ALL CORRESPONDENCE TO BE ADDRESSED TO THE GENERAL MANAGER

Central Electricity Board

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OUR REF:

YOUR REF: RFP-CPR-2026-10509_Cla1

29 June 2026

Attention: All Bidders

Dear Sir/Madam,

RFP/CPR/2026/10509: Purchase Of Electrical Energy from 3 X 40 MWdc Renewable Energy Hybrid Facilities in Mauritius

Clarification No. 1

Please find below CEB's reply further to query from a prospective bidder for the above-mentioned bidding exercise.

Query 1

We acknowledge and fully appreciate the strategic importance of this tender for the CEB in support of Mauritius' objectives to ensure a reliable and clean energy supply at the most competitive cost.

We understand that, in light of the challenges encountered in the previous tender of this kind, the CEB seeks to rely on robust and selective criteria to select serious and capable Bidders.

After in-depth analysis of the tender requirements, we would however welcome the opportunity to seek clarification regarding certain aspects of the Technical Criteria set out in **Section 4.2.a)** as part of the Qualification Criteria under Section 4, in order to better understand whether these criteria optimally reflect the technical capabilities required to deliver a hybrid renewable energy facility (REHF) project in the Mauritian context.

We note that:

- Criterion (i) requires that *"The Bidder shall have experience in **developing** at least **two solar PV projects** each with a **co-located BESS** connected to a voltage network of at least **11 kV network**. Each such project must have a minimum contracted capacity of **10 MWAC** (respectively **40 MWDC**) with the **BESS capacity** being **at least 30%** of the contracted capacity for such project. The projects should have been commissioned […]".*
- Criterion (ii) requires that *"The Bidder shall have experience in **operation and maintenance** of **one solar PV project with a co-located BESS**, with a minimum contracted capacity of **10 MWAC** (respectively **40 MWDC**) for an aggregate period of **5 years** […] The co-located **BESS capacity** should be **at least 30%** of the Solar PV contracted capacity".*

We respectfully submit that projects meeting these combined thresholds (capacity, configuration and operational track record) remain extremely limited, particularly when taking into account the maturity timeline of the BESS market.
Indeed, a five-year operational track record would imply commissioning dates prior to 2021, corresponding to tenders typically launched around 2018. At that time, BESS technologies were still at an early stage of commercial deployment, and the BESS market was not mature at all:

- On smaller grids (e.g. small to medium size islands), while incorporation of BESS to solar power plants has long been technically necessary to ensure grid stability, these hybrid projects rarely presented an injection capacity above 10 MWAC or 40 MWDC up until recent years due to limited grid size and high BESS costs,
- Larger grids, on the other hand, were not destabilized at first by the incorporation of solar PV. Since BESS integration was not an absolute necessity and remained costly (~3x higher than today), it remained on hold until solar PV reached a significant share of the generation mix and started to have impact on the grid, and BESS costs had declined substantially – a transition that has largely occurred only in recent years.

As a result, we would like to highlight that projects strictly meeting the current technical requirements are very rare and have only been performed on a handful of "pioneer" geographies (US, Australia, China), by a few large international actors. This may significantly restrict the pool of eligible Bidders for the present tender, including among established developers with long-standing experience in Mauritius.

Without in any way questioning the objective of securing technically robust Bidders, we suggest that the capability to deliver a REHF project may be demonstrated through alternative and complementary experience factors.
For instance, when combined with the financial stability requirements, the following technical elements may prove satisfactory to demonstrate Bidder's know-how in hybrid projects and maintain project viability for either of the two tenders:

- Experience in developing and commissioning standalone large PV plants (e.g. "Development of a >10 MWac solar PV plant in the last 10 Financial Years")
- Experience in developing and commissioning BESS plants, standalone or hybrid (e.g. "Development of a >5 MWh BESS system in the last 10 Financial Years")
- Experience in developing and commissioning hybrid plant integration (e.g. "Development of multiple >3 MWAC hybrid plants in the last 10 Financial Years"). It is our understanding that the experience in hybrid plant integration is less measured in absolute project size, than in the diversity of complex injection profiles and grid requirements encountered.
- Experience in operation and maintenance of plants meeting the above requirements or similar, accounting for historical market conditions, i.e. that projects in operation since 2021 were much smaller than projects with COD in recent years.

Such an approach would, in our view, allow the CEB to maintain a strong level of technical assurance, while preserving a healthy level of competition, ultimately benefiting the tender outcome in terms of price, innovation and project execution.

Company X has been active in Mauritius for many years and has developed and operated renewable and storage assets across a wide range of geographies, including island systems

and pioneering BESS applications. We are fully committed to contributing to the long-term energy transition of Mauritius and to delivering projects that meet the highest technical and operational standards.
In this spirit, we respectfully invite the CEB to consider whether an adjustment or clarification of the technical eligibility criteria could be envisaged, so as to more accurately reflect the skills and experience required to deliver a successful REHF project, without compromising project viability or system security.
We remain at the CEB's disposal for any further clarification and thank you for considering this request.

Reply 1
Please refer to Addendum No. 2.

Query 2
In regards to the "Contracted capacity", could you please confirm how the provided definition extends to non-CEB projects? As the rated grid interconnexion power in MWac?

Reply 2
The Contacted Capacity shall be 40 MWdc under this RFP.
Refer to Addendum No. 2

Query 3
Regarding the MSIRI Land Eligibility Map: We have noticed that some terrains did not appear on the proposed mapping (i.e. are not classified within any of the categories "High"/"Moderate"/"Low"/"Marginal"). Some terrains are only partially mapped as well. Could the CEB kindly clarify the case of these terrains that don't appear in the proposed mapping? Are they eligible by default?

Reply 3

Bidders are recommended to contact the MSIRI for further information on those identified sites.

Query 4
Regarding the budgetary indications for the costs of incoming bays at CEB substations, split in half between CEB and Bidder (Schedule 2 (E) (i) (ii)): does the indication of 3M MUR per bay refer to the total costs (meaning the Bidder's share is 1.5 M MUR) or does this already represent the Bidder's half of the price ?

Reply 4
Please refer to Part E of Schedule 2 of the RFP for the budgetary estimate for incoming bay as at April 2026. The contribution of the Bidder shall be 50% of the actual cost determined at time of implementation.

Query 5

In regard to the energy announcements, how should the D-1 announcements and re-announcements be submitted? It is specified that weekly announcements must be sent by email, for the others it only specifies "submit to the CEB system control centre," what does that mean?

Reply 5

"Announcement" refers to "Forecast".

Please be informed that the One Day Ahead, Provisional and Revised Forecast shall be submitted via a CEB web-based platform which shall be provided to bidders during implementation stage. It is to be noted that the data recorded on the web-based platform shall be transmitted to the CEB system control centre for daily despatching.

Query 6

What format should the announcements take? What type of file? For example, a .txt file? What should the content of this file be: only two values, one for each plateau height, or an hourly profile with the average power injected for each hour? What should the unit be?

Reply 6

The type of file to be submitted will be communicated to the bidder during the construction stage. The bidder shall provide BESS State of Charge forecast submission at the times specified in the RFP and PPA. The Forecasts shall be expressed both in percentage (%) and in dispatchable energy (MWh) at the Point of Delivery.

Refer to Addendum No.2

Query 7

What profile should the up and down slopes around the plateaus follow? The specifications indicate that there is a dedicated hour for completing them. Within this timeframe, can we inject any power between the power output before the plateau (zero if it's the first plateau of the day, the value of the previous plateau if it's the second plateau of the day) and the power output of the target plateau? Or is there a specific ramp to stick to?

Reply 7

Kindly refer to Section 2 (J) of Schedule 2 of the RFP.

The Power Generator shall comply with the dispatch instructions issued by CEB's System Control Centre as from 18:00 hrs. The Project shall be capable of ramping from zero to the instructed dispatch level, and from the instructed dispatch level to zero, within 30 minutes.

Query 8

We respectfully request a six-week extension to the Bid Due Date to allow sufficient time to finalise the mandatory submission requirements under the RFP, in particular :

1. The notarised land commitment and title deed documentation after consultation with MSIRI,

2. Technical and O&M experience certificates,

Given the extent of these third-party documents and the need to ensure full compliance with the RFP, the requested extension would help bidders submit complete, and competitive proposals.

Reply 8
Please note that CEB will consider the extension request and will inform bidders accordingly.

Query 9
Is charging from grid permitted outside of plateau hours, and if so, up to what limit?

Reply 9
Charging of the BESS from CEB's grid during weekdays is not permitted.
However, during weekends and Public Holidays, the Power Generator may be allowed to import energy from CEB's grid for the purpose of charging the BESS, subject to prior approval/clearance from CEB System Control Centre. Please refer to Section 2 (A) (v) of Schedule 2 of the RFP. The limit for power import shall be at the discretion of SCC.

Query 10
PV Capacity Flexibility: Is the 40 MWdc installed PV capacity specified in the PPA fixed, or is there room for flexibility to allow the project to simultaneously meet contractual obligations, particularly regarding the Capacity Utilization Factor (CUF) and the Dispatch Factor Requirement (DFR)?

Reply 10

The 40 MWdc installed PV capacity is a fixed requirement under the RFP and PPA.

Bidders shall design their detailed technical configuration, including PV modules, inverters and BESS sizing, to meet the contractual requirements.

Note the CUF will be evaluated on installed capacity (DC side). The minimum and maximum dispatchable capacity shall be 15 MWac and 30 MWac respectively. DFR will be applicable on the dispatch instructions issued by the System Contre Centre.

Query 11
BESS and DFR Compliance: Could you confirm whether penalties would apply if the minimum 150 MWh level in the Battery Energy Storage System (BESS) at 18:00 is met, but the monthly DFR falls below 90% ? In other words, does compliance with the 150 MWh criterion at 18:00 offset non-compliance with the DFR, or are these two requirements evaluated independently for penalty purposes ?

Reply 11
The minimum BESS energy level requirement at 18:00 hrs and the DFR requirement are separate contractual requirements and shall be assessed independently.

It is to be noted that DFR penalty shall apply if the actual plant power output is outside the permitted tolerance of +\- 1.0 MW of CEB's dispatch instructions. (Please refer to Addendum No. 2)

Query 12
DFR Performance Threshold: Is the DFR performance threshold of ≥ 90% strictly fixed, or is there a possibility for revision or adjustment, particularly to account for solar resource variability and the actual availability of the BESS?

Reply 12

Please refer to Reply 11 above and Addendum No. 2.

Query 13

Query 1 — Installed DC Capacity: Fixed Ceiling or Minimum Threshold ?

Schedule 2, Section A(ii) of the RFP states that *'the installed DC capacity of the Solar PV farm shall not be higher than 40 MWdc'*, establishing a strict upper limit. However, Section 1.7(b) of the RFP provides that *'Bids with a capacity lower than 40 MWdc shall not be considered'*, which implies that 40 MWdc constitutes a minimum threshold rather than a fixed ceiling.
These two provisions appear to be in direct conflict. Furthermore, based on a realistic specific yield of 1,400 kWh/kWp/year and a BESS round-trip efficiency of 90%, the maximum daily energy that can be charged into the BESS from a 40 MWdc PV plant is approximately **138 MWh** — which is structurally below the contractual minimum of **150 MWh** required to be stored in the BESS by 18:00 hours daily, as prescribed by Section H of Schedule 2. This deficit worsens to approximately **107 MWh** during the austral winter months (June–August), when irradiation is approximately 30% below the annual average.
We therefore request CEB to clarify the following:
(a) Whether the 40 MWdc figure constitutes a strict ceiling, an exact fixed value, or a minimum threshold for Bid eligibility;
(b) Whether Bidders are permitted to install a PV capacity in excess of 40 MWdc in order to reliably meet the 150 MWh daily minimum BESS storage obligation; and
(c) In the event that 40 MWdc constitutes a firm ceiling, whether the minimum daily BESS storage threshold of 150 MWh will be revised to a level consistent with the physical generation capacity of a 40 MWdc plant.

Reply 13

(a) Kindly note that the 40 MWdc is the maximum capacity that can be installed under this RFP. Project capacity lower than 40 MWdc is also not acceptable.

b) No. Bidders are not permitted to install PV capacity in excess of 40 MWdc. Kindly note that the daily minimum energy stored requirement in the BESS has been revised to **100 MWh** as at 18:00 hours. Refer to Addendum No 2.

c) Yes. Please refer to Addendum No. 2.

Query 14

Query 2 — Independent Assessment of DFR and Minimum BESS SOC Obligations
Article 9.1(d) and (e) of the Model PPA establishes the Demand Fulfilment Ratio (DFR) as the primary dispatch performance metric, requiring a monthly average DFR of no less than **90%**, failing which DFR Damages are payable at **1.5 times the applicable Tariff** for each unit of energy shortfall. Separately, Section H of Schedule 2 to the RFP requires a minimum BESS State of Charge (SOC) of **150 MWh at 18:00 hours** daily — a prerequisite to dispatch.

We wish to understand the precise interplay between these two obligations, and respectfully request clarification on the following:

(a) Are the 150 MWh minimum BESS SOC requirement and the 90% DFR obligation assessed independently for the purposes of penalty computation? Specifically: if the Renewable Power Generator achieves the 150 MWh SOC threshold at 18:00 hours but subsequently fails to comply with the CEB's Dispatch Profile during the evening dispatch window, will DFR Damages apply notwithstanding compliance with the SOC pre-condition?

(b) Conversely, if the BESS SOC falls below 150 MWh at 18:00 hours due to below-average solar irradiation — a circumstance beyond the Renewable Power Generator's control — and CEB adjusts its Dispatch Instructions accordingly, will the period of reduced dispatch be excluded from the DFR calculation, or will the Renewable Power Generator remain exposed to DFR Damages for that period?

Reply 14

(a) The minimum BESS energy level requirement at 18:00 hrs and the dispatch compliance requirement shall be assessed independently.

Compliance with the applicable minimum BESS energy level at 18:00 hrs shall not exempt the Renewable Power Generator from complying with CEB's dispatch instructions. Accordingly, if the Renewable Power Generator fails to comply with the SCC dispatch instruction beyond the permitted ±1 MW tolerance band during any relevant 30-minute time block, DFR Damages shall apply in accordance with Addendum No. 2.

(b) No. DFR will still be applicable. Kindly refer to Addendum 2 for BESS SOC and DFR carve outs.

Query 15

Query 3 — Mechanism for Adjustment of DFR Threshold in Relation to Solar Resource Variability

Article 9.1(e) of the Model PPA sets the minimum monthly average DFR threshold at **[90% (ninety percent)]**. The DFR is computed based on compliance with Dispatch Instructions issued by the System Control Centre (SCC), with a permissible tolerance of ±1 MW per time-block.
Given that the REHF's dispatchable energy is directly dependent on solar irradiation — a variable resource subject to seasonal and meteorological fluctuations — a fixed DFR threshold of 90% may structurally expose the Renewable Power Generator to recurring DFR Damages during periods of below-average irradiation, even where the Project performs optimally within the bounds of the installed capacity.

Furthermore, Article 9.2(e) of the Model PPA provides that CEB may, following a failure to achieve the DFR for a consecutive period of six (6) months, elect to either (i) treat such failure as a Renewable Power Generator Event of Default, or (ii) revise the Dispatch Profile for the remainder of the Term upon payment of a one-time amount. We note, however, that this provision is reactive in nature and does not contemplate a proactive adjustment mechanism.

We therefore request CEB to clarify the following:

(a) Whether the 90% DFR threshold is subject to revision or seasonal adjustment to account for periods of demonstrated below-average solar irradiation, including during the austral winter months;

(b) Whether non-compliance with Dispatch Instructions arising directly from an insufficient BESS SOC — itself attributable to below-average irradiation rather than equipment failure or operational negligence — may be treated as a force majeure event or otherwise excluded from the DFR computation; and
(c) Whether CEB would consider incorporating a contractual mechanism, such as an irradiation-adjusted DFR floor, to ensure that penalty exposure reflects genuine under-performance rather than natural resource variability.

Reply 15

a) Please refer to Addendum No. 2.
b) Please refer to Addendum No. 2.
c) Please refer to Addendum No. 2.

Query 16

Reference is made to page 14 of 'RFP-CPR-2026-10509 Bidding Documents for Solar and BESS 3x40MWdc Project' clause 4.2 Technical Criteria-

Quote
"(i)The Bidder shall have experience in developing at least two solar PV projects each with a co-located BESS connected to a voltage network of at least 11 kV network. Each such project must have a minimum contracted capacity of 40 MWDC, with the BESS capacity being at least 30% of the contracted capacity for such project. The projects should have been commissioned in the 10 Financial Years immediately preceding the Bid Due Date.

(ii) The Bidder shall have experience in operation and maintenance of one solar PV project with a co-located BESS, with a minimum contracted capacity of 40 MWDC for an aggregate

period of 5 years, in the 10 Financial Years immediately preceding the Bid Due Date. The co-located BESS capacity should be at least 30% of the Solar PV contracted capacity. "

Query
We seek confirmation whether the following experience would be considered compliant with Clause 4.2(a):
(i) The Bidder has development experience in at least two (2) solar PV projects (each with a minimum contracted capacity of 40 MWDC), and separately has developed at least two (2) Battery Energy Storage Systems (BESS), each with a minimum capacity of 12 MW, connected to a network of at least 11 kV. All such projects have been commissioned within the last 10 financial years.
(ii) The Bidder has operation and maintenance experience of at least one (1) solar PV project (≥ 40 MWDC) and one (1) BESS (≥ 12 MW), with an aggregate O&M period of at least five (5) years within the last 10 financial years.

Kindly confirm whether such experience—where the solar PV and BESS components were not necessarily co-located within the same project—would satisfy the requirements of Clause 4.2

Reply 16
Please refer to Addendum No. 2.

Query 17

Reference is made to page 64 'Model PPA_RFP 3x40 MW' clause 22.3 Dispute Resolution

Quote
"The seat and venue of the arbitration shall be Port Louis, Mauritius".

Would the Employer consider alternative arbitration seats such as Singapore or Hong Kong, which are commonly used in international project financing, particularly where foreign lenders are involved?

Reply 17
Kindly comply with the requirements of PPA.

Query 18
Reference is made to page 23 'Model PPA_RFP 3x40 MW' clause 13. CURRENCIES OF BID

Quote
"13.3 The foreign and MUR components of the Quoted Tariff shall be fixed and firm over the term of the PPA."

Please confirm whether any form of tariff adjustment mechanism (e.g., indexation linked to CPI, interest rates, or foreign exchange) may be considered over the 25-year term of the PPA, particularly for the foreign cost component.

Reply 18
No tariff adjustment mechanism shall be considered.

