

Clarifications/Responses to Queries #1

Issued on December 22, 2023

REQUEST FOR PROPOSALS (RFP) for Supply of up to 100 MW (Net) of Electricity Generation from Renewable Energy Resources on a Build, Own and Operate (BOO)

1. If company A wins a 50MW bid and company B also wins a 50MW bid but company B has the backing of Company A, will both bids be accepted under the terms of the current RFP, or will the higher-cost bid be rejected? (Section 4.7 – RFP)

Answer: If one company (Company A) wins a 50 MW bid and another company (Company B) wins a separate 50 MW bid, both bids may be accepted if they are legally distinct and capable of fulfilling the RFP requirements independently. However, if Company B is under the Control (as this term is defined in the RFP) of Company A, the higher-cost bid will be rejected.

2. Is there a minimum shareholding required for the project's partners to demonstrate experience? (Section 7.5.3 (Experience) - RFP)

Answer: No.

3. Is it required to specify a natural owner as the ultimate owner of the organization, or will a corporate entity suffice the requirement for ownership? (Section 13.4 (Exhibit 7) – RFP)

Answer: The GPE's requirement is that each Bidder provide a list of direct and indirect persons or entities that Control (as this term is defined in the RFP) the organization. That requirement applies both to entities and natural persons. Kindly note that the Companies Office in Jamaica now requires information on the beneficial owner, for all companies registered in Jamaica. Please consult with that Office, and legal professionals on your intended legal structure.

4. Would a proposed consortium be required to submit Exhibit 8 (Unincorporated Association)? (Section 13.5 (Exhibit 8) – RFP)

Answer: Exhibit 8 (Unincorporated Association) is required only if the proposed consortium is structured as an unincorporated association.

5. What is the requirement for international companies as it relates to the tax compliance certificate? (Section 13.6-4)

Answer: The GPE requests that sufficient evidence of tax compliance and/or status from the country of incorporation is provided as part of the proposal documentation.

6. What are the requirements for international companies listed in Jamaica regarding the TCC? (Section 13.6-4 – RFP)

Please see the above response to question #5.

7. Will a grid impact study be required if the line has already been cleared for the intended input? (Section 13.7.3 – RFP)

Answer: Yes, a grid impact study is still required.

8. What is the nature of the grid impact study that is required (is it a flow study, for example)? What detail is required? (Section 13.7.3 – RFP)

Answer: Each Bidder is required to thoroughly review and incorporate the specifications and provisions outlined in the Jamaica Electricity Sector Book of Codes as well as the Interconnection Guideline published by the JPS during the preparation and submission of their proposals.

9. What version of the PSS/E model do we need to submit? Is it necessary to submit the three formats PTI PSS/E, DlgSILENT, and PLEXOS, or only one? (Exhibit 4 – RFP)

Answer: Bidder shall provide a working electronic copy of its Dynamic Model and Data of Generator for stability in DlgSILENT PowerFactory versions SP1 to SP3.

10. Will translated documents be required to be certified by the Ministry of Foreign Affairs? (Section 7.1 – RFP)

Answer: No. Translated documents will not be required to be certified by the Ministry of Foreign Affairs. The GPE will accept translations accompanied by a statement of accuracy signed by the translator or an official translation service.

11. Could GPE provide a tentative timeline for the announcement of successful bidders? (Section 5 – RFP)

The GPE will do so at a later date as there have been requests to extend the timeline. The GPE anticipates the announcement of successful bidders will occur shortly after the completion of the evaluation process.

12. Should Bidders consider that the list of “Lines” and “Substation Bus Bars” in the tables of Appendix D represents the final list of “Interconnection Points” as defined in 4.2? (Section 4.2 – RFP)

Answer: The Lines and Substation Bus Bars listed in Appendix D are the IP identified from the JPS for this Open Call for Tenders. According to Section 4.2 of the RFP, up to fifteen (15) Business Days prior to the beginning of the Submission Period, by means of the submission of the corresponding technical documents, the Interested Parties may request the GPE to add IPs that are not included in Appendix D with their corresponding maximum capacity, which shall be evaluated and added to the RFP, as long as it is technically possible.

Should Bidders consider that the "Available Capacity" in the tables in Appendix D represents the "Maximum Net Capacity" as defined in 4.2?

Answer: According to Section 4.2 of the RFP, “The Maximum Net Capacity at Interconnection Points does not necessarily represent the maximum technical capacity available in each IP or limitation; they represent the maximum capacities available for award in this Open Call for Tender.” Bidders are required to provide all the technical information and data for the proposed plant (including but not limited to the load flow analysis - with contingencies and short-circuit studies - and the interconnection schedule) which will be used to determine the actual available capacity at the Interconnection Point.

