



PUBLIC UTILITIES REGULATORY COMMISSION

Request for Proposals



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REQUEST FOR PROPOSAL

Date: 15.08.2024

RFP 2024/001

Request for Proposal (RFP) no. 2024/001 Small Scale Independent Power Producers. For an aggregated 5MW capacity of Renewable Based Distributed Generation.

The Public Utilities Regulatory Commission (PURC) is seeking potential Small-Scale Independent Power Producers (SS-IPP) with the ability, technical skills and capacity, financial and other relevant resources to construct, install, and operate their own Solar PV facilities or any other form of renewable energy source with relevant guidance and oversight by the Commission and the Network Licensee, GRENLEC.

The PURC is administering this selective tender, guided by the Generation Expansion Planning and Competitive Procurement Regulation S.R.O. 21 2022, to seek proposals from investors interested in becoming SSIPPs to generate and sell renewable energy to the Network Licensee (Grenlec) through a standard Power Purchase Agreement (PPA). Interested parties can submit proposals for distributed Generation facilities with fixed capacity sizes from 30kW up to and including 200kW. This tender process would award distributed generation facilities up to a total accumulated capacity of 5 MW. The PURC and the Network Licensee will determine the viability of these systems, through a thorough evaluation of the proposed projects and **carrying out System Impact Studies (SIS) on projects selected by the Commission**, respectively. Both the PURC and the Network Licensee will also ensure that the generation facilities are in compliance with requirements established in Section 37 of the Electricity Act 2016 (as amended) and with all applicable regulations, including those prescribing minimum margin of reserve, safety requirements, quality of service standards, and electricity supply below a certain price.

1. The terms of reference (TOR) included in Annex One provide the details of the RFP and expected deliverables.
2. The interconnection requirements included in Annex Two provide detailed interconnection criteria for the projects.
3. The Licence application form included in Annex Three shall be completed and submitted with all the required information.
4. The Draft Power Purchase Agreement (PPA) included in Annex Four represents the agreement



to be signed between each investor and the Network Licensee.

5. The Draft Generation Licence agreement included in Annex Five represents the investor's authorization to construct, maintain and operate the project specified in both the Generation Licence and the PPA.

Proposals must be submitted to the PURC beginning at the date stated in this RFP and extend to no later than Thursday, 10th October 2024.

The objectives of this program are to increase Grenada's available renewable energy capacity through distributed generation and to facilitate an ongoing assessment of the impact of increased renewable energy penetration on the current system. In addition, there will be an evaluation report citing relevant knowledge to allow a proper and sustainable transition towards renewable energy dependence. The evaluation will broadly assess the relevance and effectiveness of the current process as well as the project implementation process. The estimated length of the RFP is spread over an 8-week period starting August 15th, 2024 until October 10th, 2024. Projects submitted and approved within that period should be completed within a 12-month period following the receipt of a Generation Licence. The Commission reserves the right to have a further extension of time or accumulated generation capacity for the purposes of this RFP.

A prospective proposer/firm requiring any clarification of this RFP and/or the related shall notify the PURC in writing to the Email address ipp.info@purc.gd promptly to allow sufficient time to complete and submit their proposal by the specified deadline. The subject line of the email MUST have the reference number and title of the RFP, i.e. **RFP 2024/001**. The PURC will respond in writing to any request for clarification of the RFP documents that it receives by the due date published in this document. Written copies of the PURC response which contain information that may be of common interest to all bidders (including an explanation of the query but without identifying the source of inquiry) will be posted on the PURC website and/or communicated via email to all applicants.

Publication date: 15 August **2024**

Deadline: 10 October **2024**

Procurement type: Selective Tender **Request for Proposal**

Reference No.: **RFP 2024/001**

Status: **Open**



ANNEX ONE

VERSION 1.0

15.08.2024

PURC

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TERMS OF REFERENCE

The Public Utilities Regulatory Commission (PURC) is exercising its powers under Section 19 (5) of the Electricity (Generation Expansion Planning and Competitive Procurement) Regulation SRO. 21. The objective is to increase Renewable Energy Generation in Grenada. To this end, the Commission has commenced the second iteration of its Small-Scale Independent Power Producer (SSIPP) Program for an accumulated capacity of 5MW. The SSIPP Program targets renewable energy projects with fixed capacity sizes ranging from 30kW to 200kW.

Eligible bidders who meet the financial evaluation criteria may be selected, provided their combined generation capacity does not exceed the total volume of the tender. The PURC now invites sealed bids from eligible bidders for the supply and installation of various measures required for the proposed generation project, as indicated below. Bidders may participate in this selective tender for the implementation of these measures subject to the criteria herein outlined under, 'Qualification Requirements and Evaluation Criteria'.

PROCUREMENT PROCESS AND TIMETABLE



The procurement process and timetable are as follows:

<i>No.</i>	<i>Activity</i>	<i>Date</i>
1	Publication of Request for Proposals	15/08/2024
2	Commencement of the period for public clarifications and queries	15/08/2024
3	End of the period for public clarifications and queries	29/08/2024
4	Commencement of the period for the PURC's response to clarifications and queries	29/08/2024
5	End of the period for the PURC's response to clarifications and queries	12/09/2024
6	Last day for the PURC to issue an amendment to the RFP	12/09/2024
7	Commencement of the Bid Submission Period	12/09/2024
8	End of Bid Submission Period	10/10/2024

LEGAL REQUIREMENTS

ELIGIBILITY CRITERIA FOR BIDDERS

Grenadians and legal entities constituted in Grenada shall be eligible to submit a Bid. Legal Entities submitting a bid shall possess a valid business licence and registration documents.



SCOPE

- The Independent Power Producer shall provide all labor, materials, tools, equipment, transportation; mounting, hoisting, fitting, installation, testing, insurance, etc. for all work herein specified and or required to complete the project in line with the standards outlined throughout this Annex and any applicable code and regulations.
- All proposed renewable energy generating facilities must be designed to withstand hurricanes of up to Category 5 intensity.
- All work shall be in accordance with IEC 60364-1, UL 1741, and IEEE 1547, the Caribbean Uniform Building Code (CUBiC), the Electricity Act of Grenada, and any applicable Energy Efficiency Policy (EEP), Environmental Assessment (EA), Environmental Management Framework (EMF) and Environmental Management Plan (EMP).
- Rooftop and ground-mounted solar PV systems shall comply with:
 - IEC 60364-1 - Low-voltage electrical installations
 - IEC 62446 - Grid-connected photovoltaic systems
 - IEC 62548 - Installation and safety requirements for photovoltaic generators IEC 61829 - Crystalline silicon photovoltaic array
 - IEC 61727 - Photovoltaic systems
 - IEC 62116:2014 - Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
 - IEC 62109-2 - Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for invertersWind Energy Systems shall be compliant with IEC 61400-1.
- The renewable energy facility and its equipment shall be insured throughout the project lifetime of twenty-five (25) years and/or the duration of the generation licence, as determined by the PURC. Any replacement of equipment required to ensure the facility performs as subscribed will be funded by the investor. The project representative shall submit the proposal plans, technical drawings, and all other relevant information specified in the Licence application form included in Annex 3 to the PURC technical office or as otherwise directed. This submission is necessary to facilitate review, and for maintaining an accurate record of all work provided under the project for its use.
- The IPP shall ensure that the project site is capable of accommodating the desired installed capacity with the system located in an area that minimizes shading from foliage, vent pipes, and adjacent structures or other factors which can impact energy production.



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- The Distributed Generation system of the IPP shall be designed in such a way as to ensure electrical losses due to wiring, fuses, switches, and inverters are minimized.
 - **The IPP shall be responsible for GRENLEC's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repairs, upgrades to the network to facility interconnection, and replacement of metering and data acquisition equipment. The IPP's metering (and data acquisition, as required) equipment shall conform to applicable industry standards.**
 - The IPP shall ensure the design of the facility meets the Network Licensee's interconnection requirements as stated in Annex 2. Due to Grenada's location and size, project sites are vulnerable to contamination, specifically corrosion from sea blasts. Grenada can be classed C3-C4 relevant to norms ISA 71.04-1985 and IEC 60721 and therefore all equipment shall be capable of withstanding conditions relevant to that categorization. Exposed structural metal components shall be stainless steel or aluminum, 6061 or 6063 hot dip galvanized steel per ASTM A123, or be coated at a bare minimum with Zinc rich epoxy primer 40µm, Zinc phosphate epoxy primer 80µm, High build epoxy MIO 100µm, Zinc phosphate epoxy sealer coat 50µm or High build glass flake epoxy 300µm and approved sealing methods used where necessary to avoid component degradation due to corrosion.
 - Equipment shall be installed according to the manufacturer's specifications, using Installation requirements and procedures from the manufacturer's specifications.
 - System components MUST be properly grounded to reduce the threat of shock hazards and induced surges. This includes adequate protective devices against surges at the PV module.
 - After installation and during the commissioning phase of the licensed facilities, the Network Licensee and Electrical Inspectorate shall test for proper PV system operation by following the procedures on the Networks Licensee's and the Electrical Inspectorate's PV System Installation Checklist. The energy delivered to the Network Licensee's network during this phase and prior to the official Commercial Operation Date (further referred to as the "COD") will be at a rate defined in the Power Purchase Agreement (further referred to as the PPA).



DELIVERABLES: INFORMATION IN THE PROPOSAL

The design, engineering, procurement, installation, and operation of a fully functional Distributed Generation Renewable Energy System to provide a stable supply of Electrical Energy to the Network Licensee.

Project Plan which shall list all the tasks which are required to develop, evaluate, procure, and implement the project.

QUALIFICATION REQUIREMENTS AND EVALUATION CRITERIA

The proposed generation systems must comply with local construction and electrical standards, as specified in this document. The following project requirements, including reports, designs, and plans, are necessary:

LIST OF REQUIREMENTS

Document	Format	Responsibility	#
Specification & Design of Generation Project (Single Line Diagram)	Electronic		01
Technical Specifications of Equipment (Solar Panels, Inverters, etc.)	Electronic		02
Site Layout Plan	Electronic		03
Business case	Printed or Electronic		04
Financial proposal	Electronic (pdf)		05



O&M Plan (Risk and issues Management included)	Electronic (pdf)		06
Planning & Development Authority Authorization	Original		07
Business or 2 Personal ID documents	Copy		08
**System Impact Study (SIS)			09

Bidders shall be solely responsible for securing all requisite approvals and permits such as environmental and developmental approvals from the relevant government and statutory organizations. Applicants must consult with the Planning and Development Authority (PDA) regarding compliance procedures before submitting a bid, to determine the likelihood that their project can be reviewed for environmental acceptability and construction standards. An Environmental Impact Assessment (EIA) may be requested at the PDA's discretion.

Bidders are responsible for all costs associated with the conduct and documentation preparation for the appropriate review.

****Conducted by Grenlec on given pre-award notice to the prospective developer from the Commission.**

MATERIALS RECOMMENDATIONS

- Components used in the construction process, including but not limited to exposed cables and/or conduits should be sunlight/UV resistant, and materials used that are designed to withstand the temperatures to which they are exposed.
- Urethane sealants should be used for all non-flashed penetrations and only high-quality fasteners should be used (stainless steel is preferred).
- Dissimilar metals (such as steel and aluminum) should be isolated from one another using



non-conductive shims, washers, or other methods.

