

GENERATION PROCUREMENT ENTITY

REQUEST FOR PROPOSALS

for

Supply of up to 100 MW (Net) of Electricity Generation from Renewable Energy

Resources on a Build, Own and Operate (BOO) Basis

ADDENDUM N° 1

December 22,2023

In accordance with the provisions of Section 6.4 of the Request for Proposal for the Supply of up to 100 MW Net of Electricity Generation from Renewable Energy Resources on a Build, Own and Operate Basis (BOO) dated September 18th, 2023 (“RFP”), the Generation Procurement Entity (“GPE”) hereby issues this addendum (Addendum N° 1) dated December 22, 2023 to the RFP.

Interested Parties are reminded that:

- This Addendum N° 1 will be published on the GPE’s website which all Interested Parties are responsible for visiting regularly.
- The receipt of this Addendum N° 1 shall be acknowledged in writing by the Bidders on their respective Bids.
- The late receipt or non-receipt of this Addendum N° 1 shall not relieve any Bidder from being bound by it.

The sections of the RFP to be modified and the modifications being made are indicated below.

	Section	Modification			
A.	Section 3 Definitions	<p><i>The definition of “Construction Security Deposit” shall be deleted and replaced as follows:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">“Construction Security Deposit”</td> <td style="padding: 5px;">The security deposit that the Company shall provide, or cause to be provided on its behalf, to JPS, within thirty (30) Days prior to the Commencement of Construction for an amount equivalent to USD\$150,000.00 per MW of the Complex. The Construction Security Deposit and any interest accrued thereon may be applied to the</td> </tr> </table>		“Construction Security Deposit”	The security deposit that the Company shall provide, or cause to be provided on its behalf, to JPS, within thirty (30) Days prior to the Commencement of Construction for an amount equivalent to USD\$150,000.00 per MW of the Complex. The Construction Security Deposit and any interest accrued thereon may be applied to the
“Construction Security Deposit”	The security deposit that the Company shall provide, or cause to be provided on its behalf, to JPS, within thirty (30) Days prior to the Commencement of Construction for an amount equivalent to USD\$150,000.00 per MW of the Complex. The Construction Security Deposit and any interest accrued thereon may be applied to the				

			payment of liquidated damages or other damages and accrued interest thereon.
B.	Section 3 Definitions	<i>Immediately after the definition of “Day” the definition of “DigSILENT” shall be included as follows:</i>	
		“DigSILENT”	Means the PowerFactory software licensed by DigSILENT, being power system analysis software application for use in analysing generation, transmission, distribution and industrial systems.
C.	Section 3 Definitions	<i>The definition of “Dynamic Model and Data for Generator” shall be deleted and replaced as follows:</i>	
		“Dynamic Model and Data for Generator”	The representation of the proposed generator that conforms to the requirements for the IEEE or IEC test procedures for generators. This includes but is not limited to such representation of the generator, its excitation system and its governor control system to facilitate time-based power system stability simulations in addition to all other Steady State operating parameters of the plant. These must be in an electronic format that is in DIgSILENT PowerFactory power system versions SP1 to SP3.
D.	Section 3 Definitions	<i>Immediately after the definition of “Dynamic Model and Data for Generator” the definition of “Economic Proposal” shall be included as follows:</i>	

