



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)

(CIN : U40104MH1987GOI149458)



संविदा एवं सामग्री प्रबंधन निदेशालय
नाभिकीय ऊर्जा भवन,
ए-'O' ब्लॉक, तलमाला,
अणुशक्तिनगर, मुंबई - 400 094.
दुरभाष: 2599 3000 / 2599 1000
फैक्स: 91-22-2558 0741



DIRECTORATE OF CONTRACTS & MATERIALS MANAGEMENT

Nabhikiya Urja Bhavan,
A-'O' Block, Ground Floor,
Anushaktinagar, Mumbai - 400 094.
Tel.: 2599 3000 / 2599 1000
Fax : 91-22-25580741

Corrigendum-IV to RFP No. NPCIL/BSR-220MWe/2024/01

Ref.: CMM/BSR/2024/01

Date: 10.03.2025

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)

This has reference to the subject Request for Proposal. The following revision in the subject Request for Proposal (RFP) have been carried out:

- Revised Qualifying Requirements under clause (ii) of Annexure-3: Proposal related information of RFP Documents as per enclosed.
- Revised NDA clauses under clause (xviii) of Annexure-3: Proposal related information of RFP Documents as per enclosed.
- Revised Appendix-V (Non-Disclosure Agreement, (NDA)) to Request for Proposal is enclosed with.
- Clause no. 5.3 under INSTRUCTION SHEET of Request for Proposal is hereby deleted.
- Note under Clause no. 5.0 Opening of Proposals of INSTRUCTION SHEET of Request for Proposal is revised as :

“The EMD payment details and Appendix III: Integrity Pact shall be submitted in a SINGLE SEPERATE envelope inside the MAIN SEALED ENVELOPE. This envelope will be opened first to verify compliance towards above.”

- Proposal due date and date of opening of proposals have been rescheduled as per details given below:

Sl. No.	Event Description	Existing	To be read as
1.	Invitation of RFP (NIT)	31/12/2024, 15:00 Hrs	-----
2.	Last date for receiving queries	28/02/2025, 17:00 Hrs	-----
3.	Pre-Proposal meeting at venue mentioned above	12/02/2025, 11:00 Hrs	-----
4.	Authority response to queries latest by	17/03/2025, 17:00 Hrs	-----
5.	Proposal Due Date	31/03/2025, 11:00 Hrs	30/04/2025, 11:00 Hrs
6.	Opening of Proposals	01/04/2025, 14:00 Hrs	02/05/2025, 14:00 Hrs
7.	Declaration of eligible / qualified USERS based on QR Evaluation and responsiveness of proposal	Within 90 Days from Proposal Due Date	-----
8.	Validity of Proposal	180 days from Date of declaration of QR Results	-----
9.	Date and Time of Opening (Line no. 12 of Invitation to Request for Proposal (RFP) at page 1 of 89 of RFP)	01/04/2025, 14:00 Hrs. IST	02/05/2025, 14:00 Hrs

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)

Corrigendum-IV to RFP No. NPCIL/BSR-220MWe/2024/01

CHANGES IN QUALIFICATION REQUIREMENTS IN ANNEXURE-3, CLAUSE-ii OF RFP

➤ **Clause no. ii, under Annexure-3: Qualification Requirements is revised as:**

- ii. Along with the proposal, USER shall furnish all the information as specified in the Qualification Requirements (QR) for twin units of 220 MWe project as mentioned below:

- a. *The USER shall have an industrial/commercial unit which, for its commercial/industrial activities has requirement of electricity of about 2500 MUs per year, which the USER intends to meet from the captive generating plant of the BSR.*

Note: The total requirement of electricity of about 2500 MUs per year can be met by the USER or its Affiliate(s) together. “AFFILIATE” shall mean a company that, directly or indirectly” i) controls ; or ii) is controlled by ; or iii) is under common control of the entity controlling the USER, wherein “control” shall mean ownership of at least 26% of the voting right in Affiliate Company.

- b. *The USER shall have minimum net worth of Rs. 3000 Crores in the preceding financial year (2023-24) and should have credit rating corresponding to high degree safety regarding timely servicing of financial obligations and very low credit risk from credit rating agencies, authorized to operate in India.*

Note: Minimum net worth requirement of Rs. 3000 Crores in the preceding financial year (2023-24) is to be considered as sum total of the net worth of the USER or its controlling entity. The credit rating of either the USER or its controlling entity is to be considered wherein “control” shall mean ownership of at least 26% of the voting right in Affiliate Company.

Note: Documentary Evidence in support of above duly certified by Statutory Auditor of USER shall be submitted along with their proposal.

Corrigendum-IV to RFP No. NPCIL/BSR-220MWe/2024/01

Changes in Non-Disclosure Agreement (NDA) related clauses in RFP BSR

➤ **Clause no. xviii under Annexure-3: Proposal related information is revised as:**

At the time of seeking information by the Proposer (Receiving Party) from the Authority (NPCIL i.e. Disclosing Party), the Receiving party shall submit to the Disclosing party a Declaration certifying that:

1. The Receiving Party 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.

Note: The total requirement of electricity of about 2500 MUs per year can be met by the USER or its Affiliate(s) together. "AFFILIATE" shall mean a company that, directly or indirectly" i) controls ; or ii) is controlled by ; or iii) is under common control of the entity controlling the USER, wherein "control" shall mean ownership of at least 26% of the voting right in Affiliate Company.

