-4**.
- xiv. In case in future, if a Special Purpose Vehicle (“**SPV**”) is formed for implementation of BSR, NPCIL reserves a right to substitute itself with such SPV for implementation of the BSR for all/any activities included/indicated in this RFP, along with its rights and liabilities.

Annexure -1: Technical Details of the NPP/BSR

PART –A

Pre-requisites for suitability of site for locating Nuclear Power plant (NPP)

Suitability of a candidate site for locating NPP is assessed with respect to the requirements laid down in the latest revision of AERB Safety Code on Site Evaluation of Nuclear Facilities (AERB/NF/SC/S) and AERB safety guides pertaining to siting series (AERB/NFSG/S-1 to AERB/NF/SG/S-11) provide guidance for meeting the requirements of this code.

Major requirements for assessment of preliminary feasibility of site for locating 2 x 220 MWe BSR, in line with the above code and guides are as follows: -

(A) Land area requirement for 2 x 220 MWe BSR

The area of land required for twin unit 220 MWe BSR is around 331 hectares considering an exclusion zone radius of 1 km and 87 hectares considering an exclusion zone of 0.5 km from center of both the reactors. The land required for township including CISF colony will be additional. In case, the pump house required for drawl of raw water from a reservoir is to be located near to the reservoir (i.e. beyond the plant property boundary), additional land will be required for locating the pump house.

Note: At present, as per the Code on siting EZ Radius is specified as 1 km. Proposal for further reduction from 1 km of EZ radius is under review

(B) Acceptance/Rejection criteria

Proposed site is required to be investigated w.r.t. safety against external environmental hazards. Acceptance/rejection criteria considered for preliminary site selection process

as per the latest revision of AERB Safety Code on Site Evaluation of Nuclear Facilities (AERB/NF/SC/S) is given in table below:

Sr. No.	Acceptance/rejection criteria for setting up NPP	
1	Seismic Zone	NPP <i>shall not be</i> sited in <i>Seismic Zone-V</i> as per BIS-1893 (2016).
2	Presence of Active fault	Existence of an <i>active fault within a distance of 5 km</i> of a proposed site shall <i>render the site unacceptable</i> for locating any NPP facilities.
3	Formation of sand dunes	Unless engineering solutions exist, regions prone to, or having <i>migratory sand dunes</i> is required <i>to be avoided</i> .
4	Water requirement	At least for <i>7 days storage of water at plant site is required</i> to be ensured which is required for the long-term heat removal from the core and spent fuel. If this cannot be ensured under all circumstances, the site will be deemed unsuitable.

(C) Screening Distance Values (SDVs) for man-made hazards

The Screening Distance Values (SDVs) of man-made hazards of a candidate site ***for its ready acceptance*** is given in the Table below. If the site does not satisfy any one of SDVs, it will be accepted based on the protection by means of suitable engineering, design or/and administrative procedures.

Screening Distance Values (SDVs) for man-made hazards		
Sr. No.	Characteristics	SDV
1	Distance from airports including military airfields	16 km
2	Distance from military installations storing ammunition etc.	16 km
3	Distance from industrial facilities involving storage/handling of chemicals, explosives, etc.	16 km
4	Distance from places of architectural/historical monuments, pilgrimage and tourists interest that could attract large floating population	5 km

(D) Water Requirements

(I) Water requirement for 2 x 220 MWe BSR – *Inland sites*

Sr. No.	Water consumption	Flow Rate (m³/hr)
1	N.D.C.T. Evaporation Blow Down Drift loss	1470 835 145 Total : 2450
2	I.D.C.T. Evaporation Blow Down	170 120 Total : 290
3	Domestic Requirements	100
4	Chlorination Plant Requirement	5
5	Screen Wash Water Requirement	25
6	Pump Internal Water Consumption (<i>For Cooling & Lubrication</i>)	5
7	Emergency Make-Up Pond	5
8	Fire Water System Make-up	30
	Total	2910
	Total water requirement with 10% margin	3250 m³/hr
9	Additional make up water required over and above the blowdown from NDCT & IDCT	1550
	Total Water requirement	4800 m³/hr

(II) Water requirement for 2×220 MWe BSR – Coastal sites

Sr. No.	Location	Flow Rate (m ³ /hr)
(A) Sea water cooling (Once Through system)		
1	CCW + NAPW Circuit Heat Load per unit: 455.7 x 106 kcal/hr (530 MWth) Allowable Temperature difference: 7 deg C	65210 m ³ /hr per unit Total for two units: 1,30,420 m ³ /hr
	Total Sea water cooling requirement with 10% margin	1,44,000 m ³ /hr
(B) Fresh Water (River / Lake water) Make up requirements		
1	I.D.C.T. (APWC cooling safety related cooling system) Evaporation Blow Down	
		170 120 Total: 290
2	Domestic Requirements	100
3	Chlorination Plant Requirement	5
4	Screen Wash Water Requirement	25
5	Pump Internal Water Consumption (For Cooling & Lubrication)	5
6	Emergency Make-Up Pond	5
7	Fire Water System Make-up	30
	Total	460 m³/hr
	Total Fresh Water make up requirement with 10% margin	506 m³/hr

Preliminary site data for the proposed site shall be submitted to site selection committee of DAE for acceptance. On acceptance of site by DAE further detail studies to be carried out for preparation of detail Site Evaluation Report, which is required for Application for siting consent to AERB.

PART –B

Regulatory aspects

All the activities right from site selection, design, construction, commissioning, operation and decommissioning of a Nuclear Power Plant (NPP) are regulated by Indian Nuclear Regulator i.e., Atomic Energy Regulatory Board (AERB). Applicable AERB codes and guides are to be complied in the various stages.

The legal and regulatory framework for NPPs is provided in latest revision of AERB Safety Code on Regulation of Nuclear and Radiation facilities (AERB/SC/G). The Consent for siting, construction, commissioning and License for operation and decommissioning of NPP is required to be obtained from AERB. The objective of the Consent/License issued by AERB is to establish regulatory control over the activities of applicant/licensee of the NPP to ensure that such activities do not pose undue risk to personnel, public and the environment. For the sake of 220 MWe BSR applicant/Licensee will be NPCIL.

Licensing is a continuous process throughout the lifetime of the NPP. The major stages involved in licensing process of NPP are:

- 1) Siting
- 2) Construction
- 3) Commissioning
- 4) Operation
- 5) Decommissioning
- 6) Release from Regulatory Control

It is required to submit an application along with identified submissions at each of the licensing stage. Apart from these identified submissions, other documents, referred to as 'supporting documents', may also be required during the safety review and assessment of application for Consent or License.

1) Siting

The consent at the first major stage, namely **Siting**, involves Site evaluation review process. This process may be divided in two sub-stages: (a) Preliminary evaluation and (b) Detailed evaluation.

In the preliminary evaluation, site suitability is assessed considering seismic zone, distance to active fault, screening distance values, availability of cooling water, preliminary assessment of feasibility of implementation of emergency response and preliminary assessment of foundation strata.

In the detailed evaluation stage, detailed assessment of design basis of external events and hazards, radiological impact assessment, detailed assessment of feasibility for implementation of emergency response, nuclear security measures with respect to site characteristics is carried out. The site is also evaluated with respect to all rejection criteria. Based on the satisfactory review of the application for siting, AERB issues 'Siting' consent.

Following submissions are required to be made as minimum along with application for siting Consent to AERB: -

- i. Site Evaluation Report (SER)

- ii. Report on Clause-wise compliance to AERB/NF/SC/S
- iii. Report on feasibility study for Emergency Preparedness
- iv. Report on dose apportionment considering all routes of effluent release to environment
- v. Report on Nuclear Security measures
- vi. Radioactive Waste Management Plan

2) Construction

The 'Construction' refers to start of civil works, erection of System Structures and components (SSCs) and performance of associated tests. Start of civil works is considered from commencement of Excavation inside operating island, and subsequently involves sub-stages such as First Pour of Concrete (FPC) and Major Equipment Erection (MEE).

Design and associated safety analysis of NPP should be finalized prior to submission of application seeking Consent for Construction. The Consent for 'Construction' is issued only after the design safety aspects of NPP including safety analysis are reviewed and NPP design is approved. The design safety aspects and those SSCs, which are irreversible are taken into account during this review. Based on the review and assessment of the NPP design, AERB identifies appropriate Regulatory Hold Points (RHP) during this Licensing stage e.g., Excavation of Site (**Excavation consent**), First Pour of Concrete (**FPC Consent**), Major Equipment Erection (**MEE Consent**) or additional intermediate stages, as found appropriate on case-to-case bases.

