

Eden Geothermal Limited
The Eden Project
Bodelva
Par
PL24 2SG

Tel: +44 (0)1726 806545
E: tenders@edengeothermal.com

Date: 20th July 2021

INVITATION TO TENDER

Dear Sir/Madam

Project	Eden Geothermal Project
Tender Name	Supply of vacuum insulated tubing (VIT) and ancillaries for a coaxial circulation system in a deep geothermal well
Tender reference	EGL-ITT-C071

You are invited to submit a competitive tender for supply of vacuum insulated tubing (VIT) and ancillaries for a coaxial circulation system in a deep geothermal well. This contract is part of a project co-funded by the European Regional Development Fund.

Please submit your proposal in full no later than:

Wednesday 25th August 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 by:

Friday 13th August at 12.00 noon

We look forward to receiving your submission.

Yours faithfully

Augusta Grand
Executive Director



This page intentionally blank

Invitation to Tender:

Supply of vacuum insulated tubing (VIT) and ancillaries for a coaxial circulation system in a deep geothermal well

Project	Eden Geothermal Project
Tender reference	EGL-ITT-C071
Revision	Ver 1.0
Release Date	20 th July 2021
Issuer	Eden Geothermal Limited (“EGL”)
Supplier Response Date	25 th August 2021 at 16.00

Contents

PART A: INSTRUCTIONS TO TENDERERS

1 Instructions for Completion	6
1.1 Submission Details	6
1.2 Enquiries and Tender Queries	7
1.3 Format of Tender Submission	7
1.4 Project Description	7
1.5 Outline of Requirements	8
1.6 Validity Period	8
1.7 Form of Contract	8
1.8 Financial Terms	8
2 Timetable	9

PART B: BACKGROUND INFORMATION

3 Background Information	10
3.1 Eden Geothermal Project	10
3.2 About Eden Geothermal Ltd	11

PART C: EGL'S REQUIREMENTS / SCOPE OF WORK

4 EGL's Requirements/Scope of Work	13
4.1 General Specifications and Standards	13
4.2 Specification of Items to be Supplied	14
4.3 Additional Technical Information	16
4.4 Delivery Terms	
4.5 Inspection	

PART D: RETURN OF TENDER

5 Tender Completion Documentation	18
5.1 Company Information	20
5.2 Technical Submission	21
5.3 Commercial Submission	21
5.4 Commercially Sensitive Information	22

PART E: EVALUATION PROCESS

6 Evaluation Process	23
6.1 Company Information	23

Contents continued	24
	25
6.2 Technical Evaluation	25
6.3 Commercial Evaluation	26
6.4 Total Score	26
6.5 Clarification	
6.6 Award and Notification	

PART F: CONDITIONS

7 Conditions	27
7.1 Confidentiality and Freedom of Information	27
7.2 Language	27
7.3 Applicable Law	27
7.4 Additional Costs	27
7.5 Costs	28
7.6 Right to Cancel or Vary the Process	28
7.7 Inducements	28
7.8 Disclaimer	28

PART G: SCHEDULES (TENDER SUBMISSION TEMPLATES)

Schedule 1a: Company Details	29
Schedule 1b: Economic and Financial Standing	30
Schedule 1c: Legal Matters and Disputes	31
Schedule 1d: Grounds for Mandatory Exclusion	32
Schedule 1e: Other Grounds for Exclusion	34
Schedule 1f: Warranties, Insurance and Supply	36
Schedule 1g: Relevant Experience and Contract Examples	37
Schedule 2: Declarations	42
Schedule 3: Technical Submission Form	43
Schedule 4: Commercial Submission Form	46
Schedule 5: Commercially Sensitive Information	51

APPENDICES

Appendix A: Summary of well EG-1	52
Appendix B: Contract agreement	53

PART A: INSTRUCTIONS TO TENDERERS

1 Instructions for Completion

1.1 Submission Details

Eden Geothermal Limited is issuing this Invitation to Tender (ITT) for the supply of vacuum insulated tubing (VIT) and ancillaries for a coaxial circulation system in the first deep geothermal well 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 – 1g), Declaration (Schedule 2), and Technical Submission (Schedule 3); sent separately from
- Document set two: Commercial Submission (Schedule 4).

The Applicant should submit both an emailed AND a hard copy of these documents:

- A signed **electronic copy** of the two sets of documents should be sent by email, quoting the contract title EGL-ITT-C071. Electronic submissions should include any relevant appendices and be in PDF or read-only format. Electronic tenders should be submitted to tenders@edengeothermal.com and must be received into the mailbox by the deadline of **Wednesday 25th August 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.
- A signed **hard copy** of the two sets of documents, inclusive of any relevant appendices, must be posted/sent by **Wednesday 25th August at 16:00 hours**. EGL will require proof of posting/courier in the form of postmark or sender's receipt to verify submission by the deadline stated. Envelopes and packages should be marked with the contract reference EGL-ITT-C071 and must bear no reference to the tenderer by name; franking machines which automatically print the company's name should not be used. Hard copy tenders should be submitted to:

The Authorised Officer, Eden Geothermal Limited, Foundation Building, Eden Project, Bodelva, Par, Cornwall PL24 2SG, UK.

Emailed tenders will be received up to the time and date stated. Hard copy tenders will be inspected to ensure that they have been sent by the date and time 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 email copy tender is delivered, and their hard copy tender is sent, 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. 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-C071.

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-C071) to:

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 1g 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).

1.5 Outline of Requirements

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

In summary, EGL requires the supply of vacuum insulated tubing (VIT) and ancillaries for a coaxial circulation system in the first deep geothermal well at the Eden Project, named EG-1.

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

It is envisaged that the contract between EGL and the successful bidder will be EGL's Terms and Conditions, (a copy of which is provided at Appendix B of this document) together with the following parts of this document:

- Part C (Technical Requirements and Specifications)
- Schedules 3 and 4 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.

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	Tuesday 20th July 2021
Closing date for clarification questions	12:00 hours Friday 13 th August 2021
EGL to respond to clarification questions	Wednesday 28 th August 2021
Tender return date	16:00 hrs Wednesday 25 th August 2021
Award decision communicated to the winning tenderer	Wednesday 15 th September 2021
Notify unsuccessful tenderers	Wednesday 15 th September 2021
Expected contract award date	Monday 27 th September 2021
Expected contract start date	Monday 27 th September 2021
Expected contract completion date	TBC

Date set for the receipt of bids at Eden Geothermal Ltd: Wednesday 25th August 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.

