

VANCOUVER ISLAND – CALL FOR TENDERS

TENDER FORM

Issued: 30 June 2004

[Revised: 30 July 2004](#)

TO: British Columbia Hydro and Power Authority
10th Floor
333 Dunsmuir Street
Vancouver, British Columbia V6B 5R3
Canada

Attention: VI CFT Records Manager

INSTRUCTION: Complete the full legal name of the bidder and a Tender ID# in the spaces below. Tender ID#s should be sequential (i.e. ID#1, ID#2, etc.) for each separate Tender submitted by the same bidder.

Name of Bidder:

Tender ID#:

Pursuant to the BC Hydro Call for Tenders for Capacity and Associated Energy Supply on Vancouver Island, issued 31 October 2003, as amended (the “CFT”), the undersigned (“Bidder”) hereby submits a Tender, being its offer on the following terms and conditions:

1. **Definitions:** Words and phrases defined in the CFT and used in this Tender have the meanings given in the CFT, unless otherwise defined herein.
2. **Tender Contents:** This Tender consists of the following, all delivered in sealed envelopes or boxes concurrently herewith:

- **Envelope #1- Bidder and Project Information, consisting of:**
 - *One originally executed Tender Form,*
 - *One originally executed and bound copy and one unbound and 6 bound copies of Mandatory Criteria/Development Risk Information, consisting of:*
 - *Part 1 – Bidder and Project Information,*
 - *Part 2 – Supplementary Financial Information,*
 - *Part 3 – Development Risk Information, and*

- *Part 4 – Fuel Supply Certainty Information,*
 - *One originally executed Agreement Information Form,*
 - *One originally executed Tender Security;*
- Envelope #2 – *One copy of Financial Statements; and*
- Envelope #3 – *One originally executed Price Information Form,*

all of the foregoing being hereby incorporated by reference into, and forming part of, this Tender.

3. **Project(s):**

INSTRUCTION: *List Name and ID# for each project included in this Tender. IDs should be lettered sequentially (i.e. ID-A, ID-B, etc.). ~~Add additional rows, if necessary.~~ If more than one project is listed, complete and submit Mandatory Criteria/Development Risk Information, an Agreement Information Form and a Price Information Form for EACH project. (Bidders that are submitting a Tender for a project with and without duct firing and/or with and without dual fuel capability should list each such scenario as a separate project and complete and submit a separate Mandatory Criteria/Development Risk Information, Agreement Information Form and Price Information Form for each such scenario.)*

This Tender is submitted in respect of the following project(s):

PROJECT NAME	PROJECT ID

4. **Mutually Exclusive Tender:**

INSTRUCTION: Complete this section ONLY if this Tender is mutually exclusive of one or more other Tenders submitted by the same bidder. If inapplicable, ~~leave this section blank~~ fill in “NOT APPLICABLE” or “NA”.

This Tender is one of multiple Tenders submitted by the same Bidder, and this Tender is mutually exclusive of the following Tenders submitted by the Bidder and identified by Tender ID#:

5. **Bidder Acknowledgements, Representations and Warranties:** The Bidder acknowledges, and represents and warrants to BC Hydro, as follows:

- (a) The Bidder is a registered bidder, or an Affiliate of a registered bidder, and the Bidder or such Affiliate has been pre-qualified to submit this Tender under the CFT;
- (b) The Bidder shall not sell, transfer or assign all or any part of the Bidder’s interest in this Tender, and no change in Control of the Bidder shall occur, in either case prior to the execution and delivery of an EPA, if any, awarded pursuant to this Tender or the expiry of this Tender, whichever shall first occur. The Bidder acknowledges that, upon award of an EPA pursuant to this Tender, the Bidder will become bound by Section 18 – Assignment of the EPA;
- (c) The Bidder has reviewed carefully and fully understands the CFT, including, (i) all Addenda and other documents posted on or before 7 days prior to the Tender Closing Time to <http://bchydro.com/vicft>, (ii) the Final Form EPA, and (iii) the QEM;
- (d) The Bidder has undertaken such further and other review and investigation, and taken such legal, accounting, engineering and other advice, as is necessary for it to determine to its satisfaction the correctness and adequacy of all prices and other information contained herein and to have an accurate and complete understanding of its rights and obligations under an EPA, if awarded to it pursuant to this Tender;
- (e) In preparing and submitting this Tender, the Bidder has not relied upon any information furnished to it by BC Hydro, whether orally, in writing, electronically or in any other form whatsoever, except as otherwise provided in the Final Form Agreements;
- (f) The Bidder has complied in all material respects with the terms and conditions of the CFT, including without limiting the foregoing section 18.3 – Code of Conduct, section 18.19 – No Collusion, and section 18.20 – No Lobbying;
- (g) The Bidder shall provide promptly in writing to BC Hydro at its request pursuant to section 18.7 of the CFT further information, clarification or verification concerning this Tender, and any such further information, clarification or verification shall be true and correct in all material respects;

