ALL CORRESPONDENCE TO BE ADDRESSED TO THE GENERAL MANAGER

# Central Electricity Board

CORPORATE OFFICE
P.O. BOX 134 | Rue du Savoir | Cybercity, Ebène 72201
MAURITIUS

TEL No. :(230) 404 2000
TELEFAX No. :(230) 454 7630 / 7632
E-MAIL :ceb@intnet.mu
WEBSITE :ceb.mu
VAT Reg. No. :VAT22000591
BRN :F07000041

OUR REF: **RFP/CPR/2026/10508_Add 2**

YOUR REF:

**17 June 2026**

**Attention: All Bidders**

Dear Sir/Madam,

**RFP/CPR/2026/10508: Purchase Of Electrical Energy from 10 X 10 MWac Renewable Energy Hybrid Facilities in Mauritius**

**Addendum No. 2**

## Addendum to the RFP

### Part A

We refer to Section 4.2 (a) (i) of the RFP document and wish to inform bidders that same has been amended as mentioned below:

> *"(i) The Bidder shall have experience in developing at least two solar PV projects of 10 MWac each connected to a voltage network of at least 11 kV network.* ***AND*** *the bidder must also demonstrate experience in developing one BESS of at least 10MWh. The projects should have been commissioned in the 10 Financial Years immediately preceding the Bid Due Date. Such experience shall be evidenced by the commissioning certificate issued by the relevant government authority/client/independent engineer, certifying the capacity of the solar PV project and the BESS which has been commissioned, the voltage level of the network to which the project is connected, and date of commissioning of the relevant solar PV project along with BESS. To the extent, the Bidder has undertaken such solar PV projects and the BESS in the capacity as an EPC contractor/sub-contractor where the commissioning certificate has been issued in the name of the developer, it shall submit the completion certificates issued by the developer to it, certifying completion of works, the capacity of the solar PV project and the BESS which has been commissioned, the voltage level of the network to which the project is connected, and the date of commissioning of the relevant solar PV project along with BESS"*

### Part B

We refer to Section 4.2 (a) (ii) of the RFP document and wish to inform bidders that same has been amended as mentioned below:

> *"(ii)The Bidder shall have experience in operation and maintenance of one solar PV project with a minimum contracted capacity of 10 $MW_{AC}$ for an aggregate period of 5 years, in the 10 Financial Years immediately preceding the Bid Due Date. Such experiences shall be evidenced by letters/certificates issued by the relevant government authority/project owner, certifying that the Bidder has undertaken*

*operations and maintenance obligations for the relevant project in accordance with the terms of the underlying contract."*

**Part C**

We refer to Section 3.3 (b) (iii) of the RFP document and wish to inform bidders that the section has been amended as follows:

*"(iii) the Members, whose Technical Capacity or Financial Capacity was assessed for the purpose of qualification, shall individually hold not less than 26% of the total Equity and voting rights of the SPV until 1 year after the Project COD. Where the Lead Member demonstrates the Technical Capacity or Financial Capacity, then only the shareholding restriction set out in Section 3.3(b)(ii) shall apply to the Lead Member.*

*Where the Technical Capacity requirement is satisfied through an EPC Contractor and/or an O&M Contractor, such EPC Contractor and/or O&M Contractor does not need to be a shareholder in the SPV. The Power Generator shall, however, ensure that such EPC Contractor and/or O&M Contractor remain engaged for the performance of the relevant obligations under the PPA.*

*Any replacement of the EPC Contractor and/or O&M Contractor after execution of the PPA shall require the prior written consent of CEB, such consent shall not to be unreasonably withheld where the proposed replacement Contractor demonstrates technical experience and capability equivalent to or better than that of the contractor originally proposed.*

*Where the proposed replacement EPC Contractor and/or O&M Contractor does not satisfy the foregoing requirements, the CEB may reject the proposed replacement and, if the Power Generator fails to appoint an acceptable replacement within a period of one month, the CEB shall be entitled to terminate the PPA and encash the Development Security in accordance with the terms of the PPA.*

*The EPC Contractor shall remain engaged in relation to the Project until the achievement of COD or such extended period as may be agreed between the Power Generator and the EPC Contractor.*

*The O&M Contractor shall remain engaged for the operation and maintenance of the Project for a minimum period of two (2) years following Project COD.*

The above amendments shall supersede the provisions stated in the RFP in particular Section 4.2 (b) (ii) (Technical Criteria) and Section 5.3 of Annex 6 (Format for JV Agreement)

The above provisions shall also apply in case the bidder submitted a bid as a Single Entity.

Note that the above provisions shall supersede Reply 3 in Clarification 1.