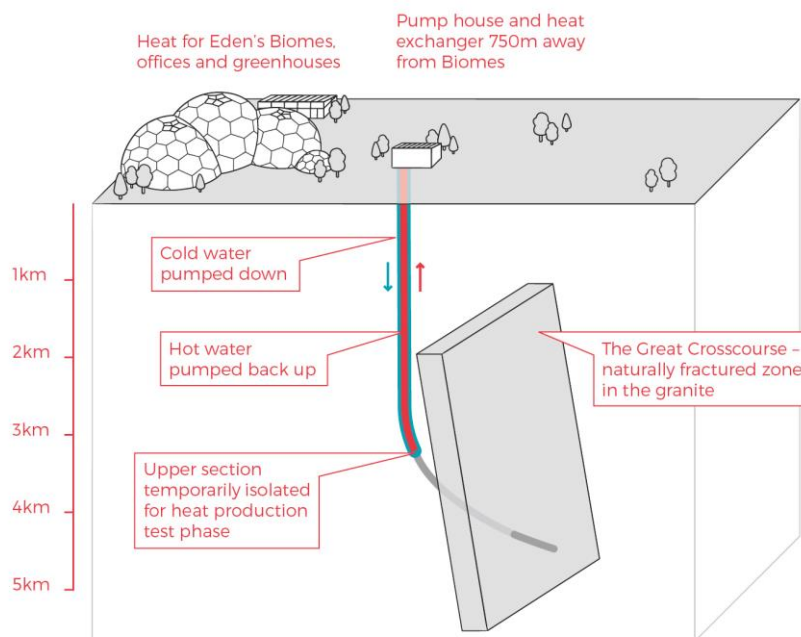
The ultimate aim of EGL is to develop a two-well deep geothermal system that will produce both direct heat and power, some of which will provide direct supply to the Eden Project, with the remainder being exported. With an anticipated gross electric capacity of around 7 MW_e and the ability to generate 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 is being 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: drilling the first deep well; well/fault permeability testing; and 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.

EGS Energy Ltd is a UK private limited company, incorporated in 2008 and established by Roy Baria and Guy Macpherson Grant to develop deep geothermal energy solutions in the UK. BESTEC (UK) Ltd is a UK private limited company incorporated in June 2012 and established by Jörg Baumgärtner to perform deep geothermal work in the UK in cooperation with BESTEC GmbH, an established specialist company in geothermal project development. Eden Project Limited is a wholly owned subsidiary of the Eden Trust, a registered charity in the UK, and runs the world famous Eden Project in Cornwall.



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

PART C: TECHNICAL REQUIREMENTS AND SPECIFICATIONS

4 Technical Requirements

Eden Geothermal Ltd invites tenders for the VIT materials for Phase 1 of the Eden Geothermal Project. The technical requirements are set out in Sections 4.1 to 4.5 together with Schedule 3.

4.1 General Specifications and Standards

The specifications and standards for the VIT to be supplied are set out below and in Schedule 3.

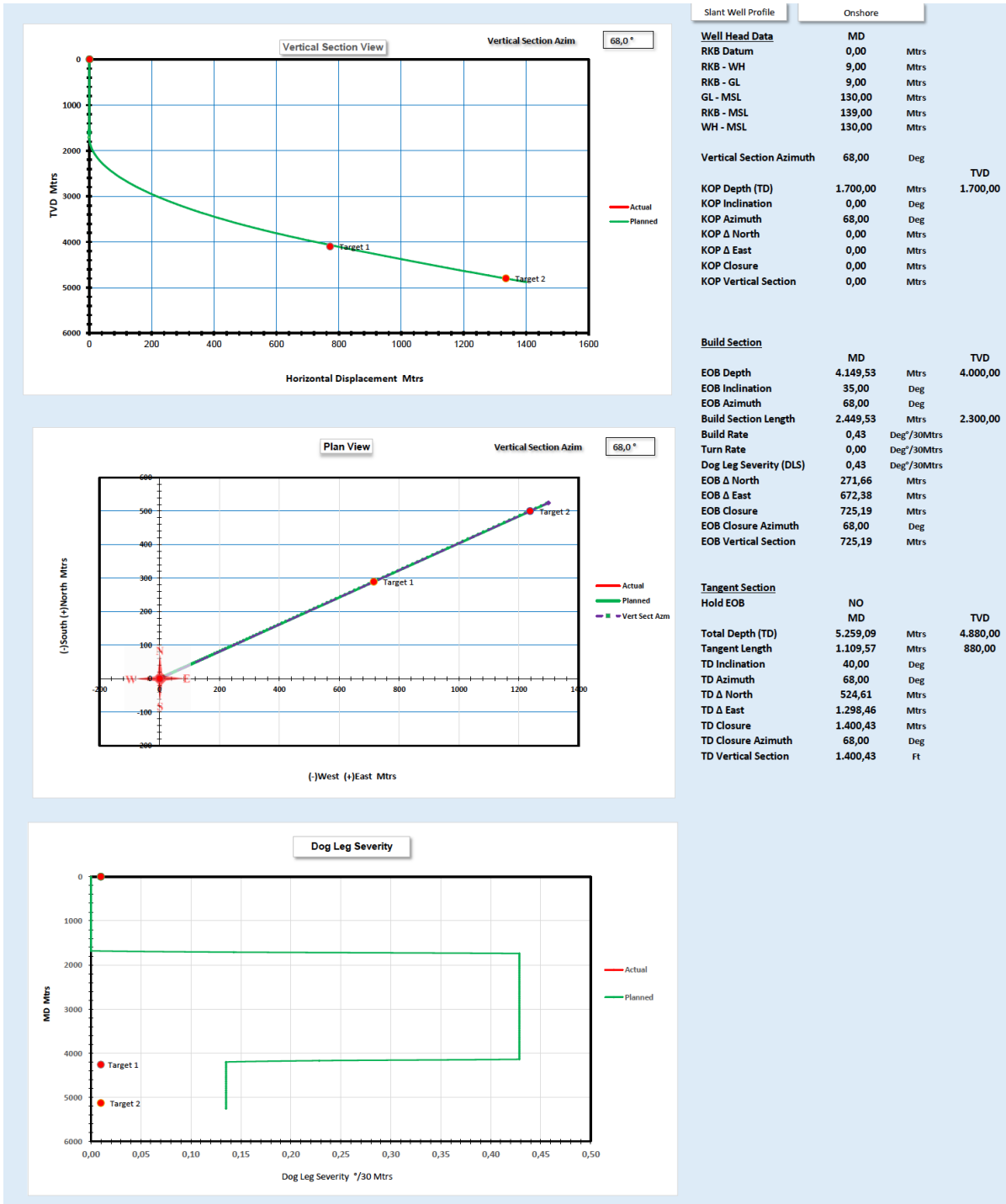
- All VIT should be complete with coupling isolators and sufficient centralisers.
- A centralising programme must be provided.
- The tenderer must demonstrate that all VIT material and the cross-over have been designed (joint and coupling strength) to support tension loads in excess of 160 tons (tubing weight on 4000m in water, plus possible drag).
- All material will be run inside 9 5/8" casing; minimum drift: 8.525". Maximum well inclination 35°.