The foreign and MUR components of the Quoted Tariff shall remain fixed and firm over the full term of the PPA.

Query 19
Reference is made to page 41 'Model PPA_RFP 3x40 MW' clause 11.1 General

Quote
'All amounts payable by the Parties under this Agreement, including the Tariff Payments, shall be in MUR'.

Would the Employer consider allowing a portion of the payments (corresponding to the foreign component of the tariff) to be denominated and payable in USD?

Reply 19
No. All payments under the PPA, including Tariff Payments, shall be denominated and payable in Mauritian Rupees (MUR).

Query 20
Reference is made to page 46 'Model PPA_RFP 3x40 MW' clause 11.11 Tariff

Quote
The Tariff payable by CEB from the Project COD until the expiry of the Term of the Agreement shall be in MUR in accordance with Schedule 14

Please clarify whether the tariff may include a foreign currency component (e.g., USD), or whether it is strictly required to be fully denominated in MUR.

Reply 20
The Bidder is free to choose the configuration mix for the two currencies set out in Section 13.1 of the RFP document, provided the MUR component in case of mixed currencies is at least 50% in the Quoted Tariff.

Query 21
Please confirm whether a Bidder is permitted to participate simultaneously in both the 40 MW (Purchase of Electrical Energy From 3 X 40MWDC Renewable Energy Hybrid Facilities in Mauritius (Solar PV + Battery Energy Storage System) RFP Reference No.: RFP-CPR-2026-10509) and 10 MW tenders (PURCHASE OF ELECTRICAL ENERGY FROM 10×10MWac RENEWABLE ENERGY HYBRID FACILITIES IN MAURITIUS (SOLAR PV + BESS)-RFP Reference No.: RFP-CPR-2026-10508), and whether any restrictions apply in terms of award allocation.

Reply 21
Yes. A Bidder may participate in both RFP-CPR-2026-10509 and RFP-CPR-2026-10508. It is to be noted that a bidder can submit only one proposal under RFP-CPR-2026-10509 (3x40 MWdc) and two proposals under RFP-CPR-2026-10508 (10x10 MWac)

Query 22
PPA 10509 Article 5.6(c) and Schedule 12 §1.1(b)(6) — Capacity Shortfall Damages

Reference text: "If the Selected Bidder fails to achieve Project COD by the Long Stop Date, the Selected Bidder shall pay Capacity Shortfall Damages of MUR 100 million per MWdc of capacity shortfall."

International Lender comment: The Capacity Shortfall Damages of MUR 100 million per MWdc translate to approximately USD 2.2 million per MWdc. For a 40 MWdc project, the maximum exposure reaches MUR 4.0 billion (approximately USD 88 million) — significantly above the typical Total Project Cost of a 40 MWdc / 30 MWac solar+BESS facility (USD 90-120 million). This level of exposure is unprecedented in international IPP standards (IFC Scaling Solar caps at 50% of TPC; AfDB Standard PPA caps at 30-50% of TPC; REIPPPP caps at a fraction of contract value). Such exposure renders the project unbankable in its current form.

To ensure the Capacity Shortfall Damages remain within commercially reasonable boundaries, could CEB kindly consider:
(a) Reducing the Capacity Shortfall Damages to MUR 50-60 million per MWdc (consistent with international IPP practice and reflecting the actual commercial value of capacity shortfall);
(b) Capping the cumulative Capacity Shortfall Damages at 30% of Total Project Cost as a hard ceiling, with no exclusions;
(c) Confirming that Capacity Shortfall Damages are excluded for any portion of capacity shortfall caused by CEB-side delays (interconnection line delivery, grid connection authorisations, dispatch instructions during testing).
Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 22

a) The Article on Capacity Shortfall Damages has been deleted. Please refer to Addendum 2.

b) Please refer to (a) above.

c) Please refer to (a) above.

Query 23
PPA 10509 Article 5.6(a) — Delay Liquidated Damages

Reference text: "Delay Liquidated Damages shall apply at MUR 500,000 (five hundred thousand) per day of delay in achieving Project COD."
International Lender comment: The Delay LDs of MUR 500,000 per day in PPA 10509 are 2.8 times higher than the equivalent Delay LDs in PPA 10508 (MUR 180,000 per day). This asymmetry is not justified by the project size differential alone (10509: 30 MWac MPO vs 10508: 10 MWac, a factor of 3, but Delay LDs scale typically with USD/USD project value at parity, not exponentially). Furthermore, the absolute level of MUR 500,000 per day translates to approximately USD 11,000 per day, or USD 4 million per year of delay — materially above international IPP standards (typically 0.10-0.15% of TPC per day, equivalent to USD 90-135k per day for a USD 90 million project, but capped at 10-15% of TPC).

To align Delay LDs with international IPP standards, could CEB kindly consider:

(a) Reducing the Delay LDs to MUR 250,000 per day, consistent with the proportional scaling vs PPA 10508;

(b) Alternatively, structuring the Delay LDs as 0.10-0.15% of Total Project Cost per day, capped at 10% of TPC cumulatively;

(c) Confirming that Delay LDs are excluded for any portion of delay caused by CEB-side actions or any Mauritius Government entity, consistent with the precedent set by Reply 4 of Clarification N°8 of the OABRESP- 22-0811 programme.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 23

(a) Please note that Delay LD has been reduced to MUR 350,000 per day. (Refer to Addendum 2).
(b) Refer to (a) above.
(c) Delay Liquidated Damages shall not apply to the extent that the delay is directly attributable to CEB or any relevant Government Authority, and not due to the Renewable Power Generator. (Refer to Addendum 2)

Query 24
PPA 10509 Article 12.3(a) — Aggregate Liability Cap

Reference text: "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 10,000,000 (ten million) per MWAC for the entire Term."

International Lender comment: The Aggregate Liability Cap of MUR 10 million per MWAC is rendered largely theoretical by six broad exclusions in Article 12.3(a): all Liquidated Damages (Delay LDs, Capacity Shortfall, Generation Shortfall, DFR, BESS SOC, Forecasting Penalties), Termination Compensation, third-party indemnity claims, fraud, taxes, and labour welfare obligations. In practice, the cumulative LD exposure for a 30 MWac project can reach MUR MUR 4-5 billion (Capacity Shortfall + Delay LDs + Generation Shortfall + DFR)— i.e., 5 to 6 times the Total Project Cost. This level of uncapped exposure is unprecedented in international IPP standards (IFC Scaling Solar, AfDB Standard PPA, REIPPPP) where aggregate liability is typically capped "all-in" at a fraction of Total Project Cost. EDF SEI Article 14 (Stockage v0 24/01/2025) caps aggregate liability at 10% of Project CAPEX, which represents a robust precedent for an island grid context comparable to Mauritius.

To provide meaningful financial predictability to Bidders and their lenders, could CEB kindly consider: (a) Restructuring Article 12.3(a) to provide a genuine all-in Aggregate Cap (e.g., 10% of Project CAPEX), with the exclusions list limited to:

(i) fraud and wilful misconduct,

(ii) third-party indemnity claims under Article 23.1, and
(iii) Taxes;

(b) Limiting the aggregate liability to a commercially reasonable amount of 10% of Project CAPEX, consistent with EDF SEI Article 14.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 24

(a) The maximum Aggregate Liability for the entire project term has been adjusted to MUR 50 Million. Please refer to Addendum No. 2.

(b) Please refer to reply (a) above

Query 25

PPA 10509 Article 16 — Force Majeure (Natural events)

Reference text: "Force Majeure events shall include cyclones, hurricanes, and tropical storms exceeding Category 3 on the Saffir-Simpson scale or equivalent, provided such events directly affect the Project Site or the interconnection line."
International Lender comment: The Force Majeure regime for cyclones in Mauritius requires alignment with island-grid international precedents, particularly EDF SEI Stockage v0 24/01/2025 which provides a comprehensive 12-month cumulative threshold over the contract Term. The current PPA drafting does not explicitly address:
(i) the cumulative duration of FM events over the 25-year Term,
(ii) the recovery period following major cyclones (which may exceed several weeks for grid restoration), and
(iii) the interplay between FM declaration and the Capacity Shortfall / Min CUF / DFR / BESS SOC penalty regimes.

To align the FM regime with the Mauritian climate reality and EDF SEI precedent, could CEB kindly clarify:

(a) Whether cyclones below Category 3 but causing material damage to the Project (wind speeds 175-210 km/h with sustained gusts) qualify as FM, given the increasing frequency of intense
tropical events in the region;
(b) Whether the cumulative FM duration over the 25-year Term is capped (e.g., 12 months cumulative consistent with EDF SEI Stockage v0), with the cap excluding any single event exceeding 30 days;

(c) Whether post-event recovery periods (during which the Project operates at reduced capacity due to documented physical damage) are recognised as FM extension up to the lesser of
(i) the actual recovery period, and
(ii) 90 days per event.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 25

Please refer to Addendum No. 2 for Cyclonic Conditions & Post-event Recovery Periods.

Query 26

PPA 10509 Article 8.2(d) — Minimum BESS SOC at 18:00

Reference text: "The State of Charge (SOC) of the BESS at 18:00 hours every day shall not be less than 150 MWh (one hundred and fifty megawatt-hour) of dispatchable energy. Any shortfall shall be subject to BESS SOC Damages of MUR 25,000 per MWh shortfall. A shortfall persisting on more than 20 days within any 30 consecutive days period shall constitute an Event of Default."

International Lender comment: The 150 MWh Minimum SOC obligation creates significant operational risk as it does not provide for any tolerance on adverse operating conditions over a 25-year term. The penalty regime is severe (MUR 25,000/MWh = approximately USD 550/MWh, vs. Typical international solar+BESS penalty of USD 50-150/MWh), and the EoD trigger of 20 days within 30 consecutive days exposes the Bidder to project termination for events outside its reasonable control.

To ensure the operational viability of the 10509 BESS SOC regime over the 25- year Term, could CEB kindly clarify:

(a) Whether the 150 MWh Minimum SOC obligation is subject to exemptions in cases of:
- (i) cyclonic events or postcyclone recovery periods (up to 30 days),
- (ii) equipment faults under manufacturer warranty,
- (iii) programmed maintenance periods of the Plant,
- (iv) extended periods of low solar irradiance (e.g., monsoon-type weather events) with a daily irradiation (GHI) threshold to be defined,
- (v) frequency support events exceeding 15 minutes per day;

(b) Whether the LD of MUR 25,000/MWh could be recalibrated to a more proportionate level (e.g., MUR 5,000-10,000/MWh) reflecting the economic value of the delivered energy rather than a punitive structure;

(c) Whether the 150 MWh absolute threshold could be replaced by a relative threshold (e.g., 80% of the Revised Forecast SOC submitted the same morning), thereby linking the obligation to a realistic daily forecast rather than a fixed absolute value;

(d) Whether the 20-day-in-30 Event of Default trigger could be relaxed to a cure period approach (e.g., 30 days to cure before any Event of Default, with no penalty if cured);

(e) Given that the 10509 BESS must also serve Curtailment, frequency regulation, BESS Requisition by CEB (150h/year @ 10% Tariff), whether the 150 MWh baseline could be reduced to 100 MWh to account for these competing operational demands.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 26

(a) Please refer to Reply 13 (b) above and Addendum 2.

(b) Please comply with the LD amount specified in the PPA. (Also Refer to Addendum 2 for BESS SOC carve outs)

(c) Please refer to (a) above.
(d) Please note that a cure period of thirty (30) days has been provided in the PPA. Kindly refer to Article 8.2 (d) (iv) of PPA.
(e) Please refer to (a) above.

Query 27
PPA 10509 Article 9.1(e) — DFR Damages Exclusions

Reference text: "Dispatch Failure Rate (DFR) Damages shall apply at 1.5 × Tariff × kWh deviated for any deviation between the dispatch instruction and actual injection exceeding ±1 MW absolute."
International Lender comment: The DFR Damages regime currently lacks explicit exclusions for events outside the Selected Bidder's reasonable control, creating a risk of penalisation for circumstances that are not commercially or technically attributable to the Selected Bidder.

To ensure the DFR Damages regime is operationally fair, could CEB kindly clarify that DFR Damages do not apply in the following circumstances:
(a) During Force Majeure events (declared or pending declaration);

(b) During Curtailment instructions issued by CEB (including grid stability curtailment, voltage management, or transmission constraints);

(c) During grid frequency excursions triggering Schedule 9 Part 6 frequency response, where the Project's response to grid frequency events automatically exceeds the dispatch tolerance;

(d) During post-cyclone or post-FM recovery periods (consistent with the proposed FM regime alignment);

(e) During CEB-initiated BESS Requisition periods under PPA Article 9.1(h).

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 27

a) Article 16.1 of PPA already caters for this provision
b) DFR penalty will not be applicable during the ramping down of the plant to the required output instructed by the SCC. However, once the plant has reached the new operating level, DFR will apply.
c) Please refer to Addendum 2.
d) Please refer to Addendum 2.
e) Please refer to Addendum 2.

Query 28
GSA Clause 8.4(b) — Change in Law Threshold

Reference text: "A Change in Law shall be a Compensable Event if and only if the additional cost or revenue impact for the Selected Bidder exceeds US$ [•] in any Contract Year."

International Lender comment: The Threshold value for Change in Law compensability is left as a blank "US$ [•]" in the GSA. This blank prevents Bidders and their lenders from accurately modelling the financial protection afforded by the Change in Law mechanism, which in turn affects the Tariff price and the Project bankability. The Threshold value is one of the most material parameters in the GSA, determining at what level of cost impact the GoM compensation kicks in.

To allow accurate financial modelling and meaningful price discovery in the bid, could CEB kindly:

(a) Confirm the Threshold value in US$ before the Bid Due Date by way of Addendum, with a value reflecting reasonable de minimis (typically 0.5-1% of annual revenue, equivalent to USD 100-200k for a 30 MWac project);

(b) Confirm whether the Threshold is applied per event or cumulatively per Contract Year;

(c) Confirm whether the Threshold is indexed to inflation over the 25-year Term to preserve its real economic value.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 28

a) The Threshold Amount under Clause 8.4(b) of the GSA shall be USD 50,000. Refer to Addendum No 2.

b) Please note that Clause 8.4(b) of the GSA already provides that the relevant Change in Law event(s), "whether alone or together", shall be assessed on a cumulative basis for the purposes of determining whether the Threshold Amount has been exceeded in a given contractual year.

c) No indexation mechanism is envisaged for the Threshold Amount.

Query 29
GSA Clause 2.1 — Effectiveness of Bankability Provisions

Reference text: "The Operational Provisions of this Agreement shall take effect on the Execution Date. The Bankability Provisions (Clauses 8, 9, 10, 11, 12, 13 and 27) shall become fully effective and irrevocable only upon the occurrence of Financial Close under the PPA."

International Lender comment: This drafting creates a fundamental bankability gap. The Bankability Provisions of the GSA (Change in Law, Force Majeure nonnatural, GoM Events of Default, Transfer Amount, Sovereign Immunity Waiver, Dispute Resolution) are the central protections that lenders rely on to underwrite the Project. Yet under the current drafting, these provisions only become effective at Financial Close — typically 7 months after PPA Execution Date. During this critical 7-month window, the Selected Bidder is required to satisfy all Conditions Subsequent (wayleaves, permits, financing) without the benefit of the GoM backstop. This timing gap is unprecedented in international IPP standards where the Sovereign Guarantee or Government Support Agreement is fully effective from the PPA Execution Date.

To restore bankability, could CEB and the Government of Mauritius kindly consider:
(a) Confirming that the Bankability Provisions of the GSA take effect on the Execution Date, in line with international IPP practice (IFC Scaling Solar Senegal/Madagascar, AfDB Standard PPA, REIPPPP);

(b) Alternatively, providing an interim Government undertaking covering the period between Execution Date and Financial Close, addressing at minimum the Change in Law, Force Majeure non-natural, and Sovereign Immunity provisions;

(c) Confirming that the Bankability Provisions, once effective at Financial Close, apply retroactively to events occurring between Execution Date and Financial Close.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 29

Please note that the Government Support Agreement has been finalized and approved by the relevant Government stakeholders following extensive consultations on the appropriate allocation of Government-related risks applicable to the Project. Hence, the above proposals are not acceptable. Kindly comply with the requirements of the RFP, PPA and GSA.

Query 30
GSA Clause 9.1(a) — Non- Natural Force Majeure threshold

Reference text: "A Non-Natural Force Majeure event continuing for more than 365 (three hundred and sixty-five) consecutive days shall give rise to a right of termination."

International Lender comment: A 365-day threshold for Non-Natural Force Majeure is materially longer than international IPP standards, where the typical termination threshold is 180 to 270 days. Non-Natural FM events typically include political risk events (war, civil unrest, change of government
policy), strike actions, sabotage, and embargo. Forcing the Selected Bidder to maintain operations and Project capacity for 365 days under such conditions creates an unsustainable financial burden, particularly for the lenders who continue to require debt service payments throughout this period.

To align the Non-Natural FM termination threshold with international IPP standards, could CEB kindly consider:

(a) Reducing the threshold to 180 (one hundred and eighty) days consecutive, consistent with international IPP standards (IFC Scaling Solar, AfDB Standard PPA);

(b) Alternatively, reducing the threshold to 270 (two hundred and seventy) days consecutive as a compromise;

(c) Confirming that during the Non-Natural FM period, the Selected Bidder is excused from all performance obligations (Capacity Shortfall, Min CUF, DFR, BESS SOC, Forecasting Penalties) and that the Long Stop Date and PPA Term are extended day-for-day.
Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 30

Please note that the Government Support Agreement has been finalized and approved by the relevant Government stakeholders following extensive consultations on the appropriate allocation of Government-related risks applicable to the Project. Hence, the above proposals are not acceptable. Kindly comply with the requirements of the RFP, PPA and GSA.

As regard to part (c) of the query, kindly note that the relief mechanisms applicable during Force Majeure Events are already addressed under Article 16 of the PPA and through Addendum No 2.

Query 31
PPA 10509 Article 8.2(d) + RFP 10509 Schedule 2(K) — BESS Minimum SOC and degradation

Reference text: "The State of Charge (SOC) of the BESS at 18:00 hours every day shall not be less than 150 MWh of dispatchable energy."

