



न्यूकिलयर पॉवर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN : U40104MH1987GOI149458)



संचिदा एवं सामग्री प्रबंधन निदेशालय
नाभिकीय ऊर्जा भवन,
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ISO:9001:2015 Certified

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Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Ref.: CMM/BSR/2024/01

Date: 17 APR 2025

To,

All the Concerned Users

Dear Sirs,

Sub: RFP No. NPCIL/BSR-220MWe/2024/01 for Request for Proposal from Indian Users for 220 MWe PHWR Bharat Small Reactors (BSRs) In Brown/Green field sites offered by INDUSTRIES (For consumption of electricity for their own use)

Ref: Offline Pre-Proposal Meeting held on 12.02.2025

This has reference to the subject Tender.

Please find attached herewith “**Pre-Proposal Clarifications – Response**” to queries received against subject Request for Proposal.

Users shall note that with these clarifications all the queries raised by all the bidders till date are responded.

Above shall form a part of the Request for Proposal, which may please be taken note of. All the other terms and conditions of the subject Request for Proposal remain unchanged.

This is, however, issued without prejudice to our rights under the terms and conditions of the subject Request for Proposal.

Thanking You,

Yours faithfully,

Executive Director (C&MM)

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

Encl: Pre-Proposal Clarifications – Response.

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Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
1	1	M/s ACME Solar Holdings Ltd.	Kindly consider including provisions allowing USER to sign a long term PPA with Discoms or state agencies. Additionally, to strengthen this, NPCIL may take on the role of a Nuclear Energy Implementing Agency (on similar lines of Renewable Energy Implementation Agency) and act as an intermediary for signing long-term PPAs and managing power sales.	Not relevant to RFP
2	2	M/s ACME Solar Holdings Ltd.	Kindly allow the USER to supply energy in REIA bids where the bid provisions permit sourcing from outside of the contract to meet the bid supply conditions. It is also pertinent to mention here that the nuclear energy may have to be classified as renewable energy if this has to be institutionalised. We would request NPCIL to help with this as well as it will ensure the power offtake of these nuclear projects	Not relevant to RFP
3	3	M/s ACME Solar Holdings Ltd.	<p>While seeking financing, the lender will typically require collateral. However, in this case, since the financing is to be arranged against an intangible asset, i.e., the electricity supplied, the lender may be reluctant to provide funding without a guarantee of collateral. Kindly allow the creation of a charge on the project as security for the lenders.</p> <p>Additionally, NPCIL could consider underwriting the revenue by way of PLF SLAs and penalties for non-compliance. This could serve as a form of security for the lender, making them comfortable in providing financing against the intangible asset. If the revenue is not underwritten (i.e. PLF of the plant), the risk profile of the project increases, which will increase the cost of debt and may make the project unviable</p>	Legal ownership is requirement of Atomic Energy Act. In case financing from own resources is not contemplated, option of financing to be discussed with the financial institutions .
4	4	M/s ACME Solar Holdings Ltd.	NPCIL & USER may sign an agreement mentioning all operation SLAs (like PLF, Operation expenditure and other yearly costs) and damages for non-compliance. This would ensure the security/ guarantee of the cash-flow for the USER and financing can then be arranged. Since, the responsibility of NPCIL extends from the construction to decommissioning, the underwriting of different parameters (such as construction timelines, Capex, O&M costs, PLF etc.) would be important to make the project bankable.	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
5	5	M/s ACME Solar Holdings Ltd.	<p>Under Agreement-3, when assets are transferred to NPCIL, NPCIL should provide a guarantee in terms of operating the NPP according to good industry practices, to avoid any damages that are repairable or damages that lead to a permanent shut-down of the NPP, which could result in financial implications or liabilities.</p> <p>NPCIL may indemnify the USER for all financial implications and provide claims for the asset's value (in terms of the present value of future cash flows) when the NPP is declared unfit for further operation due to damage / or otherwise. It is important to underwrite the PLF, costs etc. in order to maintain the cash flow of the project.</p>	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

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6	6	M/s ACME Solar Holdings Ltd.	<p>The connectivity for generation projects in India can be a challenge and also there is an associated cost to this. We request that connectivity may be allocated to us (in line with prevailing practice of RE projects) basis the LOI/LOA/MoU.</p> <p>Moreover we request that, NPCIL should make efforts that substations where USER is securing connectivity should be converted to fall under RE zone or equivalent status (Nuclear zone). This would allow the USER to secure connectivity without incurring additional costs in terms of ATS BG and this cost may render project unviable.</p>	Not relevant to RFP
7	7	M/s ACME Solar Holdings Ltd.	<p>Expertise charges viz-a-viz 60 paise/KWh would have huge financial impact on the USER and it would lead to higher final tariff, thus impacting overall commercials of the USER. Request to kindly revise it to 7 paise/KWh, as recovered by REIAs in the renewable bids in the form of trading margin.</p> <p>Moreover, the yearly energy produced from a twin BSR unit of 440 MW at 72.5% PLF (net of auxiliary consumption) would be approximately 2500 MUs. The expertise charges of 60 Paise/kWh on this energy would amount to around ₹150 crores annually. The present value of these yearly expertise charges, discounted over 40 years of operation at a 12% discount rate, would be approximately ₹1250 crores. This cost is significant, especially when compared to the total project cost of around ₹3000-3500 crores (about 33%). Such a high cost would have a negative impact on the USER's commercial viability, make tariffs uncompetitive, and hinder the adoption of nuclear energy and the overall development of the sector.</p> <p>Kindly consider reducing this cost to 7 Paise/kWh, as is the case in other REIA renewable bids.</p>	The quantum of expertise charges under the RFP is the decision of Govt of India.
8	8	M/s ACME Solar Holdings Ltd.	<p>As an alternative to the Expertise charges viz-a-viz 60 paise/KWh, we request you to consider an annual fixed sum as an expertise charge. This payment would be made subject to the yearly PLF falling within a band (that could be negotiated between USER and NPCIL). If annual PLF falls below the band, the fixed annual expertise charge would be paid after deducting damages for the fall in PLF (that also could be negotiated between USER and NPCIL).</p> <p>The fixed annual expertise charge could in the range of 15-20 crores annually.</p>	The quantum of expertise charges under the RFP is the decision of Govt of India.
9	9	M/s ACME Solar Holdings Ltd.	<p>In case USER exits without substitution, USER should be provided the claim equal to the amount received from the prospective USER (who could have been substituted) plus carrying cost (i.e. with interest), to recover the capital investment. It is important to protect the capital investments by the USER and hence a suitable insertion is requested.</p> <p>In case NPCIL exits and even DAE is unable to abide by the agreement, then USER should be provided claims equal to capital invested in the project and carrying cost (i.e. with interest) and present value of revenues and other possible financial implications such as decommissioning etc.</p>	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.

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10	10	M/s ACME Solar Holdings Ltd.	In case of force-majeure event continues for more than 6 months, parties should be allowed to terminate the agreement without any liability to both parties. Moreover, there may be suitable clauses of extension of construction period in case of FM events & may be suitably considered. Also, there may be a mirror clause similar to what may be present in the offtake agreement for power.	Force majeure is a non negotiable clause.
11	11	M/s ACME Solar Holdings Ltd.	Kindly incorporate provisions regarding SLAs in getting the site approvals (regulatory and suitability checks), construction completion, PLFs and decommissioning period. LDs may be envisaged on the party taking responsibilities (in this case Licensee), in case of delays or SLAs not being met.	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
12	12	M/s ACME Solar Holdings Ltd.	Kindly advocate with the government to include Nuclear energy purchase obligations similar to Renewable purchase obligations, so as to further drive the nuclear energy capacity addition .	This is within domain of MoP, may be pursued with them.
13	13	M/s ACME Solar Holdings Ltd.	Instead of self-consumption, can energy utilization be made more flexible, allowing options like merchant sale, short-term sale, or long-term sale through Power Purchase Agreements (PPAs)?	Already addressed in RFP.
14	14	M/s ACME Solar Holdings Ltd.	Apart from O&M expenses of ₹47 lakh/MWe, what are the other associated costs, such as water usage and fuel? What are the estimated costs for these raw materials?	Relevant information will be shared on signing of NDA.
15	15	M/s ACME Solar Holdings Ltd.	We understand that any off taker may also be roped in and power can be supplied in a captive construct (i.e. 26% equity being infused by the end consumer) in order to qualify this as a captive power plant so that there is no incidence of CSS and ASS and commercially its a viable proposition. This electricity demand essentially would come from our consumer and may not be a in-house demand.	Ref:Annexure-3 and corrigendum-IV of RFP for USER qualification
16	16	M/s ACME Solar Holdings Ltd.	We request that since USER is bearing the costs of construction, contingent capex and all operational expenses, and NPCIL is acting solely as the operator, with compensation for its role, USER should be allowed to determine the tariff independently, without interference from the DAE. Additionally, USER should be allowed to sell the power to power exchange, REIAs and other C&I customers as per the tariff determined by the USER or mutually agreed between the parties. A suitable amendment may be carried in Atomic Energy act, 1962. This would provide developers with greater flexibility to optimize their commercial strategies based on market conditions, while ensuring guaranteed revenues for NPCIL, which are fixed on a per-unit basis.	RFP terms & conditions shall prevail.
17	17	M/s ACME Solar Holdings Ltd.	Kindly confirm whether delay in land acquisition would lead to any penalty on USER?	Land acquisition is in scope of USER.
18	18	M/s ACME Solar Holdings Ltd.	During pre-project stage in Agreement-1, kindly share the scenarios in which NPCIL may require indemnification from the USER?	RFP terms and Conditions shall prevail.
19	19	M/s ACME Solar Holdings Ltd.	Please provide list of the statutory agencies and also the list of approvals, for which USER would approach. This would be important as it will help us understand the overall approvals landscape	NPCIL, along with user would approach for clearances from statutory agencies.

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20	20	M/s ACME Solar Holdings Ltd.	<p>There are no clauses indemnifying USER if any unforeseen nuclear disaster happens during commissioning, O&M and decommissioning by NPCIL (radiation leakage, etc.) and liability which exceeds the claim available in the insurance policy. Please consider incorporating suitable provisions.</p> <p>Please share the insurance amount (i.e. maximum liability) and its premium as well.</p>	Depnds upon the terms of insurance and policy availble in market.
21	21	M/s ACME Solar Holdings Ltd.	What would be total sum insured in the insurance policy and what would be insurance charges payable in instalments on yearly basis by USER?	Depnds upon the terms of insurance and policy availble in market.
22	22	M/s ACME Solar Holdings Ltd.	Total construction timeline, is around 51-60 months from commencement of excavation (Excavation and Plain cement concrete (PCC) to take 9-12 months and other 42-48 months after First pour of concrete (FPC)). While in the summary it has been mentioned that construction timeline is 42-48 months only. Please clarify.	42-48 months is counted from start of First pour of Concrete (FPC) and prior to FPC excavation and PCC timeline is mentioned as 9-12 months.
23	23	M/s ACME Solar Holdings Ltd.	<p>What would be FPC timelines from bid result/declaration and which building construction would mark the FPC milestone?</p>	<p>Start of Concreting of Reactor building of the first unit of twin unit NPP is called as First Pour of Concrete (FPC) Milestone.</p> <p>The timeline of FPC from the bid result will depend upon various factors like: Land acquisition/selection, MoEFCC and other statutory clearances, detailed site investigations, Preparation of site Evaluation report and siting clearance by AERB, Excavation clearnce etc.</p>
24	24	M/s ACME Solar Holdings Ltd.	Kindly confirm whether there would be any online submission of response or bidder is required to submit the complete response in offline mode only?	Refer "INSTRUCTION SHEET" of RFP
25	25	M/s ACME Solar Holdings Ltd.	<p>Minimum net worth should be a function of bid capacity and should be in range of 1 Cr/MW as in other REIA renewable bids.</p> <p>Moreover, Please also allow bidders to demonstrate the Net Worth as on 7 days prior to the date of the bid submission for qualifying the criteria, as an optional additional criteria.</p> <p>Additionally, please consider the credit ratings acceptable as BBB (investment grade).</p>	RFP terms & conditions shall prevail.
26	26	M/s ACME Solar Holdings Ltd.	Please mention what would be the max bid out capacity under this RFP and what would be the maximum capacity awarded to a single USER. Pls also clarify if all the bidders would be selected subject they meeting the QRs or there would be some priority order for selection of the bidders	Refer Annexure-3 and Corrigendum-IV of RFP
27	27	M/s ACME Solar Holdings Ltd.	<p>Kindly confirm if we can import or consider technology transfer from countries which shares a land border with India for e.g. China; provided manufacturer or vendor is registered with competent authority.</p> <p>Kindly provide the empanelled/registered vendors list for these projects.</p>	Import or technology transfer from countries which share land border with India for e.g. China is subject to government of India regulations. Vendor list will be provided to qualified USERS at appropriate stage.
28	28	M/s ACME Solar Holdings Ltd.	Kindly provide Power of Attorney format and also confirm, if BR is required to be enclosed with PoA.	USER to submit in legally valid format as per company policy
29	29	M/s ACME Solar Holdings Ltd.	No provisions of Change in Law. There should be relief from any policy and regulatory change after the bid submission which puts additional financial/regulatory/policy burden on the USER.	RFP terms & conditions shall prevail.
30	30	M/s ACME Solar Holdings Ltd.	Please confirm whether early/part/full commissioning is allowed and what would be conditions pertaining to this in terms of tariff, operation, capacity and any other conditions. This may be pertinent, in case NPCIL decides to act as an intermediary and supply power to Discoms / other consumers	RFP terms & conditions shall prevail.
31	31	M/s ACME Solar Holdings Ltd.	Please provide estimated cost for NPP drawings, which would be provided by the NPCIL.	Design and construction drawings is in scope of NPCIL

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32	32	M/s ACME Solar Holdings Ltd.	Kindly provide an estimation of the annual cost implications for CISF security.	Not relevant to RFP.
33	33	M/s ACME Solar Holdings Ltd.	Is it necessary for USER to buy the land before submission for BID	Refer Annexure-3 point no. iii of RFP
34	34	M/s ACME Solar Holdings Ltd.	it is asked to submit the preliminary site evaluation study report along with BID, does it required any third party certification ?	Refer RFP checklist for information on site along with submission of proposal.
35	35	M/s ACME Solar Holdings Ltd.	O&M expenses is 47.47 lakh /MWe / annum for year2017-18 & annual escalation of 6% per annum for every subsequent year. So in year 2026-2027 this O&M expenses will be 80.2 lakhs/MWe. Is this correct understanding, please clarify	Yes, the Understanding is correct.
36	36	M/s ACME Solar Holdings Ltd.	Qualification Requirement: NPCIL to also provide similar selection criteria / guidelines and what will be expected next after qualifying in the QR stage ?	RFP is self explanatory regarding stages after submission of proposal by USER
37	37	M/s ACME Solar Holdings Ltd.	"USER can propose Projects in multiple of twin BSR units": Could NPCIL confirm how many such twin BSR units are planned at this moment under this RFP?	USER can propose multiple project sites in different states without any restriction on number of sites or BSR units.
38	38	M/s ACME Solar Holdings Ltd.	<i>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)</i> in this case, the USER who is unsuccessful will get his EMD money back only after 6 months from the date if signing of the first award of project to successful USER, please clarify	RFP Terms and Conditions shall prevail.
39	39	M/s ACME Solar Holdings Ltd.	What is the approximate cost of manpower required for security at a 220 MWe plant?	Relevant information will be shared on signing of NDA.
40	40	M/s ACME Solar Holdings Ltd.	For projects that are more than 10 years old, what is the current execution cost for a 220 MW BSR plant?	Relevant information will be shared on signing of NDA. Current cost for BSR to be estimated by USER.
41	41	M/s ACME Solar Holdings Ltd.	Can the operational life of the plant be estimated at 60 years with proper maintenance and upgrades?	As per RFP:-"Operational design life of reactor is about 40 years. However, with improved manufacturing, surveillance and maintenance practices, the operating can be extended beyond 40 years based on life re-assessment and regulatory approvals.
42	42	M/s ACME Solar Holdings Ltd.	How many days per year is the plant expected to remain operational, accounting for maintenance and shutdowns?	As per RFP:- "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"
43	43	M/s ACME Solar Holdings Ltd.	During maintenance shutdowns, is a diesel generator (DG) used? What is the estimated annual operational cost of using the DG?	During maintenance shutdowns, supply is taken from Grid. DGs are for Emergency condition only when power onsite and offsite sources are not available.
44	44	M/s ACME Solar Holdings Ltd.	Along with generating 440 MWe of power, is it possible to provide steam for industrial or other uses?	RFP terms & conditions shall prevail.
45	45	M/s ACME Solar Holdings Ltd.	Can water consumption be minimized by using an air-cooled water supply system/air cooled condensor?	Present 2x220 MWe BSR are not designed with air cooled condensor.
46	46	M/s ACME Solar Holdings Ltd.	The current land requirement is a 1 km radius, equating to 314 hectares. Can this be reduced to a 0.5 km radius, approximately 87 hectares, as suggested in the RFS? What timeline is feasible for achieving this?	Current requirement of EZ as per AERB siting code (AERB/NF/SC/S Rev1) is 1 km. A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.

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47	47	M/s ACME Solar Holdings Ltd.	Please provide estimate of the costs incurred in following activities (In INR with suitable units) as listed below (for next 27 Query i.e. from Sr No 47 to 73) Preliminary site evaluation study of land	Site Evaluation studies as per AERB codes/guides are in scope of USER
48	48	M/s ACME Solar Holdings Ltd.	Pre-project activities (Site suitability including seismic zone, distance to active fault, screening distance values, availability of cooling water etc.)	Site Evaluation studies as per AERB codes/guides are in scope of USER
49	49	M/s ACME Solar Holdings Ltd.	Reclassification of land for setting up NPP; Permission to sub-lease the land for 99 years or more	This is in the scope of USER
50	50	M/s ACME Solar Holdings Ltd.	Agreement-1 signing	Query not clear
51	51	M/s ACME Solar Holdings Ltd.	Detailed site evaluation studies	Site Evaluation studies as per AERB codes/guides are in scope of USER
52	52	M/s ACME Solar Holdings Ltd.	Approach DAE site selection committee for approval	Query not clear
53	53	M/s ACME Solar Holdings Ltd.	Approach MoEFCC and other statutory agencies for clearances	Query not clear
54	54	M/s ACME Solar Holdings Ltd.	Expected project construction cost	Completion cost of earlier completed similar plants is provided in RFP Annexure-4. Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
55	55	M/s ACME Solar Holdings Ltd.	Commissioning activities	Project execution is in scope of USER
56	56	M/s ACME Solar Holdings Ltd.	Contingent CAPEX charges including	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
57	57	M/s ACME Solar Holdings Ltd.	En-masse Coolant Channel Replacement (EMCCR) in 20-25th year	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
58	58	M/s ACME Solar Holdings Ltd.	En-masse Feeder Replacement (EMFR) in 20-25th year	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
59	59	M/s ACME Solar Holdings Ltd.	Construction, operation and maintenance of spent fuel management facilities within the plant (Life 10 years) including Away-from-Reactor (AFR) (Life another 25 years)	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
60	60	M/s ACME Solar Holdings Ltd.	Construction, operation of waste management and D2O upgradation facilities	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
61	61	M/s ACME Solar Holdings Ltd.	Provide the township with appropriate accommodation with suitable amenities, transportation, medical, schooling and other allied facilities including training & security establishments, neighbourhood development, etc. as agreed by the USER & NPCIL.	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
62	62	M/s ACME Solar Holdings Ltd.	Capital unit outage (biennial shutdown)- 35-40 days for surveillance, inspection and overhauling	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
63	63	M/s ACME Solar Holdings Ltd.	Environmental Survey Laboratory ("ESL") be set-up near township, to monitor the environment around the plant, from radiological consideration. Sophisticated equipment and qualified manpower from the Bhabha Atomic Research Centre ("BARC")	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
64	64	M/s ACME Solar Holdings Ltd.	Six numbers of Micro Earthquake stations ("MEQ") are required to be set-up in a radius of 30 km around the site to monitor the seismic activity around the site	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
65	65	M/s ACME Solar Holdings Ltd.	Decommissioning activities.	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.

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66	66	M/s ACME Solar Holdings Ltd.	Decommissioning Levy (As notified by DAE from time to time)	RFP terms & conditions shall prevail.
67	67	M/s ACME Solar Holdings Ltd.	Fuel Charges •Through Annual Fuel Recovery Charge (“AFRC”), so 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 •Shall be refixed for the half core of the fuel , whenever fresh fuel is loaded, say after EMCCR or/and EMFR	Relevant information will be shared on signing of NDA.
68	68	M/s ACME Solar Holdings Ltd.	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.	Relevant information will be shared on signing of NDA.
69	69	M/s ACME Solar Holdings Ltd.	O&M expenditures (including manpower expenses such as salaries and administrative expenditure)	Relevant information will be shared on signing of NDA.
70	70	M/s ACME Solar Holdings Ltd.	Levies on nuclear power , as determined from time to time, by DAE or any other competent authority	Relevant information will be shared on signing of NDA.
71	71	M/s ACME Solar Holdings Ltd.	Insurance charges	Depends on the Insurance policy
72	72	M/s ACME Solar Holdings Ltd.	Water charges/cess	Arrangement of water requirements is in scope of USER
73	73	M/s ACME Solar Holdings Ltd.	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)	RFP terms & conditions shall prevail.
74	74	M/s ACME Solar Holdings Ltd.	We kindly request that the minimum requirement of 2500 MUs for meeting the QR be amended or withdrawn, as the USER will be bearing all expenses related to project development, construction, and operations. The USER's intent and financial commitment should be considered sufficient assurance of its commitment to the project. Additionally, we request NPCIL to incorporate provisions allowing the USER to enter into agreements with other Commercial & Industrial (C&I) consumers for captive energy supply, in compliance with the applicable regulatory framework i.e. the successful USER be permitted to bring in other consumers who would: •Invest 26% equity in the company, and Offtake 51% of the electricity. It will ensure compliance with captive power plant regulations as well and the energy generated will be utilized optimally. We request you to kindly accept.	Refer Annexure-3 and Corrigendum-IV of RFP

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
75	75	M/s ACME Solar Holdings Ltd.	<p>As per the current provisions, the USER is allowed to demonstrate and qualify based only on the net worth criteria for FY 2023-24.</p> <p>We kindly request you to kindly allow the USER to demonstrate compliance with the net worth requirements based on either of the following criteria:</p> <ol style="list-style-type: none"> 1.The net worth as of the last date of the previous financial year (i.e., FY 2023-24), OR 2.The net worth as of a date at least seven days prior to the bid submission deadline. <p>Alternatively, we request your good office to consider revising the net worth requirement to Rs. 1 Cr/MWe based on the preceding financial year (2023-24).</p> <p>Such a revision would encourage broader participation and enable more bidders to meet the eligibility criteria, thereby fostering more participant from interested USERS and enhanced project feasibility.</p>	Refer Annexure-3 and Corrigendum-IV of RFP
76	76	M/s ACME Solar Holdings Ltd.	<p>We kindly request confirmation on the following points:</p> <ol style="list-style-type: none"> 1.Is the USER required to submit land details at the time of bid submission? 2.If the USER has identified the land and conducted a preliminary study, but the land is yet to be acquired or leased, kindly confirm if this will be acceptable. 3.In case land details need to be furnished, please specify the required documentary evidence to be submitted along with the RFP response. 4.Will there be any penalties imposed on the USER in case of delays in land identification and acquisition process? 5.Is the USER required to submit a detailed evaluation study of the land, or will a desktop study suffice at this stage of RFP response submission, with a detailed study to be submitted later? 6.Is the USER allowed to substitute or change the land parcel details after submitting the RFP response to NPCIL? 7.Will subleasing of land be permitted between the holding company and the project company? 8.Can the bidder participate through a Joint Venture (JV) company, wherein the JV consists of the project company and another entity holding the land? 	Refe RFP checklist and Qualification requirements of RFP
77	77	M/s ACME Solar Holdings Ltd.	<p>We kindly request your office to incorporate provisions allowing EMD submission in the form of Bank Guarantee (BG), Insurance Surety Bond, and Payment on Order Instruments (IREDA/PFC/REC), as practiced by other tendering agencies. This will enable the USER to optimize its BG limits without directly engaging funds.</p> <p>Additionally, we request consideration for returning the EMD within 15 days from the date of declaration of results, instead of the current 30-day timeline.</p>	<p>1) Earnest Money Deposit (EMD) in the form of Online Payment/Bank Guarantee /Insurance Surety Bond will be accepted. Refer Corrigendum-V to RFP for Format of Bank Guarantee in lieu of EMD.</p> <p>2) RFP Terms and Conditions shall prevail.</p>

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
78	78	M/s ACME Solar Holdings Ltd.	<p>As you are aware, nuclear power has been recognized as a clean fuel in our country. However, in current applications such as Green Hydrogen, Green Ammonia, and Green Steel, projects are only recognized under the green category when powered by Renewable Energy.</p> <p>Given that nuclear power is an emission-free energy source, its exclusion from the green category limits its potential role in supporting these industries.</p> <p>Therefore, we kindly request NPCIL to take up this matter with the concerned authorities/ministries to formally recognize nuclear power as Green Energy. This will encourage more developers to adopt nuclear power for Green Hydrogen & Ammonia plants and other purposes, aligning with the government's existing policy support.</p> <p>Additionally, we suggest considering the development of a dedicated Nuclear Power Zone, where energy is generated by a nuclear power plant and utilized within the zone itself for manufacturing sector operations post green categorization. This would:</p> <ol style="list-style-type: none"> 1. Reduce transmission constraints for the USER, 2. Ensure RTC (Round-The-Clock) Green Power availability for operations, and 3. Improve overall efficiency and utilization. <p>The support of NPCIL in this initiative is crucial for both the development of project under this RFP and the broader energy transition, as nuclear power will play a vital role in advancing green energy, enabling Round-The-Clock (RTC) green operations, and promoting the adoption of clean and sustainable energy methods, contributing to a safer and more resilient environment.</p>	Not relevant to RFP
79	79	M/s ACME Solar Holdings Ltd.	Can the bidder demonstrate net worth by adding the standalone net worth of both the USER and its controlling entity/parent entity?	Refer Annexure-3 and Corrigendum-IV of RFP
80	80	M/s ACME Solar Holdings Ltd.	Does the term "sum total of the net worth of the USER or its controlling entity" refer to consolidated financial statements of the USER or its controlling entity, OR can standalone financial statements be combined to meet the net worth criteria?	Refer Annexure-3 and Corrigendum-IV of RFP
81	1	M/s Adani Energy Solutions Limited	<p>Request to provide firm cost/price of fuel including future escalation if any or capped fuel cost.</p> <p>In absence of visibility on fuel cost the financing of the NPP will become difficult.</p>	Relevant information will be shared on signing of NDA.
82	2	M/s Adani Energy Solutions Limited	<p>Request to consider removing expertise fees. Instead, NPCIL may propose to charge a nominal consultancy fees during the time of construction and later charge 5 paise for liability during the NPP operations period else charge incentive against availability beyond 90%</p> <p>Expertise fees is not desirable since O&M is separately paid plus risk of sale of power at a viable price is with USER. Without proposed expertise fees, project becomes unviable.</p>	O&M exp is on reimbursable basis including manpower cost. Expert fee is for NPCIL expertise deployed for BSR.
83	3	M/s Adani Energy Solutions Limited	It is requested that the civil nuclear liability/insurance cost to be managed by NPCIL	Expenses to be borne by user.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
84	4	M/s Adani Energy Solutions Limited	<p>1. Once the investment is made, the developer should have the freedom to sale/use/supply of electricity generated as per the Electricity Act 2003 incuding captive rules, and no approval by Department of Atomic Energy (DAE) on this aspect.</p> <p>2. Electricity tariff determination shall be complete prerogative of the USER without any role of DAE.</p> <p>Since investment is made by the developer including associated risk. Hence, USER should have freedom on the use of or right on electricity without any need of DAE to determine tariff.</p>	May be taken up with DAE, DAE being fuel supplier.
85	5	M/s Adani Energy Solutions Limited	<p>Change requests: It is requested to provide details of asset transfer aggrement and clarity on the ownership of the asset (Nuclear Power Plant) after transfer.</p> <p>Also please clarify whether the entire asset after transfer will be recorded in the books of USER or NPCIL?</p> <p>Also please share the complete structure, bankability & lenders prospective.</p> <p>Rationale: If the ownership of the asset does not remain with the USER after the transfer, it will be challenging on the USER's part to secure financing</p>	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.
86	6	M/s Adani Energy Solutions Limited	<p>Change requests: Since 220 MW BSR is well tested, it is requested to share the final design with the USERs. It is also requested once the design is finalized and shared there should not be any change during the course of the project execution.</p> <p>Rationale: The standardization of design including safety aspects which has been well tested and approved by AERB will help in faster execution of the project without intermediate approvals</p>	All relevant documents required for project execution will be shared with the qualified USER at appropriate time.
87	7	M/s Adani Energy Solutions Limited	<p>Change requests: Nuclear Island primarily reactor which requires safety approvals especially around radiation material should only be kept under the purview or/and various approvals of AERB /DAE/ NPCIL during the construction. Rest all should be allowed to be done by user as established standards / certifications.</p> <p>Rationale: Nuclear reactor critical parts need approvals while rest are well established technologies and not related to safety. For instance, Turbine Generator is well established standardized technology.</p>	This aspect is based on the regulatory requirements stipulated by AERB