4.2 Specification of items to be supplied

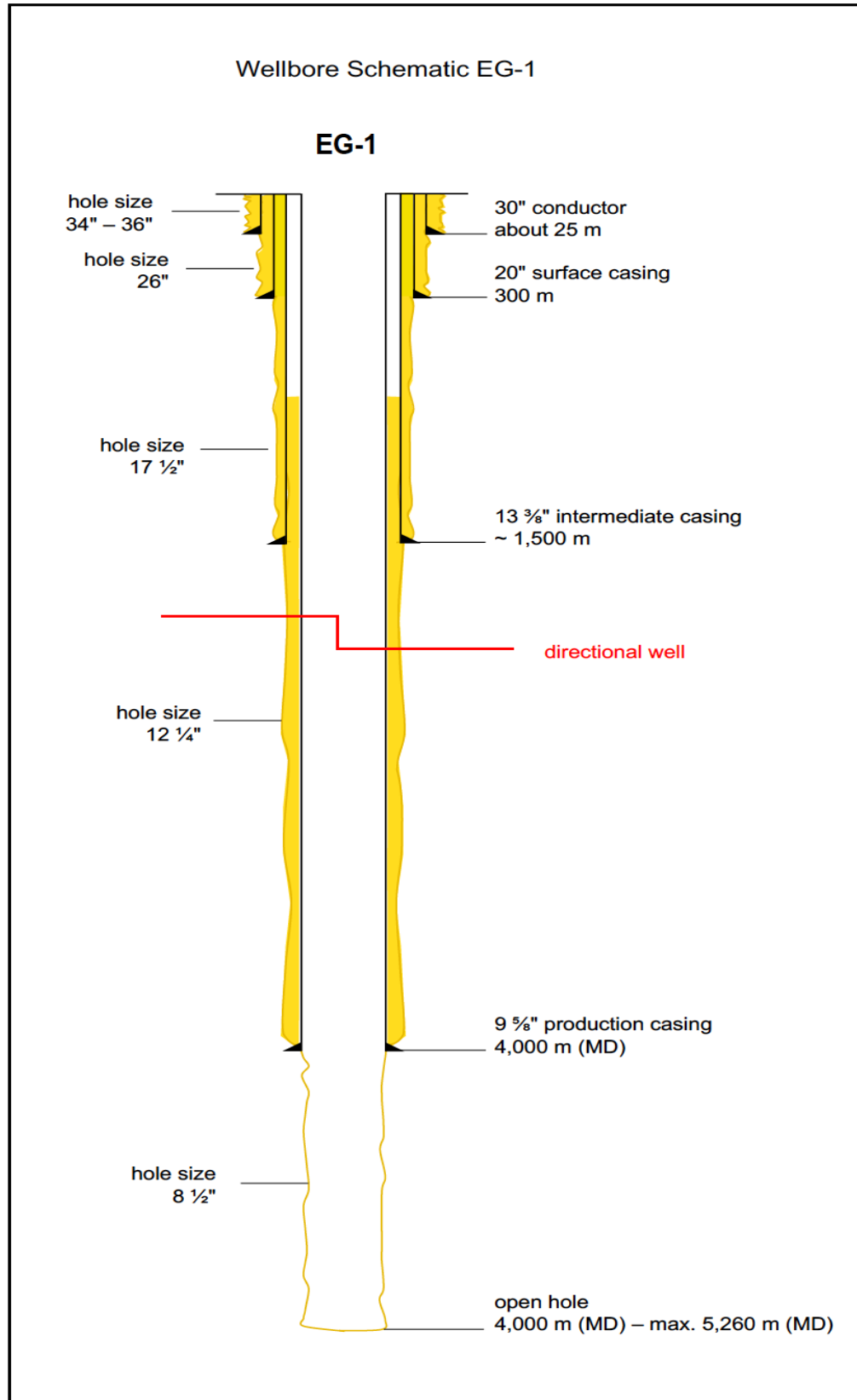
Quantity	Description
330m	of casing 7", 26lbs/ft, R3, L80, coupling DWC/C-IS Plus or equivalent
2 x jts	of casing 7", 26lbs/ft, R1, L80, coupling DWC/C-IS Plus or equivalent
200m	of Vacuum Insulated Tubing (VIT), material L80 or higher grade, outer pipe 7" x inner pipe 5 1/2", coupling DWC/C-IS Plus or equivalent
1 x	cross-over from 7" to 5 1/2" with matching couplings and insulator
3500m	of Vacuum Insulated Tubing (VIT), material L80 or higher grade, outer pipe 5 1/2" x inner pipe 4 1/2", coupling DWC/C-IS Plus or equivalent
TBC by bidder	Centraliser (flexible). (An appropriate number to be supplied, in line with your centralising programme; number to be specified in Schedule 3.)

