



Eden Geothermal Limited  
The Eden Project  
Bodelva  
Par  
PL24 2SG

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Date: 8<sup>th</sup> April 2021

### **INVITATION TO TENDER**

Dear Sir/Madam

<b>Project</b>	Eden Geothermal Project
<b>Tender Name</b>	Facilities maintenance services for a deep geothermal drilling site at the Eden Project
<b>Tender reference</b>	EGL-ITT-R012

You are invited to submit a competitive tender for facilities maintenance services for a project co-funded by the European Regional Development Fund.

Please submit your proposal in full no later than:

**Thursday 29<sup>th</sup> April 2021 at 16:00 hours**

Except under exceptional circumstances, no extension of time and date by which the tender must be submitted will be granted. Late submissions will not be accepted.

Any query in connection with this tender or the invitation to tender shall be submitted in writing (by email) to [tenders@edengeothermal.com](mailto:tenders@edengeothermal.com) by:

**Wednesday 21<sup>st</sup> April 2021 at 12.00 noon**

We look forward to receiving your submission.

Yours faithfully

Augusta Grand  
Executive Director



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## Invitation to Tender:

# Facilities maintenance services for a deep geothermal drilling site at the Eden Project

<b>Project</b>	<b>Eden Geothermal Project</b>
<b>Tender reference</b>	EGL-ITT-R012
<b>Revision</b>	Ver 1.0
<b>Release Date</b>	8 <sup>th</sup> April 2021
<b>Issuer</b>	Eden Geothermal Limited ("EGL")
<b>Supplier Response Date</b>	29 <sup>th</sup> April 2021 at 16.00

# Contents

## PART A: INSTRUCTIONS TO TENDERERS

<b>1 Instructions for Completion</b>	<b>7</b>
1.1 Submission Details	7
1.2 Enquiries and Tender Queries	8
1.3 Format of Tender Submission	8
1.4 Project Description	8
1.5 Outline of Requirements	9
1.6 Validity Period	9
1.7 Form of Contract	9
1.8 Financial Terms	9

<b>2 Timetable</b>	<b>10</b>
--------------------	-----------

## PART B: BACKGROUND INFORMATION

<b>3 Background Information</b>	<b>11</b>
3.1 Eden Geothermal Project	11
3.2 About Eden Geothermal Ltd	12

## PART C: EGL's REQUIREMENTS / SCOPE OF WORK

<b>4 EGL's Requirements/Scope of Work</b>	<b>13</b>
4.1 General Contractor Requirements	13
4.2 Civils maintenance	13
4.3 Offices maintenance	13
4.4 Electrical / mechanical maintenance	14
4.5 Plumbing maintenance	14
4.6 Checks and audits	14
4.7 Response times	14

## PART D: RETURN OF TENDER

<b>5 Tender Completion Documentation</b>	<b>16</b>
5.1 Company Information	17
5.2 Technical Submission	18
5.3 Commercial Submission	18
5.4 Confidential/Commercially Sensitive Information	19

## Contents continued

### PART E: EVALUATION PROCESS

<b>6 Evaluation Process</b>	<b>20</b>
6.1 Company Information	21
6.2 Technical Evaluation	21
6.3 Commercial Evaluation	22
6.4 Total Score	23
6.5 Clarification	23
6.6 Award and Notification	23

### PART F: CONDITIONS

<b>7 Conditions</b>	<b>24</b>
7.1 Confidentiality and Freedom of Information	24
7.2 Language	24
7.3 Applicable Law	24
7.4 Additional Costs	25
7.5 Costs	25
7.6 Right to Cancel or Vary the Process	25
7.7 Inducements	25
7.8 Disclaimer	25

### PART G: SCHEDULES (TENDER SUBMISSION TEMPLATES)

Schedule 1a: Company Information	27
Schedule 1b: Economic and Financial Standing	28
Schedule 1c: Legal Matters and Disputes	29
Schedule 1d: Grounds for Mandatory Exclusion	31
Schedule 1e: Other Grounds for Exclusion	34
Schedule 1f: Insurance Cover	36
Schedule 1g: Equality and Diversity	37
Schedule 1h: Health and Safety	38
Schedule 1i: Quality Assurance, Environmental Management Systems and Corporate and Social Responsibility	39
Schedule 1j: Company Experience	40
Schedule 2: Declarations	43
Schedule 3: Technical Submission Form	44
Schedule 4: Commercial Submission Form	46



## Contents continued

Schedule 5: Commercially Sensitive Information 48

### APPENDICES

Appendix A: Plan of Drilling Site 49

## PART A: INSTRUCTIONS TO TENDERERS

### 1 Instructions for Completion

#### 1.1 Submission Details

Eden Geothermal Limited is issuing this Invitation to Tender (ITT) for provision of facilities maintenance services at a deep geothermal drilling site at the Eden Project, Cornwall PL24 2SG, UK.

The Applicant will be required to submit a written proposal as part of the response, in the form set out. Applicants must submit their tenders as two separate sets of documents, to ensure separation of technical and commercial bids.

- Document set one: Company Information (Schedules 1a – 1j), Declaration (Schedule 2), and Technical Submission (Schedule 3); sent separately from
- Document set two: Commercial Submission (Schedule 4).

The Applicant should send a signed electronic copy of the two sets of documents by email, quoting the contract title EGL-ITT-R012. Submissions should include any relevant appendices and be in PDF or read-only format. Tenders should be submitted to [tenders@edengeothermal.com](mailto:tenders@edengeothermal.com) and must be received into the mailbox by the deadline of **29<sup>th</sup> April 2021 at 16.00 hours**. EGL recommends a maximum attachment file size of 20MB; tenderers may send their submission as several emails – provided Schedule 4/Commercial Submission is sent separately from other parts of the tender.

Emailed tenders will be received up to the time and date stated. Any tenders received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time. EGL reserves the right to not consider any tenders submitted after the deadline, in which event late bids will not be accepted.