		<table border="1"> <tr> <td>“Economic Proposal”</td> <td>That portion of the Bid that contains the information and complies with the requirements that are specified in Sections 7.3.2 (Economic Proposal) and 7.4 (Content of Economic Proposal. Economic Proposal box or envelope) of this RFP.</td> </tr> </table>	“Economic Proposal”	That portion of the Bid that contains the information and complies with the requirements that are specified in Sections 7.3.2 (Economic Proposal) and 7.4 (Content of Economic Proposal. Economic Proposal box or envelope) of this RFP.
“Economic Proposal”	That portion of the Bid that contains the information and complies with the requirements that are specified in Sections 7.3.2 (Economic Proposal) and 7.4 (Content of Economic Proposal. Economic Proposal box or envelope) of this RFP.			
E.	Section 3 Definitions	<p><i>The definition of “Electrical Network System” or “ENS” shall be deleted and replaced as follows:</i></p> <table border="1"> <tr> <td>“Electrical Network System” or “ENS” or “Grid”</td> <td>The network system for the transmission and distribution of electricity by which the public receives electricity service.</td> </tr> </table>	“Electrical Network System” or “ENS” or “Grid”	The network system for the transmission and distribution of electricity by which the public receives electricity service.
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F.	Section 3 Definitions	<p><i>The definition of “Electricity Sector Book of Codes” or “ESBC” shall be deleted and replaced as follows:</i></p> <table border="1"> <tr> <td>“Electricity Sector Book of Codes” or “ESBC”</td> <td>The individual codes or consolidated book of codes promulgated by the Office of Utilities Regulation pursuant to section 47 of the Act, which, among other things, govern the requirements for legal operation of electricity generation and interconnection activities in Jamaica.</td> </tr> </table>	“Electricity Sector Book of Codes” or “ESBC”	The individual codes or consolidated book of codes promulgated by the Office of Utilities Regulation pursuant to section 47 of the Act, which, among other things, govern the requirements for legal operation of electricity generation and interconnection activities in Jamaica.
“Electricity Sector Book of Codes” or “ESBC”	The individual codes or consolidated book of codes promulgated by the Office of Utilities Regulation pursuant to section 47 of the Act, which, among other things, govern the requirements for legal operation of electricity generation and interconnection activities in Jamaica.			
G.	Section 3 Definitions	<p><i>The definition of “Generation Code” shall be deleted and replaced as follows:</i></p>		

		<table border="1"> <tr> <td>“Generation Code”</td> <td>The code of that name promulgated and revised from time to time by the Office of Utilities Regulation pursuant to section 47 of the Act. Currently, the generation code is included in the ESBC and includes guiding principles, operating procedures, and technical standards, which govern the operation of the Electrical Network System and all interconnected generating facilities.</td> </tr> </table>	“Generation Code”	The code of that name promulgated and revised from time to time by the Office of Utilities Regulation pursuant to section 47 of the Act. Currently, the generation code is included in the ESBC and includes guiding principles, operating procedures, and technical standards, which govern the operation of the Electrical Network System and all interconnected generating facilities.
“Generation Code”	The code of that name promulgated and revised from time to time by the Office of Utilities Regulation pursuant to section 47 of the Act. Currently, the generation code is included in the ESBC and includes guiding principles, operating procedures, and technical standards, which govern the operation of the Electrical Network System and all interconnected generating facilities.			
H.	Section 3 Definitions	<p><i>Immediately after the definition of “Generation Code” the definition of “Generation Technology/ies” shall be included as follows:</i></p> <table border="1"> <tr> <td>“Generation Technology/ies”</td> <td>See definitions of “Technology/ies”.</td> </tr> </table>	“Generation Technology/ies”	See definitions of “Technology/ies”.
“Generation Technology/ies”	See definitions of “Technology/ies”.			
I.	Section 3 Definitions	<p><i>The definition of “Grid” shall be deleted and replaced as follows:</i></p> <table border="1"> <tr> <td>“Grid”</td> <td>See definition of “Electrical Network System”.</td> </tr> </table>	“Grid”	See definition of “Electrical Network System”.
“Grid”	See definition of “Electrical Network System”.			
J.	Section 3 Definitions	<p><i>The definition of “Hydro” shall be deleted and replaced as follows:</i></p> <table border="1"> <tr> <td>“Hydro”</td> <td>The electricity generation using water flows to turn a generator turbine.</td> </tr> </table>	“Hydro”	The electricity generation using water flows to turn a generator turbine.
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K.	Section 3 Definitions	<p><i>The definition of “Integrated Resource Plan” shall be deleted and replaced as follows:</i></p> <table border="1"> <tr> <td>“Integrated Resource Plan”</td> <td>The document published by the Ministry of Science, Energy, Telecommunications and Transport pursuant to section 7 of the Electricity Act, 2015; it is the current plan for the electricity generation and distribution and</td> </tr> </table>	“Integrated Resource Plan”	The document published by the Ministry of Science, Energy, Telecommunications and Transport pursuant to section 7 of the Electricity Act, 2015; it is the current plan for the electricity generation and distribution and
“Integrated Resource Plan”	The document published by the Ministry of Science, Energy, Telecommunications and Transport pursuant to section 7 of the Electricity Act, 2015; it is the current plan for the electricity generation and distribution and			