4.3 Additional Technical Information

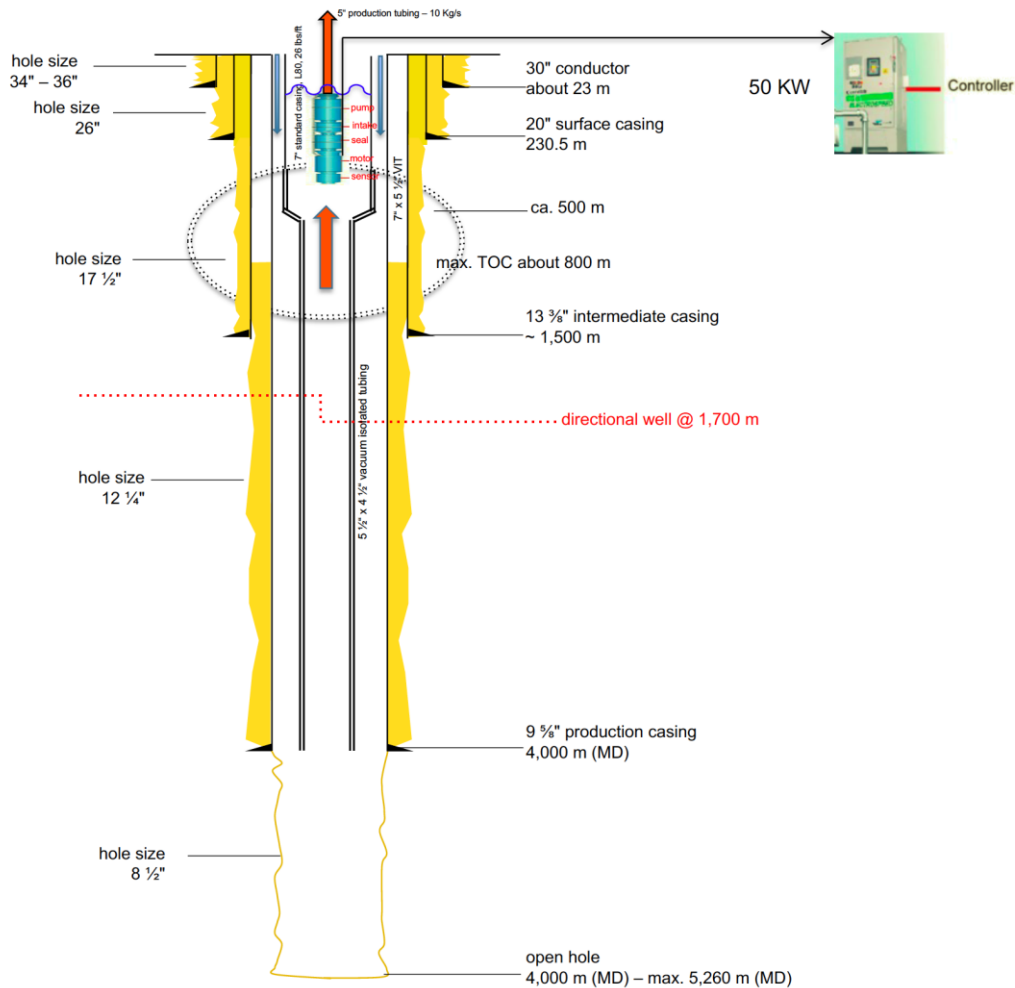
4.3.1 Well trajectory



4.3.2 Planned well completion



4.3.3 Planned well completion with VIT installed



4.4 Delivery Terms

Delivery terms are DDP (Delivered Duty Paid - as stated in Incoterms 2020). Materials must be delivered to the Drilling Site, Eden Geothermal Ltd, Carne Cross, St Blazey, Par, Cornwall, United Kingdom PL24 2SX. Bidders are required to state in Schedule 1f the number of days following contract award within which they will be able to guarantee DDP.

4.5 Inspection

All material will be inspected on site by EGL or EGL's agent prior to acceptance.

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 1g 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.

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 100,000 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 Warranties, Insurance and Supply

For any Applicant to be successful, adequate proof of warranties/insurance will be required. The minimum levels are indicated in Schedule 1f. The Applicant must also confirm the period in which they can meet the delivery terms. The Applicant must complete **Schedule 1f** with the relevant information and confirm that the details entered are correct.

5.1.5 Company Experience

The Applicant should provide details in **Schedule 1g** of previous contracts which demonstrate the expertise and experience of the lead Applicant and any proposed partners or sub-contractors with supply of VIT and ancillaries relevant to this tender.

Contract details and technical specifications / technical performance data should be made available, and references should be made available with which the information supplied can be verified.

5.1.6 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 must complete **Schedule 3**, based on the information set out there and in Part C. Their 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.

5.3 Commercial Submission

The Applicant is required to complete and return **Schedule 4**, which will provide a detailed price structure for the items to be supplied. All prices will be:

- Fixed.
- Quoted in pounds sterling.
- Exclusive of VAT. 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.
- Inclusive of other taxes and duties (e.g. anti-dumping customs fees).
- Based on delivery to the Eden Geothermal site (Incoterms 2020 DDP, Eden Project, PL24 2SX, United Kingdom) within the period set out by the tenderer in Schedule 1f.

On award of the tender, the form and content of the contract with the successful bidder is set out in Appendix C, 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.

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 Criteria (Schedule 3)	55%
Commercial Criteria (Schedule 4)	45%

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) Warranties, Insurance and Supply – Schedule 1f
- g) Company Experience – Schedule 1g

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 demonstrate the Applicant's expertise, experience and capability to supply the goods and materials in accordance with the technical requirements and specifications set out in Part C.

For the materials to be supplied, applicants are asked to provide: product catalogues; technical specifications, sheets and certificates as stated in Schedule 3. These should be returned with your technical submission and listed in the table provided in Schedule 3. (You may add more rows if necessary.)

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

5 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.
4 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.
3 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.
2 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.
1 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.
0 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

Once the contract has been awarded EGL will not pay any additional costs incurred which are not reflected in the tender submission.

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)	
Contact details		
Name		
Position		
Postal address		
Country		
Phone number		
Email		

Schedule 1b - Economic and Financial Standing

	Enclosed	Not Applicable
(a) Please enclose copies of the business' audited accounts of the past two years, to include: <ul style="list-style-type: none"> • Balance Sheet • Profit and Loss Account • Full notes to the Accounts • Director's Report • Auditor's Report 		
(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.		
	Yes	No
(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 100,000 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

Has the Applicant, or any of its proposed partners, in the last three years:	Yes/no If yes, please provide details including details of any unresolved disputes, or outstanding claims or litigation.
(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"> (i) the offence of cheating the Revenue; (ii) the offence of conspiracy to defraud; (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; (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; (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; (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; (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; 		

	Yes	No
<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 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).</p>		

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: 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 – Warranties, Insurance and Supply

Insurance		
Product Warranties	Seller shall fully warrant the material supplied against defects in material and workmanship for a period of 12 months after receipt of delivery, not to exceed 18 months after shipment, whichever occurs first. In the event of a warrantable failure during the specified period, as mutually agreed upon by Buyer and Seller, after inspection, Seller shall repair or replace the suspect material or its component at its sole expense. The term "sole expense", however, specifically excludes drilling rig charges, loss of revenue, consulting fees, and other such consequential damages. Repaired / replaced material or its component must be fully warranted for a further 12 months.	
Insurance	The Seller is to be responsible for ensuring that the material is delivered, received and unloaded in good working order, and is fit for purpose. Any Goods in Transit insurance is to be at the Seller's own expense.	
Standards	Enclosed	Not applicable
Please enclose evidence/valid copy certificates to demonstrate the following: <ul style="list-style-type: none"> Quality Assurance (QA) VIT material and cross-over designed (joint and coupling strength) to support tension loads in excess of 160 tons (tubing weight on 4000m in water, plus possible drag) 		
Supply		
Please state the number of days following contract award within which DDP to Eden Geothermal, PL24 2SX, UK can be guaranteed.		