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
88	8	M/s Adani Energy Solutions Limited	<p>Change request: There are number of private players expected to participate in this RFP and therefore in NPP development, which will lead to higher number of manpower for approvals and O&M pf plant. It is requested that the approvals and inspections should be only for critical/final stages of construction & manufacturing only and that too limited to nuclear reactor components. Rest of the activities during construction can be carried out thorough independent agencies. Similarly for O&M while for non-nuclear island it should be completely left to USER, even for nuclear island USER staff coule also be utilized.</p> <p>Rationale: If 6 - 12 new reactors are constructed by private players then the required manpower for approvals related to nuclear island construction is not available.</p> <p>We understand through various discussions that sufficient manpower for existing NPP is not available.</p> <p>It could be win-win situation if USER manpower could also be trained and utilized for O&M.</p>	Not relevant to RFP
89	9	M/s Adani Energy Solutions Limited	<p>Change request: : 1. Request to provide the latest capex estimates along with break up of capex estimates. 2. Multiple packages should be allowed during tender solicitation including separate package for nuclear island and power island, BOP, etc. :</p> <p>Rationale: Capex guidance in the RFP are for plants commissioned in 2010. The recent figure along of list of possible vendors for reactor, will help estimate the project risk, assist in securing debt for the project and enable to create robust execution timeline.</p>	Cost to be estimated by USER. Procurement and project execution is in scope of USER.
90	10	M/s Adani Energy Solutions Limited	<p>Change request: 1. OPEX details provided are significantly high and shall be benchmarked to the opex of newly commisionned NPPs and/or benchmarked with global best new plants. It will be efficient to consider historical costs for new plants. This is a established principle. For instance, thermal power plants OPEX over the years have reduced significantly and specially for new facilities. 2. USER to be allowed for sharing of spares for operations & maintainance wih NPCIL operating nuclear power plant units :</p> <p>Rationale: The opex of thermal power plants are in the range 20-22Cr/MW and same has reduced over the period of time. It is also noted that Opex of NPPs in a report by Danish Energy Agency & CEA is around 43 Lac/MW and is likely to reduce further. Hence, Opex of 47.47lac/MW (2017-18) as given in RFP is significantly on higher side and makes the overall project unviable.</p>	O&M expenditure as indicated in RFP are the actual expenditure data of similar operating plants. Sharing of spares for operations & maintainance with NPCIL operating nuclear power plant units is not envisaged at this stage.
91	11	M/s Adani Energy Solutions Limited	<p>Change request: Please provide approved list of contractors or/and supplier, QA service provider, or/and USERS</p> <p>Rationale: Required for discussion with each vendor to understand and assess the overall project and its cost etc.</p>	Relevant documents will shared after signing NDA

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
92	12	M/s Adani Energy Solutions Limited	Change request: A governance committee shall be formed with members from USER team, NPCIL, etc. for project monitoring and governance. Rationale: To expedite project approvals and ensure timely execution.	Appropriate methodology for efficient project execution will be decided between qualified User and NPCIL.
93	13	M/s Adani Energy Solutions Limited	Change request: 1. NPCIL/AERB approvals should be limited to only 'Important to Nuclear Safety (ITNS)' side equipment. 2. An approval committee with equal representation of developers, vendors, and NPCIL/AERB should be constituted for time-bound approval or default approval beyond stipulated timelines. 3. NPCIL/AERB approvals should not be required for 'Not Important to Nuclear Safety (NINS)' components/ processes. Rationale: Timely approvals from NPCIL/AERB are needed for timebound execution of projects and to avoid cost escalations due to project delays.	This aspect is based on the regulatory requirements stipulated by AERB
94	14	M/s Adani Energy Solutions Limited	Change request: NPCIL should assure 90% availability as per historical trend of operating NPPs Rationale: Higher availability enables operating cost optimization. Indicated PLF is very low. It is not clear if this PLF is only for guarantee purpose and plant will operate at higher PLF.	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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs
95	15	M/s Adani Energy Solutions Limited	Change request: At any stage, USER shall have right to sell/transfer the asset. In case the USER is unable to find a substitute, the entire NPP facility as exist at that stage including land will vest in the DAE and USER will be compensated at fair market price of the project. Rationale: It is new sector for private sector players. Strict exit norms create an entry barrier.	RFP terms & conditions shall prevail.
96	16	M/s Adani Energy Solutions Limited	Change request: Cost of project delay due to reasons attributable to NPCIL's exit may be loaded on NPCIL. As such, NPCIL or later DAE should act as a consultant, providing expert advice, supervision and guidance during the project execution stage and later during O&M. Rationale: For faster project execution and later for efficient O&M management.	RFP terms & conditions shall prevail.
97	17	M/s Adani Energy Solutions Limited	Change request: Request NPCIL to provide any existing list of suitable sites available with NPCIL for preliminary evaluation by USER as potential site. Rationale: To save time and expedite the pre-feasibility assessment of potential sites for NPP.	Land is to be identified and offered by USER.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
98	18	M/s Adani Energy Solutions Limited	<p>Please consider combined electricity requirement of the bidding entity as well as parent company & subsidiary entities that includes existing electricity demand as well as projected electricity demand.</p> <p>Rationale: Electricity Captive Rules do allow electricity consumption by parent or its any subsidiary to qualify as captive consumption of the bidding entity. Captive power plant can also be set up as group captive plant as per the exiting guidelines of MoP.</p>	Refer RFP Annexure-3 and Corrigendum-IV
99	19	M/s Adani Energy Solutions Limited	<p>Change request: Whether the screening distance value will be relaxed for Brown field site?</p> <p>Rationale: RFP states both Brown field or Green field sites are acceptable. However, in case of brown field site, the screening distance value in respect of distance from industrial facility could not be met.</p>	All SDVs as per AERB siting code are applicable for Brown field site.
100	20	M/s Adani Energy Solutions Limited	<p>Change request:</p> <p>Request to eliminate the EMD amount at the proposal submission stage.</p> <p>Rationale:</p> <p>Currently, it is a preliminary stage and a lot of approvals and siting approvals are needed to finalize land parcel. Further, there is limited clarity on the business model structure, lesser visibility of actual project cost & its design & BoQ and terms of agreements (fuels, O&M, etc.).</p>	RFP Terms and Conditions shall prevail.
101	21	M/s Adani Energy Solutions Limited	<p>Change request:</p> <p>Request to increase the proposal submission timeline by at least one quarter time of a year.</p> <p>Rationale:</p> <p>The details on pre-bid queries are still awaited and suitable land parcel identification is time taking and challenging task.</p>	Refer Corrigendum-III to RFP for extension.
102	22	M/s Adani Energy Solutions Limited	<p>Change request:</p> <p>It is requested to make provisions for providing incentives to NPCIL for timely approval/supervision during execution of NPP at a pre determined rate and penalty in case of delay attributable to NPCIL approval/supervision etc.</p> <p>Rationale:</p> <p>To get lenders comfort and generate motivation for team for timely execution of NPP.</p>	RFP terms & conditions shall prevail.
103	23	M/s Adani Energy Solutions Limited	<p>Change request:</p> <p>It is requested to make provisions for training of USER's personnel/resources at NPCIL facilities</p> <p>Rationale:</p> <p>To develop understanding of nuclear power generation and ensure compliances</p>	Not envisaged in current RFP

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
104	24	M/s Adani Energy Solutions Limited	<p>Change request: Request to provide the details of project execution timeline as per major activities involved in project completion (key activities for both Civil and non-civil milestones)</p> <p>Rationale: It is a new sector for private sector players and details of project execution timelines aids in efficiently assessing project risk.</p>	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 First Pour Concrete.
105	1	M/s Aditya Birla Renewables Limited (Hindalco)	<p>"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"</p> <p>"The USER or its affiliates or its group company 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"</p> <p>(1) Many conglomerates have set-up, within its group of companies, a renewable energy generating company to install and supply renewable power for the group's renewable energy requirement / decarbonization.</p> <p>(2) Since the Nuclear capacity is large, this will help to aggregate the power requirements of the group company and supply power thus helping to increase the demand of Nuclear Power.</p> <p>(3) The above is permitted in case of renewables, hydro and thermal sector under structure as per Electricity Act 2003 and Electricity Rules 2005, whereby 26% of the equity is invested by the captive consumer and 74% of the equity is invested by the power generator.</p>	Proposal for amendment in Electricity rules for captive consumption to include the supply from Nuclear power stations is under active consideration. Following notification by MoP, the amendment will be made available.
106	2	M/s Aditya Birla Renewables Limited (Hindalco)	USER can propose Projects in multiple of twin BSR units subject ... USERS who agree for paying expertise fees @ 60 paise/kWh to NPCIL shall be considered Please share the break-up/ working of 60 paise/Kwh	The quantum of expertise charges under the RFP is the decision of Govt of India.
107	3	M/s Aditya Birla Renewables Limited (Hindalco)	<p>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</p> <p>The ownership of the asset will remain with the USER or it will be transferred to NPCIL after the Asset Transfer agreement.</p> <p>What the rights that the User will have over the asset after the Asset Transfer other than the right as beneficiary to the power.</p>	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.
108	4	M/s Aditya Birla Renewables Limited (Hindalco)	<p>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.</p> <p>The financial risk involved in case damages due under CLND Act shall be borne by NPCIL or the USER?</p> <p>(1) Is there any insurance policy to cover this risk? (2) Will this policy be taken by NPCIL or USER (3) How much is generally annual premium towards such insurance?</p>	CLND Act and provisions thereon will prevail. Presently, INIP thru its nominated insurance co. offers coverage under the CLND. For purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("CLND Act.") NPCIL shall be operator.
109	5	M/s Aditya Birla Renewables Limited (Hindalco)	Plant Load Factor ("PLF") - 68.5% (likely to be revised to 72.5%) Is this the net PLF on the grid after aux. consumption?	68.50 % PLF is gross PLF.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
110	6	M/s Aditya Birla Renewables Limited (Hindalco)	- To promote the Nuclear power generation, Bharat Small Reactors should be considered as "Green Energy" project. All the subsidies, exemptions, and incentives applicable to renewable energy sources, such as solar, wind, and hydropower, should also be applicable to NPP. NPCIL to facilitate it.	This is within domain of MoP, may be pursued with them.
111	7	M/s Aditya Birla Renewables Limited (Hindalco)	It is noted that tariff of any surplus energy generated through the BSRs which is available post captive consumption shall be determined by the DAE and not the electricity exchange. Post our captive consumption, we as User will sell the surplus power (if any) through Power Exchange, given that in an Exchange, tariff is determined through price discovery mechanism, what role would DAE play. Please clarify.	Already addressed in RFP.
112	8	M/s Aditya Birla Renewables Limited (Hindalco)	O&M expenses: Please provide us the actual value of the O&M expenses incurred on best-achieved basis in the recent years for the latest PHWRs in India. The same will assist us in factoring the costs. Please additionally provides us all other heads under Opex costs, all inclusive/exhaustive list.	Relevant information will be shared on signing of NDA.
113	9	M/s Aditya Birla Renewables Limited (Hindalco)	Furthermore, an indicative summary of heads of expenses considered under the O&M expenses will bolster our understanding of various expense categories. It will also aid in understanding linkage between O&M and Opex.	Relevant information will be shared on signing of NDA.
114	10	M/s Aditya Birla Renewables Limited (Hindalco)	We align to the provision that asset(s) would be transferred to NPCIL for operation, however it is proposed that details of the agreement shall be mutually discussed and jointly agreed upon.	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
115	11	M/s Aditya Birla Renewables Limited (Hindalco)	While broadly we agree to it that stage wise project assets will be transferred to NPCIL, details of the agreement will be mutually discussed and jointly agreed upon.	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
116	12	M/s Aditya Birla Renewables Limited (Hindalco)	Availability of fuel and heavy water to be guaranteed for the entire Plant life. Also the price of fuel and heavy water should be at par with the NPCIL Plants. To this extent, kindly also confirm that all partners of NPCIL for various kinds of reactors including PHWRs, dependent on similar source of fuel shall be treated on equal footing.	Uninterrupted supply of Fuel and Heavy water will be ensured by DAE,Govt
117	13	M/s Aditya Birla Renewables Limited (Hindalco)	Since the User will pay expertise cost to NPCIL, it is requested to provide the computation method for charging 60 paise/kwh in the year 2030-31. Our proposal is to pay 10% of the average O & M cost incurred across all the Plants of NPCIL. Also this should be linked to the performance guarantee of achieving minimum 90% PLF. Other parameters for fixing performance guarantee may preferably be jointly discussed and agreed upon.	The quantum of expertise charges under the RFP is the decision of Govt of India.
118	14	M/s Aditya Birla Renewables Limited (Hindalco)	Please clarify ARFC charges with an example.	Recovery of AFRC charges are already explained in RFP.
119	15	M/s Aditya Birla Renewables Limited (Hindalco)	To remain competitive with respect to other power generators, O & M cost has to be optimum and hence we propose to keep it capped at the actual value of best achieved O & M cost for 2 X 220 MW units of NPCIL.	Relevant information will be shared on signing of NDA.
120	16	M/s Aditya Birla Renewables Limited (Hindalco)	Is the shutdown of the two units take in alternate years. i.e if the shutdown of Unit-1 is in Year-1 then shutdown of unit-2 will be in Year-2 and so on.	Planned Biennial shutdown of both the units are never taken simultaneously.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
121	17	M/s Aditya Birla Renewables Limited (Hindalco)	Since the User will bear the CAPEX for the project, it is requested that NPCIL share the BOQ along with the specifications of the latest 2 X 220 MW unit for cost estimation. Request you to please share the same at least 2 months before submission of RFP date.	Refer Corrigendum-IV of RFP regarding NDA and sharing of BOQ.
122	18	M/s Aditya Birla Renewables Limited (Hindalco)	As it will be appreciated that the site evaluation survey, particularly for a critical and sensitive project such as the present NPP, is time consuming and needs to be comprehensive. It is therefore requested that suitable time please be permitted for submission of relevant documents and it should be removed from the pre-qualification requirement.	Refer Corrigendum-III of RFP for extension of time for submission of proposal.
123	19	M/s Aditya Birla Renewables Limited (Hindalco)	It is understood that NPCIL being licensee will be obtaining all necessary approvals from both Central and State authorities. Please confirm.	All submission will be on the behalf of NPCIL as a project proponent. However report preparation and site investigation etc. are the responsibility of user and NPCIL will assist user in getting the necessary clearances
124	20	M/s Aditya Birla Renewables Limited (Hindalco)	With regard to the land, it is noted that the User shall be the owner of the land which shall be subsequently leased to NPCIL once the user of the land is duly regularized for setting up and operating the BSRs. With this understanding, please confirm that the disposal and exploitation of the land post decommissioning of the Project shall be at the sole discretion of the owner i.e. the User(s).	RFP terms & conditions shall prevail.
125	21	M/s Aditya Birla Renewables Limited (Hindalco)	Regarding the selection of vendors from NPCIL approved/empanelled vendor list, it is proposed that the Applicant may please be allowed an option of suggesting third party vendor which meets the technical criteria. Further, the Applicant also may be permitted the flexibility of formulating its own work packages.	User can recommend new vendors for qualification by NPCIL. Project construction and procurement is in scope of USER.
126	22	M/s Aditya Birla Renewables Limited (Hindalco)	The cost of Away From Reactor (AFR) facilities should not be in the scope of USER, as the user does not have any control over it. Requesting clarity on the cost of Away from Reactor (AFR) facilities.	Regarding AFR facility, conditions provided in RFP will be applicable.
127	23	M/s Aditya Birla Renewables Limited (Hindalco)	What amounts to the waste ? How long waste management would be the responsibility of USER ? Till what time USER will bear the cost of waste ?	Waste Management will be applicable to all phases of the plant starting from Commissioning, Opeartion and Deommisioning. Cost of waste mangement in all phases of NPP will be beared by USER.
128	24	M/s Aditya Birla Renewables Limited (Hindalco)	Please share the benchmark PLF of 2X220 MW NPP Plant in last 5 years. To remain competative, we propose to fix the PLF to 90% or more comparable to the best operating 2 X 220 MW Plant, especially since the aforesaid expertise fees are being charged from the first unit of electricity generation.	Relevant information will be shared on signing of NDA.
129	25	M/s Aditya Birla Renewables Limited (Hindalco)	Decommissioning charges should be equal for all plants and at par with NPCIL Plants. NPCIL is requested to provide an indicative number.	RFP terms & conditions shall prevail.
130	26	M/s Aditya Birla Renewables Limited (Hindalco)	In case of Event of Default accountable to user, it is requested that adequate cure period may please be given to the User(s) before the option of termination is exercised by NPCIL. It is requested that the termination may please be triggered and recourse to only in cases of incurable material breach.	RFP terms & conditions shall prevail.
131	27	M/s Aditya Birla Renewables Limited (Hindalco)	Where references to specific dispute resolution mechanism is made – such as that of the DAE, please provide us with the details of the procedures followed to understand and confirm acceptability by making an informed decision.	RFP terms & conditions shall prevail.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
132	28	M/s Aditya Birla Renewables Limited (Hindalco)	Please clarify the exclusion zone radius. It is 1 km or 0.5 km from centre of both reactors?. Please finalise it before RFP submission date.	Current requirement of EZ as per AERB siting code (AERB/NF/SC/S Rev1) is 1 km. A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.
133	29	M/s Aditya Birla Renewables Limited (Hindalco)	-All the agreements/MOU to be done with mutual discussions and on agreed upon terms and conditions. Request you to share the draft of all such agreements atleast one month prior to the signing of agreement.	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
134	30	M/s Aditya Birla Renewables Limited (Hindalco)	In case of non qualification of one site, with same EMD, option for submitting another site by same USER should be allowed with sufficient timeline for proposing a new site.	Noted and will be permitted
135	1	M/s Bharat Aluminium Company Limited	<p>a. Kindly provide the modifications proposed by NPCIL to the Ministry of Power (MoP) concerning the amendment of the 'Electricity Rules' related to captive status.</p> <p>b. Please inform, that the requested changes to the captive rules effectively address the transfer of asset ownership, including land subleasing mentioned in RFP. Currently, the rules stipulate that the Captive User must maintain a minimum ownership of 26% in the asset or the company that owns the asset.</p>	Proposal of NPCIL is under active consideration. Matter is within domain of MoP, may be pursued with them.
136	2	M/s Bharat Aluminium Company Limited	As per the refred clause the land is to be sub leased to NPCIL, please suggest a way forward in case the finacial lender of the project disagrees for the sub-leasing & transfer of land to NPCIL.	Financing options to be discussed with the financial institutions .
137	3	M/s Bharat Aluminium Company Limited	Please share the draft of the following aggreements mentioned in RFP: a. Agreeemnt - 1 b. Agreement - 2 c. Agreement - 3 d. Agreement - 4	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
138	4	M/s Bharat Aluminium Company Limited	Kindly clarify how this is feasible as: a. How the captive status of the power will be maintained, as per the Electricity Rules, for captive status USER must have minimum 26% of equity with voting rights. b. How the USER will take the benefit of depreciation c. How the finacial Intitutions will allow this kind of structure	Captive status - May take up with MoP. For Depreciation - May consult with professional accounting firm. For Fianancing-options to be discussed with the financial institutions .
139	5	M/s Bharat Aluminium Company Limited	a. Kindly confirm whether the expertise charges that the user is required to pay to NPCIL are set at 60 paisa per unit or if this figure is merely illustrative. If 60paisa is charged in actual then the expertise fees is very high and infeasible for USER. b. Please specify the date from which the user is responsible for paying expertise charges to NPCIL, based on the net generation of the nuclear power plant. c. Could you clarify which date will be recognized as the Commercial Operation Date (COD) for the nuclear power plant.	The quantum of expertise charges under the RFP is the decision of Govt of India.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
140	6	M/s Bharat Aluminium Company Limited	<p>The concept of force majeure indicates that an unforeseen event has taken place that is beyond the control of both parties, thereby absolving either party of any payment obligations.</p> <p>If NPCIL insists USER to make a payment during a force majeure event, NPCIL will either secure power from an alternative source or reimburse the USER for the cost of power procured from other market sources.</p>	Force majeure is a non negotiable clause.
141	7	M/s Bharat Aluminium Company Limited	<p>Nuclear power is recognized as a clean energy source. During their operation, nuclear power plants do not emit greenhouse gases, and when considering their entire life-cycle, they generate emissions comparable to wind energy and significantly lower than solar energy, producing only one-third of the carbon dioxide-equivalent emissions per unit of electricity.</p> <p>We request NPCIL to take up with the Government of India and relevant ministries to advocate that the nuclear power consumed by industries and users be recognized similar as renewable energy, and enable access to benefits associated with renewable energy, such as Renewable Purchase Obligation (RPO) compliance, renewable consumption compliance, carbon credits, and exemptions from transmission charges.</p>	User has to take up with respective ministries for benefits / exemptions etc.
142	8	M/s Bharat Aluminium Company Limited	<p>We kindly request NPCIL to provide us with a list of appropriate land parcels for the construction of the Nuclear Power Plant. This would significantly streamline the process, conserving time, financial resources, and manpower, given NPCIL's expertise in site identification and evaluation</p>	USER is required to identify the land.
143	9	M/s Bharat Aluminium Company Limited	<p>It is essential to provide clarity regarding the security of fuel and heavy water throughout the operational lifespan of the nuclear power plant (NPP).</p> <p>In case the NPP becomes inoperable due to insufficient fuel or heavy water, the Nuclear Power Corporation of India Limited (NPCIL) will indemnify the USER from such incidents. Furthermore, NPCIL will guarantee the delivery of power to the user at the same cost or offer compensation for the power procured from other sources by the USER.</p>	<p>RFP terms & conditions shall prevail.</p> <p>Uninterrupted supply of Fuel & Heavy water will be ensured by DAE, Gol.</p>
144	10	M/s Bharat Aluminium Company Limited	<p>In the clause RFP documents refers to the normative PLF used in determination of tariff. We request NPCIL to provide USER a minimum guaranteed PLF on per year basis.</p> <p>We anticipate that Nuclear Power will serve as a replacement for coal-based thermal power plants, which function as base load generators. Consequently, we expect NPCIL to guarantee a minimum PLF of 85% annually throughout the plant's operational life. In case the supply falls below this guaranteed PLF, resulting in the USER needing to procure power from the open market, we propose that NPCIL reimburse the user for the associated procurement costs, or alternatively, arrange for power supply from other sources during such periods.</p>	<p>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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs. Actual Plant availability depends upon multiple factors.</p>
145	11	M/s Bharat Aluminium Company Limited	<p>If NPCIL does not adhere to compliance requirements, leading to penalties or a temporary shutdown of the nuclear power plant, NPCIL will be solely accountable. It will indemnify the USER and cover the penalty costs as well as any expenses necessary to address the non-compliance. Furthermore, in the event of a temporary plant closure, NPCIL will also be responsible for the costs incurred by the USER in procuring power from alternative sources.</p>	RFP terms & conditions shall prevail.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
146	12	M/s Bharat Aluminium Company Limited	We request NPCIL to furnish the most recent itemized CAPEX for the same 2 x 220MWe NPP (i.e. for FY-26), along with the calculations for the levelized tariff (in ₹/KWh) over the lifespan of the NPP, in Excel format. This data is essential for determining power costs and securing financing from lenders.	Relevant information will be shared on signing of NDA. Current cost for BSR to be estimated by USER.
147	13	M/s Bharat Aluminium Company Limited	Please specify the tentative cost of Decommissioning levy charged from user in ₹/KWh	RFP terms & conditions will prevail.
148	14	M/s Bharat Aluminium Company Limited	Can a USER may participate through a Special Purpose Vehicle (SPV) established between the ultimate user, who holds a minimum of 26% equity in the SPV, and a third party. This SPV will assume all responsibilities of the USER as outlined in the Request for Proposal (RFP) and will provide power to the ultimate USER via a contractual agreement between the SPV and the USER. We kindly request NPCIL to consider this situation in the amendment proposed to the Government of India and the Ministry of Power regarding the captive rules.	SPV model is not envisaged in RFP.
149	15	M/s Bharat Aluminium Company Limited	Kindly provide the pictorial geographical area requirements for the two 220 MWe BSR units, including details on all exclusion zones and SDVs	Typical layout of Twin units of 220 MWe may be provided after signing NDA.
150	16	M/s Bharat Aluminium Company Limited	Please provide clarification regarding the remedial actions to be taken if the AERB does not grant the 'Regular Operation' license after five years, particularly concerning the investments made, power delivery, and the status of captive generation.	Regulatory stipulations of AERB shall be complied with.
151	17	M/s Bharat Aluminium Company Limited	Please specify the tentative cost along with escalation for the life of the NPP	Relevant information will be shared on signing of NDA. Current cost for BSR to be estimated by USER.
152	18	M/s Bharat Aluminium Company Limited	Please share the excel working for the Annual Fuel Recovery Charge	Recovery of AFRC charges are already explained in RFP.
153	19	M/s Bharat Aluminium Company Limited	Under this RFP, does the USER have a choice to propose a different technology (<i>other than BSR</i>) under the supervision of NPCIL.	The RFP floated is only for Indigenous 220 Mwe PHWRs.
154	20	M/s Bharat Aluminium Company Limited	We request permission to set up Nuclear Power Plants (NPP) with unit capacities different from the standard 220 MWe, such as 700 MWe, based on our requirements. If the terms and conditions for unit capacities other than 220 MWe differ from the current terms and conditions of the RFP, please share these terms and conditions for our consideration	The RFP floated is only for Indigenous 220 Mwe PHWRs.
155	21	M/s Bharat Aluminium Company Limited	We seek clarification on whether it is a prerequisite to submit the Earnest Money Deposit (EMD) for signing the Non-Disclosure Agreement (NDA). If so, we kindly request a waiver of this condition for the NDA signing. Signing the NDA will enable NPCIL to share the CAPEX and OPEX data of their existing Nuclear Power Plants (NPP), which will significantly aid us in gaining a better techno-commercial understanding of this model.	RFP Terms and Conditions shall prevail.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
156	22	M/s Bharat Aluminium Company Limited	<p>Nuclear power is recognized as a clean energy source. During their operation, nuclear power plants do not emit greenhouse gases, and when considering their entire life-cycle, they generate emissions comparable to wind energy and significantly lower than solar energy, producing only one-third of the carbon dioxide-equivalent emissions per unit of electricity.</p> <p>We request NPCIL to takeup with the Government of India and relevant ministries to advocate that the nuclear power consumed by industries and users be recognized similar as renewable energy. and enable USERS to comply with the obligations under Electricity Act & Energy Conservations Act, such as Renewable Purchase Obligation (RPO) & Renewable Consumption Obligation (RCO) etc.</p>	Not relevant to RFP
157	23	M/s Bharat Aluminium Company Limited	<p>Given that the preliminary site analysis and approval from the State Government is a lengthy process, we kindly request NPCIL to consider extending the Proposal Submission Due date beyond March 31, 2025, by a minimum of six months.</p>	Refer Corrigendum-III of RFP for extension of time for submission of proposal.
158	24	M/s Bharat Aluminium Company Limited	<p>Regarding the captive status of power, if it is utilized by a subsidiary or holding company of the USER, does this power continue to be considered captive for the USER, its subsidiary, and its holding company?</p>	Refere Annexure-3 and corrigendum-IV of RFP
159	25	M/s Bharat Aluminium Company Limited	<p>Following the closure of the Proposal Submission deadline for this RFP, if a private entity or USER expresses interest in establishing a Nuclear Power Plant (NPP), will NPCIL consider such requests or provide support under the same conditions outlined in this RFP?</p>	Refere Annexure-3 and corrigendum-IV of RFP
160	26	M/s Bharat Aluminium Company Limited	<p>We kindly request NPCIL to associate the O&M costs (which are to be reimbursed based on actual expenses) with the benchmark established over the past 15 years.</p>	RFP terms & conditions will prevail.
161	27	M/s Bharat Aluminium Company Limited	<p>How will NPCIL will provide indemnification to the USER for any generation losses resulting from issues related to the quality of operation and maintenance, as well as any compliance issues that may arise.</p>	RFP terms & conditions will prevail.
162	28	M/s Bharat Aluminium Company Limited	<p>We kindly request NPCIL and DAE to provide their action plan for Fuel Security, along with an estimated cost for the next 40 years, considering that the expenses for fuel and heavy water will need to be reimbursed by the USER on an actual basis.</p>	Fuel supply is in scope of DAE.
163	29	M/s Bharat Aluminium Company Limited	<p>How does NPCIL will provide indemnification to the USER against all regulatory and compliance litigations, both at the national and international levels.</p>	Regulatory interface is in scope of NPCIL
164	30	M/s Bharat Aluminium Company Limited	<p>We kindly request NPCIL to consider lowering the amount of the Earnest Money Deposit to ₹ 1 Cr.</p>	RFP Terms and Conditions shall prevail.
165	31	M/s Bharat Aluminium Company Limited	<p>In the context of this Request for Proposal (RFP), is there an opportunity for the USER to independently secure (tie-up) and supply fuel from itself ?</p>	Fuel supply is in scope of DAE.
166	1	M/s Bharat Heavy Electricals Limited	<p><u>As per RFP:</u> <u>Ref.(1):</u> "In the event that the Parties are unable to agree in good faith ... the Party not agreeing to existence of Force Majeure event." <u>Ref.(2):</u> Dispute Resolution Mechanism <u>BHEL:</u> It is suggested that a uniform dispute resolution mechanism should apply to all disputes, irrespective of the situation or value of the dispute.</p>	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
167	2	M/s Bharat Heavy Electricals Limited	<p><u>As per RFP:</u></p> <p><u>Ref.(1):</u> "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."</p> <p><u>Ref.(2):</u> "... Proposals of only those USERs who agree for paying expertise fees @ 60 paise/ kWh to NPCIL shall be considered."</p> <p><u>BHEL:</u> It is understood that O&M expenditure mentioned in Annexure-2 is covered under Expertise fees @ 60 paise/kWh to NPCIL as defined in Annexure-3.</p>	Relevant information will be shared on signing of NDA.
168	3	M/s Bharat Heavy Electricals Limited	<p><u>As per RFP:</u> Refund of EMD</p> <p><u>BHEL:</u> Clarity to be given to the USER regarding refund of EMD if both parties are unable to reach a common consensus on various agreements after acceptance of their offer in QR stage.</p>	RFP Terms and Conditions shall prevail.
169	4	M/s Bharat Heavy Electricals Limited	<p><u>As per RFP:</u></p> <p>Responsibilities defined in these clauses</p> <p><u>BHEL:</u> A clear scope matrix identifying all stages construction of nuclear power plant under consideration may be provided which includes responsibilities at various stages viz. Pre-project, Design, Engineering, Procurement, Manufacturing, Construction etc.</p>	Broad scope and responsibilities are brought out in RFP.
170	5	M/s Bharat Heavy Electricals Limited	<p><u>As per RFP:</u></p> <p><u>Ref.(1):</u> "... 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.</p> <p><u>Ref.(2):</u> " 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 ...".</p> <p><u>BHEL:</u> In the above two clauses, the timelines for PCC and Construction are defined however the timeline for siting is not defined. The same may please be provided.</p>	Siting involves site specific studies/investigations and preparation of detailed site evaluation report by USER and its review and acceptance by AERB.
171	1	M/s Bharat Sanchar Nigam Limited	Whether land available in city limits can be utilised for setting NPP.	This will be subject to compliance to AERB siting code/guides
172	2	M/s Bharat Sanchar Nigam Limited	<p>1) BSNL want to go for lower size of BSR. So what is the minimum capacity of BSR that can be installed in future.</p> <p>2) What is the minimum size of land requirement for this minimum capacity of BSR so that we can find out suitability as per our land availability and meeting other requirements of NPCIL.</p> <p>3) Who will avail Carbon Credits from installation of BSR.</p>	Proposal is for minimum capacity of 2 x 220 MWe BSR. Land area requirement and Ownership is as specified in RFP.
173	3	M/s Bharat Sanchar Nigam Limited	Whether any funding will be available for this project by DAE or MNRE.	Funds/Finance to be arranged by USER