			is a comprehensive decision support tool and road map for meeting Jamaica's objective of providing electric service to all customers which desire the service while addressing the substantial risks and uncertainties inherent in the electric utility business.
L.	Section 3 Definitions	<i>Immediately after the definition of "Integrated Resource Plan" the definition of "Interested Party" shall be included as follows:</i>	
		"Interested Party"	Persons duly registered with the GPE through the corresponding online or paper form, in accordance with the Notice of Receipt of Request for Proposals included in Appendix C.
M.	Section 3 Definitions	<i>Immediately after the definition of "OUR Act" the definition of "Performance Security Deposit" shall be included as follows:</i>	
		"Performance Security Deposit"	The security deposit that the Company shall provide, or cause to be provided on its behalf, to GPE, within ten (10) Days after the later of the dates on which the Licence and the PPA are signed, for an amount equivalent to USD\$75,000.00 per MW of the Complex. The Performance Security Deposit and any interest accrued thereon may be applied to the payment of liquidated damages or other damages and accrued interest thereon.
N.	Section 3 Definitions	<i>The definition of "Submission Period" shall be deleted and replaced by the following:</i>	

		<table border="1"> <tr> <td>“Submission Period”</td> <td>The period during which Interested Parties may submit their Bids to the GPE, which is from March 25, 2024 to April 1, 2024 from 10:00 a.m.to 3:00 p.m. Eastern Standard Time.</td> </tr> </table>	“Submission Period”	The period during which Interested Parties may submit their Bids to the GPE, which is from March 25, 2024 to April 1, 2024 from 10:00 a.m.to 3:00 p.m. Eastern Standard Time.																
“Submission Period”	The period during which Interested Parties may submit their Bids to the GPE, which is from March 25, 2024 to April 1, 2024 from 10:00 a.m.to 3:00 p.m. Eastern Standard Time.																			
O.	Section 3 Definitions	<p><i>The definition of “Technical Proposal” shall be deleted and replaced by the following:</i></p> <table border="1"> <tr> <td>“Technical Proposal”</td> <td>The portion of the Bid that contains the information and complies with the requirements that are specified in Sections 7.3.3 (Technical Proposal) and 7.5 (Content of Technical Proposal (Bidder and Project Records). Technical Proposal box or envelope) of this RFP.</td> </tr> </table>	“Technical Proposal”	The portion of the Bid that contains the information and complies with the requirements that are specified in Sections 7.3.3 (Technical Proposal) and 7.5 (Content of Technical Proposal (Bidder and Project Records). Technical Proposal box or envelope) of this RFP.																
“Technical Proposal”	The portion of the Bid that contains the information and complies with the requirements that are specified in Sections 7.3.3 (Technical Proposal) and 7.5 (Content of Technical Proposal (Bidder and Project Records). Technical Proposal box or envelope) of this RFP.																			
P.	Section 5 Procurement Process and Timetable	<p><i>The procurement process and timetable included in section 5 shall be deleted and replaced by the following:</i></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Activity</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Publication of Request for Proposals</td> <td>18/09/2023</td> </tr> <tr> <td>2</td> <td>Publication of form of the PPA</td> <td>15/11/2023</td> </tr> <tr> <td>3</td> <td>Commencement of access to RFP and registration period for Interested Parties</td> <td>15/11/2023</td> </tr> <tr> <td>4</td> <td>Commencement of the period for public clarifications and queries</td> <td>15/11/2023</td> </tr> <tr> <td>5</td> <td>Commencement of the period for</td> <td>29/11/2023</td> </tr> </tbody> </table>	No.	Activity	Date	1	Publication of Request for Proposals	18/09/2023	2	Publication of form of the PPA	15/11/2023	3	Commencement of access to RFP and registration period for Interested Parties	15/11/2023	4	Commencement of the period for public clarifications and queries	15/11/2023	5	Commencement of the period for	29/11/2023
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			GPE's response to clarifications and queries	
		6	Publication of form of the Licence	22/12/2023
		7	Last day for the GPE to issue an amendment to the RFP	26/02/2024
		8	Pre-Bid Meeting	01/02/2024
		9	Last day to request to GPE the incorporation of new IPs	09/02//2024
		10	End of the period for public clarifications and queries	09/02/2024
		11	End of the period for GPE's response to clarifications and queries	01/03/2024
		12	End of access to RFP and registration period for Interested Parties	15/03/2024
		13	Commencement of the Bid Submission Period	25/03/2024
		14	End of the Bid Submission Period	01/04/2024
		15	Opening of Economic Proposals	01/04/2024
		16	Announcement of pre-awarded Bidders	[To be announced]
		17	Opening of Technical Proposals	[To be announced]