2. The Receiving Party have minimum net worth of Rs. 3000 Crores in the preceding financial year (2023-24) and should have credit rating corresponding to high degree safety regarding timely servicing of financial obligations and very low credit risk from credit rating agencies, authorized to operate in India.

Note: Minimum net worth requirement of Rs. 3000 Crores in the preceding financial year (2023-24) is to be considered as sum total of the net worth of the USER or its controlling entity. The credit rating of either the USER or its controlling entity is to be considered wherein "control" shall mean ownership of at least 26% of the voting right in Affiliate Company.

If felt necessary, the Authority (NPCIL) may seek supporting documents with regard to above declaration. The person authorised to sign NDA agreement on behalf of Receiving Party shall have duly executed Power of Attorney.

The NDA shall be signed in the Format as per **Revised Appendix-V (Non-Disclosure Agreement (NDA))**, with compliance of necessary legal requirement.

The authorised person of Receiving party, fulfilling above requirements shall come to office of the Disclosing party, and sign Non-Disclosure Agreement to receive Disclosing party's Confidential Information.

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

NON DISCLOSURE AGREEMENT

DEFINITIONS

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

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

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

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

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

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

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

2. PURPOSE OF THIS AGREEMENT. The purpose of this Agreement is to disclose confidential information directly or indirectly to the Receiving Party against this RFP (RFP No. NPCIL/BSR-220MWe/2024/01). The disclosed information provided in any form shall be kept confidential.

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

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

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

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

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

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

- 5.3** Not disclose to a third party the fact of this Agreement or the nature of Confidential Information received hereunder;
- 5.4** Not disclose any of Disclosing party's Confidential Information to employees, or employees of Affiliates, whose functions are not necessary for fulfilling the purpose of this Agreement;
- 5.5** Not use any of Disclosing party's Confidential Information (including tests, evaluations, and information derived therefrom) except for accomplishing the Agreement Purpose;
- 5.6** Not analyze or reverse engineer Confidential Information for the purpose of determining components or structure, or make it available to a third party for analysis;
- 5.7** Not include any of Disclosing party's Confidential Information, or any information developed by Receiving party that is based upon, arises out of, and/or is derived from Disclosing party's information, in any patent application without the written consent of the Disclosing party's
- 5.8** Receiving party shall disclose the Confidential Information only to such of its representatives for the Agreement Purpose.

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

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

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

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

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

5.11.3 to the extent technically and legally practicable, erase all the Disclosing Party's Proprietary Information which is stored in electronic form on systems and data storage services provided by Third Parties; and

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

5.12 However, the foregoing obligations shall not prevent Receiving party from

disclosing only those portions of Confidential Information that are required to be disclosed by law, government regulation or court order, provided that Receiving party provides reasonable prior notice to the Disclosing party of such required disclosure and takes reasonable lawful measures to avoid or minimize such disclosure, including providing reasonable assistance to Disclosing party with respect to any appropriate action that Disclosing party may decide to take.

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

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

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

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

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

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

7. GENERAL PROVISIONS.

- 7.1 **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written and oral communications and agreements relative to information disclosed on or after the Effective Date.
- 7.2 **AMENDMENTS:** No amendment, modification, waiver or extension of the terms of this Agreement shall be binding unless approved in writing and signed by an authorized representative of each of the Parties.
- 7.3 **NO GRANT OF LICENSE:** This Agreement shall not be construed as granting Recipient a right to a license, implied or otherwise, under any patent, trademark, trade secret, or other rights now or hereafter owned or controlled by Discloser.
- 7.4 **DISCLAIMER OF WARRANTIES:** The Discloser does not make any warranty, guarantee, or representation with respect to any information or material provided hereunder, either express or implied, other than it has the lawful right to provide such information or material.
- 7.5 **DISCLAIMER OF LIABILITY:** Neither Party shall be liable for damages as a result of lawfully receiving or disclosing information hereunder or as a result of the other Party's reliance on or use of information disclosed hereunder.
- 7.6 **DISCLAIMER OF BUSINESS RELATIONSHIP:** This Agreement shall not be construed as creating a business relationship, an obligation to enter into a business relationship, an agency, partnership or joint venture relationship, or an obligation or right to purchase or sell goods or services.

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

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

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

8. EXECUTION: This Agreement is executed by authorized representatives of the Parties, who agree to all the terms and conditions hereof. This Agreement may be signed in separate counterparts with an inked handwritten signature, each of which counterparts when so executed and delivered in hard copy form as executed, shall be deemed to be an original, but all of which taken together shall constitute a fully executed instrument, e.g., partially executed signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. In addition, fully executed instruments, in counterpart or non-counterpart format, bearing one or more, or all signatures that have been converted to electronic format (e.g., PDF, Fax,) and thereafter fixed in a tangible copy before or after being electronically transmitted (e.g., by fax or e-

Mail) shall be effective in all respects and treated the same as original hand written signatures placed on hard copies. The Parties shall endeavor to provide inked signature versions at a later convenient time, but the failure or refusal to exchange such inked signature versions shall not undermine the validity or enforceability of this Agreement.

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