

Eden Geothermal Limited  
The Eden Project  
Bodelva  
Par  
PL24 2SG

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

Date: 9<sup>th</sup> December 2022

### **INVITATION TO TENDER**

Dear Sir/Madam

<b>Project</b>	Eden Geothermal Project
<b>Tender Name</b>	Electric submersible pump for the coaxial heat system
<b>Tender reference</b>	EGL-ITT-CO73

You are invited to submit a competitive tender for the supply of an electric submersible pump for a project co-funded by the European Regional Development Fund.

Please submit your proposal in full no later than:

**Thursday 5<sup>th</sup> January 2023 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:

**Tuesday 20<sup>th</sup> December at 12.00 noon**

We look forward to receiving your submission.

Yours faithfully

Augusta Grand  
Executive Director



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## Invitation to Tender:

# Electric Submersible Pump for the Coaxial Heat System

<b>Project</b>	<b>Eden Geothermal Project</b>
<b>Tender reference</b>	EGL-ITT-CO73
<b>Revision</b>	Ver 1.0
<b>Release Date</b>	9 <sup>th</sup> December 2022
<b>Issuer</b>	Eden Geothermal Limited ("EGL")
<b>Supplier Response Date</b>	5 <sup>th</sup> January 2023 at 16.00

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## 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 an electric submersible pump (ESP) for the coaxial heat system in the deep geothermal well EG-1 at the Eden Project in 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 – 1k), 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-C073. Electronic submissions should include any relevant appendices and be in PDF or read-only format. Electronic tenders should be submitted to [tenders@edengeothermal.com](mailto:tenders@edengeothermal.com) and must be received into the mailbox by the deadline of **Thursday 5<sup>th</sup> January 2023 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 **Thursday 5<sup>th</sup> January 2023 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-C073 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-C073.

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-C073) 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 1k 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 detailed description and scope of services to be provided are set out in Part C (Section 4).

In summary, EGL's requirements are for the supply of a suitable electric submersible pump to be installed within the top of a coaxial system that is due to be installed in the deep geothermal well EG-1 at the Eden Project. The pump will be attached to 3½" EUE tubing and installed at a depth of approximately 250-300 metres within 7" tubing and will be used to extract hot water from the tubing, which is open-ended and runs to a depth of ~3,800 metres. The coaxial tubing is scheduled to be run in early February 2023 and we wish the pump to be installed simultaneously or as soon as possible thereafter, with the aim to commence production of hot water by spring 2023.

The successful contractor will supply and deliver the submersible pump as described in the specification in section 4, and will send an engineer to supervise installation and commissioning.

## **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 contract between EGL and the successful bidder will be EGL's Terms and Conditions, a copy of which are provided as Appendix C, 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 should be in £ sterling and will be fixed, 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	Friday 9 <sup>th</sup> December 2022
Closing date for clarification questions	12:00 hours Tuesday 20 <sup>th</sup> December 2022
EGL to respond to clarification questions	Thursday 22 <sup>nd</sup> December 2022
Tender return date	16:00 hrs Thursday 5 <sup>th</sup> January 2023
Award decision communicated to the winning tenderer	Monday 16 <sup>th</sup> January 2023
Notify unsuccessful tenderers	Monday 16 <sup>th</sup> January 2023
Expected contract award date	Monday 16 <sup>th</sup> January 2023
Expected contract start date	Monday 16 <sup>th</sup> January 2023
Expected contract completion date	TBC by bidder: estimated Q1 2023

**Date set for the receipt of bids at Eden Geothermal Ltd: Thursday 5<sup>th</sup> January 2023 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.

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. 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. 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 first of the two boreholes was completed in October 2021. The temperature at 4,800 m (true vertical depth) is around 190°C.