		<table border="1"> <tr> <td>18</td> <td>Announcement of Successful Bidders</td> <td>[To be announced]</td> </tr> <tr> <td>19</td> <td>Commencement of the period to obtain the Licence and negotiate and execute the PPA</td> <td>[The Business Day after the announcement of Successful Bidders]</td> </tr> </table>	18	Announcement of Successful Bidders	[To be announced]	19	Commencement of the period to obtain the Licence and negotiate and execute the PPA	[The Business Day after the announcement of Successful Bidders]
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Q.	Section 4.13 Opening of the Bids	<i>In Section 4.13 (Opening of the Bids) “February 1, 2024” shall be amended to “April 1, 2024”</i>						
R.	Section 6.6 Representation of the Bidders	<p><i>Section 6.6 (Representation of the Bidders) shall be deleted and replaced by the following:</i></p> <p>According to the Proposal Letter (Appendix A, Exhibit 1), when the Bidders submit their Bids, they expressly recognize that they know and accept in all its terms this RFP and all Addenda, Clarifications, Appendices, Exhibits and Annexes attached thereto. The Bidders expressly and irrevocably accept and state they waive their right to object to this RFP.</p> <p>In accordance with the Affidavit submitted with the Bid (Appendix A, Exhibit 2), the information and documents attached to and delivered with the Bid are true and correct, and shall be deemed a sworn statement by the Bidder.</p> <p>The Bidders acknowledge that the GPE, acting in its sole discretion, reserves the right to accept or reject any Bid and to reject all Bids, without thereby incurring any liability to any and/or to the affected Bidders, their agents and/or assigns. Furthermore, the Bidders acknowledge that the GPE reserves the right not to recommend any Bidder for grant of Licence to supply electricity and may</p>						

		<p>terminate the selection process at any time without incurring any liability to any Bidder, their agents and/or assigns.</p> <p>The Bidders shall be subject to the jurisdiction of the Jamaican Courts regarding any matter arising out of this Open Call for Tenders. The Bidders expressly waive any other jurisdiction to which they may be subject to.</p>
S.	Section 6.9 Bid Bond	<p><i>In Section 6.9 (Bid Bond), the information in the last bullet of the 6th paragraph shall be deleted and replaced as follows:</i></p> <ul style="list-style-type: none"> ● In the case of a Successful Bidder, if it fails to: <ul style="list-style-type: none"> ➤ Be granted the Licence and execute the PPA, or ➤ Furnish the required Performance Security Deposit, within the specified time limits.
T.	Section 6.9 Bid Bond	<p><i>In Section 6.9 (Bid Bond), the information in the 3rd and 4th bullets of the 7th paragraph shall be deleted and replaced as follows:</i></p> <ul style="list-style-type: none"> ● In the event that the Power Purchase Agreement(s) and Licence(s) have been executed or issued, as the case may be, and the required Performance Security Deposit(s) have been paid by all the Successful Bidders; ● In the event that the Successful Bidder has executed the Power Purchase Agreement, been issued its Licence and has furnished the required Performance Security Deposit; or,
U.	Section 7.3.2.2	<p><i>In section 7.3.2.2. the exhibits comprising Appendix A shall be rearranged as stated in the column “December 22, 2023 Amended & Restated RFP”:</i></p>