International Lender comment: The 150 MWh Minimum BESS SOC obligation corresponds approximately to the median scenario of the 5 dispatch scenarios presented in Schedule 2(J) (180 MWh @ 80% SOC for the illustrative example).
However, meeting 150 MWh AT 18:00 EVERY DAY across 25 years requires substantial oversizing of the BESS to accommodate:
(i) seasonal solar variability (the Mauritian winter/austral summer has approximately 30% irradiance difference),
(ii) battery degradation (typically 2% per year compounded, resulting in approximately 60% remaining capacity by year 25),
(iii) operational losses and ancillary consumption,
(iv) dispatch readiness margin.
In practice, meeting 150 MWh at end-of-life requires an initial BESS capacity of 250-280 MWh nameplate, vs the approximately 200 MWh that would be technically required on a like-for-like basis — making it economically prohibitive.
It is also relevant to note that the grid-forming (GFM) operation does not "drain" the BESS. The actual operational impact is the cumulative round-trip losses from continuous GFM cycling, estimated at several MWh per day, which over 25 years represents several tens of GWh of unremunerated losses.
To allow realistic BESS sizing and avoid prohibitive CAPEX inflation, could CEB kindly clarify:

(a) Whether the 150 MWh Minimum SOC obligation is subject to implicit adjustment for battery degradation — i.e., whether the 150 MWh refers to available capacity at year 1 or to a degraded-capacity metric maintained throughout the 25-year Term;

(b) Whether the Minimum SOC obligation could be calibrated to the Declared Annual CUF (e.g., "80% of Dispatch Profile daily energy") rather than an absolute value, thereby creating an operationally realistic target;

(c) Whether CEB accepts that the 150 MWh threshold is set ex-ante assuming standard weather conditions, and that extreme low irradiation, extreme events (e.g., consecutive days below a normal irradiance threshold, cyclone aftermath), or programmed maintenance of the Plant trigger automatic exemption from the LD regime;

(d) Whether CEB accepts that if the Seller declares a loss under its Fire and Allied Perils Insurance Policy, and that loss impacts its capability to charge from the PV Plant or charge/discharge BESS, the Seller shall be excused from this performance obligation with due justification of the impact of the loss on its ability to meet the SOC and until such loss can be remediated;

(e) Whether the 150 MWh is calibrated on gross SOC (including BESS auxiliary consumption and safe operating limits) or net dispatchable SOC. The RFP references "dispatchable MWh" in Sch 2(K), suggesting net SOC — clarification would be welcome;

(f) Whether the 150 MWh Minimum SOC can be waived for individual days following a documented CEB decision to utilise the "BESS Requisition" mechanism under Article 9.1(h) — since this CEB-initiated BESS use fundamentally alters the SOC trajectory;

(g) Whether accelerated ageing of the BESS due to increased cycling under the frequency control requirement (and especially from operation of the BESS in GFM mode or with a narrow dead-band in GFL mode) qualifies for compensation.

Alternative proposal — could CEB kindly consider that: the 150 MWh Minimum SOC is defined as: (i) net dispatchable SOC (excluding auxiliaries and safe operating limits),
(ii) excluding the exclusion events listed above,
(iii) measured on a rolling 7-day average basis to smooth short-term variability,
(iv) subject to a "degradation adjustment" of 2% per year (reducing the effective threshold by year 25), and
(v) automatically waived following any CEB-initiated BESS Requisition under Article 9.1(h). This structure reflects realistic operational constraints while preserving CEB's underlying objective of dispatchable evening generation.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 31

(a) Please refer to Reply 13(b) above. This requirement refers to dispatchable energy to be maintained throughout the Term and shall not be subject to implicit adjustment for battery degradation.

Where battery degradation results in a reduction of the BESS capability below that required to meet the contractual obligations under this Agreement, the Power Generator shall augment, replace or otherwise boost the BESS capacity at its own cost to ensure continued compliance with the Performance Requirements and delivery obligations set out in the PPA.

(b) Please comply with the requirements of the RFP.

(c) Please refer to Addendum 2.

(d) Where such insured loss affects the Seller's ability to meet the minimum BESS SOC requirement, a cure period shall be provided, subject to due justification of the impact of the loss.

(e) The minimum BESS energy level refers to net dispatchable energy available from the BESS, expressed in MWh at the Point of Delivery.

(f) Yes. The minimum BESS SOC requirement shall be waived for the relevant day where the shortfall is directly attributable to a CEB-initiated BESS Requisition under Article 9.1(h).

(g) No. BESS ageing due to frequency control, GFM or GFL operation shall not qualify for separate compensation.

Refer to Addendum No. 2.

Query 32
PPA 10509 Article 9.1(h) — BESS Requisition by CEB

Reference text: "CEB may requisition the BESS for system support purposes for a maximum of 150 (one hundred and fifty) hours per Contract Year, at a compensation rate of 10% (ten percent) of the Tariff."
International Lender comment: The current drafting of the BESS Requisition mechanism creates a significant ambiguity — whether the 10% Tariff is full commercial compensation or an additional fee on top of the Tariff — with very different financial implications. A 10% Tariff for 150 hours per year (representing the cost of approximately 15 MWh per requisition event for a 30 MWac plant) would result in unrecovered operating costs (auxiliary power, battery wear, dispatch readiness) and is not consistent with international IPP practice for ancillary services.
To ensure operational viability and fair compensation of the BESS Requisition mechanism, could CEB kindly clarify:

(a) Whether the 10% Tariff is the full commercial compensation for BESS Requisition, or whether the 10% is an additional remuneration over the Tariff to compensate for additional charges applying to the Seller (battery wear compensation, ancillary consumption reimbursement) meaning 110% for the MWh delivered by requisition;

(b) What advance notice CEB is required to give before invoking BESS Requisition — is there a minimum notice (4 hours) for the Selected Bidder to adjust its Dispatch Profile and forecast commitments;

(c) Whether the 150 hours annual limit is a hard cap and cannot be exceeded unless the Seller agrees to it even in emergency situations, and if exceeded, whether the 10% Tariff still applies or a commercial rate is used;

(d) Whether the 150 hours is a time-only criterion for Requisition irrespective of the Power in kW dispatched effectively by CEB during those hours;

(e) Whether BESS Requisition hours count towards or against other operational thresholds (BESS SOC obligation, DFR calculation, Minimum CUF). Our assumption is they should

be excluded for BESS SOC and DFR calculation, and considered towards CUF, but explicit confirmation is needed;
(f) Whether battery degradation specifically attributable to CEB initiated BESS Requisition is compensated through the Change in Law mechanism or an alternative mechanism, given that the Bidder's battery replacement schedule is impacted;

(g) Whether BESS requisition is only possible by CEB up to the effective SOC available at the time of requisition and the Seller is not penalised in any way during the requisition time and until the end of the day for any reason (DFR, Planned or unplanned stoppage).
Alternative proposal — could CEB kindly consider that: the BESS Requisition regime is structured with:
(i) 10% additional fee on top of the Tariff (i.e., 110% of Tariff for requisitioned MWh),
(ii) 4-hour minimum notice,
(iii) full exclusion from BESS SOC and DFR calculations, but inclusion in Minimum CUF calculations, (iv) no penalty during requisition (best-effort only), and
(v) requisition-induced battery degradation reimbursed at end-of-life via a dedicated mechanism. This structure preserves CEB's grid stability objective while providing fair commercial treatment.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 32

a) Not acceptable. Please refer to Addendum 2.
b) Under emergency conditions the CEB SCC will issue dispatch instruction immediately following any event that impacts the grid stability and integrity.
c) Refer to Addendum No.2
d) Refer to Addendum No.2
e) Please note that BESS SOC penalty will be waived when BESS Requisition has been solicited.
f) No compensation will be applicable.
g) The BESS Requisition will be applicable only up to the effective SOC available at time of requisition. Kindly note that BESS SOC penalty will be waived when BESS Requisition has been solicited. However the DFR penalty will still apply.

Query 33
RFP 10509 Schedule 2(J) — Dispatch scenarios CEB SCC 15-30 MW

Reference text: "CEB shall dispatch the BESS within the range of 15 to 30 MW based on Five (5) illustrative scenarios provided in Schedule 2(J). Dispatch instructions shall be issued by CEB System Control Centre (SCC)."
To allow accurate BESS sizing and operational pricing, could CEB kindly provide the following clarifications:

(a) Whether the One-Week ahead Forecast and One Day Ahead Forecast consist of one or several MWh values of SOC (one per day) planned to be available for the corresponding period of forecast, irrespective of the exact dispatch profile (in hourly steps of MW values) being irrelevant at such early stage;

(b) Whether the Seller can nominate as its Revised Forecast any value in MWh (no Min nor Max) as per PPA Clause 8.2(a)(iii);

(c) Whether CEB will announce its Dispatch Profile (in MW [max 30]) calculated on the exact value of MWh of Seller's Revised Forecast, considering the ramp-up and ramp-down times and the Minimum Allowable Level Schedule 9 – Part 1 – 6 set by the Seller. This emphasises that it is the CEB responsibility to determine the adequate Dispatch Instruction so as to ensure that the BESS is fully dispatched, and not the Seller's;

(d) Whether if the Revised Forecast SOC submitted by Seller is less than the Minimum BESS SOC, the Seller shall be penalised under the Minimum BESS SOC penalty mechanism, but shall not also be penalised for DFR Damages if able to meet the tolerance on the Dispatch Instruction calculated by CEB on its Revised Forecast (being in such instance lower than 15 MW);

(e) Whether this Minimum allowable level is defined by Seller prior to COD and will remain unchanged until the term of the PPA, or whether it can be revised on an annual basis;

(f) Whether the CEB dispatch instruction is communicated same day at least one hour prior to the Start of Injection and of course posterior to the Seller's Intraday Revised Forecast;

(g) Whether CEB can delete the submission of the expected PV Generation (MWh) in the Seller's Revised Forecast as this value is of no operational nor commercial use in the PPA, and that it is solely the BESS dispatchable Energy (MWh) which is pertinent for Dispatch instruction. It would add complexity without any upside for both CEB or Seller.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 33

(a) Kindly note that the requirement for One-Week Ahead Forecast has been deleted. (Refer to Addendum 2). As regard to the One-Day Ahead Forecast, Power Generator shall indicate the BESS SOC value for the following day, expressed in both percentage (%) and dispatchable energy (MWh).

(b) The Power Generator shall provide the Revised Forecast in MWh at 15:00 hrs and same shall be above the minimum BESS SOC requirements under the RFP and PPA. (Please refer to 13 (b) above and Addendum No.2).

(c) CEB SCC shall issue the Dispatch Instruction based on the Seller's actual MWh available at 18:00 hrs. It is CEB's responsibility to determine the adequate Dispatch Instruction taking into account the ramp up and down so as to ensure that the BESS is fully dispatched by 06:00 hrs the next morning.

(d) Kindly note that the compliance to Minimum BESS SOC and DFR Damages are distinct. Penalty under BESS SOC Damages is due to underperformance of plant to meet the minimum daily energy storage.

However, DFR Damages are applicable if the actual output varies outside the ±1 MW tolerance band.

Hence a Power Generator can be subject to both penalties on a particular day.

(e) Please note that the Minimum Allowable Level is not applicable. Please refer to Addendum No.2.

(f) Yes. The SCC Dispatch Instruction shall be issued on the same day as from 18:00 hrs.

(g) Yes. The expected PV Generation (MWh) shall be removed from the Seller's Revised Forecast. Please Refer to Addendum No. 2.

Query 34
PPA 10509 Article 9.1(b) — Minimum Capacity Utilisation Factor

Reference text: "Minimum Capacity Utilisation Factor (Min CUF) is calculated on the AC side, excluding Curtailment, grid unavailability, and Force Majeure events."
International Lender comment: The CUF calculation excludes Curtailment, grid unavailability, and Force Majeure — but does NOT explicitly exclude other events that materially impact generation, creating an unfair penalty risk.
To ensure the Minimum CUF calculation fairly reflects the Selected Bidder's actual performance, could CEB kindly confirm that the following periods are also excluded from CUF:

(a) BESS Requisition periods (10509 Article 9.1(h)) — during which CEB operates the BESS and controls dispatch;

(b) Forecast SOC Deviation Events — where the deviation is caused by CEB-side dispatch instruction (e.g., CEB instructs dispatch below forecast);

(c) CEB or Mauritius Government-initiated inspection or audit periods requiring Project shutdown;

(d) Periods where the Selected Bidder has been denied access to the grid for operation, maintenance or safety reasons initiated by CEB (e.g., grid maintenance during business hours). Such periods to be excluded from the CUF calculation shall be extended from the time of disruption up to the end of the day (23:59) as the charging from the PV might have been prevented or reduced during the day hours and thus limiting the SOC and Seller ability to meet the dispatch;

(e) Post-cyclone remediation periods (beyond any FM declaration) of up to 10 days, during which the Project might operate at reduced capacity;

(f) In case of any insurance claim being triggered by the Seller under the Fire and Natural Perils Insurance Coverage, up to reconstruction of the Plant (max. 180 days) during which the Project might operate at reduced Capacity.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 34

(a) The CUF calculation shall be based on the DC installed capacity. Energy exported during BESS Requisition periods shall be accounted for in the CUF calculation, as such periods form part of the operation of the Project under the PPA.

(b) Yes. Such event will be excluded in CUF calculation.

(c) This section is not applicable for this project.

(d) Please note that Article 9.1(b) of the PPA already provides that Curtailment, grid unavailability and Force Majeure Events shall be excluded from the calculation of the Capacity Utilisation Factor.

(e) Refer to Addendum No. 2 for post cyclone remediation.

(f) A cure period shall be provided on a mutually agreed basis to restore the plant to its Contracted Capacity. Minimum daily BESS stored energy penalty and Generation Shortfall Damages shall be waived during the cure period.

Query 35
RFP 10509 Schedule 2(N) — Cyclone resilience and post event operations

Reference text: "The Plant shall be designed to withstand cyclone wind speeds in accordance with Mauritius building code requirements, with appropriate cyclone-resistant mounting and protection measures."
International Lender comment: The cyclone resilience specification does not explicitly address the operational regime during and after a major cyclone, which in the Mauritian context is a recurring and material design constraint.
The interplay between cyclone-induced damage, FM declaration, post-event recovery, insurance claim processing, and the LD penalty regime requires explicit clarification to allow accurate Project pricing and financial modelling.
To ensure operational clarity around cyclone events, could CEB kindly clarify:

(a) Whether the Selected Bidder is permitted to invoke a precautionary shutdown of the Plant 24-48 hours before the projected landfall of a Category 2 or higher cyclone, without triggering DFR Damages, BESS SOC Damages, or Min CUF penalties;

(b) The expected restoration timeline for the CEB grid after
a major cyclone, and whether this restoration period is excluded from Min CUF, DFR, and BESS SOC calculations;

(c) Whether the Selected Bidder may invoke an interim operating regime (reduced capacity dispatch) following physical damage assessment, with corresponding partial penalty waivers;

(d) The CEB-side coordination protocol for post-cyclone restoration, including grid energisation sequence, communication protocols, and Project recommissioning authorisation.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 35
a) Precautionary shutdown of the Plant is allowed under Cyclone warning Classes 3 and 4 issued by the Mauritius Met Services (Refer to Addendum 2). This will be captured in the Operating Procedures and finalized at implementation stage. Under such conditions all applicable penalties will be waived.

(b) CUF, DFR and Forecasting penalties are not applicable when the grid is not available (Refer to Article 9.1 (b) of the PPA).

(c) Yes. Please refer to Addendum 2.

(d) This will be captured in the Operating procedures and finalized at implementation stage.

Query 36
RFP 10509 Schedule 2(H) — Grid-Forming inverter specifications

Reference text: "The BESS shall be equipped with grid forming inverters to support the grid."
The grid-forming specification refers to a relatively new and evolving standard in the international power industry. Detailed clarification is needed to allow accurate technical specification, sourcing, and cost estimation.
Could CEB kindly clarify:

(a) Whether the grid-forming specification for the converter implies IEEE 1547.2-2018 standard compliance, or another specific standard (e.g., NERC PRC-024, ENTSO-E RfG, UK GC0137);

(b) Whether the grid-forming requirement applies only to the BESS inverter units and not to PV Plant inverters, or to a minimum fraction (e.g., 50% of total inverter capacity);

(c) The expected black-start capability of the grid-forming inverters — e.g., ability to energise the interconnection line without external grid reference;

(d) Whether synthetic inertia requirements apply, and if so, what is the minimum H constant expected (typically 2-4 seconds).

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 36

a) Grid-forming specification for the converter implies IEEE 1547 and standard pertaining to power quality as provided in Part 4 Schedule 1.
b) The grid forming requirements are applicable for BESS inverter units, however there is no such requirement applicable to PV Plant inverters.
c) Black Start Capability is a requirement of the project and it is expected that the BESS shall at least energise the 66kV busbar of the interconnection CEB's 66kV substation.
d) The minimum inertia of the plant shall be 2s. Refer to Addendum No 2.

Query 37
RFP 10509 Section 22 + PPA Schedule 14 — Tariff currency composition

Reference text: "The Quoted Tariff shall comprise a fixed MUR component (TR) and a fixed Foreign Currency component (TFC), with the MUR component representing not less than 50% of the total Tariff."

International Lender comment: The 50% MUR minimum requirement is significantly more restrictive than international IPP standards. For comparison, South Africa REIPPPP allows 100% local currency (ZAR) but with full CPI indexation; Morocco Noor allows partial USD pricing with EUR/MAD
indexation; EDF SEI Stockage v0 (Mauritius' nearest precedent on island grid) allows fully French/EUR pricing with INSEE PAE indexation. The Mauritian context — where 100% of BESS, inverters, modules, and key equipment is imported, and where the Bank of Mauritius does not offer long-term MUR/USD hedging beyond 5 years — makes the 50% MUR minimum a material constraint that increases the Quoted Tariff.
To mitigate this exposure and improve programme competitiveness, could CEB kindly consider:
(a) Allowing bidders to price up to 70% (or higher) of the Tariff in foreign currency (FC), given that BESS, inverters, and other key equipment are 100% imported;
(b) Introducing a CPI adjustment mechanism on the MUR component — e.g., annual adjustment indexed to Mauritius CPI (Statistics Mauritius) with a cap at 5% per year;
(c) Allowing bidders to propose a passthrough mechanism for specific cost items subject to high inflation (e.g., O&M labour, parts replacement at mid-life), with annual reconciliation.
Alternative proposal — could CEB kindly consider that: the 50% MUR minimum is replaced by a 30% MUR minimum, with CPI adjustment (Mauritius Statistics Mauritius index, annual, capped at 5%) applied to the MUR component. This structure aligns with South Africa REIPPPP (CPI indexation), Morocco Noor (partial indexation), and significantly improves programme competitiveness by 5-8% on the Quoted Tariff and thus affordability for CEB.
Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 37
Bidders are requested to comply with the currency mix requirements as set out in the RFP.