- Aluminum should not be placed in direct contact with concrete materials.
- All required overcurrent protection should be included in the system and accessible for maintenance.
- Structural racking should be designed for Category 5 hurricane wind speed (at least 157mph) conditions following ASCE 7-16 guidelines.

EQUIPMENT RECOMMENDATIONS AND INSTALLATION METHODS

- All electrical equipment should be certified for the voltage and current ratings necessary for the application.
- For Solar PV Systems, only panels meeting Tier 1 standards will be permitted. Panels shall be PID Resistant, Salt Corrosion Resistant, sand and ammonia resistant, and resilient to a tropical climate.
- Equipment should be accompanied by quality certificates and PV modules by SGS, CE, IEC 61215, IEC 61730, IEC 61701 and/or UL 1703.
- PV modules should be listed and come with a minimum 10-year warranty, with a maximum panel degradation factor of 0.5% per year.
- Inverters should be IEC62109/UL 1741/ IEEE 1547 and/or IEC 62116 certified, grid following with a nominal output of 230V Single Phase, 400V Three phase, 50Hz, and warranted for a minimum of 5 years.
- Cable insulation shall be electron-beam, cross-linked polymers.
- All electrical terminations should be fully tightened, secured, and strain relieved as appropriate.
- All mounting equipment should be installed according to manufacturers' specifications.
- All cables, conduits, exposed conductors, and electrical boxes should be secured and



supported according to code requirements.

- The system shall be designed to avoid the overheating of components and allow for passive cooling. Innovative Active-cooling methods when possible and if desired are recommended but not compulsory once nominal standards are not contravened.
- For all ground-mounted systems, the perimeter of all solar farms shall be secured by security fencing of at least six (6) feet in height to restrict access by non-qualified personnel. The fence shall be maintained by the site operator.
- The fence shall contain appropriate warning signage containing “Warning, Hazardous Voltage”, the facility name, the Generation Licence reference number, the facility’s address, 24-hour emergency contact number, contact information for the Network Licensee (Grenlec), and the site operator shall also be posted.
- No ground-mounted solar PV equipment shall be installed so that any part of it is within 2.5 meters of the boundary of the curtilage.
- The height of any ground-mounted solar PV equipment shall not exceed 2.5 meters.
- The solar PV equipment shall not protrude more than 0.4 meters beyond the plane of the wall or the roof slope when measured from the perpendicular to the external surface of the wall or roof slope.



TEAM ROLES AND RESPONSIBILITIES

Project Team

The technical experience of principal personnel related to fulfilling the requirement should be detailed. Qualifications pertinent to the requirements should be included in the Curriculum Vitae (CV) where deemed applicable.

Where applicable, list the participants of the project: Project Owner(s), Legal Representative(s), the duly certified Lead Engineer, Electrician, Project Manager, and Installer.

Project Team			Project Role
Name 1			
Name 2			
Name 3			
Name 4			
Name 5			
Name 6			



RISKS AND ISSUES MANAGEMENT

POTENTIAL EXCEPTIONS AND PROBLEMS

- List all potential problems that might arise during the project, along with their causes, symptoms, consequences, possible solutions, and risk mitigation measures.

APPROPRIATE CORRECTIVE MEASURES

For each issue, identify the optimal way to resolve the issue and then identify the steps that your team needs to take in order to implement the resolution.

TRACKING RISKS AND ISSUES

In the following table, track the risks and issues that you identified.

Date recorded	Risk description	Probability	Impact	Mitigation plan
Date 1	Description	Probability	Impact	Plan
Date 2	Description	Probability	Impact	Plan
Date 3	Description	Probability	Impact	Plan

EVALUATION PROCESS

TECHNICAL EVALUATION CRITERIA

The technical criteria of the project will be evaluated based on the bidding entity's technical capacity to fulfill the proposed project. A Bidder must provide evidence of having within its organization the technical capability to manage the anticipated needs for implementation of the proposed Project, as well as the operation and maintenance of the various systems and the overall Project Facility. If the Bidder relies on the technical capabilities and qualifications of associated entities, then each associated entity must furnish the submission with a Curriculum Vitae (CV) of key personnel, provide a written declaration of consent, and proof of their capabilities and qualifications.



COMPREHENSIVE BID EVALUATION CRITERIA

Project proposals will be evaluated based on the following criteria:

- **Technical Capability** - This is the bidder's technical proficiency, including the quality of their solutions, equipment, engineering plans, and technical team, to ensure efficient and high-standard project completion.
- **Financial Capability** - Evaluate the bidder's ability to secure and manage the financial resources needed for the project, including access to capital, creditworthiness, and financial structure.
- **Cost Competitiveness** - This involves assessing the bid's cost-effectiveness by comparing the price to the project budget and the value provided, ensuring economic viability and good value for money.
 - *Levelized Cost of Electricity (LCOE)* – This is the method being considered to determine the base rate and it is calculated using the following formula:

$$\text{LCOE} = \frac{\text{Total Lifetime Costs}}{\text{Total Lifetime Electricity Generation}}$$

- All necessary and reasonable lifetime costs included in the LCOE should be clearly itemized in the financial proposals submitted for each project, covering but not limited to the justifiable expenses listed below:
 - Maintenance,
 - Security,
 - water,



- internet,
 - financing cost, etc.
-
- **Projected Risks and Mitigation Plans**- This involves identifying potential risks (technical, financial, regulatory, environmental) associated with the project and outlining strategies to mitigate them. Effective risk management ensures project stability and success.
 - **Local Content and Community Benefits** - This assesses the bidder's commitment to providing community benefits, promoting local economic growth and support.
 - **Proposed Rate** - The proposed price at which generated electricity will be sold. It is important that this rate is both reasonable and competitive.

The criterion discussed above will be scored according to the weights listed in the table below.

Criterion	Weight
Technical Capability	25%
Financial Capability	25%
Cost Competitiveness	20%
Projected Risks and Mitigation Plans	10%
Local Content and Community Benefits	10%
Proposed Rate	10%

MANAGEMENT PROCESS STEPS

- The project must achieve value for money, be fiscally responsible, and have potential for success.
- Equipment for the project must meet the required specifications and standards outlined in this document.



-
- Evaluate proposed projects against predefined criteria to ensure technical feasibility and compliance with regulatory standards.
 - **The final PPA rate for this SSIPP tranche will be set by the Commission following a thorough analysis.**

AMENDMENT OF BIDDING DOCUMENTS

The PURC may modify the RFP documents by amendment for any reason, whether at its initiative or in response to a clarification requested by a prospective participant. Any amendments will be issued no later than stated in PROCUREMENT PROCESS AND TIMETABLE. The PURC may issue addenda on its website which may delete, modify, or extend any provision of the RFP. All interested parties are responsible for visiting the PURC's website <https://purc.gd/> regularly for updates, clarifications, and addenda.

The PURC, at its discretion, may extend or curtail the deadline for the submission of documents from the Small Scale IPP program.



ANNEX TWO

INTERCONNECTION REQUIREMENTS

INTERCONNECTION CONDITIONS

This Section describes the minimum technical, design, and operational criteria which must be complied with by all current or prospective Generation Licensees under Section 14 of the Act.

REQUIREMENTS FOR GENERATOR LICENSEES

Generation Licensees with Renewable Energy Generating Units must be capable of controlling operations consistent with the requirements on voltage control, system-connected transformer configuration, voltage flicker, harmonic distortion, low and high voltage ride-through, and on reconnection of the Generating Facility to Grid after disturbances, as set in this section.

Automatic Voltage Regulation (AVR) & Fast Voltage Control:

The Generator must be capable of operating in a voltage control mode that maintains the voltage at the Interconnection Point at a set point provided by the Network Licensee to the Generator. The voltage setting requirement shall be within the normal operating range of the System (plus 5% and minus 5% of nominal voltage on Generator buses under normal conditions), and plus 8% and minus 10% of nominal values on 33 kV buses, with the deadband not exceeding 0.5%. The Generator must respond to a sudden voltage decrease/increase with the corresponding fast positive sequence fundamental frequency reactive current output controllers. To assure fulfilment of these requirements at the Interconnection Point, the Network Licensee shall assure that the appropriate system studies have been conducted, with expenses apportioned as set forth by the Network Licensee. The Network Licensee and Generator may include more detailed automatic voltage regulation (AVR) and fast voltage control protections in the Interconnection Agreement in order to address study results.

Generator System Connected Transformer Configuration.

The Generating Facilities may be required to provide a System-connected power transformer with on-load tap-changing facilities. The transformer configuration and tap changing steps shall be proposed by the Generator and pre-approved by the Network Licensee prior to interconnection, and related requirements may be included in the Interconnection Agreement and/or the PPA.



Voltage Flicker

The Generation Facilities are not allowed to introduce significant Voltage Flicker on the Transmission System as measured at the Interconnection Point. The Generating Facility must not create objectionable Voltage Flicker for others on the Network Licensee's Grid. The voltage dip at the Interconnection Point should not cause the voltage to exceed the allowed range defined in, *Table 1* and should remain within 10% of nominal voltage when the entire Generating Facility trips. The Generator shall take steps to make sure that Voltage Flicker requirements are met, and may need to add additional equipment to assure compliance, including, but not limited to, loss of synchronism protection and stagger generator energization. To assure fulfillment of these requirements at the Interconnection Point, the Network Licensee shall assure that the appropriate system studies have been conducted, with expenses apportioned as set forth by the Network Licensee prior to interconnection. The Network Licensee and Generator may include more detailed Voltage Flicker limits in the Interconnection Agreement and/or the PPA in order to address the results of the studies.

Generator Harmonic Distortion.

The electrical output of these Generating Facilities shall not contain Harmonics which may cause disturbances (unacceptable voltage distortion) on or damage to the Grid, or to other Customer's systems, such as, but not limited to, computer, telephone, communication, and other sensitive electronic or control systems. The Generating Facility shall follow the requirements of internationally accepted standards such as the ANSI and the IEEE. To assure fulfillment of these requirements at the Interconnection Point, the Network Licensee shall assure that the appropriate system studies have been conducted, with expenses apportioned as set forth by the Network Licensee prior to interconnection. The Network Licensee and Generator may include more detailed harmonic distortion control requirements in the Interconnection Agreement and/or the PPA in order to address the results of the studies.

Low Voltage/High Voltage and Low Frequency/High Frequency Ride-Through

The Generating Facilities must remain interconnected to the Grid during temporary abnormal Grid conditions to assist in maintaining an acceptable level of Grid reliability and stability consistent with the requirements of Generation Facility Response to Abnormal Voltages and Generating Facility Response to Abnormal Frequencies. The Generator's Generating Facility will be required to disconnect from the Grid if the voltage or frequency are outside the established ranges, or if the duration raises concerns for the safety of persons or any connected equipment, including the



Generating Facility itself. To assure fulfilment of these requirements at the Interconnection Point, the Network Licensee shall assure that the appropriate system studies have been conducted, with expenses apportioned as set forth by the Network Licensee prior to interconnection. The Network Licensee and Generator may include more detailed low and high voltage and frequency ride-through control requirements in the Interconnection Agreement and/or PPA in order to address the results of the studies.