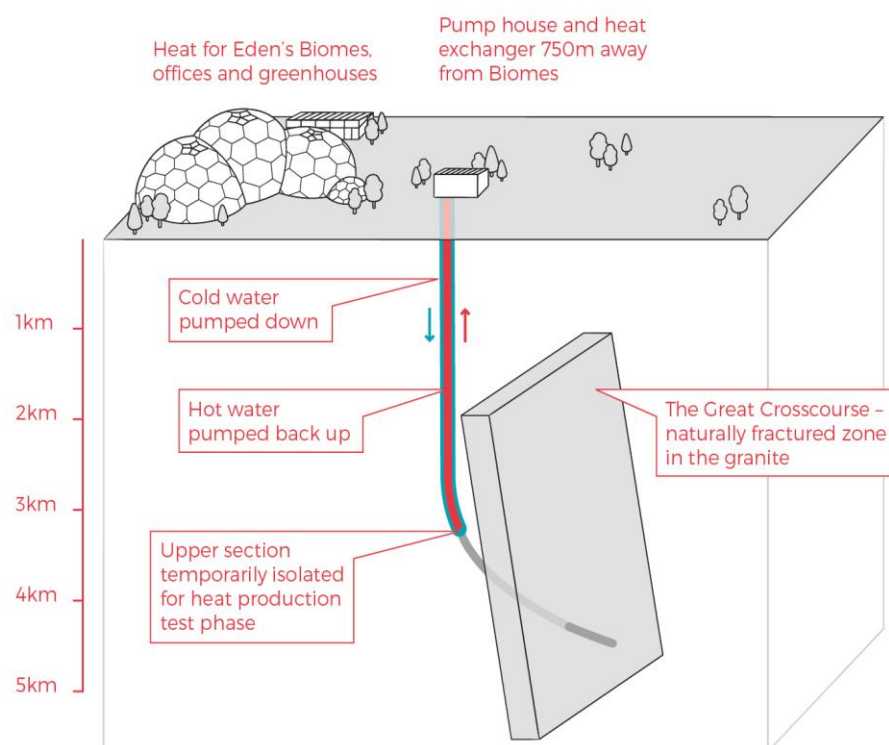
The Eden Geothermal Project is being completed in two independent phases.

- 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 (complete); well/fault

permeability testing (underway) and heat demonstration through supply of heat to the Eden Project, using a coaxial circulation system. Phase 1 is the focus of this contract.

- A planned second phase (dependent on Phase 1) will involve drilling a second well and constructing a combined heat and power plant.

### *Phase 1 of Eden Geothermal Project*



## **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.

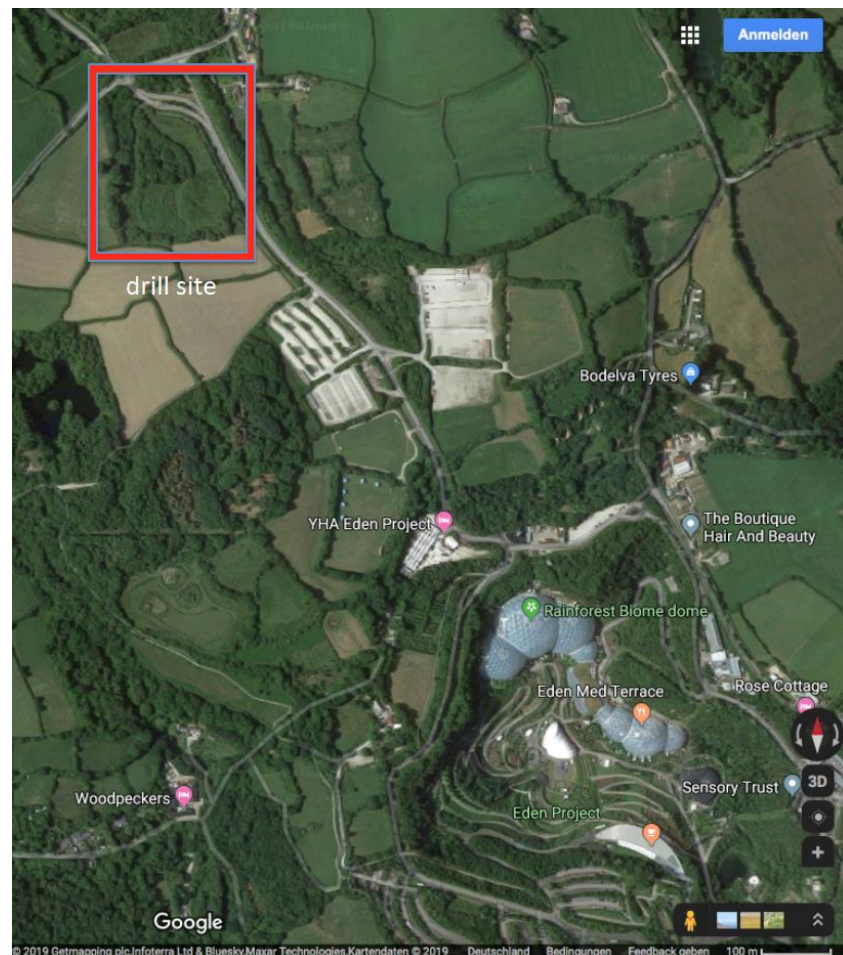
EGS Energy Ltd is a UK private limited company, incorporated in 2008 and established by Roy Baria and Guy Macpherson Grant to develop deep geothermal energy solutions in the UK. BESTEC (UK) Ltd is a UK private limited company incorporated in June 2012 and established by Jörg Baumgärtner to perform deep 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.

