

Addendum-5, dated 16 Feb 2018. This addendum shall be the part of the RFP, Draft PPA, ISA and LSA.

Sl. No.	Existing Clause no.	Existing clause	Amended clause (Read as)
1	Sl. No. 6 of Addendum-1	The Solar Power Developer shall maintain the Maximum CUF and Minimum CUF as twenty six percent (26%) and fourteen percent (14%) respectively, for the Project capacity measured in AC, during the PPA Term.	The Solar Power Developer shall maintain the Maximum CUF and Minimum CUF as thirty percent (30%) and fourteen percent (14%) respectively, for the Project capacity measured in AC, during the PPA Term.
2	Clause 5.6 of the Draft PPA	ESCOM, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the Solar Power Developer beyond Million kWh (MU) [Insert value of energy generated corresponding to a maximum CUF of 26% for solar PV (new projects).	ESCOM, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the Solar Power Developer beyond Million kWh (MU) [Insert value of energy generated corresponding to a maximum CUF of 30% for solar PV (new projects).
3	Clause 5.6 of the Draft PPA	In case of purchase of any excess energy, Purchase of any excess energy, beyond the energy generated corresponding to a maximum CUF of 26% for solar PV (new projects), shall be charged at a rate equivalent to 75% of PPA tariff or 75% of the applicable APPC charges (as published by KERC), whichever is less, provided first right of refusal will vest with the ESCOMs.	In case of purchase of any excess energy, Purchase of any excess energy, beyond the energy generated corresponding to a maximum CUF of 30% for solar PV (new projects), shall be charged at a rate equivalent to 75% of PPA tariff or 75% of the applicable APPC charges (as published by KERC), whichever is less, provided first right of refusal will vest with the ESCOMs.
4	Clause 5.6 of the Draft PPA	In case of repowering, The Solar Power Developer shall be free to re-power their plants from time to time during the PPA duration. For repowering, the purchase of any excess energy, beyond the energy generated corresponding to a maximum CUF of 26% for solar PV (new projects), shall be charged at a rate equivalent to 75% of Effective Tariff or 75% of applicable APPC charges, whichever is minimum, provided first right of refusal will vest with the ESCOMs.	In case of repowering, The Solar Power Developer shall be free to re-power their plants from time to time during the PPA duration. For repowering, the purchase of any excess energy, beyond the energy generated corresponding to a maximum CUF of 30% for solar PV (new projects), shall be charged at a rate equivalent to 75% of Effective Tariff or 75% of applicable APPC charges, whichever is minimum, provided first right of refusal will vest with the ESCOMs.