**Part D**

We refer to Section 3.2 (a) (i) (B) (I) of the RFP document and wish to inform bidders that the following paragraph has been deleted:

*" the direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 20% (twenty percent); or"*

**Part E**

We refer to Section 8(p) of the Letter of Bid (Annex 1) and wish to inform bidders that the following amendment has been made:

*"We hereby declare that neither we nor any of our Affiliates have submitted more than two (2) Bids under this RFP, whether individually, as a JV member, or through any other arrangement. We further declare that neither we nor any of our Affiliates are subject to any conflict of interest in relation to this RFP"*

**Part F**

We refer to Page 50 of the RFP Document in particular the last row "Lock in Restrictions and Change in Control" and wish to inform bidders that the following extract has been deleted:

*"and Annex 11 – Format for Certificate of Shareholding of Bidder"*

**Part G**

We refer to last line of Section 28.2 of the RFP Document and wish to inform bidders that reference to "Section 25.2" is being deleted and replaced by "Section 28.2".

**Part H**

We refer to Section 3.2 (c) the RFP Document and wish to inform bidders that following sentence has been deleted.

*"Following execution of the PPA, the lock-in restrictions set out in Section 3.3 will apply to the Selected Bidder."*

**Part I**

We refer to last line of Section 15.1 (e) the RFP Document and wish to inform bidders that "Annex 4" is being replaced by "Annex 5B".

**Part J**

We refer to the definition of "Project" in Glossary and wish to inform bidders that same has been amended as follows:

"means the 10 MWac solar PV with BESS developed by the Power Generator pursuant to this RFP, having an interconnection point into the grid at the Point of Delivery.

"Projects" shall be construed accordingly.

# Addendum to the PPA

## Part A

### Article 1.1: Definitions

1. A definition for Condition Subsequent Longstop Date is inserted as follows:

   *"Conditions Subsequent Longstop Date has the meaning ascribed to it in Article 2.2(d)"*

2. The definition of "Contracted Capacity" is deleted and replaced as follows:

   *"Contracted Capacity" means the lesser of 10 MWac and the commissioned capacity measured at the Point of Delivery based on the Commissioning Tests, subject to Section 5.6(c)."*

3. A definition for Maximum Capacity is inserted as follows:

   "*Maximum Capacity means 10MWac*"

## Part B – Conditions Subsequent

1. The first paragraph of Article 2.2(d) is amended as follows:

*"Within [7 (seven) Months] from the Execution Date (**Condition Subsequent Longstop Date**), the Renewable Power Distributed Generator shall satisfy the following conditions subsequent (if not already fulfilled on the Execution Date) and submit the required documents evidencing fulfilment of the conditions subsequent to CEB within the timelines set out below:"*

2. Article 2.4(c) is deleted in its entirety and replaced by new Article 2.4(c) as follows:

"*Notwithstanding anything to the contrary, in case the delay referred to Article 2.3(a) continues for more than 3 (months) from the Condition Subsequent Longstop Date, CEB shall be entitled to terminate this Agreement by issuing a notice to the Renewable Power Distributed Generator. If the Agreement is terminated due to Renewable Power Distributed Generator's failure to achieve its conditions subsequent under Article 2.2(d), within the timelines prescribed therein or any extended timelines, CEB shall be entitled to, without further notice, encash the Development Security in full.*"

3. A new Article 13.1(m) is inserted as follows:

*"Failure to achieve all the Conditions Subsequent on or before 3 (three) months after the Conditions Subsequent Longstop Date."*

## Part C

Article 3 of the PPA is amended as follows:

"***3. MAXIMUM CAPACITY AND DEVELOPMENT SECURITY***

*3.1 The Renewable Power Distributed Generator shall configure the Project components with the objective of supplying renewable solar power to CEB. Accordingly, the Maximum Capacity shall be the rated capacities of the Project components, in the following configuration:*

*(a) Maximum Solar PV Capacity: 10 $MW_{AC}$*
*(b) BESS: [•] $MW_{AC}$ / [•] MWh"*

**Part D – EPC Contractor**

1. **Article 1.1: A new definition for EPC Contractor is inserted as follows:**

*"means [INSERT NAME OF EPC CONTRATOR]] identified by [INSERT NAME OF SELECTED BIDDER] pursuant to RFP dated 13 April 2026 bearing reference RFP-CPR-10508"*

2. **A new Article 2.2(d)(v) is inserted as follows:**

*"if applicable, appoint the EPC Contractor and provide CEB with a certified true copy of the executed EPC Contract"*

3. **A new Article 5.1(d) is inserted as follows:**

*"5.1(d) EPC Contractor (If Applicable)*

*(i) The EPC Contractor shall remain engaged for the design, procurement, construction, testing and commissioning of the Project until achievement of Project COD.*