AERB might consider compliance check of various QA aspects to verify the Applicants' QA program implementation during manufacturing process and acceptability of third-party inspection services, as applicable.

The following submissions are required to be provided as minimum along with the application for consent for construction:

- i. Preliminary Safety Analysis Report (PSAR),
- ii. Fire Hazard Analysis Report
- iii. Organization Structure of Responsible Organization (including Design Authority)
- iv. QA program for design, procurement and construction (including manufacturing)
- v. Clause-wise compliance to AERB safety codes on Design and Quality Assurance
- vi. Equipment Qualification Program Manual
- vii. Site-specific qualification of SSCs w.r.t. site specific parameters
- viii. Ageing Management Program Manual
- ix. Conceptual Decommissioning Plan

3) Commissioning

The commissioning activities may be initiated during the later period of Construction. There can be some overlap between the construction and commissioning stages wherein individual SSCs may be commissioned before construction of the entire NPP is complete. Commissioning activities are carried out in phases. Based on the review, AERB would identify RHP within these phases.

It is required to ensure compliance with licensing conditions and regulatory requirements at each RHP and submit a status report to seek AERB permission before proceeding further. Important commissioning and initial operation tests may be witnessed/observed by AERB.

The following submissions are required to be provided as minimum along with the application:

- a. Updated PSAR
- b. Pre-Service Inspection (PSI)/In-Service Inspection (ISI) Manual
- c. Clause-wise compliance to AERB safety codes
- d. Overall commissioning Program (indicating different RHPs)
- e. Test Program and Acceptance Criteria
- f. Organization Structure of Responsible Organization (including Commissioning Group)

4) Operation

a) License for Initial Operation

The 'Initial Operation' of the NPP is considered to have started from stage the fuel is loaded in the reactor.

AERB reviews initial test program, readiness of the applicant's organization for the 'Initial Operation' of NPP and ensures that the NPP would be operated safely. Any deviations noted during the review of NPP system performance data from design parameters (prior to initial fuel loading) would be reviewed appropriately by AERB.

License for 'Initial Operation' of NPP for a period of 5 years is granted by AERB only after confirming that Applicant has demonstrated compliance with applicable regulatory safety requirements. Within this period, RHPs are defined for First Approach to Criticality ("**FAC**"), Low power physics experiments, Integrated tests at different power levels and Demonstration of Stable Operation ("**DSO**") of NPP.

AERB reviews and verifies that results of Initial Operation tests and performance data of SSCs at various power levels are consistent with operational limits and conditions. The deviations, if any, are to be resolved to the satisfaction of AERB. At the final RHP on 'Demonstration of the stable operation of NPP', the performance of NPP at a 'stated reactor power' for a 'stated period' justified by Applicant and approved by AERB is evaluated for granting permission for continued operation of NPP for the remaining period of the 'Initial Operation'.

The Applicant is required to submit the following submissions for obtaining permission of AERB on the final RHP (i.e. Demonstration of stable operation of NPP):

1. Final Safety Analysis Report (FSAR)
2. Technical Specifications for Operation (updated)
3. Fire Hazard Analysis Report (Updated)
4. Radiation Protection Manual (Updated)
5. In-Service Inspection (ISI) Manual (Updated based on PSI)
6. Emergency Preparedness and Response (EPR) Plans (Updated)
7. Conceptual Decommissioning Plan (Updated)
8. Program for safe management of operation of the plant

9. Program for knowledge management with respect to design and operation of NPP
10. Program for periodic safety upgrades based on regulatory requirement, experience of operation or necessity as arises

b) License for Regular Operation

After the satisfactory performance of NPP during 'Initial Operation' for the period of 5 years, Applicant may apply to obtain License for 'Regular Operation'. AERB, after satisfactory reviews of Licensee's operational programme and ensuring that Licensee meets the applicable licensing conditions, may grant License for 'Regular Operation' either for stated design life of NPP or for a limited period as requested by Licensee in the application.

Licensee remains responsible for nuclear safety under the ambit of Atomic Energy Act 1962 and Radiation Protection Rule 2004, even if the License for Regular Operation is suspended/revoked/terminated/expired and licensee is not released from its responsibility for safety and security unless so specified by AERB.

Licensee should operate NPP strictly as per licensing conditions. AERB carries out regulatory oversight during normal operation of NPP by regular monitoring and assessment of operational safety performance and regulatory inspections. AERB also carry out review of Periodic Safety Review (PSR) performed by Licensee at regular intervals. AERB may take appropriate enforcement actions, if required, such as restriction of operating conditions or suspension/termination of License.

Applicant along with the application for 'Regular Operation' with stated design life shall submit the following:

- a) Report on Limited Scope Safety Review (LSSR) of NPP
- b) Program for periodic assessment and management of life of safety related/critical SSCs
- c) Program for monitoring and control of ageing process
- d) Program for residual life assessment of major structures and components
- e) Report with a justification for the stated design life/period of 'Regular Operation' License, as in Application

5) Decommissioning

The licensee will be responsible for all aspects of safety, radiation protection of the workers and members of public and protection of the environment during decommissioning activities. Relevant Technical Specifications with respect to nuclear safety and radiation safety shall be prepared and shall remain applicable until the end of decommissioning.

The actual status of the plant SSCs at the time of closure should be well documented for future reference. It is also important that the knowledge about this specific plant (in terms of minimum number of persons knowledgeable about the specific plant) should also be kept available.

The licensee should ensure that after decommissioning all NPP and facilities, residual radioactivity levels at the Site remains within limits.

The following submissions are to be provided along with the application:

- a) Organization Structure of Responsible Organization (including Decommissioning Group)
- b) Final Decommissioning Plan
- c) Waste Management Plan
- d) Technical Specifications for Decommissioning
- e) Quality Assurance Programme for Decommissioning
- f) Spent Fuel Management Plan
- g) Radiological history of workers and contractors
- h) Medical history of workers
- i) Application for 'Authorization' to be issued for Disposal or Transfer of Radioactive Waste under Atomic Energy (Safe Disposal of Radioactive Waste) Rules, 1987

6) Release from Regulatory Control

The release of a NPP or a Site from regulatory control requires, among others, completion of decontamination and dismantling and removal of radioactive material, radioactive waste and contaminated components and structures.

On acceptance of the evidences provided, the issued license(s) can be terminated by AERB and Licensee can be relieved of further licensing responsibilities under the following categories:

(a) Restricted use of the Site

If it is determined that compliance with release criteria for Site can be achieved with restrictions, Licensee is required to implement the restrictions as approved by AERB. The Licensee shall continue to remain liable to any radiological consequences and licensee is not released from its responsibility for safety and security unless so specified by AERB.

(b) Unrestricted use of the Site

If it is demonstrated that the radiological safety criteria are not exceeded and will not be exceeded in future due to structural degradations, the Site may be released from regulatory control on the basis of radiological protection considerations.

PART C

Project construction related information

The construction of a nuclear power plant involves various buildings, and subsequent erection of equipment, pipes, cables, ducts etc. and their supporting structures. The process typically begins with the construction of these buildings, with some of the equipment installation activities carried out using open-top construction methods, where certain buildings are left open at the top and later closed once the equipment is in place.

A Typical list of buildings for 2 x 220 MWe BSR is as below:

I	Group-I: Main plant structures
1	Reactor Buildings (RB)
2	Reactor Auxiliary Buildings (RAB)
3	DG buildings & DG chimneys
4	DEC DG buildings
5	Control Building (CB)
6	Spent Fuel Storage Building (SFSB)
7	Tunnel & Trenches
8	D2O Upgrading Plant
9	Service Buildings
10	Service building Annex
11	Ventilation Stack & stack monitoring room
12	Safety Related Pump House (SRPH)
13	Fire Water Pump House (FWPH)
14	Fuel Oil Storage Area (FOSA)
15	Fire, industrial and health safety (FISH) complex
16	Central Alarm Station (CAS) building
17	Emergency makeup water storage tank
18	Domestic water tank
19	Turbine Buildings
20	Natural Draught Cooling Towers (NDCT)
21	Induced Draught Cooling Towers (IDCT)
II	Group-II: Other structures
22	Station Roads and Miscellaneous works
23	Plant services like Plant Drains, Surface drains etc
24	Near Surface Disposal Facility (NSDF) RCC trench
25	Waste Management Dyke

26	Seismic switch structures (3 Nos)
27	Sampling building
28	Simulator building cum Nuclear Training center
29	220 kV and 400 kV Switchyards
30	Plant water pump house and Intake outfall structures for cooling water, Pre-treatment plant.
31	Onsite Emergency Support Center (OESC)
III	Group-II: Plant infrastructure buildings
32	Admin building
33	O& M Building
34	Canteen
35	Warehouses

All the safety related structures are designed and constructed in accordance with AERB safety codes/standards.