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
174	1	M/s Continuum Green Energy Limited	<p>Quoted in RFP Documents: <i>"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."</i></p> <p>Clarification / Request:</p> <p>We would like to inform you that we are an Independent Power Producer (IPP) engaged in developing renewable power projects for industrial and commercial consumers under a Third-Party / Group-Captive structure.</p> <p>In this regard, we kindly request NPCIL to clarify whether IPPs like us, who will identify and finalize industrial/commercial consumers under the Group-Captive structure closer to the COD, are eligible to participate in the RFP.</p>	Refer Annexure-3 and Corrigendum-IV of RFP
175	2	M/s Continuum Green Energy Limited	<p>Quoted in RFP Documents: <i>"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."</i></p> <p>Clarification / Request:</p> <p>We kindly request a reduction in the net worth criteria to ₹900 crore (until September 2024) to encourage broader participation.</p>	Refer Annexure-3 and Corrigendum-IV of RFP
176	3	M/s Continuum Green Energy Limited	<p>Quoted in RFP Documents: <i>"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."</i></p> <p>Clarification / Request:</p> <p>We kindly request clarification on whether land availability is required before submitting the Request for Proposal (RFP).</p> <p>Additionally, we propose that NPCIL or the concerned authority take the initiative to identify and acquire the land for the development of the power plant.</p>	Refer Annexure-3 and Corrigendum-IV of RFP. Land is to be identified and offered by USER.
177	1	M/s Crimson Energy Experts Pvt. Ltd.	Can site suitability studies be undertaken by any other suitable company on behalf of the USER and report submitted to NPCIL.	Not relevant to RFP
178	2	M/s Crimson Energy Experts Pvt. Ltd.	Kindly detail "Contingent Ownership".	It's Ownership for a specific purpose.
179	3	M/s Crimson Energy Experts Pvt. Ltd.	Can USER select a suitable technical partner with nuclear expertise (For Design, Engineering, Documentation, QA/ QS and Installation activities).	Scope as defined in RFP will govern.
180	4	M/s Crimson Energy Experts Pvt. Ltd.	Can a rough cost breakeven period be indicated along with its calculations based on current NPCIL electricity tariff.	Not relevant to RFP
181	5	M/s Crimson Energy Experts Pvt. Ltd.	Can the USER utilize services of a competent private partner for activities of documentation for siting operations, decommissioning, commissioning etc for submissions to NPCIL for approval.	Not relevant to RFP

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
182	1	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per present applicable tax in India, only GST is applicable, therefore 'any tax' or 'any other tax' means only 'GST' as applicable. Please confirm.	Impact of Direct / Indirect Taxes applicable to RFP may be ascertained in consultation with Tax consultant.
183	2	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to clarify whether they will be having any objection or restriction of arranging finances by USER as the clause stated finances shall only be arranged by the USER against 'Intangible asset'.	In case financing from own resources is not contemplated, option of financing to be discussed with the financial institutions .
184	3	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to furnish draft Sub leasing of land vide Agreement No. 1 as per RFP please.	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
185	4	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to furnish the draft Agreement - 2 (binding the parties for their obligations) as per RFP please.	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
186	5	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to furnish the draft O&M Agreement - 3 as per RFP please.	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
187	6	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to furnish the draft tripartite Agreement - 4 among USER, DAE & NPCIL as per RFP please.	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
188	7	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to kindly inform the cost of financial security or/and insurance policy based on existing such 220 MW PHWR type nuclear power stations.	May please contact the Indian Nuclear Insurance pool (INIP) for CLND insurance related queries.
189	8	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	<p>As per Chapter-II, Liability for Nuclear Damage, Clause No. 6 of The Civil Liability for Nuclear Damage Act, 2010 (Enclosed as Annexure-1 for ready reference please) , 'Limits of Liability' as follows:</p> <p>(6) (1) The maximum amount of liability in respect of each nuclear incident shall be the rupee equivalent of three hundred million Special Drawing Rights (1 SDR = Rs. 105.5658 vide DAE website - Frequently Asked Questions (Enclosed as Annexure-2 for ready reference please) - means Rs. 3166.97 Cr) or such higher amount as the Central Government may specify by notification: Provided that the Central Government may take additional measures, where necessary, if the compensation to be awarded under this Act exceeds the amount specified under this sub-section.</p> <p>USER request NPCIL to know the present maximum liability of Central Government towards such incidences.</p> <p>(6) (2) (a) The liability of an operator for each nuclear incident shall be - (a) in respect of nuclear reactors having thermal power equal to or above ten MW, rupees one thousand five hundred (1500) crores.</p> <p>Also as per DAE website (FAQ's) The operator's maximum liability is Rs. 1500 Crores.</p> <p>NPCIL to please reconfirm.</p> <p>(6) (2) (b) in respect of spent fuel reprocessing plants, rupees hundred (100) crores.</p> <p>NPCIL to please clarify Spent Fuel Reprocessing Plant not in Bidder Scope, however, Spent Fuel Storage Building (SFSB) is in Bidder's Scope vide Part-C, Page No. 32 of 84 of RFP.</p>	<p>Please refer the provisions of CLND act & for purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("CLND Act.") NPCIL shall be operator.</p>
190	9	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	<p>As per Chapter-II, Liability of Central Government, Clause No. 7 (2) of The Civil Liability for Nuclear Damage Act, 2010 & subsequently DAE Notification dated 8th Dec 2015, (Enclosed as Annexure-3 for ready reference please) Clause No. (3) : Establishment of Nuclear Liability Fund by Central Government: The operator shall pay to the Nuclear Liability Fund , a levy at the rate of rupees 0.05 (five paise) or a levy at such rate between rupees 0.05 to 0.10 (five paise to ten paise) for every unit of electricity sold to its customers.</p> <p>NPCIL to please inform the rate of levy being deposited per unit basis for their existing PHWR 220 MW nuclear power plants.</p>	<p>Please refer the provisions of CLND act & for purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("CLND Act.") NPCIL shall be operator.</p>

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
191	10	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per Chapter-II, Liability for Nuclear Damage, Clause No. 8 of The Civil Liability for Nuclear Damage Act, 2010: Operator to maintain insurance or financial securities. NPCIL to inform USER the premium of such insurance policy for 2 X 220 MW Nuclear installation.	Please refer the provisions of CLND act & for purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("CLND Act.") NPCIL shall be operator. For primum - May please contact the Indian Nuclear Insurance pool (INIP).
192	11	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per Chapter-III, Claims Commissioner, Clause No. 9, Compensation for nuclear damage and its adjudication of CLND Act 2010: (1) Whoever suffers nuclear damage shall be entitled to claim compensation in accordance with the provisions of this Act. USER request NPCIL to advise how to protect Contractor without knowing the number of claimants under such nuclear incident (Bhopal disaster in 1984, probably the world's worst industrial accident. Union Carbide (51% US owned) chemical plant in Bhopal released a deadly mix of methyl isocyanate and other toxic gases due to operator error and poor plant design, killing some 15,000 people and badly affecting some 100,000 others. The company paid out some US\$ 1 billion in compensation - widely considered inadequate as per Annexure-4 : Nuclear Power in India - World Nuclear Association Report for ready reference please)	Please refer the provisions of CLND act & for purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("CLND Act.") NPCIL shall be operator. For other queries may please contact the Indian Nuclear Insurance pool (INIP).
193	12	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per DAE Website (FAQ): The Supplier's liability cannot be more than that of Operator's liability (Rs., 1500 Crores). NPCIL to please reconfirm the same.	Please refer the provisions of CLND act & for purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("CLND Act.") NPCIL shall be operator.
194	13	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per DAE Website (FAQ): What is the liability to supplier if right of recourse is resorted to?. In case the Supplier's Policy from Indian Nuclear Insurance Pol (INIP) and the same is in effect, then INIP will hold the Supplier harmless. In this case, NPCIL will not raise claim on Supplier/Contractor. NPCIL to please clarify. This means NPCIL will be the beneficiary in the Supplier's Policy.	Please refer the provisions of CLND act & for purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("CLND Act.") NPCIL shall be operator.
195	14	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	Request NPCIL to furnish the current charges monthly/yearly basis for the following operating expenditures for their existing same type of plants: 1. Fuel charges 2. Heavy water charges 3. Operation & 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)	Relevant information will be shared on signing of NDA.
196	15	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per RFP, Kaiga-3 (220 MW) & Kaiga-4 (220 MW) Completion Cost indicated Rs. 2715.04 Cr. NPCIL to clarify if the same for each unit.	NPCIL undertakes project on twin unit basis.
197	16	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per RFP, RAPP-5 (220 MW) & RAPP-6 (220 MW) Completion Cost indicated Rs. 2361.81 Cr. NPCIL to clarify if the same for each unit.	NPCIL undertakes project on twin unit basis.
198	17	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	USER request to know the status of amendment of power plant eligibility of Captive Generating Plant (CGP) & the time line of such amendment through Ministry of Power	Not Relevant to RFP

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199	18	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	For Clarity NPCIL will provide proven PHWR Technology to USER for arranging the finances as well for the Design, Engineering, Manufacturing, Supply, Erection, Testing, Commissioning & O&M of 2 X 220 MW BMR's.	This RFP is for Standard 2 x 220 Mwe PHWRs.
200	19	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to clarify : 'Construction Stage' means 'Design, Engineering, Manufacturing, Supply, ETC & PG TEST'	Query not clear
201	20	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per Page 38 of 84 of RFP, NPCIL already having experience of Pressurized Heavy Water Reactors (PHWR) total 15 No's, therefore NPCIL can specify the limit on expenditure. NPCIL to kindly furnish the expenditure incurred under Pre-project stage of these 15 projects already under operation.	Cost of pre-project activities varies depending upon the site
202	21	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to limit the expenses for detailed site evaluation studies as well as approval from DAE for site selection.	Not in scope of RFP
203	22	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to limit the expenses for MoEFCC/Statutory agencies for clearances.	Not in scope of RFP
204	23	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to furnish the list of approved vendors.	Relevant documents will be shared after signing NDA
205	24	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to clarify can USER hire foreign technology providers for the Design, Engineering, Manufacturing, Supply, ETC of 2 X 220 MW (PHWR Type) Nuclear Power Projects.	This RFP is for setting up indigenised PHWR 220 Mwe Reactors.
206	25	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to clarify can USER associate foreign technology providers for the Design, Engineering, Manufacturing, Supply, ETC of 2 X 220 MW (PHWR Type) Nuclear Power Station.	Query not relevant to RFP
207	26	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per this RFP clause, QA services shall be provided by NPCIL on the basis of reimbursement by the USER of actual expenditure incurred by NPCIL. Based on NPCIL experience, NPCIL to limit the expenditure on QA services.	Not Relevant to RFP
208	27	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per this RFP clause: 'All costs related to construction, operation & maintenance of spent fuel management facilities within the plant including Away-from-Reactor (AFR) are to be borne by USER'. USER request NPCIL to kindly inform the tentative costs based on NPCIL experience please.	Will be provided to qualified USERS at appropriate time.
209	28	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per this RFP clause: 'All costs related to construction, operation of waste management and D2O upgradation facilities shall be borne by USER'. USER request NPCIL to kindly inform the tentative costs based on NPCIL experience please.	Relevant Details will be shared after signing NDA
210	29	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	As per this RFP clause: '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)'. USER request NPCIL (a) to justify the charges to be levied during the year 2030-31 onwards please. NPCIL to further clarify (b) whether these expertise charges are related to PHWR Technology for reactors as well as other scope & services details necessary to be provided to USER for the construction of 2 X 220 MW BMR's.	The quantum of expertise charges under the RFP is the decision of Govt of India.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
211	30	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	<p>As per DAE Notification dated 11th Nov 2011, Chapter-V: Right of Recourse, Clause No. 24 (2) (b): Supplier shall include a person who - (i) manufactures and supplies, either directly or through an agent, a system, equipment or component or builds a structure on the basis of functional specification, or (ii) provides build to print or detailed design specifications to a vendor for manufacturing a system, equipment or component or building a structure and is responsible to the operator for design and quality assurance, or (iii) provides quality assurance or design services.</p> <p>Based on above notification, NPCIL shall provide detailed design specifications as well as the quality assurance or design services. Therefore NPCIL (Operator) will be fully responsible in place of Supplier (Contractor) related to PHWR Reactors. That means Supplier (Contractor) will be responsible partially for providing the compensation to NPCIL (Operator). NPCIL to please clarify.</p> <p>Based on DOW (Supply & Services) between NPCIL & Bidder, can the risk/compensation to be tabulated proportionally in the event of right of recourse by NPCIL(Operator) on Bidder (Contractor/Supplier).</p>	RFP terms & conditions shall prevail.
212	31	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to kindly inform the tentative fund requirement for the decommissioning activities based on NPCIL experience to USER.	RFP terms and conditions will apply.
213	32	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	<p>USER to submit following undertaking: "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 having specified ToT from such a country, has been registered with the Competent Authority. I hereby certify that this USER fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached)."</p> <p>Based on above Indian USER can procure supplies & services from countries other than land border sharing countries including the transfer of technology. NPCIL to please confirm.</p>	RFP terms and conditions will apply.
214	33	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	<p>Under clause (2) (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.</p> <p>NPCIL to please clarify the Invitation to Request for proposal (RFP) published by NPCIL dated 31.12.2024 are from Indian Tenderers. But as per above clause, foreign principal can also submit RFP. Please clarify.</p>	RFP terms & conditions shall prevail.
215	34	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	NPCIL to clearly list the charges to be paid by USER during (a) Pre-Project Stage (b) Construction phase (c.) Plant Operation Phase (d) Decommissioning phase.	RFP terms & conditions shall prevail.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
216	35	M/s DINESHCHANDRA R. AGRAWAL INFRACON PVT. LTD.	Kindly refer Annexure-6 (as enclosed): Key Features of Budget, Issued by Govt. of India vide Page No. 7 of 16: Nuclear Energy Mission for Viksit Bharat: Amendments to the Atomic Energy Act and the Civil Liability for Nuclear Damage Act will be taken up for active partnership with the private sector. NPCIL to please inform the expected date of issue of Amendments to the Atomic Energy Act and the Civil Liability for Nuclear Damage Act.	Query not relevant to RFP
217	1	M/s Global Technology Alliance	Economic impact of engineering design modification on the project cost : Screening Distance Value section mentions that the BSMR will need to be located at a distance of 16 km from industrial facilities involving storage handling of chemicals etc. Since the BSMR is envisaged as a captive source of process heat / power, the project will be co-located at the site of industrial facility. What is the nature of engineering design modification that is envisaged when the BSMR is co-located at the industrial site and what is the cost implication of such engineering design modification on the project cost of the SMR.	The project proposed is Bharat Small Reactor (BSR) and not BSMR. Hazards like explosion / toxic gas release etc posed due to co-located facilities need to be assessed (if SDVs are not met) and the engineering measures required (if any) to mitigate the hazards will depend upon the intensity. Exact details including cost can be assessed only after availability specific inputs and detailed analysis.
218	2	M/s Global Technology Alliance	NPCIL business model and bankability of the BSMR project : The RFP mentions that project assets will be transferred at a value of ₹ 1. RFP also mentions that 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. Since most of the Industry projects are envisaged for captive consumption, what is the model that is envisaged by Nuclear Power Corporation that will enable financial closure of the project. Please share draft clauses of agreement - 3 so that feedback can be taken from banks on the bankability of the envisaged model.	In case financing from own resources is not contemplated, option of financing to be discussed with the financial institutions .
219	3	M/s Global Technology Alliance	Financing of fuel required for the BSMR: Please share draft clauses of agreement - 4 so that feedback can be taken from banks / financial institution for arranging finance	In case financing from own resources is not contemplated, option of financing to be discussed with the financial institutions .
220	1	M/s Godrej & Boyce Manufacturing Company Limited	Please share a list of Approved Vendors for all Products / Equipment	Relevant documents will be shared after signing NDA
221	2	M/s Godrej & Boyce Manufacturing Company Limited	It's understood NPCIL will be responsible for O&M as well as procurement of capital spares and equipment replacement & upgrade throughout the plant life cycle. Costs associated with O&M as well as CAPEX charges will be borne by USER. Please confirm	Costs associated with O&M as well as CAPEX charges will be borne by USER.
222	1	M/s Greenko Group	Is the amendment related to the exclusion zone radius requirement, changing it from 1 km to 0.5 km, expected to be completed during the bid process?	A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.
223	2	M/s Greenko Group	What is the additional land required (in acres) for the township and CISF colony? Is there any proximity requirement or can it be away?	Township & Colony shall be beyond 5 km of reactor centre and shall be planned by USER meeting various local & other applicable authorities norms and AERB siting code (AERB/NF/SC/S Rev1).
224	3	M/s Greenko Group	Are there any restrictions on land usage after decommissioning and compliance with release criteria?	Refer RFP Annexure-1 PART –B on decommissioning
225	4	M/s Greenko Group	What role does the USER play in the selection and approval of EPC partners? Can the USER negotiate terms and conditions directly with the EPC partners, or must this be done in coordination with NPCIL? Who has the final approval authority?	Procurement is in scope of USER with QA by NPCIL.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
226	5	M/s Greenko Group	Please share the capacity and current order book of the empanelled vendors. Given a capacity of 20 GW or more planned to be commissioned in the next 8-10 years, will these vendors be capable of meeting the demand?	Not relevant to RFP
227	6	M/s Greenko Group	What measures are in place to ensure a consistent and reliable supply of fuel for the nuclear power plant? Are there any financial safeguards or insurance options available to mitigate the risks associated with fuel supply disruptions? If not, does DAE or NPCIL agree to guarantee clauses in lender documents?	Uninterrupted supply of Fuel and Heavy water will be ensured by DAE, Gol.
228	7	M/s Greenko Group	Is the current fuel processing capacity sufficient to cater to the needs of the cumulative installed capacity of over 22 GW by 2032 and more beyond 2032? If not, is the augmentation plan ready and being actioned on.	Query not relevant to RFP
229	8	M/s Greenko Group	Are any challenges anticipated with open access for these projects with Captive Status, and how will they be addressed? Do bilateral sales get covered?	Not relevant to RFP
230	9	M/s Greenko Group	Will the USER have flexibility in executing any part of the project apart from location/land selection and feasibility study, such as the construction of non-reactor components, other civil work, etc.?	Project construction is in scope of USER under supervision and QA coverage by NPCIL.
231	10	M/s Greenko Group	What is the typical auxiliary consumption for the proposed 2x220 MW NPPs?	Refer RFP Annexure-2
232	11	M/s Greenko Group	Please share checklist for site/land selection	Refer AERB code and guides on Siting available on AERB website
233	12	M/s Greenko Group	Please provide details on the asset transfer mechanism to NPCIL (for O&M) and its impact on project finance. (a) How will intangible power contract be securitized by lenders?, will securitisation of assets allowed with the bankers, any view from NPCIL's advisors	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.
234	13	M/s Greenko Group	Can the User be an IPP (Independent power producer) without identified offtake / consumption before the bid, i.e can the offtake be shown with requirement before the commissioning of the power plant	Refer Qualification Requirements of RFP Annexure-3 and corrigendum-4 to RFP
235	14	M/s Greenko Group	Are the Captive Rules being changed to remove the equity / ownership of 26% for consideration under captive status	Refer Annexure-3 and Corrigendum-IV of RFP
236	15	M/s Greenko Group	As per this USER can identify consumer at a later stage, but the bid requires information on the consumption as part of qualification. Request to please clarify	Refer Qualification Requirements of RFP Annexure-3 and corrigendum-4 to RFP
237	16	M/s Greenko Group	Will the requirement of DAE for tariff be applicable even for power sale to end consumers under open access rules. i.e can the USER decide the tariff for sale of power to consumers other than regulated utilities	RFP terms and conditions will apply.
238	17	M/s Greenko Group	Is the normative PLFs utilised for determination of tariff, are there any restrictions on operating the NPP beyond the normative PLFs	RFP terms and conditions will apply.
239	18	M/s Greenko Group	60 paise /kWh is this in lieu of O&M expenses or is this over and above the O&M expense of NPP. If this is additional then request to provide the basis for 60 paise per unit charges which translate to INR 150 Cr per project	Expertise charges are payable in addition to O&M charges.
240	19	M/s Greenko Group	Can you please clarify that User will be absolved of any liability arising out of CLND Act	RFP terms & conditions shall prevail.
241	20	M/s Greenko Group	Please let us know the information and / or site access rights available to the USER during Operational Period	Not relevant to RFP
242	21	M/s Greenko Group	There are multiple areas where the USER is expected to re-imburse the costs incurred for activities across various stages, Request NPCIL to provide an estimate of likely costs under various heads for each stage. Also would NPCIL agree for an external third party audit on the costs incurred	Relevant Details will be shared after signing NDA