*(ii) The Renewable Power Distributed Generator shall not terminate, replace, novate, assign or otherwise change the EPC Contractor, nor permit any material amendment to the EPC Contract that may adversely affect the implementation of the Project, without the prior written consent of CEB.*

*(iii) Any request for replacement of the EPC Contractor shall be submitted to CEB together with:*
   *I. the reasons for the proposed replacement;*
   *II. details of the proposed replacement EPC Contractor; and*
   *III. evidence demonstrating that the proposed replacement EPC Contractor possesses qualifications, technical expertise and experience that are equal to or better than those of the EPC Contractor identified in the RFP.*

*(iv) CEB may, acting reasonably, approve or reject any proposed replacement of the EPC Contractor.*

*(v) In case of rejection of proposed EPC Contractor, the RE Renewable Power Distributed Generator shall identify a new EPC Contractor within a period of one month from the rejection of initially proposed EPC Contractor*

(vi) *Any replacement of the EPC Contractor without the prior written consent of CEB shall constitute a material breach of this Agreement and shall entitle CEB to exercise its right to terminate the Agreement in accordance with Article 13.1."*

4. **A new Article 13.1(m) is inserted as follows:**

*"change, replacement, termination, novation or assignment of the EPC Contractor engaged for the Project prior to Project COD without the prior written consent of CEB"*

**Part E – O&M Contractor**

1. **Article 1.1: A new definition for Operation and Maintenance Contractor is inserted as follows:**

*"means [INSERT NAME OF O&M CONTRATOR]] identified by [INSERT NAME OF SELECTED BIDDER] pursuant to RFP dated 13 April 2026 bearing reference RFP-CPR-10508"*

**2. A new Article 2.2(d)(vi) is inserted as follows:**

*"if applicable, appoint the O&M Contractor and provide CEB with a certified true copy of the executed O&M Contract"*

**3. A new Article 5.1(e) is inserted as follows:**

*"5.1(e) O&M Contractor (If Applicable)*

*(i) The O&M Contractor shall remain engaged for at least 2 (two) years after the Project COD.*

*(ii) The Renewable Power Distributed Generator shall not terminate, replace, novate, assign or otherwise change the O&M Contractor, nor permit any material amendment to the O&M Contract that may adversely affect the operation and maintenance of the Project, without the prior written consent of CEB.*

*(iii) Any request for replacement of the O&M Contractor shall be submitted to CEB together with:*

*I. the reasons for the proposed replacement;*
*II. details of the proposed replacement O&M Contractor; and*
*III. evidence demonstrating that the proposed replacement O&M Contractor possesses qualifications, technical expertise and experience that are equal to or better than those of the O&M Contractor identified in the RFP.*

*(iv) CEB may, acting reasonably, approve or reject any proposed replacement of the O&M Contractor.*

*(v) In case of rejection of proposed O&M Contractor, the RE Renewable Power Distributed Generator shall identify a new O&M Contractor within a period of one month from the rejection of initially proposed O&M Contractor*

(vi) *Any replacement of the O&M Contractor without the prior written consent of CEB shall constitute a material breach of this Agreement and shall entitle CEB to exercise its right to terminate the Agreement in accordance with Article 13.1."*

**4. A new Article 13.1(n) is inserted as follows:**

*"change, replacement, termination, novation or assignment of the O&M Contractor engaged for at least 2 (two) years after the Project COD without the prior written consent of CEB"*

**Part F - Guaranteed Operating Characteristics)**

The first paragraph of Article 8.2(c)(v) is deleted and replaced as follows:

*"The Renewable Power Distributed Generator shall ensure that the Project complies with the guaranteed operating characteristics set out in Schedule 9 (**Guaranteed Operating Characteristics**), failing which the penalties set out below will apply. A grace period of six (6) months from the project COD shall be provided, during which no penalty shall be applicable.*

**Part G - Limitation of Liability**

Article 12.3 (a) of the PPA has been amended as follows:

*"Without prejudice to CEB's rights and remedies available under the Applicable Laws, the aggregate liability of the Renewable Power Distributed Generator to CEB under this Agreement shall in no event and for any reason whatsoever, exceed MUR 2,000,000 (two million) per $MW_{AC}$ for the entire Term."*

**Part H – Non-Natural Force Majeure Events**

A new Article 16.1 (a) (ii)(e) is inserted as follows:

*"any of the Applicable Permits not being granted by relevant Governmental Authorities upon application having been duly made by Renewable Power Distributed Generator and diligent efforts having been made by Renewable Power Distributed Generator to obtain such Applicable Permits;"*