Actual Start of construction begins after receiving regulatory consent for Construction from AERB. Start of civil works is considered from commencement of Excavation inside operating island, and subsequently involves sub-stages such as First Pour of Concrete (FPC) and Major Equipment Erection (MEE).

Brief details of the activities involved in various construction stages are as follows:-

(A) Civil Works

Excavation for the project begins once the 'excavation consent' is obtained from AERB. This is followed by geological mapping, confirmatory geotechnical investigations, consolidation grouting, and the placement of Plain Cement Concrete (PCC) up to the founding level of the buildings. By this time, process is initiated for getting the AERB consent for the FPC. This FPC for the Nuclear Building, marks the official start of the project construction.

Excavation and Plain Cement Concrete (PCC) work are expected to take 9 to 12 months, while the construction of the first unit is projected to take 42 to 48 more months, counted from FPC.

The major activities involved in civil works are outlined below:

S. No.	Item
1.	Excavation (Up to an approximate depth of 20M): Rock & soil
2.	Geological mapping & Confirmatory geotechnical investigations.
3.	Qualification of various grades of concrete mix at specified temperature (Normal & Heavy density)
4.	Temperature controlled concrete
5.	Formwork (normal & slip forming)
6.	CS & SS Liner works
7.	Reinforcement works
8.	CS & SS Embedded parts (Fabrication and erection)
9.	Epoxy painting
10.	Structural steel works
11.	Prestressing works
12.	Leak & proof test of Reactor Building
13.	Other misc. civil works viz. masonry, plaster, water proofing, roads, grouting, structural monitoring & instrumentation, Precast works, flooring, services, fireproof doors, backfilling etc.

It is to be noted that the development of the township for the power station is also an integral part of the project development.

(B) General methodology of construction

Once regulatory consents are obtained, construction work is proceeded with a focus on the critical path of project execution. Priority is given to the construction of the Reactor Building (RB). During civil construction, it is essential to prioritize the release of work fronts and floors for the installation of piping and equipment to facilitate parallel work by different construction teams. First focus is to complete construction and handing over of Calandria vault & FM vault to enable erection of End shields

and Calandria inside RB. Subsequently various floors are to be released progressively. Additionally, fronts for steam generator installation is released to enable their erection before the construction of the Inner Containment (IC) dome. A crawler crane of minimum 1350 Te capacity is normally used for major equipment erection.

1. **Manpower and mechanization:** During peak construction period, the workforce required which includes skilled as well as unskilled, technical as well as non-technical people, depending on mechanization levels. To ensure timely completion, a high level of mechanization and early resource mobilization are crucial.

For large-scale temperature-controlled concrete pours, fully automated batching plants with sufficient redundancy and ice plants are required. If rock excavation is necessary, controlled blasting shall be adopted restricting the peak particle velocity. The project requires advanced onsite fabrication facilities for structural steel and embedded parts, including state-of-the-art fabrication shops and storage yards equipped with material handling equipment. Reinforcement yards and fabrication shops with rebar coupler capabilities are also set up.

Concrete is transported using transit mixers and placed with placer booms or concrete pumps. Crane locations must be strategically planned to cover the main plant area, ensuring redundancy and avoiding interference.

The power supply and water requirement during construction is required to be arranged.

2. **Storage and equipment:** Sufficient storage areas, warehouses and testing facilities are necessary for the construction materials.
3. **Quality Assurance and Safety:** All construction activities require comprehensive multi-tier QA and management practices. Strict implementation of industrial safety management systems is essential, with a goal of achieving zero accidents during the project execution.

➤ **Major Equipment Erection (MEE)**

Erection activities commence as building floors are completed, involving the installation of a big network of Pipes, cable trays, cables, control tubing, instrumentation and Power Supply Sources of different Voltage and reliability levels. All activities typical of a conventional power plant are required here, but on a larger scale, due to safety requirements that necessitate increased redundancy in support systems.

Unlike conventional power plants, NPPs require additional erection works, including the construction of the reactor and its associated systems. This is a very important and activity which involves lot of precision and highest quality standards.

➤ **Commissioning**

Plant systems commissioning begins with the charging of the Start-Up Transformer (SUT), which requires systems like firewater and DC/AC supply, initially sourced from the project's construction power supply.

This involves checking individual components first, followed by system checks, and then integrated commissioning involving multiple systems. Systems are tested,

parameters are recorded, and commissioning reports are prepared for review by the designer.

During the entire phase of construction and commissioning, periodic Regulatory Audit/Inspection and audit by NPCIL QA will be conducted.

Annexure-2: Information about likely expenditures during operation of the plant (other than CAPEX that would be required for EMCCR or/and EMFR or/and regular CAPEX required:

Plant Operation Related Aspects

NPCIL operates 24 Nuclear Power Reactors at seven sites across the nation with installed capacity of 8180 MW. There are 15 PHWR reactors of 220 MW capacity being operated currently. Gross generation depends on type of turbines, ambient conditions, seasonal changes and type of condenser cooling-closed loop/once through.

Capital unit outage (Biennial shutdown) of nuclear power plant is taken for about 35-40 days to carry out regulatory surveillance, overhauling of critical equipment, In-service inspection of Primary Heat Transport and other systems, ageing management, safety upgrades, and permanent modifications etc.

The in-house spent fuel storage bay has design capacity to store bundles for 10 years of full power operation of twin units and one emergency full core unload. For future requirement of additional storage of spent fuel bundles, Away From Reactor (“**AFR**”) facility is required beyond 10 years of operation approximately. This facility can cater spent fuel storage requirements for another 25 years for twin unit Station.

En-masse Coolant Channel Replacement and En-masse Feeder Replacement (EMCCR+EMFR) requirement may come between 20th-25th year from commencement of reactor operation, based on health assessment of coolant channel.

In order to monitor the environment around the plant, from radiological consideration an Environmental Survey Laboratory (“**ESL**”) is required to be set-up. This laboratory is equipped with required sophisticated equipment and qualified manpower from the Bhabha Atomic Research Centre (“**BARC**”). This Lab is set-up near the township.

In order to monitor the seismic activity around the site, six numbers of Micro Earthquake stations (“**MEQ**”) are required to be set-up in a radius of 30 km around the site.

Operational design life of reactor is about 40 years. Decommissioning is expected to start from 40th year of operation. However, with improved manufacturing, surveillance and maintenance practices, the operating life increases and start of decommissioning may get delayed for new reactors. Current approach is to allow sufficient time for decay of radioactive products once reactor is shut down for decommissioning.

The operating expenditures will include (but not limited to)

1. Fuel charges
2. Heavy water charges
3. Operation and Maintenance expenditures (including manpower expenses such as salaries and administrative expenditure)
4. Levies on nuclear power , as determined from time to time, by DAE or any other competent authority
5. Insurance charges
6. Water charges

7. Any taxes other than Income Tax (that are payable by NPCIL with respect to NPP/BSR as levied by competent authority from time to time)

The norms for these expenditure as notified by the DAE from time to time will give an indicative idea about these expenditures, the relevant extract is given below. The norms, which are notified by the DAE after recommendation of high level committee, are only for the purpose of having idea about the quantum of these expenditure.

Key operating norms as notified by the DAE in November 2017. (Are under revision and revised norms are expected to be notified soon).

- | | | |
|---------------------------------------|---|---------------------------------------|
| 1. Plant Load Factor (“ PLF ”) | - | 68.5% (likely to be revised to 72.5%) |
| 2. Auxiliary consumption in % | - | 10.5% without cooling towers |
| | | 11.75% with cooling towers |

3. Annual Fuel Recovery Charge (“**AFRC**”)

Annual Fuel Recovery Charges are so fixed such that present value of charges over period of fifteen years at discount rate of 12% shall be equal to value of initial half charge of fuel. The AFRC shall be refixed for the half core of the fuel , whenever fresh fuel is loaded, say after Enmass Coolant Channel Replacement (“**EMCCR**”) or/and En-Mass Feeder Replacement (“**EMFR**”).

- | | | |
|------------------------------|---|---|
| 4. Fuel consumption | - | 27 kg / MU (likely to be revised to 25 kg/MU) |
| 5. Heavy Water Inventory | - | 287.5 tonnes per reactor |
| 6. Heavy Water Lease Charges | - | |

Heavy water lease charges on the heavy water inventory held by the plant, will be payable at the rate notified by the DAE, from time to time. At present it is recovered in form of Equated Annual Installments (“**EAI**”) over 40 years considering discounting factor of 9%.