### 3.3 Eden Geothermal Development Site

The Eden Geothermal site lies adjacent to the North Gate of the Eden Project in Cornwall (National Grid Reference NGR: 204310 055710) – as shown below. A plan of the site showing the layout during the drilling of the first well is provided in Appendix A.



### 3.5 Access

The Eden Project is located approximately 2 - 3 km north-east of the town of St Austell in the southern part of Cornwall.



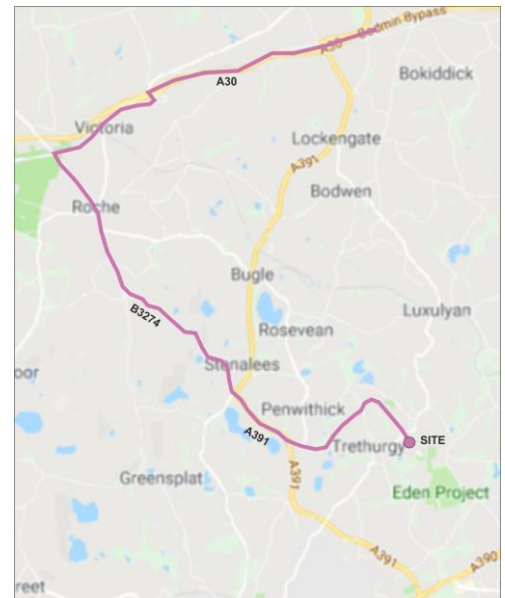
### Access by train from London:

From Paddington Station, First Great Western runs trains to Cornwall which stop at all the principal stations throughout Cornwall including St Austell and Par.

### Access by car/van

The main route into Cornwall is via the M5 motorway to Exeter and either the A30 or the A38 trunk roads through Cornwall. The majority of the A30 is dual carriageway. The Eden Project is signposted from the A30.

The Eden Project is well connected by road, either (i) from the A30, via the A391; (ii) from Truro by the A390 (westbound); or (iii) from Plymouth by the A38 and A390 (eastbound). The road distance from Plymouth to St Austell is 26 miles or 42 km.



### Access by truck/HGV/crane

The recommended transport route for HGVs to and from the Eden Project is either:

- From the Innis Downs junction on the A30, taking the A391 through Bugle, Stenalees and Carluddon and onto the Eden Project; or
- From the Victoria Interchange on the A30, taking the B3274 through Roche and Trezaise to Stenalees, then the A391 to Carluddon and onto the Eden Project.