**Part I – Change in Law Threshold Amount**

The threshold amount in Article 18.1 (a) of the PPA and in Clause 8.4 (b) of the GSA has been updated as follows:

*"In the event a Change in Law results in any Material Adverse Effect/Material Positive Effect to the Renewable Power Distributed Generator in excess of US$ 30,000 (thirty-thousand), to ensure that the Renewable Power Distributed Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Renewable Power Distributed Generator/ CEB shall be entitled to increase or decrease the Tariff, as the case may be, in accordance with the compensation formula set out in Schedule 13. Alternatively, depending on the impact of the Change in Law, a lump sum payment may be made to address the financial impact of the Change in Law on the Renewable Power Distributed Generator or CEB (either as a one-time compensation or by way of instalments).*

**Part J - Cyclone**

A new paragraph is inserted under Article 1.2.1 of Schedule 1 as follows:

*"The mounting structures and any buildings within the facility shall be designed, engineered and constructed to withstand cyclonic conditions, including wind gusts exceeding 280 km/hr over a 3-second period."*

A new Article 8.2(b)(vi) is inserted as follows:

*"Notwithstanding anything to the contrary in this Agreement, Forecasting Penalties shall not apply during the period for which a Cyclone Class 3 or Cyclone Class 4 warning is officially in force as declared by a Governmental Authority."*

A new Article 9.6 is inserted as follows:

*"9.6 Post Cyclone Recovery Period*

*(a) The Renewable Power Distributed Generator shall promptly notify CEB of any cyclone-related damage and shall provide reasonable evidence of the nature and extent of such damage together with a recovery and restoration plan. The Renewable Power Distributed Generator shall use all reasonable efforts to restore the Project to full operational capability as soon as practicable.*

*(b) The Renewable Power Distributed Generator shall be entitled to post-cyclone recovery periods following cyclone-related damage to the Project.*

(c) *The aggregate duration of all such recovery periods shall not exceed twelve (12) Months during the Term.*

(d) *During any approved post-cyclone recovery period, Forecasting Penalties, DFR Damages and Generation Shortfall Liquidated Damages shall not apply to the extent that the affected performance is directly attributable to cyclone-related damage to the Project.*

(e) *Upon expiry of the aggregate 12 (twelve) Month post-cyclone recovery entitlement referred to in Clause (d), the Renewable Power Distributed Generator shall remain fully liable for compliance with all obligations, performance standards and damages provisions under this Agreement."*

A new Section is inserted in Schedule 4 Annex 4.1, 3(a)(xiii) as follows:

*"certify the civil and structural designs of the Project are cyclone resistant"*

**Part K – DFR Damages**

Article 9.1 (d) is deleted and replaced by new Article 9.1(d) as follows:

*"In addition to the requirements set out in Article 9.1(b) above, the Renewable Power Distributed Generator shall export power from the Project, to match the demand profile provided by CEB and as set out in Schedule 9: Part 2 (**Demand Profile**). The Renewable Power Distributed Generator shall be required to maintain a Demand Fulfilment Ratio (**DFR**) of at least [90% (ninety percent)] on a daily basis. "DFR" for a particular time-block shall be calculated as follows: DFR = [Actual Power Injected by the Renewable Power Distributed Generator (MW) in a particular time block/ Revised Forecast (MW) for the corresponding time block], subject to the max value of DFR being 1 (one). The Demand Profile has to be met on a Day-to-Day basis and evaluated on a daily basis pursuant to Article 9.1 (e).*

*For avoidance of doubt and by way of example only, DFR Damages shall be calculated as per the example set forth in Schedule 21 of this Agreement"*

Kindly note that a new Schedule 21 is added to the PPA and included as Annex 1 in this Addendum No.2

Article 9.1(e) is deleted in its entirety and replaced by new Article 9.1 (e):

*"9.1 (e) (i) The Renewable Power Distributed Generator's performance against DFR will be measured by calculating the average DFR of all the time-block during the day in a Contract Year in which power has been exported. Subsequent to Project COD, if for any Contract Year, in case the daily average DFR demonstrated by the Renewable Power Distributed Generator is less than [90% (ninety percent)] for a particular day, such shortfall in performance shall make the Renewable Power Distributed Generator liable to pay the penalty equal to [1.5 (one point five)] times the Tariff corresponding to the energy units not exported by the Renewable Power Distributed Generator as per the Demand Profile (**DFR Damages**).*

*(ii) DFR Damages shall not be applicable to the extent that any shortfall in DFR arises:*

*(a) due to curtailment instructions issued by CEB for grid security;*

*(b) during any period for which a Cyclone Class 3 and Cyclone Class 4 warning is officially declared by the relevant Governmental Authority;*

*(c) during Post Cyclone Recovery Period;*

(d) *more than one under-frequency event according to this Agreement and the National Grid Code; and*

(e) *where the Plane of Array (PoA) solar irradiation is below* ***3.0 kWh/m²/day*** *as measured by CEB Pyranometers in accordance with Schedule 22."*

Kindly note that a new Schedule 22 is added to the PPA and included as Annex 2 in this Addendum.