The required Generating Facility response to Grid voltage and frequency excursions are specified in the two tables Generation Facility Response to Abnormal Voltages and Generating Facility Response to Abnormal Frequencies, “VOLTAGE AND FREQUENCY RIDE-THROUGH REQUIREMENTS”. After any System disturbance, Generation Licensees and Self-Generator Permit Holders may not reconnect to the Grid until the Grid’s voltage range is within the normal operation voltage range set in Table 1, “VOLTAGE AND FREQUENCY RIDE-THROUGH REQUIREMENTS”.

After a System disturbance, a Generating Facility shall delay reconnection to the Grid until after the steady state voltage and frequency of the Grid are restored to normal operation values set in Table 2, “VOLTAGE AND FREQUENCY RIDE-THROUGH REQUIREMENTS”, assuring at least a fixed delay of five (5) minutes, or an adjustable delay of three (3) to five (5) minutes prior to reconnection.

These reconnection requirements are subject to revision periodically by the Network Licensee, after consultation with the Grid Code Review Committee, and publication to all these Generators, allowing adequate time for operational adjustments.

VOLTAGE AND FREQUENCY RIDE-THROUGH REQUIREMENTS

The required Generating Facility response to Grid voltage and frequency excursions are specified in the two tables below:

Voltage Range (% of base voltage)	Required Response	Clearing Time (s)	Reconnection Delay (s)
V ≥ 120%	Disconnection	0.2	180-300
120% > V ≥ 104%	Ride Through	1	180-300
104% > V ≥ 92% (Normal Voltage)	Normal Operation	N/A	N/A
92% > V ≥ 50%	Ride Through	10-20	180-300
V < 50%	Disconnection	0.2	180-300

Table 1: Generation Facility Response to Abnormal Voltages



Frequency Range (Hz)	Required Response	Clearing Time (s)	Reconnection Delay (s)
$F \geq 53$	Disconnection	0.2	180-300
$53 > F \geq 51.5$	Ride Through	20	180-300
$51.5 > F \geq 48.5$ (Normal Frequency)	Normal Operation	N/A	N/A
$48.5 > F \geq 47$	Ride Through	20	180-300
$F < 47$	Disconnection	0.2	180-300

Table 2: Generating Facility Response to Abnormal Frequencies

RESPONSIBILITY FOR INVERTER EQUIPMENT AND SETTINGS

All Generators are responsible for the inverter equipment installed in its Generating Facility is capable of assuring that the Generating Facility remains in compliance with the technical requirements of this criteria and the applicable Interconnection Agreement. The Generator must assure that the manufacturer specifications, the installation methods, and the inverter tolerance settings for the inverter equipment will enable proper inverter operation to meet the standards and requirements established in this criterion. The Generator shall obtain a certification from the inverter installer describing the inverter settings and configuration and shall share the certification with the Network Licensee upon request.

GRID PERFORMANCE AND TECHNICAL STANDARDS GRID FREQUENCY

The normal operation frequency of the Grid shall be 50.0 Hertz (Hz) (cycles per second), varying within a range of 49.75 to 50.25 Hz. For limited periods, in response to abnormal and transient Grid conditions (such as disconnection of large Generating Units or Load), the frequency may deviate outside of this range.

Generating Units shall be designed for sustained operation within the frequency limits specified and for time required during both normal operations and abnormal frequency excursion limits as set forth in Table 1 and Table 2, "VOLTAGE AND FREQUENCY RIDE-THROUGH REQUIREMENTS".

GRID SYSTEM VOLTAGES

The Nominal Operating Voltages on the Grid shall be:

- (a) 33 kV or higher (plus 8% or minus 10%) on the Transmission System; and
- (b) 11 kV ($\pm 5\%$) on the Distribution System



(c) Currently 400/230V on the Supply System with voltage tolerance as specified in Schedule II of the Act.

For limited periods, in response to abnormal and transient Grid conditions (such as disconnection of large Generating Units, Load or System faults), the voltage may deviate outside of this range.

For the avoidance of doubt, Generating Units shall be designed for sustained operation within the voltage limits as specified and for restricted time-based operation within the emergency voltage limits as specified in Table 1 and Table 2, "VOLTAGE AND FREQUENCY RIDE-THROUGH REQUIREMENTS".



OTHER NETWORK LICENSEE RIGHTS

INSPECTION OF GENERATING FACILITIES BY NETWORK LICENSEE

The Network Licensee can inspect any relevant aspect of a Generation Licensee or Self-Generator Permit Holder's Generating Facility, or the Generating Units located therein, insofar as that Facility is pertinent to the provision of capacity and/or energy to the Grid, or to the safe and secure operation of the Grid. The purpose of the inspection shall be to verify the correct operation of all equipment including controls, circuit breakers, relays (and relay settings), metering and tele-metering. The inspection shall be conducted in collaboration with the Electrical Inspectorate and coordination and participation of the Commission. Prior to inspection of the Generator's Facility and Metering System under normal operating conditions, the Network Licensee must give five (5) business' notice and provide adequate reason(s) for the inspection. Nothing in this section shall contravene the Network Licensee's right to enter the Generating Facility to inspect, maintain, or remove Network Licensee Facilities, as provided under the Act or implementing regulations, or under the Interconnection Agreement or PPA with the Generator.

The Government Chief Electrical Inspector may authorize any qualified person under Sections 44 and 47 of the Act, including, but not limited to personnel of the Government Electrical Inspection Unit, to enter and inspect the Generating Facility and all related Generating Units and equipment for compliance with these standards, applicable Codes & Regulations, Code and controlling law, upon twenty four (24) hours advance written notice to the Generator (holder of a Licence or a Permit), and may direct any such Generator not to supply electricity if such Licensee is found in breach of this Code or the Electricity Supply Act.

Any Generator or Licensee who believes that any facility of the Network Licensee or of a Generating Facility are unsafe or fail to comply with the Act, these standards, or other applicable regulations, may request that the Government Electrical Inspection Unit inspect or test such Facilities. The Government Chief Electrical Inspector shall ensure that the inspection and testing is completed within three (3) days of such request, as required by Section 44(5) of the Act, and in compliance with these standards.

The Generator shall keep records to provide verification of tests in accordance with agreements between the Network Licensee and the Generator.



DISCONNECTION OF THE GENERATOR BY THE NETWORK LICENSEE

DISCONNECTION WITHOUT NOTICE

The Network Licensee has the right, at its sole discretion to disconnect any Generating Facility of a Generation Licensee from the Grid thereby isolating equipment, without prior notice under the following circumstances:

- (a) In cases of System Emergency or exceptional circumstances that affect the stability and security of the Grid;
- (b) During System restoration following partial or complete loss of power;
- (c) If at any time the Generating Facility is being operated outside acceptable operating parameters in a manner which violates the interconnection conditions set out in the Grid, or which is likely to cause any of the following:
 - (i.) A safety risk to personnel;
 - (ii.) A risk to the stability or security of the Grid or other Generating Units;
 - (iii.) Any behaviour causing sustained operation outside the normal Grid operating frequency and voltages as stated under "Performance Standards";
 - (iv.) Any other material breach of these "Interconnection Requirements", or Interconnection Agreement and/or PPA which prevents the Network Licensee from meeting its licence obligations; and
 - (v.) Any other breach of the corresponding Interconnection Agreement and/or PPA provision which stipulates that this action may be taken.

In instances where disconnections occur for any of the above reasons, the Network Licensee shall immediately inform the Commission and submit a full report to the Commission within forty- eight (48) hours.



NETWORK LICENSEE DISCONNECTION AUTHORITY

Notwithstanding the foregoing, in the event of any material breach of these “**Interconnection Requirements**” which prevents the Network Licensee from meeting its Licence obligations, the Network Licensee may disconnect the Generator after using best efforts to give notice to the Generator.

PERFORMANCE STANDARDS

Each Generating Unit within the Generating Facility of a Generation Licensee shall be required, as a minimum, to meet the following performance standards:

- (i.) Sustained operation at any Load within the loading limits within the System frequency range 49.75Hz to 50.25 Hz during normal operations;
- (ii.) Emergency operation at any Load within the loading limits within the System frequency range 48.49 Hz to 51.5 Hz during exceptional frequency excursion circumstances;
- (iii.) Maintain normal rated output at the Grid voltages specified in Table 1, “VOLTAGE AND FREQUENCY RIDE-THROUGH REQUIREMENTS” and the Interconnection Agreement;
- (iv.) Sustained operation at the rated Power Factor range set out in the Interconnection Agreement; and
- (v.) Compliance with future Generation Code provisions applicable to the Generating Unit.



DEFINITIONS

Act	The Electricity Act, 2016 (as amended from time to time)
Automatic Voltage Regulator	The continuously acting automatic equipment controlling the terminal Voltage of a Generating Facility by comparing the actual terminal Voltage with a voltage reference value.
Business Day	Any day on which the business offices are open and the local mail is delivered
Circuit Breaker	A device designed to open, under abnormal conditions, a current- carrying circuit without injury to itself
Commission	The Public Utilities Regulatory Commission established under section 4 of the Public Utilities Regulatory Commission Act No. 20 of 2016 (as amended from time to
Customer	Any person public body requesting to supply (Permit holders and Generation Licensees) and/or be supplied with electricity from the Network Licensee.
Current Transformer or "CT"	A type of transformer used to measure Alternating Current (AC). The device has primary windings connected in series with the current to be measured and a secondary winding which provides a current proportional to the primary current at a range suitable for measurement or control
Day	The 24-hour period beginning and ending at 00:00.



Distribution System	That portion of an electric system which transfers electric energy from the bulk electric system to the Customers at or below 11kV. The distribution system also transfers electricity injected by Permit holders and Generation Licensees.
Electrical Inspectorate Unit	The unit of government responsible for: (i) the inspection and testing of all new installations, additions, extensions, and alterations before electricity is supplied to the structure to ensure compliance with the applicable national building and electrical code; (2) periodic inspection of electrical installations; and (iii) advice on electrical installation practices.
Generating Facility	Any facility, whether privately or Licensee-owned, containing one or more Generating Units, energy storage devices, and associate infrastructure producing and delivering electrical energy to the Transmission or Distribution System.
Generation License	A license for the generation or storage of electricity or the sale of such electricity to a Network Licensee, granted to an independent power producer or other persons that qualify as a generation licensee pursuant to Section 14 of the Act.
Generation Licensee	Any legal person to whom a Generation License is granted



Generating Unit	Any electric power generating equipment or Apparatus, whether privately or Licensee owned, delivering electrical energy to storage devices, the Transmission or Distribution System.
Generator	Owner and/or operator of an electricity Generating Facility that produces electricity from renewable or non-renewable energy sources as defined under Section 2 of the Act.
Grenada Electricity Services Limited	Grenada Electricity Services Limited (also referred to as GRENLEC) is the current Network Licensee and is also a Generation Licensee.
Grid	Term used interchangeably with System
Government Chief Electrical Inspector	The government employee in charge of the Government Electrical Inspection Unit, as defined in Section 2 of the Act and authorized to act as an electricity inspector pursuant to Section 44 of the Act



Government Electrical Inspection Unit	The government unit headed by the Government Chief Electrical Inspector and authorized to act as an electricity inspector pursuant to Section 44 of the Act
Harmonics	Waveforms that distort the fundamental 50 Hz wave.
High Voltage	An operating voltage level 11kV and above.
Interconnection Agreement	An agreement between the Network Licensee and a Customer providing for the interconnection of the Customer's premises, or between the Network Licensee and a Generator providing for the interconnection of the Generating Facilities.
Interconnection Point	The physical point(s) where the Generator and the Grid are connected as detailed in Generation Code "Point of Interconnection", or the Point of Supply Delivery for a Customer as detailed in the Supply Code "Location of Point of Supply Delivery".