Economic Proposal	September 18, 2023 RFP	December 22, 2023 Amended & Restated RFP
	Appendix A - Exhibit 1 Proposal Letter	Appendix A - Exhibit 1 Proposal Letter
	Appendix B - Exhibit 5 Affidavit	Appendix A - Exhibit 2 Affidavit
	Appendix B - Exhibit 7 Information to be furnished by Bidders	Appendix A - Exhibit 3 Detailed Information to be furnished by Bidders: ❖ Annex 3.A Stockholders, Controllers and Officials of the Bidder
	Appendix B - Exhibit 9 Detailed Information to be furnished by Bidders: ❖ Annex E Project Experience ❖ Annex F Audited Financial Statements ❖ Annex G Credit Report; ❖ Annex H Valid Tax Compliance Certificate.	Appendix A - Exhibit 3 Detailed Information to be furnished by Bidders: ❖ Annex 3.B Project Experience. ❖ Annex 3.C Audited Financial Statements. ❖ Annex 3.D Credit Report. ❖ Annex 3.E Valid Tax Compliance Certificate.
	Appendix A - Exhibit 2 Proposed Associated Energy Offered Price, its percentage of indexation to the US CPI, Offered Net Capacity, Minimum Net Capacity for Partial Award, Guaranteed Energy,	Appendix A - Exhibit 4 Proposed Associated Energy Offered Price, its percentage of indexation to the US CPI, Offered Net Capacity, Minimum Net Capacity for Partial Award, Guaranteed Energy,

		Minimum Guaranteed Energy and Guaranteed Energy Capacity Factor.	Minimum Guaranteed Energy and Guaranteed Energy Capacity Factor.
		Appendix A - Exhibit 3 Cost and Financial Data in Support of Associated Energy Offered Price Proposal, including functional copy of the Cost and Financial Model used to derive it.	Appendix A - Exhibit 5 Cost and Financial Data in Support of Associated Energy Offered Price Proposal, including functional copy of the Cost and Financial Model used to derive it.
		Appendix A - Exhibit 4 Interconnection Data.	Appendix A - Exhibit 6 Interconnection Data.
		<i>The order and title of the exhibits and annexes shall be rearranged accordingly. Also, references throughout the text will be adapted to accommodate these modifications.</i>	
V.	Section 7.3.3.2. Technical Proposal	<i>In section 7.3.3.2. the exhibits comprising Appendix B shall be rearranged as stated in the column “December 22, 2023 Amended & Restated RFP”:</i>	
		September 18, 2023 RFP	December 22, 2023 Amended & Restated RFP
		Appendix B - Exhibit 5 Affidavit	Appendix A - Exhibit 2 Affidavit
		Appendix B - Exhibit 6A Bidder’s Organization.	Appendix B - Exhibit 7A Bidder’s Organization.
		Appendix B - Exhibit 6B Associated Organizations.	Appendix B - Exhibit 7B Associated Organizations.
		Appendix B - Exhibit 7 Information to be furnished by Bidders.	Appendix A - Exhibit 3 Detailed Information to be furnished by

			<p>Bidders:</p> <ul style="list-style-type: none"> ❖ Annex 3.A Stockholders, Controllers and Officials of the Bidder
		Appendix B - Exhibit 8 Information to be furnished by Unincorporated Association.	Appendix B - Exhibit 8 Information to be furnished by Unincorporated Association.
		<p>Appendix B - Exhibit 9 Detailed Information to be furnished by Bidders:</p> <ul style="list-style-type: none"> ❖ Annex A Articles of Incorporation, etc. ❖ Annex B Certificates of Registration. ❖ Annex C Curriculum Vitae of Key Personnel. ❖ Annex D Technical Capabilities. 	<p>Appendix B - Exhibit 9 Detailed Information to be furnished by Bidders:</p> <ul style="list-style-type: none"> ❖ Annex 9.A Articles of Incorporation, etc. ❖ Annex 9.B Certificates of Registration. ❖ Annex 9.C Curriculum Vitae of Key Personnel. ❖ Annex 9.D Technical Capabilities
		<p>Appendix B - Exhibit 9 Detailed Information to be furnished by Bidders:</p> <ul style="list-style-type: none"> ❖ Annex E Project Experience ❖ Annex F Audited Financial Statements ❖ Annex G Credit Report; ❖ Annex H Valid Tax Compliance Certificate 	<p>Appendix A - Exhibit 3 Detailed Information to be furnished by Bidders:</p> <ul style="list-style-type: none"> ❖ Annex 3.B Project Experience. ❖ Annex 3.C Audited Financial Statements. ❖ Annex 3.D Credit Report. ❖ Annex 3.E Valid Tax Compliance Certificate.

