

2002/03 Green Power Generation

Call for Tenders

Tender Forms – Revised: 11 July 2003

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2002/03

GREEN POWER GENERATION

CALL FOR TENDERS

TENDER FORMS

REVISED: 11 JULY 2003

Instructions:

- *Download the Word version of the Tender Forms available at www.bchydro.com/greenipp and complete the Tender Forms in accordance with the following instructions. Print the completed forms and sign in the number of copies indicated in the 2002/03 GPG CFT.*
- *This Tender Form consists of two parts: Part I – Non-Price Information and Bid Price Adjustments, and Part II – Bid Price. Both parts must be fully completed, signed and sealed in separate envelopes. Those envelopes must be placed in a third envelope with the required Tender Security, sealed and delivered to BC Hydro in accordance with the 2002/03 GPG CFT before the Tender Closing Time.*
- *For information on the required Tender Security, see “Tender Security” in the 2002/03 GPG CFT.*
- *Tender Forms must be signed on behalf of bidders by a person or persons with due authorization to sign and bind the bidder. Please note:*
 - *If the bidder is a natural person or proprietorship, that person or the proprietor must sign the Tender Forms.*
 - *If the bidder is a corporation, the Tender Forms must be signed by a person duly authorized for that purpose by the corporation’s board of directors. The name and office held by the signing officer(s) must be typed or legibly printed below the signature(s).*
 - *If there is more than one bidder or if the bidder is a general partnership or joint venture, each bidder, partner or joint venturer, or their lawful attorneys, must sign the Tender Forms in the manner described above.*
 - *If the bidder is a limited partnership, the Tender Forms must be signed by a general partner duly authorized to bind the partnership.*
 - *BC Hydro may require any bidder to provide evidence satisfactory to BC Hydro of the due authorization of any signatory to a Tender Form.*

- *If information contained in the project's 2002/03 GPG RFQ Qualification Statement is changed, complete Attachment A in accordance with the instructions in that Attachment.*
- *The Bulk Location Adjustment, Area Location Adjustment and System Adjustment must be as determined and advised by the Office of Generator Interconnections as indicated in the letter from the Office of Generator Interconnections which must be attached to the Tender Forms. In the case of a discrepancy and/or if the letter from the Office of Generator Interconnections is not attached, the Tender may be disqualified.*
- *For biomass and biogas projects, any applicable GHG Intensity Target and associated GHG Intensity Adjustment must be as confirmed by BC Hydro as indicated in the letter from BC Hydro which must be attached to the Tender Forms. In the case of a discrepancy and/or if the letter from BC Hydro is not attached, the Tender may be disqualified. For all other projects, the GHG Intensity Adjustment is \$3.00/MWh and the GHG Intensity Target is 0.*
- *In Attachment B, complete the information indicated and attach the letter from BC Hydro confirming the definition of "Project", "Seller's Plant" and "Seller's Facility" applicable to the project. If the information is not complete and/or the letter from BC Hydro is not attached, the Tender may be disqualified.*
- *For bidders who do not elect to be subject to the Natural Resource Adjustment, complete Attachment C as follows:*
 - *Part I of Attachment C should be completed with the average annual Contracted Capacity to be delivered in each year of the Term of the Electricity Purchase Agreement commencing at COD*
 - *Contracted Capacity Profiles may be flat for the Term of the EPA, or may reflect an increasing or decreasing Contracted Capacity over the Term but subject to the following limitation:*
 - *The minimum average annual Contracted Capacity stated in Part I of Attachment C must be not less than 50% of the maximum average annual Contracted Capacity specified in Part I of Attachment C, before giving effect to the one-time 20% recall option*
 - *Part II of Attachment C should be completed with the percentage of the average annual Contracted Capacity expected to be delivered in each month. The numbers inserted in that Table must average to 100% when weighted by the number of days in each month.*
- *For bidders who elect to be subject to the Natural Resource Adjustment complete Attachment C as follows:*
 - *For all years in which the Bidder is selling less than the full output of the Seller's Plant to BC Hydro, the instructions set out above are applicable*