Schedule 1g - Relevant Experience and Contract Examples

Please provide details of contracts, in any combination from either the public or private sector, and from within the last 10 years, that are relevant to EGL's requirement for supply of VIT and ancillaries for a coaxial circulation. Please supply these as a separate document labelled Schedule 1g.

A named contact should be provided for each contract listed. He or she should be able to provide written evidence / a reference to confirm the accuracy of the information you provide.

Consortia 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 separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle).

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.

Relevant experience and contract examples will be evaluated on a 5 level score as in Part E, Tender Evaluation, 6.2 Technical Evaluation – Technical Score Weighting. A score of 3 is required to pass to the technical evaluation stage.

The following details should be provided for each contract:

Name of customer organisation	
Point of contact in customer organisation	
Position in the organisation	
E-mail address	
Detailed description and technical specification of contract. AND as much verifiable technical performance data as available.	
Contract start date	
Contract completion date	
Estimated Contract Value	

If you cannot provide at least one contract example, please provide an explanation for this below. E.g. your organisation is a new start-up, or you have provided services in the past but not under a contract.

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).

Submission of Supporting Information

Please clearly label/reference any supporting information submitted in conjunction with Schedule 1g and list all documents using the table below.

Table 1g – Supporting Information	
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.

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

Schedule 3 – Technical Submission (55% of total marks)

Overview of Requirements, Specifications and Standards

- All VIT should be complete with coupling isolators and sufficient centralisers.
- A centralising programme is required and must be submitted with Schedule 3.
- The tenderer must demonstrate that all VIT material and the cross-over have been designed (joint and coupling strength) to support tension loads in excess of 160 tons (tubing weight on 4000m in water, plus possible drag).
- All material will be run inside 9 5/8" casing; minimum drift: 8.525". Maximum well inclination 35°.

Listing and detailed technical specification of material to be supplied

Please use the table below to provide the detailed description and technical specification for your products and / or list other documents submitted, e.g. product catalogues; technical specification sheets/drawings; independent test certificates and/or reports. You should number each document and list the document title and type, and clearly link it to an item, or range of items, in this table. You may add more rows to the table if necessary. Where you propose an 'equivalent' material, please ensure you provide a detailed explanation / specification together with evidence of 'equivalence'.

Requirements		Proposed Supply	
Quantity	Items specification requested	Detailed specification of items proposed	Supporting documents attached (reference)
330m	of casing 7", 26lbs/ft, R3, L80, coupling DWC/C-IS Plus or equivalent		

Requirements		Proposed Supply	
Quantity	Items specification requested	Detailed specification of items proposed	Supporting documents attached (reference)
2 x jts	of casing 7", 26lbs/ft, R1, L80, coupling DWC/C-IS Plus or equivalent		
200m	of Vacuum Insulated Tubing (VIT), material L80 or higher grade, outer pipe 7" x inner pipe 5 1/2", coupling DWC/C-IS Plus or equivalent		
1 x	cross-over from 7" to 5 1/2" with matching couplings and insulator		
3500m	of Vacuum Insulated Tubing (VIT), material L80 or higher grade, outer pipe 5 1/2" x inner pipe 4 1/2", coupling DWC/C-IS Plus or equivalent		
TBC by bidder	Centraliser (flexible). An appropriate number to be supplied (please specify) in line with your centralising programme as supplied.		

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.
- We undertake to deliver all items set out in this schedule DDP to Eden Geothermal PL24 2SX, UK within the timeframe stated in Schedule 1f.

Name of Organisation	
Name of Person Signing	
Capacity in which Signed	
Signature	
Date	

Schedule 4 - Commercial Submission (45% of total marks)

(Please note this Schedule is to be returned in a separate document).

We have inspected this Tender Document and accompanying information relating to the Eden Geothermal Ltd Tender and hereby offer to supply and deliver to place, all duty paid, materials as set out in Schedule 3 to your entire satisfaction for the following lump sum prices set out and by the date set out in Schedule 1f. All prices quoted are £UK exclusive of VAT. (Please complete the yellow boxes.)

Item as specified or equivalent as proposed by tenderer in Schedule 3	Price per m or unit £	No of m or units	Total price £
330m casing 7", 26lbs/ft, R3, L80, coupling DWC/C-IS Plus or equivalent		330	
2 x joints of casing 7", 26lbs/ft, R1, L80, coupling DWC/C-IS Plus or equivalent		2	
200m Vacuum Insulated Tubing (VIT), material L80 or higher grade, outer pipe 7" x inner pipe 5 1/2", coupling DWC/C-IS Plus or equivalent		200	
Cross-over from 7" to 5 1/2" with matching couplings and insulator		1	
3500m Vacuum Insulated Tubing (VIT), material L80 or higher grade, outer pipe 5 1/2" x inner pipe 4 1/2", coupling DWC/C-IS Plus or equivalent		3500	
Centralisers (flexible) as set out in your centralising programme			
Other charges : DDP Eden Geothermal, PL24 2SX, UK within the timeframe stated in Schedule 1f			
Other charges (please specify / explain)			
Total of all prices above, £UK ex. VAT			

Schedule 4 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.