Please note that, due to current UK government guidelines on working from home during the Covid-19 pandemic, EGL has suspended its requirement to submit hard copy tenders by post. Only electronic copies submitted by email will be required.

Applicants may request extensions to submission deadlines with a valid reason, which may be accepted at the discretion of the Evaluation Panel of Eden Geothermal Limited. All other Applicants will be notified of any extension that is granted.

Applicants are advised that Eden Geothermal Ltd is not bound to accept the lowest price submitted, and will not reimburse any expense incurred by Applicants during the tendering process.

Any information relating to Eden Geothermal Ltd and supplied by Eden Geothermal Ltd in relation to this project shall be retained by the Applicant in strictest confidence.

## 1.2 Enquiries and Tender Queries

Please register your interest by emailing the address below, quoting the tender reference number EGL-ITT-R012.

Send all enquiries by email, by the deadline stated at Section 2, quoting the tender reference printed at the front of this document (EGL-ITT-R012) to:

[tenders@edengeothermal.com](mailto:tenders@edengeothermal.com)

Bidders shall provide a single point of contact in their organisation. Eden Geothermal Ltd shall not be responsible for contacting the bidder through any route other than the nominated contact. The bidder must therefore undertake to notify Eden Geothermal Ltd of any changes relating to the point of contact.

Applicants are advised that, where Eden Geothermal Ltd considers appropriate, a copy of any such enquiries will be distributed to all Applicants along with the response, although the original Applicant's identity will remain confidential. Applicants will only receive the response if they have registered their interest.

## 1.3 Format of Tender Submission

Applicants must provide the following:

1. Company Information – Schedules 1a to 1j inclusive
2. Declarations – Schedule 2
3. Technical submission – Schedule 3
4. Commercial submission – Schedule 4 (submitted separately)

## 1.4 Project Description

There is a brief description of the Eden Geothermal Project in Part B (Section 3). More information can be found on our website at [www.edengeothermal.com](http://www.edengeothermal.com)



## 1.5 Outline of Requirements

The full description and scope of services to be provided are set out in Part C.

In summary, Eden Geothermal Limited requires an integrated Facilities Contractor to provide reactive emergency repair and maintenance for multi-trade services on its deep geothermal site. This may involve emergency call-outs, for which a rapid response will be expected.

The services will be required during drilling and testing of the first geothermal well – from April 2021 to September 2021.

## 1.6 Validity Period

Tenders must remain valid for acceptance for a period of 90 days from the Tender Return Date.

## 1.7 Form of Contract

The form of contract between EGL and the successful bidder is to be agreed with the successful bidder, but is likely to comprise:

- EGL or Contractor Terms and Conditions
- Part C of this document (Technical Requirements and Specifications)
- Schedules 3 and 4 of this document as submitted by the successful bidder.

## 1.8 Financial Terms

All prices will be fixed, in £ sterling, exclusive of VAT and inclusive of all other taxes and duties.

Services provided will be invoiced monthly in arrears.

## 2 Timetable

This procurement will follow a clear, structured and transparent process at all times, to ensure that all Applicants are treated equally. The key dates for this procurement (timetable) are as follows:

Process	Date
Issue of Tender	Thursday 8 <sup>th</sup> April 2021
Closing date for clarification questions	12:00 hours Wednesday 21 <sup>st</sup> April 2021
EGL to respond to clarification questions	Thursday 22 <sup>nd</sup> April 2021
Tender return date	16:00 hrs Thursday 29 <sup>th</sup> April 2021
Award decision communicated to the winning tenderer	Tuesday 4 <sup>th</sup> May 2021
Notify unsuccessful tenderers	Tuesday 4 <sup>th</sup> May 2021
Expected contract award date	Thursday 6 <sup>th</sup> May 2021
Expected contract start date	Thursday 6 <sup>th</sup> May 2021
Expected programme start	Thursday 6 <sup>th</sup> May 2021
Expected contract completion date	September 2021

**Date set for the receipt of bids at Eden Geothermal Ltd: 29<sup>th</sup> April 2021 at 16.00.**

## PART B: BACKGROUND INFORMATION

### 3 Background Information

#### 3.1 Eden Geothermal Project



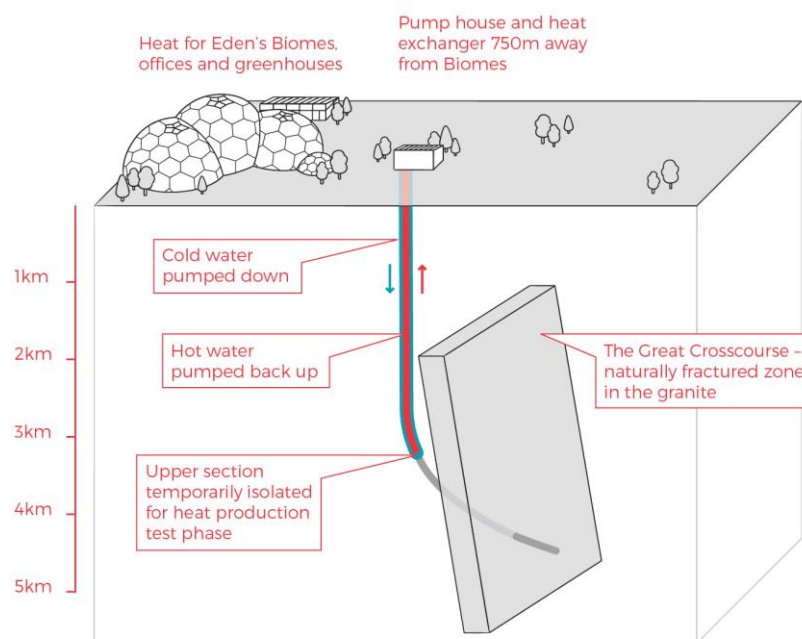
The Eden Geothermal Project is run by Eden Geothermal Ltd (EGL), an SPV set-up to manage and implement the development of a deep geothermal energy plant at the Eden Project, Cornwall PL24 2SG. Funding is in place and planning permission has been obtained.