		Appendix B - Exhibit 10 Project Description, Data and Feasibility Report.	Appendix B - Exhibit 10 Project Description, Data and Feasibility Report.
		Appendix B - Exhibit 11 Special Requirements.	Appendix B - Exhibit 11 Special Requirements.
		Appendix B - Exhibit 12 Breakdown of Construction Costs.	Appendix B - Exhibit 12 Breakdown of Construction Costs.
		Appendix B - Exhibit 13 Additional Supporting Data.	Appendix B - Exhibit 13 Additional Supporting Data.
		Appendix B - Exhibit 14 Project Performance Specifications and Drawings.	Appendix B - Exhibit 14 Project Performance Specifications and Drawings.
		Appendix B - Exhibit 15 Proposed Project Schedule.	Appendix B - Exhibit 15 Proposed Project Schedule.
		Appendix B - Exhibit 16 Disclosure.	Appendix B - Exhibit 16 Disclosure.
		<p><i>The order and title of the exhibits and annexes shall be rearranged accordingly. All references throughout the text will be adapted to accommodate these modifications.</i></p>	
W.	Section 7.4.2 (Section 7.4.4 in the Amended & Restated RFP) Proposed Associated	<p><i>In Section 7.4.2 (Section 7.4.4 in the Amended & Restated RFP (Proposed Associated Energy Offered Price, its percentage of indexation to US CPI, Offered Net Capacity, Minimum Net Capacity for Partial Award, Guaranteed Energy, Minimum Guaranteed Energy and Guaranteed Energy Capacity Factor (Exhibit 2)), the information in the 5th bullet of the 2nd paragraph shall be deleted and replaced as follows:</i></p>	

	Energy Offered Price, etc.	<ul style="list-style-type: none"> Any adjustment to the Associated Energy Offered Price due to Change in Relevant Law, as provided in the PPA, will be made on the basis of the Cost and Financial Data (Exhibit 5) to be provided by the Bidder in the Bid and shall be thirty (30) Days prior to the deadline for submission of Bids. The Associated Energy Offered Price shall therefore be based on cost data as of thirty (30) Days prior to the deadline for submission of Bids;
X.	Section 7.4.6 Interconnection Data Schedule (Exhibit 6)	<p>Section 7.4.6 (Interconnection Data Schedule (Exhibit 6)) shall be deleted and amended as follows:</p> <p>“Bidder shall provide a working electronic copy of its Dynamic Model and Data of Generator for stability in DiGSILENT PowerFactory power systems versions SP1 to SP3.”</p>
Y.	Section 7.5.5.2 Sites and Site Visits	In paragraph 2 of Section 7.5.5.2. (Sites and Site Visits) in the Amended & Restated RFP where it says “real state”, read “real estate”.
Z.	Section 7.5.9.2 Technical Specifications and Data	In paragraph 2 of Section 7.5.9.2 (Technical Specifications and Data) the fifth bullet point (“Plant(s) must be able to start and operate independently of the system”) shall be deleted.
AA.	Section 7.9	<i>In Section 7.9 (Markings and submission of Bids) “February 1, 2024” shall be amended to “April 1, 2024”</i>