- (h) BC Hydro may undertake, but is not obliged to undertake, such further and other investigation and enquiry concerning any Bidder, Tender and information contained therein, and project(s) in respect of which any Tender is submitted, as BC Hydro in its sole and unfettered discretion considers necessary or desirable in connection with the evaluation of this Tender;
- (i) BC Hydro may contact any person identified as a “Contact Person” in the Bidders’ Pre-Qualification Submission or this Tender;
- (j) The information furnished by the Bidder and contained in the Tender is true and correct in all material respects;
- (k) All or any part of the Bid Capacity specified in this Tender, and associated energy, is not under any contract or commitment, which is not cancelable by the Bidder, providing for the sale or delivery thereof to BC Hydro or to any other Person at any time that would be within the Term of an EPA, if any, awarded upon acceptance of this Tender;
- (l) the Tender Security delivered herewith is delivered pursuant to, and in accordance with, section 8 of the Tender General Instructions and section 10.7 of the CFT and may be dealt with in accordance with section 10.7 of the CFT; and
- (m) The execution and delivery of this Tender has been duly authorized by all necessary corporate action or other approvals, and this Tender has been executed and delivered by duly authorized directors, officers or other representatives of the Bidder, and constitutes a legal and valid offer, which is binding upon the Bidder and its successors.

6. **Offer:** The Bidder hereby offers to BC Hydro that if this Tender is accepted on or before the expiry date thereof as stated herein by written notice of acceptance given by BC Hydro to the Bidder in accordance with section 15.4 of the CFT, then the Bidder shall:

- (a) execute and deliver to BC Hydro an EPA (the “EPA”) in the form of the Final Form EPA, completed only with the information set out expressly in the Agreement Information Form and Price Information Form, both as included in this Tender;
- (b) deliver to BC Hydro the Development Security required by the EPA,

in each case within 7 days after delivery by BC Hydro to the Bidder of two execution copies of the EPA.

7. **VIGP Election:**

INSTRUCTION: Complete this section ONLY if the Bidder has made the VIGP Election as permitted by section 5.2 of the CFT, and was pre-qualified in respect of that project. (Bidders that are submitting a Tender for a project, to which the VIGP Election relates, with and

without duct firing capability and/or with and without dual fuel capability should list each such scenario as a separate project as in Section 3 of this Form.)

The Bidder has made the VIGP Election in respect of the project included in this Tender, as indicated below:

PROJECT NAME	PROJECT ID

If this Tender is submitted in respect of a project for which the Bidder has made the VIGP Election as indicated above, then:

- (a) the acknowledgements, representations and warranties given by the Bidder in respect of the EPA and the Final Form EPA under subsections 5(b), (c) and (d) are also hereby given in respect of the VIGP Transfer Agreement and the Final Form VIGP Transfer Agreement, and all references therein to the EPA or the Final Form EPA are hereby revised to read “the EPA and the VIGP Transfer Agreement” and “the Final Form Agreements”, respectively;
- (b) In addition to the offer set out in section 6 above, the Bidder hereby offers to BC Hydro that if this Tender is accepted on or before the expiry thereof by written notice of acceptance given by BC Hydro to the Bidder in accordance with section 15.4 of the CFT, then the Bidder shall:
 - (i) execute and deliver to BC Hydro a VIGP Transfer Agreement in the form of the Final Form VIGP Transfer Agreement (the “VIGP Transfer Agreement”) completed only with the name and address of the Purchaser which will correspond with the name and address of the Seller under the EPA as indicated in tender data EPA1 on the Agreement Information Form and the address and fax number for delivery of notices in Section 13.9(d) which will correspond with the address and fax number for delivery of notices to the Seller under the EPA as indicated in tender data EPA2 on the Agreement Information Form, and
 - (ii) deliver to BC Hydro the “Deposit”, as defined in the Final Form VIGP Transfer Agreement,