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
243	22	M/s Greenko Group	Please clarify the rights available with USER on the project construction i.e rights towards controlling costs and construction timelines	Project construction is in scope of USER.
244	23	M/s Greenko Group	Request to provide key terms under the various agreements referred in this document to be entered between USER and NPCIL.	Relevant Details will be shared after signing NDA
245	24	M/s Greenko Group	QR suggests the USER to be a power consumer, where as the background section suggests that USER can identify power usage at a later stage. Request NPCIL to allow IPP to participate without any restriction on power consumption	Refer Annexure-3 and Corrigendum-IV of RFP
246	25	M/s Greenko Group	Request NPCIL to clarify how many GW / qualified parties will be short-listed for next stage	Not relevant to RFP
247	26	M/s Greenko Group	What activities are approved within 1/0.5 km, 1.5 km, 5 km zones? (Solar or other activity to be explored in the utilised areas)	Setting up wind/solar power plants within spare land available in the NPP site and its adjacent areas is subject to the hazard analysis, security aspects and regulatory approval.
248	27	M/s Greenko Group	How much heavy water is required per MU? (3 tonnes per reactor is it what PLF?) What is the strategy for replenishment? How much fuel is provided by DAE in one delivery?	Refer Annexure-2 regarding operating expenditure
249	28	M/s Greenko Group	If DAE is tariff approver, please share DAE tariff orders for latest plants in case of 3rd party sales	RFP terms and conditions will apply.
250	29	M/s Greenko Group	Request to please share the NDA, Post this, will you share: (a) Designs/BOQs for Capex comfort, (b) vendors list (c) site visits, (d) list of document drafts	Refer Corrigendum-IV of RFP regarding NDA and sharing of relevant documents.
251	30	M/s Greenko Group	Why has the capex per MW increased from INR 5-6 Cr per MW (in 2010-11) to INR 15-22 Cr per MW (in 2022). Is it due to (a) multiple reactors in one complex?, (b) design variations due to change in scale, from 220 MW to 700-1000 MW?	Not relevant to RFP
252	31	M/s Greenko Group	What is the split of: (a) fuel charge (INR per unit), (b) Heavy water (INR per unit), (c) manpower & admin expenses (INR per unit) for 220 MW reactors over last 5 years. Can you also please provide a detailed break up of all operating costs for an existing power plant of 220 MW. Also any proforma break up of various operating costs of the upcoming 2 X 220 MW NPP being proposed as part of this process	Relevant information will be shared on signing of NDA.
253	32	M/s Greenko Group	Provide instances of historical shutdowns due to lack of fuel availability? How many such instances happened and how many eff. days of power loss on average per plant? What are the fuel security standards/ approaches to ensure long term fuel supply to the NPP	Query not relevant to RFP
254	33	M/s Greenko Group	There was a reference to MOP submission to exempt BSR 220 MW from existing captive clause request. Please elaborate and share information on this in terms of representation to MOP, etc.	Query not relevant to RFP
255	34	M/s Greenko Group	Does NPCIL have enough personnel to manage all NPCIL + Private plants once operational, or can private player provide teams to be trained/recruited by NPCIL and managed? What is the plan for this?	Query not relevant to RFP
256	35	M/s Greenko Group	Please provide the split of Opex figure - INR 47-50 lakhs per MW (manpower, repairs, maintenance, insurance, admin, etc.)	Relevant information will be shared on signing of NDA.
257	36	M/s Greenko Group	Request you to please provide one tariff model utilised for any of the NPP to arrive at the tariff for supplying to utilities	Relevant information will be shared on signing of NDA.
258	37	M/s Greenko Group	Can the current list of vendors handle the order book (given their designed capacity) from planned and future capacity additions? If not, can USER bring in other reputed vendors?	User can recommend new vendors for qualification by NPCIL.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
259	38	M/s Greenko Group	Can USER have flexibility in executing construction of non-reactor components, other civil work, etc. as part of the overall facility?	Project construction is in scope of USER under supervision and QA coverage by NPCIL.
260	39	M/s Greenko Group	Can NPCIL link expertise charges (60 paisa per unit with annual escalation) to specific plant performance thresholds (e.g., PLF and availability)?	The quantum of expertise charges under the RFP is the decision of Govt of India.
261	40	M/s Greenko Group	Can USER be allowed to sell surplus power to Power Exchange in addition to other customers?	RFP terms & conditions shall prevail.
262	41	M/s Greenko Group	Will USER be allowed to set up wind/solar power plants within spare land available in the NPP site?	Setting up wind/solar power plants within spare land available in the NPP site is subject to the hazard analysis, security aspects and regulatory approval.
263	42	M/s Greenko Group	Please provide details on the asset transfer mechanism to NPCIL (for O&M) and its impact on project finance.	RFP terms & conditions shall prevail.
264	1	M/s HPCL Mittal Energy Limited	It is mentioned that the nuclear power plant (NPP) will be eligible for status of captive power plant, and necessary amendment of Electricity Rules 2005 is under consideration by Ministry of Power. NPCIL to clarify whether we can withdraw their proposal (without any commercial implication to USER) in the event of this is not getting amended before signing of contract with NPCIL for BSR project implementation. Since we are the commercial organisation, for the balance power for commercial sale will be allowed on the tariff discovered by the market, rather DAE to approve tariff.	Following notification by MoP, the amendment will be made available. Tariff for sale of power is clarified in RFP.
265	2	M/s HPCL Mittal Energy Limited	It is mentioned in the RFP, that in case we wishes to sell the electricity to other customers, the tariff will be determined by the DAE as per Atomic Energy Act 1962. However, in the Annexure - 3, as Qualification Requirements (QR), it is stated that user shall have an industrial/commercial unit that has requirement of about 2500 MUs per year. The quantum of captive consumption mentioned is almost 100% of generation potential of 2x200 MW units. NPCIL to clarify whether we can sell the electricity to other consumers in case captive consumption is lower than generation potential, and on market driven tariff as we are the commercial organisation.	Tariff for sale of power is clarified in RFP.
266	3	M/s HPCL Mittal Energy Limited	NPCIL to share the indicative cost for carrying out detailed site evaluation studies per site. This will help us to offer as many sites as possible to have parallel evaluation of sites to shorten the pre-project activity time. Also, NPCIL can share the manpower cost that would be charged by them for pre-project activities.	Details of investigations/studies to be carried out at site along with the expert agencies will be shared by NPCIL. USER to obtain the cost estimate from the respective agencies.
267	4	M/s HPCL Mittal Energy Limited	We request NPCIL to share the basis of estimation of expertise fees to be payable by us (60 paise/kWhr). This would result in a considerable mark up on the cost of electricity for the process industries and make the nuclear power less attractive. Further if expertise royalty is charged on the basis of output, NPCIL may please commit on the CAPEX and OPEX. Please let us know if this is negotiable.	The quantum of expertise charges under the RFP is the decision of Govt of India.
268	5	M/s HPCL Mittal Energy Limited	We request NPCIL to share the present-day cost for taking financial security and/or insurance policy for compliance to CLND Act. This will help us to appropriately consider in the investment decision.	Relevant information will be shared on signing of NDA.
269	6	M/s HPCL Mittal Energy Limited	NPCIL to provide the prevailing decommissioning levy as per DAE notification and how this will be charged. We presumes that this will be covered in the tariff calculation.	May be taken up with DAE.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
270	7	M/s HPCL Mittal Energy Limited	NPCIL has indicated the break up of operating expenses viz fuel charges, heavy water charges, O&M expenditure, leavey on nuclear power (if any), insurance charges, water charges, any other taxes (if applicable) etc. NPCIL to provide the break-up of these cost as per prevailing norms and present-day costs.	Relevant information will be shared on signing of NDA.
271	8	M/s HPCL Mittal Energy Limited	As indicated in the RFP that, the O&M expenditure is Rs. 47.47 lakhs per MW per annum (base year 2017-18) with annual escalation of 6% per annum. Please consider to provide the basis and break-up for this.	Relevant information will be shared on signing of NDA.
272	9	M/s HPCL Mittal Energy Limited	How will the insurance for assets (covering civil liability and damages such as fire or other asset damage) be managed practically, considering that we will be transferring the assets to NPCIL? What will happen if asset damage occurs due to mishandling or negligence by the NPCIL team?	It will be taken by NPCIL as per norms of industry. However, if user wants to facilitate, there is no bar.
273	10	M/s HPCL Mittal Energy Limited	Since we have multiple sites, and our group companies may also utilize this power, we request NPCIL to clarify whether the provisions of green open access from nuclear power plants to consumers (our process plants) and group captive arrangements will apply to the BSR project. Additionally, is the Government of India considering extending the waiver of ISTS charges for nuclear power plants, similar to the benefits provided for renewable energy and green hydrogen projects?	This is within domain of MoP, may be pursued with them.
274	11	M/s HPCL Mittal Energy Limited	Please clarify NPCIL's role in supporting procurement of critical components to ensure competitive pricing, timely delivery, and supplier development. Confirm if NPP procurement is subject to public procurement guidelines, including CVC and CAG directives.	Procurement is in scope of USER. All technical specifications and QA will be in scope of NPCIL. USER's procurement policy will be applicable.
275	12	M/s HPCL Mittal Energy Limited	While we will be raising funds from the Bank - for this we will need to provide guarantee of production and returns, is there a sovereign guarantee or backstopping pool setup for this which we can leverage to provide assurance to the lending BANK?	The query may be elaborated in detail.
276	13	M/s HPCL Mittal Energy Limited	We are Oil & Gas company: it is stated that, the sites offered by users can be either brownfield or greenfield. NPCIL is requested to clarify whether the screening distance values mentioned in Section C of Annexure-1 (Page 19 of 84), concerning distance from industrial facilities, are applicable to the brownfield sites.	SDVs are applicable to the brownfield sites also. Hazards like explosion / toxic gas release etc posed due to co-located facilities need to be assessed (if SDVs are not met) and the engineering measures required (if any) to mitigate the hazards will depend upon the intensity.
277	14	M/s HPCL Mittal Energy Limited	We request NPCIL to consider accepting the EMD in the form of a bank guarantee with a specified validity & additional claim period. This approach would benefit NPCIL by eliminating the need to handle and account for funds within your system.	Earnest Money Deposit (EMD) in the form of Online Payment/Bank Guarantee /Insurance Surety Bond will be accepted. Refer Corrigendum-V to RFP for Format of Bank Guarantee in lieu of EMD.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
278	15	M/s HPCL Mittal Energy Limited	It is mentioned in the RFP, that in case we wishes to sell the electricity to other customers, the tariff will be determined by the DAE as per Atomic Energy Act 1962. However, in the Annexure - 3, as Qualification Requirements (QR), it is stated that user shall have an industrial/commercial unit that has requirement of about 2500 MUs per year. The quantum of captive consumption mentioned is almost 100% of generation potential of 2x200 MW units. NPCIL to clarify whether we can sell the electricity to other consumers in case captive consumption is lower than generation potential, and on market driven terrif as we are the commercial organisation.	Refer Annexure-3 and Corrigendum-IV of RFP
279	16	M/s HPCL Mittal Energy Limited	Though the entire CAPEX and OPEX including any other comeercial implications to generate the power from NPP - like insurance, township, rehabilitation, decommissioning, and other charges as mentioned in the RFP, will be borne by us, NPCIL is requested to provide the present-day capital cost for 2x220 MW PHWR implementation and annual operation cost based on their expertise. It is also requested that NPCIL shall provide not-to-exceed Capex and not-to-exceed Opex for better clarity. We will, however, carry out an independent assessment before making investment decision.	Relevant Details will be shared after signing NDA
280	17	M/s HPCL Mittal Energy Limited	NPCIL to share the indicative cost for carrying out detailed site evaluation studies per site. This will help us to offer as many sites as possible to have parallel evaluation of sites to shorten the pre-project activity time. Also, NPCIL can share the manpower cost that would be charged by them for pre-project activities.	Details of investigations/studies to be carried out at site along with the expert agencies will be shared by NPCIL. USER to obtain the cost estimate from the respective agencies.
281	18	M/s HPCL Mittal Energy Limited	NPCIL to clarify the plant load factor (PLF) suggested by them (68.5% as of now, and revision to 72.5% under consideration). NPCIL to clarify the reasons for suggesting such low PLF. We understand that all nuclear power plants which are being operated in India are having much higher PLF (~ 90%). In view of this, we requests NPCIL to revisit the suggested PLF as this will have impact on the business outcomes and investment decisions.	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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs. Actual Plant availability depends upon mutiple factors.
282	19	M/s HPCL Mittal Energy Limited	NPCIL to provide the present-day cost of contingent CAPEX charges for En-masse coolant channel replacement (EMCCR) and En-masse feeder replacement (EMFR). Also any other cost (if any)	This cost is provided in the RFP (Page no. 56 of 84)
283	20	M/s HPCL Mittal Energy Limited	NPCIL to provide the present-day cost for construction, operation and maintenance of spent fuel management facilities within the plant (AFR) as this would call for additional CAPEX to be required. Also, NPCIL to provide the cost related to construction, operation and maintenance of heavy water upgradation facilities.	Relevant Details will be shared after signing NDA
284	21	M/s HPCL Mittal Energy Limited	NPCIL has mentioned that land required would be 331 hectares considering an exclusion zone of 1 km, and 87 hectares considering exclusion zone of 0.5 km. NPCIL to furnish when the decision of exclusion zone of 0.5 km will be made available. This is critical considering huge difference in land requirement and hence this would be a key factor for finalising site for BSR project, and have direct impact on project capex and land availability.	Current requirement of EZ as per AERB siting code (AERB/NF/SC/S Rev1) is 1 km. A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.
285	22	M/s HPCL Mittal Energy Limited	The NPCIL has mentioned the water requirements for coastal sites with once-through cooling water system. Requested to clarify whether cooling tower based system can be considered as option for coastal plant also.	Once through cooling system is preferred for coastal site. For cooling tower at coastal sites, Desalination plant will be required for fresh water makeup to cooling towers. Effect of corrosive environment at coastal site shall be assessed for tower based systems.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
286	23	M/s HPCL Mittal Energy Limited	Please clarify the frequency of capital unit outage as mentioned in the RFP (35 to 40 days)	Capital unit outage is biennial i.e. once in two years.
287	24	M/s HPCL Mittal Energy Limited	It is mentioned that we can propose projects in multiple twins of BSR subject to availability of land. NPCIL to clarify whether User can propose multiple project sites in different states without any restriction on number of sites or BSR units as we have captive power requirement at multiple locations.	Yes, USER can propose multiple project sites in different states without any restriction on number of sites or BSR units
288	25	M/s HPCL Mittal Energy Limited	NPCIL has provided the completion cost of existing 220 MW plants implemented over 10 years ago. Please provide the not-to-exceed capital cost for implementing 2x220 MW units based on current price levels.	Relevant Details will be shared after signing NDA
289	26	M/s HPCL Mittal Energy Limited	NPCIL is requested to provide a broad-level project implementation schedule, covering the pre-project phase to the commercial operation of the plant. Additionally, please indicate a not-to-exceed timeline for project implementation, as this is important for managing cost overruns and ensuring the project's viability.	Refer RFP Annexure-1 PART-C.
290	27	M/s HPCL Mittal Energy Limited	NPCIL to clarify whether we will be allowed to change the site location after submission of proposal either due to any constraint in land acquisition or offered site is rejected by the evaluation committee due to results of detailed investigation.	USER will be allowed to offer alternate site
291	28	M/s HPCL Mittal Energy Limited	NPCIL to confirm if the government will provide support for land acquisition, facilitate statutory approvals, and enable access to funding at concessional interest rates, similar to renewable energy projects, as nuclear power is also being considered under green power initiatives globally.	Land acquisition is in the scope of USER.
292	29	M/s HPCL Mittal Energy Limited	Since we have multiple sites, and our group companies may also utilize this power, we request NPCIL to clarify whether the provisions of green open access from nuclear power plants to consumers (our process plants) and group captive arrangements will apply to the BSR project. Additionally, is the Government of India considering extending the waiver of ISTS charges for nuclear power plants, similar to the benefits provided for renewable energy and green hydrogen projects?	Not relevant to RFP
293	30	M/s HPCL Mittal Energy Limited	We want to know if we can use the exclusion zone land for activities like setting up a hydrogen plant, installing PV solar modules for renewable energy generation, and building a manufacturing unit for PV cells and modules.	Exclusion zone land is not to be used for any other commercial activity
294	31	M/s HPCL Mittal Energy Limited	The proposed NPP Site selection needs clear and specific criteria, so it is clear that the Central Transmission Utility (CTU) will not be nearby. Will the Government of India (GOI) set up this facility near the proposed nuclear power plant site, and who will cover the cost of this infrastructure?	As mentioned in RFP - Plant Operation Phase: "The net generation of electricity will be given to USER and USER will make necessary arrangement for its off-take".
295	32	M/s HPCL Mittal Energy Limited	NPCIL is requested to provide the agreement mechanism for plant reliability and availability. This will help us plan necessary backup provisions to ensure uninterrupted power for the seamless operation of the process plant. Additionally, will NPCIL permit us to audit the reliability aspects of the nuclear power plant to assess its dependability? This is critical as unplanned power interruptions are not manageable for us.	Not Relevant to RFP
296	33	M/s HPCL Mittal Energy Limited	NPCIL to clarify that we will be entitled to the entire power generated, after adjusting for auxiliary consumption, and will be free to use it at one or multiple locations, including for third-party commercial sale, for the balance from captive power consumption. Additionally, please clarify that the heat balance in the system will be available for our use if we have any schemes for utilizing this energy, whether in the short or long term.	This aspect can be decided jointly at appropriate stage.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
297	34	M/s HPCL Mittal Energy Limited	Please clarify NPCIL's role in supporting procurement of critical components to ensure competitive pricing, timely delivery, and supplier development. Confirm if NPP procurement is subject to public procurement guidelines, including CVC and CAG directives.	Procurement is in scope of USER with QA by NPCIL. NPCIL support will be available for development of new suppliers.
298	35	M/s HPCL Mittal Energy Limited	NPCIL to clarify the selection and ranking mechanism in case the number of qualified bidders exceeds the expected count or if more sites are offered. Additionally, what is NPCIL's capacity to manage such a number of projects simultaneously including their own ongoing & pipeline project?	Not Relevant to RFP
299	36	M/s HPCL Mittal Energy Limited	Please share the BOQ for key items, equipment, civil, structural steel, and other quantities for estimation. Additionally, provide the list of key vendors, specifications for both NPP and BOP, including supplier details, equipment names, lead times, and approximate costs.	Relevant documents will shared after signing NDA
300	1	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to share the basis of estimation of expertise fees to be payable by user (60 paise/kWhr).	The quantum of expertise charges under the RFP is the decision of Govt of India.
301	2	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL is requested to indicate the break up of operating expenses viz fuel charges, heavy water charges, O&M expenditure etc. NPCIL has to provide the break-up of these cost as per prevailing norms and present-day costs.	Relevant information will be shared on signing of NDA.
302	3	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL has indicated the O&M expenditure as Rs. 47.47 lakhs per MW per annum (base year 2017-18) with annual escalation of 6% per annum. NPCIL to furnish the basis for this.	Relevant information will be shared on signing of NDA.
303	4	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to clarify whether the provisions of open access and Group Captive will be applicable for BSR project.	Proposal for amendment in Electricity rules for captive consumption to include the supply from Nuclear power stations is under active consideration. Following notification by MoP, the amendment will be made available.
304	5	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL is requested to clarify whether both Brown field site and Green field site is acceptable for the proposed project.	Both Brown field sites and Green field sites are acceptable for the proposed project subject to compliance to AERB siting code requirements.
305	6	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL has to clarify whether the screening distance values mentioned in Section - C of Annexure-1 would be applicable for brown field site or not.	SDVs are applicable to the brown field sites also.
306	7	M/s ITC Limited, Paperboards Specialty Papers Division	In the Annexure - 3, as Qualification Requirements (QR), it is indicated that user shall have an industrial/commercial unit that has requirement of about 2500 MUs per year. The quantum of captive consumption mentioned is almost 100% of generation from 2x200 MW units. NPCIL to clarify whether User can sell the electricity to other consumers in case captive power consumption is lower than 2500 MU.	Refer Annexure-3 and Corrigendum-IV of RFP
307	8	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL is requested to provide the present capital cost for 2x220 MW PHWR implementation and annual operation cost	Relevant Details will be shared after signing NDA
308	9	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to clarify the reasons for suggesting such low PLF. From the public domain information, we understand that all nuclear power plants in India are having much higher PLF (85-90%). Hence, User requests NPCIL to revisit the suggested PLF as this will have impact on tariff estimation.	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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs. Actual Plant availability depends upon multiple factors.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
309	10	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to provide the present cost for construction, operation and maintenance of spent fuel management facilities within the plant (AFR) as this would call for additional CAPEX by User. Also, NPCIL to provide the cost related to construction, operation and maintenance of heavy water upgradation facilities.	Relevant Details will be shared after signing NDA
310	11	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to furnish when the decision of exclusion zone of 0.5 km will be made available. This is critical considering huge difference in land requirement and hence this would be a key factor for finalising site for BSR project.	Current requirement of EZ as per AERB siting code (AERB/NF/SC/S Rev1) is 1 km. A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.
311	12	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to clarify whether User will be allowed to change the site location after submission of proposal either due to constraints in land acquisition or offered site location is rejected by site evaluation committee due to results of detailed investigation.	USER will be allowed to offer alternate site
312	13	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to clarify whether Government will provide necessary support for land acquisition, ease of statutory approvals, sourcing of funds at concessional rate of interest.	Land acquisition and finance is in scope of USER
313	14	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL has to clarify whether identified forest land will be allotted to these projects by central government	Land shall be made available by USER.
314	15	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL has to clarify whether the plant can be operated in cogeneration mode where the existing process plant can utilise both steam and electricity generated from the proposed project	Query not relevant to RFP
315	16	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to clarify whether they will support in procurement of critical components/systems to obtain competitive prices and delivery time from potential suppliers.	Procurement is in scope of USER.
316	17	M/s ITC Limited, Paperboards Specialty Papers Division	NPCIL to clarify the final selection criteria in case the number of qualified users is more and also higher number of sites offered by various users.	Not Relevant to RFP
317	1	M/s Jayprakash Power Ventures Limited (JPVL)	JPVL is a Power Utility Generating Company having 2 TPPs [2 x 250 MW at Bina, Proposed Site for the NPP & 2 x 660 MW at Nigrie, MP and 4 x 100 MW HEP at Vishnuprayag, UK, India]. We propose to install One Set of Twin 220 Mwe Nuclear Power Units at Bina, Madhya Pradesh. JPVL will be interested to sell entire power generated from the proposed project to GRID only. Please confirm that AERB will approve the Tariff and NPCIL will facilitate the PPA.	Already addressed in RFP.
318	2	M/s Jayprakash Power Ventures Limited (JPVL)	We assume that proposed power project is a 'must run' project. It is proposed to have a PPA of entire capacity with the help of your good offices. Request for your kind confirmation.	Not relevant to the RFP.
319	3	M/s Jayprakash Power Ventures Limited (JPVL)	After Commissioning of the Power Plant when will be the Commercial Operation Date (COD) is declared. This may please be clarified. PPA should become effective during the period of 'Initial Operation' of 5 Years, so that the entire power can be sold. There should be continuity of PPA for which the License for 'Regular operation' may have to be ensured before the completion of the 'Initial Operation' Phase of 5 Years.	After Commissioning of the Power Plant, The date of Commercial operation depends upon the regulatory clearances and Stable Operation of NPP. (Refer RFP Annexure-1 Part-B) PPA related queries are not relevant to the RFP.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
320	4	M/s Jayprakash Power Ventures Limited (JPVL)	<p>O & M Expenditure as indicated in RFP - It is as per which Guideline - CERC or any other? Request to share the Tariff Guideline as applicable.</p> <p>Expertise Charge @ 60 paise - Is it additional to O & M Expenditure and if so, is it Reimbursable to the USER?</p> <p>Expertise Charge [60 paise/kWh in the year 2030-31] as indicated in the RFP Document which is to be payable to NPCIL needs to be pass through. Please confirm.</p> <p>Expertise charges of Rs 60 Paise / kWh is for net exported power or gross power, whether include GST or extra. What will be payment terms?</p> <p>Will the Expertise Base Charge of 60 paise/kWh be valid from the First Year of the project. If the Project is delayed beyond 2030-31 then will the incremental value of 1 paise / kWh per year be applicable from the revised Commissioning Date?</p>	O&M expenditure as indicated in RFP are as per DAE notified norms. Expertise charges are payable in addition to O&M charges. The query regarding reimbursement / pass through are not relevant to the RFP. Other issues already addressed in RFP.
321	5	M/s Jayprakash Power Ventures Limited (JPVL)	The charges to be paid to NPCIL, whether they are inclusive of GST or NOT. Please clarify.	All the cost including the taxes, if any, will be levied to the USER.
322	6	M/s Jayprakash Power Ventures Limited (JPVL)	JPVL (USER) is requesting to share the cost of Site Suitability Study to be taken for understanding & estimate.	The document for Site Suitability Study will be furnished. Bidder is requested to review and find out suitable cost.
323	7	M/s Jayprakash Power Ventures Limited (JPVL)	What are the charges of fuel and heavy water, how much JPVL has to invest in the same (stock , advance, re order level etc). detailed in page 40 but methodology & value is to be disclosed.	The charges of fuel and heavy water will be decided at time of Agreement-4.
324	8	M/s Jayprakash Power Ventures Limited (JPVL)	What are contingent capex / major maintenance expenses?	Point d on page 13 of 84 is regarding funding during decommissioning stage.
325	9	M/s Jayprakash Power Ventures Limited (JPVL)	Cost of financial security or/and insurance policy should be part of O & M Expenses which is being reimbursed to NPCIL by USER. Please confirm.	Confirmed
326	10	M/s Jayprakash Power Ventures Limited (JPVL)	It is understood that 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. on Chargeable Basis. Please confirm.	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. All these expenses are part of plant operation phase and shall be borne by USER as part of O&M expenses.
327	11	M/s Jayprakash Power Ventures Limited (JPVL)	If project is to be transferred at Rs 1, how O&M agreement will be executed. What are the service covered in the O&M, service only, or alongwith O & M spares?	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
328	12	M/s Jayprakash Power Ventures Limited (JPVL)	We understand that any damages, consequential damages, due to Engineering, Construction, Operation & Maintenance short-comings for which USER is not responsible, the same shall be under the obligations of NPCIL. Any liability arising out of improper Construction, O&M w.r.t. Government Agencies, International Agencies, shall be NPCIL responsibility.	Refer RFP: Plant operation phase.
329	13	M/s Jayprakash Power Ventures Limited (JPVL)	Management Committee for proper coordination for Generation Scheduling may need to be formed. NPCIL may please confirm.	Not relevant to RFP