Name of Organisation	
Name of Person	
Capacity in which signed	
Signature	
Date	

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 – Summary of Well EG-1

Item	Description
Well location	Eden Project, Bodelva, Par, Cornwall UK
Well name	EG-1
Expected well total depth	Nominal 4,350 m MD (4,160 m TVD bGL), maximum ca. 5,260 m MD respectively 4,880 m TVD
Coordinate location	204399E 055652N (British National Grid) (elevation: ~130 maOD)
Well classification	Geothermal
Borehole type	Directional: KOP at 1,700 m, azimuth 054° at an inclination of ~35°- 40°
Well completion	Barefoot, allowing hydraulic injection/production tests (possible later installation of a line shaft pump)
Expected open hole length	350 m - 1,260 m
Geology	Coarse grained biotite granite
Target structure	The Great Crosscourse - steeply inclined fault structure striking NNW - SSE
Estimated reservoir pressure	Hydrostatic
Estimated BH temperature	~ 160-190°C
Expected formation fluids	Saline water
Expected hydrology	Low porosity/permeability
Hole and casing sizes and nominal depths (MD bGL)	26" to 250 m MD (20" casing) 17 ½" to 1500 m MD (13 ⅜" casing) 12 ¼" to 4000 m MD (9 ⅝" casing) 8 ½" to max. 5260 m MD (open hole)
Spud date	17 th May 2021 – anticipated duration: 150 days
Drilling rig	Bentec 450 Eurorig (contractor MND Drilling & Services)

APPENDIX B - Contract Agreement

Contract Agreement for Supply of VIT and ancillaries for a coaxial circulation system for a geothermal well C071

Parties

Eden Geothermal Ltd (“EGL”), Company number 10216419, having its registered office at Eden Project, Bodelva, Par, Cornwall, UK, PL24 2SG;

and

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, Company number xxxxxxxx, having its registered office at xxxxxxxx and having a place of business at xxxxxxxxxxxxxxxxxxxxxx

Contract

This agreement forms the whole contract and comprises this document together with the following:

- Appendix I – EGL’s Requirements / Scope of work
- Appendix II – Services to be Supplied and Pricing
- Appendix III – EGL Terms and Conditions

All changes to the contract will be agreed by both parties in writing.

Supply and Pricing

EGL agrees to acquire compressor and booster Services as listed in its Invitation to Tender **EGL-ITT-C071 Supply of VIT and ancillaries for a coaxial circulation system for a geothermal well** from xxxxxxxx, whose submission dated xxxxxx 2021 was successful, as set out in EGL’s **Notification of Contract Award Decision** letter dated xxxxx 2021.

For the purpose of this contract, the list of services and prices are set out in Appendix II.

For the avoidance of doubt, the total prices for the air lift services as set out in the Commercial Submission for a nominal 7 day period were for evaluation purposes only, and the contract price will vary according to the actual duration of services.

Terms and Conditions

It is envisaged that the purchase will follow the supplier’s Standard Terms and Conditions, a copy of which should be supplied with Schedule 4 of your tender and will be discussed and agreed following the contract decision.

All other terms and conditions of Contract are excluded and all these general conditions shall apply to the Contract unless modified with EGL’s prior written consent.

Contract Agreement for Supply of VIT and ancillaries for a coaxial circulation system for a geothermal well C071

XXXXXXXXXX confirms that the representations made within its Technical and Commercial Submissions received on xxxxxxxx 2021 are accurate, and understands that EGL has relied upon those representations when entering into this contract. xxxxxxxxxx additionally confirms that it will immediately inform EGL if any of the circumstances change.

On behalf of XXXXXXXXXXXXXXXXXXXXXXXXXX :	
Name of Person Signing	
Capacity in which Signed	
Signature	
Date	

On behalf of Eden Geothermal Ltd :	
Name of Person Signing	
Capacity in which Signed	
Signature	
Date	



Contract Agreement for Supply of VIT and ancillaries for a coaxial circulation system for a geothermal well C071

Appendix I – EGL's Requirements / Scope of work

This appendix will comprise the summary of EGL's Requirements set out in Part C of the Invitation to Tender C071 Supply of VIT and ancillaries for a coaxial circulation system for a geothermal well



Contract Agreement for Supply of VIT and ancillaries for a coaxial circulation system for a geothermal well C071

Appendix II – Supply and Pricing

This appendix will comprise the items to be supplied as set out in Schedule 3, and the unit pricing set out in Schedule 4 of the tender submission by the successful bidder.

Contract Agreement for Supply of VIT and ancillaries for a coaxial circulation system for a geothermal well C071

Appendix III – EGL Terms and Conditions of Purchase

1 Definitions

Term	Meaning
Eden Geothermal / EGL / We / Us / Our	Eden Geothermal Limited (Company No. 10216419)
Supplier / You / Your	the person, firm or company to whom the Purchase Order is addressed
Goods or Services	the materials and/or services described in the Purchase Order
Purchase Order	the Purchase Order placed by Eden Geothermal Ltd on the Supplier for the purchase of the Goods or Services
Contract	the contract for the sale and purchase of Goods and/or services
Purchase Order amendment / variation	our authorised Purchase Order amendment or series of Order amendments each having precedence over any earlier amendment

2 The Contract

This Purchase Order constitutes the EGL's offer to the Supplier and shall become a binding Contract on the terms and conditions set out below upon acceptance by the Supplier by commencing performance of the Contract.

In many cases there will be a separate written contract between EGL and the Supplier signed by both parties which will govern the terms of supply. Where such a contract exists then EGL's Purchase Order will support that contract and the terms and conditions in that agreement will take precedence.

Representations made by the Supplier in arriving at the contract may form part of the contract. Formal representations may take the form of a tender or quote. Less formal representation may come from details supplied in a letter or email giving information on product quality, durability, performance, lead times etc. It is the duty of the supplier to inform EGL if any of the circumstances change.

All other terms and conditions of Contract are excluded and all these general conditions shall apply to the Contract unless modified with EGL's prior written consent.

Where you believe that there is an error in the Purchase Order you must ask EGL to correct the Purchase Order before the goods or services are supplied.

3 Price

The agreed price for each item is specified in the Purchase Order. Such prices which will not be subject to fluctuation irrespective of the time of delivery of the Goods or Services.

The Purchase Order must show any applicable charges for packaging, storage, insurance, delivery, installation and commissioning.

All prices will be shown on the Purchase Order excluding VAT, and in Sterling (£GBP) unless otherwise agreed by EGL.

4 Quality and Description

The Goods or Services shall:

- a) conform in every respect with the provisions of the Contract;
- b) be capable of all standards of performance specified in the Contract;
- c) be fit for any purpose made known to you expressly or by implication and in this respect we rely on Your skill and judgement;
- d) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;
- e) correspond with their description of any samples, patterns, drawing, plans and specifications referred to in the Contract;
- f) be of satisfactory quality;
- g) comply with any current legislation.

Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

5 Purchase Order Amendments/Variations

EGL will have the right, before delivery, to amend or vary the Contract in writing, if this Purchase Order amendment/variation will cause a change to the price or delivery date then you must suspend performance of the Contract and notify EGL without delay, and notify EGL of the new price and delivery date. Following our receiving such notice you must allow us at least 10 working days to consider any new price and delivery date. The Purchase Order amendment/variation shall only take effect when EGL's authorised Officer accepts in writing the new price and delivery date within the period you stipulate. If EGL's authorised Officer fails to confirm the Purchase Order amendment/variation within the period you stipulate, then performance of the Contract shall immediately resume as though the said Purchase Order amendment/variation had not been issued (except that we will still exercise our right of cancellation in accordance with Condition 5).

6 Work on our Premises

If the Contract involved any works or services that you perform on our Premises then the following conditions shall apply:

- a) You shall ensure that you and your employees, your sub-contractors and their employees and any other person associated with you, will adhere in every respect to the obligations imposed on you by current safety legislation. EGL's Health and Safety Policy is available upon request;
- b) You shall ensure that you and your employees, your sub-contractors and their employees are adequately trained and qualified for the work being carried out;
- c) You shall ensure that you and your employees, your sub-contractors and their employees and any other person associated with you will comply with any regulations that we may notify to You in writing;
- d) You shall ensure that there is the minimum amount of disruption to our business;
- e) You shall ensure that if any damage is sustained to our Premises as a result of your performance of the Contract then you will forthwith reinstate the damaged part or parts of the premises to their previous condition or offer reasonable compensation. Such reinstatement is to be subject to our final approval;
- f) You shall ensure that you have all appropriate insurances in place such as Employer's Liability and Public Liability.

7 Progress and Inspection

You shall at your expense provide any programme of manufacture and delivery that we may reasonably require. You shall notify us without delay in writing if your progress falls behind or may fall behind any of these programmes.

We shall have the right to check progress at your works, or at the works of subcontractors, at all reasonable times, to inspect and reject Goods that do not comply with the Contract. Your sub-contracts shall reserve such right for us.

Any inspection or approval shall not relieve you from your obligations under this Contract.

8 Safety

You shall observe all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and the environment and in particular to the marking of hazardous Goods, the provision of data sheets for hazardous materials and all provisions relating to food.

9 Delivery

The goods shall be properly packed, secured and despatched at your expense to arrive in good condition at the time or times and the place or places specified in the Contract.

If you or your carrier delivers any Goods at the wrong time or to the wrong place then we may deduct from the price any resulting costs of storage or transport.

10 Late Delivery

If the Goods or Services or any part of them are not delivered by the time or times specified in the Contract then we may by written notice cancel any undelivered balance of the Goods. We may also return for full credit at your expense any Goods that in our opinion cannot be utilised owing to this cancellation.

In the case of services, we may have the work performed by alternative means and any additional costs reasonably so incurred shall be at your expense. This shall not affect any other rights that we have.

11 Acceptance

We shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not conform to the requirements of this Contract. It is agreed that we may exercise the right of rejection notwithstanding any provision contained in the Sale of Goods Act 1979, Section 11 or Section 15A or Section 30 (Subsections (2A) and (2B)) or Section 35. We shall give you a reasonable opportunity replace the Goods with new Goods, that conform with this Contract, after which time we shall be entitled to cancel the Purchase Order and purchase the nearest equivalent Goods elsewhere. In the event of cancellation under this condition you shall promptly repay any moneys paid under the Contract without any retention or offset whatsoever.

You must collect all rejected Goods within a reasonable time of rejection or we shall return them to you at your risk and expense

12 Packages not returnable

Unless otherwise stated in the Contract, all packages shall be non-returnable. If the Contract states that the package is returnable, you must give us full disposal instructions before the time of delivery. The packaging must be clearly marked to show to whom it belongs. You must pay the cost of all carriage and handling for the return of the packaging. We shall not be liable for any package lost or damaged in transit.

13 Our Right of Cancellation

In addition to EGL's other rights of cancellation under this Contract, we may cancel the Purchase Order and any Purchase Order amendment/variation thereto at any time by sending you a notice of termination. You will comply with any instructions that we may issue with regard to the Goods.

If you submit a termination claim then we will pay you the cost of any commitments, liabilities or expenditure that in our reasonable opinion were consequences of this Contract at the time of termination. The total of all payments made or due to you under this Contract, including termination payment shall not exceed the price. If you fail to submit a termination claim within 3 months of the date of our notice of termination then we shall have no further liability under the Contract.

14 Property and Risk

You shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.

Ownership of the Goods shall pass to us:

- a) When the goods have been delivered but without prejudice to our right of rejection under this Contract, and
- b) If we make any advance or stage payment, at the time such payment is made, in which case you must as soon as possible mark the Goods as our property.

15 Invoicing and Credits

Your invoice must quote the full Purchase Order number and be addressed to the Company:
Eden Geothermal Ltd,
Bodelva,
Par,
Cornwall, PL24 2SG.

The invoice should display full details of the goods or services invoiced including quantities supplied and unit prices.

Where goods or services ordered are not all supplied at the same time it will be appropriate to have more than one invoice covering the Purchase Order.

You will be asked to issue a credit note in a number of circumstances, including;

- An invoice includes items not on a Purchase Order;
- The prices on the invoice do not agree to the Purchase Order;
- Goods have been returned;
- Goods or Services have not been supplied;
- Goods or Services are of inferior quality or damaged.

16 Payment

Unless stated otherwise in the Contract we shall pay you on or about one month following the date of the invoice.

You will supply a statement of outstanding invoices on a monthly basis to enable us to ensure that our payments are complete.

We shall not be held responsible for delays in payment caused by your failure to comply with our invoicing instructions. Any credit notes that are due must be supplied before payments will be made.

In some cases EGL may agree to make interim or deposit payments to the supplier in the terms of the Contract. Any such payments made in advance of the supply of Goods shall be returned forthwith if the Contract is terminated for any reason other than by our default or in accordance with Condition 5.

17 Right of Set Off

Whenever under the Contract any sums of money shall be recoverable from or payable by you, they may be deducted from any sums then due or which at any later time may become due to you under this Contract or under any other Contract You may have with us.

18 Your Warranty

It is expressly agreed between us that:

- a) You shall promptly make good at your expense any defect in the Goods that we discover under proper usage during the first 12 months of actual use or 18 months from the date of acceptance by us whichever period shall expire first. Such defects may arise from your faulty design, your erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of your obligations whether in this Contract or at law.
- b) Repairs or replacement will be covered by the above warranty but for a period of 12 months from acceptance by us.
- c) You will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the goods.