	Markings and submission of Bids	
BB.	Section 8 Submission of Bids	<i>In Section 8 (Submission of Bids) “January 25, 2024 to February 1, 2024” shall be amended to “March 25, 2024 to April 1, 2024”</i>
CC.	Section 9.1 Opening of Economic Proposals	<i>In Section 9 (Opening of Economic Proposals) “February 1, 2024” shall be amended to “April 1, 2024”</i>
DD.	Section 9.6 Determination of Economic Proposal Responsiveness	<i>Following Section 9.6 (Determination of Economic Proposal Responsiveness) Section 9.6(1) (Evaluation of Economic Proposals) shall be added as follows:</i> After assessing the responsiveness of the Economic Proposals according to Section 9.6 (Determination of Economic Proposal Responsiveness), the GPE will evaluate whether Exhibits 1 to 6 comprising the Economic Proposals comply with the requirements set forth in Section 7.4 (Content of Economic Proposal. Economic Proposal box or envelope) in terms of completeness and consistency. This evaluation shall be conducted on a “pass-fail” basis.
EE.	Section 9.7 Pre-awarding mechanism	<i>The first paragraph of Section 9.7 shall be deleted and replaced as follows:</i> Once the Economic Proposals have been evaluated, the following mechanism shall be applied to determine pre-award on those deemed responsive according to Section 9.6 (Determination of Economic Proposal Responsiveness) and which have passed the evaluation set forth in Section 9.6(1) (Evaluation of Economic Proposals):

FF..	Section 9.12 Successful Bidders	In the third paragraph of Section 9.12 (Successful Bidders) where it says “non-Successful Bidders”, read “lower ranked Bidders”.
GG.	Section 10.1 Execution of the Project Agreement	<p><i>Section 10.1 (Execution of the Project Agreements) shall be deleted and replaced by the following:</i></p> <p>On completion of the evaluation process, the GPE will invite the Successful Bidders to negotiate and finalize the Project Agreements. The GPE will notify the Successful Bidders of the date, time and location of any meetings for this purpose. The GPE may request that the Successful Bidders extend their Bids validity in accordance with the RFP, if necessary. The lower ranked Bidders may also be requested, if necessary, to extend their Bids validity as they are on standby.</p> <p>The GPE may proceed, to open and evaluate the Technical Proposal of a lower ranked Bidder, following the ranking issued in accordance with Section 9.12 (Successful Bidders) in descending order, if:</p> <ol style="list-style-type: none"> 1) it decides that the finalization of the Project Agreements by any one or more of the Successful Bidders will not be completed within a reasonable period of time; 2) it discovers that any one or more of the Successful Bidders has made a material misrepresentation; 3) any one or more of the Successful Bidders deviates from the terms of its Bid; or 4) any one or more of the Successful Bidders fails to maintain the Bid Bond or provide the Performance Security Deposit as required. <p>In the event that a Successful Bidder is not the same Company that will be granted the Licence and execute the PPA, the Successful Bidder shall incorporate the Company under the laws of Jamaica.</p>

		<p>Upon execution and ratification of the Project Agreements and the furnishing by the Successful Bidders of their Performance Security Deposit in accordance with the provisions of the RFP, the GPE will promptly inform the remaining Bidders that their Bids were unsuccessful and discharge or return their Bid Bonds.</p>
HH..	<p>Section 10.2. Construction Security Deposit Requirements</p>	<p><i>Section 10.2 (Construction Security Deposit Requirements) shall be deleted and replaced as follows:</i></p> <p>10.2 Performance Security Deposit Requirements</p> <p>Within ten (10) Days after the later of the dates on which the Licence and PA are signed, the Company shall furnish to the GPE a Performance Security Deposit for an amount equivalent to USD\$75,000.00 per MW of the Complex. The Performance Security Deposit shall be in the form of a certified cheque, or an unconditional letter of credit, issued by a reputable financial institution. All costs of obtaining and maintaining the Performance Security Deposit shall be borne by the Company. Failure to produce the Performance Security Deposit as required may result in disqualification of the Bid and forfeiture of the Bid Bond.</p> <p>The Performance Security Deposit shall be valid until the Company posts a Construction Security Deposit in accordance with the PPA. If the GPE determines that the Successful Bidder has made any false representation , has failed to comply with the requirements of the RFP, or has breached the provisions of any Project Agreement before the Construction Security Deposit is posted, the GPE shall be entitled to recommend the termination of the Licence and to draw upon the Performance Security Deposit.</p>
II.	<p>Section 11.1.2 Power</p>	<p><i>In Section 11.1.2 (Power Purchase Agreement) the information in the 3rd paragraph shall be deleted and replaced as follows:</i></p>