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
330	14	M/s Jayprakash Power Ventures Limited (JPVL)	NPCIL will be project Proponent, what does it means in terms of legal ownership	Submission for all statutory & regulatory clearances will be on behalf of NPCIL as project proponent.
331	15	M/s Jayprakash Power Ventures Limited (JPVL)	We intend to use the services of Group Company expertise in Civil Structural works which has long-standing credentials in Hydro Power Plant EPC. Please confirm. If Enlistment with Approved List of Vendors of NPCIL is needed, we will follow the required procedure.	User can recommend new vendors for qualification by NPCIL.
332	16	M/s Jayprakash Power Ventures Limited (JPVL)	At the Proposed Site of Bina Available Land is 260 hectares. Considering approval of 0.5 km as Exclusion Zone is granted, we propose to go for One set of Twin 220 Mwe Power Units for the project.	Current requirement of EZ as per AERB siting code (AERB/NF/SC/S Rev1) is 1 km. A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.
333	17	M/s Jayprakash Power Ventures Limited (JPVL)	Please note that Bina Refinery is at 21 Km distance from the proposed Site. To the best of our knowledge, Oil Refinery does not come under Chemical Explosive Zone and that too it is 21 Kms away from the Proposed Site. Please confirm that our understanding is correct.	The SDV for major industries is 16 km as per AERB siting code.
334	18	M/s Jayprakash Power Ventures Limited (JPVL)	Is there any format to be provided by NPCIL for board / shareholders resolution / power of attorney in favour of the Person executing the Power of Attorney for the delegation of power on behalf of JPVL (the USER). Can User make Power of Attorney in the name of more than 1 person for ease of operation?	This is as per USER company policies
335	19	M/s Jayprakash Power Ventures Limited (JPVL)	"What is to be attached to confirm the supporting information as requested against the Points indicated vide Annexure 1, Para A- (A) [Land Area Requirement], (B) [Acceptance / Rejection Criteria and© Screening Distance Values (SDVs) - Self Certification or any Documentary evidence needed?	Refer RFP checklist for information on site along with submission of proposal.
336	1	M/s Jindal India Power Limited	Clarification on Eligibility Criteria Under Captive Generating Plant (Please refer to the detailed query, attached as Annexure-I)	Refer Annexure-3 & Corrigendum-IV of RFP.
337	2	M/s Jindal India Power Limited	Tariff Determination for Third Party Sell of Electricity through Power Exchanges (Please refer to the detailed query, attached as Annexure-II)	RFP terms & conditions will prevail.
338	3	M/s Jindal India Power Limited	Waiver of Captive Consumption Criteria (Please refer to the detailed query, attached as Annexure-III)	Refere Annexure-3 and corrigendum-IV of RFP
339	4	M/s Jindal India Power Limited	Clarification About the Accounting Treatment Post Execution of Asset Transfer Agreement (Please refer to the detailed query, attached as Annexure-IV)	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
340	5	M/s Jindal India Power Limited	Information Required for Calculating the Levelized Cost of Electricity (LCOE) (Please refer to the detailed query, attached as Annexure-V)	Relevant information will be shared on signing of NDA.
341	6	M/s Jindal Nuclear Power Private Limited	Please provide the details of amendment of Electricity Rules 2005, which is under consideration. As per our understanding, Electricity Rules doesn't differentiate between electricity sources for the determining the Captive status	Following notification by MoP, the amendment will be made available.
342	7	M/s Jindal Nuclear Power Private Limited	NPCIL shall be liable for any damages due to non fulfillment / negligence of its employees, agents etc.	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
343	8	M/s Jindal Nuclear Power Private Limited	This needs to be discussed thoroughly, as any reimbursement of Tax will be consider as income as per income tax regulations	The Tax planning for payments / reimbursement under this RFP has to be dealt as per the prevailing Tax rules.
344	9	M/s Jindal Nuclear Power Private Limited	While it's understandable, NPCIL will not commit to any financial commitments at this stage, however, NPCIL should commit itself to specific timelines for completing such evaluation.	NPCIL's role is providing expert service and project management is within the scope of the user.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
345	10	M/s Jindal Nuclear Power Private Limited	NPCIL shall facilitate the user to get the approval from the state in timely manner. Also, we understand the NPCIL shall operate the plant then what is the purpose of sub leasing of the land in favour of NPCIL. Please appreciate that such transfer not only significantly impact the User's legal rights but also creates various taxation issues	To ensure compliance with Atomic Energy Act.
346	11	M/s Jindal Nuclear Power Private Limited	Please clarify the rationale behind sub leasing of the land as NPCIL shall have rights only over the operational assets. Instead, In place of sub leasing; can we provide NPCIL only "right of use agreement"?	To ensure compliance with Atomic Energy Act.
347	12	M/s Jindal Nuclear Power Private Limited	This clause should be mutual and include gross negligence, willful default and fraud and all other circumstances wherein either of the party shall be liable to indemnify each other.	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
348	13	M/s Jindal Nuclear Power Private Limited	In the this Clause, please explain the methodology to be adopted for 'asset transfer' ? What will it include as this might include significant tax liability?	The broad methodology within the existing regulatory framework has been addressed in the RFP, for micro detailing, financial / Tax experts may be consulted.
349	14	M/s Jindal Nuclear Power Private Limited	1. What dooes Asset Transfer mean here? 2. Draft of all agreements and MoU need to be shared with the bidders upfront so that the same can also be reviewed. 3. Please layout the scope and coverage of O&M agreement. Also, please clarify the coverage during decommissioning phase as well as post decommissioning.	1. Already addressed in RFP. 2 & 3. Relevant information will be shared on signing of NDA.
350	15	M/s Jindal Nuclear Power Private Limited	1. Request to provide the workings to arrive the 60 paise number as on the face of it, it appears to be quite high, arbitrary and unreasonable; 2. In our view, the expertise charge should be directly linked to the exceptional performance resulting from such expertise, for e.g. it may be applicable for units beyond a PLF of 85% while it should also carry an equivalent penalty for units below the 85% PLF number.	The quantum of expertise charges under the RFP is the decision of Govt of India.
351	16	M/s Jindal Nuclear Power Private Limited	The exit clause currently appears to be one-sided. To ensure fairness and balance, the exit provisions concerning the USER should include a reasonable notice period for curation of default. It is proposed that a notice period of atleast 12-18 months be provided to allow the USER adequate time to address and resolve the issues leading to default or to make alternative arrangements.	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
352	17	M/s Jindal Nuclear Power Private Limited	USER after getting approval from the lender of his finances and the approval shall not be withheld unreasonably of DAE / NPCIL.	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
353	18	M/s Jindal Nuclear Power Private Limited	The current clause restricts the participants to only Consumers. However, please appreciate that most of the said companies are listed and they may have a possible restriction on work areas and investments. Therefore, we would request if the definition can include Third party and/or Group companies to be eligible for participation in the RfS either through a consortium or utilizing the credentials of Consumer and making the project as Group Captive under the provisions of Electricity Rules 2005	Refer Annexure-3 & Corrigendum-IV of RFP.
354	19	M/s Jindal Nuclear Power Private Limited	Please provide an exhaustive list of clearances to be obtained along with the specific timeline for obtaining them.	Regulatory Clearances as per RFP Annexure-1 Part-B. Statutory clearances from applicable state/central government agencies and any other applicable statutory bodies for setting up NPPs will be required to be obtained.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
355	20	M/s Jindal Nuclear Power Private Limited	After the site is approved by DAE site selection committee, NPCIL will approach MoEFCC and other State/ Central statutory agencies for clearances. USER will bear all expenses (including that incurred by NPCIL, including manpower cost of NPCIL).	All submission will be made by NPCIL as a project proponent. NPCIL, along with user would approach for clearances from statutory agencies. USER will bear all expenses (including that incurred by NPCIL, including manpower cost of NPCIL).
356	21	M/s Jindal Nuclear Power Private Limited	Instead of only providing the approved list of vendors, NPCIL should provide Vendor Qualification Criteria for the selection of vendors. This not only will give the required flexibility to the USER but also will widen the vendor base. Final Technical qualification shall lie with NPCIL, and post their confirmation USER should be able to approach all the qualified vendors. NPCIL may also participate with USER while finalizing the vendors.	User can recommend new vendors for qualification by NPCIL.
357	22	M/s Jindal Nuclear Power Private Limited	(1) Instead of providing the approved list of vendors, NPCIL should provide Vendor qualification criteria for the selection of vendors. NPCIL can jointly participate with private partner on the finalization of vendors. (2) NPCIL should provide Quality assurance plan and technical specification with estimated cost of QA.	User can recommend new vendors for qualification by NPCIL.
358	23	M/s Jindal Nuclear Power Private Limited	1. We assume that the tripartite agreement will ensure the uninterrupted supply of fuel and heavy water till the useful life of the Project. Please confirm. 2. Also, how will such cost of supply of fuel and heavy water be determined?	Uninterrupted supply of fuel and heavy water will be ensured by DAE, Gol and cost of Fuel and Heavy water will be determined by DAE, Gol
359	24	M/s Jindal Nuclear Power Private Limited	As per clause vii(c)(ix) <i>fuel and spent fuel shall always remain property of DAE</i> . Therefore, if there is a delay on the part of DAE beyond the normal envisaged period in shifting the spent fuel from the on-site spent fuel storage pool for its further management , the contingent cost for its continued storage should be borne by the DAE. Therefore, USER should not be asked to bear the cost required for AFRs.	RFP terms & conditions shall prevail.
360	25	M/s Jindal Nuclear Power Private Limited	What amounts to waste? How long will waste management be extended? Till when does the User bear the cost of waste management?	Waste Management will be applicable to all phases of the plant starting from Commissioning, Opeartion and Deommisioning. Cost of waste mangement in all phases of NPP will be beared by USER.
361	26	M/s Jindal Nuclear Power Private Limited	Is the decommissioning levy a part of the operating expenditure, or does it need to be paid separately by the USER? On page 39 of 84 of the RFP document, the levies mentioned are stated to be a part of the operating expenditure (OPEX).	RFP terms & conditions prevail.
362	27	M/s Jindal Nuclear Power Private Limited	1. Whether the uninterrupted supply of fuel is considered as Force majeure. 2. Also, since the Dispute Resolution Mechanism has clearly been detailed out later in the RFP, request if we can replace the words, "Dispute Resolution Procedure of DAE" with "Dispute Resolution Mechanism"	RFP terms & conditions prevail.
363	28	M/s Jindal Nuclear Power Private Limited	Any acquisition made in the national interest must be conducted at fair market value.	Not Relevant to RFP
364	29	M/s Jindal Nuclear Power Private Limited	What is the requirement of sufficient land for the submission of proposal? Whether 331 acres or 87 acres? Clarification as to exclusion zone limits to be clarified to before bid submission. Two figures have been provided.	The land area required for 2x220 Mwe BSR depends upon the EZ distance from center of Reactor. Presently the siting code stipulates EZ of 1km. Reduction of EZ requirement from 1 km to 0.5 km is under review by AERB.
365	30	M/s Jindal Nuclear Power Private Limited	The supporting information about acceptance or rejection of the site can be provided only after the completion of the site suitability studies (including seismic and geological studies by expert agencies), which may take as long as a year. Therefore, it should not form part of the RFP Checklist as USER can't undertake the same right upfront.	Available information may be provided. Status/plan for remaining information may be furnished alongwith proposal.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
366	31	M/s Jindal Nuclear Power Private Limited	7 days storage of water at plant site is required. Please provide the quantity of water, for every 2X220MW reactors, needed to be stored at site.	Please refer applicable clause of AERB siting Code AERB/NF/SC/S Rev-1.
367	32	M/s Jindal Nuclear Power Private Limited	Establishing a single-window clearance portal will facilitate and streamline the process of obtaining approvals for all regulatory compliances. This portal would reduce delays and provide a centralized platform for managing the approval process. NPCIL is requested to comment and share the details of the efforts being made in this respect.	As of now, there is no such system available with AERB. All consents/clearances are to be obtained as per AERB code on regulation (AERB/SC/G).
368	33	M/s Jindal Nuclear Power Private Limited	If the requirement of EMCCR/EMFR occurs earlier than 20 years due to O&M related issues, NPCIL should accept the responsibility for bearing such expenditure.	RFP terms & conditions shall prevail.
369	34	M/s Jindal Nuclear Power Private Limited	O&M expenditure needs to be capped based upon the best achieved expenditure in similar NPPs owned by NPCIL.	RFP terms & conditions shall prevail.
370	35	M/s Jindal Nuclear Power Private Limited	Companies with an electricity requirement of 2,500 MU per year are also eligible to participate through their subsidiaries, associates, and/or consortiums with third party. The project should ensure minimum 51% of generation to be consumer captively in line with Electricity Rules 2005.	Refer RFP Annexure-3 and Corrigendum-IV
371	36	M/s Jindal Nuclear Power Private Limited	1. The EMD should be in the form of Corporate Guarantee/ Bank Guarantee/ Surety Bonds/ Payment on Order Instrument (POI), etc. 2. USER should be allowed to propose alternate site(s) to replace originally proposed site within the same EMD within a stipulated time upon rejection of the originally proposed site.	1. Earnest Money Deposit (EMD) in the form of Online Payment/Bank Guarantee /Insurance Surety Bond will be accepted. Refer Corrigendum-V to RFP for Format of Bank Guarantee in lieu of EMD. 2. Noted and will be permitted
372	1	M/s Jindal Stainless Limited	What are the key terms and conditions expected in the non-committal MoU and the definitive agreement (Agreement-1)?	Relevant information will be shared on signing of NDA.
373	2	M/s Jindal Stainless Limited	How does financing against an intangible asset, such as the right to electricity, work in practice?	The option of financing & terms to be discussed with the financial institutions .
374	3	M/s Jindal Stainless Limited	What are the expected financing costs and terms for such arrangements?	The option of financing & terms to be discussed with the financial institutions .
375	4	M/s Jindal Stainless Limited	What are the key terms and conditions of the construction agreement (Agreement-2), specifically regarding NPCIL's supervision and control?	Relevant information will be shared on signing of NDA.
376	5	M/s Jindal Stainless Limited	Can you provide detailed clarification on the asset transfer process, including the rationale behind the ₹1 transfer value?	To ensure compliance with Atomic Energy Act.
377	6	M/s Jindal Stainless Limited	What are the key terms and conditions of the O&M agreement (Agreement-3) and the tripartite fuel leasing agreement (Agreement-4)?	Relevant information will be shared on signing of NDA.
378	7	M/s Jindal Stainless Limited	Can you provide details on the calculation of O&M charges, contingent CAPEX, and the expertise fee?	Relevant information will be shared on signing of NDA.
379	8	M/s Jindal Stainless Limited	Can you elaborate on the financial security or insurance policy requirements under the CLND Act, along with the associated costs?	Please refer the provisions of CLND act & for purpose of the application of the Civil Liability for Nuclear Damage Act, 2010 ("CLND Act.") NPCIL shall be operator.
380	9	M/s Jindal Stainless Limited	How will responsibilities for nuclear safety and compliance be divided between the USER and NPCIL?	Compliance to nuclear safety is responsibility of NPCIL.
381	10	M/s Jindal Stainless Limited	What specific data and analyses are required for the preliminary site evaluation study?	Refer AERB siting Code AERB/NF/SC/S Rev-1
382	11	M/s Jindal Stainless Limited	Seek detailed information on the site selection guidelines of AERB, particularly the criteria for site rejection.	Refer AERB siting Code AERB/NF/SC/S Rev-1
383	12	M/s Jindal Stainless Limited	What is the process for land reclassification for a nuclear power plant, and what support will NPCIL provide in this process?	Land reclassification is in scope of USER as per local state government and central government regulations.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
384	13	M/s Jindal Stainless Limited	What is the estimated cost of detailed site evaluation studies, and how will these costs be apportioned between the USER and NPCIL?	Cost to be obtained by USER from the respective agencies. Complete cost of detailed site evaluation studies are to be borne by USER.
385	14	M/s Jindal Stainless Limited	What are the criteria for vendor selection, and to what extent will the USER have flexibility in selecting specific vendors?	List of NPCIL approved vendors will be provided at appropriate time. New vendor may be accepted by evaluating its capability to execute the job by USER & NPCIL.
386	15	M/s Jindal Stainless Limited	Can a detailed list of approved vendors for construction and supply, along with their track records, be provided?	Relevant documents will be shared after signing NDA
387	16	M/s Jindal Stainless Limited	What is the process for obtaining stage-wise approvals from AERB, and what support will NPCIL provide in this regard?	All the regulatory approvals will be obtained by NPCIL.
388	17	M/s Jindal Stainless Limited	How will the costs for NPCIL's QA services be determined, and what will be the reimbursement mechanism?	RFP terms & conditions shall prevail.
389	18	M/s Jindal Stainless Limited	What are the current and projected costs of fuel and heavy water, including transportation?	Relevant Details will be shared after signing NDA
390	19	M/s Jindal Stainless Limited	What is the per-unit generation cost of fuel and heavy water, including transportation expenses?	Relevant information will be shared on signing of NDA.
391	20	M/s Jindal Stainless Limited	Can you elaborate on the Plant Load Factor (PLF) of 68.5% (with a potential revision to 72.5%), and clarify if it reflects the maximum generating capacity?	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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs. Actual Plant availability depends upon multiple factors.
392	21	M/s Jindal Stainless Limited	What are the estimated costs for spent fuel management, waste management, and D2O upgradation?	Relevant Details will be shared after signing NDA
393	22	M/s Jindal Stainless Limited	What is the process for determining the tariff for electricity sales to other customers?	RFP terms & conditions will prevail.
394	23	M/s Jindal Stainless Limited	Can you provide details on the decommissioning levy, the management of the fund, and the estimated total cost of decommissioning?	RFP terms & conditions will prevail.
395	24	M/s Jindal Stainless Limited	What is the expected timeline and process for decommissioning activities?	Refer RFP Annexure-1.
396	25	M/s Jindal Stainless Limited	What are the specific conditions under which the USER may be permitted to exit the project?	RFP terms & conditions shall prevail.
397	26	M/s Jindal Stainless Limited	What are the implications for the USER if NPCIL decides to exit the project?	RFP terms & conditions shall prevail.
398	27	M/s Jindal Stainless Limited	Can you provide further clarity on the definition and scope of "Force Majeure" events, as well as their potential impact on the project and associated costs?	RFP terms & conditions shall prevail.
399	28	M/s Jindal Stainless Limited	What is the expected timeline for the entire proposal process, from RFP invitation to project award?	Relevant Details will be shared after signing NDA
400	29	M/s Jindal Stainless Limited	What are the key risks and challenges associated with this project, and what measures can be implemented to mitigate them?	Not Relevant to RFP
401	1	M/s JSW Energy Limited	Does the charge of INR 0.60/kwh includes the manpower cost of NPCIL? Please share a break of INR 0.60/kwh. Also, please clarify on whether the User has to pay the cost perpetually or for only 5/10 years?	The quantum of expertise charges under the RFP is the decision of Govt of India.
402	2	M/s JSW Energy Limited	Please share the detailed break-up of O&M cost for the year 2024-2025 and expected escalation on each component	Relevant information will be shared on signing of NDA.
403	3	M/s JSW Energy Limited	Why there is a need to transfer the asset and land to NPCIL? The User will not be able to hypothecate the asset while financing the project.	To ensure compliance with Atomic Energy Act.
404	4	M/s JSW Energy Limited	CLND (Insurance) by NPCIL - Cost to be shared for all the units put together, the same would be economical.	Depends upon the terms of insurance and policy available in market.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
405	5	M/s JSW Energy Limited	Please provide further clarity on the fuel agreement? How much stock would the user have to keep? Who will be responsible in case of shortage of fuel and how will the user be compensated?	Relevant information will be shared on signing of NDA.
406	6	M/s JSW Energy Limited	Can there be an arrangement of selling power outside of captive? Please provide details with respect to the same.	Already addressed in RFP.
407	7	M/s JSW Energy Limited	Please provide details regarding Heavy Water and safeguard for the user in case of non-availability?	Relevant information will be shared on signing of NDA.
408	8	M/s JSW Energy Limited	It is mentioned in the RfS that the generation can be utilized for captive consumption only, however please clarify whether the consumption can be utilized in the group captive structure as well?	The structure of 'group captive' contemplated in your query may please be elaborated.
409	9	M/s JSW Energy Limited	Please share a status on implementation of new design as per latest RAPP and KAIGA standards. If the design is complete then has NPCIL received approval AERB? If yes, kindly share the PSAR.	220 MWe BSR design is based on standard 2x220 MWe PHWRs under operation at KGS-3&4/RAPS-5&6.
410	10	M/s JSW Energy Limited	Kindly share the initial PSAR status of AERB review, when can we expect AERB approval on the design if not approved yet?	Query not relevant to RFP
411	11	M/s JSW Energy Limited	What are the necessary changes needed in the design of 220 MWe reactor to fulfil AERB requirements?	Query not relevant to RFP
412	12	M/s JSW Energy Limited	In case Phase 2 of NPCIL's new decision is yet to start, how much time will it take for the design to complete?	Query not relevant to RFP
413	13	M/s JSW Energy Limited	Does NPCIL has a dedicated team of engineers working on the tender or it is a common pool of engineers working on all the projects being run by NPCIL?	Query not relevant to RFP
414	14	M/s JSW Energy Limited	Is the present 220 MWe PHWR suitable for captive power plant?	User to assess suitability
415	15	M/s JSW Energy Limited	Will these reactors come under IAEA safeguard standards?	Query not relevant to RFP
416	16	M/s JSW Energy Limited	If all requirements of AERB has to be met, what would be a suitable timeframe that can be expected in terms of Engineering?	Query not relevant to RFP
417	17	M/s JSW Energy Limited	Can the Company quote for 2 sites simultaneously?	Allowed as per RFP terms & conditions
418	18	M/s JSW Energy Limited	When shall the User receive a status on various procurement packages with a list? Please share a list of approved vendors for different packages	Relevant documents will be shared after signing NDA
419	19	M/s JSW Energy Limited	What are various approvals required before start of project from various statutory bodies? Please share a comprehensive list of approvals	Regulatory Clearances as per RFP Annexure-1 Part-B. Statutory clearances from applicable state/central government agencies and any other applicable statutory bodies for setting up NPPs will be required to be obtained.
420	20	M/s JSW Energy Limited	What will the user's role/scope during construction and operation?	Roles of USER and NPCIL during construction and operation are clearly defined in RFP
421	21	M/s JSW Energy Limited	Does the User has 100% obligation on procurement of equipments and materials?	Procurement of equipments and materials is in scope of USER with QA Coverage by NPCIL.
422	22	M/s JSW Energy Limited	Who would be responsible for any delay in AERB clearance? It is mentioned that the User can Indemnify NPCIL for approvals.	Not relevant to RFP
423	23	M/s JSW Energy Limited	Why does the User has to bear cost for building AFR? If the AFR is required, then it shall be NPCIL's obligation to build the same. The onus of the fuel after SFSB (Spent Fuel Storage Bed) should be with NPCIL.	Regarding AFR facility, conditions provided in RFP will be applicable.
424	24	M/s JSW Energy Limited	Clarity is needed on the land required for setting up the Pump House, Township, CISF Colony. How far it should be away from the plant?	Location of Pump house is dependent on "Location of water intake source" and land required for Pump house has to be acquired by USER Township & CISF Colony are located beyond 5 km from plant.
425	25	M/s JSW Energy Limited	Details on fuel is required - whether it is 17 Pin / 19 Pin Fuel?	Query not relevant to RFP

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
426	26	M/s JSW Energy Limited	What can be the total Manhours / Expenditure by NPCIL from Pre-Project activities to commercial operations?	Not Relevant to RFP
427	27	M/s JSW Energy Limited	Can the User handle procurement for BOP (other than the Nuclear Island)?	Complete procurement for Nuclear Island and BOP is in scope of USER.
428	28	M/s JSW Energy Limited	Emergency full core unload - Is it for one unit or both the units?	Emergency full core unload is for full core of any one unit.
429	29	M/s JSW Energy Limited	What could be the Decommissioning costs? What is the scope of decommissioning?	RFP terms & conditions shall prevail.
430	30	M/s JSW Energy Limited	For how many years does the plant is to be kept under S/D condition after the decision on decommissioning is taken?	The plant is permanently shutdown after decision on decommissioning is taken.
431	31	M/s JSW Energy Limited	If NPCIL is not able to deliver approvals/documents in time, Is there any provision of penalty?	RFP terms & conditions shall prevail.
432	32	M/s JSW Energy Limited	What is the final expected PLF, Is there any penalty for shortfall?	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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs. Actual Plant availability depends upon mutiple factors.
433	33	M/s JSW Energy Limited	After Synchronisation of the plant, how much time does the NPP take to become commercial & come to 100% power. Is there any penalty for Shortfall?	The time will depend on regulatory and Statutory approvals
434	34	M/s JSW Energy Limited	Can NPCIL transfer the operations to the User post 10 years, when the User has gained complete knowledge on operating the plant?	Operation is under NPCIL scope for entire life of the plant.
435	35	M/s JSW Energy Limited	What is the average PLF of NPCIL operating plants? Can the normative PLF be set in line with that?	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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs. Actual Plant availability depends upon mutiple factors.
436	36	M/s JSW Energy Limited	Can NPCIL share a sample Preliminary Site Analysis Report?	Not relevant to RFP
437	37	M/s JSW Energy Limited	We need detailed L4 Network, Within how much time detailed site evaluation report gets prepared	Time required for preparation of detailed site evlaution report depends on the detailed site studies/investigation to be carried out by USER. Project execution is also in the scope of USER.
438	38	M/s JSW Energy Limited	A complete layout of a 220 MWe Plant is needed along with a detailed Project Report	Relevant documents will shared after signing NDA
439	39	M/s JSW Energy Limited	Please share the BOQ of all the packages with the latest disocvered cost? Also share the expected escalation package wise.	Refer Corrigendum-IV of RFP regarding NDA and sharing of BOQ. Cost to be discovered by USER.
440	40	M/s JSW Energy Limited	What is the average downtime for maintenance of the plant?	Capital unit outage (Biennial shutdown) of nuclear power plant is taken for about 35-40 days.
441	41	M/s JSW Energy Limited	Will there be any capex requirement during the operation of the plant other than EMFR and EMCCR? Please share the details of the same.	RFP terms & conditions shall prevail.
442	42	M/s JSW Energy Limited	Is the township and other benefits cost additional to INR 0.60/kwh or it will be adjusted from the same?	RFP terms & conditions shall prevail.
443	1	M/s Mahathi Infra Services Pvt Ltd	How should the Earnest Money Deposit (EMD) be managed for a JV—should it be provided collectively, or can one partner furnish the entire amount on behalf of the JV?	RFP Terms and Conditions shall prevail.
444	2	M/s Mahathi Infra Services Pvt Ltd	Pre-project activity & Site evaluation studies: ---timeline for this activity?	Pre-project activity & Site evaluation studies are in scope of USER