The ultimate aim of EGL is to develop a two-well deep geothermal system that will produce both direct heat and power, some of which will provide direct supply to the Eden Project, with the remainder being exported. With an anticipated gross electric capacity of around 7 MW<sub>e</sub> and the ability to generate around 90% of the time, the Eden Geothermal Plant could produce enough electricity to supply the Eden Project and around four to five thousand households, as well as heating for the biomes and greenhouses at the Eden Project - and potentially some district or industrial heating.

This will be achieved by drilling two boreholes - a production and an injection well - to a vertical depth of approximately 4500m and into a known steeply inclined fault in the granite beneath Eden. The temperature at total depth is expected to be in the range of 170 - 190°C. Superheated water brought to surface in the production well will be used to generate electricity and provide heat, and then, being cooled off, will be returned to the fault via the injection well.

The project will be completed in two independent project phases. The first well and the associated test programme represent a self-contained project phase (co-financed by the European Regional Development Fund, Cornwall Council and private investment) with an emphasis on exploration. This project stage comprises (i) finalisation of design; (ii) site preparation & installation of infrastructure; (iii) drilling the first deep well; (iv) well/fault permeability testing; and (v) heat demonstration over a period of 12 months to satisfy ERDF outputs. This first project phase is the focus of this Invitation to Tender.

### Phase 1 of Eden Geothermal Project



A successful first phase will pave the way for the drilling of a second well and the construction of the combined heat and power plant.

### 3.2 About Eden Geothermal Ltd

Eden Geothermal Limited is a special purpose vehicle set up to develop the geothermal project at the Eden site. The project combines the famous Eden Project site with EGS Energy Ltd's and BESTEC (UK) Ltd's technical expertise and experience in the geothermal sector.

Eden Geothermal Limited has been allocated funding from the European Regional Development Fund and from Cornwall Council, together with private investment match funding, to undertake the first phase as an Industrial Research Project.

More information about the Eden Geothermal Project, and about Eden Geothermal Ltd, can be found on our website: [www.edengeothermal.com](http://www.edengeothermal.com)

## PART C: EGL'S REQUIREMENTS/ SCOPE OF WORK

### 4 EGL's Requirements / Scope of Work

EGL invites tenders for provision of facilities maintenance services for its deep geothermal site, which is located just inside the north entrance to the Eden Project. (See Appendix A for site map.) The services will be required during Phase 1 of the Eden Geothermal Project, between April 2021 and September 2021.

Our requirements are set out in full in the sections below, which should be read in conjunction with Schedule 3.

#### 4.1 General Contractor Requirements

- Safe working method statements and pre-job risk assessments shall be carried out prior to all work being carried out.
- All work is to be fully insured with policies in place as per Schedule 1f.
- The contractor must plan and deliver all services in a manner compliant with relevant HSE requirements, including completing and retaining relevant paperwork and records.
- The contractor must ensure the operational needs of EGL's business are considered at all times (i.e. disruption to the drilling programme is to be avoided).
- Skilled and experienced operatives with excellent standards of competence will be required. Specialist sub-contractors shall be employed when needed.

#### 4.2 Civils maintenance to include:

- Grounds maintenance
- Minor groundworks and construction, such as repair of roadways and storage areas
- Maintenance of site drainage, waste water system and flood damage=
- Making safe damaged areas
- Tree/Hedge pruning

#### 4.3 Offices maintenance to include:

- General repair and maintenance of site buildings/units and other facilities, such as breakages, leaks, door/lock faults, glazing, and furniture/fittings repairs.
- Maintenance of smoke detectors, fire extinguishers and other emergency life-saving systems

#### 4.4 Electrical / Mechanical maintenance to include:

- Repair of electrical faults and unexpected failures
- Repair and maintenance of security and CCTV equipment, lighting, electric gates
- Mechanical and electrical maintenance, as required
- Portable appliance testing (PAT)
- RCBO & RCD Testing

#### 4.5 Plumbing maintenance to include:

- Repair of mains water and sewage/waste water pipe lines, facilities and accessories
- Maintenance of connections of temporary site units to existing mains water and sewage systems
- L8 Water Hygiene – temperature checks, shower head cleans etc.

#### 4.6 Checks and Audits

Regular audits will be required, to check and record proper functioning/maintenance of the following (list may not be exhaustive):

- Gate Safety systems
- Site Lighting
- PAT Testing frequency as required
- Smoke Alarms
- Interceptor and Cesspit Alarms
- Extinguisher checks

It is envisaged that these checks will take place monthly, or as required by law, and that a complete audit will require approximately 4 hours

#### 4.7 Response Times

Fast response and availability are required, so that EGL's business can operate normally with minimal disruption

1 hour response:

- Loss of Power
- CCTV fault
- Gate fault
- Major Water leak
- Blocked Sewer or Wastepipe



4 hours response:

- Broken locks
- Damaged Fence
- Minor water leak

72 hours response:

- Pot holes

## PART D: RETURN OF TENDER

### 5 Tender Completion Documentation

This Section provides information to help Tenderers prepare their tenders. Applicants are advised to read all the documentation carefully to ensure that they are familiar with the nature and extent of their obligations should their tender be accepted.

The Applicant must complete and return all relevant documents as part of their Tender response. The tender return templates are contained in Part G:

1. Company Information – Schedules 1a to 1j inclusive
2. Declarations – Schedule 2
3. Technical submission - Schedule 3
4. Commercial submission – Schedule 4 (to be submitted separately).

Schedules 1, 2 and 3 may be submitted jointly but Schedule 4 must be submitted as a separate document. Submitting prices with your technical submission will result in your bid being disqualified.