	<p>Purchase Agreement</p>	<p>The following issues and PPA Clauses shall not be subject to post-award negotiations:</p> <ol style="list-style-type: none"> 1. Awarded Price: including the corresponding indexation to US CPI (Clause 10 and Schedule 6, PPA); 2. Generation Technology; 3. Initial Term (Clause 3, PPA); 4. Project location; 5. Contracted Net Capacity; 6. Interconnection Point; 7. Guaranteed Energy Supply (Guaranteed Energy amount, Minimum Guaranteed Energy amount, liquidated damages, right to recover the shortage, etc.) (Clause 7, PPA); 8. Liquidated Damages for Delays in Commissioning the Complex (Clause 10.4, PPA); 9. The Adjustment for Changes in Relevant Law clause (Clause 10.6, PPA); 10. Construction Security Deposit features: amount, term, coverage, etc. (Clause 10.7, PPA); 11. Letter of Credit features: amount, term, coverage, etc. (Clause 10.8, PPA); 12. Default and Termination Clause, provided the parties to the PPA are allowed to extend cure and remediation periods (Clause 14, PPA); 13. Arbitration clause (Clause 16.3, PPA); 14. Lenders rights (Clause 19, PPA), provided the parties to the PPA are allowed to extend the possibility of the Lenders to remedy a breach by the Company beyond COD (Clause 19.3 (“Remedy by the Lenders”)); 15. Governing law (Clause 20.10, PPA); and,
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		16. Any other change to a clause or provision that may substantially affect the rights and obligations of the parties under the terms set forth in the template PPA.
JJ.	Section 11.1.6. Principles of Engineering, Procurement & Construction Agreement	<p><i>In Section 11.1.6. (Principles of Engineering, Procurement & Construction Agreement) the information in the 6th bullet of the 2nd paragraph shall be deleted and replaced as follows:</i></p> <ul style="list-style-type: none"> • The performance of the Construction Contractor shall be secured by a construction security deposit. The amount of the construction security deposit shall not be less than an amount equivalent to USD\$150,000.00 per MW of the Complex. The Construction Security Deposit shall cover the warranty period for the Facility.
KK.	Appendix A Exhibit 1 Proposal Letter	<p><i>In Appendix A, Exhibit 1 (“Proposal Letter”) paragraph 4 shall be deleted and replaced by the following:</i></p> <p>We certify that the information submitted as part of this Bid to the GPE is complete and accurate.</p>
LL.	Appendix B Exhibit 5 (Appendix A - Exhibit 2 in the Amended & Restated RFP Affidavit	<p><i>In paragraph 3(c) of the Affidavit (Appendix B - Exhibit 5, relocated as Appendix A - Exhibit 2 in the Amended & Restated RFP) where it says “The Bid”, read “The Bidder”.</i></p>
MM.	Appendix I	<p><i>The word “or” shall be added at the end of subparagraphs 1) and 2) of the 2nd. paragraph of section 2 of Appendix I of the Amended & Restated RFP.</i></p>

	<p>Form of Letter of Credit</p>	<p><i>Throughout the Form of Letter of Credit, where it says “Construction Security Deposit”, read “Performance Security Deposit”.</i></p> <p>Subparagraph 3) of the 2nd. paragraph of section 2 should be deleted and replaced as follows:</p> <p style="padding-left: 40px;">3) the Bidder, as a result of being awarded in the call for tender, has failed to be granted the Licence and execute the PPA; or</p> <p><i>In the last paragraph of section 3, where it says “Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication 500 (the ‘Uniform Customs and Practice’), read “Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600 (the ‘Uniform Customs and Practice’)”.</i></p>
<p>NN.</p>	<p>Appendix A 12.6 Exhibit 6 Interconnection Data</p>	<p><i>The 3rd paragraph in Appendix A- 12.6 Exhibit 6 (Interconnection Data) shall be amended as follows:</i></p> <p>“Bidder shall also provide a Dynamic Model and Data of their Plant in an electronic format that is in DIgSILENT PowerFactory power systems, version SP1 to SP3.”</p>