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
445	3	M/s Mahathi Infra Services Pvt Ltd	Site evaluation report & clearance from DAE site selection committee: ---Timeline for completion of this activity?	The time will depend on site investigation studies by USER, clearance from DAE and regulatory approvals by AERB. NPCIL will assist in getting approvals/clearances.
446	4	M/s Mahathi Infra Services Pvt Ltd	NPCIL will approach MoEFCC and other statutory agencies for clearances: -----Timeline for completion of this activity?	All submission will be made by NPCIL as a project proponent. NPCIL, along with user would approach for clearances from statutory agencies.
447	5	M/s Mahathi Infra Services Pvt Ltd	Quality Assurance ("QA") services shall be provided by NPCIL on basis of reimbursement by the USER of actual expenditure incurred by NPCIL: ----extent of QA coverage by NPCIL?	QA Coverage by NPCIL will involve all the stages of NPP i.e. Pre-project activities, Siting, construction, commissioning and operation.
448	6	M/s Mahathi Infra Services Pvt Ltd	USER will bear the O&M and contingent CAPEX charges as applicable for safe, secured and efficient operation: ---estimated yearly expenditure cost?	Relevant Details will be shared after signing NDA
449	7	M/s Mahathi Infra Services Pvt Ltd	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: ---How it is calculated? How much amount approx. for twin unit of BSRs?	RFP terms & conditions will prevail.
450	8	M/s Mahathi Infra Services Pvt Ltd	Time line for Siting Consent, Excavation Consent, FPC Consent & MEE Consent?	Regulatory Consents are provided by Atomic Energy Regulatory Board (AERB) after fulfillment of AERB safety codes/guides.
451	9	M/s Mahathi Infra Services Pvt Ltd	Estimated project completion cost as on today for twin unit of BSRs?	Relevant documents (e.g. BOQ) for estimation of project cost by USERS will be shared to USERS are signing NDA.
452	10	M/s Mahathi Infra Services Pvt Ltd	Is there any flexibility for industries that do not currently consume 2500 MUs of electricity annually but plan to do in the future?	Refer Annexure-3 and Corrigendum-IV of RFP
453	11	M/s Mahathi Infra Services Pvt Ltd	Does the requirement for consuming 2500 MUs of electricity annually apply to the JV collectively or just to the lead partner?	Refer Annexure-3 and Corrigendum-IV of RFP
454	12	M/s Mahathi Infra Services Pvt Ltd	If the partners have complementary expertise (e.g., one in construction, another in industry/plant operations, and another in financing), will NPCIL consider the JV's collective capability to meet the qualifying requirements?	RFP terms & conditions shall prevail.
455	13	M/s Mahathi Infra Services Pvt Ltd	What level of technical documentation is expected from each partner versus the JV as a whole to establish compliance?	RFP terms & conditions shall prevail.
456	14	M/s Mahathi Infra Services Pvt Ltd	Does the minimum net worth of ₹3000 crores apply to the JV as a whole or JV with a financial qualifying partner will suffice?	Refer Annexure-3 and Corrigendum-IV of RFP
457	15	M/s Mahathi Infra Services Pvt Ltd	If the requirement is cumulative, how should the JV demonstrate this in its submission?	RFP terms & conditions shall prevail.
458	16	M/s Mahathi Infra Services Pvt Ltd	Is the high credit rating requirement applicable to all partners or only the lead partner of the JV?	RFP terms & conditions shall prevail.
459	17	M/s Mahathi Infra Services Pvt Ltd	What specific documentation should the JV submit to prove financial qualifications (e.g., consolidated financial statements or individual audited reports)?	RFP terms & conditions shall prevail.
460	18	M/s Mahathi Infra Services Pvt Ltd	If one partner has a lower credit rating or financial strength, can the JV qualify based on the financial strength of other partners?	RFP terms & conditions shall prevail.
461	19	M/s Mahathi Infra Services Pvt Ltd	Are all JV partners required to sign the Integrity Pact and other compliance documents, or will the lead partner's signature suffice?	RFP terms & conditions shall prevail.
462	20	M/s Mahathi Infra Services Pvt Ltd	If one JV partner is already engaged in other NPCIL projects, will this create a conflict of interest, and how should the JV address this?	RFP terms & conditions shall prevail.
463	21	M/s Mahathi Infra Services Pvt Ltd	General Qualification Criteria for Joint Ventures:	RFP terms & conditions shall prevail.
464	22	M/s Mahathi Infra Services Pvt Ltd	Clarity on the proposal submission process for JVs	RFP terms & conditions shall prevail.
465	23	M/s Mahathi Infra Services Pvt Ltd	What are the requirements for forming a JV?	RFP terms & conditions shall prevail.
466	24	M/s Mahathi Infra Services Pvt Ltd	Must each partner meet the eligibility criteria individually, or is collective compliance sufficient?	Refer Annexure-3 and Corrigendum-IV of RFP

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
467	25	M/s Mahathi Infra Services Pvt Ltd	What would be classifying criteria for a “Lead” in JV and related qualifications required?	RFP terms & conditions shall prevail.
468	26	M/s Mahathi Infra Services Pvt Ltd	If one or more JV partners are foreign entities, are there specific restrictions or additional requirements they must fulfil?	RFP terms & conditions shall prevail.
469	27	M/s Mahathi Infra Services Pvt Ltd	Can the JV submit multiple proposals for different project site configurations or units?	RFP terms & conditions shall prevail.
470	28	M/s Mahathi Infra Services Pvt Ltd	Legal and Organizational Structure of the JV	RFP terms & conditions shall prevail.
471	29	M/s Mahathi Infra Services Pvt Ltd	What documents are required to establish the JV’s legal validity (e.g., JV Agreement, Memorandum of Understanding)?	RFP terms & conditions shall prevail.
472	30	M/s Mahathi Infra Services Pvt Ltd	Must all partners be equally involved in proposal submission, or can the lead partner represent the JV for all interactions with NPCIL?	RFP terms & conditions shall prevail.
473	31	M/s Mahathi Infra Services Pvt Ltd	Are there any restrictions on the equity contribution or roles of each partner in the JV?	RFP terms & conditions shall prevail.
474	32	M/s Mahathi Infra Services Pvt Ltd	If one partner exits the JV during the project lifecycle, what conditions must be met to replace that partner without disqualifying the JV?	RFP terms & conditions shall prevail.
475	33	M/s Mahathi Infra Services Pvt Ltd	In the event the lead partner exits, can another partner assume the lead role, and what process would NPCIL require for such a substitution?	RFP terms & conditions shall prevail.
476	1	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	Can NPCIL provide a detailed breakdown of the total cost of the 220 MWe BSR project, including the capital cost (₹2,350 crores), operational and maintenance costs (₹48 lakhs per MW), and expertise fees?	Relevant information will be shared on signing of NDA.
477	2	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	Can the excess energy generated (e.g., 25 MW from a 220 MW plant) be sold to the local grid at a higher price, and under what conditions?	Already addressed in RFP.
478	3	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	what will be PPA can signed for end user? From multipile end user buyer?	Not relevant to the RFP.
479	4	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	just a investor of 3000crore to generate 220MW	Queary not clear
480	5	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	signing all type of Agrement, paying charges for the service render by NPCIL and DAE, Atomic Energy Regulatory Board (“AERB”)	Queary not clear
481	6	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	Land Identification: Can NPCIL identify and provide suitable land as per technical requirements?	Land is to be identified and offered by USER.
482	7	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	Power Purchase Rate: Can the rate of power purchase be clarified and mentioned in the technical documents?	Not relevant to RFP
483	8	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	can we define as 10 to 50MW , so land identification will easy and installation will be faster, across the district of india.	Not relevant to RFP
484	9	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	easy to citizen to accept , with Village as business service , with other investment on around the BSR 50MW- please refere attachment.	Query not and not relevant to RFP
485	10	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	3 YEARS TO COMPLETE - GO LIVE TO GENERATE POWER. ?	Query not clear and irrelevant.
486	11	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	NPCIL should identify suitable land in a non-seismic area.	Land is to be identified and offered by USER.
487	12	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	Ensure the land is near a water body and away from residential areas.	Land is to be identified and offered by USER.
488	13	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	What is the feasibility of obtaining 450 hectares of land in a non-seismic zone for the 220 MWe BSR project, including space for the township and additional facilities like CISF colony and pump house?	Indentification of land is in scope of USER

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489	14	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Can NPCIL assist in securing water resources (4,800 m ³ /hr) for the cooling system, including storage for 7 days to meet emergency heat removal requirements for the reactor core and spent fuel?	Arrangement of water for cooling requirements is in scope of USER
490	15	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Does the proposed site meet the requirements regarding seismic safety (Seismic Zone-V restriction) and distance from active faults (5 km as per the AERB safety code)? Can Npcil assist in securing site ?	Indentification of Site is in scope of USER
491	16	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Can NPCIL provide insights on the suitability of coastal sites and the required water consumption rate (144,000 m ³ /hr for seawater cooling) for a coastal site?	Indentification of site is in scope of USER
492	17	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Can NPCIL confirm whether the proposed site satisfies the Screening Distance Values (SDVs) for hazards such as airports, military installations, and industrial facilities?	Site screening for SDVs and all investigations as per relevant AERB siting codes/guides are in scope of USER.
493	18	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Can a 5 MW energy supply be reliably provided to industrial users directly from the pre-grid connection without power interruptions or reliability issues? Data Center, 50MW, 5 MW for AI data Server center.	Not Relevant to RFP
494	19	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Considering the high cost of diesel generators per unit, what alternatives does NPCIL propose for backup power solutions?	Not relevant to RFP
495	20	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	What is the estimated cost per unit of energy for the 220 MWe BSR reactors, factoring in the plant load and operational efficiency?	Relevant Details will be shared after signing NDA
496	21	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	How can NPCIL support the industrial sector's demand for reliable, uninterrupted power with a pre-grid connection, ensuring minimal power loss?	Not Relevant to RFP
497	22	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Would NPCIL support decentralized, smaller-scale plants (5-25 MW) in multiple locations (10-50 acres) to better meet local industrial needs and alleviate the burden on metro cities?	Not relevant to RFP
498	23	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Can we establish a data center around the pre-grid connection point, and is it feasible to connect within 16 km of the plant?	Not relevant to RFP
499	24	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	how many pregrid connection will less in generated unit ? From post grid connected power generated?	Not relevant to RFP
500	25	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	can this be with mutli PPA to meet 2500 MUs per year, you would need a generating plant with an average capacity of about 286 MW. And also 3000 crore can mutli PPA buyer?	Refere Annexure-3 and corrigendum-IV of RFP
501	26	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	just a investor of 3000crore to generate 220MW signing all type of Agreement, paying charges for the service render by NPCIL and DAE, Atomic Energy Regulatory Board ("AERB")	Query not and not relevant to RFP
502	27	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	what is mean by Commercial operation date?	It is the date on which the unit is declared as Commercial for sale of electricity.
503	28	M/s OneEarth Alliance (M/s Bhuvilife Private Limited)	Land Area Requirements: The RFP mentions the need for 331 hectares of land for the 2 x 220 MWe BSR project, considering a 1 km exclusion zone around both reactors. However, obtaining such large land areas in suitable locations might pose challenges. A reduced exclusion zone of 0.5 km would lower the requirement to 87 hectares, but still, additional land may be necessary for associated facilities like the township, CISF colony, and potentially a pump house for water intake. We request NPCIL's assistance in sourcing land that meets these criteria, especially in non-seismic zones.	Land is to be identified and offered by USER. NPCIL will assist in Site Selection requirement.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
504	29	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Water Requirements:</p> <p>The project requires 4,800 m³/hr of water for inland sites or 144,000 m³/hr for coastal sites for cooling and other operational needs. This must be available for at least 7 days for emergency heat removal from the reactor core and spent fuel. Can NPCIL confirm the availability of such water resources at suitable locations for the project, and will NPCIL assist in securing the necessary water infrastructure?</p>	Water requirements shall be ensured by USER.
505	30	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Seismic Zone and Site Suitability:</p> <p>The site should not be located in Seismic Zone-V (as per BIS-1893), and active faults within 5 km of the site should be avoided. Could NPCIL provide assistance in identifying and confirming suitable sites based on these criteria, especially to ensure compliance with the AERB Safety Code on Nuclear Facilities?</p>	Land is to be identified and offered by USER. NPCIL will assist in Site Selection requirement.
506	31	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Energy Distribution to Industrial Users:</p> <p>We are interested in exploring the possibility of offering 5 MW of energy to industrial users directly via a pre-grid connection. Can NPCIL confirm if this is technically feasible within the framework of the current proposal? Additionally, we are exploring the development of a data center around the pre-grid connection point.</p>	Not relevant to RFP
507	32	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Can NPCIL provide insights into the feasibility of this proposal? As we are in the process of marketing this concept to various industries, we aim to address their growing demand for a reliable, uninterrupted supply of pre-grid electricity. Industries require a seamless power supply without concerns about breakdowns, shutdowns, or maintenance issues, which is crucial for maintaining their operations.</p> <p>The key advantages of providing such a service include:</p> <ul style="list-style-type: none"> •Minimized Production Downtime: By ensuring consistent power delivery, industries can avoid costly delays, reducing the impact on production schedules. •Mitigating Operational Risks: This proposal addresses potential issues like finding alternative work or facing economic losses due to power supply interruptions. •Preventing Market Losses: A stable energy supply prevents the risk of non-delivery of goods, maintaining the company's reputation and market position. •Data Center Reliability: For data center companies, this solution could restore their large-scale operations, mitigating the risk of data loss and saving substantial resources that would otherwise be spent on data recovery and system restoration. •Reducing Backup Costs: Currently, many industries rely on large-scale diesel generators as a backup solution, which can significantly increase energy costs due to the high price of diesel and the maintenance of these systems. This makes power supply from the grid or from reliable pre-grid connections more economically viable. <p>We seek NPCIL's guidance in evaluating the technical, operational, and economic feasibility of this approach to ensure that we can deliver reliable and uninterrupted power to our industrial customers, while also reducing their dependence on costly diesel backup solutions.</p>	Not relevant to RFP

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
508	33	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Grid Connection and Pre-Grid Distance:</p> <p>Is it possible to connect the facility to all type of industrial user's grid at a distance of 16 km? can it reduced ? if yes how much, for Data Center, Semiconductor companies , Furthermore, can this distance be reduced without compromising safety standards? We would appreciate NPCIL's guidance on whether this distance can be adjusted based on specific circumstances.</p>	Not relevant to RFP
509	34	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Excess Energy and Selling to Grid:</p> <p>We are exploring the possibility of selling excess energy (e.g., 25 MW from a 220 MW plant) to the local district grid at a higher price. What is the regulatory and financial feasibility of this, and are there provisions to sell excess energy to the grid at a premium price?</p>	Not relevant to RFP
510	35	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Cost of Production and Charging Industrial Users:</p> <p>The total estimated cost for the 220 MWe project is approximately ₹2,350 crores, with O&M costs of ₹48 lakhs per MW and expertise fees of ₹0.60/kWh. Could NPCIL provide a detailed breakdown of the cost structure and the expected cost per unit of energy produced? Additionally, how much can be charged to industrial users for the electricity consumed?</p>	Relevant Details will be shared after signing NDA
511	36	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Generation and Plant Load Factor:</p> <p>The plant load factor is projected at 68.5%. We request NPCIL's clarification on the generation capacity at this load factor and whether it is possible for the plant to operate at a higher capacity (90-95%). Furthermore, if the plant operates at full capacity, how will water requirements change, and what impact will this have on overall operational costs?</p>	Relevant Details will be shared after signing NDA
512	37	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Smaller-Scale NPPs Proposal:</p> <p>Given the challenges of land and water sourcing and seismic zone , we propose considering smaller-scale reactors (5-25 MW) across multiple locations, with land areas ranging from 10 acres to 50 acres. These plants could source water from local ponds or nearby water resources, facilitating decentralized energy production that can promote local industrial development, create employment opportunities, and reduce strain on metro cities. We request NPCIL's feedback on the feasibility of this approach, particularly in terms of technical, regulatory, and logistical considerations.</p>	Not relevant to RFP
513	38	M/s OneEarth Alliance (M/s Bhuvil Life Private Limited)	<p>Research and Development (R&D) Gaps:</p> <p>We recognize the need for significant advancements in nuclear R&D. India's nuclear R&D has stagnated compared to countries like China, which has 500 nuclear scientists per million population while India has only 200 per million. To maintain the success and growth of nuclear energy in India, we believe a strong emphasis must be placed on strengthening education and research infrastructure, addressing the brain drain, and expanding the scientific workforce.</p>	Not relevant to RFP

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
514	39	M/s OneEarth Alliance (M/s Bhuvi Life Private Limited)	<p>Exploring New Energy Sources:</p> <p>In addition to nuclear energy, we are exploring new technologies, including Plasma, semiconductors, hydrogen, and carbon-based energy systems by using AI Lab. Our focus is to identify new chemical elements that could help reduce global greenhouse gas emissions (GHG). We hope to contribute towards India's vision of cleaner, sustainable energy sources and Targeting 2047 reaching 75T\$ Economy.</p>	Not relevant to RFP
515	40	M/s OneEarth Alliance (M/s Bhuvi Life Private Limited)	<p>We kindly request NPCIL's support and technical expertise in addressing the above concerns. Your guidance on the feasibility of land and water resources, as well as the commercial and regulatory considerations, is crucial to the success of this project. We look forward to discussing these points in further detail during the Pre-Proposal Meeting.</p>	Not relevant to RFP
516	1	M/s RattanIndia Power Ltd,	* Any Government subsidy announced or proposed.	May taken up with MoP.
517	2	M/s RattanIndia Power Ltd,	<p>NPCIL is requested to provide a copy of the draft Non-Committal MoU to be executed for carrying out pre-project activities.</p> <p>This is required for review and submission of comments.</p>	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
518	3	M/s RattanIndia Power Ltd,	<p>NPCIL is requested to provide a copy of the draft definitive agreement to be executed after state government approval.</p> <p>This is required for review and submission of comments.</p>	Same as above.
519	4	M/s RattanIndia Power Ltd,	Understood that the Rate of sale of power by NPCIL shall be decided by NPCIL as per the Govt guidelines / policy. USER shall make proposal /bid for exactly what work / product / Project	Already addressed in RFP.
520	5	M/s RattanIndia Power Ltd,	<p>NPCIL is requested to provide a copy of the draft contract agreement to be executed for the transfer of assets to NPCIL for operational purposes.</p> <p>This is required for review and submission of comments.</p>	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
521	6	M/s RattanIndia Power Ltd,	<p>Can a user setting up the power plant sell power to nearby industries under the Group Captive Scheme or through third-party open access?</p> <p>Allowing this would enable small industries to access a reliable power supply through the captive mode.</p>	This is within domain of MoP, may be pursued with them.
522	7	M/s RattanIndia Power Ltd,	With reference to the said clause, NPCIL is requested to clarify whether the project can be set up by an entity other than the captive consumer (e.g., Power Generating Companies) for the sole purpose of selling power to DISCOMs or other third parties, in accordance with the applicable tariff determined by DAE and relevant State & Central Government regulations.	This is within domain of MoP, may be pursued with them.
523	8	M/s RattanIndia Power Ltd,	<p>NPCIL is requested to provide a copy of the draft agreement to be executed for the efficient and timely execution of the project up to Initial Fuel Loading (IFL).</p> <p>This is required for review and submission of comments.</p>	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
524	9	M/s RattanIndia Power Ltd,	NPCIL is requested to provide a copy of the draft O&M agreement for review and submission of comments. Additionally, if the contract period is shorter than the operational period, the ownership of the plant should be transferred to NPCIL at a value corresponding to its remaining useful life.	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
525	10	M/s RattanIndia Power Ltd,	NPCIL is requested to provide a copy of the Tripartite agreement for the leasing of fuel and heavy water. This is required for review and submission of comments.	Relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
526	11	M/s RattanIndia Power Ltd,	NPCIL is requested to clarify whether there is any provision for a Government subsidy, either announced or proposed, for Nuclear Power Plants.	User has to take up with respective ministries for benefits / exemptions etc.
527	12	M/s RattanIndia Power Ltd,	Current Earnest Money Deposit of Rs. 10 Crore is quite high and NPCIL is thus requested to reduce the sale to Rs. 1 Crore	RFP Terms and Conditions shall prevail.
528	13	M/s RattanIndia Power Ltd,	NPCIL is requested to clarify whether the Site Evaluation Studies and the approval process of DAE are part of the User selection process or if they will be conducted after the project has been awarded to the eligible User.	Ref:Annexure-3 and corrigendum-IV of RFP for USER qualification
529	14	M/s RattanIndia Power Ltd,	NPCIL is requested to provide the timelines for the construction of the plant, specifically in terms of supply, erection, and commissioning.	Refer RFP Annexure-1 Part-C
530	15	M/s RattanIndia Power Ltd,	NPCIL is requested to specify the planned down time per year required for scheduled annual maintenance	Capital unit outage (Biennial shutdown) of nuclear power plant is taken for about 35-40 days.
531	16	M/s RattanIndia Power Ltd,	NPCIL is requested to confirm that the responsibility of disposal for Spent Fuel (Easte management) shall be the responsibility of NPCIL	Spent Fuel disposal will be responsibility of DAE
532	17	M/s RattanIndia Power Ltd,	NPCIL is requested to indicate the source from which the fuel would be supplied and confirm if NPCIL shall enter into long term contracting with the fuel supplier	Uninterrupted supply of Fuel and Heavy water will be ensured by DAE, Gol.
533	18	M/s RattanIndia Power Ltd,	It is recommended that if the User exits the project before the completion of its useful life, they should be compensated with a terminal value, calculated based on the expected future cash flows for the remaining duration of the project.	RFP terms & conditions shall prevail.
534	19	M/s RattanIndia Power Ltd,	NPCIL is requested to clarify whether there is a provision for setting up a larger unit, such as 500 MW or 800+ MW. Also, NPCIL is requested to provide the Land area required for larger units like 500 MW or 800+MW	This RFP is only for 220 MWe PHWRs.
535	20	M/s RattanIndia Power Ltd,	NPCIL is requested to specify the division of scope between NPCIL and the User in terms of Nuclear Island and Power Island.	For complete plant Design, Engineering and issue of construction drawings is in scope of NPCIL. Construction is in scope of USER under supervision and QA by NPCIL.
536	21	M/s RattanIndia Power Ltd,	NPCIL is requested to clarify whether the responsibility of obtaining the license will remain with NPCIL or with the User. Based on the technical expertise available with NPCIL, it is recommended that NPCIL take on the responsibility of obtaining the licenses on behalf of the User.	NPCIL will apply for all licenses
537	22	M/s RattanIndia Power Ltd,	While applying for licenses at various stages of the project, several reports, plans, and compliances are required to be submitted. NPCIL is requested to confirm whether the responsibility for submitting these reports, plans, and compliances will rest with NPCIL or the User.	NPCIL will apply for all licenses

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538	23	M/s RattanIndia Power Ltd,	<p>The RFP specifies and defines Annual Fuel Recovery Charges (AFRC), but no further details are provided in the document.</p> <p>NPCIL is requested to clarify whether these charges are to be paid by the USER, and if so, to which agency.</p> <p>Additionally, NPCIL is requested to provide a detailed computation of the current AFRC based on the source of fuel and current pricing.</p>	RFP terms & conditions shall prevail.
539	24	M/s RattanIndia Power Ltd,	<p>NPCIL is also requested to specify the sources from which the fuel and heavy water will be arranged, along with the current costing of these materials.</p> <p>NPCIL is also requested to specify the current indicative fuel cost in terms of Rs/unit.</p>	Relevant Details will be shared after signing NDA
540	25	M/s RattanIndia Power Ltd,	<p>NPCIL is requested to remove the specified eligibility criteria.</p> <p>The requirement of captive consumption of 2500 MUs would be quite restrictive and would limit participation to only a few industries or commercial establishments.</p> <p>Removing this clause would allow other players to participate in the RFP, and they could subsequently sell the power to other industries through the group captive or third-party open access scheme.</p>	Refer Annexure-3 and Corrigendum-IV of RFP
541	26	M/s RattanIndia Power Ltd,	<p>It is submitted that the requirement of having a "<i>credit rating corresponding to high degree safety regarding timely servicing of financial obligations and very low credit risk</i>" from credit rating agencies is quite restrictive in nature.</p> <p>It is recommended to remove the words "<i>high degree</i>" and modify the requirement to "<i>credit rating corresponding to safety regarding timely servicing of financial obligations and very low credit risk.</i>"</p> <p>This would align with the investment-grade rating provided to corporations that are timely servicing their debt obligations and would allow more eligible players to participate in the RFP.</p>	RFP terms & conditions shall prevail.
542	27	M/s RattanIndia Power Ltd,	<p>Based on the RFP, the method of selection of the User is not quite clear. NPCIL is requested to provide a detailed process of selection of the User.</p> <p>Also, NPCIL is requested to clarify if there is any Financial Bid involved in the selection of User. If yes, NPCIL is requested to provide the same.</p> <p>The USER shall make proposal / bid for exactly what work / product / Project.</p>	Refer RFP Annexure-3 and Corrigendum-IV