It is the responsibility of the Applicant to inform EGL of any matter that may affect the Applicant's qualification.

All Applicants must complete Schedules 1, 2, 3 and 4. Applicants must ensure that all questions are completed in full, in English, and in the format requested. Failure to do so may result in the submission being disqualified. Applicants are expected to supply all required information, or clearly state the reason for being unable to do so. Where the question does not apply, please state clearly 'N/A'. Where the answer is a statement of fact, it must be accurate. It is the Applicant's responsibility to ensure that EGL is not misled.

Any appropriate supporting documents (e.g.; maps, brochures, organisation charts, etc.) should be included as additional information. Please supply them as an Appendix. They should be numbered clearly and listed as part of your declaration. PDF is the only acceptable electronic file format. Any additional documents provided by the Applicant must refer to a specific item within the ITT and be easily identifiable as the answer to a particular question or set of questions.

Should the Applicant wish to propose a deviation from the specification, please ensure that this is clearly identified in the response where appropriate.



## 5.1 Company Information

### 5.1.1 Company Details

The Applicant must complete the details required in **Schedule 1a**. Where the Applicant is a consortium or partnership bidder, Schedule 1a must be completed by each member of the consortium or partnership.

### 5.1.2 Financial Matters

The Applicant is required to provide the information requested in **Schedule 1b**. In the case of a consortium or partnership bid, all members of the consortium or partnership should complete this information. This section may be used, in conjunction with credit reference agency checks if necessary, to gain a basic indication of the financial stability of the Applicant. The determination of the appropriate risk level will be proportionate and relevant to the size, value and nature of the specific contract being tendered. For this contract, EGL will wish to see Capital and Reserves in excess of 25,000 GBP. Where the company does not have the required level of reserves, we will accept parent company or personal guarantees to the same value. EGL reserves the right to undertake further independent financial checks, if it feels it important to do so. Financial responsibility cannot be shared. Consortium or partnership bids must state one of the members of the partnership as the Lead Applicant, which will be the financially responsible party.

### 5.1.3 Legal Matters, Disputes and Conflicts

EGL is obliged to consider certain legal and conflict matters that could affect the ability of the Lead Applicant, or its partners, to deliver the services required for this contract. Some of these matters would lead to a mandatory exclusion. The Lead Organisation and its partner organisations must complete answers to all the questions in **Schedule 1c, 1d** and **1e**.

If the answer to any of the questions is 'yes', please provide full details and the steps taken as a consequence.

### 5.1.4 Insurances

For any Applicant to be successful, adequate insurance cover will be required. The minimum levels are indicated in Schedule 1f. The Lead Organisation, and any partners or consortium members, must complete **Schedule 1f** with the relevant information and confirm that the details entered are correct. If the Applicant does not currently have the required level of insurance, please confirm that it will have the cover required should it be awarded the contract. If the policy held is in the aggregate, the remaining cover must exceed the minimum requirements shown.

### 5.1.5 Equality and Diversity

The Lead Organisation must complete **Schedule 1g** confirming that their organisation and any partner or sub-contract organisation complies with its legal obligations under European law relating to equality and diversity.

### 5.1.6 Health & Safety, Quality Assurance and Environment

The Applicant must supply a copy of all relevant Health and Safety, Environmental Management and Quality Assurance policies as requested in **Schedules 1h & i**. In the case of a consortium or partnership bid, the Health and Safety, Quality Assurance and Environment policies of the lead Applicant shall be submitted with the proposal and shall prevail.

### 5.1.7 Company Experience

The Applicant should provide details in **Schedule 1j** of up to three contracts which demonstrate the expertise and experience of the lead Applicant and any proposed partners or sub-contractors in relation to EGL's requirements. References should be available for these contracts if possible.

### 3.18 Declaration

The Applicant (or each partner or member organisation in the case of a consortium bid) must complete the Declaration in **Schedule 2**.

## **5.2 Technical Submission**

The detailed requirements and scope of work for the contract are set out in Part C. The Applicant's submission should take into account all relevant factors contained within the information, although EGL does not accept any responsibility for the accuracy or completeness of the information. Applicants must submit their bid based on the technical requirements described in Part C.

The Applicant must complete **Schedule 3**, setting out their proposal for meeting EGL's requirements for this contract. This will be used as the quality/technical evaluation.

## **5.3 Commercial Submission**

The Applicant is required to provide the prices requested in Schedule 4, which will include daily personnel rates and other ancillary prices, and a price summary for evaluation purposes based upon the project programme period provided.

All prices will be quoted in pounds sterling and should exclude VAT. If some prices are only estimated at this stage, please make it clear which these are.

Where applicable, EGL will pay any VAT incurred at the prevailing rate (currently 20%). If the VAT rate changes, EGL will pay any VAT incurred at the new rate. It is the responsibility of the Applicant to check their VAT position with HMRC before submitting a bid.



On award of the tender, the form and content of the contract with the successful bidder is set out in Appendix B, and will include the prices set out in Schedule 4 by the successful bidder.

#### **5.4 Commercially Sensitive Information**

Please outline in **Schedule 5** any items that the Lead Organisation or its partners consider to be genuinely Confidential and/or Commercially Sensitive and which should not be disclosed in respect of your Tender.

## PART E: TENDER EVALUATION

### 6 Evaluation Process

This Section specifies the criteria to be used to determine the successful applicant and the requirements for the tenderer's qualification to perform the contract.

All applicants must prepare separate technical and commercial bid documents. Submission of prices with your technical bid will result in it being disqualified.

Technical and commercial bids must be received by Eden Geothermal Ltd in separate PDF files and hard copy documents, each quoting the tender number in the title.

