

Addendum – 7, dated 03 January 2017

Sl. No	Reference	Page No.	Original Clause	Read As
1.	Addendum 6 Sl. No 1	Page 3 of 7	ESCOM, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the Developer beyond Million kWh (MU) [Insert value of energy generated corresponding to a maximum CUF ⁸ of 21% for solar PV (new projects) and maximum CUF of 24% for solar PV projects (new projects) using trackers. Provided that in case of solar projects using advanced technologies, the value of CUF shall be the average CUF committed by the Developer at the point of signing the PPA]. If for any Contract Year, it is found that the Developer has not been able to generate minimum energy ofMillion kWh (MU) [Insert value of energy generated corresponding to a CUF of 12% for solar PV (new projects) and CUF of 16% for solar PV projects (new projects) using trackers and further provided that in case of solar projects using advanced technologies, the value of CUF shall be 7% below the average CUF committed by the Developer at the point of signing the PPA], on account of reasons solely attributable to the Developer, the noncompliance by Developer shall make Developer liable to pay the compensation to <u>the</u> ESCOM. The amount of compensation shall be computed at the rate equal to <u>50%</u> of the applicable tariff.	ESCOM, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the Developer beyond Million kWh (MU) [Insert value of energy generated corresponding to a maximum CUF of 26% (twenty six percent) for solar PV (new projects)]. If for any Contract Year, it is found that the Developer has not been able to generate minimum energy ofMillion kWh (MU) [Insert value of energy generated corresponding to a CUF of 14% (fourteen percent) for solar PV (new projects)], on account of reasons solely attributable to the Developer, the noncompliance by Developer shall make Developer liable to pay the compensation to the ESCOM. The amount of compensation shall be computed at the rate equal to 50% (fifty percent) of the applicable tariff.
2.	Addendum 6 Sl. No. 2	Page 4 of 7	In case of purchase of any excess energy, Purchase of any excess energy, beyond the energy generated corresponding to a maximum CUF of 21% for solar PV (new projects) and maximum CUF of 24% for solar PV projects (new projects) using trackers of any kind , shall be charged at a	In case of purchase of any excess energy, Purchase of any excess energy beyond the energy generated corresponding to a maximum CUF of 26% (twenty six percent) for solar PV (new projects) shall be charged at a rate equivalent to 75% of PPA tariff or 75% of the applicable APPC

SHORT TERM TENDER FOR DEVELOPMENT OF 860 MW (AC) SOLAR POWER PROJECTS IN KARNATAKA TO BE IMPLEMENTED IN 43 TALUKAS/ CONSTITUENCIES
RFP dated 07 Dec 2017

Sl. No	Reference	Page No.	Original Clause	Read As
			rate equivalent to 75% of PPA tariff or 75% of the applicable APPC charges, whichever is less , provided first right of refusal will vest with the ESCOMs.	charges, whichever is less, provided first right of refusal will vest with the ESCOMs.
3.	Draft PPA footer no. 8	29	⁸ In case the Developer intends to go for two axis tracking, the concerned ESCOM may consider maximum CUF of 24% in Solar PV technology. Subject to the condition that the Developer is required to adopt the technology for total capacity	The footer no. 8 stands deleted.
4.	Draft PPA Clause no. 5.10.3	34	The third party may carry out checks for testing the CUF of the Power Project. During a Contract Year, if the CUF of the Power Project is found to be below 12% ⁹ with respect to Solar PV technology/ 16% ¹⁰ with respect to Solar PV technology using tracker on account of reasons solely attributable to Developer, the Developer shall be liable for non fulfillment of its obligation. The liability, shall be levied by the concerned ESCOM for non supply of Power by the Developer.	The third party may carry out checks for testing the CUF of the Power Project. During a Contract Year, if the CUF of the Power Project is found to be below 14% with respect to Solar PV (new project) on account of reasons solely attributable to Developer, the Developer shall be liable for non fulfillment of its obligation. The liability, shall be levied by the concerned ESCOM for non supply of Power by the Developer.
5.	Draft PPA footer no. 9 and footer no. 10	34	⁹ For Solar PV Projects ¹⁰ For Solar PV Projects using trackers	<u>The footer no. 9 and footer no. 10 stand deleted.</u>

For avoidance of any doubt, Bidders to note that this Addendum – 7 dated 03 Jan 2018 related to CUF shall supersede the relevant provisions/ clauses/ footers/ any reference of the previous Bidding Documents including RFP and Draft PPA, all the addendums and clarifications issued before this Addendum.