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
543	28	M/s RattanIndia Power Ltd,	<p>NPCIL is requested to confirm whether the Contract Period aligns with the Operation Period, i.e., 40 years.</p> <p>If the Contract Period is shorter than the Operation Period, the ownership of the plant should be transferred to NPCIL at a value corresponding to its remaining useful life.</p> <p>Additionally, any proceeds from the sale of assets after decommissioning should be provided to the User.</p>	RFP terms & conditions shall prevail.
544	29	M/s RattanIndia Power Ltd,	<p>NPCIL has provided the Capital Cost of the past projects. However, the projects which are specified by NPCIL were executed more than 10 years ago.</p> <p>NPCIL is requested to provide the Current indicative Capital Cost of the Project</p> <p>NPCIL is also requested to provide the Cost of 220 MW unit – nuclear island and power island as well as cost of the bigger units (500 or 800 MW)</p>	Relevant documents (e.g. BOQ) for estimation of project cost by USERs will be shared to USERs are signing NDA.
545	30	M/s RattanIndia Power Ltd,	Given the complexities involved in preparation of proposal it is requested to extend the proposal deadline by 3 weeks.	Refer Corrigendum-III to RFP for extension.
546	31	M/s RattanIndia Power Ltd,	The press release is for Captive plants, is it available for grid connected non captive power utilities also	Ref:Annexure-3 and corrigendum-IV of RFP for USER qualification
547	32	M/s RattanIndia Power Ltd,	Can there be bigger unit like 500 or 800+ MW	Not relevant to RFP
548	33	M/s RattanIndia Power Ltd,	* Scope division – power island, nuclear island responsibility.	Design for entire plant will be by NPCIL, Construction will be done by USER (under supervision and QA by NPCIL) and O&M by NPCIL.
549	34	M/s RattanIndia Power Ltd,	* Nuclear waste disposal – responsibility	Nuclear Waste management responsibility will be of NPCIL. However, cost incurred will be borne by USER
550	35	M/s RattanIndia Power Ltd,	* Time lines – supply, erection and commissioning.	Refer RFP
551	36	M/s RattanIndia Power Ltd,	* Source of Fuel and long time agreement for it.	Uninterrupted supply of Fuel and Heavy Water will be ensured by DAE, Gol.
552	37	M/s RattanIndia Power Ltd,	* Planned down time per year for maintenance.	Biennial shutdown for about 35 to 40 days
553	38	M/s RattanIndia Power Ltd,	* Life of the units.	Operating design life of the reactor is about 40 years
554	39	M/s RattanIndia Power Ltd,	* Space required for a typical 220/ 500 / 800 MW.	Refer Annexure-1 Part (A) clause (A)
555	40	M/s RattanIndia Power Ltd,	* Cost of 220 MW unit – nuclear island and power island	Cost to be estimated by USER
556	41	M/s RattanIndia Power Ltd,	* Cost per MW for bigger units (500 or 800 MW)	Not relevant to RFP
557	42	M/s RattanIndia Power Ltd,	* Cost of fuel – per MWhr of generation.	Relevant Details will be shared after signing NDA
558	1	M/s Reliance Industries Limited	<p>The captive provisions are already covered under the Electricity Act 2003 & Electricity Rules 2005. The amendment should not only cover the specific arrangement for extension of captive status for USER with wet leased land and asset to a third party but also</p> <ol style="list-style-type: none"> 1. Eligibility for ISTS waiver akin to H2 and PSP projects 2. Eligibility for RPO benefits 3. Eligibility to be covered Green Open Access 	This is within domain of MoP, may be pursued with them.
559	2	M/s Reliance Industries Limited	<p>What financial arrangements are acceptable for funding CAPEX and OPEX? We would like to know how NPCIL would provide financial instruments / guarantees for securing the required CAPEX and OPEX funding?</p> <p>What level of detail is needed to demonstrate financial capability?</p>	CAPEX / OPEX to be funded by user with their own resources / guarantees based on Balance sheet strength.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
560	3	M/s Reliance Industries Limited	<p>Finances are to be arranged by the USER against the intangible assets as the NPP would be transferred to NPCIL at Rs. 1/- . This is likely to create issues in Project Funding, particularly raising debt.</p> <p>Hence, would user be permitted to create a lien against the NPP? Or alternatively, can USER retain NPP on its balance sheet and enters into an O&M contract with NPCIL? NPCIL shall undertake to transfer the O&M services to the USER after reasonable operating time of 5 years and training personnel of the USER.</p>	The specific comprehensive proposal duly vetted legally in compliance with Atomic Energy Act may be submitted.
561	4	M/s Reliance Industries Limited	<p>Since, all financial risks are on account of the USER herein, and the opex and capex requirements will be as per NPCIL on which USER will not have substantial control, can we agree on an arrangement wherein certain costs over-runs beyond the budgeted capex is borne by the NPCIL to make the cost of electricity viable for the USER and in case of opex over-run beyond budgeted annual O&M with a certain escalation, then this gets offset from Expertise Fee. This way it will protect financial interests of the USER also.</p>	NPCIL's role is providing expert service and project management is within the scope of the user.
562	5	M/s Reliance Industries Limited	<p>Pre project is non- committal only to the extent of obligations for the subsequent stages. Since NPCIL is sole entity for facilitating the pre project feasibility it should be committal in terms of time and cost for completion of the activity.</p> <p>Kindly provide the contours of the non – committal MoU to get the clear idea of the roles that both NPCIL and USER will play. Even if there is no financial commitment for NPCIL to comply with, a binding MoU with delivery commitments needs to be considered. This will not only give comfort to the USER but also to the lenders.</p>	NPCIL's role is providing expert service and project management is within the scope of the user.
563	6	M/s Reliance Industries Limited	<p>Details of such expenditure be provided at the proposal stage to enable USER to estimate the actual tariff.</p> <p>USER also needs to be provided with the estimated power generation, Capex, Opex, and all other expenses like spent fuel management etc. with escalations to estimate the tariff. Also provide detailed breakdown of cost sharing for AFR facilities.</p> <p>Without all above, it will be difficult to commit the BG of INR 10 crores.</p>	Relevant information will be shared on signing of NDA.
564	7	M/s Reliance Industries Limited	<p>Sub-leasing criteria needs to be relooked at.</p> <p>Majority of the states do not have sub lease policy; therefore, this might require major changes in the state's land policy.</p>	User may take up with respective State Govt.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
565	8	M/s Reliance Industries Limited	<p>Please explain the methodology of arriving at the Normative PLF of 68.5%? We understand that NPP at Kaiga, which is using the same reactors have been averaging above 90% every year in last five years and a five year average of 95% for.</p> <p>This being a captive PPA, we would like to understand how the USER would be compensated in case of PLF shortfall.</p> <p>For captive usage, if we consider this as the annual PLF and factor a spinning reserve equivalent for 30% of the total installed capacity the resultant tariff would be unviable.</p> <p>It will also be helpful if NPCIL can indicate how much of these shutdowns would be planned and unplanned. Is the PLF consistent every year or varies over the period of life of plant.</p>	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%.
566	9	M/s Reliance Industries Limited	What is the mechanism for transferring beneficial ownership of electricity to the USER and how will disputes over revenue sharing be addressed?	What revenue sharing is being referred ? Please sight the relevant RFP para.
567	10	M/s Reliance Industries Limited	<p>The document defines various stages and associated agreements. However, there are no indications of associated timelines, costs, overall contours of the agreement, agreed performance parameters, safety targets, environmental target for radiation, ground water contamination etc., demonstration parameters, consequences of shortfall, incentives for improvements and rejection /default criteria.</p> <p>Clarity on the above pointers would be needed.</p>	NPCIL's role is providing expert service and project management is within the scope of the user.
568	11	M/s Reliance Industries Limited	<p>What is the scope of responsibilities for USERS bidders concerning the decommissioning phase, and what are the expectations regarding financial contributions to the decommissioning fund?</p> <p>Will there be any provisions to delay decommissioning in favor of extending operational life based on advancements in technology?</p>	Already addressed in RFP.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
569	12	M/s Reliance Industries Limited	<p>It is mentioned that in case, NPCIL withdraws from the project and DAE takes it over, completion of the project and /or takes over subsequent stages (commissioning, operations, decommissioning etc.) In public interest. We presume this includes seamless take over without interruptions and all responsibilities, liabilities, guarantees as applicable to NPCIL under various agreements would be applicable to DAE</p> <p>Please explain how DAE would manage the cost, quality & schedules as DAE is an oversight body while actual project execution / operations expertise lies with NPCIL.</p> <p>Under what circumstances and criteria, third party for the substitution and the agreement be approved? What are the criteria for evaluating a substitute, to ensure an exit if needed?</p> <p>In what situations can either party invoke the exit clause, and what are the financial implications for the exiting party?</p> <p>In-case NPP does not proceed, how would NPCIL, which has been subleased the land be returning to the USER?</p>	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
570	13	M/s Reliance Industries Limited	In case a SPV is formed to take up these projects and NPCIL decides to substitute itself, we would like to know how NPCIL would ensure required expertise for building, operating and maintaining the plant, given that there is very limited expertise with the USER.	SPV formation is not envisaged under the present RFP.
571	14	M/s Reliance Industries Limited	<p>Page 39 mentions that the operating expenditures however it states the list is not limited to all the expected expenditures. In the absence of a complete list and estimates for the same, User will not be able to estimate the consumption tariff. Hence, please provide a detailed breakdown of the Operation and Maintenance (O&M) expenditures that the USER will be responsible for, including specific costs of fuel, heavy water, EMCCR and EMFR, and waste management. AFRC costing needs elaboration especially in terms of replenishments, inventory period, cost of inventory, carry cost etc.</p> <p>What are the arrangements for the supply and cost of fuel (uranium, heavy water), and are there fixed terms or annual price adjustments?</p> <p>Will there be shared resource facilities (e.g., spent fuel storage) among multiple reactors to optimize costs?</p>	Relevant information will be shared on signing of NDA.
572	15	M/s Reliance Industries Limited	USER will be raising funds from the Bank - for this USER will need to provide guarantee of production and returns, is there a sovereign guarantee or backstopping pool setup for this which the USER can leverage to provide assurance to the lending BANK?	The query may be elaborated in detail.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
573	16	M/s Reliance Industries Limited	<p>What is the recourse if land details are found unsuitable after preliminary/ later stages of assessment? Can additional land details be provided? USER can ensure the security guarantee is kept valid until the process is completed.</p> <p>If after preliminary assessment, subsequent clearances are not possible/ feasible and the USER is unable to identify alternative land parcels, then EMD should be released unconditionally after written request by the USER.</p> <p>Also, it is proposed to replace EMD with BG as serious participants are anyway filtered based on financial criteria.</p>	<p>1. Noted and will be permitted</p> <p>2. Refer RFP Annexure-3.</p> <p>3. Earnest Money Deposit (EMD) in the form of Online Payment/Bank Guarantee /Insurance Surety Bond will be accepted. Refer Corrigendum-V to RFP for Format of Bank Guarantee in lieu of EMD.</p>
574	17	M/s Reliance Industries Limited	<p>Captive Usage Flexibility: The min. criteria for captive usage is 51%. Moreover, even if USER commits to 100% consumption of power for captive use there could be periods of complete or partial shutdown, delay in expansion plans etc. wherein USER needs the flexibility to sell on short term or long term to third parties.</p> <p>Tariff Estimation for Sale: The criteria of tariff determination of sale of power should be applicable only if the power is proposed to be sold under a bidding process for long term PPA by govt / DISCOM. The criteria and methodology of tariff estimation for power sale to other customer(s) needs to be clarified.</p>	RFP terms & conditions shall prevail.
575	18	M/s Reliance Industries Limited	<p>It is stated that the power plant will be eligible for status of captive power plant and necessary amendment of Electricity Rules 2005 is under consideration by Ministry of Power. NPCIL to clarify whether USER can withdraw their proposal (without any commercial implication to USER) in the event of this is not getting amended before signing of contract with NPCIL for BSR project implementation.</p>	Not relevant to RFP
576	19	M/s Reliance Industries Limited	<p>NPCIL to share the indicative cost for carrying out detailed site evaluation studies per site. This will help the USER to offer as many sites as possible to have parallel evaluation of sites to shorten the pre-project activity time. Also, NPCIL can share the manpower cost that would be charged by them for pre-project activities.</p>	site evaluation studies are in scope of USER and Cost to be estimated by USER
577	20	M/s Reliance Industries Limited	<p>What are the specific liabilities covered under the indemnity that the USER provides to NPCIL until all approvals for the NPP are received?</p>	RFP terms & conditions shall prevail.
578	21	M/s Reliance Industries Limited	<p>The contracts will be awarded to suppliers & service providers from the list of approved vendors. Hence, what liabilities would NPCIL take in-case agencies selected default on cost, time & quality or negligence on their part.</p>	USER is responsible for procurement & project execution. QA coverage by NPCIL.
579	22	M/s Reliance Industries Limited	<p>Away from Reactor Facility Costs should not be borne by the USER. Government should absorb this cost because the spent fuel has economic value to the government. We suggest removing this cost from the account of the USER.</p>	RFP terms & conditions shall prevail.
580	23	M/s Reliance Industries Limited	<p>How is compliance with the Civil Liability for Nuclear Damage Act, 2010 integrated into safety protocols?</p>	RFP terms & conditions shall prevail.
581	24	M/s Reliance Industries Limited	<p>Are there standardized timelines for obtaining all necessary environmental clearances, and what role will NPCIL play in the process?</p>	The timelines for environmental clearances depend upon the procedures and requirements of MoEFCC and for the sake of MoEFCC clearances, NPCIL will be a project proponent. All the necessary studies and preparation of reports for submission to MoEFCC is in the scope of USER.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
582	25	M/s Reliance Industries Limited	<p>DAE and NPCIL should ensure lifetime fuel security of the plant.</p> <p>What are the prospects of using HALEU and ANEEL fuel in PHWR? Can existing design of PHWR accommodate newer fuels and as and when these India gets access to HALEU and ANEEL fuel, can these be provided to the USER?</p>	Query not relevant to RFP
583	26	M/s Reliance Industries Limited	<p>What are the terms for modifications to the agreements (MoUs and contracts) during the project lifecycle?</p> <p>Are there any provisions to renegotiate contracts if new regulations or tax laws affect project economics?</p>	RFP terms & conditions shall prevail.
584	27	M/s Reliance Industries Limited	<ol style="list-style-type: none"> 1. Kindly provide the methodology used for the estimation of expertise charges. 2. Have the expertise charges been validated by CEA / CERC or any Regulatory body? 3. 60P/kwh basis translates Rs/MW on capex which is not commensurate to any licensing cost for technology in other industry. 4. We strongly suggest reducing this fee for the first reactor PHWR proposal that NPCIL undertakes to do under this RFP with a significantly lower amount for licensing its technology. 5. One of the biggest challenges in NPP development is Project delays. Hence, we would like to understand how NPCIL would ensure timely execution of the project and in case of any slippage, how would the USER be compensated? 	The quantum of expertise charges under the RFP is the decision of Govt of India.
585	28	M/s Reliance Industries Limited	How does NPCIL envisage that insurance taken for reactors commissioned under this proposal get covered by insurance companies at the same cost that NPCIL currently pays today since only O&M will be done by NPCIL?	RFP terms & conditions shall prevail.
586	29	M/s Reliance Industries Limited	<p>How will the township and amenities construction for plant personnel be supervised and monitored?</p> <p>What are the expectations for training NPCIL personnel and local workforce in managing and operating BSRs?</p>	Construction of township along with all the amenities and its supervision is in scope of USER.
587	30	M/s Reliance Industries Limited	<p>Can you provide specific details about the types of events considered as "Force Majeure", including Non-Political, Indirect Political, and Political Events, and how will the costs be handled during such events?</p> <p>In line with the principles of natural justice, the responsibility of dispute resolution cannot be vested with an agency who is a party to the dispute.</p> <p>Hence, we suggest dispute resolution under Arbitration & Dispute resolution act 1996 & its amendments.</p> <p>What is the detailed mechanism for resolving disputes, particularly among Force Majeure events or regulatory compliance issues?</p> <p>Are there any penalties for delays caused by regulatory bodies?</p> <p>What indemnities will NPCIL provide to USERS for delays caused by government or regulatory authorities?</p>	RFP terms & conditions shall prevail.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
588	31	M/s Reliance Industries Limited	<p>1. Allow the project to be setup in Seismic Zone V if NPCIL can provide design specifications for siting PHWR in such land area.</p> <p>2. Reduce exclusion zone radius from 1Km to 0.5Km</p> <p>3. What is the current status on the proposed reduction of the exclusion zone from 1 km? How will this affect the project design and land requirements, and when is the final decision expected?</p>	<p>As per present AERB regulation, setting up of NPPs is not allowed in Seismic Zone-V.</p> <p>A proposal for reduction of EZ to 0.5km is under review by AERB.</p>
589	32	M/s Reliance Industries Limited	<p>What are the specific technology details for the 220 MWe PHWR BSR, including its performance parameters.</p> <p>It would be helpful if the operational capability of BSR is stated in terms of</p> <ol style="list-style-type: none"> 1. Overload capability 2. Min Turndown 3. Safe Ramp up and ramp down rates 4. Time for safe shutdown <p>These parameters are important for any corporate planning to utilise them for captive use.</p>	Relevant Details will be shared after signing NDA
590	33	M/s Reliance Industries Limited	<p>What specific guidelines from the Atomic Energy Regulatory Board (AERB) or other global standards must the proposed site meet beyond the ones mentioned in the RFP?</p> <p>Can you provide detailed seismic and fault line data of the proposed site?</p> <p>Are there any provisions to ensure compliance with international nuclear safety standards (e.g., IAEA)?</p> <p>What are the detailed requirements for water storage at the plant site to ensure long-term cooling of the core and spent fuel, including specific volumes and backup systems needed?</p> <p>What are the specifics for the Natural Draught Cooling Towers (NDCT) and Induced Draught Cooling Towers (IDCT)?</p>	<p>All AERB codes and guides for PHWRs will be applicable.</p> <p>Land is to be identified and offered by USER. NPCIL will assist in Site Selection requirement.</p> <p>Water requirement is outlined in Annexure-1 Part-A of RFP.</p> <p>Design of NDCT & IDCT will be based on site specific parameters.</p>
591	34	M/s Reliance Industries Limited	NPCIL has mentioned the water requirements for coastal sites with once-through cooling water system. NPCIL to clarify whether cooling tower-based system can be considered as option for coastal plant also.	Once through cooling system is preferred for coastal site. For cooling tower at coastal sites, Desalination plant will be required for fresh water makeup to cooling towers. Effect of corrosive environment at coastal site shall be assessed for tower based systems.
592	35	M/s Reliance Industries Limited	<p>Under the proposed structure, the entire project is being funded by USER, while all the licenses, permits & approvals are not in the name of the USER. This is a very unique situation & hence we suggest having USER as the co-licensee.</p> <p>Consequences in case of change in law (including but limited to radiation levels, technology, emissions, leakages etc.) especially in terms of compliance norms for nuclear plant need to be spelt out</p>	RFP terms & conditions shall prevail.
593	36	M/s Reliance Industries Limited	<p>Please provide specific AERB codes and guidelines that are applicable at each stage.</p> <p>Also provide regulatory hold points (RHP), and submission requirements at each stage to be needed for clearances?</p>	<p>AERB siting code SC/S, Design code SC/D and all related AERB codes/guides will be applicable.</p> <p>Submissions at each stage are mentioned in Annexure-2.</p>

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
594	37	M/s Reliance Industries Limited	<p>Please provide a detailed project execution plan, specifically for the construction of the Reactor Building (RB) and how different construction teams and activities will be coordinated and how the milestones will be measured?</p> <p>What are the minimum and maximum operational load requirements and performance benchmarks for the 220 MWe reactors?</p> <p>Will NPCIL provide standard operating procedures or design documents for critical components or are USERS expected to generate their own?</p>	<p>Detailed project execution plan will be worked out jointly by USER & NPCIL at various stages of project.</p> <p>Plant Performance data of typical 220 MWe PHWR may be provided after signing NDA.</p> <p>All standard operating procedures or design documents are in the scope of NPCIL.</p>
595	38	M/s Reliance Industries Limited	<p>We suggest providing license for the entire project life at one go (instead of 5 years for initial operation and balance for regular operation) with intermittent milestones which would commence subject to certain compliances.</p> <p>This would provide comfort to the USER & the Lenders with respect to the continuity of business.</p>	This aspect is based on the regulatory requirements stipulated by AERB
596	39	M/s Reliance Industries Limited	<p>Can we capitalize the expenses relating to Capital Unit Outage in the books, treating them as capital expenditure? Would like to know the practice being followed by NPCIL?</p> <p>Are there provisions for bidders USERS to integrate future technological advancements during the operational lifecycle of the reactors?</p> <p>Will there be funding support for periodic upgrades and retrofitting to enhance efficiency or meet new regulatory standards?</p>	RFP terms & conditions shall prevail.
597	40	M/s Reliance Industries Limited	<p>Is the USER required to incur any renovation or modernization or LE expenditure to maintain or extend the rated capacity of 2 X 220 MWe for the 40-year period?</p> <p>If yes, please indicate the expenditure being incurred for such capacities.</p>	RFP terms & conditions shall prevail.
598	41	M/s Reliance Industries Limited	Can we have a certainty from NPCIL that no expenditure other than what has been indicated & quantified will be incurred to operate the asset for 40 years.	RFP terms & conditions shall prevail.
599	42	M/s Reliance Industries Limited	It is mentioned that User can propose projects in multiple twins of BSR subject to availability of land. NPCIL to clarify whether User can propose multiple project sites in different states without any restriction on number of sites or BSR units.	USER can propose multiple project sites in different states without any restriction on number of sites or BSR units.
600	43	M/s Reliance Industries Limited	<p>How will intellectual property rights for innovations or optimizations developed during the project be handled?</p> <p>What are the confidentiality obligations for USERS concerning sensitive project data?</p>	RFP terms & conditions shall prevail.
601	44	M/s Reliance Industries Limited	<p>Are there specific sustainability targets (e.g., water usage, emissions reductions) tied to the project?</p> <p>How are compliance and monitoring of environmental impact integrated into project operations?</p>	Not relevant to RFP

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
602	45	M/s Reliance Industries Limited	Given that the government has announced SMRs as way forward in the Budget 2025, we suggest that NPCIL consider allowing Gen III and Gen IV foreign SMR technologies to also be commissioned under the same model	This proposal is only for 220 Mwe PHWR based BSR
603	46	M/s Reliance Industries Limited	NPCIL to furnish the current and prospective uranium sources (countries) and indicate whether User can explore acquiring uranium mines in other countries.	Not relevant to RFP
604	47	M/s Reliance Industries Limited	NPCIL to clarify whether Government will provide necessary support for land acquisition, ease of statutory approvals, sourcing of funds at concessional rate of interest (similar to renewables).	All these are in scope of USER
605	48	M/s Reliance Industries Limited	NPCIL to clarify their role in supporting users for procurement of critical components/systems to obtain competitive prices and delivery time from potential suppliers. NPCIL is also requested to support in developing new suppliers to meet the desired cost and timelines.	Procurement is in scope of USER with QA by NPCIL. NPCIL support will be available for development of new suppliers.
606	49	M/s Reliance Industries Limited	NPCIL to clarify the final selection / ranking mechanism in case the number of qualified users is more and also higher number of sites offered.	Not relevant RFP
607	50	M/s Reliance Industries Limited	USER seeks amendment of Qualification Requirement (QR) related to net worth. The amendment to be - "In case of subsidiary company participating in the RFP as captive power consumer, the net worth criteria can be met with combined net worth of subsidiary company and its parent company/companies.	Refer Annexure-3 and Corrigendum-IV of RFP
608	51	M/s Reliance Industries Limited	USER requests NPCIL to share the BOQ for key items, equipment and civil, structural steel and other quantities to enable estimation	Refer Corrigendum-IV of RFP regarding NDA and sharing of BOQ.
609	52	M/s Reliance Industries Limited	USER requests the specification of both NPP and BOP to be shared along with supplier details and equipment names, lead times and approx. cost	Refer Corrigendum-IV of RFP regarding NDA and sharing of BOQ. Cost to be discovered by USER.
610	1	M/s REMC Limited on behalf of Indian Railways	Reference to item 1 at page 6 of 84 status of ownership of NPP in the books of account after transfer to NPCIL may be clarified.	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. Related issues may checked with financial professionals.
611	2	M/s REMC Limited on behalf of Indian Railways	Reference item 5 page 7 of 84, applicable direct or indirect taxes as on date may be clarified	Impact of Direct / Indirect Taxes applicable to RFP may be ascertained in consultation with Tax consultant.
612	3	M/s REMC Limited on behalf of Indian Railways	List of Agencies may be furnished with details of name Address and Contact Number for conducting site evaluation study and site Evaluation report	Information will be furnished on specific request from USER
613	4	M/s REMC Limited on behalf of Indian Railways	Indian Railways has potential sites in Rajasthan and Gujarat under the Jurisdiction of western Railway and North Western Railway .Korapur in Gujarat and Rawatbhata in Rajasthan are existing Nuclear power plants of NPCIL. What will be the clearances required from State?	Regulatory Clearances as per RFP Annexure-1 Part-B. Statutory clearances from applicable state/central government agencies and any other applicable statutory bodies for setting up NPPs will be required to be obtained.
614	5	M/s REMC Limited on behalf of Indian Railways	Time lines for finalization of the sites and subsequent clearances from AERB may be furnished. Times lines for MoU Agreement no 1,23,4?	The time will depend on site investigation studies by USER and regulatory approvals by AERB.
615	6	M/s REMC Limited on behalf of Indian Railways	Site requirement will be fixed based-on exclusion radius of 0.5 KM or 1 KM as 1 KM is said to be under consideration. 331 hectare for 1 KM & 87 Hectare for 0.5 KM	Current requirement of EZ as per AERB siting code (AERB/NF/SC/S Rev1) is 1 km. A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.
616	7	M/s REMC Limited on behalf of Indian Railways	IR intends for single unit of 220 MWe at Multiple sites near to the TSS for better evacuation of power at nearby load centre. cost repercussion of single unit may be furnished along with feasibility/ possibility.	Design available for 220 Mwe BSR is for twin unit configuration only.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
617	8	M/s REMC Limited on behalf of Indian Railways	REMCL will submit Acceptance letter of RBI mandate for Rs 10 Cr towards the EMD	Earnest Money Deposit (EMD) in the form of Online Payment/Bank Guarantee /Insurance Surety Bond will be accepted. Refer Corrigendum-V to RFP for Format of Bank Guarantee in lieu of EMD.
618	9	M/s REMC Limited on behalf of Indian Railways	Methodology Tariff Determination for surplus power ?	RFP terms & conditions shall Prevail.
619	10	M/s REMC Limited on behalf of Indian Railways	Panel of approved list of vendors /contractors/land survey agency & other empanelled agencies/vendors for site evaluation may be shared.	Relevant documents will shared after signing NDA
620	11	M/s REMC Limited on behalf of Indian Railways	Any other mode of providing land to NPCIL (other than sub-leasing) may be clarified.	RFP terms & conditions shall prevail.
621	12	M/s REMC Limited on behalf of Indian Railways	What will be the clearances required from State?	Regulatory Clearances as per RFP Annexure-1 Part-B. Statutory clearances from applicable state/central government agencies and any other applicable statutory bodies for setting up NPPs will be required to be obtained.
622	1	M/s Saffrongrid Limited	What is the estimated annual OPEX per MW (accurate), and what are the major contributors? What is the projected cost per unit of power generation, considering fuel, maintenance, and staffing?How does the fuel cost structure impact overall OPEX, and are there hedging mechanisms?What provisions are in place for cost optimization in long-term O&M (e.g., automation, AI-based monitoring)?	Relevant information will be shared on signing of NDA.
623	2	M/s Saffrongrid Limited	Can NPCIL provide detailed benchmarks of OPEX costs for similar operational nuclear plants? And also a financial model of a respective 220 MW plant ?	Relevant information will be shared on signing of NDA.
624	3	M/s Saffrongrid Limited	What is the projected heavy water inventory requirement per reactor per year? Can NPCIL provide clarity on heavy water leasing terms and annual lease charges?	Already addressed in RFP
625	4	M/s Saffrongrid Limited	Are there any government subsidies or cost optimizations available for heavy water procurement? Can we manufacture our own Heavy water? Will NPCIL allow third-party procurement of heavy water or is it strictly through DAE?	User has to take up with respective ministries for benefits / exemptions etc.
626	5	M/s Saffrongrid Limited	What specific expertise and services are covered under the 60 paise/kWh expertise fee?Has NPCIL conducted any cost-benefit analysis to justify this fee structure? Can we review such data?Can we opt for a lump sum payment instead of per-unit charges to reduce long-term financial burden?	The quantum of expertise charges under the RFP is the decision of Govt of India.
627	6	M/s Saffrongrid Limited	What are the estimated pre-operative costs associated with the project, including land acquisition, regulatory approvals, site evaluation, environmental clearances, and other preliminary expenses , before commencing any civil works? Can NPCIL provide a detailed cost breakdown for these activities?	Relevant Details will be shared after signing NDA
628	7	M/s Saffrongrid Limited	What is the estimated total CAPEX per MW for a 220 MWe BSR unit, and what factors influence it?Can NPCIL provide a detailed breakdown of CAPEX components (civil works, equipment, licensing, etc.)?Can we get a detailed risk matrix for CAPEX overruns and how NPCIL mitigates those risks?	Relevant Details will be shared after signing NDA
629	8	M/s Saffrongrid Limited	Experientially what are the broad challenges we come across in pre operative phase? Like land acquisition, location, water availability, buy-in from farmers/villages/communities?	Not relevant to RFP
630	9	M/s Saffrongrid Limited	As NPCIL/DAE is taking back the spent fuel, will we be compensated for the same?	Not relevant to RFP