**All bids will be impartially evaluated against the same criteria by an 'Evaluation Panel' on behalf of Eden Geothermal Limited.**

The evaluation process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most technically and economically advantageous tender. Each tender submission will be evaluated only on the information that is provided by the Applicant. Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

Technical documents and bids will be restricted to the members of the Evaluation Panel, which has full power to make decisions on behalf of Eden Geothermal Limited. The evaluation will be carried out by the Evaluation Panel in distinct sections, with weightings applied where appropriate:

Title	Evaluation Method
Company Information (Schedule 1)	Pass / Fail
Declarations (Schedule 2)	Pass / Fail
Technical (Quality) Criteria (Schedule 3)	40%
Commercial Criteria (Schedule 4)	60%

## 6.1 Company Information

The Company Information will be evaluated first and Applicants will be required to pass this stage before their Tenders are evaluated on the basis of their technical and commercial submission.

Ten criteria will be used to evaluate tenders, each being scored on a pass or fail basis. Applicants must pass all criteria to proceed to the remainder of the evaluation. The criteria are:

- a) Company Information – Schedule 1a
- b) Economic and Financial Standing – Schedule 1b
- c) Legal Matters – Schedule 1c
- d) Grounds for Mandatory Exclusion – Schedule 1d
- e) Other Grounds for Exclusion – Schedule 1e
- f) Insurance – Schedule 1f
- g) Equality and Diversity – Schedule 1g
- h) Health & Safety – Schedule 1h
- i) Quality Assurance and Environmental Management Systems – Schedule 1i
- j) Company Experience – Schedule 1j

The Company will be evaluated as follows:

Schedules 1a and 1b will be reviewed separately. The review of the Applicant's submission will only proceed to the remainder of Schedule 1 and Schedule 2 where the reviewer deems that the Applicant has passed these sections.

EGL will exclude any Applicant who answers 'Yes' in any of the situations in Schedule 1d, and may also exclude any Applicant who answers 'Yes' in any of the situations in Schedule 1e.

If the Applicant is made up of a Lead Organisation and other organisations who have jointly entered into a consortium, joint venture or other contracting arrangement, each of the organisations must pass all the criteria in order for the Tender to proceed to the remainder of the evaluation.

## 6.2 Technical Evaluation

Only Applicants that have passed the evaluation of Company Information will have their technical bids evaluated by the Evaluation Panel.

The technical submission should be completed with reference to the requirements and specifications set out in Part C and Schedule 3.

The quality of the technical submission will be scored in accordance with the Scoring Matrix shown below:

- |                             |   |
|-----------------------------|---|
| <b>5</b> Excellent          | Extremely good demonstration of relevant ability, understanding, experience, skills, resources and quality measures required to provide the services, with full evidence provided to support this.            |
| <b>4</b> Good               | Above average demonstration of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the services, with a majority of evidence provided to support this. |
| <b>3</b> Acceptable         | Satisfactory demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the services, with some evidence to support this.                   |
| <b>2</b> Minor Reservations | Some reservations regarding the relevant ability, understanding, experience, skills, resources or quality measures required to provide the services, with little or no evidence to support this.              |
| <b>1</b> Major Reservations | Serious reservations regarding the relevant ability, understanding, experience, skills, resources or quality measures required to provide the services, with no evidence to support this.                     |
| <b>0</b> Unacceptable       | Non-compliance and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and quality measures required to provide the services.          |

### **6.3 Commercial Evaluation**

The Commercial Evaluation will be carried out for all submissions that that have been included in the Technical Evaluation (Schedule 3). Commercial submissions from those who failed to pass Schedules 1 and 2 will be destroyed unopened.

The commercial offer will be judged by reference to the tendered total price. The median price of all the tender prices will be calculated and this will be judged to equal 50% of the available commercial marks. Points will be awarded or deducted from this median score in proportion to the amount that the tender price is lower than or exceeds the median price. The maximum points will be awarded for offers which are less than or equal to half the median, and nil points will be awarded for offers which are more than or equal to double the median value.

Where EGL believes that the tendered prices have been prepared on an inconsistent basis with the other tenders, which creates an unfair advantage to the tenderer's offer, EGL will request that further information is provided to enable the Commercial evaluation to be carried out on a fair basis.

#### **6.4 Total Score**

The final 'Total Score' will be calculated by converting the Technical Evaluation score and the Commercial Evaluation score into percentages, which are then combined according to the weighting stated in the table in Section 6. The selected Applicant will be the one with the highest Total Score and this will be the award decision.

The Evaluation Panel will have the authority to send out a Letter of Intent to the proposed awardee, which should state that a contract will be awarded.

#### **6.5 Clarification**

During the evaluation process, EGL may need to seek clarification on aspects of an Applicant's submission. If required, EGL will contact the Applicant using the contact details provided. Clarification may require further submission or supplementation or clarification to complete the relevant information or documentation within an appropriate time limit. The purpose of any such clarification will be only to provide EGL with the information required to evaluate and score the submission; it will not be an opportunity for the Applicant to improve or substantially change the information that has already been submitted.

#### **6.6 Award and Notification**

Once EGL has completed the evaluation and has identified the successful tenderer(s), EGL will inform the winning Applicant(s) in writing by email of the 'award decision'.

The unsuccessful Applicants will be informed in writing of the fact at the same time after the closing of the evaluation procedure. EGL will offer feedback to every Bidder submitting an unsuccessful proposal.

The contract will then be awarded.

## PART F: CONDITIONS

### 7 Conditions

#### 7.1 Confidentiality and Freedom of Information

This document is proprietary to EGL and the information contained herein is confidential.

EGL confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named Applicant contact, other than to the EU Managing Authority, to its funders, and under EGL's commitment to meeting its responsibilities under the Freedom of Information Act (FOI) 2000 or the Environmental Information Regulations (EIR) 2004. All information submitted to EGL may need to be disclosed in response to a request under these regulations.

The Applicant must treat all information supplied to it by EGL in confidence and must not disclose it to third parties other than to obtain sureties or quotations for submitting its response as part of the tendering process.