**Part L – Liquidated Damages for Generation Shortfall and Offtake Shortfall**

1. Article 9.2(a) is amended as follows:

*"In each Contract Year, the Renewable Power Distributed Generator shall supply to CEB at the Interconnection Boundary, as measured at the Point of Delivery, a minimum annual renewable energy corresponding to the* Declared Annual CUF. *Further, CEB agrees and undertakes to offtake energy corresponding to the Declared Annual CUF subject to variation allowed as per Article 9.1(c)."*

2. Article 9.2(b) is amended as follows:

*"**Generation Shortfall Liquidated Damages:** If the Renewable Power Distributed Generator fails to meet the Declared Annual CUF for any Contract Year, as set out in Article 9.2(a), for reasons not directly attributable to CEB, or Force Majeure Event, or unavailability or failure of the grid, it shall pay liquidated damages to CEB equivalent to [1.5 (one point five)] times of the Tariff for the quantum of shortfall in energy (Generation Shortfall Liquidated Damages).*

*The mechanism for computation of the shortfall in the Declared Annual CUF has been further detailed out under Schedule 10. For the purposes of computing generation shortfall, the energy supplied and metered at the Point of Delivery shall be taken into account."*

3. Article 9.2(c) is amended as follows:

*"The Parties agree and acknowledge that the determination and computation of the Renewable Power Distributed Generator's failure to achieve the Declared Annual CUF shall be done as part of the annual reconciliation to be conducted in accordance with Article 11.8."*

4. Article 9.2(e) is amended as follows:

*"[If the Renewable Power Distributed Generator fails to achieve the Declared Annual CUF for a continuous period 3 (three) Contract Years or the DFR for a consecutive period of [6 (six)] Months, then CEB shall have the option to either:*
*(i)consider such failure of the Renewable Power Distributed Generator as a Renewable Power Distributed Generator Event of Default, and in this scenario the consequences set out under Article 14.1 shall follow; or*

*(ii)decide to reduce the Declared Annual CUF or revise the Demand Profile for the remainder Term, upon receiving a one-time payment from the Renewable Power Distributed Generator equivalent to the shortfall of energy during the relevant period of default multiplied by: (i) 1.5 (one point five) times the Tariff in case of a reduction to the Declared Annual CUF; or (ii) 2 (two) times the Tariff in case of a revision to the Demand Profile. It is clarified for the avoidance of doubt that if CEB opts to reduce/revise the Declared Annual CUF or DFR Damages, as the case may be, then the liability of the Renewable Power Distributed Generator to pay the one-time payment set out above will be in addition to and not in derogation of the Renewable Power Distributed Generator's liability to pay the Generation Shortfall Liquidated Damages (in accordance with Article 9.2(b)) or DFR Damages (in accordance with Article 9.1(e)), as the case may be, which accrued during the period in which the relevant default subsists.]"*

5. Article 13.1(b) is amended as follows:

*"failure of the Renewable Power Distributed Generator to achieve the Declared Annual CUF for [3 (three) continuous years] and CEB opting to treat it as a Renewable Power Distributed Generator Event of Default in accordance with Article 9.2(e)(i);"*

6. Schedule 10 of the PPA is amended as follows:

*"For each Contract Year (except first anniversary of the Project COD), the Renewable Power Distributed Generator shall be required to achieve the Declared Annual CUF as specified in this Article 9.1. If the Actual CUF falls below the threshold of -5% of Declared Annual CUF , the energy shortfall shall be computed as follows:*

*Shortfall Energy (kWh) = (Declared Annual CUF (%)−Actual CUF (%))×Contracted Capacity (kW)×Number of Hours in the Year*

*where:*
*• Actual CUF (%) = Computation as per Article 1.1*
*• Declared Annual CUF (%) = As defined in Article 9.1 (b), and the calculation shall not include: (i) any period during which CEB has issued a curtailment instruction; (ii) any period of grid unavailability attributable to the CEB Interconnection Facilities; and (iii) the period for which a Force Majeure Event subsists*
*• Number of Hours = 8760/8784 hours as applicable for a full calendar/financial year of operation."*

