

## Clarifications/Responses to Queries #3

Issued on March 8, 2024

### 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)

(60 - 103)

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)

Answer: 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)

Answer: 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 NetCapacity 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] IRREVOCABLESTANDBY LETTER OF CREDIT

Date \_\_\_\_\_

LETTER OF CREDIT NO.

GENERATION PROCUREMENT ENTITY

5th Floor PCJ Resource Centre, 36 Trafalgar Road Kingston10,  
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 10<sup>th</sup> 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 1<sup>st</sup> 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 15<sup>th</sup> 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.

27. We kindly request GPE to amend the clause so that Projects must achieve Commercial Operations Date (COD) within twenty-four (24) months from the Construction Start.

Answer: Currently, the GPE is not considering amendments to this clause. The approval of the PPA lies with the OUR as per the Electricity Act.

28. Can a Bidder propose 2 or more Interconnection Points in case the JPS Interconnection Study concludes that multiple Interconnection Points are technically feasible? (Exhibit 4 – RFP)

Answer: Each project shall have a single interconnection point, including hybrid projects. Alternative bids shall also consider a single interconnection point. If a bidder wishes to submit offers including more than one interconnection point, they should be treated, considered and submitted as independent bids with their own capacity, energy, price and single interconnection point.

29. What is the expected amount of the Shortage Cost? Without precision regarding this Cost, it is difficult to assess the bankability of the PPA. (Section 7 – PPA)

Answer: The exact figure for the Shortage Cost will be determined through negotiations between the JPS and the successful bidder, subject to approval by the Office of Utilities Regulation (OUR).

30. Could GPE confirm that the Company should not be liable to pay liquidated damages in case a Force Majeure event has caused the Adjusted Delivered Energy to be less than the (Minimum) Guaranteed Energy? (Section 7 – PPA)

Answer: Section 7 of the PPA stipulates that in the event of Adjusted Delivered Energy falling below the (Minimum) Guaranteed Energy due to Force Majeure, the Company is exempt from paying liquidated damages. However, it's crucial to acknowledge that matters pertaining to this provision are subject to final approval by the Office of Utilities Regulation (OUR). Furthermore, please note that the variability or insufficiency of the renewable resource does not constitute a Force Majeure event, as defined in Schedule 1 of the PPA. The GPE repeats that all Interested Parties are required to seek their own legal and professional advice.

31. We kindly ask GPE to remove the right for JPS to curtail the amount of electricity it accepts upon the occurrence of a Force Majeure Event. (Section 6.1 – PPA)

Answer: The right for JPS to curtail the amount of electricity it accepts upon the occurrence of certain events, including Force Majeure, is a standard provision aimed at managing unforeseen circumstances. This provision aligns with industry practices to handle unexpected events that may impact the safety and operation of the power plant and the grid.

32. We kindly ask GPE to remove the failure of the Company to begin construction after 240 Days as an Event of Default. Indeed, this short deadline doesn't consider the time to obtain all the necessary permits, reach financial close, order heavy equipment with long lead time nor the seasonal weather constraints that can prevent Bidders to start construction. (Section 14.1 – PPA)

Answer: The GPE is not currently considering any modification of the said period.

33. We kindly request GPE to include change in law to the list of Force Majeure event. (Schedule 1 – PPA)

Answer: The GPE is not currently considering any modification on this issue.

34. Exhibit 4 of the RFP requests the dynamic models of the plants in PSS/E and DigSilent. However, no studies have been ordered. Please confirm that only the model is required. What are the technical requirements of the model? PSS/E and DigSilent are simulation software for electrical networks, and it is possible to create equivalent network models in them; however, in the same request, Plexos is

mentioned. This last software (Plexos) is not for modeling electrical networks; it is software for dispatchers and generation utilities that models the generation pool to make economic dispatch; this software would not apply to this project. We understand that it is a typo; could you please confirm it? (Exhibit 4 – RFP)

**Answer: Please refer to the answer to Question 9 of Clarifications and Responses to Queries # 1 and Section 7.4.6 of the Amended and Updated RFP published on December 22 2023.**

35. Please confirm that the form of credit report should be completed by a bank. (Exhibit 9G)

**Answer: Yes.**

36. Whether baseload sources should compete with intermittent sources of renewable energy? As some renewable energy sources are considered baseload capacity and others suffer from intermittency, it is suggested that it would be optimal to structure requests for proposals with this in mind. For example, hydroelectric power plants are considered baseload; offer more stability for the transmission and distribution system; and have a longer useful life than an intermittent source such as wind or solar. These benefits far outweigh any perceived cost advantages of intermittent sources of energy over hydro. It is therefore commended that baseload renewable energy capacity be afforded its own request for proposal, so that like sources may compete, in the interest of equity. (Section 4.5 – RFP)

**Answer As stated in Section 4.5, this is a technology-neutral auction. Bidders can choose the technology they consider most competitive to participate in the auction.**

37. The RFP requires that all bidders submit an Economic Proposal which should include a Financial Model with all Capital and Operational Expenses for the Plant. The RFP further mentions the following cost items that would be part of the Financial Model, however to date some of these costs are not known which would impact bidders to finalize their financial models and negotiate with financiers. Some of these costs are:

- Annual Regulatory Service Fee
- Non-Refundable Processing Fee for the Licence
- Licence Fee

Similarly, the delay in the publishing of the PPA resulted in a delay for bidders to prepare their insurance plans.

Considering the above we suggest that GPE extends the deadline for bid submission. (General – RFP)

**Answer: The GPE has extended the deadline to April 5, 2024.**

38. The process of securing land in Jamaica is lengthy and cumbersome. Furthermore, many lands secured by bidders will be zoned as agriculture lands and recently, we were made aware of the Ministry of Agriculture, Fisheries and Mining will not be considering any additional request for the change of land use for renewable energy projects. This would have a negative impact on the number of interested parties in submitting a bid and as such would the GPE consider communicating with the Ministry of Agriculture, Fisheries and Mining and formulating an amicable resolution to this matter. (General – RFP)

**Answer: Bidders are expected as part of their due diligence to familiarize themselves with the zoning and permitting requirements of their plant's sites.**

39. Kindly define the term “ERP” (Section 7.4.4 – RFP)

**Answer: “ERP” in Section 7.4.4 is a typographical error which has been corrected in the Amended and Restated RFP. The correct term is "EPR" and it is defined accordingly in the Amended and Restated RFP.**

40. Some entities financial year ends December 31st, and it would be challenging to have completed Audited Financials before the 1st of February 2024. In this case can these entities submit statements for the years 2022, 2021 and 2020? Also, what would be the alternative for an equity partner/bidder that is a newly incorporated entity? ( Section 7.5.4 – RFP)

**Answer: If a Bidder does not have the Audited Financial Statement for 2023 by 5/4/2024, the Bidder may submit the 2020, 2021 and 2022 Audited Financial Statements, but the Bidder must expressly justifying why it did not submit the 2023 Audited financial statement. For newly incorporated entities, we encourage the submission of relevant financial information that demonstrates the financial capacity of the entity.**

41. Is the Certificate of Ownership and Good Standing the same as the Certificate of Title provided by the National Land Agency, if not can the GPE provide these forms? (Section 7.5.5.2 – RFP)

Answer: Yes, the Certificate of Ownership (and Good Standing) is the same as the Certificate of Title provided by the National Land Agency. Kindly note that if the land is owned by a company, a Certificate of Good Standing will also need to be provided by the relevant Companies Office or Registry, depending on its jurisdiction. Bidders are expected to provide documentary evidence of their ability to utilize the sites for the plant development and construction for the project duration.

42. Could GPE distinguish the scope of this report compared to a full Environmental Impact Assessment Report which is understood to be a part of the project implementation plan and would be conducted post-bid? (Section 7.5.6.5 – RFP)

Answer: See the answer to question #21 of Clarifications and Responses #1 where the contents of the Initial Environmental Impact Report are described.

43. Plant(s) must be able to start and operate independently of the system. Can GPE elaborate on this, especially that this is not a term in the PPA? (Section 7.5.9.2 -RFP)

Answer: This requirement has been removed. Please see the Amended Request for Proposals dated December 22, 2023.

44. The established process to demonstrate this is by securing the relevant permits and licences which may take several months. Given the limited time would the GPE consider amending the RFP to allow the Project Company to satisfy these requirements? (Section 13.6.5 – RFP)

Answer: The current RFP requirements remain in place. The RFP requires Bidders to demonstrate that they will be able to meet the standards of the relevant regulatory and statutory agencies. Therefore, at this stage, Bidders are not required to secure the relevant permits and licenses themselves, but to provide sufficient evidence that they will be able to secure them in the future (e.g.: proof that the process for obtaining the permits or licenses has been initiated or evidence that they comply with the requirements of the regulation or statutory bodies).

45. We would like to request one (1) month extension to submit our bid from 1st February 2024 to 1st March 2024. (section 8 – RFP)

Answer: Noted. The GPE has extended the deadline to April 5, 2024.

46. When will GPE announce through its website the method of payment of the non-refundable processing fee. (Section 6.11 – RFP)

Answer: The GPE will announce the method of payment for the non-refundable processing fee after the pre-bid conference. Please monitor the GPE's website for timely updates.

47. Is this a virtual pre-bid meeting or an in-person meeting? (Section 7.8 – RFP)

Answer: The GPE intends to host a hybrid event, allowing Interested Parties to join either in person or virtually. Please monitor the GPE's website regarding the final details and format of the meeting.

48. Following our initial query on the GPE's view on excess VAR produced by the plant being available to the grid; Section 2.1 does not speak to this aspect, but as we are aware with assets operating in Jamaica, JPSCo takes excess VAR at no cost yet sells any VAR the IPP takes from the grid at a high cost. What then is the view of the GPE in its procurement of additional RE capacity to be connected to the grid that inadvertently produces excess VAR to the grid?

Answer: Bidders are referred to section GC 2.2.2 of the Electricity Sector Book of Codes which requires that each generating unit as a minimum meets the performance standards as set out in GC 2.2.2 (a)(b)(c) and (d). The bidder is also referred to Section GC 2.2.5 of the Code which outlines the requirements for the interconnection of variable renewable power plant interconnection conditions.

49. Bidders are being asked to provide working electronic copy of the Dynamic Model; however, the utility company (JPSCo) was the entity that carried out the study and as such the working model of the study would be retained by them and a report detailing the results presented to the Bidder. Will the GPE consider bearing the cost of liability for the information on the grid, which belongs to JPS?

Answer: The responsibility for providing the Dynamic Model and Data of the Plant, as specified in the RFP, lies with the Bidder. The GPE will not assume liability for the information on the grid provided by JPS. If there are specific concerns or limitations regarding JPS' role, please provide details, and the GPE will consider them within the confines of the procurement process.

50. For interconnection of IPP facilities, where does the responsibility of the IPP fall in relation to upgrades as a result of bringing the plant online, this on the transmission line or within the specific substation that will accept the additional capacity being interconnected?

Answer: Please refer to Section GC 2.1.1 of the Electricity Sector Book of Codes which outlines the responsibility for upgrades as a result of bringing a plant online.

51. The RFP requests energy production report to be certified by an Independent Consultant, Yield assessments are conducted by Owner Engineering Firms on behalf of the Bidder. Is this sufficient?

Answer: The Qualified Independent Consultant definition states that "The Qualified Independent Consultant shall be a person or entity independent from the Entity submitting the offer. Direct or indirect shareholders, affiliates, directors, employees or organizations that are under the direct or indirect Control of the Bidders shall not be considered independent persons." Therefore, yield assessments conducted by Owner Engineering Firms on behalf of the Bidder is not sufficient.

52. What happens with the Performance Security Deposit after the successful bidder achieves Financial Close and considering the need for submission of the Construction Security Deposit?

Answer: The Performance Security Deposit will be returned by GPE to the Company upon the Company delivering the Construction Security Deposit to JPS in accordance with the PPA.

53. Who has the ultimate authority to determine the interconnection of the proposed project?

Answer: JPS, the System Operator has the ultimate authority to determine the interconnection of the proposed project. The Electricity Sector Book of Codes Section GC 2.1 requires that the method of interconnection chosen by the generator shall be reviewed and approved by the System Operator on the grounds of system security, stability, and safety.

54. The GPE has supplied interconnection points (IPs) and their 'available capacity' as a critical guide to the selection of the project site. However, if JPS's interconnection feasibility study contradicts GPE's provided information, which provided data or information will take precedence?

Our recommendation is that the GPE reviews the provided information and its source, then returns it to the bidders with firm clarification on the true capacity for interconnection at the given points.

Answer: The GPE wishes to advise that the information on interconnection points (IPs) and their 'available capacity' included in the RFP were provided by the System Operator.

55. Our lenders have a standard/institutionalized format for credit reports based on their legal set-up, which does not exactly match the format provided by the GPE. If a bank provides a credit report in a format different from that proposed in the RFP, will it be accepted by the GPE?

**Answer: The format may be different, but all the required information must be provided.**

56. To present to the bid, should the DigSILENT studies include the impact our power plant will have to the grid, or should the study exclusively focus on the stability study inside our plant?

**Answer: Bidders are expected to submit a DigSILENT file that details the parameters of the plant including the impact on the grid performance parameters based on the plant's operation. Additionally, to obtain information on system parameter limits, and required interconnection studies the bidder should refer to the guidelines outlined in the Electricity Sector Book of Codes, Section GC 2, as well as Section GC 15 which details the required Interconnection studies.**

57. Is there a map of interconnection points in Jamaica? Are there specific points that are recommended?

**Answer: Please refer to Annex D in the RFP.**

58. Is it 50MW per day required? or hourly?

**Answer: The maximum capacity of the plants should be set at 50 MW. That is the plant should be capable of producing a peak of 50 MWh of energy per hour.**

59. Is the generation required throughout the day or only during sun hours.

**Answer: Please refer to Section 6.1 of the PPA for details. Power Plants will operate on a Take-As-Available basis.**

60. The Construction Security Deposit is well above market standards and represents a disproportionate cost for the Project. We kindly ask GPE to decrease its amount. (Section 10.7 – PPA)

**Answer: The GPE is not considering a reduction in the Construction Security Deposit, as it is set based on a thorough evaluation of project-specific factors and is crucial for ensuring financial commitment and risk mitigation.**

61. Having postponed the Pre-Bid Meeting date, will the rest of the dates also be postponed? Specially regarding the End of period for public clarifications and queries.



Answer: The GPE has extended the period for public clarification and queries, the last day to request the incorporation of new IPs, the last day for the GPE to issue amendments to the RFP, the end of the period for GPE's response to clarifications and queries, as well as the last day to submit Bids; please monitor the GPE's website for the adjusted dates.

The postponement of the Pre-Bid Meeting date does not impact on the rest of the schedule.

62. Mechanism to Appeal Decision:

We note that the RFP did not include a mechanism to appeal a decision to award. Is there a mechanism to appeal a decision by the GPE that bidders would be made aware of?

Answer: There is not. All applicable mechanisms are noted in the RFP and any subsequent Addenda.

63. Does the bid require an aggregated or complete digSilent model of the plant?

Answer: The Bidder must decide on the parameters that will best model the performance of its generating plant. The Bidder is referred to Section 3 Definitions of the RFP "Dynamic Model and Data for Generator" for guidance in this regard.

64. Should the above include the dynamic model information of the specific inverter and power plant controller to be used?

Answer: The Bidder should decide on the extent of the information on the components of its power plant required to be input to DigSilent model that will best represent the dynamic performance of its plant and its impact on the electricity grid. See above.

65. Can you provide additional guidance on the process should either of those components need to be changed during the construction phase as may happen if the supplier goes out of business or if better technologies emerge or the like?

Answer: This is a normal risk that projects face. The GPE does not and will not bear any risk based on changes in any project parameters, circumstances resulting from whatsoever causes, which are not as a result of GPE's prescribed amendments. The GPE will not make or grant any alterations or accommodation based on the above issues raised by the Bidder.

In accordance with Schedule 2 of the PPA, the Company will have to provide a detailed description of the Plant. Therefore, any change to this description should be informed to JPS.

66. There is reference to an annual Regulatory Service Fee, Non-Refundable Processing Fee and Licence Fee, what are these amounts? Which entity is it payable to and when are these payments expected to be made?

**Answer: The Annual Regulatory fee is payable to the Office of Utilities Regulation annually for the financial year of the licence on or before May 1 of that year. The formula for computing the regulatory fee is detailed in the draft form of Licence.**

**The Non-Refundable Processing Fee is the prescribed processing fee which the Licensee is required to pay in accordance with section 9(4) of the Electricity Act, 2015 (EA) in the amount which is in force from time to time. This fee is to be paid to MSETT prior to the issuing of a Licence.**

**The Licence Fee is the prescribed fee pursuant to section 10(5)(a)(i) of the EA in the amount which is in force from time to time. This fee is to be paid to MSETT as directed or prescribed.**

**Bidders are expected to familiarize themselves with the provisions and requirements of the EA in this regard.**

67. The bid bonds as seen in the RFP has been noticed to be significantly higher than that stipulated in the last successful RFP (2015), where each bidder is expected to put up a bond at 1% of capital cost. However, the current bid bonds being implemented are quite high and with a lengthy validity period. The bidder is expected to bear the associated costs; especially since the bonds vary. Is the GPE open to reconsidering the size of the bonds being imposed?

**Answer: The GPE is not considering any adjustments to the bid bond requirement at this time.**

68. The RFP and the PPA are seen to being capacity driven where the maximum associated energy is determined by the 50MWac capacity limit and its associated energy. However, bidders are being requested to provide energy at P99 level, whereas it is typical for resource yield is mostly considered at P50 and/or P90; especially for financing. Is the GPE open to adjust this requirement? The GPE has also asked for a minimum guaranteed energy and capacity factor. Is the GPE open to reconsidering its position of a minimum guaranteed energy considering that the PPA pays on net energy output as opposed to a minimum guaranteed energy?

**Answer: Section 3 “Energy Production Report” of the RFP requires that generation levels of exceedance probability levels of P50, P90, and P99 shall be informed for wind, solar PV, and hydro plants.**

**As the Bidder indicated payment under the PPA is based on net energy output to the grid. The GPE recognizes that typically banks and financial institutions require P50 and P90 level resource assessment data. The GPE is of the view that the P99**

probability data does not limit the bankability of the data but reduces the risk of the Bidder not achieving the minimum guaranteed energy output. Bidder is also referred to Section 3, of the RFP, “Guaranteed Energy” for guidance in this regard.

69. With reference to the last paragraph of the RFP section 4.2 as outlined below:  
*“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. The GPE shall conduct the corresponding analysis to the addition of such IPs.”*

We hereby request the GPE to add Rhodens Pen to Tredegar 69kV transmission line as an IP, as it was not included in Appendix D, with its corresponding maximum capacity. (RFP 4.2)

**Answer: Based on the updated information received from JPS on the Tredegar to Rhodens Pen 69 kV transmission line which includes the available line capacity of 51.56 MW, GPE will consider including this line as an interconnection point (IP).**

70. The RFP provides that a consortium can be a Bidder into the RFP, however the requirements to bid as “consortium” are not defined. The RFP provides for “Unincorporated Associations” and “Joint Ventures;” is it correct to assume that these sections and Terms establish what is required to bid as a consortium?

“Joint Ventures” and “consortiums” are equivalent concepts. Provisions regarding “Joint Ventures” apply to “consortiums”.

It seems that the primary difference between an Unincorporated Association and a Joint Venture is a “joint venture agreement”. Would a teaming agreement or MOU that establishes the roles of the members of the consortium qualify as a joint venture agreement? (RFP 7.5.1 & 7.5.3)

**Answer: That depends on the actual details of the agreement. The difference between an “Unincorporated Association” and a “Joint Venture” is a “Joint Venture Agreement”. An MOU that establishes the roles of the members of the “consortium” can qualify as a consortium – this will be subject to the satisfactory review by the GPE.**

71. Is Guaranteed Energy Capacity Factor intended to be calculated from Guaranteed Energy? (RFP 54 – 12.2 – Exhibit 2)

**Answer: Yes. The Guaranteed Energy Capacity Factor should be calculated based on the Guaranteed Energy specified for each year of the 20-year PPA's term and supported by the Energy Production Report (EPR) included in Exhibit 10 of the Technical Proposal.**

72. Will JPS support/respond to modeling requests for grid data such as power flow models?

**Answer: JPS will support/respond to modeling requests for grid data as per the guidelines outlined in the JPS Guidelines for Interconnection Studies of New Generation published by the JPS 2023.**

73. Does JPS support with cost estimations to interconnect to transmission/distribution infrastructure; I.e. will details on existing infrastructure be shared with bidders upon request?

**Answer: This is a matter for each Bidder in consultation with the JPS. Historically, JPS does provide support with cost estimations to interconnect to transmission/distribution infrastructure, and details on existing infrastructure, subject to the guidelines outlined in the “JPS Guidelines for Interconnection Studies of New Generation” published by JPS.**

74. Annex D - Technical Capabilities - What form must this take? Slide deck? Detailed report? (RFP 66 – 13.6.2 – Exhibit 9)

**Answer: Please refer to Section 13.4.4 Annex 9.D: Technical capabilities in the RFP.**

75. So long as the guaranteed capacity net power capacities are met, are transformer losses (and associated aggregate losses) able to be adjusted with changes in equipment and adjustments to design? (68 – 13.7.1 Exhibit 10)

**Answer: Please refer to the Electricity Sector Book of Codes. Any proposed adjustments in this regard will require review and approval by the system operator, and possibly the OUR.**

76. What environmental impacts are required to be submitted for consideration? (68 – 13.7.3 – Exhibit 10)

**Answer: See answer to question 21 of Clarifications/Responses to Queries #1, issued on December 22, 2023.**

77. Potential grid impact - must this be a feasibility study? Harmonics assessment, frequency ride through, voltage ride through?? Or is this simply the perceived physical impact to the grid? (68 – 13.7.3 – Exhibit 10)

**Answer: The requirements are outlined in the Electricity Sector Book of Codes, please refer to Section GC 15.**

78. What depth of description/documentation is required for interconnecting infrastructure & cost with the understanding that full substation design may not be fully assessed at the time of submission (i.e. cap banks being required) (RFP 7.4.6)

**Answer: Please refer to Section TC 5 in the Electricity Sector Book of Codes. Bidders are required to submit their own cost projections based on the proposed designs.**

79. Plant performance and rated output at expected site ambient conditions: can expected conditions be annual average insolation, wind, temperature, etc.? (RFP 68 – 13.7.5 Exhibit 10)

**Answer: The site ambient is the climatic conditions at the site as measured by the meteorological station which will have an impact on the Net electrical output of the generating facility and include average temperature, solar irradiation and rainfall.**

80. Can these be proposed transformer specifications i.e. the main power transformer; should this include GSU transformers as well, and must they be final? (RFP 68 – 13.7.6 – Exhibit 10)

**Answer: The proposed transformer specifications should include the specification of the GSU transformer.**

81. Output curve dependent on final module and inverter selection as well as cable configuration, can the output curve be preliminary/proposed? (RFP 68 – 13.7.6 – Exhibit 10)

**Answer: The Output curve should be as per the equipment proposed. Material changes to the characteristics may not be proposed.**

82. What level of site civil works/planning is required? Preliminary? (RPE 68 – 13.7.6 Exhibit 10)

**Answer: Bidder should submit the level of project design detail that best describes the project details and in keeping with the applicable codes and standards.**

83. The planned SCADA interface facilities will likely be the substation. Can a short description of the planned interfacing points be included or must these be defined with design drawings? (RFP 68 – 13.7.6 – Exhibit 10)

**Answer: The bidder's interfacing requirements to the JPS SCADA communications system interface to the JPS system are detailed in Section 5 of the draft PPA included in the RFP. Bidders should abide by these requirements.**

84. Are there any restrictions on generators/generator air quality regarding the source for construction power, or must construction power be a utility interconnect to the distribution grid? (RFP 70 – 13.8 – Exhibit 11)

Answer: No. Bidders are required to provide the source of their construction power requirements within the framework of the Electricity Act. Bidders can supply their own requirements for electricity from their own source or from JPS. Bidders must ensure if they provide their own power source this must conform to the environmental permit requirements.

85. Can the cost breakdown be preliminary and subject to change assuming that the offer price is final? (RFP 71 – 13.9 – Exhibit 12)

Answer: Each Bidder must provide sufficient information to substantiate the offered price, acknowledging it to be final notwithstanding any changes to the cost breakdown structure.

86. May proposed subcontracts/subcontractors be all those being considered for the work, or must each major subcontract list only one subcontractor? (RFP 72 – 13.10 – Exhibit 13)

Answer: Listing of proposed subcontracts as well as the contractor for major components of the projects should be provided as set out in Exhibit 13.

87. What level of drawings/design? 30%/60% etc.? What is the required certainty on performance specifications? (RFP 73 – 13.11 – Exhibit 14)

Answer: Bidders shall provide preliminary designs and drawings relating to the facilities. Bidders should make every effort to ensure that parameters and design details are as detailed as possible to represent the project performance as accurately as possible.

88. Must equipment choices be final at the time of bid submission? (RFP 73 – 13.11 – Exhibit 14)

Answer: Bidders are responsible for the choice of equipment. Equipment choice must be selected to meet the performance standard required by the RFP, the PPA as well as the ESBC. and the bidder must provide the level of details to allow assessment of the performance of the equipment.

89. Must this include granular detail on all facets of project development, construction, commissioning & testing? or simply be inclusive of major milestones for each respective category? (RFP 74 – 13.12 Exhibit 15)

Answer: Bidders Proposed Project Schedule and shall include the milestones as detailed in Exhibit 15.

90. Please add a new interconnection position to technical appendix D at location [REDACTED]°N, [REDACTED]°W (RFP Appendix D)

**Answer: The bidder is required to identify the substation, transmission line, or distribution feeder they wish to add to Appendix D, rather than the position or location, along with the corresponding technical documents which shall be evaluated and considered for addition to the RFP in accordance with Section 4.2 of the RFP.**

91. Must guaranteed availability take into account any potential JPS unplanned outages/maintenance? (PPA 16 – 6.1 (a))

**Answer: Yes**

92. Will JPS make available certain information pertaining to typical quantity & duration of outages such that the bidder will be able to appropriately quantify plant availability for the RFP submission if item #1 holds true? (PPA 18 – 6.3.2)

**Answer: Please review the obligations of JPS outlined in Section 6.3 of the PPA and DSC 3.5 – 3.12 of the Electricity Sector Book of Codes.**

93. What is the intended point of demarcation to designate as JPS interconnection facilities? Shall the Company be responsible for operating and dispatching up to the medium voltage side and JPS shall own the main power step-up transformer as the input terminals designating the point of demarcation is the high voltage switchyard? (PPA 22 – 8.2.1)

**Answer: The intended point of demarcation to designate as JPS interconnection facilities is at the high voltage switchyard, in accordance with Section 8.1.3 of the Power Purchase Agreement (PPA), which states, "Unless otherwise stated in this Agreement, after the Commercial Operations Date JPS shall own, operate and maintain the JPS Interconnection Facilities and shall effect and maintain its connection to the JPS Grid."**

94. Shall JPS be responsible for ALL interconnection switching equipment, including medium voltage & high voltage switchgear? (PPA 22 – 8.2.2)

**Answer: Please review the requirements as outlined in the Electricity Sector Book of Codes. (TC 8.13 and TC 9)**

95. Does JPS have preferred equipment manufacturers for the equipment that is to be installed in the JPS interconnection facilities? If Bidder is able to procure and install preferred equipment, is full training still required? (PPA 23 – 8.2.6)

**Answer: Equipment to be installed must adhere to the required codes and standards as outlined in the Electricity Sector Book of Codes.**

96. Is there documentation available that outlines the lighting & security requirements for the facility? (PPA 70 – Attachment 2 – 11 Security)

Answer: As indicated in the PPA the bidder should undertake to provide its complex with the appropriate lighting and security based on prudent utility industry practice and local requirements.

97. May Company-owned backup metering equipment be located within the JPS interconnecting facility? (PPA 82 – Schedule 5-Backup Metering)

Answer: Please review Section 9 of the PPA and GC3 of the Electricity Sector Book of Codes.

98. Please provide definition of Associated Company/Entity. (RFP 7.5.2)

Answer: The term “Associated Company” is not used in the RFP. The terms used are “Associated Organization” and “Associated Entity”, and both terms should be considered equivalent. An Associated Entity/Organization is a company that is not part of the Bidder but has a contractual relationship with the Bidder related to the construction of the plant (such as a Construction Contractor hired to build the Plant) and the Bidder relies on the experience of said associated entity to demonstrate the experience required by the RFP (see sections 7.4.3.1, 7.4.3.2, 7.5.2, 7.5.4.2 and 12.3.1).

99. If the EPC has no stake in the ownership group are they to complete Exhibit 3 Annex 3.A? (RFP 7.5.2)

Answer: The EPC contractor only must complete Annex 3.A if: 1) it is part of the Bidder; 2) it is not part of the Bidder but is an Associated Entity (see answer above); or 3) it will be part of the Company that will sign the PPA if the Bidder's bid is awarded.

100. Whereas the liquidated damages for construction delays are clear, the consequences of supplying below P90 and P99 are not. What are the consequences of supplying less than the Guaranteed Energy (P90) and Minimum Guaranteed Energy (P99)? (PPA 7.4.4)

Answer: Please review section 7 of the PPA. For minor shortages (Adjusted Delivered Energy is less than the Guaranteed Energy but more than the Minimum Guaranteed Energy), the Company will have to supply the necessary Energy to cover the shortage during the following year. If it fails to do so, the Company shall pay liquidated damages. For large shortages (Adjusted Delivered Energy is less than the Minimum Guaranteed Energy) the company shall supply during the following year, the energy necessary to cover the shortage. Also, during the first 3 months following the end of the contract year in which a large shortage occurs, the Company will have to pay liquidated damages.



101. How will Shortage Cost be determined? This is material given it will represent a liquidated damage for not meeting the Guaranteed Energy (P90) and Minimum Guaranteed Energy (P99). (PPA 7.4.4)

**Answer: Section 7 of the Draft PPA document details the basis for determining the energy shortage amounts. The cost of energy shortage applicable to be paid by a power producer in a given year is computed as the energy shortage amount from the producer's facility in MWh occurring in the previous year multiplied by the energy shortage cost, where the energy shortage cost is the sum of the system fuel cost and variable O&M costs for the previous year divided by the net generation from fuel-based plants in the previous year, i.e. fuel cost in \$/MWh.**

102. GPE has introduced the concept of Performance Security Deposit in the amended RFP published on December 22nd. However, this concept is not reflected in the PPA. Will GPE publish an amended version of the PPA incorporating the Performance Security Deposit? (RFP 10.2 Performance Security Deposits Requirements)

**Answer: No, since the Performance Security Deposit is only going to last until the construction starts and it shall be furnished to the GPE.**

103. The Energy Output purchased by JPS shall be capped at the Contracted Net Capacity and not the Contracted Net Energy Output. Indeed, the Guaranteed Energy being defined as the Contracted Net Energy Output, this would in effect cap the Energy Output purchased by JPS at the P90 of the plant. (PPA 2.1 Sale by the Company and Purchase by JPS)

**Answer: JPS will purchase from the Company all Net Energy Output of the Complex up to the Contracted Net Capacity of the Complex. This arrangement establishes the Complex as a 'Take-As-Available' Generating Unit, as defined in the Generation Code.**