The Applicant must identify any parts of its tender submission which it designates as confidential and would not want published; such information may include technical or trade secrets or other confidential information in **Schedule 5**. The Applicant should explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. However, the Applicant should be aware that, even where information has been categorised as being commercially sensitive, EGL may still be required to disclose it under the FOI or EIR if a request is received.

Without prejudice to EGL's obligation to disclose information in accordance with the FOI or EIR, EGL shall, acting reasonably, at its absolute discretion and notwithstanding any other provision in this Tender or otherwise seek to apply the commercial interests exemption to the information/documents listed in this Schedule.

#### 7.2 Language

The completed tender and all accompanying documents must be in English.

#### 7.3 Applicable Law

Any contract concluded as a result of this ITT will be governed by the law of England & Wales.



#### **7.4 Additional costs**

The tenderer will guarantee that there will be no increase in the tendered prices during the contract period, and the price for any additional services will need to be agreed by EGL in advance.

#### **7.5 Costs**

Unless otherwise stated in this ITT, all costs associated with taking part in this process remain the Applicant's responsibility. The Applicant will not be entitled to claim from EGL any costs or expenses which may have been incurred in preparing the tender, whether or not the tender is successful. EGL will not return any part of the completed tender.

#### **7.6 Right to cancel or vary the process**

EGL reserves the right to cancel or withdraw from the tendering process at any stage. Cancellation of the procurement process (at any-time) under any circumstances will not render Eden Geothermal Ltd liable for any costs or expenses incurred by bidders during the procurement process.

#### **7.7 Inducements**

Offering an inducement of any kind in relation to obtaining this or any other contract with EGL will disqualify the Applicant from being considered and may constitute a criminal offence.

#### **7.8 Disclaimer**

The issue of the information and the tender does not commit Eden Geothermal Ltd to award any contract pursuant to the bid process or enter into a contractual relationship with any provider of the service. Nothing in the tender or in any other communications made between Eden Geothermal Ltd or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between Eden Geothermal Ltd and any other party (save for a formal award of contract made in writing by or on behalf of Eden Geothermal Ltd).

While the information in this ITT and supporting documents has been prepared in good faith by EGL, it may not be comprehensive, and nor has it been independently verified. Neither EGL nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or



- accepts any responsibility for the information contained in the ITT or for the accuracy or completeness of that information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

## PART G: SCHEDULES / TENDER SUBMISSION TEMPLATES

### Schedule 1a - Company Details. To be completed by each consortium member.

Applicant details	Answer	
Full name of the Applicant completing the ITT		
Trading name (if different)		
Registered company address		
Registered company number		
Name of immediate parent company		
Name of ultimate parent company		
Type of company (please tick relevant boxes)	Public limited company	
	Limited company	
	Limited liability partnership	
	Other partnership	
	Sole trader	
	Other	
	Small or medium enterprise	
Tendering model (please tick relevant box)	Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables	
	Bidding as a Prime Contractor and will use third parties to deliver some of the services	
	Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services	
	Other (please specify)	
<b>Contact details</b>		
Name		
Position		
Postal address		
Country		
Phone number		
Email		

## Schedule 1b - Economic and Financial Standing

	Enclosed	Not Applicable
(a) Please enclose copies of the business' statutory accounts of the past two years, to include: <ul style="list-style-type: none"> <li>• Balance Sheet</li> <li>• Profit and Loss Account</li> <li>• Full notes to the Accounts</li> <li>• Director's Report</li> <li>• Auditor's Report (if applicable)</li> </ul>		
(b) If the accounts submitted for section (b) above are for an accounting year ended more than 10 months ago, please confirm that the business is still trading and provide the latest summary of management accounts.		
	<b>Yes</b>	<b>No</b>
(c) Has there been any event since the last audited accounts that could affect the going concern status of the company?		
(d) Registered VAT number		

Note: EGL will wish to see evidence of Capital and Reserves in excess of 25,000 GBP for this contract. Where the company does not have the required level of reserves, we will accept parent company or personal guarantees to the same value.

## Schedule 1c - Legal Matters and Disputes

<b>Has the Applicant, or any of its proposed partners, in the last three years:</b>	<b>Yes/no If yes, please provide details including details of any unresolved disputes, or outstanding claims or litigation.</b>
(a) been prosecuted or had any Court judgements awarded against it?	
(b) had penalties, default notices or liquidated damages awarded against it?	
(c) been in breach of any contract, had a contract terminated or not had a contract renewed due to a failure to meet its obligations?	
(d) been prosecuted for breaking any UK or EU, or equivalent national legislation relating to the environment or Health and Safety?	
(e) had any notice served upon it by an environmental regulator or authority?	
(f) had any finding of unlawful discrimination made against it by any court of law or industrial or employment tribunal?	
(g) been the subject of a formal investigation on grounds of alleged unlawful discrimination?	
(h) been convicted for failure to prevent corruption or bribery under section 7 of the Bribery Act 2010?	
(i) been the subject of any health / safety on-the-job citations, violations or demands from any employees?	



EGL will decide whether an answer 'Yes' to any of the questions listed above and its consequential details constitutes an acceptable risk. Where the Applicant (including the Lead Organisation and all other organisations) answers 'No' to all of the above the Applicant will pass.

## Schedule 1d - Grounds for Mandatory Exclusion

Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? Please indicate your answer by marking 'X' in the relevant box.

	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: <ul style="list-style-type: none"> <li>(i) the offence of cheating the Revenue;</li> <li>(ii) the offence of conspiracy to defraud;</li> <li>(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;</li> <li>(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;</li> <li>(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;</li> <li>(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;</li> </ul>		

	Yes	No
<p>(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;</p> <p>(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or</p> <p>(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;</p> <p>(x) disproportionate history of personnel and technical safety violations</p>		
<p>(f) any offence listed in (i) in section 41 of the Counter Terrorism Act 2008; or (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;</p>		
<p>(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);</p>		
<p>(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;</p>		
<p>(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;</p>		
<p>(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;</p>		
<p>(k) an offence under section 59A of the Sexual Offences Act 2003;</p>		
<p>(l) an offence under section 71 of the Coroners and Justice Act 2009;</p>		
<p>(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or</p>		
<p>(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—</p> <p>(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or</p> <p>(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.</p>		
<p>(o) Any breach of obligations related to the deduction of tax or social security from any employee or contractor, or to its obligation for payment of any tax</p>		





	Yes	No
or social security contributions that has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK).		