**Part M – Guaranteed Operating Characteristics**

1. A new Schedule 3(h) is inserted in Schedule 9, Part 1 as follows:

*"The minimum inertia of the plant shall be 2s."*

2. Paragraph 4, Part 7 of Schedule 9 is deleted in its entirety and replaced as follows:

*"The Project shall at all-time maintain a MW absorption capacity equivalent to at least 20% of its Contracted Capacity for a duration of at least one hour (energy stored in MWh), for over-frequency regulation."*

**Part N - Format of Development Security**

Recital C of Schedule 16: is amended as follows:

*"We, [.....] [Please insert name of Bank/Insurance Company] through our Branch at [.....] [Please insert registered address of bank/Insurance Company], ("Bank") have agreed to furnish this Bank Guarantee by way of Development Security."*

**Part O – Late Payment Surcharge**

Clause 11.10 (a) is amended as follows:

*(a) In the event of delay in payment by CEB to Renewable Power Distributed Generator beyond the Due Date, the Late Payment Surcharge shall be payable by CEB to the Renewable Power Distributed Generator at the aggregate of the 'Key Rate' published*

*by the Bank of Mauritius, as revised from time to time, plus 650 (six hundred and fifty) basis points, calculated on a daily, non-compounding basis (**Late Payment Surcharge**).*

**Part P – Independent Engineer**

1. Article 4.1 has been amended as follows:

*"CEB shall appoint an Independent Engineer to facilitate the smooth construction and operation, to the extent required, of the Project, in accordance with the terms and conditions set out in Schedule 4."*

2. Section 1 (b) of Schedule 4 has been amended as follows:

*"CEB shall appoint the Independent Engineer within 2 months from the Execution Date and the appointment shall be valid until the Independent Engineer discharges all its functions under this Agreement."*

3. A new Section 2 (g) of Schedule 4 has been inserted as follows:

*"The Independent Engineer shall review, witness, verify and certify the installation, testing and commissioning of the Pyranometer System referred to in Schedule 22."*

**Part Q – Capacity Shortfall Damage**

Article 5.6 (c) of the PPA is amended as follows:

*"If, as of the Commissioning Long Stop Date, the capacity commissioned is at least [90% (ninety percent)] of the Maximum Capacity set out in Article 3.1 (Threshold Capacity), then, the Project will be downsized to the extent of the commissioned capacity, subject to payment of liquidated damages by the Renewable Power Distributed Generator to CEB of MUR [40,000,000 (forty million)] per $MW_{AC}$ of shortfall between the Maximum Capacity and the commissioned capacity (Capacity Shortfall Damages)."*

**Part R - Forecasting**

A new Article 8.2(b) (vii) is inserted as follows:

*"Forecasting Penalties shall not apply during Curtailment;*

**Part S - Operation and Maintenance of Supply System**

A new Article 8.1 (d) is inserted as follows:

*"The maintenance of the Facility shall be carried out in accordance with the provisions set out in the System Operation Code of the Mauritius National Grid Code."*

**Part T**

(i) Schedule 1, Part 1.1 of the PPA is amended as follows:

*"The Project shall consist of [NUMBER OF INVERTER UNITS] Solar PV Inverter Units, each of capacity [CAPACITY in kVA], and BESS of [Capacity in MW]/ [Energy in MWh]. The installed capacity of the Project shall be [INSTALLED CAPACITY IN MWp].*

*(ii)* Schedule 9, Part 2 of the PPA is amended as follows:

*"The Renewable Power Distributed Generator shall, subject to Section below, start to export power to the grid as from 14:00 Hours, ramping up to a maximum of fifty percent (50%) of the Contracted Capacity by 15:00 Hours and thereafter maintaining the same output till 17:00 Hours.*

*Subsequently, the Renewable Power Distributed Generator shall increase the Project's exported power output to reach one hundred percent (100%) of its Contracted Capacity as from 18:00 Hours and maintain such output until 22:00 Hours."*

*(iii)* Schedule 9, Part 7 of the PPA is amended as follows:

*"The Project shall at all-time maintain a MW absorption capacity equivalent to at least 20% of its Contracted Capacity for a duration of at least one hour (energy stored in MWh), for over-frequency regulation."*

(iv) Schedule 9, Part 9 of the PPA is amended as follows:

*"The Project shall be designed to supply Maximum power (MWAC) for power factors ranging between 0.9 lagging and 0.9 leading, measured at the Point of Delivery. The resulting Reactive Power requirement shall be available from 20% of the Contracted Capacity of the Project at the Point of Delivery."*

(v) Schedule 9, Part 11(a) of the PPA is amended as follows:

*"The accuracy of the control performed and of the set point shall not deviate by more than ±2% of the set point value or by ±0.5% of the Contracted Capacity at the Point of Delivery, whichever yields the highest tolerance."*

**Part U**

Schedule 11 2(ii) is amended as follows:

*"Generation Compensation = (Tariff X Solar power (MW) offered X 1000 X No. of hours of grid unavailability beyond 48 (forty-eight hours)"*

Yours faithfully

**Chairman Tender Committee**

## Annex 1

## Schedule 21: Calculation of DFR Damages

Assessment: 30-min Time Block intervals

Acceptable DFR limit: 0.9

Max DFR is 1.0

Solar irradiation measured by CEB Pyranometer greater or equal to 3.0 kWh/$m^2$

| Time Block | Revised Forecast (MW) | Actual Power (MW) | DFR |
|---|---|---|---|
| 14:00-14:30 | 5 | 5 | 1.0 |
| 14:30 – 15:00 | 5 | 4.5 | 0.9 |
| 15:00 – 15h30 | 5 | 6 | 1.0 (1.2) |
| : | : | : | : |
| 19:00 -19h30 | 10 | 8 | 0.8 |
| **Average DFR for the day (Scenario 1)** | | | 0.9 (no DFR Damages) |
| **Average DFR for the day (Scenario 2)** | | | 0.8 (DFR Damage) |

**Assumption:**

- Energy exported during the day: Y MWh; and
- Accepted Tariff: T MUR/kWh

Applicable DFR Damages for the day = (0.9 – 0.8) x Y x 1.5 x T

Total = MUR Z

In the event Solar irradiation measured by CEB Pyranometer is less than 3.0 kWh/$m^2$, no DFR Damages will be applicable.

**Annex 2**

**Schedule 22: Pyranometers and Solar Irradiation Measurement**

(a) The Renewable Power Distributed Generator shall, at its sole cost and expense, procure, install

(i) one (1) main pyranometer designated as the "**CEB Main Pyranometer**"; and

(ii) one (1) backup pyranometer designated as the "**CEB Backup Pyranometer**",

for the purpose of measuring and recording solar irradiation at the Project and for determining the applicability of the DFR exemption related to solar irradiation under this Agreement. The testing and commissioning of the CEB Main Pyranometer and CEB Backup Pyranometer shall be undertaken by the Independent Engineer during the testing and commissioning phase.

(b) The CEB Main Pyranometer and CEB Backup Pyranometer shall be installed on the roof of CEB's side of the 22kV Switchgear Room. The location, mounting arrangement and orientation of the CEB Main Pyranometer and CEB Backup Pyranometer shall be mutually agreed between CEB, the Renewable Power Distributed Generator and the Independent Engineer, taking into consideration Good Industry Practice and the objective of obtaining representative solar irradiation measurements for the Project.

(c) The CEB Main Pyranometer and CEB Backup Pyranometer shall comply with IEC 61724-1 or any successor standard thereto, or such other equivalent standard as may be approved by CEB and the Independent Engineer, and shall, as a minimum, satisfy the following requirements:

a. Suitable for outdoor solar irradiation measurement;

b. Measurement tolerance within ±2%;

c. Supplied with initial calibration certificate traceable to a recognised standard;

d. suitable for operation under the climatic conditions prevailing in Mauritius;

e. compatible with the data acquisition, communication and software requirements specified in this Schedule; and

f. supplied complete with all required mounting structures, cabling, connectors, data acquisition equipment, communication equipment, software, hardware, user manuals and appropriate technical support **("Pyranometer System**").

(d) The CEB Main Pyranometer and CEB Backup Pyranometer shall be installed, operated, maintained and calibrated in accordance with the manufacturer's recommendations, Good Industry Practice and the requirements of this Schedule.

(e) The Pyranometer System shall be capable of acquiring and recording solar irradiation data at ten-minute intervals.

(f) The Renewable Power Distributed Generator shall provide the required software and hardware for acquiring, recording, viewing, exporting and retrieving the solar irradiation data from the CEB Main Pyranometer and CEB Backup Pyranometer. The software shall be made available to CEB and shall include all licences, user access rights, manuals, configuration details and technical support required for its proper use.

(g) The Renewable Power Distributed Generator shall also provide and maintain a cloud-based data storage and access solution for the solar irradiation data recorded by the CEB Main Pyranometer and CEB Backup Pyranometer. The cloud platform shall allow CEB to access, view, download and export the recorded data in a format acceptable to CEB.

(h) The cloud-based data storage solution shall retain all solar irradiation data recorded by the CEB Main Pyranometer and CEB Backup Pyranometer for the Term of this Agreement, unless otherwise agreed by CEB. The Renewable Power Distributed Generator shall ensure that the data are raw, time-stamped and non-editable records and are protected against loss, unauthorised alteration, deletion, overwriting, backdating, manual modification or unauthorised access.