- | | | |
|------------------------|---|--------------------------------|
| 7. Heavy Water Make up | - | 3 tonnes per reactor per annum |
| 8. O & M Expenditure | - | |

Rs.47.47 Lakhs/MWe per annum for year 2017-18, with annual escalation of 6% per annum for every subsequent year. i.e charges for 2018-19 would be Rs.50.3182 Lakhs/MWe per annum ($47.47 * 1.06 = 50.1382$) and water charges/cess/levies and insurance charges at actuals.

The above charges and any other charges that NPCIL needs to incur while operating the plant shall be reimbursable by the USER at actual.

Annexure-3: Proposal related information

Brief Description of Proposal Process

- i. The Authority (referred to as “NPCIL”) has adopted a Single stage single envelop/packet process (referred to as the "Proposal Process") for selection of the USER (referred to as “Applicant/USER”) for award of the Project.
- ii. Along with the proposal, USER shall furnish all the information as specified in the Qualification Requirements (QR) for twin units of 220 MWe project as mentioned below:
 - a. *The USER shall have an industrial/commercial unit which, for its commercial/industrial activities has requirement of electricity of about 2500 MUs per year, which the USER intends to meet from the captive generating plant of the BSR.*
 - b. *The USER shall have minimum net worth of Rs. 3000 Crores in the preceding financial year (2023-24) and should have credit rating corresponding to high degree safety regarding timely servicing of financial obligations and very low credit risk from credit rating agencies, authorized to operate in India.*

Note: *Documentary Evidence in support of above duly certified by Statutory Auditor of USER shall be submitted along with their proposal.*
- iii. USER can propose Projects in multiple of twin BSR units subject to availability of the land for such multiple units. Proposals of only those USERS who agree for paying expertise fees @ 60 paise/kWh to NPCIL shall be considered.

- iv.** USER shall not use the results of Preliminary and/or Detailed Investigations of offered land under this RFP to any other RFP/RFQ/EoI (called by whatsoever name) or otherwise issued by Authority other than NPCIL.
- v.** Proposal shall be valid upto 180 days from Date of Declaration of results of QR.
- vi.** USER shall be required to submit non-interest bearing EMD (Earnest Money Deposit)/ Proposal Security of Rs 10 crores well within proposal submission due date through online mode in the Bank Account details as mentioned under sub-clause "Proposal processing charges & Bank Details".

The EMD/Proposal Security may be forfeited, if;

- a.** The USER withdraws/modifies his Proposal or any item thereof (without being authorized by NPCIL) after due date for submission of proposal and during the stipulated validity period.
- b.** The USER fails within the specified time limit to submit documents for verification when requested to do so.
- c.** The USER/his representative has engaged in fraudulent practices /malpractices /unlawful act during submission, evaluation of proposal, etc.
- d.** In case the USER violates any provisions of Integrity Pact, wherever applicable.
- vii.** EMD/Proposal Security of USERS who are not qualified in QR stage shall be refunded within 30 days from the date of declaration of results of QR stage.
- viii.** Proposals without EMD shall be summarily rejected as non-responsive.
- ix.** USERS who have been qualified in QR Stage shall be intimated for entering into various Agreement(s)/ MoU.
- x.** The EMD/Proposal Security submitted for the proposal shall also be considered as IP (Integrity Pact) Security. No separate submission of Integrity Pact Security is required at the time of submission of proposal. The EMD/Proposal Security shall be

forfeited for any violation of IP. In case of successful USER to whom the Project is awarded, EMD will be retained towards Integrity Pact Security till Asset Transfer Agreement is executed between Authority and USER.

xi. Authority reserves the right to cancel the whole Proposal process at any stage without assigning/stating any reasons whatsoever.

xii. Integrity pact (IP)

- a.** NPCIL is committed to follow the principle of transparency, equity and competitiveness in the proposal process.
- b.** IP (Integrity Pact) essentially envisages an agreement between the prospective USER (USER/Applicant) and Authority (NPCIL) committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.
- c.** Only that USER who enters into such an IP with NPCIL would be competent to participate in the proposal process.
- d.** The submission of proposal by USER shall be considered as an unconditional and absolute acceptance of Integrity Pact (IP) enclosed with the proposal document as per Appendix-IP. User shall submit IP within proposal due date and time, duly signed by the same signatory who is authorized to sign the proposal in original, in the IP format as attached as per Appendix-III ("IP"). All the pages of the Integrity pact shall be duly signed. The submission of proposal shall constitute a binding integrity pact as per the enclosed format as per **Appendix-III ("IP")** between the USER and the Authority calling the RFP (referred to Application) on behalf of NPCIL. The USER will stand disqualified from the proposal process and the proposal of the USER would be summarily rejected in case of any deviation to the Integrity Pact enclosed with the Proposal Document as per **Appendix-III ("IP")**.

- e. The IP would be effective from the stage of invitation of proposals till the Asset Transfer Agreement is executed between Authority and USER. This pact begins with the submission of proposal (referred to Application) by USER. The validity of this Integrity Pact shall be from the date of the submission of proposal and it shall remain valid during the entire currency of the Project till the Asset Transfer Agreement is executed between Authority and USER.
- f. In case the USER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the first award of Project to successful USER(s).
- g. NPCIL has appointed Independent External Monitors (IEMs), the role of IEMs is advisory and it is restricted to resolving issues raised by an intending USER regarding any aspect of the RFP which allegedly restricts competition or bias towards some USER. The details with respect to the IEM are available on NPCIL Corporate website, i.e., www.npcil.nic.in and are as follows:
 - i. Shri T Jacob, email: jacobthariyan@gmail.com
 - ii. Shri Prakash Chandra, email: prakashchandra59@yahoo.co.in
- h. **Only matters related to Integrity Pact be addressed to IEMs and not routine RFP related matters.**

i. Integrity Pact Security:

The EMD/Proposal Security submitted for the proposal shall also be considered as IP (Integrity Pact) Security. No separate submission of Integrity Pact Security is required at the time of submission of proposal. The EMD/Proposal Security shall be forfeited for any violation of IP. In case of successful USER to whom the Project is awarded, EMD will be retained towards Integrity Pact Security till Asset Transfer Agreement is executed between Authority and USER.

xiii. Amendments/Corrigenda/Addenda to RFP documents

Authority reserves the right to issue any amendments, corrigendum, clarifications, addendums etc. to the RFP, giving reasonable time, prior to the last date and time of proposal submission. USERS shall update themselves by visiting designated web-portal frequently the details such as pre-proposal clarifications, corrigenda, addenda and other documents forming a part of the subject RFP, before submission of their proposal.

xiv. Conditions on Public Procurement from certain countries

a. Provisions of Order (Public Procurement No. 4) issued vide F. No. 7/10/2021-PPD (1) Dated: 23.02.2023 as amended from time to time and as applicable on the date of submission of proposal, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India shall be applicable to this RFP issued by NPCIL. USERS shall apprise and acquaint themselves with the latest provisions of these provisions, as applicable on the date of submission of the proposal.

b. Certificate/Declaration:

USER have to submit along with proposal on their letter head duly signed by authorized signatory of proposal below mentioned undertaking. In case of any deviation to the below mentioned undertakings in part or full, it shall result in disqualification and rejection of proposal as being non-responsive.

“I have read the clause regarding restriction on procurement from a USER of a country which shares a land border with India; I certify that this USER is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if it is from such a country or if having specified ToT from

such a country, has been registered with the Competent Authority. I hereby certify that this USER fulfils all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).”

xv. Power of Attorney

USER have to submit along with proposal duly executed Power of Attorney of Signatory of Proposal as per format enclosed as **Appendix-II** (“Format for Power of Attorney for signing of Proposal”).

xvi. Pre-proposal Meeting

a. NPCIL will conduct either separate Pre-proposal Meeting.

b. The following are the details of Pre-proposal Meeting:

1. **Mode of Pre-proposal Meeting:** Offline.

2. **Date & Time of Pre-proposal Meeting:** 21/01/2025 11:00 Hrs.

3. **Venue of Pre-proposal Meeting:** Nabhikiya Urja Bhavan, Nuclear power Corporation of India Limited, Anushaktinagar, Mumbai – 400 094

c. Prospective USERS interested in participating in this RFP may attend this Pre-proposal Meeting.

d. The USERS are required to submit only via email their queries (both Technical & Commercial) in advance at least 5 calendar days before Pre-proposal meeting Date stipulated in Proposal Document. Soft copy of the queries should be sent only to stipulated e-mail address mentioned in RFP and strictly in the pre-proposal query format as per **Appendix-IV (“Pre-Proposal Query Format”)** enclosed in RFP in excel form only. Queries / clarifications / information sought in any manner other than above shall be ignored and shall not be responded.