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
631	10	M/s Saffrongrid Limited	Will NPCIL support hybrid energy models that integrate nuclear with renewable energy sources?	This RFP is only for 220 MWe PHWRs.
632	11	M/s Saffrongrid Limited	Can the land requirement be reduced by using any advanced technology to control the radiation? Is it 1.5KM or 0.5 KM?	Current requirement of EZ as per AERB siting code (AERB/NF/SC/S Rev1) is 1 km. A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.
633	1	M/s SBI Capital Markets Limited	As per the RFP the project assets and land will not be in the books of the USER, in such situation the security for debt funding will only be right of use of power and there will not be any charge on land and project assets.	Detailed legal opinion based on which the query is raised may be submitted with relevant court ruling , citations if any.
634	2	M/s SBI Capital Markets Limited	RFP also mentions that the substitution agreement will be signed post any unforeseen event occurs, in such situation as per RBI guidelines the security for debt will not be available in absence of ab-initio substitution right.	May take up with RBI.
635	3	M/s SBI Capital Markets Limited	What will be the exact cost associated with construction of the project, decommissioning and contingent capex. It is to be specified to determine the viability of the proposal. The benchmark Nuclear Power Projects given are very old.	Relevant information will be shared on signing of NDA. Current cost for BSR to be estimated by USER.
636	4	M/s SBI Capital Markets Limited	There should be guaranteed production of power in the agreement so as to ascertain the minimum cash flow from the project. Is the PLF mentioned is the guaranteed PLF? Generally, in Nuclear Power PLF is way higher than 68.5%.	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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs. Actual Plant availability depends upon mutiple factors.
637	5	M/s SBI Capital Markets Limited	Who will bear the uranium fuel supply risk? how will the captive user be compensated in case of shortfall in power generation due to non-availability of fuel?	Uninterrupted supply of Fuel will be ensured by DAE, Gol.
638	6	M/s SBI Capital Markets Limited	In case of substantial increase of cost of uranium fuel, cost of power would become unviable for the user. How is it ensured?	Not Relevant to RFP
639	7	M/s SBI Capital Markets Limited	Will NPCIL bear the cost overrun if its due to reasons attributed to it.	RFP terms & conditions shall prevail.
640	1	M/s Tata Power Compnay Limited	As per RFP document, A proposal for suitable amendment of the Electricity Rules, 2005, notified under the Electricity Act, 2003 is under consideration of the Ministry of Power. Please share the copy of this proposal.	Following notification by MoP, the amendment will be made available.
641	2	M/s Tata Power Compnay Limited	NPCIL to clarify the following points: a) Whether User is free to set-up BSR exclusively for selling power to distribution companies and other users? b) Can energy "not scheduled" be sold in Power Exchanges? NPCIL to share latest DAE tariff norms.	Already clarified in RFP.
642	3	M/s Tata Power Compnay Limited	Please clarify if the legal ownership of the nuclear asset will be transferred to NPCIL or it will be transferred for operation and asset will remain in books of User? In case of ownership transfer how will the following challenges be addressed: a) Bank Financing - Since there will be no asset on TPCL book post construction, how will the loan be securitised? b) Tax Implications - Upon transfer of asset upon minimal value which party will bear the transaction cost & related tax implications?	Legal ownership is requirement of Atomic Energy Act. In case financing from own resources is not contemplated, option of financing to be discussed with the financial institutions .

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
643	4	M/s Tata Power Compnay Limited	<p>Copy of Tripartite agreement shall be shared (Agreement-4). Expected fuel and Heavy water cost in 2030-31 shall be indicated. Heavy water & Fuel cost escalation, leasing terms etc. shall be agreed in this agreement. Life time availability of Fuel and Heavy water shall be ensured by DAE.</p> <p>NPCIL to confirm that fuel & Heavy Water cost, its cost escalation, leasing terms etc. for BSRs shall be same as of NPCIL's existing 220 MW PWHRs.</p>	Uninterrupted supply of Fuel and Heavy Water will be ensured by DAE, Gol. The charges of fuel and heavy water will be decided at time of Agreement-4.
644	5	M/s Tata Power Compnay Limited	NPCIL shall revisit expertise charges indicated as tariff calculated with this becomes unviable. User suggest NPCIL to consider expertise charge of 5 paisa per unit if PLF is more than 90%.	The quantum of expertise charges under the RFP is the decision of Govt of India.
645	6	M/s Tata Power Compnay Limited	<p>NPCIL / DAE to indicate the following in 2030-2031:</p> <ul style="list-style-type: none"> a) Heavy water cost and its cost escalation b) Fuel Cost and its cost escalation c) Levies in Nuclear Power d) Insurance Charges e) Any other taxes 	The charges of fuel and heavy water will be decided at time of Agreement-4.
646	7	M/s Tata Power Compnay Limited	Please clarify if lease charges will be applicable on Heavy water heavy water is property of DAE or Heavy water cost will be recovered in Equated Annual Instalments ("EAI") over 40 years?	Heavy water is property of DAE and lease charges on the heavy water inventory held by the plant, will be payable at the rate notified by the DAE
647	8	M/s Tata Power Compnay Limited	What would be the exact mode and manner of transfer of ownership of assets to NPCIL? Since the mechanism is not clear, we would require clarity on this aspect.	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.
648	9	M/s Tata Power Compnay Limited	We understand that (i) the underlying land would be transferred to NPCIL for a lease for a period of 99 years or more; and (ii) the assets developed for the NPP on top of the land (the " NPP Assets ") would be transferred to NPP for an amount of ₹ 1. Such a transfer may attract certain tax liabilities in the form of stamp duty, GST as well as under the Income Tax Act. Would specific exemptions be provided to the USER against these tax liabilities, and what is the approach pertaining to such exemptions?	All applicable law of land will apply.
649	10	M/s Tata Power Compnay Limited	<p>It is stated that the "beneficial ownership" of the NPP Assets would be retained by the USER. Please give more clarity on the nature of the beneficial ownership that would be retained by the User. Can it be confirmed whether the transfer of NPP Assets to NPCIL would involve (a) complete transfer of the NPP Assets to NPCIL with the USER retaining a contractual right to the exclusive use of the electricity generated; or (b) only hand over of possession of the NPP Assets to NPCIL with the USER retaining ownership of the NPP Assets?</p>	<p>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.</p>

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
650	11	M/s Tata Power Compnay Limited	<p>On the one hand, the present Clause as well as Clause (ii)(a) of Annexure-3 of the RFP [Page 42] contemplate the entire power generated to be used for the USER's own requirements.</p> <p>On the other hand, the present Clause also envisages a situation where the user may wish to sell the electricity produced to other customers and that the tariff thereof will be determined by the Department of Atomic Energy ("DAE") under Section 22 of the Atomic Energy Act, 1962 ("AE Act").</p> <p>In this light it may be clarified whether the USER is permitted to sell the electricity produced to other customers despite the requirement of captive usage of the electricity so produced.</p> <p>If it is permitted then, kindly clarify if the user is permitted to also sell the power as a trader / on power exchanges?</p> <p>Based on the clarification, the proposed structure of the transaction shall be finalized.</p>	Aply clarified in RFP.
651	12	M/s Tata Power Compnay Limited	<p>The transfer of NPP Assets without consideration to NPCIL would attract tax under Section 56 of the Income Tax Act, 1961 (the "IT Act") as well as GST. These taxes would be a substantial amount, and as per the wording of this clause, would have to be borne by the USER. Would the Central Government provide any exemption to the applicability of such taxes on such transfer?</p> <p>What steps are being taken for such exemptions?</p>	Detailed legal opinion based on which the query is raised may be submitted with relevant court ruling , citations if any.
652	13	M/s Tata Power Compnay Limited	<p>The banks and financial institutions funding the project for the USER would need to create a charge on the NPP Assets. However, due to the operation of the AE Act along with the provisions of the present RFP, it would not be possible for banks or financial institution to enforce any charge on the NPP Assets. This may restrict the ability of the USER to finance the NPP Project.</p> <p>Would any exception be provided in order to enable the banks and financial institutions to be able to create a charge on such NPP Assets?</p>	Please give a clear cut scheme contemplated in your query in compliance with the provisions of Atomic Energy Act.
653	14	M/s Tata Power Compnay Limited	<p>What would be the mechanism for banks/financial institutions to create a security in the pre-construction, construction and decommissioning phase (since no electricity will be produced at that point of time)?</p> <p>During the operation phase, what would be the mechanism for banks/financial institutions to create a charge on the electricity generated by the Project (considering that this is a captive Project and no separate amounts may be payable for the supply of electricity to the USER in that scenario)?</p> <p>Banks may require adequate security to be created on the tangible assets of the NPP in order to sanction any financing for the NPP. Would the government provide any assistance/guarantees in order to enable the USER to obtain financing for the NPP?</p>	Please give a clear cut scheme contemplated in your query in compliance with the provisions of Atomic Energy Act.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
654	15	M/s Tata Power Compnay Limited	<p>(a) The sub-leasing to NPCIL may require specific consents from the State Government that has allotted the land for the NPP. Would NPCIL assist the USER in obtaining these consents? Furthermore, in case of any delay in approvals, will there be an extension to project timelines or relief in financial obligations for the USER?</p> <p>(b) The sub-lease of the land to NPCIL may attract certain levies in the form of stamp duty, tax liability under the IT Act. Would there be an exemption provided to the USER against such levies?</p> <p>(c) What would the USER be indemnifying NPCIL against (as mentioned in the third bullet point)?</p>	User to take up with the respective State Govt.
655	16	M/s Tata Power Compnay Limited	<p>(a) The transfer of all the assets would attract substantial levies, include stamp duty, GST as well as tax liability under the IT Act. Would any exemptions against these levies be provided to the USER?</p> <p>(b) Are we correct in our understanding that after such transfer, these assets would no longer be on the books of the USER and would be transferred to the books of NPCIL?</p>	All applicable law of land will apply.
656	17	M/s Tata Power Compnay Limited	<p>The RFP envisages transfer of the entirety of the assets as per Clause (vii)(b)(iv) [Page 10] as well as Clause (i) [Page 6].</p> <p>Thus, there is a lack of clarity with respect to what the term “irrespective of any contrary covenant(s) in the MOU & Agreements” implies. The same may be clarified.</p>	This simply means that assets needs to be vested with NPCIL to be complaint with Atomic Energy Act.
657	18	M/s Tata Power Compnay Limited	<p>The said clause is in contravention of the provisions of the AE Act which clearly provide that the Central Government or authority or government company shall (i) enter into agreements with the Boards or corporations concerned in respect of supply of the electricity so produced; and (ii) enter into arrangements with the relevant Electricity Board/corporation for transmission of electricity to any other State.</p> <p>In light of the above, would the NPCIL be making the necessary arrangements for the offtake of electricity?</p> <p>Further, will there be transmission charges waivers for the electricity produced from the NPP?</p>	Clauses of Atomic Energy Act referred in query are read out of context to the concept of BSR model.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
658	19	M/s Tata Power Compnay Limited	(a) If neither party can claim any relief in light of a force majeure event, then what would the dispute be over? (b) The USER has to be provided some form of compensation/relief, at least in the case of change in law. Furthermore, an extension to the term of the project is to be provided in case of any delay due to reasons beyond the control of any of the parties. (c) The burden of proof of the existence of a force majeure event should be on the party claiming the existence of such an event.	Force majeure is a non negotiable clause.
659	20	M/s Tata Power Compnay Limited	We would request if the confidentiality obligations under the Non disclosure Agreement are mutual	Standard clauses iro confidentiality prevailing in commercial transactions will prevail.
660	21	M/s Tata Power Compnay Limited	Since User is awarding various packages and will be managing various sub contract, the Control shall be with user to avoid delays and effective contract handling. NPCIL role during project construction shall be limited to supervision to ensure that work is being done as per drawing and specification. Please confirm and amend the RFP document accordingly.	Award of various constrcution/procurement packages and their control is in scope of USER with supervision and QA coverage by NPCIL.
661	22	M/s Tata Power Compnay Limited	Copy of Draft non-committal MoU between NPCIL & User to be shared. Also, expected expenditure to be incurred by NPCIL including manpower expenditure to be indicated.	Relevant Details will be shared after signing NDA
662	23	M/s Tata Power Compnay Limited	Since land is being sub-leased to NPCIL for 99 years, what would be the terms of ownership/repurposing of land post 99 years, considering the radioactivity risks? Can the peripheral part of the land, outside main reactor be repurposed and reused after decommissioning at the end of plant life? At what time, plant will be decommissioned?	RFP terms & conditions shall prevail.
663	24	M/s Tata Power Compnay Limited	1. Copy of draft of Agreement for Pre-Project activities (Agreement-1), Construction Phase work (Agreement-2) and for O&M Phase (Agreement-3) shall be shared. Division of Responsibility and accountability of each party for schedule & cost overruns shall part of Agreements. 2. Expected expenditure to be incurred by NPCIL including manpower expenditure for pre-project activities and construction phase work shall be given by NPCIL 3. NPCIL to confirm that to expedite the manufacturing, construction & installation, NPCILs approved third party inspection agencies can be deployed. If required NPCIL shall accord approval for additional third party inspection agencies meeting NPCIL qualification requirements. 4. O&M agreement & Tripartite agreement shall cover provision for compensation to User in case of lack of ability to supply power due to: (a) Fuel Supply Chain issues and price fluctuations (under DAE purview) and (b) Operational issues - under NPCIL Purview 5. NPCIL to confirm if auxiliary power consumption indicated includes power consumption of township and other facilities being constructed for BSRs.	1- Commercial 2 - Commercial 3 - QA coverage will be as defined in RFP. 4- Commercial 5 - Auxiliary power consumption indicated in RFP is only for Plant Auxiliary loads.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
664	25	M/s Tata Power Compnay Limited	NPCIL to confirm that detail design, engineering, BOQ, Specification, drawings, approved vendor list & vendor qualification requirement of complete BSR System including township design norms & training establishment, security establishment etc. shall be provided. NPCIL to also confirm that approval shall be accorded for additional vendors meeting NPCIL qualification requirement.	Required information will be provided to qualified USERs at appropriate time. User can recommend new vendors for qualification by NPCIL.
665	26	M/s Tata Power Compnay Limited	Since Fuel and Heavy water shall be property of DAE, DAE shall construct AFRF. DAE may construct AFRF common for multiple users. Terms and conditions for use of AFR being constructed by DAE shall be similar to 220 MW NPCILs' PHWRs and same shall be shared upfront.	Regarding AFR facility, conditions provided in RFP will be applicable.
666	27	M/s Tata Power Compnay Limited	Considering 6% annual escalation, O&M cost for 2030-31 works out to be very high. User request NPCIL to re-visit O&M expenditure indicated in Annexure-2 as it is very high and indicate optimised O&M cost applicable in 2030-2031 and annual escalation applicable beyond 2030-2031. Non-critical O&M activities can be performed by User under NPCIL supervision for optimising O&M cost. NPCIL to also indicate insurance charges applicable.	O&M cost indicated in RFP is the actual cost for similar operating plants.
667	28	M/s Tata Power Compnay Limited	The RFP mentions the provisioning for NPCIL exit (via, Exit Clause) with DAE presuming the responsibilities. However, we propose that this exit of NPCIL shall be post consent of the USER, & subject to execution of the agreement with DAE taking over the obligations of NPCIL. Also, any disruption leading to operational/ financial loss to USER should be compensated by NPCIL without delay.	RFP terms & conditions shall prevail.
668	29	M/s Tata Power Compnay Limited	We understand that we will identify site considering exclusion zone of 0.5 km. NPCIL to confirm.	Current requirement of EZ as per AERB siting code (AERB/NF/SC/S Rev1) is 1 km. A proposal for reduction of EZ to 0.5 km have been submitted and is under review in AERB.
669	30	M/s Tata Power Compnay Limited	User request NPCIL & AERB to revisit SDVs considering enhanced safety features in BSRs and new norms applicable globally.	Requirements of AERB siting codes/guides will be applicable.
670	31	M/s Tata Power Compnay Limited	NPCIL to indicate expected shutdown period for these activities. Further NPCIL shall check and confirm that plant life to be considered for tariff calculation as 40 years will be excluding the shutdown required for En-masse Coolant Channel Replacement and En-masse Feeder Replacement i.e. useful life of reactor for tariff calculation shall be 40 years + shutdown for Enmass coolant channel and feeder replacement.	Expected shutdown periods for EMCCR & EMFR is indicated in RFP.
671	32	M/s Tata Power Compnay Limited	Since EMCCR / EMFR will be after 20-25 Years, we understand that fuel loading will be done between 20-25 years and fuel recovery charges shall be calculated accordingly.	RFP terms & conditions shall prevail.
672	33	M/s Tata Power Compnay Limited	NPCIL shall re-visit PLF. With Plant load factor of 72.5%, tariff will be very high and project will not be viable. User Request NPCIL to consider plant load factor of 90%.	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%. However the actual availability is expected to be higher as per historical trend of similar operating NPPs. Actual Plant availability depends upon mutiple factors.

Pre-Proposal Clarifications – Response to RFP no. NPCIL/BSR-220MWe/2024/01

Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
673	34	M/s Tata Power Compnay Limited	<p>1. It is suggested to revise qualification requirement mentioned under point no. ii. a) as under:</p> <p>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.</p> <p>OR</p> <p>USER sister group company/ies has requirement of electricity of about 2500 MU per year which User sister group company/ies intend to meet from BSRs plants. If required, User may form Special Purpose Vehicle (SPV) or Joint Venture (JV) with sister group company/ies for implementation of BSRs.</p> <p>2. Regarding point no. iix. b) of qualification requirement, we request NPCIL to clarify that at granular level, what would be the exact criteria regarding high safety margin and low financial risk in terms of credit rating (e.g. Net Debt/EBITDA, Debt/Equity)? Do we follow credit rating assessments done by Indian (CARE, ICRA, CRISIL, India Ratings) or foreign credit rating agencies for this purpose?</p> <p>NPCIL to also confirm that If User is SPV or JV, networth and credit rating of majority stakeholder shall be considered for meeting qualification requirement.</p>	Refer RFP Annexure-3 and Corrigendum-IV
674	35	M/s Tata Power Compnay Limited	Cost indicated is for projects completed around 15 Years back. Also, cost is for expansion project wherein some of the existing infrastructure of existing units have been used. NPCIL shall share specification, drawings and BOQ for 2 x 220 MW BSRs and approved vendor list to estimate cost of 2 x 220 MW BSRs.	Relevant Details will be shared after signing NDA
675	36	M/s Tata Power Compnay Limited	<p>User request NPCIL, DAE and GoI to consider following benefits and incentives to make BSRs techno-commercially viable:</p> <ol style="list-style-type: none"> 1. Benefit of green power to be extended & MoP, GoI and State Govt shall waive off ISTS and State Transmission charges. 2. GoI shall provide following financial incentives and shall waive off following taxes and duties: <ol style="list-style-type: none"> 2.1 GoI allow framework for raising capital via Clean Bonds. These Clean Bonds should enjoy tax benefits like the Green Bonds and / or Mega Projects. 2.2 Green loans below GoI rate with moratorium of PPA period 2.3 Concession in taxes & duties like GST, Customs, Imports and all kind of taxes and duties in relation to Construction and Operations for life span of the project. 2.4 Single window fast track statutory clearance for BSR adoption. 3. Power generated from BSR shall be treated as Base load. 4. Assistance from NPCIL for the USER in securing financing for the project under any master tripartite agreement with banks - at competitive interest rates. 5. Waiver of transmission charges, electricity duty and other charges. 6. Mandating Discoms for use of clean power from nuclear sources similar to renewable power obligation. 	RFP terms & conditions shall prevail.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
676	37	M/s Tata Power Compnay Limited	<p>a. Under the operation phase, will the employees involved in operation and maintenance activities fall under the direct employment of NPCIL, or will they be considered employees of the USER?</p> <p>b. Can you clarify as to who will be responsible for compliance with applicable labour laws, statutory obligations, and employee liabilities, including gratuity, insurance, and provident fund contributions?</p> <p>c. Can it be clarified that in the event of a labour dispute or non-compliance with statutory requirements, etc., the sole cost and risk shall remain with NPCIL?</p>	RFP terms & conditions shall prevail.
677	38	M/s Tata Power Compnay Limited	<p>The present Clause envisages that the USER may approach the State Government seeking a lease for a period of 99 years or more. However, in terms of Annexure-2 [Page 39], the operational life of the plant shall be for a period of about 40 years.</p> <p>In such a case, kindly clarify the rationale for a lease period of 99 years or more when the operational life of the project shall be about 40 years.</p>	RFP terms & conditions shall prevail.
678	39	M/s Tata Power Compnay Limited	<p>In the event should the vendors provided by NPCIL are not able to undertake the relevant works in a cost-effective manner, then would NPCIL consider approving other vendors as proposed by the USER?</p> <p>Further, if there are any delays or any works which are sub-standard carried out by such vendors, then how would NPCIL propose to address such concerns?</p>	User can recommend new vendors for qualification by NPCIL.
679	40	M/s Tata Power Compnay Limited	<p>As per Clause (vii)(b)(iv) [Page 10] as well as Clause (i) [Page 6], the entirety of the NPP Assets shall be transferred to NPCIL once the project has been fully constructed under a long term comprehensive O&M agreement (Agreement 3) at a value of Rs. 1.</p> <p>The present Clause is inconsistent with the aforesaid Clauses as this clause talks about stage wise transfer of NPP Assets instead of one single transfer once the construction has been completed. The same may be clarified. It may further be clarified that if NPCIL requires transfer of assets stage-wise for securing approvals, then what would be the mode and manner of such transfer?</p>	Micro detailing for the relevant agreements can be mutually agreed upon at the appropriate juncture within the existing regulatory framework.
680	41	M/s Tata Power Compnay Limited	<p>(a) At what stage is the said tripartite agreement to be signed between the parties? Would it be subsequent to execution of Agreement 3?</p> <p>(b) Would there be any pre-agreed costs for the leasing of fuel and heavy water?</p> <p>(c) Would any variation in costs of these materials be at the risk of the USER for the life of the Project?</p> <p>(d) Please clarify that NPCIL/DAE shall indemnify (which includes but is not limited to the cost of electricity/ restitution for loss of generation) the USER against all costs and losses that are incurred as a result of disruption in the supply of fuel and/or heavy water.</p>	RFP terms & conditions shall prevail.
681	42	M/s Tata Power Compnay Limited	Would NPCIL indemnify the USER in the event this PLF is not achieved?	RFP terms & conditions shall prevail.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
682	43	M/s Tata Power Compnay Limited	<p>As per the disclaimer issued to the present RFP, the information provided may depend on the interpretation of law, is not intended to be an exhaustive account of the statutory requirements and should not be regarded as complete or authoritative statement of law.</p> <p>Thus, the setting up of the BSR is at a very nascent stage. In light of the same, there might be further queries in addition to the present queries or queries emanating from NPCIL's responses to the present queries. Therefore, it may be clarified or the present RFP may be suitably amended to provide for further queries.</p>	RFP terms & conditions shall prevail.
683	44	M/s Tata Power Compnay Limited	<p>".....against intangible asset. i.e. right of the USER to have beneficial ownership of the electricity." In the RFP, there is some ambiguity regarding ownership of asset. Whether asset will initially be in the books of Tata Power and then transferred to NPCIL? If yes, then since capital asset is transferred at inadequate consideration, there could be implications of section 50C /50D and Tata Power may have capital gain implication. As mentioned in above point, the word transfer is creating ambiguity.</p> <p>Further, please note that tax implications will depend upon the accounting treatment. Hence, RFP needs to provide clarity. In case of ownership, Tata Power will be eligible to claim depreciation. If there is no ownership since start of project, then accounting needs to be done as per "Right to Use" asset. The tax treatment shall depend on the accounting treatment, which is different for both scenarios.</p>	The broad methodology within the existing regulatory framework has been addressed in the RFP, for micro detailing, financial / Tax experts may be consulted.
684	45	M/s Tata Power Compnay Limited	<p>Please amend the USER definition para as under.</p> <p>"The Industry/ies intending to set up the BSR, (hereinafter referred as "USER", which term shall also include a reference to its Affiliates when referred to under qualification requirements under Annexure 3 of the RFP) 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). For the purposes of this RFP, a) "Affiliate(s)" shall mean a company that either directly or indirectly i. Controls; or ii) is Controlled by; or iii) is under common Control with the User (in the case of a single company) or with a member of the USER (in the case the User is a consortium); wherein "Control" shall mean ownership of at least twenty six percent (26%) of the voting right in an entity".</p>	Refer Annexure-3 and Corrigendum-IV of RFP
685	1	Association of Power Producers (APP), New Delhi	Request to allow DISCOMs to set up Nuclear Power Plant for distribution to consumers in their license area under the RFP issued by NPCIL.	This RFP is meant for captive Users only as per government of India guidelines. Refer Annexure-3 and Corrigendum-IV of RFP for Qualification requirement of USER.

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Overall Query no.	Query no.	Name of Company	Description of the query	Response from NPCIL
686	1	Tamil Nadu Power Producers Association (TNPPA)	<p>Request for following amendment in the RFP for consumption of electricity for own use to enable more CPPs participation in the said RFP.</p> <p>a) The USER's shareholders shall have an industrial/commercial unit which for its commercial/industrial has requirement of electricity of about 983 MUs per year, which the USER's shareholders intend to meet from the captive generating plant of the BSR.</p> <p>b) The USER shall have minimum net worth of Rs. 1.000 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.</p> <p>vi. USER shall be required to submit non-interest bearing EMD (Earnest Money Deposit)/ Proposal Security of Rs. 5 crores in the form of either deposit to NPCIL account or Bank Guarantee/Insurance Bond well within submission due date.</p>	<p>This RFP is meant for captive Users only as per government of India guidelines. Refer Annexure-3 and Corrigendum-IV of RFP for Qualification requirement of USER.</p>
687	1	M/s Torrent Power Ltd	To setup NPP for serving consumers of our licensee area under our DISCOM and thus request your support to allow DISCOMs to set up Nuclear Power Plant for sourcing power for their license area under the RFP issued by NPCIL.	<p>This RFP is meant for captive Users only as per government of India guidelines. Refer Annexure-3 and Corrigendum-IV of RFP for Qualification requirement of USER.</p>