(i) The pyranometer data transmitted to the software and cloud-based data storage solution shall be stored in such a manner that the historical recorded data cannot be modified, overwritten, deleted, backdated, manually altered or tampered with once recorded. CEB shall be provided with read-only access to the recorded data, including viewing, downloading and exporting rights. The software and cloud-based data storage solution shall include appropriate access control, cybersecurity protection and audit trail functionality to record any access, configuration change, data export, system event or attempted modification of the recorded data.

(j) The Renewable Power Distributed Generator shall ensure that the communication system required for transmitting the pyranometer data to the software and cloud-based storage solution is provided, tested and commissioned prior to Project COD. The communication system shall be designed to ensure reliable transmission of data from the CEB Main Pyranometer and CEB Backup Pyranometer.

(k) The Renewable Power Distributed Generator shall remain responsible, throughout the Term of this Agreement, for the operation, maintenance, availability, cybersecurity, licence validity, technical support and proper functioning of the software, communication system and cloud-based data storage solution required for acquiring, transmitting, storing, viewing, downloading and exporting the solar irradiation data.

(l) The Renewable Power Distributed Generator shall ensure that the software, communication system and cloud-based data storage solution remain available and operational at all times during the Term of this Agreement. In the event of any software failure, communication failure, cloud access failure, data storage issue, cybersecurity incident, loss of access or any other event affecting CEB's ability to access or retrieve the recorded solar irradiation data, the Renewable Power Distributed Generator shall promptly investigate and remedy the issue.

(m) The Renewable Power Distributed Generator shall supply the monitoring systems complete with the available software, hardware, user manuals, initial calibration certificates and appropriate technical support. The Renewable Power Distributed Generator shall also provide training to CEB's relevant personnel on the use of the software and retrieval of the recorded data.

(n) Prior to Project COD, the Renewable Power Distributed Generator shall be responsible for ensuring that the CEB Main Pyranometer, CEB Backup Pyranometer, software, hardware, communication system and cloud-based data storage solution are fully functional and acceptable to CEB.

(o) Upon successful commissioning and acceptance by CEB, CEB shall take over the operation and maintenance of the CEB Main Pyranometer and CEB Backup Pyranometer following Project COD.

(p) Following Project COD, CEB shall be responsible for the operation, maintenance, calibration, testing, repair and replacement of the CEB Main Pyranometer and CEB Backup Pyranometer.

(q) For the avoidance of doubt, the Renewable Power Distributed Generator shall remain responsible for the software, communication system and cloud-based data storage solution notwithstanding CEB's takeover of the operation and maintenance of the CEB Main Pyranometer and CEB Backup Pyranometer following Project COD.

(r) The Renewable Power Distributed Generator may install and operate one or more additional pyranometers for its own operational, monitoring or performance assessment purposes **("Renewable Power Distributed Generator Pyranometer")**.

(s) CEB shall maintain and calibrate CEB Main Pyranometer and CEB Backup Pyranometers.

CEB shall ensure that the deviation between the irradiation readings recorded by the CEB Main Pyranometer, the CEB Backup Pyranometer does not exceed two percent (2%), subject to measurement uncertainty, calibration tolerance and other factors reasonably accepted by CEB and consistent with IEC 61724-1 or any successor standard thereto, or such other equivalent standard as may be approved by CEB and the Independent Engineer.

(t) If the deviation between CEB pyranometers exceeds two percent (2%), CEB shall promptly investigate the cause of the deviation and shall repair, recalibrate or replace the affected pyranometer as soon as reasonably practicable.

(u) For the purposes of this Agreement, the solar irradiation data shall be determined in the following order of priority:

(i) the irradiation reading recorded by the CEB Main Pyranometer;

(ii) where the CEB Main Pyranometer is unavailable, defective, inaccurate, out of service, under calibration, or otherwise not providing reliable data, the irradiation reading recorded by the CEB Backup Pyranometer shall be used;

(iii) where both the CEB Main Pyranometer and the CEB Backup Pyranometer are unavailable, defective, inaccurate, out of service, under calibration, or otherwise not providing reliable data, the irradiation reading recorded by the Renewable Power Distributed Generator Pyranometer shall be used.

(v) Any dispute regarding the accuracy, availability or reliability of a pyranometer shall be referred to the Dispute Resolution provided in Article 22 for determination.

(w) The Renewable Power Distributed Generator shall retain all irradiation data recorded by the pyranometers for the Term and shall provide such data to CEB upon request in such format as may be reasonably required by CEB.