- *For all years in which the Bidder is selling the full output of the Seller's Plant to BC Hydro the following instructions are applicable:*
 - *Part I of Attachment C should be completed using a reasonable estimate for the average annual capacity, expressed in MWh/h, that the Seller's Plant is expected to generate based on the Energy Source expected to be available in the average year.*
 - *Part II of Attachment C should be completed with the percentage of the amount stated in Part I that the Seller's Plant is expected to generate in each month based on the Energy Source expected to be available in an average month*
- *Complete Attachment D with the information requested in that Attachment with respect to the electricity purchase agreement security requirements.*
- *Complete the selected term of the electricity purchase agreement where indicated in the form. Terms may be 10 to 20 years from COD, in whole integers only.*
- *Complete the Target Commercial Operation Date (COD), which must be not later than 30 September 2006.*
- *Complete the amount of the Development Security calculated in the manner specified in the 2002/03 GPG CFT.*
- *Complete the Seller's address for the delivery of notices under the EPA.*
- *Complete Part II – Bid Price.*

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GREEN POWER GENERATION

CALL FOR TENDERS

TENDER FORM

PART I – NON-PRICE INFORMATION AND BID PRICE ADJUSTMENTS

COMPLETE AND SIGN FIVE (5) COPIES

TO: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (“BC Hydro”)

In connection with its priced tender, as set out in the Tender Form, Part II – Bid Price submitted herewith in a separate sealed envelope, the undersigned (“Bidder”) confirms to BC Hydro that:

1. This Tender is submitted with respect to the project (“Project”) described in the 2002/03 GPG Qualification Statement and all reports and attachments thereto (the “Qualification Statement”) dated 2003 submitted by _____ in response to the Green Power Generation 2002/03 Request for Qualifications published by BC Hydro on its website on or about 30 October, 2003.
2. The Bidder has reviewed carefully the Green Power Generation 2002/03 Call for Tenders, issued 31 March 2003, inclusive of all Frequently Asked Questions and Addenda posted to the BC Hydro website www.bchydro.com/greenipp (the “CFT”), and the Bidder accepts, is bound by and is in compliance with the Tender Conditions set out in the CFT.
3. The Bidder has reviewed carefully the Mandatory Requirements set out in the CFT, and the Project complies with such Mandatory Requirements, and the Bidder undertakes to provide BC Hydro, at its request, with such further information as it may reasonably require to verify such compliance.
4. The Bidder has reviewed carefully the “Code of Conduct Guidelines Applicable to 2002/03 Green Power Generation Call for Tenders and Contracts” set out in the CFT and has complied with all disclosure and other requirements in that document.
5. The Bidder has reviewed carefully the 2002/03 GPG Standard EPA forming part of the CFT and taken such legal and other professional advice as is necessary for the Bidder to have a complete understanding of the terms and conditions of the 2002/03 GPG Standard EPA and the risks associated with the Project and any electricity purchase agreement on the terms and conditions set out in the 2002/03 GPG Standard EPA that may be awarded to the Bidder.
6. The Bidder represents and warrants to BC Hydro that the Tender has been fairly prepared without collusion or fraud and in particular and without limitation: (i) the price in its Tender has been arrived at independently from the price of any other bidder, the price has not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly, to any other bidder; (ii) no attempt has been made, nor will be made, to induce any other person to submit or not to submit a Tender for the purpose of restricting competition, and the bidder’s Tender is in all respects

- The Operating Security as calculated in the manner specified in the CFT.
- The Seller's address for delivery of notices under the EPA will be:

Fax:

- The GHG Intensity Factor will be an amount equal to the GHG Intensity Adjustment as advised by BC Hydro – Green and Alternative Energy prior to submission of this Tender Form.
- The CFT Adjusted Bid Price will be the Bid Price set out in the Tender Form, Part II – Bid Price submitted herewith in a separate sealed envelope, as adjusted by the adjustments for bid comparison purposes as set out in the CFT.
- The Bid Price, as defined in the EPA, before adjustment, will be equal to the Bid Price set out in the Tender Form, Part II – Bid Price submitted herewith in a separate sealed envelope.
- The Tender Closing Date will be inserted in the definition of “Hardship Event”.
- Appendix 11 in the form attached to the 2002/03 GPG Standard EPA will be attached to the EPA as applicable to the Bidder's project.
- The date of submission of the Qualification Statement will be the date stated in paragraph 1 above.
- The date of submission of the Tender Form will be the date of submission to BC Hydro of this Form.
- The mandatory project-specific amendments set out in the letter to the bidder from BC Hydro dated 15 August 2003 will be made to the 2002/03 GPG Standard EPA.
- The optional project-specific amendments set out in the attached letter to the bidder from BC Hydro dated 2 July 2003 as selected by the bidder in the attached letter will be made to the 2002/03 GPG Standard EPA. If there is no letter attached this provision does not apply.

11. The offer herein contained is legally valid and irrevocable from and after the Tender Closing Time defined in the CFT until 4:00 p.m. on 1 December 2003, and may be accepted on or before that time by delivery by BC Hydro to the Bidder by courier or facsimile transmission at the address or fax number set out below of a written notice of award.

12. This Tender is submitted by the following and in submitting this Tender the Bidder confirms that the Qualification Statement previously submitted for the Project and the Tender Forms and all documents and information submitted by or on behalf of the Bidder under or in connection with the 2002/03 GPG RFQ and 2002/03 GPG CFT are true and correct in all material respects, except only as disclosed in Attachment A hereto, and the Bidder acknowledges that it will be required to provide such representation and warranty under its EPA if awarded an EPA and that a breach of such representation and warranty will be grounds for termination of that EPA:

Bidder's Name:

Bidder's Address:

Fax No.:

Email:

DATED _____, 2003

[BIDDER SIGNATURE]

ATTACHMENT A

EXCEPTIONS TO 2002/03 GPG RFQ QUALIFICATION STATEMENT

BIDDER:

PROJECT:

EXCEPTIONS TO QUALIFICATION STATEMENT (check appropriate box):

1. The only exceptions to the 2002/03 GPG RFQ Qualification Statement are as stated in the form of Attachment A filed by the bidder on 11 June 2003 and the bidder elects to proceed with all those exceptions.

[Attach letter from BC Hydro accepting those exceptions]

OR

[Attach letter from BC Hydro requesting further information with respect to those exceptions and attach the requested information.]

2. The only exceptions to the 2002/03 GPG RFQ Qualification Statement are as stated in the form of Attachment A filed by the bidder on 11 June 2003 and the bidder elects to proceed with those exceptions except as follows:

[Attach letter from BC Hydro accepting the exceptions the bidder has elected to proceed with]

OR

[Attach letter from BC Hydro requesting further information with respect to those exceptions and attach the requested information.]

3. The GPG RFQ Qualification Statement is subject to the following exceptions which exceptions were not identified in a form of Attachment A filed by the bidder on 11 June 2003:

[Describe changes by reference to paragraph numbers in the Qualification Statement and attach the relevant sections of the 2002/03 GPG RFQ Qualification Statement blacklined to show the proposed changes.]

AND

[Attach sufficient information for BC Hydro to determine the impact of the changes on the Mandatory Requirements and the Project Criteria, including in cases where the proposed owner/operator entity and/or guarantor is different from that specified in the 2002/03 GPG RFQ Qualification Statement, evidence of the financial capability and technical experience of the proposed owner/operator or its guarantor, as outlined in Sections 8 and 9 of the 2002/03 GPG RFQ Qualification Statement.]

ATTACHMENT B

DESCRIPTION OF PROJECT, SELLER'S PLANT AND SELLER'S FACILITY

(For insertion into EPA Appendix 5 and Appendix 9)

BIDDER:

PROJECT:

- The definition of "Project", "Seller's Facility" and "Seller's Plant" will be as set out in the letter from BC Hydro to the bidder dated 2 July 2003 unless the bidder's project is either of the following two categories
- If the project is subject to Project Changes described in item 3 of Attachment A – attach the proposed definition of "Project", "Seller's Facility" and "Seller's Plant" blacklined to show changes from the form of definition proposed by BC Hydro on 16 May, 2003
- If the bidder did not file completed definitions of "Project", "Seller's Facility" and "Seller's Plant" on 11 June 2003 - attach the proposed definition of "Project", "Seller's Facility" and "Seller's Plant", blacklined to show changes from the form of definition proposed by BC Hydro on 16 May, 2003
- The proposed point of interconnection will be as set out in the letter from BC Hydro to the bidder dated 25 July 2003.