Query 38
PPA 10509 Article 8.2(a)(iii) + RFP 10509 Sch 2(K) — Revised Forecast inconsistence

Reference text: RFP 10509 Schedule 2(K) requires a non-binding morning forecast at 09:00 of expected PV production and SOC at 18:00, with a deviation penalty if the actual SOC at 18:00 differs by more than 5% from the morning forecast. PPA 10509 Article 8.2(a)(iii) requires a Revised Forecast at 15:00.
International Lender comment: There appears to be a major inconsistency between the RFP Schedule 2(K) which makes provision of a forecast at 09:00 (described as non-binding) including expected PV production and SOC to be reached at 18:00 the same day, and a penalty applying (in accordance with the PPA) with the Revised Forecast issued at 15:00 if such deviates by ±5% from the morning Indicative SOC. In the PPA, there is no such double forecasting and it is solely at 15:00 that the Revised Forecast is to be made, which is in line with international practice.
To align the forecast regime with international practice and operational realities, could CEB kindly clarify:
(a) Whether the morning 09:00 forecast (RFP Sch 2(K)) and the 15:00 Revised Forecast (PPA Art 8.2(a)(iii)) are separate submissions or can be consolidated into a single submission, with only the provisions of the PPA being applicable. The double penalty between morning SOC forecast deviations (per RFP Sch 2(K)) and Minimum BESS SOC under the PPA would indeed be quite unfair considering the already very high cost for penalties under the Minimum BESS SOC;
(b) Whether the SOC can be expressed in a single unit (preferably MWh only, or % only) in the Revised Forecast, rather than 3 different units;

(c) Whether the provision of the PV Generation can be waived in the Revised Forecast as it has no commercial nor operational use.
Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 38

(a) For clarity, the 09:00 hrs forecast shall be provisional while Revised Forecast issued at 15:00 hrs shall be subject to penalty if the actual BESS SOC deviates by more than ±5%. The forecast should be submitted in separate submissions.
Refer to Addendum 2.

(b) No. The Revised Forecast SOC shall be expressed in both MWh and percentage (%), for dispatch and monitoring purposes.

(c) Yes. The provision of expected PV Generation in the Revised Forecast can be waived. Refer to Addendum No. 2.

Query 39
PPA 10509 Article 8.2(b)(v) — Forecasting Penalty monthly cap

Reference text: "Forecasting Penalty shall be calculated for each settlement period and shall be added to the Monthly Bill."
International Lender comment: The Forecasting Penalty regime currently lacks an explicit cumulative cap, creating the theoretical risk that monthly Forecasting Penalties could exceed the Monthly Tariff revenue itself, particularly during periods of variable solar output or grid instability. Note also that the Forecasting Penalty formula (PA = factor × Tt × PErr in kWh, without FEH multiplier) is more aligned with international practice than the RFP-CPR- 2026-10508 Tender formula. International IPP standards typically provide a monthly cap on Forecasting Penalties at 5-10% of the Monthly Bill, ensuring the penalty remains a corrective economic incentive rather than a destruction of- value mechanism.
To ensure the Forecasting Penalty regime remains commercially proportionate, could CEB kindly consider:
(a) Introducing a monthly cap on cumulative Forecasting Penalty at 5% of the Monthly Bill for that settlement period;
(b) Confirming that Forecasting Penalty does not apply during Force Majeure events, Curtailment periods, BESS Requisition periods, or grid frequency support events;
(c) Confirming that Forecasting Penalty does not apply during the first 12 months of operations following Project COD, recognising the learning curve in operating in the Mauritian grid context.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 39
(a) The request to introduce an automatic monthly cap on Forecasting Penalties at 5% of the Monthly Bill is not acceptable.

(b) For avoidance of doubt the BESS SOC Forecast accuracy will be assessed at 18:00 hrs on a daily basis.
Please note that relief mechanisms on forecasting penalty relating to Force Majeure Events are covered under Article 16 (Force Majeure).

Forecast Penalties will not be applicable in the event CEB has initiated BESS Requisition before 18:00hrs.
It is to be clarified that curtailment and grid frequency support shall be applicable only when the plant is operational (after 18:00hrs).
Refer to Addendum No. 2.

(c) The Forecasting Penalty for the first 12 months following Project COD has been intentionally set at 20% tariff to allow the Power Generator to fine-tune its forecasting methodology. However, waiving such penalty for the first contract year is not acceptable.

Query 40
RFP 10509 Section 4.2(a)(ii) — O&M experience criteria

Reference text: "The Bidder shall demonstrate at least 5 (five) years of cumulative operation and maintenance experience on solar+BESS facilities of similar capacity at Project Commercial Operation Date."
International Lender comment: The current O&M qualification criteria require demonstrated O&M experience over an aggregate period of 5 years on solar+BESS facilities of similar capacity. This requirement creates a fundamental barrier to entry for hybrid solar+BESS projects, particularly given
that:
(i) the international solar+BESS market only reached commercial scale around 2020-2021, with very few large-scale colocated facilities operating for more than 3-4 years globally;
(ii) large-scale BESS O&M is typically performed under manufacturer warranty (Tier-1 OEMs such as Samsung SDI, BYD, CATL, LG Energy Solution, Tesla) rather than by independent O&M operators;
(iii) the developer's contribution is structurally limited to construction supervision and commissioning, while operational performance is driven by the BESS supplier's warranty.
Furthermore, the qualification reference is currently anchored to the Project Commercial Operation Date (COD), which excludes from eligibility a number of advanced hybrid projects that have reached Financial Closing (FC) and whose construction is well advanced but COD is scheduled after the present Bid Due Date. In a market where hybrid solar+BESS projects are typically constructed within 18-22 months from FC, requiring COD as the qualification reference effectively excludes the majority of currently active hybrid developers from the present tender.
To ensure that the Bid Due Date does not exclude qualified developers from a competitive tender, could CEB kindly clarify:
(a) Whether the O&M experience requirement could be split between PV and BESS, with:
    (i) for PV: 5 years aggregate cumulative O&M experience required on PV utility-scale facilities ≥ 40 MWdc;
    (ii) for BESS: provision of a Tier-1 BESS supplier warranty of at least 5 years and ≥ 80% capacity retention guarantee shall be deemed equivalent to direct O&M experience, given that BESS operational performance is structurally driven by the OEM warranty;
(b) Whether, for hybrid solar+BESS projects, the qualification reference could be the Financial Closing date rather than the Project Commercial Operation Date, thereby allowing recently financed hybrid projects to be counted as references — recognising that construction is typically delivered by the EPC contractor and not by the developer;
(c) Whether the criteria can be assessed at JV-level (cumulation across JV Members) rather than at single-entity level.
Alternative proposal — could CEB kindly consider that: the O&M qualification regime for hybrid solar+BESS facilities is structured as follows:

(i) PV O&M experience: 5 years aggregate cumulative on PV utility-scale facilities ≥ 40 MWdc;
(ii) BESS qualification: provision of a Tier-1 BESS supplier warranty of at least 5 years and ≥ 80% capacity retention guarantee, in lieu of direct O&M experience;
(iii) qualification reference for hybrid projects: Financial Closing Date (in lieu of Project COD);
(iv) cumulation at JV level allowed. This structure aligns with the operational reality of the global hybrid solar+BESS market and ensures a competitive tender by allowing qualified developers (including those with hybrid projects under construction at FC stage) to participate.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 40

Refer to Addendum No. 2.

Query 41
RFP 10509 Section 4.2(b) — Affiliate reliance for Technical Capacity

Reference text: "The Bidder may rely on the Technical Capacity of its Affiliates for the purpose of demonstrating compliance with the Technical Capacity criteria, subject to the conditions set out in Section 4.2(b)."
To allow Bidders to structure their submission with appropriate group support while preserving the integrity of the Technical Capacity requirements, could CEB kindly clarify:
(a) The form of documentary evidence required to demonstrate Affiliate support — specifically, whether a Board Resolution from the supporting Affiliate is sufficient, or whether a formal letter of commitment or guarantee is required;
(b) Whether the supporting Affiliate must be a direct parent or whether any Affiliate within the same group structure may provide support;
(c) Whether the Affiliate support obligation must extend through the construction phase only, or through the entire 25-year PPA Term;
(d) Whether multiple Affiliates may collectively provide the Technical Capacity, with each contributing a portion of the experience requirement;
(e) Whether the Affiliate's experience is recognised at full value or whether a discount factor applies (e.g., 70-80% of the Affiliate's nominal experience).
Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 41
(a) A Board Resolution from the supporting Affiliate is sufficient.
(b) The supporting Affiliate can be a direct parent or any Affiliate within the same group structure.
(c) The Affiliates support obligation must be extended till the project COD.
(d) Multiple Affiliates may collectively provide the Technical Capacity, with each contributing a portion of the experience requirement.
(e) Affiliate's experience shall be recognised at full value.

Query 42
PPA 10509 Article 9.1(b) and Schedule 9 — Maintenance and Planned Outage definition

Reference text: "The Selected Bidder shall maintain the Plant in accordance with Prudent Utility Practices and shall coordinate Planned Outages with CEB."
International Lender comment: The PPA does not provide an explicit definition of "Planned Outage" nor an annual allowance for Planned Outages, creating ambiguity regarding the treatment of routine maintenance, periodic inspections, BESS battery management, and equipment replacement activities under the Min CUF, DFR, and BESS SOC penalty regimes.
To ensure operational clarity and fair treatment of maintenance activities, could CEB kindly:
(a) Define "Planned Outage" as any pre-notified Project shutdown for maintenance, inspection, equipment replacement, or BESS battery management activities, scheduled in accordance with manufacturer recommendations and Prudent Utility Practices;
(b) Confirm an annual allowance for Planned Outages of at least 7 (seven) days per Contract Year for the PV Plant and at least 14 (fourteen) days per Contract Year for the BESS, with longer allowances for major equipment replacement years (e.g., BESS augmentation/replacement);
(c) Confirm that Planned Outage periods are excluded from the Min CUF, DFR Damages, BESS SOC Damages, and Forecasting Penalty calculations;
(d) Confirm the minimum advance notice for Planned Outage notification to CEB (typically 30 calendar days for major outages, 7 calendar days for routine outages);
(e) Confirm the procedure for emergency Unplanned Outages (equipment failure, safety events) and their treatment under the penalty regimes.
Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 42
Maintenance and Scheduled Outages shall be governed by the Distribution Code and System Operator Code of the National Grid Code. Refer to Addendum No 2.

(a) Maintenance and Scheduled Outages shall have the definition provided as per the Governance Code (GC 14 – Definitions & Acronyms) of the National Grid Code.

(b) In accordance with the System Operator Code, the Power Generator shall coordinate with System Operator (CEB System Control) for the Planned Outages.

(c) Planned Outage periods will be excluded from the CUF, DFR Damages, Minimum BESS SOC and Forecasting Penalty calculations.

(d) The Power Generator in line with System Operator Code (Section 4.3.4), shall coordinate with System Operator (CEB System Control) for the notifications.

(e) In line with the System Operator Code (Section 4.3.4), the System Operator (CEB System Control) and the Power Generator shall agree on the emergency procedures during the implementation of the project.

Query 43
PPA 10509 Article 9.1(b) — BESS-specific Planned Outage allowance

Reference text: "The Plant shall be operated in accordance with Prudent Utility Practices and the manufacturer's recommendations."
International Lender comment: The BESS technology, particularly large-scale Li-ion BESS systems with grid-forming inverters, requires specific maintenance activities that are not common to PV plants:

(i) annual capacity calibration and recalibration tests (typically 24-48 hours),
(ii) BESS rack replacement during Year 8-10 (battery augmentation, typically 5-10 days),
(iii) PCS (Power Conversion System) overhaul Year 12-15 (typically 7 days),
(iv) BMS (Battery Management System) firmware updates (typically 24 hours, multiple events per year),
(v) thermal management system maintenance (typically 12 hours per quarter). These activities are essential for warranty preservation and operational safety, and are not adequately covered by a general PV-style Planned Outage allowance.
To ensure the BESS-specific maintenance regime is operationally feasible, could CEB kindly clarify:
(a) Whether a separate BESS Planned Outage allowance of at least 14 (fourteen) days per Contract Year applies, in addition to the PV Plant Planned Outage allowance;
(b) Whether major BESS replacement years (typically Year 8-10 for first augmentation, Year 15 for major replacement) trigger an extended Planned Outage allowance of up to 30 (thirty) days;
(c) The procedure for coordinating BESS Planned Outages with CEB SCC, given the BESS Requisition mechanism and BESS SOC obligations;
(d) Whether BESS-only outages (with PV Plant continuing to operate at reduced capacity, exporting only direct PV generation) are recognised as partial outages with corresponding partial penalty exemptions.
Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 43

(a) Both BESS and PV Scheduled Outages shall be subject to prior notice, coordination with, and approval by SCC in accordance with the PPA and the System Operator Code.

(b) Scheduled Outage allowance of up to 30 (thirty) days for first augmentation and major replacement of BESS is acceptable and shall be subject to prior notice, coordination with, and approval by SCC.

(c) Under Scheduled Outages the BESS Requisition mechanism and BESS SOC obligations will be waived.

(d) Since the plant will be operating from 18:00 hrs to 06:00 hrs (next morning), there shall be no direct PV generation export to the grid.

Query 44
PPA 10509 Article 8.2(c)(v) + UK GC0137 — GFM physical contradiction with DFR

Reference text: "The deviation between the Power Scheduled and the actual injection at any time-block shall not exceed ±1 MW (one megawatt) absolute" (PPA 10509 DFR tolerance) and "the BESS shall be equipped with grid forming inverters" (RFP 10509 Schedule 2(H)).
International Lender comment: There is a fundamental physical contradiction between the DFR ±1 MW absolute tolerance and the grid-forming inverter requirement. UK GC0137 ECC.6.3.19.3(iv) requires that grid-forming inverters provide Inertia Active Power, Phase Jump Active Power, Damping Active Power, and Fast Fault Current Injection automatically when grid conditions trigger such response. During a typical Inertia Active Power event (frequency deviation of 1 Hz/s for 5 seconds), a 30 MW grid-forming inverter will automatically inject up to 6 MW of additional active power — exceeding the ±1 MW DFR tolerance by a factor of 6×. This automatic injection is not a forecasting error or operator-

controlled deviation; it is an automatic protective response required by the grid-forming specification itself.
To resolve this physical contradiction, could CEB kindly clarify:
(a) Whether automatic power injections from grid-forming inverters in response to grid frequency events (per Schedule 9 Part 6 and UK GC0137) are explicitly excluded from the DFR Damages calculation;
(b) Whether the DFR tolerance is measured on a 5-minute average basis (smoothing transient grid events) rather than instantaneous time-block basis;
(c) Whether the DFR exemption applies for the entire duration of the grid event plus a recovery period of at least 5 minutes, allowing the BESS to return to dispatch baseline;
(d) Confirming that the Selected Bidder's compliance with UK GC0137 requirements is recognised as a defence against any DFR Damages claim arising from automatic grid-forming responses.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 44

(a) DFR Damages shall not apply, on the specific time block of 30 minutes, to the extent that the deviation is directly attributable to automatic grid-forming inverter response to grid frequency events, grid disturbance events, or other automatic grid-support functions required under the RFP/PPA and the National Grid Code.

(b) DFR compliance shall be assessed per 30-minute time block against the applicable SCC dispatch instruction, subject to the ±1 MW tolerance.

(c) Please refer to (a) above. DFR Damages will also be exempted for any recovery period not exceeding 5 minutes for the BESS to return to the applicable SCC dispatch baseline.

(d) Please refer to (a) above.

Query 45

RFP 10509 Schedule 2(H) and PPA Schedule 14 — GFM service remuneration

Reference text: "The BESS shall be equipped with grid forming inverters to support the grid. The Tariff shall cover all services required under this Agreement."
International Lender comment: The current PPA structure mandates gridforming (GFM) inverter capability without providing any separate remuneration for the GFM service. This approach is materially below international benchmarks: the UK National Grid Stability Pathfinder Phase 2 procurement programme remunerates GFM-equivalent services at approximately £5.7 million per GVA·s per annum (corresponding to USD 6-12 million per annum for a 30 MWac plant with 4 seconds of synthetic inertia). Embedding this service in the base Tariff without explicit recognition makes the service economically invisible and creates a long-term incentive misalignment between the Selected Bidder and CEB on grid stability investment.
To recognise the value of GFM grid stability services and align with international practice, could CEB kindly consider:
(a) Introducing a separate GFM service remuneration element in the Tariff structure, calculated on a £/MW·s synthetic inertia basis consistent with the UK Stability Pathfinder methodology;

(b) Alternatively, providing a fixed annual GFM service fee paid to the Selected Bidder in addition to the energy Tariff, calibrated on the equivalent value of synthetic inertia provided to the CEB grid;
(c) Confirming that the Selected Bidder retains the right to monetise GFM services in any future Mauritian ancillary services market that may be created during the 25- year PPA Term.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 45
Please comply with the requirement of the PPA.

Query 46
PPA 10509 Schedule 19 — GFM Dynamic Test Framework

Reference text: "The Selected Bidder shall demonstrate compliance of the BESS grid-forming inverters with the requirements of Schedule 9 prior to Initial Synchronisation."
International Lender comment: The PPA does not provide an explicit testing framework for grid-forming inverter capability, creating uncertainty around:
(i) the test sequences required,
(ii) the acceptance criteria,
(iii) the pre-COD validation timeline, and
(iv) the recourse mechanisms in case of partial noncompliance.
Without a defined framework, the Selected Bidder cannot price the test campaign accurately and cannot guarantee timely COD achievement.
To ensure clear compliance verification of the GFM inverter capability, could CEB kindly clarify:
(a) Whether CEB endorses the UK GC0137 Grid-Forming Converter Specification as the reference test framework, or alternatively the EDF SEI Stockage v0 24/01/2025 test framework, or another specific framework;
(b) The list of test sequences required pre-COD (typically Inertia Active Power, Phase Jump Active Power, Damping Active Power, Fast Fault Current Injection);
(c) The acceptance criteria for each test sequence (e.g., minimum H constant, response time, damping ratio);
(d) The validation timeline for CEB review of test results (proposed: 30 Business Days from submission, with deemed approval if no comments are issued);
(e) The procedure in case of partial non-compliance — specifically, whether a remediation period applies and whether such period extends the Project COD timeline.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 46
(a) The CEB is open to any test framework that demonstrates compliance to the requirement of the PPA. The final test framework shall be finalized with the Independent Engineer.
(b) The list of tests provided in the PPA is a minimum requirement, however the final tests will need to be finalized with the Independent Engineer prior to the start of all tests.
(c) The acceptance criteria shall be as per relevant standards and requirements of the PPA. Please refer to Schedule 1 and Schedule 9 of the PPA.