License	A license granted by the Minister under Section 14 of the Act
Licensee	Any person authorized by a Licence to either generate, or transmit, distribute and supply electricity.
Low voltage	An operating voltage level of than 400 volts or less.
Medium Voltage	An operating voltage level greater than 400 Volts and less than 11kV
Network Licensee	The holder of the License to transmit, distribute, and supply electricity to Customers under section 14(1)(b) of the Act.



Network Facilities	Licensee	All equipment of any kind owned or used by the Network Licensee in connection with, or forming a part of, an installation for rendering services under the Grid Code, ordinarily located on the Network Licensee's side of the Point of Supply Delivery, whether such installation is owned by Network Licensee or used by Network Licensee by lease or otherwise, including, but not limited to any meters or associated equipment owned by the Network Licensee.
Power		Electric power, defined as the rate at which electrical energy is transferred by an electric circuit. Power is commonly given as active power measured in watts (W) or apparent power measured in volt ampere (VA) or multiples thereof (kW, MW respectively kVA, MVA);
Load		Electricity demand, measured in watts or multiples thereof.
Power Factor		Power factor means the ratio of active or real power to apparent power, often expressed as a percentage (e.g., unity power factor is 100% power factor).
Power Agreement or "PPA"	Purchase	An agreement between an Independent Power Producer or a Generation Licensee, and a Network Licensee for the sale of electricity by the Independent Power Producer or the Generation Licensee to the Network Licensee.



Renewable Energy	Non-fossil sources of energy capable of use for the generation of electricity such as wind, solar, hydropower, biomass, geothermal, wave and tidal sources.
Substation	A facility where the 33 kV transmission voltage is converted to 11 kV.
Supply	The sale and resale of electricity.
System	The Network Licensee Facilities, through which the electrical energy output from Generating Units is distributed to Customers, including electric plant, electric lines and all other equipment, works or apparatus utilized by a licensee to supply electricity. The terms "Grid" and "System" have identical meanings and are used interchangeably.
System Emergency	A condition or situation that (i) is likely to materially and adversely affects the ability of the Network Licensee to maintain safe, adequate and continuous electrical service to Customers, or (ii) endangers the security of persons, Plant or equipment.



System User	Any Generator or Customer using the Transmission and/or the Distribution System.
Transmission System	The portion of an electric system which transport electric energy from the Generating Facilities to the Distribution Substations and operates at 33kV or higher voltages.
Three-Phase	Pertaining to a combination of three circuits energized by alternating electromotive forces that differ in phase by 120 degrees.
V – volt	The unit of electric force or pressure; the electromotive force, which will produce a current of one ampere when applied to a conductor whose resistance is one ohm. Voltage means the electric force or pressure necessary to drive electricity through a circuit. VA – volt-ampere means the unit of apparent electric power equal to the product of volts and amperes.
Voltage Flicker	The rapid change in voltage that distorts or interferes with the normal sinusoidal voltage waveform of the Transmission System.



ANNEX THREE

SMALL-SCALE INDEPENDENT POWER PRODUCER (SSIPP) GENERATION LICENCE APPLICATION FORM



SSIPP GENERATION LICENCE APPLICATION FORM

Guide – Instructions to the Applicant

Part One: General Information

Part Two: Information about the Generation Facility Part

Three: Installer Information

Part Four: Applicant Checklist Part Five:

Pledge by the Applicant



INSTRUCTIONS TO THE APPLICANT

Any applicant for a generation licence under the Small-Scale Independent Power Producer (SS-IPP) Program shall complete and submit this Generation Licence Application Form (this Form). This Form may be used to apply for a new licence or for the modification or extension of an existing licence.

This application Form is valid to apply for a generation licence. A Generation licence allows its holder to generate electricity from renewable energy sources;

Applicants are required to read and fully understand the content of the Regulations on the Rules and Procedures for Applying for Licences.

If the space provided in the Form is not sufficient to include all the information requested, the applicant is entitled to edit this Form to expand the required section(s).

It is forbidden to modify or eliminate any section or paragraph of this Form. Any application breaching this obligation shall be considered incomplete or invalid.

If you have any doubt regarding filling out this Form, the information to be attached to this Form and/or require further clarification, you may contact the Public Utilities Regulatory Commission at the following email address: ipp.info@purc.gd.

Please note that the information on this Form is subject to review and change by the PURC.



HOW TO SUBMIT THIS FORM?

This Form shall be fully completed, in writing, and signed by the applicant or an authorized representative.

The application for a permit must contain all the requirements and information detailed in this Form.

This application shall be submitted to the Public Utilities Regulatory Commission by any of the following means:

- 1) personally, to the address of the Public Utilities Regulatory Commission indicated below; or
- 2) by post to the address below indicated; or
- 3) by electronic means to the email address given below.

Public Utilities Regulatory Commission:

- *Address: Queen's Park, St George's, Grenada*
- *Mail: P O Box 2443, Queen's Park, St George's, Grenada*
- *Email: ipp.info@purc.gd*

PAYMENT OF THE APPLICATION FEE

The Applicant must pay an Application Fee of EC\$ 500 which must be submitted with this Form.

Payment of the Application Fee may be made by any of the following ways (*or "shall be made by" if only one options is possible*):

- (a) Bank draft; or
- (b) Personal or Company Cheque

Afterwards, the Public Utilities Regulatory Commission will contact you to confirm whether the application is complete or incomplete.

The Public Utilities Regulatory Commission shall not assess any application until it is complete, including all the information and other documents required by this Form.



PART ONE GENERAL INFORMATION

Part I: Applicant (refers to the individual seeking a Licence)					
Title	Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Ms. <input type="checkbox"/>	Other	
First Name				Middle Initial (s)	
Surname					
ID #					
Address					
Parish					
Tel. No (H)			Tel. (W)		Mobile
Fax No:			Email		

Part II: Company/Business Information (Refers to companies/businesses/organisations seeking a licence) For correspondence purposes, please provide details for a contact person within the company/business/organisation seeking the licence, or details for an authorised representative.					
Contact Person					
Title	Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Ms. <input type="checkbox"/>	Other	
First Name				Middle Initial (s)	
Surname					
ID #					
Job Title					
Tel. No (H)			Tel. (W)		Mobile
Fax No:			Email		



Applicant	
Corporate/Business Name	
Place of Incorporation/Registration	
Incorporation/Registration Number	
Year of Incorporation/Registration	
Legal status of the Company <i>(please state whether the applicant is a private limited company, a public limited company, overseas company, other body corporate, partnership, association or other entity)</i>	
Directors/Partners	
Name	
Address	
DOB	
Position (Partner/Director)	
Name	
Address	
DOB	
Position (Partner/Director)	
Name	
Address	
DOB	
Position (Partner/Director)	



ADDITIONAL DOCUMENTS

The original or certified copies of the following documents shall be enclosed with the application form:

- a) certified copy of certificate incorporation;
- b) company's By-Laws; and

original of legal power that certifies that the signatory of this Form represents the applicant.



PART TWO: INFORMATION ABOUT GENERATION FACILITY

2.0. Name of Generation Facility			
2.1. Address (For Installation)			
2.2. GPS Coordinates of connection point (e.g. Latitude 12.116500, Longitude -61.670001)			
Latitude		Longitude	
2.3.1. Energy Source & Generator Technology Type (e.g. Solar/Wind/Biomass)			
2.3.2. If solar, state mounting configuration (roof-top or ground mounted)			
2.4. Generator Information			
2.4.1. Gross Generating Capacity (kW)			
2.4.2. Generator Manufacturer			
2.4.3. Generator Model Number			
2.5. Inverter Information			
2.5.1. Inverter Capacity			
2.5.2. Number of Inverters			
2.5.3. Inverter Manufacturer(s)			
2.5.4. Inverter Model Number(s)			
2.6. Expected Annual Energy Production (MWh)			



2.10. ADDITIONAL DOCUMENTS

Copies of the following documents must be enclosed with this Form:

- (a) an electrical single-line diagram or sketch showing how the inverter will be interconnected; the self-generator Facility single-line diagram to include showing applicable relay and meter connections. (Three-line drawing for three phase units and two-line drawing for single phase showing AC connections to the relays and meters).
- (b) the manufacturer's specification sheet for the inverter, PV panels or other RE Generation equipment that includes details of the make and model and the quality assurance certificates; Quality certificates must be CE, UL or equivalent.



PART THREE: INSTALLER INFORMATION (IF THE APPLICANT AND/OR REPRESENTATIVE ARE NOT THE SAME)

3.1. Installer	
3.1.0. Installer Name	
3.1.1. Mailing Address (in Grenada)	
3.1.2. Tel. No.	
3.1.3. Fax No.	
3.1.4. Email address	
3.2. Company Details (Complete if the Installer is a legal person)	
3.2.1. Place of Incorporation/Registration	
3.2.2. Registered name of company	
3.2.3. Year of Incorporation/Registration	
3.2.4. Incorporation/Registration No.	



PART FOUR: APPLICANT CHECKLIST

Criteria	Completed (check each box to indicate completed items)
1. An electrical single-line diagram or sketch showing the configuration of the Generation Facility.	
2. The Generation Facility's single-line diagram to include showing applicable relay and meter connections. (Three-line drawing for three-phase units and two-line drawing for single phase showing AC connections to the relays and meters).	
3. The manufacturer's specification sheet for the inverter.	
4. Quality certificates of the inverters that follow CE, UL, IEEE or equivalent.	
5. The manufacturer's specification sheet for the PV panels or other RE Generation equipment.	
6. Quality certificates of the PV panels or other RE Generation equipment that follows CE, UL, IEEE, or equivalent.	
7. Site Layout Plan – showing orientation and location of solar arrays, inverters, combiner box(es), and interconnection point.	
8. Site documentation that indicates the precise physical location of the proposed Generating Facility.	
9. A certified copy of certificate of incorporation if the applicant is a legal person.	
10. The original power of attorney that certifies that the signatory of this Form represents the applicant if the signatory of this Form is a representative.	
11. A copy of any site documentation that details the operation of the protection and control scheme	
12. Evidence to validate ownership or authorized lease/rental of the project site for the duration of licence (25 years).	

This checklist serves as a means of ensuring that the form is complete. This checklist outlines the necessary information required for the processing of forms. Please note if the requirements are not met the application may be rejected.