- e. Participation in pre-proposal meeting (either in in-person/offline mode or in e-mode) is not mandatory but attending of same is in the interest & benefit of USERS to understand the scope of RFP. However, if a USER chooses not to (or fails to) participate in the pre-proposal meeting and/or does not submit a written query via emails, as specified in RFP, it shall be presumed that they have participated in this RFP process only after understanding the RFP/proposal document in its entirety and the response to all the queries of all other USERS.
- f. Maximum of two persons from an organization will be allowed to attend the Pre-proposal meeting. Delegates participating in the Pre-proposal meeting must send an email in advance at least two calendar days before Pre-proposal meeting Date from its organization email account with following details of person(s) who will be attending the pre-proposal meetings on the stipulated date mentioned in Proposal Document:
 - 1. Aadhaar Card copy
 - 2. Authorization letter from Company/USER
- g. In case of in-person Preproposal Meeting, the USERS are required to arrive at least one hour early before the scheduled time for Security check-in at reception desk along with the above-mentioned documents. In case of Preproposal Meeting via e-Mode, the USERS are required to join meeting link at least 30 minutes early before the scheduled time.
- h. Only Indian nationals are allowed to participate in Pre-proposal meetings (both in case of in-person mode or e-mode).
- i. It may be noted that no queries will be entertained after the expiry of pre-proposal meeting.
- j. Email Address for sending of Pre-Proposal Queries & Details of Officials Attending

Pre-Proposal Meeting is specified under.

Email Address for Pre-proposal Queries/Any queries related to RFP
edcmm_tender@npcil.co.in

- k. After the Pre-proposal meeting, the responses to written queries submitted via USERS via email and amendments (if any) to the provision(s) of the RFP shall be published as minutes of meeting and/or corrigendum to RFP which shall form integral part of the Proposal Document and shall be binding on all the USERS. To give reasonable time to the prospective USERS to take such responses/amendments (if any) into account in preparing their proposals, NPCIL may suitably extend, as necessary, the deadline for the proposal submission.

xvii. Conflict of Interest

A USER shall not have a conflict of interest. All USERS found to have a conflict of interest shall be disqualified and proposals submitted by such USERS shall be summarily rejected. Submission of proposal shall mean unconditional and absolute acceptance of the below mentioned undertaking. In case any deviation to the below mentioned undertaking in part or full shall result in disqualification and rejection of proposal.

“USER undertakes that it is not having conflict of interest with one or more parties in this proposal process, as mentioned below.

A USER may be considered to have a conflict of interest with one or more parties in this proposal process, if:

- a. A USER participated as a consultant in the preparation of the design or technical specifications of the RFP that are the subject of the proposal; or
- b. A USER was affiliated with a firm or entity that has been hired (or is proposed

to be hired) by NPCIL or as engineer-in-charge for the contract.

- c. One firm/entity applies for proposal both as an individual firm/entity and as part of joint venture/consortium/partnership firm/LLP.
- d. If USERS in two different proposals have controlling shareholders in common.
- e. One firm/entity applies for proposal as a part of two different joint venture/consortium/partnership firm/LLP.”

xviii. Non-Disclosure Agreement

USER have to submit along with their proposal, a Non-Disclosure Agreement (NDA) as per **Appendix-V** with compliance of necessary legal requirement.

xix. Limitation of Damages on Authority under this RFP

This aspect will be appropriately detailed and incorporated in the respective agreements.

xx. Dispute Resolution Mechanism

Settlement by Mutual Consultation

If any dispute of any kind whatsoever shall arise between the Authority and the USER in connection with or arising out of matters covered in the Agreement(s), including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or execution of Projects whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the Agreement(s), the parties shall seek to resolve any such dispute or difference by mutual consultation. Efforts shall be made first to resolve such dispute or difference at Corporate Level of the Authority and the USER. If the parties fail to resolve such dispute or difference by

all such mutual consultation(s), then the either party may give a thirty (30) days' notice to the other party conveying its intention to commence Arbitration as hereinafter provided as to the matter in dispute, and no Arbitration in respect of this matter may be commenced unless such notice is given, **provided the value under dispute is restricted to Rs. 10 crores.**

Arbitration:

Arbitration shall not be applicable in case the value under dispute is greater than Rs. 10 crores.

Any dispute in respect of which notice of intention to commence Arbitration has been given, shall be finally settled by Arbitration. The Arbitration may be concluded prior to or after completion of the facilities. Arbitration proceedings shall be conducted in the manner as herein below provided

Consequent to issue of notice of intention to commence Arbitration by either party, both the Authority and the USER shall appoint one Arbitrator each. These two Arbitrators shall agree between themselves and shall appoint a third Arbitrator. The issue in dispute shall then be referred to these Arbitrators. In any Arbitration invoked at the instance of either party to the Agreement(s), the Arbitrator(s) would be free to consider the counter claim of the other party even though they are not mentioned in the reference to Arbitration. The decision either by consensus or by majority of these three Arbitrators shall be final and binding on both the parties and shall be implemented by the parties forthwith.

For Agreement(s) issued to USER, the provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such Arbitration

proceedings. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

Dispute Resolution in case of Agreement(s) with CPSEs, Government Departments /Organizations

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Agreement(s) between Central Public Sector Enterprises(CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations(excluding disputes relating to Railways, Income Tax, Custom & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD(Administrative Mechanism for Resolutions of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 Dated: 14 December, 2022 & the decision of AMRCD on the said dispute will be binding on both the parties.

The Agreement(s) shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Agreement(s), shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department /organization is located.

xxi. Laws Governing the Agreement(s):

The Agreement(s) shall be governed by the laws of India for the time being in force.

Irrespective of the place of delivery, the place of performance or the place of payment under the Agreement(s), the Agreement(s) shall be deemed to have been made at the registered address of the Authority ("NPCIL").

Jurisdiction of Courts: The courts of Mumbai, Maharashtra shall alone have jurisdiction to decide any dispute arising out of or in respect of the Agreement(s).

xxii. Instructions for USER

Detailed in Annexure-1 (Technical details of the NPP/BSR)

xxiii. Proposal process charges & Bank Details

BANK DETAILS			
S. No.	Description	Amount (in Rs)	NPCIL Bank Details
1	EMD/Proposal Security	Rs 10 crores	Manager (F&A), C&MM, Nuclear Power Corporation of India Limited Account No. 10937613157 IFSC Code: SBIN0004791 Bank Name: STATE BANK OF INDIA, OVER-SEAS BRANCH, Branch address: WORLD TRADE, 2ND FLOOR, ARCADE BUILDING, CUFFE PARADE, MUMBAI, 400005
2	Other Charges to be paid by USER to NPCIL	Will be detailed in the respective agreements	

xxiv. Schedule of Proposal Process

The Authority shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	31/12/2024, 15:00 Hrs
2.	Last date for receiving queries	16/01/2025, 17:00 Hrs
3.	Pre-Proposal meeting at venue mentioned above	21/01/2025, 11:00 Hrs
4.	Authority response to queries latest by	31/01/2025, 17:00 Hrs
5.	Proposal Due Date	31/03/2025, 11:00 Hrs
6.	Opening of Proposals	04/04/2025, 14:00 Hrs
7.	Declaration of eligible / qualified USERS based on QR Evaluation and responsiveness of proposal	Within 90 Days from Proposal Due Date
8.	Validity of Proposal	180 days from Date of declaration of QR Results

xxv. FRAUD AND CORRUPT PRACTICES

NPCIL requires that USERS under this RFP, observe the highest standard of ethics during the procurement and execution of this Agreement(s). In pursuance of this policy, NPCIL:

- a)** defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Agreement(s) execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Agreement(s) to the detriment of NPCIL, and includes collusive practice among USERS (prior to or after e-Proposal submission) designed to establish e-Proposals prices at artificial non-competitive levels and to deprive NPCIL of the benefits of free and open competition.
- b)** will reject a proposal for award of project if it determines that the USER recommended for award has engaged in corrupt or fraudulent practices in competing for the Agreement(s) in question.
- c)** will declare a USER ineligible, either indefinitely or for a stated period of time, to be awarded Project, if at any time it determines that the USER has engaged in corrupt or fraudulent practices in competing for, or in executing, the Project.