(d) CEB shall review the submitted GFM test results within thirty (30) Business Days. No deemed approval shall apply; approval shall be expressly issued by CEB, taking into account the Independent Engineer's review and recommendations.
(e) No extension of the COD will be granted for partial non-compliance.

Query 47
RFP 10509 Schedule 2(H) — GFM operational mode (Strong Grid)

The grid-forming inverter requirement is clear in principle but requires technical specification clarification regarding the operational mode.
Could CEB kindly clarify:
(a) Whether the grid-forming Mode of inverters will not be used in Normal Operation while being connected to the Grid but only in specific circumstances not clearly defined yet in the current grid conditions (Spinning reserve, Inertia, etc.) considered to be Strong Grid;
(b) Such Grid Following Mode (GFL) will allow the frequency response curve (Figure 4) defined in Schedule 9 – Part 6 to be met as it is a Control Based Active Power allowing better precision in P or Q control and an extremely fast response meeting the 200ms requirement. A Grid Forming Control used while Plant being grid connected is NOT able to follow such requirement as it would only provide Inertia Active Power Response, Damping Active Power Response or Phase Jump Active Power Response as defined in GC0137 Grid Forming Converter Specification, providing very valuable grid support but in a different manner;
(c) Whether if the GFM mode is activated in the future while Plant being connected to the Grid (and with parameters yet undefined), all penalties associated to Profile precision under Forecast Tolerance, DFR or Guaranteed Operating Characteristics Part 1 to Part 6 shall be waived to reflect such different behaviour of the Plant in Grid Forming operation.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 47
(a) The Power Plant shall be switched from the Grid Following mode to the Grid Forming Mode following a signal or instruction from the System Control Centre.
(b) The power plant shall comply with the requirement of the PPA
(c) Please note that GFM mode shall be applicable only when the plant is operational i.e. from 18:00 hrs to 06:00 hrs next morning (hence no impact BESS SOC). Should there be a situation where the Plant has provided more than one frequency support event during its operation, the duration of the dispatch instruction will be affected. However, DFR will be applicable until the BESS has been completely discharged.

Query 48
RFP 10509 Schedule 2(H) — GFM SoH degradation compensation

Reference text: "The BESS shall be equipped with grid forming inverters to support the grid."
The grid-forming inverter requirement is clear in principle but requires technical specification clarification in case the operation of BESS for providing grid support to CEB damages the BESS State of Health (SoH).
Could CEB kindly clarify:

(a) Whether if the BESS suffers abnormal cycling due to extreme solicitation under the frequency control (in Grid-Following mode, e.g. if dead-band set below 49.5 Hz / 50.5 Hz) or in Grid-Forming Mode, and hence degrading the SoH beyond the Manufacturer's warranted ageing curve based on pure Dispatching Instructions, the Seller will benefit from CEB of a financial compensation (as a lump sum for participation to the replacement of BESS before end of the PPA, or a tariff increase).

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 48
The requirement for frequency regulation has been provided in Part 7 of Schedule 9 of the PPA. It is the responsibility of the Power Generator to design the power plant to comply with the PPA. No financial compensation or tariff increase will be considered.

Query 49
PPA 10509 Article 9.1(f) — CUF ceiling for Excess Energy threshold

Reference text: "CEB shall not be obliged to offtake any energy in excess of the quantum equivalent to the Declared Annual CUF against the Contracted Capacity. If CEB agrees to purchase excess energy from the Project, such energy shall be sold by the Renewable Power Distributed Generator to CEB at 50% (fifty percent) of the Tariff."
International Lender comment: The Declared Annual CUF is based on P50 Production — the production level where there is 50% chance to have more generation and 50% chance to have less generation based on statistical solar resource. As a result, the current threshold (Declared Annual CUF as the ceiling beyond which a discounted Tariff applies) statistically penalises the Seller more than 50% of the years over the 25-year PPA term. Furthermore, paragraph 9.1(c) clearly stipulates "so as to achieve Declared Annual CUF [within +5% and -5%] of the Declared Annual CUF", recognising the inherent ±5% variability. This +5% upper bound should logically apply to the Excess
Energy threshold as well, particularly given that solar resource variation is known to be mostly within the same range of annual variation.
Could CEB kindly clarify: Whether it shall rather be the "Declared Annual CUF + 5%" be taken as the threshold over which a discounted Tariff applies rather than Declared CUF as ceiling.
Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 49
Please note that if the actual annual CUF is above +5% of the Declared Annual CUF, the excess energy will be purchased at 50% (fifty percent) of the Tariff.

Query 50
PPA 10509 Schedule 9 – Part 6 — Frequency support duration

Reference text: "3. The Project shall be designed for a MW reserve capacity equivalent to at least 20% of the Maximum Capacity for a duration of at least One hour (energy stored in MWh), for under-frequency regulation. 4. The Project shall at all-time maintain a MW absorption capacity equivalent to at least 20% of its Maximum Capacity for a duration of at least Four hours (energy stored in MWh), for over-frequency regulation."

International Lender comment: The frequency requirement is clear in principle but is significantly higher compared to previous CEB tenders and international practice. As per international practice, frequency control support is split into kinds of service in terms of durations (e.g., FFR/Fast Frequency Response 0-2 seconds, Primary Response 2-30 seconds, Secondary Response 30 seconds-15 minutes). We believe that the expectation of this tender from the BESS is mostly to shave PV energy from daytime and shift it to evening periods. As such, the frequency requirements which are added to this service should not be over-dimensioning even further the BESS and remain strictly limited to 15 minutes of support. CEB has other operational assets including BESS (CEB owned BESS facilities) which are able to treat longer events that do not refer to frequency events but rather dispatching of energy from different assets.
To ensure a fair and economical BESS sizing, could CEB kindly clarify:
(a) Whether the durations of One-Hour for under-frequency regulation and 4 hours for over-frequency regulation can be reduced to a maximum of fifteen (15) minutes; (b) Whether there shall be a waiver of all penalties for the whole day if the Frequency support is activated more than one time during that day;
(c) Whether the frequency support service is only expected by CEB from the Plant during Plant injection time on the grid as applicable under the relevant Dispatch Profile.

Kindly comment on the above and confirm by way of Addendum to the RFP whether the proposed amendment to the PPA is accepted or rejected.

Reply 50

a) Please note that the over-frequency regulation has been revised to one hour. Refer to Addendum No 2.
b) Please refer to Reply 47 (c) above.
c) The frequency support service is expected from the Plant during Plant injection time on the grid as applicable under the relevant Dispatch Profile and exceptionally required by the SCC under emergency conditions (BESS Requisition).

Query 51

Could you provide a Draft PPA Agreement for the above;

Reply 51

Please note that the model PPA has been uploaded on the CEB website.

Query 52

In line with the Bids above, are there specific areas where we can acquire the land?

Reply 52

It is the bidder's responsibility to acquire the land to implement the project.

Query 53

Would a foreign company be able to bid for this if it meets the pre-qualification requirement?

Reply 53

Yes. Foreign companies can also participate in this bidding exercise.

Query 54

If a JV is created for same, would the financial aspect be a merge of the companies within the JV?

Reply 54
Yes. In case of JV, the assessment will be made based on the combined financial capabilities of members comprising the JV.

Query 55
BESS SOC

As per the PPA (schedule 9 - Guaranteed Operating Characteristics, part 1 of page 89), we understand that the Renewable Power Generator needs to deliver energy according to the Guaranteed export profile at the Point of Delivery. We would like to understand whether the grid export profile provided in Schedule 9 is a contractual requirement of the Power Generator, or it is simply an illustration and consequently not binding.

The area under the graphs of the Guaranteed Export Profile corresponding to energy delivered under different dispatch loads varies from around 165 MWh for 30 MWac and up to around 172 MWh for 15 MWac. Consequently, the minimum BESS SOC of 150 MWh as defined under Article 8.2(d) of the Model PPA would not be able to meet the Guaranteed Export Profile. Moreover, when energy losses related to round trip efficiency, power conversion system and cable losses are factored in, it becomes even more challenging to meet the guaranteed export profile.

Reply 55

Kindly note that in the illustrative example in Schedule 9, the BESS SOC was 180 MWh and hence adequate enough to meet the pre-defined profile. Hence, the grid export profile provided in Schedule 9 is non-binding. The operation philosophy of this project has been clearly explained in the RFP document (Refer to Part I of Schedule 2).

The Power Generator shall provide the SCC the net dispatchable MWh from the BESS to the SCC and same shall exclude any applicable losses, round-trip efficiency, auxiliary consumption, degradation and operational margins in its design as well as line losses to Point of Delivery (Refer to Part I of Schedule 2).

Query 56
PV capacity

As per Schedule 2 of the RFP, part A - project features sub section (ii) states that the installed DC capacity of the Solar PV farm shall not be higher than 40 MWdc and furthermore states that any Project capacity higher or lower than this capacity shall not be accepted.

However, on another note, Point 1.7 under Section 1 of the RFP referring to 'Capacity Allocation for a Bidder' subsection b, states that Bids with a capacity lower than 40 MWdc shall not be considered and that bids above 40 MWdc shall be considered as 40 MWdc for evaluation purposes. We kindly request CEB to clarify this discrepancy.

We also request CEB to please advise whether a PV capacity above 40 MWdc is permitted, given that according to our calculation, the 40 MWdc would fail the contractual BESS SOC

of 150 MWh under in any P90 or worse year. In addition, based on our preliminary energy assessments, we request clarification as to whether the specified PV capacity is expected to reliably support compliance with the Minimum BESS SOC throughout the life of the PPA, understood that if we factor in the 25-year efficiency degradation of the PV modules, the BESS SOC would not be possible without revamping the array mid-contract.

Moreover, we would be much grateful if you could clarify as to whether this minimum BESS SOC of 150 MWh would apply under all operating conditions, including periods of low irradiation, and whether it is expected to be met under worst-case seasonal conditions (e.g. winter period), or if any tolerance or relief applies where the shortfall is due to solar resource limitation rather than plant unavailability. Otherwise, to ensure compliance, bidders would be expected to optimise PV sizing accordingly

Reply 56
For clarity, the installed DC capacity of the Solar PV farm shall be 40 MWdc. Bids proposing an installed DC capacity lower than 40 MWdc shall not be considered compliant.

Please refer to Reply 87 below Refer to Addendum No. 2.

Query 57
Transfer of the Project to CEB upon expiry of the Term of the Agreement.

According to Clause 17 of the Model PPA- TERM OF THE AGREEMENT, sub section 17.3, CEB may at its sole discretion, require the Renewable Power Generator to transfer the Project to CEB without seeking any additional costs or payments from CEB for such transfer. We wish to inform CEB that in case of award of the contract, the Renewable Power Generator is not the owner of the land earmarked for implementation of the project and will therefore be entering into a long-term lease agreement with third parties. In the eventuality of a transfer of the project to CEB, CEB would be expected to negotiate directly with the landowner on the commercial conditions for the right of use of the land.

Reply 57

In such case, the land lease agreement will be transferred to the CEB under the same terms and conditions as initially agreed with the Renewable Power Distributed Generator.

Bidders are therefore required to structure their land lease agreements in a manner that ensures compliance with the above.

Query 58
Compensation by CEB

In accordance with Article 8.3 of the Model PPA – 'Curtailment by CEB', subsection (b) and Article 9.3 - Generation compensation by CEB, subsection (b), CEB shall pay compensation to the Renewable Power Generator in case CEB curtails the production of energy or if the grid is unavailable for more than 24 (twenty-four) hours in any contract year. However, according to schedule 11 - Generation Compensation payable by CEB, sub section 2, the compensation is calculated based on No. of hours of curtailment by CEB

beyond 48 (forty-eight) hours or No. of hours of grid unavailability beyond 48 (forty-eight) hours. We kindly request CEB to clarify the discrepancy between the two values of Articles 8.3, 9.3 and Schedule 11 respectively.

Reply 58

Please note that the provisions of Article 8.3 and 9.3 are correct.
Kindly refer to Addendum No. 2 for necessary amendments in Schedule 11.

Query 59
Curtailment Impact on Performance Obligations

We kindly request clarification on how curtailment is to be considered in relation to Minimum SOC compliance and 'Capacity Utilisation Factor' (CUF) calculation, particularly where reduced generation may affect BESS charging. There is no explicit carve-out for curtailment, meaning if CEB or grid conditions force a curtailment of PV output during daylight charging hours, the provisions of the RFP do not excuse the Power Generator from the 150 MWh minimum SOC obligation. Given that the declared CUF becomes binding post- Commercial Operations Date (COD), with penalties under the PPA for falling below it, the provisions of the RFP do not include any curtailment relief mechanism for CUF compliance.

Reply 59

Curtailment and grid unavailability shall be excluded from the CUF calculation in accordance with the PPA.

For sake of clarity, there shall be no curtailment of the PV plant during day when the BESS is being charged. The plant shall not be exporting power to the grid during daytime except on grid emergency conditions.

The plant will only be dispatched as from 18:00 hrs and the CEB shall completely discharge the BESS stored energy by 06:00 hrs the next morning.

Query 60
Interaction with BESS Requisition (150 hours)

Article 9.1(c) of the PPA provides for adjustment of the dispatch profile following BESS utilisation by CEB. We kindly request CEB to confirm whether, during BESS requisition periods, the requested output may be supplied by prioritising available PV generation and utilising BESS discharge only for the balance required to meet the requested export level.

Reply 60

Yes. During BESS Requisition periods, the Power Generator may prioritise available PV generation provided the exported output power is firm and stable at the Point of Delivery.

The Power Generator shall remain responsible for complying with the applicable dispatch instruction, BESS Requisition requirements and the PPA.
Refer to Addendum 2.

Query 61
Are the technical references eligibility criteria eliminatory, or are they part of a scoring system? Specifically, if a developer has over 100 MW in total operational capacity, but the individual project sizes are smaller and without battery storage—given that battery-integrated projects are very recent—would this meet the requirements, considering most IPPs may not yet have the specified level of experience?

Reply 61

Please note that there is no scoring system in the RFP.
Refer to Addendum No. 2.

Query 62
We refer to RFP CPR 2026 10509 and seek clarification regarding the Technical Capacity requirements under Section 4.2 of the RFP, in the interest of ensuring adequate competition and optimal tariff discovery.

1. Development and Commissioning Experience
Section 4.2(a)(i) requires experience of two (2) solar PV projects of minimum 40 MWdc each with co located BESS. Given that large scale PV BESS deployment is relatively recent, the number of IPPs having developed multiple projects of this scale is limited, which may significantly narrow the pool of eligible bidders.
We therefore request CEB to clarify whether this requirement may be deemed satisfied where the bidder engages experienced EPC contractors and/or key subcontractors who can demonstrate experience of at least one (1) solar PV project of minimum 40 MWdc with BESS of minimum 5MW (not collocated), while the bidder remains fully responsible for project delivery and performance under the PPA. As for the BESS experience, we would kindly request the CEB to consider also BESS that are not collocated with the PV Farm.

2. Operation and Maintenance Experience
Section 4.2(a)(ii) requires five (5) years of O&M experience for a 40 MWdc PV BESS project. Considering the limited operational history of utility scale PV BESS projects and the availability of proven risk mitigation measures (long term O&M contracts, OEM warranties and performance guarantees), we respectfully request CEB to consider waiving or relaxing this requirement to 1 year of O&M experience. We can also propose to CEB that the selected bidder shall within 8 weeks from award, demonstrate engagement via MOU or contract agreement with specialised contractors having at least 1 year experience in PV+BESS for the O&M scope.

3. Avoidance of Mandatory JV Structures
We further note that relying on third party experience through equity participation triggers JV and equity lock in requirements under Section 3.3. To maintain flexibility and avoid unnecessary structural complexity, we propose that technical experience through EPC and O&M arrangements be permitted without requiring Joint Venture formation.

Reply 62

Refer to Addendum No. 2.

Query 63

Kindly confirm if quoted tariff is VAT exclusive?

Reply 63

Yes. The Quoted Tariff shall be exclusive of VAT. Please refer to Article 11.3(b) of the PPA.

Query 64
Kindly advise how the discount rate fits in the LUCE calculation?

Reply 64

The discount rate shall be applied to compute the Present Value (PV) of (i) the projected revenues and (ii) the total energy exported to the grid over the 25-year PPA term, for the purpose of evaluation and comparison of bids.

Query 65
Kindly provide a checklist for submission.

Reply 65

Please refer to Section 15 of the RFP whereby all the submissions to be included in the Qualification Proposal have been listed. Bidders are recommended to examine the RFP document and submit any other relevant information/document as deemed necessary for evaluation of bids.

Query 66
A common concern for almost all bidders regarding this RFP is the technical criteria for qualification.
We have the following technical capacity regarding PV and collocated BESS:

1. **Project 1**

PV capacity 40 MWdc with collocated BESS of 5MW
O&M : 2 years

2. **Project 2**

PV Capacity of 4,64 MW with collocated BESS of 7MW
O&M : 1 year

Kindly confirm if the above can be considered as technical capacity to qualify under this RFP.

Reply 66

Please refer to Addendum No. 2.

Query 67
We have total of 3.5 + GW of projects including Solar, Wind and hybrid systems, also BESS projects.

I had a query that if our company has individual experience of BESS and solar, would we qualify or would you be accepting us?

Reply 67

Refer to Addendum No. 2.

Query 68
We would like to seek clarification regarding eligibility for participation under this RFP.

Our scope is focused on providing renewable energy equipment, energy storage systems, technical support, commissioning assistance and training services. We do not directly undertake EPC responsibilities, however we are able to collaborate with local EPC contractors for practical project implementation where required.

Could you kindly confirm whether participation under such a structure would be acceptable under the tender requirements?

Reply 68
In the above case, the firm can participate in the current RFP as a supplier of equipment to prospective bidders.

Query 69

I represent Company X. We support utility-scale solar projects with fixed-tilt mounting structures, single-axis trackers, rooftop systems, carports, floating solar structures, and project-specific structural design support.

For island and coastal environments, we can assist with corrosion-resistant mounting solutions, wind-load design considerations, logistics-aware packaging, and early-stage technical quotation based on project layout, module selection, geotechnical assumptions, and BoQ requirements.

If there is a supplier registration process, bidder list, or preferred route for engaging EPCs and project developers participating in this RFP, I would appreciate your guidance.

Reply 69

Kindly be informed that CEB does not provide guidance on commercial arrangements between suppliers, EPC contractors and prospective bidders.

Query 70

We refer to the above-captioned Request for Proposal (RFP) and respectfully seek clarification regarding the interpretation of the qualification requirements relating to SPV shareholding structure, EPC arrangements, and Operation & Maintenance (O&M) experience.