13. Could GPE clarify the type of site sub-surface investigations to be performed? (Exhibit 10 – RFP)

Answer: The site sub-surface should provide preliminary geotechnical studies, floodplain assessments, and, if relevant, tower foot load-bearing studies and foundation bearing studies, to demonstrate the project site's suitability for construction and operation, as outlined in the RFP.

14. Is it acceptable for Bidders to submit a grid integration feasibility study for a power plant of a larger capacity than the proposed Net Capacity? (Exhibit 10)

Answer: It is not. Bidders are required to submit a grid integration feasibility study specifically aligned with the proposed Net Capacity as outlined in the Bidder’s Proposal.

15. Is it fine for Bidders to submit an Environmental Impact Assessment (“EIA”) performed for a power plant of different capacity than the proposed Net Capacity? (Exhibit 10)

Answer: An EIA can be submitted with a Capacity equal or greater than the proposed Net Capacity on the grounds that the base environmental requirements are met in any case.

16. In a context of fluctuating inflation and rates, we kindly ask GPE to introduce a price revision mechanism between bid submission and commercial operation date. (Section 4.11 – RFP)

Answer: The draft PPA at clause 10.3 as well as Schedule 6 states how adjustment is treated. This document is approved by the OUR, under the Electricity Act.

17. Has the bankability of the PPA been reviewed by Development Financial Institutions? (PPA)

Answer: No.

18. Our bank has reviewed the Form of Letter of Credit and proposed the corrections highlighted in yellow in the attached document. Is GPE agreeable to these modifications? (Appendix I – Form of Letter of Credit – RFP)

Answer: The RFP provisions concerning the Form of Letter of Credit have been amended and restated in Addendum No. 1, available on the GPE’s website.

20. APPENDIX I - FORM OF LETTER OF CREDIT

FORM OF LETTER OF CREDIT

[LETTERHEAD OF ISSUING BANK] IRREVOCABLE

STANDBY LETTER OF CREDIT

Date _____

LETTER OF CREDIT NO.

GENERATION PROCUREMENT ENTITY

5th Floor PCJ Resource Centre, 36 Trafalgar Road Kingston
10, Jamaica

Gentlemen:

- the benefit of the Generation Procurement Entity of Jamaica (“the Beneficiary”),
1. At the request and for the account of our customer, [COMPANY NAME] (the "Bidder"), we hereby establish this Irrevocable Standby Letter of Credit (the "Letter of Credit") for pursuant to the Request for Proposal for the Supply of up to 100 MW of Electricity Generation from a Renewable Energy Based Power Generation Facility on a Build, Own and Operate Basis (the “Request for Proposal”)
 2. Upon the terms and conditions set forth herein, effective _____ (“Effective Date”), and expiring on _____ [one year from the deadline from the Submission of Bids as establishes in the Request for Proposal] (the "Termination Date"), this Letter of Credit authorizes the Beneficiary to draw on us up to the amount of _____ United States Dollars.)

Subject to the other provisions of this Letter of Credit, the Beneficiary may obtain the funds available under this Letter of Credit by presentment to us of your original sight draft either in person or via internationally recognized overnight courier at our offices at Kingston, Jamaica, drawn on [Issuing Bank]. Each sight draft presented to us must be accompanied by an official notification, statement or resolution informing that:

- 1) the Bidder withdrew its Bid during the period of Bid validity; or
- 2) the Bidder's Bid contains any false statements or material misrepresentations; or
- 3) the Bidder, as a result of being awarded in the call for tender, has failed within the specified time limits to be granted the Licence and execute the PPA; or
- 4) the Bidder, as a result of being awarded in the call for tender, has failed within the specified time limits to furnish the required Construction Security Deposit.

When presented for payment against this Letter of Credit, the sight draft must be dated the date of its presentation to us and may be presented only on a Business Day. As used in this Letter of Credit, "Business Day" shall mean any day other than Saturday or Sunday on which banking institutions in Kingston, Jamaica are not required or permitted to remain closed. The sight draft must be marked conspicuously "Drawn

Under Irrevocable Standby Letter of Credit No.____." The official notification, statement or resolution that you are required to submit to us along with your draft must be in the form of a letter on your letterhead signed by an authorized officer of the Generation Procurement Entity.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at____, specifically referring to the number and date of this Letter of Credit.

Your sight draft, presented in full compliance with the terms and conditions of this Letter of Credit at or before 1:00 p.m., Jamaica Standard Time on a Business Day will be honoured by our payment of the amount of _____ United States Dollars on your bank account [name of bank and account information] of the draft amount in immediately available funds.

3. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported negotiation was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we are holding any documents at your disposal or are returning the same to you, as we may elect.

Upon being notified that the purported negotiation was not effected in conformity with this Letter of Credit you may attempt to correct any such nonconforming demand for payment if, and to the extent that, you are entitled (without regard to the provisions of this sentence) and able to do so.

This Letter of Credit shall automatically terminate on the Termination Date. You shall deliver this Letter of Credit to us promptly after the Termination Date.

Previous to the Termination Date, this Letter of Credit shall be extinguished by (a) presentment of a notification, statement or resolution by the Beneficiary; or (b) presentment of a notification from the Bidder duly certified with an official notification, statement or resolution, about the occurrence of any of the following events:

- (i) The Bidder's Bid is determined to be non-responsive to the RFP requirements; or
- (ii) Following the execution of the call for tender, the Power Purchase Agreement(s) and Licence(s) have been executed or issued, as the case may be, and the required Construction Security Deposit(s) have been paid in relation to the Total Auction Demand, with its Associated Energy procured from other Bidders, or

- (iii) The bidder, as a result of being awarded in the call for tender, has executed the Power Purchase Agreement, been issued its Licence and furnished the required Construction Security Deposit; or
- (iv) The call for tender was terminated after the submission of Bids for reasons only attributable to the Generation Procurement Entity.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practice for Documentary Credits (~~1993~~ 2007 Revision), International Chamber of Commerce Publication ~~500~~-600 (the "Uniform Customs and Practice") and, to the extent not inconsistent therewith, the Laws of Jamaica.

4. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument, or agreement referred to herein, except only the drafts referred to herein; and any such reference shall not be deemed to incorporate herein any such document, instrument or agreement except for such Agreement and such drafts.

Very truly yours, (Issuing
Bank) By:

Title:

19. In section 5.2. Representations and Warranties of JPS, JPS lists their Warranties, but we would like to ask what warranties we as company have that JPS will purchase the full contracted energy generated.

Answer: Please review the Power Purchase Agreement (PPA), specifically Clause 2.1 (For Sale by the Company and Purchase by JPS). Please consult the Electricity Act and related legislation and regulations. The onus remains on the Bidders to receive all required professional advice independently.

20. Will the Pre-Bid meeting of the 10th of January be just in person, or will we be able to assist online?

Answer: The Pre-Bid meeting will be both in person and online. Given requests from Interested Parties to extend the published timeline, this has been adjusted to 1st February 2024. Please monitor the GPE's website for updates and specific details regarding the upcoming pre-bid meeting.

21. What is the detail needed for the Environmental Impact Study?

Answer: For the purpose of this RFP, the Bidders are required to submit an initial environmental impact report which will establish the environmental status of the site prior to the development of the project and indicate the expected environmental impact of the project. The report may include, but not limited to, a baseline of the following:

- Soil properties, geological characteristics, watershed properties and the topography etc;
- Land, existing and future land use zoning etc;
- Water, air, noise and soil pollution;
- Biodiversity, flora and fauna, presence or absence of endangered species and sensitive ecosystems etc;
- Population and human health, displacement of local communities etc;
- Cultural heritage, location and state of archaeological and/or religious sites.
- The report may indicate the positive impact as well, such as the offset of carbon through use of renewable energy and contribution to reduced greenhouse gas emissions.

22. How can we get information to produce a Potential Grid Impact Study?

Answer: To obtain information for the production of a Potential Grid Impact Study, please refer to the guidelines outlined in the JAMAICA ELECTRICITY SECTOR BOOK OF CODES as well as the Interconnection Guidelines published by the JPS.

23. When will we get the information of the sites where there is capacity available to make the connection?

Answer: Please refer to Appendix D in the RFP.

24. It is read in the RFP that the Construction Security Bond to be paid is USD 100,000.00 per MW; however, in the PPA it is stated that the Construction Security Bond is USD 150,000.00. Please confirm which is to be followed and at exactly what point is it to be paid? (Construction Security- RFP&PPA)

Answer: The RFP will be amended to reflect the PPA published on the 15th of November 2023. For avoidance of any doubt, the amount required as Construction Security Deposit is USD 150,000.00 per MW and must be paid within thirty (30) days prior to the Commencement of Construction.

25. What is the GPE's view on excess Net VAR (Reactive Power) produced by the facility and available for export to the grid in addition to the Net Energy Output of the Complex? (Sale and Purchase of Energy – PPA)

Answer: Excess Net VAR (Reactive Power) produced by the facility and available for export to the grid will be treated in a manner consistent with the provisions outlined in Section 4.11 of the RFP and 2.1 of the PPA.

26. The RFP states that each Bidder is limited to 50MWac, however, the PPA is stating that the Company has been awarded the right to generate electricity in response to an RFP for the Supply of the Associated Energy of up to 100MWac. This is contradictory RFP to PPA.

Answer: There is no discrepancy between the RFP and the PPA. The reference is to the title of the RFP, which states the Total Auction Demand. On the other hand, the RFP has established a cap of 50MW per Project and per Bidder. No Company and/or Bidder will be awarded for more than 50MW.