Annexure -4 Completion cost of similar plants along with date of completion

STATION	Capacity (MW)	Completion Cost (₹ in Crore)	Commercial Operation Date
KAIGA-3	220	2715.04	06-May-07
KAIGA-4	220		20-Jan-11
RAPP-5	220	2361.81	04-Feb-10
RAPP-6	220		31-Mar-10

Cost of periodical refurbishment on account of En-Mass Coolant Channel Replacement (EMCCR) and En-Mass Feeder Replacement (EMFR)

STATION	Capacity (MW)	Completion Cost (₹ in Crore)	Commercial Operation Date after EMCCR
RAPP-3 : EMCCR & EMFR	220	297.72	24.07.2024

Appendix I - Details of the USER

DETAILS TO BE FURNISHED BY USER

S. NO.	PARTICULARS	DETAILS
1	Name of USER/ enterprise / company/Legal Entity	
2	Address	
3	a) Place of incorporation b) Year of incorporation	
4	Type of organization	Proprietary firm Company Partnership firm/LLP Co-operative Society/Registered Society/ Registered Trust Limited company Joint venture(unincorporated)/Consortium Joint Venture Company (JVC) PSU/Govt Entity/Autonomous Body Any other Legal Entity
5	Name of DSC Holder	
6	Name of Power of Attorney of holder	
7	PAN (Permanent Account Number)	
8	GST details of USER	
8.1	Whether Registered under GST?	Yes/No
8.2	In case Unregistered, mention the reason for not registering. (Please tick). In case of (b) please give full details.	a) Not required as per Section 22 (1) of CGST Act. b) Any other provision under GST act, please specify-----
8.3	If yes, mention the GSTIN ID/ARN (Application Reference Number) /Provisional ID No	

S. NO.	PARTICULARS	DETAILS
8.4	Address (as per registration with GST with Postal Code)	
8.5	Any change in the status of Registration of the USER, after award of the Agreement(s) shall be disclosed to the Corporation forthwith. Please confirm.	<input type="checkbox"/> I/We Confirm
8.6	All the benefits and credits on inputs as available under GST acts/rules are availed and passed on the benefits to Corporation in proposal price complying with provision of Anti-profiteering measures. Please confirm.	<input type="checkbox"/> I/We Confirm. <input type="checkbox"/> Not Applicable
8.7	Type of business	
8.8	Whether the GST registration is active	Yes/ No
9	a) Is your near relative(s) working in NPCIL	Yes/No
	b) If yes, Name(s) and details of posting in NPCIL	
10	USER has conflict of interest	Yes/No
11	USER's email id for any official correspondence by corporation	
12	USER's telephone no./ mobile no. for any official correspondence by corporation	
13	Bank Details of USER for any Financial Transaction between NPCIL and USER	
13.1	Bank Name	

S. NO.	PARTICULARS	DETAILS
13.2	Branch Name	
13.3	Account Number	
13.4	IFSC	

Appendix II- Format for Power of Attorney for signing of RFP

Know all men by these presents, we (hereinafter referred to as "USER") ,
..... (name of Firm and address of the Registered Office) do hereby
constitute, nominate, appoint and authorise Mr/ Ms.....
son/daughter/wife ofand presently residing at
who is presently employed with us and holding the position of as our true and
lawful attorney(hereinafter referred to as the "**Authorised Representative**") to do in our
name and on our behalf, all such acts, deeds and things as are necessary or required in
connection with or incidental to submission of our Proposal for **the**,
proposed to be developed by the **Nuclear Power Corporation of India** (hereinafter
referred to as the "**Authority**") including but not limited to signing and submission of all
applications, proposals and other documents and writings, participating in pre-proposal and
other conferences and providing information/responses to the Authority, representing us in
all matters before the Authority; signing and execution of all contracts and undertakings
consequent to acceptance of our proposal and generally dealing with the Authority in all
matters in connection with or relating to or arising out of our Proposal for the said Project
and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or
caused to be done by our said Authorised Representative pursuant to and in exercise of
the powers conferred by this Power of Attorney and that all acts, deeds and things done by
our said Authorised Representative in exercise of the powers hereby conferred shall and
shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY
OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notes:

1. *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the USER should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the USER.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by USERS from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Appendix III: Integrity Pact

Format of Integrity Pact

(The submission of proposal shall constitute a binding integrity pact as per below mentioned format between the USER/ Applicant and Authority calling the RFP on behalf of Authority/Principal/Purchaser/Corporation/Owner/Buyer/NPCIL)

The use of word "USER" for the purpose of this Pact also refers to "Contractor", "Supplier", "Seller", "Service Provider", "Vendor" and vice-versa .

The use of word Principal/Purchaser for the purpose of this Pact also refers to "Authority"/ "NPCIL" and vice-versa .

INTEGRITY PACT

Between

Nuclear Power Corporation of India Limited (NPCIL), a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at World Trade Centre, 16th Floor, Cuffe Parade, Colaba, Mumbai 400005, hereinafter referred to as **"The Authority/Principal/Purchaser/Corporation/Owner/Buyer/NPCIL"** (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

and

"The USER" (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble



The Principal/Purchaser intends to award, under laid down organizational procedures contract/purchase order/work order for this RFP. The Principal/Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its USER(s).

Integrity Pact (IP) essentially envisages an agreement between the prospective USER and NPCIL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

This pact aims 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 enable the Purchaser/Principal to obtain the desired said stores/equipment/services/work (as the case may be) 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 also to enable USER(s) 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 Purchaser/Principal will commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Purchaser/Principal has appointed Independent External Monitors (IEM), to monitor the RFP process and the execution of the Contract for compliance with the principles as laid down in this Pact.

Therefore, to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact, the terms and conditions of which shall also be read as integral part and parcel of the RFP documents and Contract between the parties.



Hence, in consideration mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

Article 1: Commitment of the Principal/Purchaser

- 1) The Principal/Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles;
 - a) The Principal/Purchaser undertakes that no official of the Principal/Purchaser, 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(which he/she is not legally entitled to) from the USER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the proposal process, proposal evaluation, contracting or implementation process related to the Contract.
 - b) The Principal/Purchaser will, during the RFP process, treat all USER(s) with equity and reason. The Principal/Purchaser will, in particular, before and during the RFP process, provide to all USER(s) the same information and will not provide to any USER(s) confidential /additional information through which the USER(s) could obtain an advantage in relation to the RFP process or the Contract execution.
 - c) The Principal/Purchaser will endeavour to exclude from the RFP process any person, whose conduct in the past has been of biased nature.
 - d) All the officials of the Principal/Purchaser will report to the appropriate office any attempted or committed breaches of the above mentioned commitments as well as any substantial suspicion of such a breach.



- 2) In case of any such preceding misconduct on the part of such official(s) is reported by the USER(s) to the Principal/Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Principal/Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/Purchaser 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 Principal/Purchaser the proceedings under the contract would not be stalled.

Article 2-Commitments of the USER(s)

- 1) It is required that each USER (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Principal/Purchaser all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the RFP process, throughout the negotiation or award of a contract and during the execution of contract.
- 2) The USER(s) commit and undertake themselves to take all measures necessary to prevent malpractices & corruption. The USER(s) commit themselves to observe the following principles during his participation in the RFP process and during the Contract execution;
 - a) The USER(s) will not, directly or through any other person or firm, offer, promise or give or attempt, to any of the Principal's/Purchaser's employees involved in the RFP process or execution of the Contract or to any third person on their behalf any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the RFP process or during the execution of the Contract.



- b)** The USER(s) 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 Principal/Purchaser 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 PSU/Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PSU/Government.
- c)** The USER(s) will not enter into with other USER(s) any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, sub-contracts, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to cartelize in the proposal process.
- d)** The USER(s) will not commit any offence under the relevant IPC/PC Act or the relevant Anti-corruption Laws of India. Further the USER(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Corporation/Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e)** The USER(s) of foreign origin shall disclose the names and addresses of agents/Representatives in India, if any. Similarly, USER(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives/principals/associates, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal, directly could proposal in a RFP but not both. Further, in cases where an agent participates in a RFP on behalf of one manufacturer, he



would not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent and/or parallel RFP for the same item.

f) The USER(s) will, when presenting his proposal, disclose, with each RFP any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

g) The USER(s) further confirms and declares to the Principal/Purchaser that the USER(s) is the original manufacturer/Integrator/authorized government sponsored export entity (if applicable) of the 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 Principal/Purchaser or any of its functionaries, whether officially or unofficially, for the award of the contract to the USER, 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.

h) If the USER or any employee of the USER or any person acting on behalf of the USER, either directly or indirectly, is a relative of any of the officers of the Principal/Purchaser, or alternatively, if any relative of an officer of the Principal/Purchaser has financial interest/stake in the USER(s) firm, the same shall be disclosed by the USER at the time of filing of RFP.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

i) The USER(s) 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 Principal/Purchaser.

3) The USER(s) will not instigate third persons/parties to commit offences outlined above or be an accessory to such offences.