PART FIVE: PLEDGE BY THE APPLICANT

Pledge by (Please add applicant name)

I, the undersigned (*Applicant/ Representative Name*) declare that:

1. I have due authority to make this application.
2. I have read and understood this Form.
3. I have knowledge and understanding of the Electricity Supply Act, the Public Utilities Regulatory Commission Act, other applicable acts, regulations, and legislation of Grenada; and shall comply with all those acts, regulations, and legislation of Grenada.
4. I understand that knowingly or recklessly making a false, incomplete, or misleading statement in support of this application may lead to the grant of the permit being refused or revoked.
5. I certify that, to the best of my knowledge, all the above-provided information is accurate, complete, and not misleading:

Name of Applicant (in capitals)	
Signature of Applicant	
Capacity of signatory	
Date	

For Official Use Only	
Application Identification Number	
Authorized PURC Signature	
Date	

ANNEX FOUR

DRAFT POWER PURCHASE AGREEMENT

Small Scale Independent Power Producer Program

Agreement between Grenada Electricity Services, Ltd. acting as
Network Licensee

And

Independent Power Producer [IPP abc]

POWER PURCHASE AGREEMENT

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POWER PURCHASE AGREEMENT

COVER SHEET

This Power Purchase Agreement, together with the annexes and written supplements hereto, shall be referred to as the “Agreement” and is made in the state of Grenada as of the ____ day of ____ 2024 (“Effective date”).

Between:

1. Grenada Electricity Services Ltd. (hereinafter called “Grenlec” or the “Buyer”), the Network Licensee in Grenada, having its registered office at [.....location.....] and
2. [IPP abc] (hereinafter called the “IPP” or the “Seller”), a legal person at [.....location.....]

Buyer and Seller may be referred to individually as a “Party” and collectively as “Parties”. Whereas:

- A. The Seller asserts he/she/it has the ability, technical skills and capacity, financial and other relevant resources to design, procure, construct, commission, operate and maintain a small-scale solar PV Facility (the “Facility”) with:
 - i. a Production Capacity of.....kW
 - ii. Location (the Project)
 - iii. Pole #. (delivery point)
- B. The Seller has been issued a generation license (as hereinafter defined) by the Minister responsible for the electricity sector.
- C. The Seller agrees to make available and sell the Energy Output from its Facility pursuant to the terms of this Agreement; and
- D. The Buyer agrees to purchase all the Electrical Energy generated by the Facility pursuant to the terms of this Agreement;
- E. The Public Utilities Regulatory Commission (hereinafter called “PURC”) has approved this Agreement for the sale of energy from the Facility mentioned in part A. i. – iii.

NOW, IT IS HEREBY AGREED as follows:

GENERAL TERMS AND CONDITIONS

ARTICLE ONE: GENERAL DEFINITIONS

1.1 “Agreement” has the meaning set forth in the Cover Sheet.

1.2 “Bankrupt” means with respect to any party, such party: (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

1.3 “Business Day” means any day except a Saturday, Sunday, or a Grenadian National holiday. A Business Day shall open at 8:00 a.m. and close at 4:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent or by whom the notice or payment or delivery is to be received.

1.4 “Buyer” means the Party to a Transaction that is obligated to purchase and receive, or cause to be received, the Product, as specified in the Transaction.

1.5 “Claims” means all third-party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

1.6 “Commercial Operations Date” (COD) means the date when Seller certifies that all required testing of the solar PV Facility and its connection to the Delivery Point have been satisfactorily completed and the Buyer and relevant Grenadian authorities including the Electrical Inspectorate have accepted the results of such tests.

1.7 “Contract Price” means the price in \$/EC to be paid by Buyer to Seller for each kWh of metered energy (the Product) purchased.

1.8 “Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.

- 1.9 “Defaulting Party” has the meaning set forth in Section 5.1.
- 1.10 “Delivery Point” means the physical point where metering instrumentation is located which will record the Product that will be delivered and received.
- 1.11 “Early Termination Date” has the meaning set forth in Section 5.2.
- 1.12 “Effective Date” has the meaning set forth on the Cover Sheet.
- 1.13 “Event of Default” has the meaning set forth in Section 5.1.
- 1.14 “Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under one or more Transactions, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller’s supply; or (iv) Seller’s ability to sell the Product at a price greater than the Contract Price. The applicability of Force Majeure to the Transaction is further defined in Clause 3.7.
- 1.15 “Guarantor” means a legal entity or individual who agrees to fulfill the financial obligations of this Agreement in the event that the primary party fails to do so.
- 1.16 “Interest Rate” means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published by the Eastern Caribbean Central Bank *Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.
- 1.17 “Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of a Transaction, determined in a commercially reasonable manner.
- 1.18 “Non-Defaulting Party” has the meaning set forth in Section 5.2.
- 1.19 “Party” means either of the Parties to this Agreement.
- 1.20 “Potential Event of Default” means an event which, with notice or passage of time or both, would constitute an Event of Default and is not cured within a certain time or under certain conditions as stipulated in this Agreement.
- 1.21 “Product” means electric energy produced and delivered by the Seller in its solar Photovoltaic (PV) Facility pursuant to this Agreement.
- 1.22 “Prudent Utility Practice(s)” means those practices, methods, techniques and standards

as changed from time to time, that are generally accepted internationally for electric generation from renewable energy (taking into account operating conditions in Grenada), and commonly used in prudent electric engineering and operation to design, engineer, construct, test, operate, maintain and insure equipment lawfully, safely and economically as applicable to photovoltaic power installations of size, service, and type of the solar PV Facility.

1.23 “Production Capacity” refers to the maximum electrical output that the Solar PV Facility is designed for and capable of generating under normal operating conditions. This capacity is measured in kilowatts (kW), as specified in the Facility's technical specifications. The production capacity represents the maximum potential for electricity generation at the Facility and serves as a benchmark for evaluating performance within this Agreement.

1.24 “PURC” means the Public Utilities Regulatory Commission established under section 4 of the Public Utilities Regulatory Commission Act, 2016 (as amended).

1.25 “Quantity” means the amount of kWh delivered to the Buyer from the Seller at the Delivery Point.

1.26 “Replacement Price” means the price per kilowatt-hour at which Buyer, acting in a commercially reasonable manner, obtains a replacement for any Product specified in a Transaction but not delivered by Seller. If, due to the nature of the electricity sector in Grenada, Buyer must obtain this replacement for the Product by means of additional generation in its diesel power plants, the cost of such generation will depend on the price Buyer has paid for the fuel that is used to generate this replacement energy. In no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. The Replacement Price will be calculated, as needed for this Agreement, based on the then current fuel charge most recently submitted by Buyer to PURC and using the following formula:

Replacement Price (\$) = fuel charge (\$/kWh) during the failure period X energy not supplied (kwh)-
((Contract price (\$/kWh) X energy not supplied (kWh))

- Fuel charge is the current fuel charge most recently submitted by Grenlec to the PURC.
- Energy not supplied will be quantified based on average daily production during the thirty (30) days before the subject outage or outages.
- The contract price has the meaning outlined in 1.7 above.

1.27 “RFP” means the Request for Proposals published by the PURC in May 2021, as outlined in Annex A."

1.28 “Required Insurances” has the meaning given to it in Section 8.1.

1.29 “Schedule” or “Scheduling” means the actions of Seller or Buyer of notifying, requesting and confirming to each other the quantity and type of Product to be delivered on any given day or days during the Delivery Period at a specified Delivery Point.

1.30 “Seller” means the Party to a Transaction that is obligated to sell and deliver, or cause to be delivered, the Product, as specified in the Transaction.

1.31 “Settlement Amount” means, with respect to a Transaction and the Non- Defaulting Party, the Losses or Gains, and Costs, expressed in EC Dollars, which such party incurs as a result of the liquidation of a Terminated Transaction pursuant to Section 5.2.

1.32 “Term” means the duration of this Agreement

1.33 “Transaction” has the meaning given to it in Section 2.1.

ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS

2.1 Transaction. The Seller shall produce electrical energy by means of the solar PV Facility described in this Agreement and Grenlec will take delivery and pay for this electrical energy under the conditions described in this Agreement.

2.2 Governing Terms. Unless otherwise specifically agreed, the Transaction between the Parties shall be governed by this Agreement and in accordance with the Electricity Supply Act of 2016 (as amended) and other relevant derived secondary policy in so far as the same may be applicable and capable of having effect at the time of execution of this Agreement.

ARTICLE THREE: OBLIGATIONS AND DELIVERIES

3.1 Seller’s Solar PV Facility. The Seller submitted a bid in response to the Public Utilities Regulatory Commission’s (PURC) Request for Proposals (“RFP”) dated 12 May 2021. The purpose of this RFP was to secure commitments from legal person (s) in Grenada to develop small scale solar PV facilities as part of the national efforts to increase renewable power production in the country. This RFP and the accompanying Terms of Reference are included in Annex A to this Agreement. By signing this Agreement, the Seller acknowledges the technical requirements of the RFP documents and confirms that his/her/its project is designed to and will be operated and maintained to meet those requirements including the individual IEC, IEEE and/or UL standards specified in the RFP’s Terms of Reference. The Seller anticipates a Commercial Operation Date for the project of ____2024.

Seller acknowledges that its Facility must meet the requirements of the Electricity Act of 2016 as amended and be inspected and approved by both the Buyer in its role as Network Licensee and the Electrical Inspectorate.

Seller confirms that its solar PV project will have a capacity of ____kW_{AC} at the time of

commissioning and is expected to provide, at the Delivery Point, approximately ____kWh of 50 Hz, _ kV electrical energy in its first 12-months of operation. The specifications for this solar PV Facility are included in Annex B. The location and configuration of the Facility will be _____ as indicated by the sketch also included in Annex B. Seller confirms that its Facility is designed to withstand hurricanes of up to Category 4 intensity.

The Parties acknowledge that the electrical production of a solar PV Facility can be expected to decline by up to 0.5% each year on a linear basis. This average annual rate of degradation is considered achievable when a solar PV Facility is operated in accordance with Prudent Utility Practices. If this level is exceeded, the Seller will be expected to provide an explanation to the Buyer and demonstrate how it will improve its operating and maintenance practices to return to the expected levels of production. The Buyer will allow a higher degradation rate, provided the Seller can provide proof that the panels have already been purchased and that their specifications show a higher degradation factor.

3.2 Testing of Solar PV Facility. Seller confirms that it will carry out the Factory Tests, Mandatory Site Tests and pre-commissioning tests as outlined in Annex D. Seller commits to undertake any mitigation and/or rectification measures that are required for the Project to successfully complete each test and acknowledges such will be a requirement of achieving COD.

3.3 Generation License. Seller acknowledges that it has obtained a Generation License from PURC, granted by the Minister responsible for the electricity sector, before COD can be achieved and it can produce and sell Product under this Agreement. Furthermore, Seller acknowledges that it will be required to maintain the Generation License in full force and effect throughout the Term of this Agreement.

3.4 Seller's and Buyer's Obligations. Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Quantity of the Product at the Delivery Point, and Buyer shall pay Seller the Contract Price. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt at and from the Delivery Point.

3.5 Evacuation of Product to the Delivery Point. Seller shall arrange for and be responsible for all costs of evacuation of its Product to the Delivery Point. These costs shall include all items required under the codes and regulations adopted pursuant to the Electricity Act, 2016 (as amended) and the Public Utilities Regulatory Commission Act, 2016 (as amended) and as further described in Annex C. Seller also acknowledges that the Buyer, in its role of Network Licensee, must approve all aspects of the Interconnection at the Delivery Point as detailed in appendix C.