concurrently with delivery of execution copies of the EPA and the Development Security required thereunder.

8. **Acceptance:** The offer set out in section 6 (and, if applicable, section 7) above may be accepted by a written notice of acceptance given by BC Hydro to the Bidder in accordance with section 15.4 of the CFT at any time before the expiry thereof in accordance with section 9 below, whether or not any other Tender (other than a mutually exclusive Tender submitted by the undersigned) submitted by the Bidder or any other Tender submitted by any other Person has been accepted. From and after delivery of such notice of award and until full execution and delivery of the EPA (and, if applicable, the VIGP Transfer Agreement), this Tender, together with the notice of award shall constitute a binding legal agreement between the Bidder and BC Hydro.

9. **Offer Validity:** The offer set out in section 6 (and, if applicable, section 7) above is executed under seal and constitutes a legally valid and unconditional offer, and is irrevocable until 4:00 pm PPT on the 105th day after the Tender Closing Time, or if that day is not a day on which banks in Vancouver are open for business, then on the next following day on which such banks are open for business.

10. **Joint and Several Liability:** If the Bidder is a general partnership or a joint venture, then the liability of the partners or the joint venturers under or in relation to this Tender, the offer constituted hereby, and any agreement arising upon acceptance of such offer, is joint and several and not several only.

11. **Authorized Signatory for Supporting Documents:** The following person, whose specimen signature appears below, is authorized to execute the Mandatory Criteria/Development Risk Information, the Agreement Information Form and the Price Information Form, all on behalf of and to bind the Bidder:

Name:

Office Held:

Specimen Signature: _____

IN WITNESS WHEREOF this Tender has been executed by the Bidder on ___ August 2004.

[IF BIDDER IS A CORPORATION, USE THE FOLLOWING SIGNATURE BLOCK]

The corporate seal of [Full legal name of Bidder]
was hereunto affixed in the presence of:

[Affix Corporate Seal]

Signature

Insert Name and Office Held

[IF BIDDER IS A GENERAL LIMITED PARTNERSHIP, USE THE FOLLOWING SIGNATURE BLOCK]

**[Full legal name of Bidder], a limited partnership,
by its General Partner, [Full legal name of General
Partner], which has hereunto affixed its corporate
seal in the presence of:**

[Affix Corporate Seal]

Signature

[Affix Corporate Seal]

Insert Name and Office Held

***[IF BIDDER IS A GENERAL PARTNERSHIP, USE THE FOLLOWING SIGNATURE
BLOCK]***

**[Full name of Bidder], a general partnership,
by its partners:**

**Partner #1 - The corporate seal of [Full legal name of Bidder]
was hereunto affixed in the presence of:**

[Affix Corporate Seal]

Signature

Insert Name and Office Held

**Partner #2 The corporate seal of [Full legal name of Bidder]
was hereunto affixed in the presence of:**

[Affix Corporate Seal]

Signature

Insert Name and Office Held

[IF BIDDER IS A JOINT VENTURE, USE THE FOLLOWING SIGNATURE BLOCK]

**[Full name of Bidder], a joint venture,
by its members:**

**JV Member #1 - The corporate seal of [Full legal name of Bidder]
was hereunto affixed in the presence of:**

[Affix Corporate Seal]

Signature

Insert Name and Office Held

**JV Member #2 The corporate seal of [Full legal name of Bidder]
was hereunto affixed in the presence of:**

[Affix Corporate Seal]

Signature

Insert Name and Office Held