ATTACHMENT C

**CONTRACTED CAPACITY
(EPA Appendix 2)**

BIDDER:

PROJECT:

The Contracted Capacity for each hour in each month of each year during the Term is the amount expressed in MWh/h, equal to the applicable percentage (in Part II of this Appendix 2) of the applicable amount in Part I of this Appendix 2 where Year 1 commences on COD.

Part I

Average Annual Contracted Capacity (In completing this Table note the allowances set out in the 2002/03 GPG Standard EPA for the calculation of Monthly Capacity Factor LDs and Annual Capacity Factor LDs).

Year	Average Annual Contracted Capacity (MWh/h)	Years in which the Contracted Capacity represents the expected full output of the Seller's Plant (Mark with an "X")
1		<input type="checkbox"/>
2		<input type="checkbox"/>
3		<input type="checkbox"/>
4		<input type="checkbox"/>
5		<input type="checkbox"/>
6		<input type="checkbox"/>
7		<input type="checkbox"/>
8		<input type="checkbox"/>
9		<input type="checkbox"/>
10		<input type="checkbox"/>
11		<input type="checkbox"/>
12		<input type="checkbox"/>

13		<input type="checkbox"/>
14		<input type="checkbox"/>
15		<input type="checkbox"/>
16		<input type="checkbox"/>
17		<input type="checkbox"/>
18		<input type="checkbox"/>
19		<input type="checkbox"/>
20		<input type="checkbox"/>

Part II

Monthly Percentage of Average Annual Contracted Capacity (Note that the numbers inserted in this Table must average to 100% when weighted by the number of days in the month).

Month	Percentage of Amount Stated in Part I
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

ATTACHMENT D

EPA SECURITY REQUIREMENTS

Instructions:

- *For the “Development Security” as defined in the 2002/03 GPG Standard EPA, the security requirement will be fulfilled by a letter of credit. Letters of credit must be in the form of Appendix 6 to the 2002/03 GPG Standard EPA.*
- *For the “Operating Security” as defined in the 2002/03 GPG Standard EPA, state whether the security requirement will be fulfilled by a letter of credit or covenant/guarantee, or by a combination of the foregoing. Note that letters of credit forming part of the Operating Security must be in the form of Appendix 6 to the 2002/03 GPG Standard EPA. The 2002/03 GPG Standard EPA also sets out the requirements for covenants and guarantees forming all or part of the Operating Security.*
- *If the Operating Security requirement will be fulfilled in whole or in part by covenant of the Bidder, provide the Bidder’s credit rating and specify the credit rating agency.*
- *If the Operating Security requirement will be fulfilled in whole or in part by guarantee, provide the guarantor’s credit rating and specify the credit rating agency.*
- *If security will be fulfilled in whole or in part by a letter of credit, provide the name of the proposed issuing or confirmation bank.*
- *For Bidder and, if applicable, guarantor, provide the following information:*
 - *Full legal name*
 - *Date and jurisdiction of incorporation/formation*
 - *Names and addresses of directors and senior officers*

BC HYDRO

2002/03

GREEN POWER GENERATION

CALL FOR TENDERS

TENDER FORM

PART II – BID PRICE

TO: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (“BC HYDRO”)

In connection with the Tender Form, Part I – Non Price Information and Price Adjustments submitted herewith in a separate sealed envelope, the undersigned (“Bidder”) confirms to BC Hydro that

1. Its “Bid Price” referenced in paragraph 10 thereof, is:

\$ /MWh (in 1 January 2003 Canadian dollars and whole cents only).

This Tender is submitted by the following;

Bidders Name:

Bidders Address:

Fax No.:

Email:

DATED , 2003

[BIDDER SIGNATURE]