For ease of understanding, we provide below an example of the proposed structure:

1. SPV / Bidder Level

The Bidder/SPV is proposed to be constituted as a Joint Venture among three companies A, B and C, at least one of JV Members [Company C] possesses and demonstrates the specific qualifying experience required under the RFP for Solar PV + BESS projects.

2. EPC and O&M Level

Separately, the EPC and O&M arrangement is proposed to be undertaken through another JV structure between:

- One Member of SPV [Company C] having the specific qualifying experience; and
- Company D with extensive local experience established in Mauritius.

The both parties of this JV in EPC and O & M level will be jointly and severally liable.

3. Clarification request

In view of the above proposed structure, we kindly request clarification on the following:

- Whether the EPC Contractor and/or O&M Contractor may comprise one Member of SPV (Company C) holding the specific qualifying experience as required in RFP, together with another entity (Company D) which is not;
- Whether the proposed EPC/O&M structure described above would satisfy the qualification requirements under the RFP, particularly with regard to:
    - construction experience requirements; and
    - operation and maintenance experience requirements;

Reply 70

Please refer to Addendum No. 2 whereby changes have been brought on the technical qualification as well as on constitution of the SPV for the project.

Query 71

We also understand that energy sovereignty must not be achieved at the expense of agricultural independence, and that the CEB seeks to minimize interference between these objectives (which also ensures the grant of permits in a timely manner), nor at the expense of the electricity prices for the end consumer, that could rise due to land constraints.

After in-depth analysis of the tender requirements, we would like to clarify certain aspects of the Land Eligibility Criteria set out in **Schedule 2, section (B) (ii)** as part of the Project Requirements (and related to Sections 7.6 (d)(i), and 24.1(c) of the Bid Document), in order to better understand how energy development and agricultural land use constraints may best interact whilst maintaining tender competitiveness.

We note that:

- Criterion (ii) requires that "*The Power Generator shall have to identify sites/zones/plots/areas for development of REHF Projects which* ***are excluded from the prime/moderate agricultural land*** *as well as zones within the existing irrigation networks.*"

We have identified that land plots on the identified areas (low/marginal potential) which also feature sufficient size for a REHF projects (10MWac and 40MWdc) remain extremely limited, particularly when taking distance to eligible substations into account. This distance is a crucial factor when it comes to grid connection costs, but also to permitting complexity, which can directly compromise project feasibility (right of way/wayleaves management).

The map below shows in green low/marginal land plots of sufficient size, located under 2.5 km away from an eligible substation.

It can already be pointed out that the land compatible with tender requirements is concentrated near a few substations (mostly to the East), and that around half of the eligible substations are excluded due to lack of nearby eligible land. Crossing the MSIRI map with a land registry dataset to identify the size repartition of eligible plots (at a distance of 2.5km from the substations):

	20 ha < S < 30ha	**30 ha < S < 40ha**	**40 ha < S < 80ha**

No of Plots (< 2,5 km)	4	2	0

In addition, the limited number of bays per substation will further increase the average grid connection distance.

As a result, this requirement will 1) exacerbate competition for a few valuably located plots, driving prices up, and 2) increase grid connection distance for all projects (with the associated costs and right of way complexity).

Without in any way questioning the need to preserve agricultural sovereignty in Mauritius, we suggest there may be alternative ways to reach this objective without impacting tender competitiveness as much.

In order to conciliate the goal for agricultural autonomy with energy autonomy, we wonder if CEB would be open to alternate option rather than forbidding to install the PV project on high and moderate agricultural lands, without wasting the established land potential and upon validation of the MSIRI. For instance, compensation measures or agrivoltaics could be considered, as observed in other islands facing the same land constraints, the latter enabling the land to be used for both agricultural and energy production activities, with a strong emphasis on yield preservation. This opens the opportunity of considering prime/moderate agricultural land for REHF projects, under the specific control and guidance of the MSIRI.

We therefore seek the CEB's clarification on the following:

1. Please confirm whether the requirement under Section 24.1(c) and 7.6(d)(i) to provide 'confirmation from MSIRI that selected site is not within prime/moderate agricultural land' would be considered satisfied if the MSIRI provides a formal 'Letter of No-Objection / Approval' for a specific project on prime/moderate land, subject to conditions such as agrivoltaics practices or other compensatory measures that the MSIRI may deem fit/appropriate.
2. If the land classification remains 'prime/moderate' but the MSIRI formally approves its use for a REHF project under specific guidelines, can the CEB confirm that such MSIRI approval will be accepted in lieu of the 'non-prime/moderate' certificate to avoid any risk of disqualification or encashment of the Bid Security under Section 7.6?

Reply 71

Please note that if MSIRI gives its No-Objection on the proposed site, the CEB will consider the project for PPA signature.

Query 72

The queries:

- **Request for extension of the bidding timeline.** As a foreign participant, we require additional time to conduct on-site due diligence, including land inspection and verification of high-voltage substation conditions. We kindly ask for a reasonable extension for 3 months of the bidding deadline.

- **Mandatory requirement for Tier1 BESS suppliers.** The tender has already specified Tier1 qualification for PV modules. Considering the BESS system is directly connected to the national grid, higher technical standards and product quality are essential for grid safety and stability. Furthermore, Mauritius is a world-famous tourist country. The safety of large-scale energy equipment must be prioritized. Any safety incidents

caused by low-quality equipment may lead to negative international news, which will severely damage Mauritius' reputation, tourism image and tourist safety.

The questions:

1. From the tender that foreign bidders are allowed to bid for the full capacity of this project. As foreign bidder face great difficulties in sourcing multiple local land sites. We would like to confirm whether the total 120MW project can be integrated into 1 single site to ease local site preparation work.
2. The tender requires mandatory 30% BESS matching ratio for this project. Meanwhile, the subsequent technical specifications state that the energy storage system must deliver 150MWh electricity to the grid on a daily basis, which means the minimum BESS capacity shall be no less than 150MWh, Please help us confirm whether this understanding is correct. If yes, please clarify whether the actual required BESS scale of this project is 3×150MWh, which makes total of 450MWh.

Reply 72

The CEB will consider the request for extension and bidders will be informed accordingly.

Tier-1 BESS Supplier

Please note that there is no mandatory Tier-1 BESS supplier requirement in this RFP. Bidders shall design the plant in line with Guaranteed Operating Characteristics NationalGrid Code requirements RFP and PPA.

Single Site for 3 × 40 MWdc

Please note that the responsibility to secure required land for the project rest with the Bidder.

BESS Capacity / Minimum SOC

Kindly note that the 30% BESS requirement is in regard to experience of the bidder in development of solar & BESS project of equivalent capacity and is used solely for evaluation purpose (Technical Capacity).

The Minimum BESS SOC of 150MWh is an operational requirement set specifically for this project. Please Refer to Reply 13 (b) and Addendum No. 2 where the Minimum BESS SOC has been amended to 100 MWh.

Query 73

We refer to the bidding documents issued, namely the Request for Proposal dated 13 April 2026 (the "RFP") and the Model Power Purchase Agreement (the "PPA"), issued in connection to the purchase of electrical energy from 3 X 40MWpc renewable energy hybrid facilities in Mauritius (Solar PV + Battery Energy Storage System) referenced above. We are writing to you in respect of section 5.1 (a) of the RFP - Clarifications and Queries - of page 17. Our clarification is listed below.

We would like to raise a concern regarding the Technical Criteria of the RFP. The cumulative conditions that:

1. The Bidder needs to demonstrate that it or its technical partner has developed two solar PV projects of at least 40MW$_{DC}$, co-located with BESS for at least 30% of that capacity, connected to a voltage network of at least 11 kV, with such projects having been commissioned in the last 10 years;
2. The Bidder needs to demonstrate that it or its partner has operated and maintained one such solar PV project for an aggregate period of 5 years in the last 10 years; **AND**
3. That the technical partner (or partners if the bidder relies on more than one partner to meet 1 and 2 above) whose experience was relied upon for demonstrating 1 and 2 above needs to have at least 26% of the SPVs Equity, makes it very complicated, if not impossible, for anyone to bid, at least forpotential Mauritian bidders, none of whom, we can confidently say, would meet these criteria on their own and would definitely need to partner with an international player. But even though, at international level, the only ones who could eventually meet all of these criteria (if any, given that co-located PV-BESS is a relatively novel concept even globally) would be very large corporates forwhom 40MW is very small at their global scale, and taking a minority stake of 26% would most likely be a straight no-go. The risk for CEB is that it receives very few responsive bids should these criteria be maintained as it is.

What we propose instead as an alternative technical criteria, which we believe is achievable whilst remaining robust, is that:
1. The Bidder's EPC contractor meets the criteria at 1. Above, with however no minimum capacity requirement for the co-located BESS;
2. The Bidder either demonstrates having itself operated and maintained an electricity generation facility (not limited to solar PV and BESS) of at least 40MW, connected to a high voltage network of at least 11kV in an insular environment, for 5 consecutive years in the last 10 years; or its O&M contractor does not;
3. No need for the Bidder's EPC and/or O&M contractor(s) and/or technical partner to be shareholder in the SPV, as, as mentioned above, it will be very complicated to have large international corporates to take a minority stake in the SPV for such a small project. Also, by them having such a minority stake is not a guarantee of alignment/performance.

We hence politely request CEB to review this condition to one that will maximise the success of this RFP.

Reply 73

Refer to Addendum No. 2.

Query 74
Confirmation of land type by MSIRI
Reference is made to part F of the RFP – LOA (Letter of Award) and Signing of the Power Purchase Agreement, article 24.1, subsection (c), which states that the Selected bidders will be required to furnish CEB with confirmation from MSIRI that selected site is not within prime/moderate agricultural land within 8 weeks from the issue of Letter of Intent (LOI).

In the event of delays from MSIRI in providing such confirmation, we kindly request CEB to consider an extension of time proportionate to the delay from MSIRI to expedite the confirmation.

Reply 74

Yes. Extension can be considered on a case-to-case basis if delay is attributable to MSIRI. Furthermore, the Bidder shall provide documentary evidences that the complete request has been made in a timely manner.

Query 75

Expected Completion Time for the REHF project
As per Schedule 2 of the RFP - PROJECT REQUIREMENTS, subsection (P), the Commercial Operation Date of the REHF shall be within 18 months from the signature of PPA, including a period of 7 months to achieve all Conditions Subsequent (Article 2.2 – Conditions Subsequent, subsection (d)) under the PPA and reach financial closure, leaving only 15 months to complete the project, which may be technically unfeasible.

Having said so, the REHF is fully aware of the urgency to deliver the project on a timely basis in the context of a national energy crisis. The attainment of financial close and disbursement of the facility is subject to the obtainment of the Environmental Impact Assessment license, the Land Conversion Permit and the Building and Land Use Permit from various Ministries and that such processes are outside of the control of the REHF.
In addition, when reference is made to Schedule 2 of the RFP relating to completion time, the bidder would like to advise CEB of the challenges of having unfavourable subsoil conditions like hard basalt stone at some sites under low agricultural potential which pose as an additional constraint in terms of an extended drilling time.

We kindly ask CEB to therefore consider COD to be 22 months as from achievement of all conditions subsequent.

Reply 75

No. Please comply with the implementation timeline.

Query 76

Clarification on Capacity Utilisation Factor (CUF)
Reference is made to Article 9.1 – Right to Contracted Capacity and Energy, subsection (c) of the PPA, which stipulates that, in each Contract Year, the Renewable Power Distributed Generator shall supply energy to CEB at the Interconnection Boundary, measured at the Point of Delivery, so as to achieve an annual CUF within ±5% of the Declared Annual CUF for the term of the Agreement.
We respectfully seek clarification on the implications in the event that the achieved annual CUF falls outside the ±5% range of the declared CUF, while still remaining above the minimum CUF requirement.
By way of illustration, if the declared CUF is 29% and the actual annual CUF achieved is 23%, we kindly request confirmation as to whether any penalties would apply under such circumstances.

Reply 76

Please note that the Minimum CUF (DC side) under this project is 16%. Since the DC side is capped at 40 MWdc, penalties shall apply only if the actual annual CUF is below the threshold of -5% of the Minimum CUF (16%).

For the avoidance of doubt, in the event the actual CUF is above the +5% threshold of the Declared Annual CUF, the excess energy will be purchased at the 50% of the accepted tariff.

Query 77
Force Majeure
Reference is made to Article 16.1 – Force Majeure Event of the PPA. Kindly clarify the treatment of severe cyclonic conditions below the threshold of 280 km/h gusts for 3 seconds, which may nonetheless materially affect solar irradiation, dispatch capability, BESS charging, forecasting accuracy, DFR compliance and annual CUF performance.
(i) We would therefore appreciate clarification on whether any consideration or relief mechanism would apply under such circumstances where the resulting underperformance is directly attributable to adverse cyclonic conditions.
(ii) We also kindly seek clarification as to whether the force majeure related to cyclonic conditions extends to forecasting penalties. For example, during cyclonic/ cyclone aftermath conditions, it may be impracticable to accurately forecast the expected power output. Under such circumstances, please confirm whether the Generator would continue to incur forecasting penalties during the period of Force Majeure, or whether such penalties would be waived.
(iii) Additionally, during prolonged periods of low irradiation, such as in the aftermath of cyclonic events, the combined PV and BESS system may not be capable of meeting the expected power profile. We would therefore appreciate clarification as to how such situations would be handled by the CEB. We would like to understand whether such climatic adverse events which are outside of the control of the REHF would be considered as force majeure events or treated as performance shortfalls subject to liquidated damages.

Reply 77
Please see below our responses:

(i) Relief mechanism will be provided under cyclonic conditions (Class 3 or Class 4) as declared by the Mauritius Met Services for Min BESS SOC requirement and forecasting but excluding DFR and annual CUF.
(ii) Please note that under the above conditions (in (i) above), Forecast Penalties shall not apply.
(iii) Forecasting penalties shall not apply during Cyclone Class 3 or 4. As regard to Min BESS SOC during low irradiation, please refer to Addendum No. 2.

Query 78
Forecasting penalty
Reference is made to Article 8.3 – Curtailment by CEB of the PPA. If the CEB issues a curtailment instruction after the Revised Forecast has been locked in and the actual output falls below the forecast tolerance as a result, will CEB waive the forecasting penalty for the duration of that curtailment?

Reply 78

The Revised Forecast relates to the minimum BESS SOC at the Point of Delivery. Please note that curtailment will be applicable when the plant is operational that is after 18:00hrs. Exceptionally under a BESS Requisition event has been initiated by SCC after revised forecast has been submitted the BESS SOC penalty will be waived.

Query 79

Request for Extension of Bid Due Date

In addition to the clarifications raised above, we respectfully request that CEB consider an extension of the Bid Due Date from 22 July 2026 to 26 August 2026 (a period of five weeks). We set out below the substantive grounds for this request.

1. Complexity and volume of the Bid Documents.

The Bidder has to review the RFP and Model PPA which are complex documents and thereafter build a 25- year financial model with intricate penalty mechanisms, dual power output profiles, BESS sizing methodology, notarised land commitments and a multi-volume qualification package. Fourteen weeks is inadequate for a project of this scale, and the bidder is rather looking at nineteen weeks.

2. Lender and equity partner engagement.

In order to obtain minimum indicative term sheets before committing to a tariff, the time required to engage development finance institutions, equity partners and lenders, share the financial model and risk analysis, and Internal credit committee processes at some DFIs alone take six to eight weeks.

3. Identification of Technical Partner

The bidder has explored globally several collaboration prospects with experienced and leading firms in the field of PV with co-located BESS but given very high eligibility threshold for technical capacity, engagement with the technical partners have considerably delayed.

Reply 79

Please note that CEB will consider extending the Bid Due Date and will inform bidder accordingly.

Query 80

Technical Eligibility (4.2.)

The mentioned projects should have a BESS size representing 30% of "contracted capacity" -> Can you please confirm that this refers to the BESS injection power in MW and not the capacity in MWh? And that the criterion can be rephrased as "BESS power > 30% * project grid injection capacity in MWac"?

Reply 80

Please refer to Addendum No. 2 where this requirement has been withdrawn.

Query 81

Schedule 2 (D) (iv)

- Can you please confirm if the indicated costs /km of the different 22kV interconnection options (A)(B)(C) are fixed and will not be adjusted by CEB.
- Similarly, could you please confirm if the indicated prices of incoming bays at the substation are fixed?

In order to best anticipate correct interconnection prices, we would be grateful if the CEB could share a more precise guideline/philosophy governing the technical interconnection choices (typically, under which conditions an overhead line is not acceptable, and under which conditions full width resurfacing is needed for an underground line)

If the cost of interconnection were to change for this reason, would the price of the bid be allowed to change accordingly?

Reply 81

Please be informed that this project will be interconnected to the 66 kV network.
Kindly note that the costs provided for the interconnection options are based on April 2026 estimates. The 66kV line will be a private line to be constructed, own and operated by the Power Generator.

Similarly, the cost for incoming bays at the substation is also subject to revision and adjustment.
As regard to guideline and philosophy for interconnection, please refer to Reply 82 below.

Please note that the Quoted Tariff cannot be changed after the Bid Due Date.

Query 82
Schedule 2 (D) (iv)
The pricing /km between options (A), (B) and (C) is significantly different (up to 10x): settling on a solution different from the one anticipated at the time of bidding may have an non-negligible impact on project economics and viability. Can you please clarify the conditions under which the technical choice between interconnection options (A) (B) and (C) will be made: mainly, is it within the Bidder's or CEB's scope ? If it is the Bidder, can you please clarify what CEB's prerogatives on this design are, i.e. if it can impose changes to the planned route/technical solution after award? If it is the CEB, can you please clarify on which basis this choice will be made and when it will be communicated to the Bidder?

Reply 82

Please note that the 66kV line will be a private line to be constructed, own and operated by the Power Generator. It is the responsibility of the Power Generator to identify the most suitable route for the 66 kV interconnection line and to secure the necessary wayleaves. While the budgetary cost for overhead line may be significantly lower than the underground cables, its feasibility will depend on secured wayleaves. In some cases, there may already be existing CEB overhead networks along the proposed route alignment, which could influence the final routing or feasibility of an overhead solution.

Moreover, with respect to the underground option, where the route alignment falls on public roads under the jurisdiction of the Road Development Authority (RDA) and/or Local Authorities, full width road reinstatement shall generally apply, unless otherwise agreed for half-width road resurfacing by local authorities.