- 4) The USER(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official/official of NPCIL to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of NPCIL interests.
- 5) The USER(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property) to influence their participation in the RFP process.

Article 3 -Integrity Pact Security

- i. The EMD/Proposal Security submitted for the RFP shall also be considered as IP Security. No separate submission of Integrity Pact Security is required at the time of submission of proposal. The EMD/Proposal Security shall be forfeited for any violation of IP.
- ii. The EMD/Proposal Security submitted for the proposal shall also be considered as IP (Integrity Pact) Security. No separate submission of Integrity Pact Security is required at the time of submission of proposal. The EMD/Proposal Security shall be forfeited for any violation of IP. In case of successful USER to whom the Project is awarded, EMD will be retained towards Integrity Pact Security till Asset Transfer Agreement is executed between Authority and USER.



Article 4 - Consequences of Breach

- 1) Without prejudice to any rights that may be available to the Principal/Purchaser under law or the contract or its established policies and laid down procedures, the Principal/Purchaser shall have the following rights in case of breach of this Integrity Pact by the USER(s) or any one employed by it or acting on its behalf, whether with or without the knowledge of the USER(s), and the USER with its free consent and without any influence accepts and undertakes to respect and uphold the Principal/Purchaser absolute right:

A) Disqualification from RFP/proposal process and exclusion from future contracts

If the USER(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Purchaser after giving 14 days notice to the USER shall have powers to disqualify the USER(s) from the RFP process or terminate/cancel/determine the Contract, if already executed or exclude the USER from future contract award processes as per the procedure mentioned in the "Banning of business dealings by NPCIL/Corporation". The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Purchaser as per the procedure mentioned in the "Banning of business dealings by NPCIL/Corporation".

B) Compensation for Damages:

If the Principal/Purchaser has disqualified the USERs(s) from the RFP process prior to the award according to Section 3 A) or if has terminated the contract



according to Section 3 A), or if the Principal/Purchaser is entitled to terminate the contract according to section 3A),, the Principal/Purchaser is entitled to demand and recover the damages equivalent to EMD/Proposal Security.

C)Criminal Liability:

If the Principal/Purchaser obtains knowledge of conduct of a USER, or of an employee or a representative or an associate of a USER which constitutes corruption within the meaning of PC (Prevention of Corruption) Act, 1988 or if the Principal/Purchaser has substantive suspicion in this regard, the Principal/Purchaser will inform the same to law enforcing agencies/Chief Vigilance Officer for further investigation.

D)In addition to A), B) & C) above, the Principal/Purchaser shall be entitled to take recourse to the relevant provisions of the contract related to Termination/Cancellation/Determination of Contract.

- 2) A transgression is considered to have occurred if the Principal/Purchaser after due consideration of the available evidence concludes that no reasonable doubt is possible.
- 3) Subject to full satisfaction of the Principal/Purchaser, the exclusion of USER(s) could be revoked by the Principal/Purchaser if the USERs(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.
- 4) The decision of the Principal/Purchaser to the effect that a breach of the provisions of this pact has been committed by the USER shall be final and conclusive on the USER. However, the USER can approach the Independent Monitor(s) appointed for the purposes of this Pact.



Article 5- Previous Transgression

- 1) The USER(s) declares that no previous transgressions impinging on the anti-corruption principle / any malpractice as mentioned in Article-2, has occurred in the last three years from the date of submission of proposal with any other Company in any country or with any public or government organisations or Public Sector Enterprises in India that could justify his exclusion from the RFP process.

The date of such transgression impinging on the anti-corruption principle in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority.

The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion are also included in above mentioned declaration.

- 2) If the USER(s) makes incorrect statement on this subject, he can be disqualified from the RFP process or the contract, if already awarded, can be terminated on this ground or action can be taken as per the procedure mentioned in the "Banning of business dealings by NPCIL/Corporation", as deemed fit by the Principal/Purchaser.

Article 6- Equal treatment of all USERS / Subcontractors

- (1) The USER(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The USER(s) shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors.
- (2) The Principal/Purchaser will enter into agreements with identical conditions as this one with all USERS and Contractors.
- (3) The USER will stand disqualified from the proposal process and the proposal of the USER would be summarily rejected in case of non-acceptance of Integrity Pact.



Article 7 -Company Code of Conduct

USER(s) are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company/firm/legal entity(as applicable).

Article 8- Independent External Monitor (IEM)

- 1) The Principal/Purchaser has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission (their names & contact details of the IEM are given in the RFP document).
- 2) The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 3) The IEM is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The IEM would have access to all Contract documents, whenever required. IEM shall convey his observations to the Chairman & Managing Director, Nuclear Power Corporation of India Limited.
- 4) The USER(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Purchaser including that provided by the USER(s) . The USER(s) will grant the IEM, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Contractor(s)/Subcontractor(s) with confidentiality.
- 5) The IEM has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NPCIL and recuse himself/ herself from that case



- 6) The Principal/Purchaser will provide to IEM sufficient information about all the meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal/Purchaser and the USER and shall keep the IEM apprised of all the developments in the RFP process. The parties offer to the IEMs the option to participate in such meetings.
- 7) As soon as the IEM notices, or has reason to believe, a violation of this Pact, he/she will so inform the Authority designated by the Principal/ Purchaser.
- 8) If the written observations submitted by the IEM discloses a substantiated suspicion of an offence under the relevant IPC/PC Act, and that no visible action is initiated by the NPCIL, within reasonable time, then the IEM shall be at his liberty to take up the issue with Chief Vigilance Officer (CVO)/ Central Vigilance Commissioner (CVC).
- 9) The word "IEM" would include both singular and plural.

Article 9- Facilitation of Investigation

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

Article 10- Duration of the Pact

The IP would be effective from the stage of invitation of proposals till the complete execution of the contract. This pact begins with the submission of Proposal by USER. The validity of this Integrity Pact shall be from the date of the submission of Proposal and it shall remain valid during the entire currency of the contract including the period of extension if any and the defect liability period/warranty period after the work is



completed to the satisfaction of both the Principal/Owner and the USER or 12 months from the date of the last payment/final bill payment, whichever is later.

In case the USER(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract with successful USER.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by Chairman & Managing Director, NPCIL.

Article 11-Other Provisions

- 1) This Pact is subject to Indian Law. The place of performance and jurisdiction is the Head Office of the Principal/Purchaser, i.e. Mumbai, India.
- 2) Changes and supplements, if any shall be signed and executed by both the parties to this pact.
- 3) If the USER(s) is a Joint venture (unincorporated), partnership or a consortium, submission of proposal by authority authorized to submit proposal on behalf of Joint venture (unincorporated), partnership or a consortium shall constitute a binding integrity pact as per this format between the USER and Authority calling the RFP on behalf of Corporation/Principal/Purchaser/Buyer/NPCIL.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties, with regard to the terms of this Agreement/Pact, any action taken by the Principal/Purchaser in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
- 6) Submission of proposal by authority authorized to proposal on behalf of USER(s) shall enforce this pact.



Article 12- LEGAL AND PRIOR RIGHTS

- 1) All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid.
- 2) Both the Parties agree that this Pact will have precedence over the RFP/Contract documents with regard to any of the provisions covered under this Pact.
- 3) USER(s) by submission of proposal accepts that he/she shall not approach the Courts while the matter/complaint/dispute has been referred to the IEM in terms of this pact and he/she will wait for their decision in the matter before approaching any Court.

Authority





(Authorised Signatory)

User

(Authorised Signatory)

Witness

1. 
(V. K. Tarevedi)
AD C&MM.

2. 
Anil Padi
SMC(MM)

Witness

1. _____

2. _____

Appendix-IV (“Pre-Proposal Query Format”)

(to be submitted by USER in the Excel Format only)

RFP No.: NPCIL/BSR-220MWe/2024/01

Name of USER:

Query no. (1)	Referred Document Name in Proposal Document (2)	Referred Document Section Number/Sub- Section Number /Clause Number (3)	Description of the query (4)	Response from NPCIL (5)

Column No. 1 To 4	To be filled by the USER
Column No. 5	NPCIL shall respond

Note:

1. The USERS are required to submit only via email their queries (both Technical & Commercial) in advance at least four calendar days before Pre-proposal meeting Date stipulated in Proposal Document.
2. The queries shall be submitted in the excel format only in the above format.

Appendix-V (Non-Disclosure Agreement, (NDA))

NON DISCLOSURE AGREEMENT

DEFINITIONS

1.1 "DISCLOSING PARTY" shall mean the Party that discloses its Confidential Information (NPCIL), directly or indirectly to the receiving Party.