19 Indemnity and Insurance

- a) You shall indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than a result of any defaults or neglect of ourselves or of any person for whom we are responsible) which shall have incurred in connection with any work executed by you under this Contract or shall be alleged to be attributable to some defect in the Goods.
- b) This Purchase Order is given on the condition that (without prejudice to the generality of Condition 19(a)) you will indemnify against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may incur either at common law or by statute (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) in respect of personal injury to or death of any of your or our employees, agents, sub-contractors or other representatives while on our premises

whether or not such persons are (at the time such personal injury or death are caused) acting in the course of their employment

- c) You will indemnify us against all loss, costs, expenses and liabilities caused to us whether directly as a result of the action, claim or demand of any third party by reason of any breach by you of these conditions or of any terms or obligations on Your part implied by the Sale of Goods Act 1979, by the supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the Contract or to Goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of our rights under Condition
- d) You shall hold satisfactory insurance cover with a reputable insurer to fulfil your insurance obligations for the duration of this Contract including public liability insurance cover of at least £2m. You shall effect insurance against all those risks arising from your indemnity in Conditions 19(c). Satisfactory evidence of such insurance and payment of current premiums shall be shown to us upon request.

20 Assignment and Sub-letting

The Contract shall not be assigned by you nor sub-let as a whole.

You shall not sub-let any part of the Contract without our written consent, but we shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the Contract.

You shall be responsible all work done and Goods supplied by all subcontractors.

21 Articles on loan

All tools, materials, drawings, specifications and other equipment and data ("the Articles") loaned by us to you in connection with the Contract shall remain always our property and be surrendered to us upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by you solely for the purpose of completing the Contract.

You agree that no copy of the articles will be made without the consent in writing of our authorised officer.

Until you return all the articles to us they shall be at your risk and insured by you at your expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by you at your expense.

All scrap arising from the supply of such articles must be disposed of at our discretion and all proceeds of sales such as scrap must promptly be paid to us in full.

22 Data Protection

Any information derived from our property or otherwise communicated to you in connection with the Contract shall be kept secret and confidential and shall not without the consent in writing of our authorised officer, be published or disclosed to any third party, or made use of by you except for the purpose of implementing the Contract.

23 Ownership of Results

If the Contract involves design and/or development work:

- a) All rights in the results of work arising out of or deriving from this Contract, including interventions, designs, copyright and knowledge shall be our property and we shall have the sole right to determine whether any letters patent, registered design, trademark and other protection shall be sought.
- b) You shall promptly communicate to us all such results and shall if requested and at our expense do all acts and things necessary to enable us or our nominee to obtain letters patent, registered designs and other protection for such results in all territories and to assign the same to us or our nominee.
- c) You shall ensure that all technical information (including computer programmes and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information that becomes public other than by breach of this Contract.

24 Infringement of Intellectual Property Rights

With the exception of Goods made to our design or instructions, you warrant that neither the Goods nor our use of them will infringe any patent registered design trade mark copyright or other protected right and undertake to indemnify us against all actions claims demands costs charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.

25 Integrity

We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate. We take a zero-tolerance approach to bribery and corruption and are committed to implementing and enforcing effective systems to counter bribery.

We will award contracts to suppliers based upon our assessment of quality, price, sustainability and any other factors that we deem appropriate. In many cases our procedures will need to follow procurement regulations laid down by the UK Government or the European Commission. We will not accept facilitation payments or "kickbacks" of any kind, or allow bid rigging of any kind.

You may only make a gift or offer hospitality to the company, staff or agents if the specific conditions set out as acceptable in the EGL Anti-Corruption and Bribery Policy are met. Payments of cash or cash equivalents are not acceptable.

In the event of any breach of this Condition, we shall, without prejudice to any other rights we may possess, be at liberty forthwith to terminate this and any other Contract and to recover from you any loss or damage resulting from such termination.

Our Anti-Corruption and Bribery Policy is available upon request.

26 Non Observance of Condition

If you breach or fail to observe any provision of this Contract we may give you written notice of such breach or non-observance and you shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. Should you fail to rectify the breach or non-observance, then we shall have the right to give you written notice terminating the contract with immediate effect.

27 Waiver

A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract; nor shall the waiver of the break of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

28 Matters Beyond Control

If either party is delayed or prevented from performing its obligations under this Contract by circumstances beyond the reasonable control of either party (including without limitation any form of Government intervention, strikes and lock-outs relevant to the Purchase Order or breakdown of plant) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order then the Contract may be cancelled by either party.

We shall pay to you such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by you under the Purchase Order prior to cancellation but only in respect of work performed by you under the Purchase Order prior to cancellation but only in respect of work for which we have received full benefit as originally contemplated in the Contract.

This provision can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

29 Your Insolvency

If you suffer the making of Interim Order or a petition is presented or an Order is made for you to become insolvent or you make an arrangement with your creditors or have an administrator or an administrative receiver or a receiver and manager appointed of the whole or any part of your undertaking property or assets or a petition is presented or an order is made or a resolution is passed or analogous proceedings are taken for you to be wound up (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by us) or any distress or execution is levied upon any of your Goods or property, we may, without replacing or reducing any other of our rights, terminate the Contract with immediate effect by written notice to you or any person in whom the Contract may have become vested.

30 Notice

All notices and communications required to be sent by you or us in this contract shall be made in writing and sent by first class mail and if sent to you sent to your registered or head office, and if sent to us sent to the Finance Director, Eden Geothermal Ltd, Eden Project, Bodelva, Par, Cornwall, PL24 2SG and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

31 Amendment

No addition, alteration or substitution of these conditions will bind us or form part of the Contract unless and until accepted in writing by our authorised officer.

32 Law

This Contract shall be subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

33 Eden Geothermal Policy Documents

Upon request we will supply our policy documents which include:

- Procurement Policy
- Sustainability Policy
- Health and Safety Policy
- Anti-Corruption and Bribery Policy

34 General

If at any time one or more of the Clauses (or any paragraph, sub paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these conditions and the validity and/or enforceability of the remaining provisions of these Clauses shall not as a result of such deemed omission in any way be affected or impaired.



The Terms and clauses contained in these Conditions together with such other terms as are expressly incorporated in them by reference or otherwise agreed in writing by you and us shall together constitute the entire agreement between you and us relating to the purchase of the Goods and Services and there shall be deemed to be incorporated and merged in such agreement any and all statements, representations promises, undertakings and warranties by or on behalf of and the parties of whatsoever nature and when so ever made.

Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.