Quantity of Product. From the COD onwards, Seller is expected to operate its solar PV facilities on a continuous basis, subject to planned outages, for the Term of this Agreement in accordance with good practice for such facilities. The Buyer will install and maintain at its expense a suitable metering system for the monitoring of energy production and other grid parameters. The Seller is required to provide internet access for the Buyer's metering equipment. It is agreed that the Seller will be permitted up to twelve (12) calendar days a year for maintenance of his/her/its

Facility. Seller will give the Buyer an annual maintenance schedule and will provide Buyer at least two weeks of notice for planned maintenance outages. In the event of a forced outage of all or a portion of the Facility's production capacity, Seller will notify Buyer within six (6) hours and advise on duration. If duration is likely to be significant, Seller and Buyer will discuss reasons (including whether reasonably needed spare parts were maintained on site) and decide if this is to be counted within the annual allowance for outage time. Seller will provide Buyer with a monthly report identifying any unplanned operational or maintenance events that occurred during the month, the reason for them and any resolutions required. By its nature, a solar PV Facility produces power as a function of the amount of available sunlight. The Parties acknowledge that the Facility will not include any energy storage component and thus will be non-dispatchable.

3.6 Force Majeure. Means any circumstance, event or condition (or combination thereof) which is beyond the reasonable control, directly or indirectly, of the Parties but only to the extent that:

- (a) such circumstance, event or condition, despite the exercise of diligence, cannot be prevented, avoided or overcome by the Parties, save for unreasonable costs and/or efforts;
- (b) such circumstance, event or condition prevents either or both of the Parties from performing their obligations under or pursuant to this Agreement (save for payment obligations);
- (c) the affected Party has taken all reasonable precautions, due care and measures to prevent, avoid or overcome the effect of such circumstance, event or condition on his/her/its ability to perform his/her/its obligations under this Agreement and to mitigate his/her/its consequences;
- (d) such circumstance, event or condition is not the direct or indirect result of a breach or failure by the affected Party to perform any of his/her/its obligations under this Agreement;
- (e) such circumstance, event or condition is without fault or negligence of the affected Party; and
- (f) the affected Party has given the other Party notice to the authority listed in the Cover Sheet.

3.6.1 **Force Majeure Circumstances** The list of circumstances, events or conditions which constitute "**Force Majeure**" are as follows:

- (g) natural disaster such as lightning, earthquake, flood, landslide, hurricane, tornado or other natural disaster as defined as such pursuant to the laws of Grenada, extreme adverse weather condition or act of God;
- (h) pandemic, epidemic or plague, declared as a Public Health Emergency

of International Concern by the World Health Organisation;

- (i) Conditions created directly as a result of the occurrence of any of the force majeure events as stated in clause 3.7.1. (h) above, including but not limited to actions taken by any government in direct response to such an event such as, the imposition of quarantine and travel restrictions and mandatory virus containment measures, which, in each case are imposed after the signature date of this Agreement and have an onerous effect on the parties and their ability to materially and/or substantially perform this Agreement as agreed.
- (j) acts of war (whether declared or not), invasion, armed conflict, act of foreign enemy or blockade;
- (k) acts of rebellion, riot, civil commotion, or nationwide strikes;
- (l) radioactive contamination or ionising radiation to the extent it exceeds applicable standards;
- (m) Significant Archaeological Discoveries made on or within the Site of the Project as such are officially recognized by the appropriate branch of the Government of Grenada.

3.6.2 Certain Events not Force Majeure Notwithstanding that a Force Majeure occurrence may otherwise exist, the provisions of this Clause shall not excuse:

- (a) failure to make a payment of money in accordance with the Party's obligations under this Agreement;
- (b) any failure by the Party or his/her/its contractors to obtain or maintain any Government Authorisation due to omissions, negligence or default by the Party or one or more of his/her/its contractors;
- (c) inability to obtain or maintain adequate funding for the project;
- (d) any mechanical or electrical breakdown or failure of equipment, machinery or plant owned or operated by either Party caused by the failure of the affected Party to operate or maintain the equipment, machinery or plant in accordance with Prudent Utility Practice due to the manner in which the equipment, machinery or plant has been operated or maintained.

3.6.3 Force Majeure Process To the extent either Party is prevented by Force Majeure from carrying out in whole or part, his/her/its obligations under a Transaction, or multiple Transactions, and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable specify otherwise, the Claiming

Party shall be excused from the performance of his/her/its obligations with respect to such Transaction(s) (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of his/her/its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

ARTICLE FOUR: REMEDIES FOR FAILURE TO DELIVER/RECEIVE

4.1 Seller's Failure to Achieve COD. If Seller does not expect to complete the Facility by the agreed COD a Notice should be sent to the Buyer not later than five (5) business days of COD to inform of the reasons for the delay and the new expected COD. If the delay period exceeds 90 days from the original COD, the Seller shall be subject to a per day charge equivalent to the Replacement Price of the average daily production of the Project based on the annual production specified in Clause 3.1.

4.2 Seller's Failure on Delivery Due to Outages. If Seller fails to schedule and/or deliver greater than 70% of the Product for more than fifteen (15) days (or equivalent days based on a production window of 5 hours per day) per calendar year and such failure is not excused by Buyer's failure to perform or agreement to increase annual allowed outage due to unavoidable repair delays following from Clause 3.6, then Seller shall pay Buyer, on the date payment would otherwise be due in respect of the month in which the failure occurred or, within twenty (20) Business Days of invoice receipt, an amount for such deficiency in delivered electrical energy, quantified based on average daily production during the thirty (30) days before the subject outage or outages, equal to the Replacement Price as defined in paragraph 1.24. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of the amount of electrical energy used in deriving such amount.

The Buyer agrees that the replacement cost paid by the seller should not also be borne by consumers and that this amount will be redistributed to the consumers

4.3 Buyer's Failure to Receive and Purchase. For operational reasons, Buyer from time to time will need to remove from service the Distribution line on which the Delivery Point is located or there may be congestion in system. Under these circumstances, Buyer will advise Seller that it will not be able to take delivery of the Product. If Buyer maintains a constraint that fails to schedule and/or receive all or part of the Product for more than fifteen (15) days (or equivalent days based on a production window of 5 hours per day) per calendar year and such failure is not excused by Seller's failure to perform or inability to perform due to damage by third party to the Buyer's distribution system local to the Delivery Point, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred or, within twenty (20) Business Days

of invoice receipt, an amount for such deficiency equal to the amount of electrical energy that was not accepted by the Buyer, quantified based on the average daily production during the thirty days before the subject notice of not taking delivery, multiplied by the Contract Price. The invoice for such amount shall include a written statement explaining in reasonable detail the

calculation of the amount of electrical energy that could have been produced had the Buyer not declined to take delivery.

4.4 Not Force Majeure Events. The situations covered in items 4.2 and 4.3 above do not include time periods when a Force Majeure event has been declared and accepted by both Parties.

ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. An “Event of Default” shall mean, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within twenty (20) Business Days after written notice;
- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party’s obligations to deliver or receive the Product, the exclusive remedy for which is provided in Article Four) if such failure is not remedied within three (3) Business Days after written notice;
- (d) such Party becomes Bankrupt;
- (e) the failure of such Party to satisfy the creditworthiness/collateral requirements agreed to pursuant to Article Eight hereof;
- (f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of his/her/its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which he/she/it or his/her/its predecessor was a party by operation of law or pursuant to an Agreement reasonably satisfactory to the other Party;
- (g) with respect to such Party’s Guarantor, if:
 - i. any representation or warranty made by a Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated;

- ii. there is a failure on the part of a Guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) Business Days after written notice;
- iii. Guarantor becomes Bankrupt;
- iv. a Guarantor's guaranty fails to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under each Transaction to which such guaranty shall relate without the written consent of the other Party; or
- v. a Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty.

5.2 Declaration of an Early Termination Date and Calculation of Settlement Amounts. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right (i) to designate a day, no earlier than the day such notice is effective and no later than twenty (20) business days after such notice is effective, as an early termination date ("Early Termination Date") to recover all amounts owing between the Parties and to terminate all business between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner with respect to the Project characteristics, the total Settlement Amount.

The total Settlement Amount will not surpass the Replacement Price for a period of six (6) months' worth of deficiency in electrical energy production. This determination shall be based on the average production of the previous thirty (30) days before the occurrence of the Event of Default. This provision is applicable only if the remaining term of the contract exceeds six (6) months. If the remaining term is less than six (6) months, the calculation for the Replacement Price will be adjusted proportionally, using the exact number of months remaining in the contractual Agreement.

5.3 Notice of Payment of Settlement Amount Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within twenty (20) Business Days after such notice is effective.

5.4 Disputes With Respect to Settlement Amount Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Settlement Amount Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party's calculation of the Settlement Amount Payment, provide to the Non-Defaulting Party a detailed

written explanation of the basis for such dispute; provided, however, that if the Settlement Amount Payment is due from the Defaulting Party, the Defaulting Party shall first provide a form of security for payment or a guarantee of the same from a reputable institution to the Non-Defaulting Party in an amount equal to the Settlement Amount Payment.

ARTICLE SIX: PAYMENT

6.1 Contract Price. Buyer will pay Seller EC\$ ___ for each kWh of 50 Hz __ kV electrical energy it receives at the Delivery Point beginning on the Commercial Operations Date (COD). For any electrical energy received by Buyer prior to COD, the Buyer will pay Seller 80 % of the Contract Price for each unit of electrical energy.

6.2 Billing Period. The calendar month shall be the standard calculation period for all payments to be made under this Agreement. On or before the fifth (5th) business day of every month each Party will render to the other Party an invoice for the payment obligations, if any, incurred hereunder during the preceding month.

6.3 Timeliness of Payment. All invoices under this Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or the tenth (10th) calendar day after receipt of the invoice. If such day is not a Business Day, then payment shall be made on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

Disputes and Adjustments of Invoices. A Party may, in good faith, dispute the accuracy of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date of the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Upon resolution of the dispute, any required payment shall be made within twenty (20) Business Days of such resolution. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.3 within twelve (12) months after the invoice is rendered of any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived.

ARTICLE SEVEN: LIMITATIONS

7.1 Limitation of Remedies, Liability and Damages. Except as set forth herein, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. The parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the obligor's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein or in a Transaction, the obligor's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Unless expressly herein provided, neither party shall be liable for consequential, incidental, punitive, exemplary, or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

ARTICLE EIGHT: INSURANCE

8.1 Insurance. The Seller shall at its sole cost and expense, take out and maintain such insurance cover as is customary, desirable and consistent with Prudent Utility Practices, including at a minimum Commercial Fire and Allied Perils insurance. ("Required Insurances").

8.2 Proof of Insurance. The Seller shall furnish to the PURC copies of insurance policies effecting the Required Insurances and the Buyer may through the PURC, request from time to time that the Seller provide proof that all relevant premiums have been paid and that the relevant policy or policies remain in existence.

ARTICLE NINE: GOVERNMENTAL CHARGES

9.1 Cooperation. Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes provided that all such efforts shall not contravene the laws of Grenada and so long as neither Party is materially adversely affected by such efforts.

9.2 Governmental Charges. Seller shall pay or cause to be paid all taxes imposed by any government authority ("Governmental Charges") on or with respect to the Product arising prior

to the Delivery Point. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product from the Delivery Point (other than ad valorem, VAT, franchise or income taxes which are related to the sale of the Product and are, therefore, the responsibility of the Seller). In the event Seller is required by law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Governmental Charges from the sums due to Seller under Article Six of this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which he/she/it is exempt under the law.