## Schedule 1e - Other Grounds for Exclusion

Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation (or any member of your proposed consortium, if applicable). Please indicate your answer by marking 'X' in the relevant box.

	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a Conflict of Interest (Col) within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; (*)		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		
(i) your organisation has committed an offence under the Modern Slavery Act 2015.		

(\*) *Conflicts of interest – see next page*

*\* Conflicts of Interest: EGL may exclude the Applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Applicant to inform EGL, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by EGL should not represent a conflict of interest for the Applicant.*

**If you have answered 'Yes' to any of the above question, please use a separate Appendix to provide further details.**

## Schedule 1f - Insurance Cover

Insurance	
<p><b>Employer's Liability</b> (minimum £5m cover)</p> <p>Employers' Liability insurance shall cover all employees engaged in the performance of the Contractor's services.</p> <p>Insurer</p> <p>Policy Number</p> <p>Amount of cover £</p> <p>Renewal Date</p>	
<p><b>Public Liability</b> (minimum £5m cover)</p> <p>General Third Party Liability insurance for any incident or series of incidents covering the operations of the Contractor and its Sub-Contractors in the performance of the Contract.</p> <p>Insurer</p> <p>Policy Number</p> <p>Amount of cover £</p> <p>Renewal Date</p> <p>The policy shall include, but not be limited to, coverage of (i) damage to third party property, (ii) bodily and personal injury (iii) premises and operations, (iv) independent contractors, (v) completed operations, (vi) contractual liability (or their equivalents).</p>	

## Schedule 1g - Equality and Diversity

The Lead Organisation and all other organisations must confirm that their organisation complies with its legal obligations under European law relating to the following:

Item	Confirm Yes / No
a) Race	
b) Sexual Orientation	
c) Gender Reassignment	
d) Disability	
e) Age	
f) Religion or Belief	
g) Sex	
h) Marriage & Civil Partnership	
i) Pregnancy & Maternity	

In order to pass this criterion, all organisations must answer 'yes' to all items.

## Schedule 1h - Health and Safety

This section should be filled out by the lead Applicant on behalf of partners/other consortium members. The lead Applicant's policies should be provided and shall prevail for all partners/consortium members.

	<b>Enclosed</b>	<b>Not Applicable</b>
(a) State the total number of Employees		
(b) Please enclose a signed copy of your Health and Safety Policy indicating when it was last reviewed and by whose authority it was published.		
(c) Please enclose a COVID-19 management plan. Your plan should include (i) a method statement detailing how you will mitigate risks and ensure safe working while carrying out the contract as well as (ii) Contingency plans in the event that your programme or personnel are affected by Covid-19.		
	<b>None</b>	<b>Enclosed</b>
(d) Please provide evidence of all RIDDOR (the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1999) reportable events for the last three years. This should include a system for reviewing all incidents, and recording the action taken as a result.		
(e) Please enclose details of prosecutions or notices served on your company under the Health and Safety at Work Act 1974, or other health and safety legislation, in the last five years and the action which you have taken to remedy matters subject to enforcement action.		

## Schedule 1i - Quality Assurance, Environmental Management and Corporate Social Responsibility

This section should be filled out by each partner or member of proposed consortium, where applicable.

(a) Name of Director, Partner or persons responsible for the implementation of the company's Environmental and Quality Assurance Policies.		
	<b>Enclosed</b>	<b>Not Applicable</b>
(b) Have you acquired any recognised Quality Assurance accreditation relevant to this contract? If yes, please provide details.  If no accreditation is held, please attach an outline of your Quality Assurance Policy or, if you have no policy, give reasons why.		
(c) Please provide details of any Environmental Management System certification that your company holds, e.g. ISO 14001 or equivalent standard which is pending. Please include a copy of any certificate.  If no accreditation is held, please attach an outline of your Environmental Policy or, if you have no policy, give reasons why.		
(d) Please enclose a copy of your Corporate Social Responsibility Policy, or other equivalent policy document (if available)		

## Schedule 1j - Company Experience

Using the table below, please provide details of **at least one and up to three** contracts, from the past five years, in any combination from either the public or private sector, that are relevant to EGL's requirements for this tender. Contracts may include grant-funded work. Named contacts, who are able to provide written evidence to confirm the accuracy of the information provided, should be provided. If you attach information for the 'Description of Contract' section, please specify 'attached' in the relevant box and clearly label/reference the supporting material.

In order to pass Schedule 1j and progress to full technical evaluation, applicants must include evidence of providing facilities management services within a work sector relevant to EGL's requirements. Contracts should be listed in 'Table 1j - A' below, with any supporting information referenced in 'Table 1j - C' below;

Consortium bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.

<b>Table 1j -A</b>	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
<b>Name of customer organization</b>			
<b>Point of contact in the organization</b>			
<b>Position in the organization</b>			
<b>E-mail address</b>			
<b>Description of contract (max 300 words)</b>			
<b>Contract Start date</b>			
<b>Contract completion date</b>			
<b>Estimated contract value</b>			



Please also provide evidence of any company technical accreditations and/or membership of professional bodies relevant to EGL's requirements for this contract.

*Important note:* The information given in this section will be used to assess whether the bidding company meets the minimum criteria to proceed to full technical evaluation. I.e. it will be marked on a pass/fail basis only. ERDF procurement regulations prevent us from scoring 'Company Experience' within the technical evaluation. With this in mind, tenderers may wish to highlight the relevant experience of any personnel proposed for this contract in their technical submission (Schedule 3).