Query 83
In case the proposed Site is crossed by an existing transmission line from the CEB's network, can you please confirm that the relevant interactions are solely governed by the Electricity (Safety, Quality, Continuity) Regulations 2022 (mainly, Schedule II of said document)? In particular, that there are no additional requirements on the safety distances if the proposed "structure" to implement is a photovoltaic/REHF plant? Are there any additional documents to submit along the offer in this case?
We would also be grateful if the CEB could share additional guidelines about the consideration of sag and swing in these safety clearances: what are the associated vertical and lateral buffers to consider?

https://ceb.mu/files/files/publications/regulations/Electricity%20(SQC)%20Regulations%202022.pdf

Reply 83

The Bidder shall comply with all applicable provisions of the *Electricity (Safety, Quality and Continuity) Regulations 2022*, including but not limited to those stipulated under Schedule II. Photovoltaic/REHF plants shall maintain the prescribed minimum horizontal and vertical clearances from existing transmission lines.

Additionally, attention is drawn to Clause 23(5) of the Regulations, which states that *no building or structure shall be constructed within the servitude of any overhead conductor.*

With regard to sag and swing considerations, these are assessed on a case-by-case basis, taking into account parameters such as conductor type, tower/pole height, span length, and conductor size of the transmission line. The applicable clearances between the transmission lines and any structure shall remain in strict accordance with Schedule II of the Regulations 2022.

Query 84
In regards to the injection profiles, would you please be able to confirm which public holidays shall be considered for the injection profiles.

Reply 84

This is not applicable for this RFP.

Query 85
We would appreciate clarification as to whether the present call for tenders falls within the scope of the Public Procurement Act 2006 (PPA) and the Public Procurement Regulations 2008 (PPR) (both as amended), or whether it is being conducted under specific provisions for exemption or derogation provided for in the PPA/PPR, or under an alternative procurement regime.

Reply 85

The procurement concerns goods (electrical energy) acquired for resale to third parties and not for the operational use of the CEB (Public Procurement Regulations 2008 – First Schedule (Part VI: Exempt Organizations and Activities). Consequently, the procurement exercise falls outside the scope of conventional Public Procurement Act 2006.

Query 86
From the RFP "1.7 (b) - Bids above 40 MWDC shall be considered as 40 MWDC for evaluation purposes;"
From the RFP SCH 2 "(A) (ii) The installed DC capacity of the Solar PV farm shall not be higher that 40 MWdc. Any Project capacity higher or lower than this capacity shall not be accepted."
Can the PV farm be of higher PV installed capacity than 40MWdc ?
If yes, is there a maximum capacity limit? and what does it mean that it "shall be considered as 40 MWDC for evaluation purposes"?

If not, a minimum solar resource of about 5.2kWh/m2 is required every day to ensure that the required 150MWh is available at 18h but 5.2kWh/m2 is actually the average value of daily irradiance over a year in the sunniest locations in Mauritius, so 40MWdc of PV can't produce enough daily energy to meet the minimum SOC requirement at least a third of the year, making the model unworkable, and especially if the BESS is fully discharged every day

Reply 86

Please refer to Reply 13 above.

Kindly refer to Addendum No. 2.

Query 87

Is the Declared Annual CUF an annual value for each contractual year, as implied by the Schedule 11 of the RFP, which feature annual CUF values to fill for each year, and which is consistent with the natural degradation process of a PV+BESS plant hence its CUF, or is it fixed for the whole duration of the PPA as seems to be implied in the rest of the RFP and PPA documents ?

A fixed Declared Annual CUF over 25 years would result in a significantly higher tariff due to higher costs, substantial energy clipping, unused capacity, etc and generally defining the CUF based on performance and output of the projected plant's degraded characteritics on year 25 or the year before repowering, if any, is forcing the plant to behave like an "aged asset" from Day 1 and supresses the ability to capture and monetize the natural surplus in early years, when the plant is at peak performance. PV oversupply in early years is effectively Zero marginal cost energy which will be curtailed under a fixed CUF.

Reply 87

Please refer to Reply 76 above.

Power Generator shall assess the efficiency of the PV plant during the term of the PPA and may revamp and replace degrading PV panels with a view to maintaining the annual CUF above the minimum CUF of 16%.

Query 88

Article 9.1(b) of PPA indicates that "Without prejudice to anything stated herein, the Declared Annual CUF by the Renewable Power Generator shall, in no event, be less than [16% (sixteen percent)] (Minimum CUF), failing which the Renewable Power Generator will pay the Generation Shortfall Liquidated Damages in accordance with Article 9.2(b) below"; and Article 9.1(c) states that "In each Contract Year, the Renewable Power Generator shall supply energy to CEB at the Interconnection Boundary, measured at the Point of Delivery, so as to achieve annual CUF [within +5% (plus five percent) and -5% (minus five percent) of the Declared Annual CUF for the Term of this Agreement]"; andArticle 9.1(f) states that "Unless agreed otherwise between the Parties, the Renewable Power Generator shall not be obligated, in any manner whatsoever, to supply and CEB shall not be obligated to offtake any energy in excess of the quantum equivalent to the Declared Annual CUF against the Contracted Capacity. If CEB agrees to purchase excess energy from the Project, such energy shall be sold by the Renewable Power Generator to CEB at 50% (fifty percent) of the Tariff."

- Can you please confirm that the +/-5% tolerance is in absolute terms and not relative terms (i.e. if Declared Annual CUF is set at 25%, tolerance range for annual CUF shall be 20%-30% [25% +/-5%], not 23.75%-26.25% [25%x(1+/-5%)])?
- If the annual CUF is more than (Declared Annual CUF +5%), when and how does CEB decides if it is going to purchase the excess energy since annual CUF is reconciled annually, after energy has been delivered?
- What are the consequences, if any, if the annual CUF is less than (Declared Annual CUF -5%) but above the Minimum CUF?
- If Declared Annual CUF is set as equal to Minimum CUF, does the -5% tolerance apply and how?

Reply 88

Please refer to Reply 76 above.

Query 89

Does the Renewable Power Generator decide the amount of energy (MWh) to be dispatched that it announces in the forecasts, including the Revised Forecast, or does it only transmit the forecasted State Of Charge with amount of energy stored (MWh) and the amount of energy (MWh) to be actually dispatched is then automatically determined from this SOC to reach full discharge?
For instance, if the SOC forecasted by the Renewable Power Generator for 6PM on a given day is equivalent to 200MWh, can the Renewable Power Generator choose to announce only 150MWh to be dispatched that day in the Revised Forecast, in order to keep 50MWh for the next day where solar energy is expected to be insufficient for the 150MWh requirement?

Reply 89

The Power Generator shall announce the actual stored energy in the BESS on that day. The CEB shall dispatch all the stored energy available in the BESS as of 18:00 hrs.

For low solar irradiation days, kindly refer to Addendum No. 2.

Query 90

Schedule 9 of the PPA on Guaranteed Operating Characteristics indicates that "6. The Renewable Power Generator shall ensure that the BESS is fully dispatched, as instructed by the system control centre, such that the available stored energy is reduced to the minimum allowable level, [ ] MWh by 06:00 hours on the following day, with a view to enabling storage of energy generated by the Solar PV system on the subsequent day" but:

a) what is the definition of this "minimum allowable level"?
b) for what duration is its value defined (e.g. daily, yearly, PPA duration, other ...)?
c) is its value defined by the Renewable Power Generator or CEB?
d) if the value for this minimum allowable level has to be fixed for the whole duration of the PPA can it be defined in % instead of MWh, as the Depth of Discharge and the minimum SOC of a BESS is usually defined in % and not MWh since the BESS capacity degrades over time?

Reply 90

a) Please note that the BESS shall be completely discharged by 06:00 hours The provisions on "minimum allowable level" has been deleted in the PPA. Refer to Addendum No. 2.
b) The operational philosophy of the REHF project is based on a daily basis.
c) Refer to (a) above.
d) Refer to (a) above.

Query 91

According to schedule 2 of RFP:
- BESS discharging starting from 18:00 hours to provide a firm and stable power output to grid upon dispatch instruction from the System Control Centre (SCC).
- The SCC will take into account the 30 mins ramping up and ramping down while issuing the dispatch instruction.
- The SCC shall completely dispatch the entire BESS energy before 06:00 hours the next morning with a view to creating space to store energy produced by the PV plant on the following day.
- The REHF shall be designed to export power in the range 15 MW (minimum) up to 30 MW (maximum).
- Example is given of 180MWh SOC being discharge according to 5 scenarios, with durations corresponding to 180MWh divided by an output power from the minimum of 15MW and maximum of 30MW

However, if considering the 30min ramps, the durations-power-energy values don't match (e.g. starting from 0MW at 6PM ramping up to 30MW and ramping down from 30MW to 0MW by 6AM gives 172.5MWh not 180MWh), kindly check and clarify.
Based on this logic, the limit for daily export would be 345MWh at Point of Delivery (30MWAC x (1/2x0.5h [ramp-up 6:00PM-6:30PM] + 11h [6:30PM-5:30AM] + 1/2x0.5h [ramp-down 5:30AM-6:00AM])=345MWh). Kindly confirm

Reply 91

Please note in the example provided in the RFP, in the event 30 MW is dispatched by the SCC, the plant starts operation at 18:00 hrs and completes operation by 00:00 hrs (6 hrs x 30 MW = 180 MWh).

The daily dispatch will be decided by the SCC depending on its requirements for that particular day. The example provided in the RFP and PPA is for illustration purposes. There may also be possibility of discharging more power before midnight (00:00 hrs) and a reduced power output after midnight as the load is generally lower during the early mornings. However, in any case, the BESS shall be fully discharged by 06:00 hrs the next morning.

Query 92

Does the minimum available daily stored energy of 150 MWh requirement mean that the BESS must discharge a minimum of 150MWh each day, or does it only mean the BESS must have at least 150MWh of available energy every day at 6PM but less may actually be discharged ?

Reply 92

Please refer to Reply 13 (b) above.

The Power Generator shall ensure that the minimum BESS SOC is achieved on a daily basis except for carve outs provided in Addendum No. 2.

The SCC will dispatch all the stored BESS energy by 06:00 hrs the next morning.

Query 93
At what point in the system is the State Of Charge (SOC) defined or considered?
Is the 150MWh requirement applicable at the Battery level, the plant's outgoing feeder, the Point of Delivery or else?
SOC in BESS normally refers to the State Of Charge at Battery level, hence before the battery one-way efficiency, the PCS efficiency, the transformer(s) and the cables losses.

Reply 93

Please note that the BESS SOC at 18:00 hrs shall be used for dispatching by SCC.
The minimum BESS SOC is applicable at the Point of Delivery.
Kindly also refer to Part (I) of Schedule 2 of the RFP (Operation Philosophy of REHF).

Query 94
The CEB require a reserve capacity for frequency regulation (Schedule 9 - Part 6: Frequency Requirements / at least 20% of the Maximum Capacity for a duration of at least One hour for under-frequency regulation and at least Four hours for over-frequency regulation) but:
- approximately how often can it be expected (e.g. rather daily or few times a year)?

Reply 94

It is projected that CEB shall require this service at least 12 times in any contractual year.

Query 95
Article 9.1 (d) of PPA indicates "The Renewable Power Generator shall ensure that the actual power injection from the Project follows the dispatch instructions issued by the system control centre for each time block, subject to a permissible tolerance of ±1 (one) MW." but can such deviation be compensated by an increase or decrease in the discharge duration to match the energy output requested by CEB or will it always result in a surplus or shortfall in MWh?

Reply 95

Please note that the SCC will provide dispatch instruction in power (MW) and the duration for which such power is required in light of BESS SOC available at 18:00 hrs. DFR penalties will be applicable should the actual power goes outside the acceptable tolerance band of +/- 1 MW. The Power Generator shall design the plant to minimize the power output fluctuations so as to be able to comply with SCC instructions.

Query 96
Article 9.1 (e) of PPA indicates "(e) The Renewable Power Generator's performance against DFR will be measured by calculating the average DFR of all the time-blocks during the Month in a Contract Year in which power has been scheduled." but what is the definition of such "time-blocks" referred to here and in Article 9.1 (d)?

Reply 96

The time-block refers to 30 minutes average value of the power export as recorded by CEB meters.
Kindly refer to Addendum No. 2 and example on how DFR will be calculated for this project.

Query 97
Article 9.1 (h) of PPA indicates "(h) CEB may requisition the BESS for its use for an aggregate of up to [150 (one hundred fifty)] hours in a Contract Year, upon payment of [10% (ten percent)] of the Tariff for such usage." Does this correspond to the Article (L) Provision of Ancillary Services to CEB Grid of the Schedule 2 of the RFP?
And what justifies such a low compensation?

Reply 97
The BESS Requisition requirement forms part of the Ancillary Services to be provided by the Power Generator to the grid.
Power Generator providing grid support during under frequency events (metered energy in MWh) shall be remunerated under the same rate as the accepted Tariff. Any other services provided to the grid shall be at no cost to the CEB.

Please refer to Addendum No. 2.

Query 98
Article 9.3 of PPA on Generation compensation by CEB indicates a compensation after "a period of more than 24 (twenty four) hours in a Contract Year" but Article 2 of Schedule 11 of the PPA on Generation compensation in case of curtailment or offtake constraints due to Grid unavailability indicates a compensation "beyond 48 (forty eight) hours". Please clarify the applicable duration and the fact that it is considered as the aggregated duration over a Contract Year

Reply 98

Please refer to Reply 58 above.

Query 99
In the RFP ANNEX 13 FORMAT FOR BID CAPACITY AND SUBSTATION DETAILS, is the distance of proposed land identified for project development from Substation considered as the straight-line distance?

Reply 99

The Bidder shall have to carry out a survey and identify a proposed feasible line routing to the interconnecting substation.

Query 100

According to PPA (K) BESS SOC Forecasting: "the Bidder shall provide the SCC, every morning by 09:00 hours, an indicative expected PV generation (MWh) as well as the BESS SOC (both in terms of % and dispatchable MWh). [...] The Power Generator shall issue a Revised Forecasts at 15:00 hours on the dispatchable MWh by the REHF at 18:00 hours and this Revised Forecast shall be binding and used to assess the Bidder's accuracy on the forecasted output. Hence, any deviation in excess 5% between the actual SOC at 18:00 hours and that forecasted in the morning shall be penalized in accordance with the provision of the model PPA."

Kindly confirm that it is the Revised Forecasts of 3PM that is considered as reference for any applicable BESS SOC forecast penalties, not the morning forecast of 9AM unlike stated above.

Reply 100

Yes. The Revised Forecast submitted at 15:00 hrs shall be used to assess the Power Generator accuracy on BESS SOC and penalties shall be applicable if the Revised Forecast are outside the range of 5% of the actual SOC at 18:00 hrs. Please refer to Addendum No. 2.

Query 101

Subject: Request for Extension of **Pre-Bid Meeting FOR 2 WEEKS and accordingly Bid Submission** Timeline as well, of above RFP, 3 X 40MWdc Renewable Energy Hybrid facilities in Mauritius.

Reply 101

Please refer to Reply 79 above.

Query 102

Land Eligibility

In order to conciliate the goal for agricultural autonomy with energy autonomy, we wonder if CEB would be open to alternate option rather than forbidding to install the PV project on high and moderate agricultural lands, without wasting the established land potential and upon validation of the MSIRI. For instance, compensation measures or agrivoltaics could be considered, as observed in other islands facing the same land constraints, the latter enabling the land to be used for both agricultural and energy production activities, with a strong emphasis on yield preservation. This opens the opportunity of considering prime/moderate agricultural land for REHF projects, under the specific control and guidance of the MSIRI.

We therefore seek the CEB's clarification on the following:

1.Please confirm whether the requirement under Section 24.1(c) and 7.6(d)(i) to provide 'confirmation from MSIRI that selected site is not within prime/moderate agricultural land' would be considered satisfied if the MSIRI provides a formal 'Letter of No-Objection / Approval' for a specific project on prime/moderate land, subject to conditions such as agrivoltaics practices or other compensatory measures that the MSIRI may deem fit/appropriate.

2.If the land classification remains 'prime/moderate' but the MSIRI formally approves its use for a REHF project under specific guidelines, can the CEB confirm that such MSIRI approval will be accepted in lieu of the 'non-prime/moderate' certificate to avoid any risk of disqualification or encashment of the Bid Security under Section 7.6?

Reply 102

Please note that if MSIRI gives its No-Objection / Approval on the proposed site, the CEB will consider the project for PPA signature.

Query 103
Technical Capacity

We note that:

- Criterion (i) requires that *"The Bidder shall have experience in **developing** at least **two solar PV projects** each with a **co-located BESS** connected to a voltage network of at least **11 kV network**. Each such project must have a minimum contracted capacity of **10 MWAC** (respectively **40 MWDC**) with the **BESS capacity** being **at least 30%** of the contracted capacity for such project. The projects should have been commissioned […]"*.
- Criterion (ii) requires that *"The Bidder shall have experience in **operation and maintenance** of **one solar PV project with a co-located BESS**, with a minimum contracted capacity of **10 MWAC** (respectively **40 MWDC**) for an aggregate period of **5 years** […] The co-located **BESS capacity** should be **at least 30%** of the Solar PV contracted capacity"*.

We respectfully submit that projects meeting these combined thresholds (capacity, configuration and operational track record) remain extremely limited, particularly when taking into account the maturity timeline of the BESS market.

Indeed, a five-year operational track record would imply commissioning dates prior to 2021, corresponding to tenders typically launched around 2018. At that time, BESS technologies were still at an early stage of commercial deployment, and the BESS market was not mature at all:

- On smaller grids (e.g. small to medium size islands), while incorporation of BESS to solar power plants has long been technically necessary to ensure grid stability, these hybrid projects rarely presented an injection capacity above 10 MWAC or 40 MWDC up until recent years due to limited grid size and high BESS costs,
- Larger grids, on the other hand, were not destabilized at first by the incorporation of solar PV. Since BESS integration was not an absolute necessity and remained costly (~3x higher than today), it remained on hold until solar PV reached a significant share of the generation mix and started to have impact on the grid, and BESS costs had declined substantially – a transition that has largely occurred only in recent years.

As a result, we would like to highlight that projects strictly meeting the current technical requirements are very rare and have only been performed on a handful of "pioneer" geographies (US, Australia, China), by a few large international actors. This may significantly restrict the pool of eligible Bidders for the present tender, including among established developers with long-standing experience in Mauritius.

Without in any way questioning the objective of securing technically robust Bidders, we suggest that the capability to deliver a REHF project may be demonstrated through alternative and complementary experience factors.