ARTICLE TEN: MISCELLANEOUS

10.1 Term of Agreement. The Term of this Agreement shall commence on the Effective Date of the License granted for this project and shall remain in effect for twenty- five (25) years, or until terminated by either party upon thirty (30) calendar days prior written notice; or until the license is otherwise revoked, provided, however that such termination shall not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any such termination.

10.2 Representations and Warranties. On the Effective Date and the date of entering into each Transaction, each Party represents and warrants to the other Party that:

- i. He/she/it is duly organized, validly existing and in good standing under the laws of Grenada;
- ii. all regulatory authorizations necessary to legally perform his/her/its obligations under this Agreement have been obtained; and
- iii. the execution, delivery and performance of this Agreement are within his/her/its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in his/her/its governing documents, any contracts to which he/she/it is a party or any law, rule, regulation, order or the like applicable to it;
- iv. this Agreement and each other document executed and delivered in accordance with this Agreement constitutes his/her/its legally valid and binding obligation;
- v. he/she/it is not Bankrupt and has no proceedings pending against or being contemplated by he/she/it or, to his/her/its knowledge, threatened against he/she/it which would result in it being or becoming Bankrupt;
- vi. there is not pending or, to he/she/its knowledge, threatened against he/she/it or any of its Affiliates any legal proceedings that could materially adversely affect

the ability to perform his/her/its obligations under this Agreement;

- vii. no Event of Default or Potential Event of Default with respect to him/her/it has occurred and is continuing and no such event or circumstance would occur as a result of him/her/its entering into or performing its obligations under this Agreement;
- viii. acting on his/her/its/ own account, has made his/her/its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for him/her/it based upon his/her/its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;
- ix. he/she/it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of the Product specified.

10.3 Title and Risk of Loss. Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that he/she/it will deliver to Buyer the Quantity of the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

10.4 Indemnity. Each Party shall indemnify, defend, and hold harmless the other Party from and against any Claims arising from or out of any event, circumstance, act, or incident first occurring or existing during the period when control and title to the Product is vested in such Party, as per the terms of this Agreement. It is expressly understood that this indemnification provision does not apply to claims resulting from negligence on the part of either Party. Additionally, each Party shall indemnify, defend, and hold harmless the other Party against any Governmental Charges for which such Party is responsible under Article 8.

10.5 Assignment. Neither Party shall assign this Agreement or his/her/its rights hereunder without the prior written notice and consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the

consent of the other Party (and without relieving himself/herself/itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

10.6 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of Grenada.

10.7 Notices. All notices, requests, statements or payments shall be made as specified in the Cover Sheet. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by e-mail or by hand delivery. Notice shall be effective at the close of business on the day received if such notice is received during a Business Day. Otherwise, it shall be effective at the close of business on the next Business Day. A Party may change his/her/its addresses by providing notice of same in accordance herewith.

10.8 General. This Agreement shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent herein provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change (individually or collectively, such events referred to as "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement; and provided, further, that if a Regulatory Event occurs, the Parties shall use their best efforts to reform this Agreement in order to give effect to the original intention of the Parties. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights shall survive the termination of this Agreement for twelve (12) months. This Agreement shall be binding on each Party's successors and permitted assigns.

10.9 Site Access: The Buyer may, with the written permission of the PURC, at any reasonable time, enter any Interconnection Site premises to which electricity is, or has been, supplied on land, under, over, along, across, in or upon which the electric supply-lines or other works have been lawfully placed for the purpose of:

10.9.1 Inspecting, testing, repairing or altering the electric supply lines, meters, fittings, works and apparatus for the supply of electricity belonging to a Network Licensee;

or

- 10.9.2 Ascertaining the amount of electricity supplied or the electrical quantity contained in the supply; or
- 10.9.3 Verification of Inverter functionality and configuration in the presence of the Seller or the Seller's representative.
- 10.9.4 Removing where a supply of electricity is no longer required, or where a Network Licensee is authorized to take away and disconnect such supply, any electric supply-lines, meters, fittings, and works or apparatus belonging to a Licensee.

10.10 Energy Verification. In an effort to verify the accuracy of any statement, the Buyer can request that the Seller provide statements evidencing the quantity delivered at the delivery point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

10.11 Confidentiality. Neither Party shall disclose the terms or conditions of a Transaction under this Agreement to a third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential, or the PURC) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

10.12 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other party.

10.13 Modification by the Parties. The Parties may by mutual Agreement amend the Appendices to this Agreement, by a written instrument duly executed by all the parties involved. Such an amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Grenada Electricity Services, Ltd

IPP abc

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ANNEX A

Description of Solar PV Facility

- 1. Make, model number and specifications of solar PV panels**
- 2. Make, model number and specifications of inverters**
- 3. Sketch of layout of solar Facility**
- 4. Map showing location in Grenada**

ANNEX B

Specifics of Connection to the Delivery Point

- 1. Power Line**
- 2. Right of Way arrangements for Power Line (IPP responsibility)**
- 3. Transformer**

Include information on the transformer that Grenlec will install at the Seller's cost

- 4. Metering**

The revenue grade meter installed at the Delivery Point shall record the electrical energy (kWh) delivered by the Seller to the Buyer. The electrical energy (kWh) used by the Buyer to operate the Project shall be recorded by a separate meter. Invoices that the Seller issues to the Buyer shall clearly show the net amount of the two meters as the amount billed. If the Buyer has any other uses of electricity at the location of the Project, the Buyer shall have a separate account with Grenlec under the applicable tariff class and a separate meter to record the consumption.

Specifications for the revenue meter to be inserted by Grenlec

- 5. Operation Diagram as per TDC 8.4 and Site Common Drawing as per TDC 8.6**
- 6. Documentation on compliance with technical requirements of Grenlec Interconnection Agreement**

Include requirements in Grid Code on parameters such as voltage frequency ride through, harmonics, flicker etc.



ANNEX FIVE

DRAFT STANDARD GENERATION LICENCE

FOR Small-Scale Independent Power Producers



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PART 1- GRANT OF THE LICENCE

ARTICLE ONE: Grant of the Licence

The Minister of..... (hereinafter referred to as “the Minister”) in exercise of the powers conferred by sections 3 and 14 of the Electricity Act, 2016, **HEREBY GRANTS** to

(Insert Name of Person owner of generation facilities) (hereinafter referred to as “the Licensee”) a Licence authorising the Licensee to install Generation Facilities described in Annex 1 of this Licence, to generate electricity from such facilities and to supply such electricity to the Network Licensee in accordance with the terms and conditions of this Licence and for the period specified herein.

ARTICLE TWO: Citation

This Licence document shall be cited as the (Insert applicant number and Year of Issue) Small-Scale Independent Power Producer Licence.

ARTICLE THREE: Effective Date

This Licence shall come into effect on the(insert date) and shall continue in force until the expiration of the Term, unless suspended or revoked in accordance with the conditions established in this Licence and the Electricity Act, 2016.

ARTICLE FOUR: Applicable Law

This Licence shall be governed by, and construed, enforced and performed in accordance with the Electricity Act, 2016, the Public Utilities Regulatory Commission Act, 2016, with codes and regulations adopted pursuant to those Acts, with Environmental Legislation and with other applicable Laws of Grenada.

ARTICLE FIVE: Licensee Details

Licensee Name: _____

Description of legal person: _____

Name of Legal Representative: _____

Main Office Address: _____

Telephone Number: _____

Website (if applicable): _____

E-Mail Address: _____



Commercial Record Number and Date: _____

Sealed and executed on the Day of (*insert month and year*)

Hon. Dickon Mitchell

Prime Minister and Minister for Infrastructure and Physical Development, Public Utilities, Civil Aviation and Transportation



PART 2: STANDARD CONDITIONS OF THE LICENCE

ARTICLE SIX: Definitions and Interpretation

6. (1) Words and Expressions. Except as otherwise defined in this article, words or expressions used in this Licence shall have the same meaning as set forth in section 2 of the Electricity Act, 2016 and section 2 of the Public Utilities Regulatory Commission Act, 2016.

6. (2) Applicability. The parts, articles and Annex included in this Licence are integral and indivisible and shall be binding on the Licensee.

6. (3) Definitions. In this Licence, the following terms shall have the following meanings:

“Code” or “Codes” means a code or codes established or approved by regulations by the Minister under section 62 of the Electricity Act, 2016 or otherwise in accordance with the Electricity Act, 2016;

“Commission” means the Public Utilities Regulatory Commission;

“Authority” means any functionary of the Government of Grenada, including any minister, agency, authority, inspectorate, court, tribunal or public or statutory body of Grenada;

“Generating Unit” means any apparatus that produces electricity, which includes the mechanical prime mover (e.g. turbine or engine) in the case of conventional hydro or thermal plant, or the equivalent principle by means of converting another form of energy to electricity, in the case of renewable energy generation, such as wind or solar;

“Generation Facilities” means the Generating Units and other apparatus and equipment necessary for electricity generation in accordance with this Licence;

“Laws of Grenada” means all enactments in force in Grenada including subsequent enactments;

“Minister” except as otherwise specified herein, means the Minister for the time being responsible for the electricity sector in Grenada;

“Meter” means any appliance used to measure, ascertain or regulate the amount of electricity consumed or generated through utility supply services, as well as any means, devices or appliances employed to estimate the flow of electricity in or from any part of the grid infrastructure;

“Network Licensee” refers to the Licensee responsible for the operation and maintenance of the transmission or distribution system to which the Generation Facilities of the Licensee are connected or intend to be connected;

“person” means-

- (a) any natural person; or
- (b) any public body, company or association or any person incorporated in accordance with or recognised by the Laws of Grenada or the laws of another state [or unincorporated];



“Power Purchase Agreement” means the agreement between the Licensee and the Network Licensee, that establishes the conditions and rates for the provision and sale of electricity and power and which may include ancillary services;

“Prescribed” means prescribed by regulations;

“Regulation” comprises any regulation made by the Minister in accordance with section 62 of the Electricity Act, 2016 and section 48 of the Public Utilities Regulatory Commission Act, 2016 including any subsequent regulation; and “regulations” shall be construed accordingly;

“Small-Scale Independent Power Producer” means a person to whom a generation Licence for an installed capacity between 30kW and 200kW has been granted and who is not a network Licensee;

“Small-Scale Independent Power Producer Programme” means the Programme approved in accordance with section 19 (5) of the Electricity (Generation Expansion Planning and Competitive Procurement) Regulations, 2022 for the adoption and implementation of a Programme which allows small to medium-scale Independent Power Producers to participate in a tender for a maximum generation capacity.

ARTICLE SEVEN: Scope and Applicability of Licence

Subject to the terms and conditions established in this Licence, this Licence authorises the Licensee, to-

- (a) construct own and operate the Generation Facilities listed in Annex 1; and
- (b) generate electricity and connect his/her/its Generation Facilities to the electrical system of a Network Licensee; and
- supply all of the electricity generated to the Network Licensee in accordance with the terms, conditions and rates established in the Power Purchase Agreement, the PURC Small-Scale Independent Power Producer Programme, applicable codes and applicable regulations.