### **Subcontracting**

Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).

Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries).

#### **Table 1j -B**

### Submission of Supporting Information

Please clearly label/reference any supporting information submitted in conjunction with Schedule 1j and list all documents using Table 1j - C below.

Table 1j - C	
Document Reference	Relevance/reason for inclusion

## Schedule 2 - Declarations

I/We understand that the information provided in this document and any supporting information provided by us will be relied upon and taken to be true and accurate. Should it subsequently be determined that any information supplied by us was inaccurate, I/we understand and accept that Eden Geothermal Limited reserves the right to exclude our offer to supply (if still under evaluation) or if the Contract has been awarded and the information that was inaccurately supplied had a significant influence on the award, that Eden Geothermal Limited shall be at liberty to terminate the Contract.

I/We understand that Eden Geothermal Limited is not bound to accept the lowest price or any tender that may be received.

<b>Name of organisation</b>	
<b>Name of person applying on behalf of organisation</b>	
<b>Signature</b>	
<b>Title / position of person</b>	
<b>Date</b>	
<b>Contact telephone</b>	
<b>Contact e-mail</b>	
<b>Address and post code</b>	
<b>Registered office if different from above</b>	

## Schedule 3 – Technical (Quality) Submission (40% of evaluation marks)

There are three sections to complete:

- A. Technical information
- B. Personnel and Qualifications
- C. Declaration

### A: Technical Information (20% of total marks)

Please supply:

- Information about your company, to include:
  - A resourcing statement or plan, setting out your company's management / supervision arrangements;
  - Details of the numbers of staff currently employed;
  - Information about staff training and professional development.
- Details of any subcontractors you will use to deliver this contract. You may add rows to the table below if necessary:

Name and location of Subcontractor	Work to be delivered

- Confirmation about your services as per the table below:

Services	Available
Monthly Audit testing	Yes / No
Portable and Fixed Appliance Testing	Yes / No
L8 Water Hygiene testing	Yes / No
Can you guarantee the required callout times, as set out in section 4.7 of this document?	Yes / No
Are your services available 24/7?	Yes / No

## B: Personnel and Qualifications (20% of total marks)

ERDF procurement regulations prevent us from scoring your company's, or your subcontracting companies', previous experience within this section. Company experience is assessed on a pass/fail basis with Schedule 1j, but does not contribute to your 'quality' score for Schedule 3.

However, we are able to score the experience of any individual staff to be allocated to this contract. With this in mind, if you or your subcontractors intend to dedicate specific (named) personnel to this contract, please provide details of them, including relevant qualifications and background / previous experience. Please use the table below to list key personnel for whom information is supplied. You may list up to 6 personnel from your own company and / or your subcontract companies.

Name	Area of expertise	Information provided
		Yes / No
		Yes / No
		Yes / No
		Yes / No
		Yes / No
		Yes / No

## C: Declaration

We confirm that:

- We have inspected this Tender Document and accompanying information relating to the Eden Geothermal Ltd Tender and hereby offer to provide the services as set out in Part C (Section 4) of this document.
- The Technical Submission is accurate to the best of our knowledge.

<b>Name of Organisation</b>	
<b>Name of Person Signing</b>	
<b>Capacity in which Signed</b>	
<b>Signature</b>	
<b>Date</b>	

## Schedule 4 - Commercial Submission (50% of evaluation marks)

**Please note this Schedule is to be returned in a separate document. Submitting prices with your technical bid will result in your submission being disqualified.**

There are 3 sections for bidders to complete:

- A. Price List
- B. Prices for evaluation purposes
- C. Declaration.

### A: Price List

Please provide a list of your prices, adding lines as required:

Service	Call Out 1 hour £	Call Out 4 hour £	Call Out 72 hour £	Hourly Rate £
Civils				
Electrical				
Mechanical				
Plumbing				
Or alternatively:				
Combined rate				

Service	Unit price £
Monthly audit	
Portable appliance testing	
Fixed appliance testing	

Purchased Costs	%
Mark up on goods and services	

### B: Prices for Evaluation Purposes

For evaluation purposes, please provide the following prices. Please note that, in each case, the 'assumptions' for months and units are indicative only, to enable fair comparison and evaluation:

Service	Months	No. per month	Unit Price £	Total cost £
Call out 1 hour (all 4 services) 2 hours on site	6	4		
Call out 4 hours (all 4 services) 2 hours on site	6	4		

Service	Months	No. per month	Unit Price £	Total cost £
Call out 72 hours (civils only) 2 hours on site	6	2		
Monthly audit	6			
Portable appliance testing		80		
Fixed appliance testing		40		
<b>Total for evaluation</b>				

### C: Declaration

We confirm that:

- The Commercial Submission is accurate to the best of our knowledge.
- We understand that you do not bind yourselves to accept the lowest or any tender.
- We accept the contract conditions for this contract and this tender remains open for acceptance for 90 days.
- We understand that the contract will be based upon the rates quoted above but that the number of weeks shown above is for illustrative purposes only

<b>Name of Organisation</b>	
<b>Name of Person</b>	
<b>Capacity in which signed</b>	
<b>Signature</b>	
<b>Date</b>	

## Schedule 5 - Commercially Sensitive Information

Eden Geothermal Limited may be obliged to disclose information in or relating to this Tender following a request for information under the FOIA or EIR. Please outline in the table below items that you consider to be genuinely Confidential and/or Commercially Sensitive which should not be disclosed in respect of your Tender (see Section 7.1)

Information	Reference / page	Reason for non- disclosure	Duration of confidentiality

This schedule will be kept with the Tender documents for consideration should a request for information under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 be received. This document will be destroyed in line with the retention and destruction policy of Eden Geothermal Limited.



# APPENDICES

## APPENDIX A – Plan of Drilling Site