For instance, when combined with the financial stability requirements, the following technical elements may prove satisfactory to demonstrate Bidder's know-how in hybrid projects and maintain project viability for either of the two tenders:

- Experience in developing and commissioning standalone large PV plants (e.g. "Development of a >10 MWac solar PV plant in the last 10 Financial Years")
- Experience in developing and commissioning BESS plants, standalone or hybrid (e.g. "Development of a >5 MWh BESS system in the last 10 Financial Years")
- Experience in developing and commissioning hybrid plant integration (e.g. "Development of multiple >3 MWAC hybrid plants in the last 10 Financial Years"). It is our understanding that the experience in hybrid plant integration is less measured in absolute project size, than in the diversity of complex injection profiles and grid requirements encountered.
- Experience in operation and maintenance of plants meeting the above requirements or similar, accounting for historical market conditions, i.e. that projects in operation since 2021 were much smaller than projects with COD in recent years.

Such an approach would, in our view, allow the CEB to maintain a strong level of technical assurance, while preserving a healthy level of competition, ultimately benefiting the tender outcome in terms of price, innovation and project execution.

Company X has been active in Mauritius for many years and has developed and operated renewable and storage assets across a wide range of geographies, including island systems and pioneering BESS applications. We are fully committed to contributing to the long-term energy transition of Mauritius and to delivering projects that meet the highest technical and operational standards.

In this spirit, we respectfully invite the CEB to consider whether an adjustment or clarification of the technical eligibility criteria could be envisaged, so as to more accurately reflect the skills and experience required to deliver a successful REHF project, without compromising project viability or system security.

Reply 103

Please refer to Addendum No. 2.

Query 104
Extension of the deadline for submission

Given the time taken to receive responses to the clarification requests submitted during the clarification process and considering that some of these responses have not yet been provided, we kindly request an extension of the submission deadline by **two (2) months.** This additional time would allow us to adequately assess the information received and build a robust and competitive proposal.

Reply 104
Please refer to Reply 79 above.

Query 105
Please take note of Schedule 2 of the Bid Document:

Quote : "**Operation Philosophy of the REHF Project**
The REHF shall be designed with the following operational philosophy:

- Charging of the BESS from the associated Solar PV plant during daylight hours.
- BESS discharging starting from 18:00 hours to provide a firm and stable power output to grid upon dispatch instruction from the System Control Centre (SCC). The dispatch instruction shall be subject to the State of Charge (SOC) on the BESS as at 18:00 hrs. The SOC shall be transmitted in real time to the SCC SCADA and shall be exclusive of BESS auxiliary consumption and safe operating limits.
- Providing grid support services including frequency and voltage support, black start capabilities, synthetic inertia, fault ride through among others.
- Ramping up and down of the REHF shall be within a period of 30 minutes (from zero to maximum output and vice versa);"

QUESTION 1: While it is acknowledged the need for grid stability and avoiding over supply and thus straining the current fixed infrastructure, the above philosophy seems to prefer the current CEB generation model as opposed to clean energy solar PV. Considering that investors are expected to outlay substantial capital to design, build and operate the solar PV plants and including battery storage and possible long and costly transmission infrastructure for the energy to interconnect to the appropriate substations, Can the CEB unequivocably state with certainty the expected number of firm megawatt / kilowatt hours per day/or per year as a basis for calculating expected revenues and costs to assess viability?

QUESTION 2 : In arriving at the above philosophy have the CEB considered the need for investors' desire to reach payback position in reasonable time in line with world standards in projects of this nature? We worry that some of the policies under the philosophy may cause long delays in reaching financial closure or non at all.

QUESTION 3 : Is it in CEB's and Mauritius' best interest to give preference to the current fossil fuel generation model as opposed to solar PV and if yes, then why has it become necessary to require that investors come in and pump resources into constructing assets totalling 10 x 10MW and 3 x 40mw if doing so will result in assets that can not be made to sweat in full (barring natural catastrophes)?

QUESTION 4 : The requirement for 30million and 20million Mauritian Rupees as Bid Bond plus another tranche for performance bond for the 40MW and 10MW respectively appears to be prohibitively steep, considering that the off-taker is not contributing any capital towards the realisation of the projects. What would be the adverse effect if these requirements were dropped or reduced to less than 1million Rupees?

Reply 105

Question 1
Please note that the CEB will purchase all the energy stored in the BESS at 18:00 hrs on a daily basis.

Question 2
The operational philosophy set out in the RFP, together with the PPA, has been developed with the assistance of consultants appointed by the World Bank. In formulating these documents, due consideration has been given to the requirements of lenders, project bankability challenges associated with high penetration of renewable energy, and prevailing international market practices for solar PV and battery energy storage projects. Furthermore, a Government Support Agreement (GSA) has been made available for this project The responsibility to reach Financial Close rests with the bidder.

Question 3
The policy of Mauritius is to promote Green Energy over Fossil Fuels. These Projects have been designed to ensure security of supply and at the same time allow for a Green Energy transition.

Question 4
Please comply with the RFP and PPA requirements.

Query 106
From the RFP "*1.7 (b) - Bids above 40 MWDC shall be considered as 40 MWDC for evaluation purposes;"*

From the RFP SCH 2 "*(A) (ii) The installed DC capacity of the Solar PV farm shall not be higher that 40 MWdc. Any Project capacity higher or lower than this capacity shall not be accepted."*
Can the PV farm be of higher PV installed capacity than 40MWdc ?

If yes, is there a maximum capacity limit? and what does it mean that it "shall be considered as 40 MWDC for evaluation purposes"?

If not, a minimum solar resource of about 5.2kWh/m2 is required every day to ensure that the required 150MWh is available at 18h but 5.2kWh/m2 is actually the average value of daily irradiance over a year in the sunniest locations in Mauritius, so 40MWdc of PV can't produce enough daily energy to meet the minimum SOC requirement at least a third of the year, making the model unworkable, and especially if the BESS is fully discharged every day

Reply 106

Please refer to Reply 13 above.

Kindly refer to Addendum 2.

Query 107
The PPA and RFP indicate that a minimum of 150MWh is available for dispatch every day and that a minimum CUF of 16% must be achieved with a Maximum Power Output of 30 MWac. However, a 16% CUF is equivalent to 115.2MWh dispatched daily, not 150MWh (which is equivalent to a CUF of 21%). Therefore, even if the project complies with the Minimum CUF requirement and produces 115.2MWh every day, it will cumulate 34.8MWh of shortfall on Minimum SOC requirement, and at 25,000 MUR/MWh, will face 317.6 Million rupees of penalties each year making the project unworkable. The 150MWh minimum daily dispatchable

SOC requirement is inconsistent with the 40MWdc capacity requirement and with the allowed Minimum CUF of 16%. A minimum daily dispatchable SOC requirement of around 80MWh would be more consistent with the Minimum CUF of 16%, with 40MWdc capacity requirement and the reality of daily solar resource in Mauritius.

Reply 107

Please refer to Reply 13 (b) above and Addendum 2 for carve outs pertaining to BESS SOC.

Query 108

The CEB requires to have at all-time a reserve capacity for frequency regulation (Schedule 9 - Part 7: Frequency Requirements / at least 20% of the Maximum Capacity for a duration of at least One hour for under-frequency regulation and at least Four hours for over-frequency regulation) :

3. The Project shall be designed for a MW reserve capacity equivalent to at least 20% of the Maximum Capacity for a duration of at least One hour (energy stored in MWh), for under-frequency regulation.

4. The Project shall at all-time maintain a MW absorption capacity equivalent to at least 20% of its Maximum Capacity for a duration of at least Four hours (energy stored in MWh), for over-frequency regulation.- Please clarify this requirement

a) Is it a requirement in MW and/or MWh?

b) Is it equivalent to 20% of the reference capacity or 120% of (20% reserve in addition to) the reference capacity?

c) Does "at all-time" apply to both over and under-frequency regulations and does it mean during the operating hours a defined by the Demand profiles, or 24/7?

d) The "Figure 4: Frequency Regulation (P vs f)" shows P3 = 20% of Maximum Capacity above a Pactual value and a P6= -20% of Maximum Capacity below it. This seems to mean the reserve is relative to the actual output at a given time (e.g. if Pactual is 0MW outside of operating hours, the reserve is 20% of Maximum Capacity of this time-block = 2MW and -20% of Maximum Capacity [10MW]= -2MW) and not a fixed reference capacity

e) Approximately how often is it expected to happen (e.g. rather daily or few times a year)?

f) Why such long durations of 1h and 4h?

g) Is there a defined maximum annual duration and any related compensation and/or tariff for these frequency regulation services and other Ancillary Services mentioned in the RFP page 46 ((L) Provision of Ancillary Services to CEB Grid)?

This is a real concern for this project as it'll require having a large storage capacity left unused most of the time that will affect the CAPEX/OPEX hence degrade the tariff. This is true in any case but depending on the clarifications above it can be substantial to extremely significant. For instance, if the requirement is to have 120% of the Maximum Capacity available at all-time for 1h injection and 4h absorption, it means the project requires a minimum reserve of 180MWh (30x120%x1 + 30x120%x4) during the 25 years of the PPA (hence even more in year 1 due tot degradation) not used for the normal operation. This is like doubling the storage capacity of the project and would have significant impact on the tariff. Even a softer interpretation of the above requirements or a duration reduced from 4h to 1h for absorption would still result in important tariff impact and should be compensated. Reserve capacities for the electricity grid

are usually valorized through capacity markets (which pay generators just to be available) and ancillary service markets (which pay for immediate flexibility and balancing services).

Reply 108

Please find below CEB responses:

a) This is a requirement on power (MW);
b) The plant shall be designed to provide at least 20% of the net dispatchable capacity i.e. 30 MWac;
c) It applies for both over and under frequency events and during operating hours as well as BESS Requisition period (Emergency Conditions);
d) Yes. The 20% shall be based on the actual power dispatched by the SCC;
e) Please refer to Reply 94 above;
f) It allows SCC enough time to dispatch other generators and restore grid frequency. Kindly note that over -frequency regulation has also been adjusted to one hour (refer to Addendum No. 2)
g) There shall be no additional compensation for such service.

Query 109

The PPA/RFP require a minimum SOC of 150MWh every day available at the CEB 66kV substation, regardless of the irradiance that day, which is impossible to achieve with 40MWp. A more suitable approach should rely on measurement of irradiance and a requirement for a minimum Performance Ratio (PR) for the PV + storage facility. Indeed, the PR is the best indicator for the performance of a solar PV plant with or without storage, since it measures its output against its input which cannot be controlled. Taking a standard PR for a PV plant with good performance (e.g. 80%), and accounting for losses up to the point of delivery (e.g. 15% for round-trip through PCS+BESS, set-ups and lines), we can closely and consistently assess and monitor the performance of the plant against the irradiance measured via its pyranometers, and penalize any underperformance. Such an approach with standard values mentioned shows that to have 150MWh at the point of delivery for 40MWp, it requires a minimum daily irradiance of 5.5kWh/m2, which is on the high-end of annual average irradiance in Mauritius. Besides, the PPA/RFP impose to empty the BESS daily by 6AM which prevents compensating any anticipated deficit/shortfall in the coming days.

Reply 109

Please refer to Reply 13 (b) above and Addendum No. 2.

Query 110

The RFP/PPA allows a minimum CUF of 16%, which corresponds to an average output of 115MWh, and which is lower than the minimum SOC requirement of 150MWh

Reply 110

Please refer to Reply 13 (b) above and Addendum No. 2.

Query 111

Based on simulations for sites with good irradiance in Mauritius, the results show that with 40MWp, in year 1 (before any degradation), the daily output cannot reach the 150MWh minimum SOC almost 40% of the year, and the 115MWh corresponding to the 16% CUF about 17% of the year. A 100MWp capacity still fails to achieve the 150MWh minimum daily SOC about 5% of the year. Conversely, simulations show that 40MWp can produce a daily output of 80MWh or more about 95% of the year, and this can be increased to 100% if it is allowed to keep some energy the day before for the next day (as opposed to being forced to fully empty the BESS every day by 6AM)

Reply 111

Please refer to Reply 13 (b) above and Addendum No. 2.

Query 112

The PPA and RFP indicate that the Minimum CUF is set at 16% and that shortfall penalties will apply below this threshold but during pre-bid meetings it was indicated that Minimum CUF would be revised to Declared CUF minus 5% (Declared CUF x 0.95) once Declared CUF is announced by the Bidder, and that penalties would apply below this new threshold. Please reflect this in the PPA/RFP and also clarify the Minimum CUF value considered if Declared CUF = 16% (i.e. Declared CUF x 0.95 = 14.4% < Minimum CUF indicated of 16%)

Reply 112

Please refer to Reply 76 above.

Query 113

Article 9.1 (d) of PPA refers to deviations of Power output from Dispatch instructions in MW with a +/-1MW tolerance and penalties beyond. Please clarify if this is equivalent to the DFR requirements and penalties described in Article 9.1(e) or how they complement each other, and how they are calculated considering day-to-day constraints and monthly reconciliation.

The DFR shows a tolerance of 10% on energy units (MWh) and for shortfall only, while the former tolerance is +/-1MW so on power (MW) and for both shortfall and excess, which is confusing, and no separate penalties outside DFR seem to match the +/-1MW tolerance

Reply 113

Please refer to Addendum No. 2 whereby an example of DFR calculation has been provided.

Query 114

Please clarify the definition and calculation method for the DFR, and its difference (if any) with the Forecasting Error, which has its own penalties ("Forecasting Error: means the deviation of the actual electrical energy generated by the Project and metered at the Point of Delivery from the Revised Forecast, expressed as a percentage of the Revised Forecast. Forecasting Error shall be determined in accordance with the methodology prescribed in Article 8.2(b) and shall be considered beyond the acceptable Forecast Tolerance when it exceeds the limits specified therein"). In case of Forecasting Error, the Renewable Power Distributed Generator seems automatically penalized twice. Please reconsider these aspects. The DFR seems sufficient to capture both the need to have a reliable forecasting and the need to correctly implement the dispatch instructions from CEB based on this forecasting

Reply 114

Please note that Forecasting is related to BESS SOC in this project.
Kindly refer to Reply 33 (d) above.

Query 115

Please clarify the calculation of DFR and associated penalties.
DFR is calculated for each time bock (these being 30min according to the prebid meeting information but not precised as such in the PPA), but the Renewable Power Distributed Generator's performance is assessed against the average DFR of all the time-blocks during the month in a Contract Year in which power has been scheduled.
- Is the DFR monthly average be a simple average or a weighed average ?
Shortfall in performance against DFR criteria (<90%) shall make the Renewable Power Distributed Generator liable to pay the penalty equal to 1.5 times the Tariff corresponding to the energy units not scheduled by the Renewable Power Distributed Generator as per the Demand Profile (DFR Damages).
- What is the definition of the energy units not scheduled used for this calculation?
- Is it the shortfall beyond the 10% tolerance or is the 10% tolerance only the criteria for trigerring penalties, with shortfall calculated from the scheduled value itself?
- Is it monthly average DFR minus 0.9 (minimum DFR allowed), times the monthly actual output? or the sum of the shortfalls from the 90% DFR limit for each individual time block in a month in which the average monthly DFR is < 0.9?

Reply 115

Please refer to Addendum No. 2 for necessary amendments to the PPA in regard to DFR.
Also refer to example on DFR calculation.

Query 116

If the forecasted solar resource for a given day (i.e. basically any day with irradiance below annual average) isn't sufficient to cover the minimum SOC, can the Renewable Power Distributed Generator announce a SOC forecast lower than the minimum SOC of 150MWh to avoid being exposed to DFR & Forecasting penalties for reasons not in it control, and also avoid CEB relying on a dispatch profile that can't be delivered?

Reply 116

Please refer to Reply 13 (b) above and Addendum No. 2.

Query 117

Article 9.1(f) states that "Unless agreed otherwise between the Parties, the Renewable Power Generator shall not be obligated, in any manner whatsoever, to supply and CEB shall not be obligated to offtake any energy in excess of the quantum equivalent to the Declared Annual CUF against the Contracted Capacity. If CEB agrees to purchase excess energy from the Project, such energy shall be sold by the Renewable Power Generator to CEB at 50% (fifty percent) of the Tariff." However it was indicated during pre-bid meeting that CEB would purchase all excess energy at 50% of tariff, can you confirm and reflect this clarification in the PPA?

Reply 117

Kindly note that CEB will purchase all the energy exported by the Power Generator during the term of the PPA in line the Schedule for Guaranteed Operating Characteristics of the PPA.

Please also refer to Reply 76 above.

Query 118

We respectfully request an extension of the Bid Submission
Deadline by a period of three (3) months, from Wednesday 15 July 2026 to Thursday 15 October 2026.

Reply 118

Please refer to Reply 79 above.

Query 119

With regard to the above-mentioned tender, there are numerous queries that requires clarification and these clarifications are crucial for optimal project sizing, pricing, etc. We would therefore request that at least 8 weeks extension be granted for a compliant and competitive offer to be produced.

Reply 119

Please refer to Reply 79 above.

Query 120

The following clauses in the PPA (clause 2.4b) is of significant concern to us:

If the Renewable Power Distributed Generator fails to satisfy all or any of its conditions subsequent under Article 2.2(d) within the prescribed time period other than on account of a Force Majeure Event or for reasons solely attributable to CEB, CEB, at its sole discretion,

may extend the time for fulfilment of any or all of the conditions subsequent required to be fulfilled by the Renewable Power Distributed Generator, as the case may be. Provided that if CEB extends the prescribed time for fulfilment of any or all of Renewable Power Distributed Generator's condition subsequent in accordance with this Article 2.4(b), the Renewable Power Distributed Generator shall not be entitled to any extension to the Project SCOD.

It is understood that on account of Force majeure event or reasons attributable to CEB, CEB may extend the time for fulfilment of conditions subsequent. However, the SCOD is not extended. It is to be noted if the conditions subsequent are not achieved, construction cannot be started and if the SCOD is not extended equally, it implies that construction duration gets squeezed which leads to more risks of delays :

- Delay liquidated damages on SCOD at MUR 180,000/day
- Capacity shortfall damages – MUR 120,000,000/MWac

Delays in conditions subsequent directly impacts procurement phase resulting in delay in equipment delivery and project construction and therefore delay in SCOD. It should also be noted that this project involve long lead equipment and lead time to get equipment such as transformers and switchgears to site is around 9 to 10 months.

We kindly request that this clause be reviewed such that an extension in fulfilment of conditions subsequent also extends the SCOD by the same amount of time.

Reply 120

Please note that this clause provides CEB with the flexibility of not applying penalties on CS delay (such delay arising from events other than Force Majeure or for reasons solely attributable to CEB) provided that SCOD is met. Hence Power Generator can catch up delays on CS and still reach SCOD.

Hence under this provision, the SCOD shall not be extended.

Yours faithfully,

Chairman Tender Committee