ARTICLE EIGHT: Term

8. (1) Initial Term. - Pursuant to section 14 of the Electricity Act, 2016, the initial term of this Licence shall **not exceed twenty-five** (25) years and shall expire on (the Term), unless revoked in accordance with section 24 of the Electricity Act, 2016 and article 15 of this Licence.

8. (2) Extension of Term -. The Term of this Licence may be extended in accordance with section 22 of the Electricity Act, 2016 and article 9 of this Licence.

ARTICLE NINE: Extension of Term and Modification of License:

9. (1) Extension of Initial Term - The Licensee may apply to the Minister for an extension of this Licence in



accordance with section 22 of the Electricity Act 2016, and such application must be submitted at least one year prior to the expiry of this Licence.

9. (2) Procedure for Amendment or Extension of License - In case of applications for modification or extension of License -

- (a) the Term of this Licence shall be extended for a further period not exceeding five (5) years except in circumstances where the Commission recommends to the Minister that a greater period will best achieve the goals of the Electricity Act, 2016;
- (b) the application and procedure shall comply with section 17 of the Electricity Act, 2016, applicable regulations and the requirements of the Small-Scale Independent Power Producer Programme;
- (c) the Minister shall adopt a decision concerning the application for the extension of the term of this Licence within two (2) months of receiving the application for extension of the Licence.

ARTICLE 10: Obligations of Licensee and Compliance with Laws of Grenada and Agreements

The Licensee shall -

- (a) comply with the Electricity Act, 2016, the Public Utilities Regulatory Commission Act, 2016 and all other applicable Laws of Grenada;
 - comply with the terms and conditions of the Power Purchase Agreement, the Small-Scale Independent Power Producer Programme, applicable codes and applicable regulations;
- (b) comply with this Licence;
- (c) comply with all Environmental Legislation applicable to the Generation Facilities, to the site where they are located and to the energy sources used for producing electricity;
 - comply with all other Laws of Grenada applicable to the installation and operation of the Generation Facilities and to the activities authorised to be carried out pursuant to this Licence.
- (d) comply with the Orders and Decisions of the Minister and of the Commission;
- (e) comply with all regulations applicable to the safety and technical suitability of the design, installation, operation and maintenance of any Generation Facilities or equipment used for connecting those facilities to the system;
- (f) comply with all the tests, verification and inspections to Generation Facilities and other equipment necessary for their connection to the system of the Network Licensee are complied with before the interconnection and during the term of this Licence;
- (g) supply all electricity generated to the Network Licensee, and shall not supply electricity to any other consumer;
- (h) provide the services authorised under this Licence with the highest possible quality standards and at the very least, with the minimum quality and performance standards and generation operating standards as set out in applicable Regulations and/or in the Power Purchase Agreement;
- (i) adopt and implement reasonable and prudent polices in relation to the management and insurance of risks associated to the performance of activities authorised under this Licence, and shall comply with the specific insurance coverage requirements as applicable;
- (j) develop, construct, commission, test and complete the Generation Facilities described in Annex 1, in accordance with the requirements established by the Power Purchase Agreements and applicable Laws of Grenada.



ARTICLE ELEVEN: Fees

11. (1) Initial Fee: Upon receiving notice of the issuance of this Licence, the Licensee shall pay the initial Licence Fee, as set out in **Annex 2**, to the Inland Revenue Division of the Ministry of Finance. Proof of this payment must be presented to the Commission in order to receive the Licence.

11. (2) Fee upon Amendment of License or Extension of Term - The Licensee shall pay the fee for extension, or modification of, the terms of this Licence, as prescribed by Regulations within seven (7) days after the effective date of the modification to the Licence.

11. (3) Annual Fee - The Licensee under this Licence shall pay the Annual Fee as set out in **Annex 2**.

ARTICLE TWELVE- Transfer or Assignment of Licence

12. (1) Activities Requiring Consent- The Licensee shall not transfer or assign this Licence, except in accordance with section 20 (b) of the Electricity Act, 2016.

12. (2) Application - The Licensee who intends to transfer or assign this Licence shall first submit an application to the Minister seeking his or her approval for such transfer or assignment, in accordance with the Electricity, Act 2016.

12. (3) Void Agreements and Revocation of License - Unless made in accordance with the requirements of this article, any agreement purporting to transfer or assign this Licence, shall be void and shall constitute a ground for suspension or revocation of this Licence.

ARTICLE THIRTEEN: Health and Safety

13. (1) Compliance with Standards - The Licensee shall-

- (a) comply with the Health, Security and Safety Standards established by Regulations, and until those Standards are adopted, shall take due account of any guidance available on health and safety standards that are available for entities in the Caribbean and in the other parts of the world;
- (b) use its best endeavours to protect persons and property from injury and damage that may be caused by the Licensee when carrying out the activities authorised by this Licence.

13. (2) Audit - The Licensee's Health and Safety Procedures will be subjected to an annual review.

ARTICLE FOURTEEN: Insurance:

14. (1) General Obligation - The Licensee shall comply with the specific insurance coverage requirements established in the Power Purchase Agreement and other Project Agreements.



14. (2) Information - The Licensee shall promptly send a copy of the insurance policy to the Commission and to the Minister, with a general description of the insurer and other details about the cover.

ARTICLE FIFTEEN: Suspension, Revocation and Expiration of Licence

15. (1) Grounds for Suspension or Revocation - The Minister may, by notice in writing served on the Licensee, suspend or revoke this Licence-

- (a) if the Licensee is using its Generation Facilities in a manner not authorised by the terms and conditions of this Licence;
- (b) if the Licensee fails to supply electricity to the Network Licensee in accordance with the requirements established in the Power Purchase Agreement;
- (c) if the Licensee does not maintain and operate its Generation Facilities in accordance with the security and safety requirements established in applicable codes and regulations;
- (d) if the Licensee does not comply with the tests, verifications, certifications and inspections of his/her/its Generation Facilities and other equipment necessary for their interconnection to the system, and does not take remedial actions to address the non-compliance, as required by the applicable codes and regulations;
- (e) if the Licensee does not obtain the authorisations or certifications required by regulations and codes before the interconnection of Generating Facilities to the system or during the term of this Licence;
- (f) if the Licensee transfers or assigns this Licence without complying with the requirements established in this Licence;
- (g) if the Licensee obtained this Licence by fraud;
- (h) if the Power Purchase Agreement is revoked or otherwise terminated;
- (i) if the Licensee is obliged by a final order of a competent court to dispose of an asset or part of its Generation Facilities, which results in the inability of the Licensee to provide the generation and supply services due under this Licence and the Power Purchase Agreement;
- (j) if by any reason and in accordance with the applicable Laws of Grenada, the Generating Facilities of the Licensee are permanently disconnected from the system of the Network Licensee; or
- (k) if the Licensee agrees in writing with the Minister that this Licence should be revoked.

15. (2) Monitoring and Enforcement - The Commission shall monitor and enforce the compliance of this Licence by the Licensee.

15. (3) Suspension or revocation - Without prejudice of paragraph (2) of this article, if the Commission determines that the Licensee has committed any act described as "Grounds for Suspension or Revocation of Licence", the Commission shall give its opinion and make a recommendation to the Minister and shall send all the related information to the Minister, who shall make a determination.

15. (4) Generation Facilities upon Revocation of License or Expiration of Term



The Generation Facilities shall be disconnected from the System of the Network Licensee upon-

- (a) revocation of this Licence; or
- (b) expiration of the Term of this Licence, unless extended by the Minister.

Article 16: Appeal

16. (1) Decisions of the Commission - If the Licensee is aggrieved by a decision of the Commission, the Licensee may appeal such decision in accordance with section 32 of the Public Utilities Regulatory Commission Act, 2016.

16. (2) Orders or Decisions of the Minister- If the Licensee is aggrieved by an Order or decision of the Minister, the Licensee may appeal that decision to the High Court.

ARTICLE SEVENTEEN: Disputes

17. **Disputes** - If the Licensee considers that the terms offered by the Network Licensee are-

- a. in breach of the Electricity Act, 2016, applicable Codes, Regulations or specific terms established in the Small-Scale Independent Power Producer Programme, or
 - b. inconsistent with the standard Power Purchase Agreement approved by the Commission,
- the Licensee may submit the matter to the Commission who shall settle the dispute within two (2) months of its submission.

ARTICLE EIGHTEEN: Sub-contracting:

18. (1) Sub-contracting - Unless otherwise established in the Power Purchase Agreement, the Licensee may sub-contract the installation of Generation Facilities and any related construction or other activities Licenced under this generation Licence to one or more third parties.

18. (2) Liability - In cases where a Licensee has sub-contracted an activity or the construction of any facility, the Licensee shall continue to be responsible for the performance and discharge of any such installation, construction or activity sub-contracted, and shall be liable for any kind of damage caused by the sub-contractor to other persons and third parties.

ARTICLE NINETEEN: Reporting Requirements and Other Information:

19. (1) Information - The Licensee shall furnish all the information and reports that the Commission or the Minister may require to carry out all legal functions and powers and to monitor and enforce this Licence.

19. (2) Tests, Verifications and Inspections - The Licensee shall permit the tests, verification and inspections of his/her/its Generation Facilities and other electric facilities necessary for their interconnection to the system, in the manner required by the Commission, the Minister or any authority responsible for implementing, monitoring or enforcing the Laws of Grenada and Regulations on Safety and any authority responsible for



Environment. The Licensee shall also allow and comply with the obligations related to inspections and certifications required by the Power Purchase Agreement.

19. (3) Operations Report - Within four (4) months after the end of its financial year, the Licensee shall submit to the Commission an operations report on the work and activities that were carried out by the Licensee in the financial year and such annual report shall-

- (a) be in a format as prescribed by the Commission showing a comparison of the financial year's performance with the projected performance based on the operations report of the previous year.
- (b) Contain any other information required by this Licence, the Power Purchase Agreement or by the Laws of Grenada.



ANNEX ONE – Small-Scale Independent Power Producer Facilities

A- Information about Generation Facilities for which this Licence is been granted for:

Generator Details	
Primary Energy Source (Solar/Wind/Other)	
Expected Date or Actual Date of Installation	
Manufacturer	
Capacity Rating (KVA)	
Single or Three Phase	
Output Voltage	
Estimated Cost/kWh (EC\$)	
kWh Generated/Month	
Operations & Maintenance Requirements	

B- Location of Generation Facilities

(Please include a scale map with the location of generation units, distribution line, distribution transformers and other facilities).

Generator Details	
Location of the Generating Unit	
Grid Coordinates of the Point of Interconnection	



ANNEX TWO – Schedule of License Fees

Fee Type	Amount due in EC\$
Initial Fee for generation License – electricity generation plant 30kW	\$250.00
Initial Fee for generation License – electricity generation plant between 31kW to 100kW	\$500.00
Initial Fee for generation License – electricity generation plant between 101kW to 200kW	\$750.00
Annual Fee for generation License – electricity generation plant up to 30kW	\$100.00
Annual Fee for generation License – electricity generation plant between 31kW to 100kW	\$200.00
Annual Fee for generation License – electricity generation plant between 101kW to 200kW	\$300.00

All fees are VAT exclusive and are subject to changes by the Commission.