1.2 Disclosure Period: All disclosures hereunder shall be completed within the period that begins on Effective Date and expires on closure of the Agreement(s).

1.3 Effective Date: The date on which this agreement shall become effective (i.e) from the date of signing this agreement.

1.4 "NUCLEAR POWER CORPORATION OF INDIA LTD." or "NPCIL" shall mean the Nuclear Power Corporation of India Limited, a government-owned company registered in India under the number CIN : U40104MH1987GOI149458, headquartered in Mumbai, India.

1.5 Obligation Period: begins on Effective Date and continuing until Forty (40) years after the date of disclosure of the Confidential Technical Information.

1.6 "RECEIVING PARTY" shall mean the Party that receives Confidential Information, directly or indirectly, from disclosing party (NPCIL).

1.7 SUB-CONTRACTOR" shall mean any sub-contractor of the USER as the context so requires, for the purposes of the Project.

2. PURPOSE OF THIS AGREEMENT. The purpose for disclosing information under this Agreement is specified below:

Receiving party to prepare and submit to Disclosing party an offer, and potentially to enter into, and perform a contract for,Receiving party shall

receive Disclosing party's Confidential Information directly or indirectly from Disclosing party

3. CONFIDENTIAL INFORMATION. "Confidential Information" means all information, such as all technical, financial and business information, and all tangible and intangible embodiments thereof of any kind whatsoever, as well as any information obtained orally or through observation or examination of the foregoing, that are disclosed, during the Disclosure Period, by one Party, in its capacity as Disclosing party, to the other Party in its capacity as a Receiving party, including, by way of example, but without limitation, plans and forecasts, test results and procedures, data, know-how, formulations, compositions of matter, ingredients, processes, manufacturing equipment, uses, designs, sketches, photographs, drawings, specifications, software, information embodied in software, performance properties, reports, studies, findings, prices, costs, contracts, customers, suppliers, inventions, and ideas, as well as any information developed by the Receiving party that is based upon, arises out of, and/or is derived from Disclosing party information.

4. MARKING. To the extent practical, Confidential Information shall be disclosed in documentary or tangible form marked "Confidential" or "Proprietary" or other similar legend.

5. CONFIDENTIALITY OBLIGATIONS. During the Obligation Period as described in 1.5 receiving party shall exercise the same level of care (but not less than reasonable care) in handling Disclosing party's Confidential Information as if they were its own, and shall undertake the following obligations with respect thereto:

5.1 Not to copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the performance of its obligations under this Contract

5.2 The Receiving Party shall not disclose the confidential information of Disclosing Party to any other third Party except for the purpose of submitting the proposal against this RFP and subsequent execution of the Agreement(s).

The Receiving Party shall be responsible for maintaining the confidentiality of restrictive information shared with their vendors/subcontractors /agents.”

5.3 Not disclose to a third party the fact of this Agreement or the nature of Confidential Information received hereunder;

5.4 Not disclose any of Disclosing party's Confidential Information to employees, or employees of Affiliates, whose functions are not necessary for fulfilling the purpose of this Agreement;

5.5 Not use any of Disclosing party's Confidential Information (including tests, evaluations, and information derived therefrom) except for accomplishing the Agreement Purpose;

5.6 Not analyze or reverse engineer Confidential Information for the purpose of determining components or structure, or make it available to a third party for analysis;

5.7 Not include any of Disclosing party's Confidential Information, or any information developed by Receiving party that is based upon, arises out of, and/or

is derived from Disclosing party's information, in any patent application without the written consent of the Disclosing party's

5.8 Receiving party shall disclose the Confidential Information only to such of its representatives for the Agreement Purpose.

5.9 Receiving party shall ensure that the tangible copies of the Confidential Information be kept separate from other information of Receiving party and in a controlled manner so that only people working for the Agreement Purpose can access the tangible copies of the information.

5.10 Receiving party shall ensure that the electronic copies of the Confidential Information be kept in separate files accessible only by those working for the Agreement Purpose and are password protected.

5.11 Upon the completion of the contract between Disclosing party and Receiving party related to the Agreement Purpose or earlier termination thereof, Receiving party shall

5.11.1 destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the Disclosing Party's Proprietary Information;

5.11.2 erase all the Disclosing Party's Proprietary Information from its computer and communications systems and devices used by it, or which is stored in electronic form;

5.11.3 to the extent technically and legally practicable, erase all the Disclosing

Party's Proprietary Information which is stored in electronic form on systems and data storage services provided by Third Parties; and

5.11.4 certify in writing to the Disclosing Party that it has complied with the requirements of this Clause 5.12

5.12 However, the foregoing obligations shall not prevent Receiving party from disclosing only those portions of Confidential Information that are required to be disclosed by law, government regulation or court order, provided that Receiving party provides reasonable prior notice to the Disclosing party of such required disclosure and takes reasonable lawful measures to avoid or minimize such disclosure, including providing reasonable assistance to Disclosing party with respect to any appropriate action that Disclosing party may decide to take.

6. EXCEPTIONS. Receiving party shall have no confidentiality obligations with respect to information that:

6.1 At the time of disclosure is in the public domain;

6.2 After disclosure is published or otherwise becomes part of the public domain through no fault of Receiving party (but only after it is so published or comes into the public domain);

6.3 Was already in Receiving party possession at the time of disclosure as evidenced by prior written records;

6.4 Is hereafter independently developed by an employee or agent of the Receiving party who did not have access to or knowledge of the Confidential Information.

6.5 However, the foregoing exceptions do not apply to Confidential Information that comprises: (i) specific information that is merely embraced by more general information in the public domain or in Receiving party's possession; or (ii) a combination that can be reconstructed from multiple sources in the public domain or Receiving party's possession, none of which sources individually shows the whole combination.

7. GENERAL PROVISIONS.

7.1 **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written and oral communications and agreements relative to information disclosed on or after the Effective Date.

7.2 **AMENDMENTS:** No amendment, modification, waiver or extension of the terms of this Agreement shall be binding unless approved in writing and signed by an authorized representative of each of the Parties.

7.3 **NO GRANT OF LICENSE:** This Agreement shall not be construed as granting Recipient a right to a license, implied or otherwise, under any patent, trademark, trade secret, or other rights now or hereafter owned or controlled by Discloser.

7.4 **DISCLAIMER OF WARRANTIES:** The Discloser does not make any warranty, guarantee, or representation with respect to any information or material provided hereunder, either express or implied, other than it has the lawful right to provide such information or material.

7.5 **DISCLAIMER OF LIABILITY:** Neither Party shall be liable for damages as a result of lawfully receiving or disclosing information hereunder or as a result of the other Party's reliance on or use of information disclosed hereunder.

7.6 **DISCLAIMER OF BUSINESS RELATIONSHIP:** This Agreement shall not be construed as creating a business relationship, an obligation to enter into a business relationship, an agency, partnership or joint venture relationship, or an obligation or right to purchase or sell goods or services.

7.7 **DISCLAIMER OF INTENT TO SELL:** The disclosure of Confidential Information hereunder shall not be considered an offer for sale or a commercial use.

7.8 The Parties agree that, in the event of breach or threatened unauthorized disclosure of Confidential Information, the Disclosing Party shall be entitled to an injunction by court of law prohibiting any such disclosure without proof of actual damages caused to the Disclosing Party by such breach or threatened breach and without posting of bond. For the purpose of the Disclosing Party's obtaining equitable relief only, the Receiving Party acknowledge that the Confidential Information is unique and valuable, and its disclosure will result in irreparable harm to the Disclosing Party.

7.9 **Governing Law:** This agreement shall be interpreted in accordance with and governed by the substantive and procedural Laws of India and the parties hereby consent to the Jurisdiction of Court situated in Mumbai.

8. **EXECUTION:** This Agreement is executed by authorized representatives of the Parties, who agree to all the terms and conditions hereof. This Agreement may be signed in separate counterparts with an inked handwritten signature, each of which

counterparts when so executed and delivered in hard copy form as executed, shall be deemed to be an original, but all of which taken together shall constitute a fully executed instrument, e.g., partially executed signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. In addition, fully executed instruments, in counterpart or non-counterpart format, bearing one or more, or all signatures that have been converted to electronic format (e.g., PDF, Fax,) and thereafter fixed in a tangible copy before or after being electronically transmitted (e.g., by fax or e-Mail) shall be effective in all respects and treated the same as original hand written signatures placed on hard copies. The Parties shall endeavor to provide inked signature versions at a later convenient time, but the failure or refusal to exchange such inked signature versions shall not undermine the validity or enforceability of this Agreement.

Authorized representative of Disclosing party	Authorized representative of Receiving party
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place: Mumbai	Place: