



Supply up to Net 100 MW of the Electricity Generation from Renewable Energy Based Power Generation Facilities on a Build, Own and Operate (BOO) Basis

Request for Proposals Term Sheet

DRAFT

June 2, 2023

*DISCLAIMER*

*This document is a preliminary version prepared for discussion purposes and is subject to changes and revision. Suggestions and comments presented here do not constitute legal advice under the laws of Jamaica and have relied upon the revision made by Jamaican legal counsel to the Generation Procurement Entity of Jamaica.*

Table of content

1. The Request for Proposals Term Sheet	4
2. Schedule - Terms and Definitions of the Request for Proposals Term Sheet	17

## The Request for Proposals Term Sheet

Section	Subject	Key Information – Description
1	Subject-matter	Pursuant to the provisions set forth in the Integrated Resource Plan (IRP) approved by the Minister with responsibility for energy 2020 and pursuant to the Electricity Act 2015 and its related regulation, the Generation Procurement Entity (GPE) will call for the presentation of Bids (the 'Open Call for Tenders') for the qualification of, and award to, national and/or foreign legal entities, for the purpose of executing renewable energy Power Purchase Agreements (PPAs) to be signed with Jamaica Public Service Company Limited (JPS), acting as Operator of the Electricity System and as the Single Buyer of Electricity, with the aim of increasing the share of renewable sources of energy in the country energy mix, pursuant to the IRP.
3	Technology	The Auction shall be technology-neutral within Generation Technologies. All the Bids shall be ranked in a unique list and shall be awarded as indicated in Section 29 ( <i>Awarding mechanism</i> ). Bidders may offer Projects with a mix of renewable energy Technologies with or without storage or Wind + Solar PV which are considered as Hybrid Projects.
4	Total Auction Demand	Total net capacity to grid: 100 MW
5	Auctioned Product	100 MW of Net Capacity with its Associated Energy to the grid.
6	Alternative Bids	A Bidder may submit two Bids related to the same Project of the same or different Technologies (e.g. one bid for a 20 MW Wind Project and another bid for a Hybrid Project of 20 MW Wind Project plus 15 MW Solar PV Project) with the same or different Associated Energy Offered Price; considering that both Bids are related to the same Project when they refer to the same Site (totally or partially) and the same

		Interconnection Point (IP). These two Bids shall be deemed Alternative Bids and shall be mutually exclusive, in accordance with Section 29 ( <i>Awarding mechanism</i> ).
8	Interconnection Points (IP) and Maximum Capacity at IP	<p>The Interconnection Points (IP) and the Maximum Capacity currently available with no further investment, at each Interconnection Point for the award in the Open Call for Tenders will be detailed in the RFP.</p> <p>Such available Maximum Capacities at Interconnection Point will not necessarily represent the maximum technical capacity available in each IP or limitation; they will represent the maximum capacities available to be awarded in the Open Call for Tender.</p> <p>The IP included in the offer shall not be modified in any post-commercial negotiation of the PPA, for any reason different from technical issues that require so to the discretion of JPS.</p> <p>All bids should include the full cost if any, including modifications to the existing JPS structure and system for creating an appropriate transmission Interconnection Point and any suitable lines to the plant of the proposed capacity<sup>1</sup>.</p>
9		
10	Associated Energy	All the Associated Energy delivered to the grid shall be purchased under the PPA and paid at the Awarded Price, adjusted according to Section 11 below ( <i>Payment</i> ), by the Single Buyer.
11	Payment	<p>The Awarded Price for Associated Energy will be paid in US Dollars and/or Jamaican Dollars.</p> <p>Payments will be initially made in Jamaican Dollars at least for those amounts representing taxes and operation charges of the Project and the Seller could request to be paid in US Dollars those amounts needed to pay its debt in foreign currency to the Secured Creditors, upon providing proof of such fact.</p> <p>Additionally, the Bidder shall define the percentage of the Associated Energy Offered Price that will be indexed annually by the United States Consumer Price Index (US CPI).</p>
12	Access to the RFP	The RFP will be available for download free of charge by electronic means on the website of GPE, <a href="http://www.gpe.gov.jm">www.gpe.gov.jm</a> , or in person, at GPE's Office. Submission of a Bid shall bear a fee to be determined by GPE.

<sup>1</sup> A proposal has no value if it is not suitably interconnected to the grid and does not include those costs in its bid.

13	Domicile	Interested Parties shall establish a commercial domicile in Jamaica, where all notifications under this Open Call for Tender shall be deemed duly notified.
14	Acceptance of applicable law	The submission of Bids to the Open Call for Tenders shall imply that the Bidder fully knows and accepts the following legal instruments: The Electricity Act, 2015; JPS All-Island Electrical License, 2016; The Office of Utilities Regulations Act; The Electricity Sector Book of Codes (Generation, T&D, Dispatch and Supply); The National Energy Policy; the Integrated Resource Plan 2020; The Natural Resources Conservation Authority Act; the Registration of Titles Act; and the complementary and regulatory rules and all the conditions and all the rules set forth in this RFP.
15	Consultations and clarifications	<p>GPE shall establish a period, before the submission of Bids, in which consultations and requests for clarifications on the RFP shall be received. The Interested Parties shall be the only ones able to make them. The consultations and/or clarifications shall be answered by GPE by means of Clarifying Circular Letters to be delivered to all Interested Parties, issued before the submission of Bids, but the identity of the consulting Interested Parties shall not be disclosed. The Clarifying Circular Letters shall be published by GPE, and they shall be automatically added to the RFP.</p> <p>GPE shall be able to issue Clarifying Circular Letters on its own and at any time of the tender process before the submission of Bids if it is deemed necessary or convenient.</p>
17	Order of precedence	<p>For the purposes of interpretation and integration of the PPA, there shall always be pre-eminence of the legal framework mentioned in Section 16 (<i>Applicable Law</i>), and the following order of precedence is set forth:</p> <p>(a) the duly executed PPA, including all of its Annexes;</p> <p>(b) the RFP and its Annexes;</p> <p>(c) the Bid.</p>
18	Representations of the Bidders	<p>There shall be no rights in favour of the Bidder arising out of the submission of the Bid, and GPE shall have no obligation arising out of the submission of the Bid.</p> <p>GPE may render this Open Call for Tenders unenforceable at any moment or may state the failure of it. GPE and/or the Government of Jamaica shall not be held liable for such decision and the Bidder shall not have any right to claim.</p> <p>The Bidder is subject to the jurisdiction of the Jamaican Courts, regarding any matter arising out of this Open Call for Tenders. They expressly waive any other jurisdiction they may be subject to.</p>

19	Qualification to be a Bidder	<p>Jamaican or foreign individuals, as well as legal entities constituted in Jamaica or abroad, shall be able to submit the Bid.</p> <p>If a Bidder is integrated by more than one individual or entity, or a foreign legal entity, a joint bid with sufficient legal documentation that shows they are making a joint submission and that they have the necessary structure and approvals to do so, they shall be able to submit a Bid with the commitment to establish a legal entity constituted in Jamaica before signing the PPA.</p> <p>In any of the cases, whether it is a new legal entity or a subsidiary of a foreign legal entity, it must be registered or incorporated under the Laws of Jamaica.</p>
20	Individuals or Legal Entities Disqualified to be Bidders	<p>Individuals or legal entities mentioned in any of the following cases may not participate in the Open Call for Tenders either by themselves or by means of an agent acting on their behalf:</p> <p>(a) Legal entities and individuals under bankruptcy or similar proceedings;</p> <p>(b) Individuals legally disqualified due to a judicial sentence;</p> <p>(c) Legal entities and/or individuals appearing on the World Bank -Listing of Ineligible Firms and Individuals-; and</p> <p>(d) Foreign legal entities ruled by public law, acting in their capacity as such.</p>
21	Bid Bond	<p>To guarantee the Bidder's obligations under the RFP, the Bidders shall submit with the Bid, a Bid Bond.</p> <p>The Bidder shall submit as many Bid Bonds as offered Projects, except in case of alternative Bids related to the same Power Plant, as provided for in Section 6 (<i>Alternative Bids</i>), in which case only one Bid Bond shall be required, for an amount equivalent to the largest offered Capacity (in case the alternative Bids are for different capacity).</p> <p>If a Bidder: (a) communicates his decision to withdraw his Bid during the original Bid validity term; (b) includes any false information provided as an affidavit; (c) does not file before the GPE the documentation required after the award; (d) does not sign the PPA after the award, pursuant to the RFP or (e) does not furnish the Construction Security Deposit, then the Bidder will lose the Bid Bond in favour of GPE, who shall</p>

		<p>forfeit said guarantee without any previous administrative or legal action, leaving the Bidder no right to any claim whatsoever.</p> <p>The Bid Bond shall be constituted in favour and to the satisfaction of GPE as a bank guarantee or a Standby Letter of Credit, in both cases, irrevocable, unconditional, extendable, payable at sight and on first request, and further requirements which will be established in the RFP.</p> <p>The non-submission of the Bid Bond as provided in the RFP will constitute enough cause for rejection of the Bid.</p> <p>Within a specific term after the award notice, the Bid Bond once constituted by the Bidders who have not become Successful Bidders will be returned to them.</p> <p>The Bid Bond will be restituted to the Successful Bidder within a certain period from the submission by the Successful Bidder of the relevant Construction Security Deposit in favour of the Single Buyer.</p>
22	Submission of Bids	<p>Bids shall contain a Technical Proposal and an Economic Proposal in separate envelopes, which will be submitted together to GPE, accompanied by all the supporting documentation required in the RFP, at the date and place informed therein. The proposals and the supporting documentation must be submitted in physical and digital format, according to the formal requirements set for in the RFP.</p> <p>Submission of a Bid shall bear a fee to be determined by GPE.</p> <p>The Bids shall be written in English.</p>
23	Content of Technical Proposal	<p><u>Legal requirements:</u></p> <p>Bidders shall be required to submit legal information about the individuals and/or legal entities taking part in the Bid (constitutive act, certificate of Non-Debtor in Jamaica and for foreign legal entities in the country of its registration, individual taxpayer identification number, meeting minutes of the management body approving to participate in the tender and to submit the Bid, etc.).</p> <p>Foreign entities must participate in the Auction through a duly authorised representative in accordance with Jamaican Law.</p> <p>All legal documentation issued in a different language other than English shall be translated into English by a public translator and duly certified.</p>



	<p>The documentation issued abroad shall be submitted in accordance with the formalities set forth by the regulations of the country where such documentation was issued. It shall be duly certified in accordance with the Laws of Jamaica.</p> <p><u>Economic and financial requirements:</u></p> <p>Bid Bond in accordance with Section 21 (<i>Bid Bond</i>).</p> <p>Financial statements of the last fiscal year, to be filed with proper legal requirements, and in case of foreign Bidders the financial statements shall be filed with the requirements of its place of incorporation, and if they are in any language other than English, they should be duly translated into English by public translator and certified according to the laws of Jamaica.</p> <p><u>Technical experience of the Bidder:</u></p> <p>Bidders must prove experience of having commercially installed and operated at least thirty-three per cent (33%) of the capacity of the Power Plant of similar technology to the one they are offering in the auction.</p> <p><u>Technical specifications of the Project:</u></p> <p>Generation Technology or a mix of Generation Technologies that make up the Project (Hybrid Project).</p> <p>Offered Capacity for Energy Only Product (in MW).</p> <p>Interconnection Point where it will be connected.</p> <p>Physical schedule, and description of the Power Plant to be constructed, including manufacturer’s maintenance schedule and forecast of the commissioning and operation of the generating units.<sup>2</sup></p> <p>Energy Production Report (EPR) - Certified by a Qualified Independent Consultant.</p> <p>The budget of the Power Plant, including its connection to the transmission system.</p> <p>Indication of the Site of the Power Plant to be constructed and availability of the real property during the entire effective term of the PPA.</p> <p>Sworn statement from the developer (an individual or a legal entity) of the Project where he/she/it declares his/her/its past experience in similar developments, the</p>
--	---

<sup>2</sup> Note: Certain milestones of the Projects previous to Commercial Operations Date may be requested, such as the date of financial closing, the date of power plant initial construction, commissioning test date, or others.

		<p>sources of financing that he/she/it had access to for those projects with the corresponding contacting data of who provided the financing, for validation proposes.</p> <p>To provide at least one (1) project reference, including the contact person's details as well as the nature of work performed, its location, and project size (MW).</p> <p>For Biomass or Biogas, the Bidder shall guarantee that the resource to be exploited are available locally and has no restrictions for their use, in the quantities and qualities indicated by the Bidder for its Project.</p> <p>For Hydro Projects, the Bidder shall take into consideration the Natural Resources Conservation Authority Act of Jamaica and the Water Resources Act, without prejudice of any other local regulation where the resource is located.</p> <p>Studies and the documentation that may certify the performance of the machines and the equipment included in the Bid. Information about suppliers.</p> <p>Environmental &amp; social impact assessment.</p>
24	Content of Economic Proposal	<p>Associated Energy Offered Price: U\$\$/MWh</p> <p>The Bidder may define the percentage (from 0 to 100%) of the Associated Energy Offered Price that will be annually indexed to the US CPI.</p> <p>Minimum Capacity for Partial Award (MW)</p> <p>Guaranteed Energy (MWh/year)</p> <p>Minimum Guaranteed Energy (MWh/year)</p> <p>The Bidder is responsible for the infrastructure that connects the Power Plant to the selected IP (including the obtaining of the connection permit and interconnection route lease/purchase/easement and approvals for such use.). Additional investments and reinforcements to the grid beyond that point shall be absorbed by JPS.</p>
25	Rejection of Bids	<p>Proposals which, at least, do not meet the minimum admissibility requirements, shall be rejected, prior to a remedy term period for non-substantive matters, if applicable.</p>
26	Clarification and additional information	<p>During the Bid evaluation process, GPE may ask for clarifications and/or supplementary information.</p>

		In no case and under no circumstances, shall GPE admit any modification of the Economic Proposal submitted by the Bidders.
27	Qualification of Bids	<p>Only the Bids that comply with all the requirements contained in the RFP will be considered valid and suitable for analysis.</p> <p>GPE will check the compliance with all the Legal, Financial and Technical Requirements requested under the RFP, and GPE shall issue the final qualification report.</p> <p>Bidders whose Technical Proposal does not qualify will be invited to withdraw their Bid Bond and the respective sealed Project Economic Proposal.</p>
28	Opening of Project Economic Proposal	Once the final qualification report is published, GPE shall open the respective Project Economic Proposal of the qualified Bids (price contest), in a public Bid opening. The Maximum Price for Award will be also disclosed at the public Bid opening.
29	Awarding mechanism	<p>1. The economic proposals will be opened and adjustments to US CPI will be applied to the Associated Energy Offered Price of each qualified Bid, obtaining an adjusted price series of said Bid, covering the extent of the PPA (20 years).</p> <p>2. The GPE will award all those Bids included in the ranked Bid combination (i.e. a single Total Cost to the System value in case no Alternative Bids exist, multiple values otherwise), yielding the least Total Cost to the System among all, up to the Total Auction Demand Capacity (or any increase thereto as set forth in Section 5.3 above) is met.</p>
30	Tie-break mechanism	The RFP shall state when a tie between Bids is deemed to exist and determine the tie-breaking mechanism.
31	Award Agreement of	Once the eligibility and qualification requirements have been met for the award of the Bids, the GPE shall submit to the MSETT and the OUR a binding report containing the definite list of Bidder/s to be awarded a PPA (Successful Bidder/s). The OUR , upon its being satisfied as to the respective status of the Bidder/s and the Single Buyer, shall then proceed to approve and authorise the execution of the PPA between the Successful Bidders and the JPS, after the MSETT upon notification of this event shall issue the Licence to that Bidder/s, once all conditions precedent are satisfied so as to execute the said PPA and any attendant documents.
32	Absence of Bidders. Non-responsive Bids	If no Bid was submitted or if the submitted Bids do not meet the requirements of this RFP, or the Bids received were non-responsive to the interests represented by GPE

		<p>pursuant to Decision [*]. GPE may declare the tender process totally or partially unenforceable or it may state the failure of it, as the Bids fail to meet any of the Auction aims. The exercise of such power will not grant any right to the Bidders to claim for any compensation of any kind whatsoever.</p>
33	Signature of the PPA	<p>After having received the communication by GPE on the award confirmation, the Successful Bidders shall be summoned by JPS to sign the PPA.</p> <p>As conditions precedent for the PPA signing, Successful Bidders shall have to prove the following, within the stipulated time frame of the bid process, schedule:</p> <p>(a) The registration of a Company or the constitution of a new Company under the laws of Jamaica, which will be the one that signs the PPA, and the compliance with the Legal Requirements;</p> <p>(b) That the Company meets and complies with all the Technical Requirements; and</p> <p>(c) The constitution of the Construction Security Deposit to the satisfaction of the GPE.</p> <p>(d) The grant of the Generation Licence;</p> <p>Failure to comply with any of the above requirements shall be deemed a reason to automatically cancel the award to such Successful Bidder and to execute the Bid Bond.</p>
34	Construction Security Deposit	<p>On or prior to the Execution Date, each Successful Bidder shall submit a Construction Security Deposit, in order to support the compliance of all obligations undertaken in the PPA.</p> <p>Construction Security Deposit shall be constituted in favour of JPS as a bank guarantee or a Standby Letter of Credit, in both cases, irrevocable, unconditional, extendable, payable at sight and on first request, and further requirements which will be established in the RFP and the PPA.</p> <p>The Construction Security Deposit will be executed by JPS, or it will be restituted to the Successful Bidder, as provided for in the PPA.</p> <p>The Successful Bidder shall submit as many Construction Security Deposits as awarded PPAs.</p>
35	Despatch Priority	<p>Despatch priority for renewable energy shall apply. Take-as-available clause shall be included in the PPA, in accordance with the Act and Codes.</p>

36	Secured Creditor's rights	Seller's Secured Creditors rights <sup>3</sup> shall be included to protect certain lenders rights.
37	Confidentiality of Information	All information exchanged between the Bidders and the GPE under the RFP, in whatever format, will be treated under strict confidentiality by them, and will not be disclosed, except when necessary for the verification and evaluation of the Bids or as may be required by law.

## 2. Schedule - Terms and Definitions of the Request for Proposals Term Sheet

Term	Definition
Act	means the Electricity Act passed in July 2015, which clarifies and codifies the roles and responsibilities of the main actors in the electrical sector, including the Government, the Regulator, the Electric Utility, the Single Buyer and the Independent Power Producers (IPP). In addition, it prescribes the required standards in the electricity sector.
Alternative Bids	has the meaning ascribed to such term in Section 6 ( <i>Alternative Bids</i> ) of this RFP Term Sheet.
Associated Energy	means all the energy generated by the Contracted Capacity, under the PPA.
Associated Energy Offered Price	means the price for the energy generated by the Contracted Capacity (expressed in US Dollars per MWh) that the Bidder offers as the Energy Only Product.

<sup>3</sup> Being analysed to include the following minimum rights in favour of the Seller's Secured Creditors within the PPA or in a Direct Agreement between the Single Buyer and the Seller Secured Creditors:

(i) Right to appoint a Secured Creditors' representative to perform any action, exercise any right and fulfil any obligation of the Secured Creditors under the PPA.

(ii) The following actions by the Seller shall be subject to the prior written consent of the Secured Creditors' representative: (a) the Seller's consent to the mutually agreed termination of the PPA; (b) the Seller's consent to any amendment to the PPA; (c) the change of the Seller's Account; (d) the Seller's waiver to any of its rights under the PPA; and (e) the exercise by the Seller of its early termination rights.

(iii) In the event of a default by the Seller of its obligations under the PPA which is not remedied by the Seller within the applicable term, the Single Buyer shall grant the Secured Creditors a term in order for them, directly or indirectly, to remedy such default. The Single Buyer shall be authorised to exercise its early termination rights only upon the expiration of the term granted to the Secured Creditors to remedy the relevant default.

(iv) Right of the Secured Creditors' representative to receive a copy of all material notices submitted under the PPA.

Auction or Open Call for Tender	means the competitive process for the purchase of electricity, governed by Decision [*] of the GPE and its related documents, in accordance with The Integrated Resource Plan (IRP).
Awarded Price	means the Associated Energy Offered Price, to be included in the PPA with the corresponding indexation to US CPI.
Bid	means, for each Project, the unilateral and irrevocable intent expressed by a Bidder pursuant to the RFP.
Bid Bond	means the bidding guarantee granted to GPE by the Bidder pursuant to the terms and conditions set forth in Section 21 ( <i>Bid Bond</i> ). The Bid Bond amount shall be equivalent to [*] <sup>4</sup> US\$ per MW of the Offered Capacity expressed in the Bid.
Bid Levelised Cost	means the Net Present Value of the cost of the Guaranteed Energy (in US dollars) of each bid, divided by the Net Present Value of the Guaranteed Energy (Quantity in megawatt-hours).
Bidder	means the Interested Party which, individually or jointly, issues and submits a Bid before the GPE within the framework of the Open Call for Tenders, whether by means of a Company that they own, or that they agree to constitute and record under the legislation of Jamaica before the Execution Date in case they are a Successful Bidder. If two (2) or more individuals or Companies comprise the Bidder, every individual shall hold joint and several liabilities before GPE regarding all the obligations and commitments undertaken within the framework of the Open Call for Tenders.
Biogas	means the Generation Technology which allows for the production of electric power by means of the usage of gas produced by decomposition of organic materials.
Biomass	means the Generation Technology which converts agriculture waste projects into electricity.
Capacity	means the quantity of nominal generation capacity which will be able to produce the Associated Energy expressed in MW offered by the Bidder under the RFP. The Capacity may be smaller or equal to the total installed capacity of the Project.
Clarifying Circular Letter/s	means any written notice sent by mode(s) indicated in the RFP to the GPE as a consequence of clarifications and/or answers to consultations made by the

<sup>4</sup> Note: to be defined in the definitive RFP document.

	Interested Parties on this RFP. Any Clarifying Circular Letter shall be deemed a part of the RFP.
Codes	means the instruments that regulate the different activities of the electricity sector and are issued and controlled by the OUR. The Codes are: Generation Code, Transmission Code, Distribution Code, Supply Code, and Dispatch Code.
Commercial Operation Date or COD	means the date on which the Project achieves commercial operations, in accordance with the PPA.
Company	means the legal entity executing the PPA as the Seller.
Construction Security Deposit	means the guarantee to be submitted by a Successful Bidder to JPS, to guarantee its obligations to proceed to financial closing, obtain the required permits and comply with the construction obligations under the PPA, on or prior to the Execution Date for an amount of US\$ [*]/MW <sup>5</sup> of the Contracted Capacity, in the conditions set forth in the PPA.
Contracted Capacity	means the Capacity contracted by the PPA.
Delivery Point	means the Interconnection Point
Energy Only Product	means a Bid which will be composed by the Capacity and its Associated Energy.
Electrical Network System (ENS)	means the Electrical System which includes agents operating in independent production, self-production, private supply itself or directly connected consumers in cases of independent production or self-production, and the private supply of isolated electrical systems.
Energy Production Report or EPR	means the energy production report made and certified by a Qualified Independent Consultant, that includes the production estimation (prospection of the resource) and Site simulation models in order to determine the mean annual values which are exploitable according to the setting and the technology to be used. Generation levels with fifty percent (50%), ninety percent (90%) and ninety nine percent (99%) of exceedance probability (P50, P90 and P99) shall be informed for Wind, Solar PV and Hydro, and gross and net energy production levels shall be informed for the rest of the technologies.

<sup>5</sup> Note: to be defined in the definitive RFP document.

Execution Date	means the date of execution of the PPA by the parties thereof.
Guaranteed Energy	means the generation level with ninety percent (90%) of exceedance probability (P90) of the Project, for Wind, Solar PV and Hydro, and the net energy production for the rest of the technologies, both certified in the Energy Production Report (EPR), that is agreed to be delivered per year and during the effectiveness of the Power Purchase Agreement.
GPE	means the Generation Procurement Entity.
Hybrid Project	means a Power Plant that combines two or more Generation Technologies.
Hydro	means hydroelectricity generation using water flows to turn a generator turbine.
Independent Power Producers or IPPs	means any private generator other than JPS selling power to the Single Buyer.
Individual Cost to the System	means the product of the Bid Levelised Cost (in US dollars per megawatt-hour) and the corresponding Net Present Value of the Guaranteed Energy (Quantity) (in megawatt-hour).
Interconnection Point or IP	means the node or line of the Electrical Network System (ENS) to which the Power Plant shall be directly interconnected. The RFP will include the list of existing IPs.
Interested Party	means any individual or legal entity that downloads the RFP from the GPE website.
Integrated Resource Plan or IRP	means 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.
Jamaica Public Service Company Limited or JPS	means a vertically integrated electric utility and the sole retailer of electric power in Jamaica operating under the Act and Electricity Licence, 2016. In Jamaica, JPS acts as the Single Buyer, licence granted by the Minister pursuant to Section 3 of the Electric Lighting Act, or such other legislation in replacement thereof, which authorises the power provider to generate and supply electricity.
Maximum Capacity at Interconnection Point	means the maximum quantity of MW that may be awarded in each IP within the framework of the Open Call for Tenders, according to the details included in the RFP.



Maximum Price for Award	means the maximum price that may be accepted for its consideration as the Bid Levelised Cost within the framework of the Open Call for Tenders. Maximum Price for Award will itself be a levelised cost containing a predetermined indexation by US CPI, which will be published along with the RFP.
Minimum Capacity for Partial Award	means the minimum amount of MW of nominal capacity that the Bidder may accept at the Associated Energy Offered Price with the corresponding indexation to US CPI as a result of the award. It is indicated in the Bid by the Bidder.
Minimum Guaranteed Energy	means the minimum generation level with ninety nine percent (99%) of exceedance probability (P99) of the Project, for Wind, Solar PV and Hydro, and the net energy production for the rest of the technologies, both certified in the Energy Production Report (EPR), that is agreed to be delivered per year and during the effectiveness of the Power Purchase Agreement.
MSETT	means the Ministry of Science, Energy, Telecommunications and Transport of Jamaica.
MW	means the capacity unit, Megawatt.
MWh	means the energy unit, Megawatt-hour.
Offered Capacity	means the amount of MW of the Power Plant to be delivered in the Delivery Point as it is set forth in the Bid. Specifically, in the case of Solar PV Technology, the Offered Capacity is the sum of the nominal capacity of the inverters from the Power Plant. The fact that the sum of the peak capacities of the solar panels equals or exceeds the peak capacity of the inverters is a supplementary condition. For the rest of the Technologies, the Offered Capacity is the sum of the nominal capacities of the electricity generation equipment that comprise the Power Plant.
Single Buyer	means JPS, acting in its capacity of Single Buyer within the framework of the PPA, observing and pursuant to the terms of the Act and the Electricity License, 2016.
Office of Utilities Regulation or OUR	means the entity that regulates the electricity sector in general, including the operations of the Single Buyer.
Power Purchase Agreement or PPA	means the Agreement to be entered into by JPS and a Successful Bidder which establishes the obligations and rights associated with the supply and purchase of electricity to the Electrical Network System, including access and technical conditions of delivery and metering of energy to the network operator to which the Power Plant is interconnected.

Power System Operator	means the licensee holding the despatch licence that is a department within JPS.
Product	means the Energy Only Product.
Project or Power Plant	means the renewable energy power plant that the Seller agrees to finance, build, operate, and maintain in order to comply with the supply of the Contracted Energy, whose location and features are described in the Bid, as well as all other assets related to such Plant, including the transmission line, facilities and measurement and control equipment required in order to connect the Power Plant to the Interconnection Point.
Qualified Independent Consultant	means any individual or legal entity which, by means of a sworn statement (which shall be duly signed by a legal representative or bearer of a power of attorney in the case of a legal entity), proves his/her/its minimum experience in the conduction of similar studies, whether such studies are carried out by himself/herself/itself or by a Parent legal entity, in the local and/or international market: (i) for a minimum of [*] MW <sup>6</sup> for Wind and/or Solar PV Technology Projects; or (ii) [*] MW <sup>7</sup> for Biomass and/or Biogas and/or Hydro Projects. Likewise, he/she/it shall prove his/her/its technical competence in similar resource survey and energy production studies by means of the submission of the commercial references of each project. Studies conducted and/or published in the sector, both at national and international level shall be mentioned. Any other backing tool proving the experience and technical capacity of the companies, its Parent Companies and/or the consultants involved shall be included.
Request for Proposals or RFP	means collectively, all the information, instructions, covenants, terms and conditions contained in the document to be issued by GPE, to regulate the terms and conditions of the Auction, including all sections, exhibits, appendices, annexes and associated documents.
Seller	means a Successful Bidder that signs the Power Purchase Agreement.
Single Buyer	means the licensee which is responsible for purchasing the electricity generated by Independent Power Producers and persons having a net billing arrangement.
Site	means the land and other places to be used for the construction, operation, and maintenance of the Power Plant according to the details of the Bid.

<sup>6</sup> Note: to be defined in the definitive RFP document.

<sup>7</sup> Note: to be defined in the definitive RFP document.

Solar PV	means photovoltaic electricity generation using solar radiation to produce electricity.
Successful Bidder	means a Bidder who has submitted a Proposal which has been awarded in accordance with the RFP.
Technical Proposal	means formed by all the requirements, documentation and records of the Project and the Bidder foreseen in the RFP.
Technical Requirements	means each of the technical requirements requested to the Projects and detailed in the RFP.
Technology/ies or 'Generation Technology/ies'	means any kind of technology used for the conversion of renewable energy resources into electricity. For the purpose of the Open Call for Tenders, Technologies to be tendered are the following: Wind, Solar PV, Biomass, Biogas, and Hydro.
Total Auction Demand	means the total capacity (in MW) to be contracted by GPE at the Auction, determined by the Integrated Resource Plan 2020, as detailed in the RFP.
Total Cost to the System	means the sum (in US dollars per MWh) of all the Individual Cost to the System of a certain combination of pre-awardable Bids under analysis.
US Dollar or US\$	means, at any time, the legal effective currency of the United States of America for such date.
Wind	means the Technology which allows for the generation of electric power from wind kinetic energy.