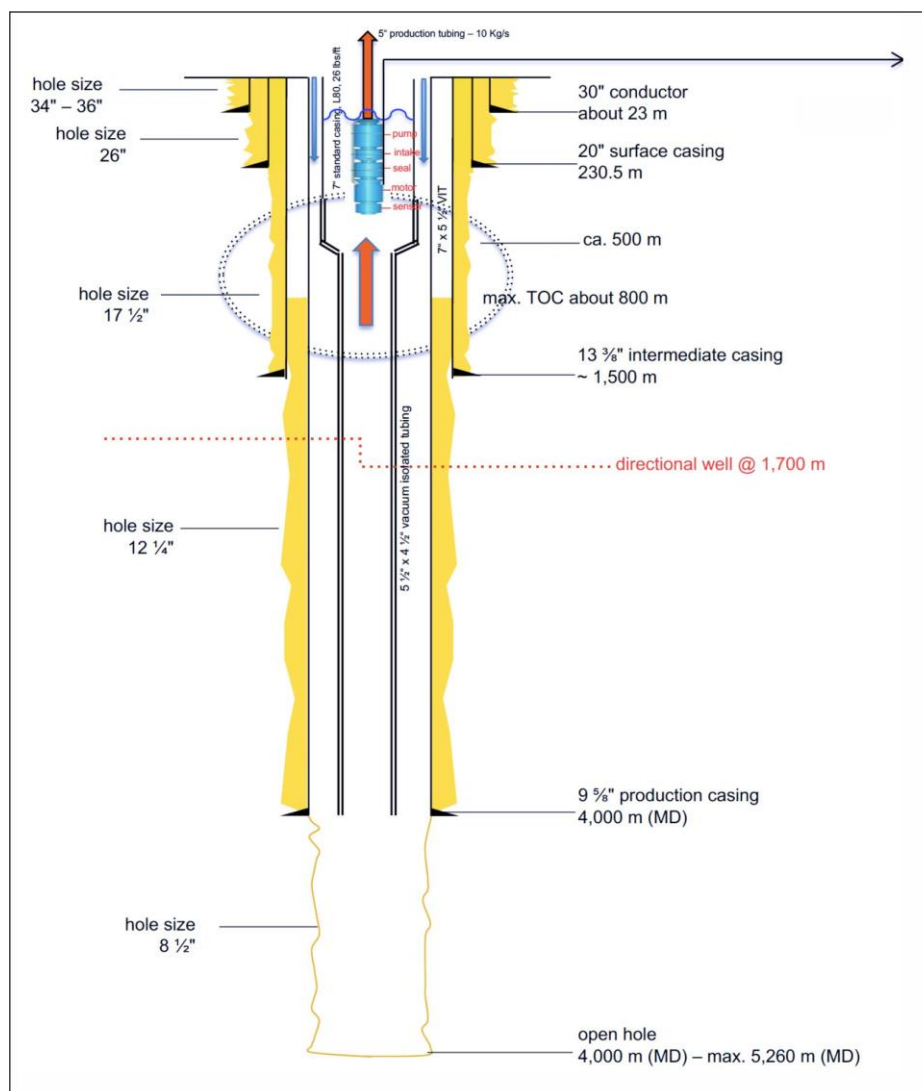
## PART C: EGL's REQUIREMENTS/ SCOPE OF WORK

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

Eden Geothermal Ltd invites tenders for an electric submersible pump (ESP) for Phase 1 of the Eden Geothermal Project. The technical requirements are set out in Sections 4.1 to 4.2 together with Schedule 3.

#### 4.1 Well and site location information

A submersible pump is required to be installed in the vertical position at a depth of approximately 250-300 metres within 7" tubing, as illustrated in the schematic below:



The fluid to be produced by the pump will be predominantly fresh water that is circulated within the coaxial system (as shown in the schematic above). There may be a minor inflow contribution (circa < 1 l/s) of hot (circa 150°C) water from the formation at a depth of 3,950 m, which is likely to be a brine with no significant gas impurities.

The ambient air temperature typically varies seasonally from -5°C - 25°C.

## 4.2 Pump specification and performance

The tubing within which the pump will be installed is 7" standard casing L80, 26 lb/ft - nominal ID = 6.276 inches (159 mm). The wellhead diagram is shown in Appendix B.

The specifications and standards for the pump to be supplied are set out below and in Schedule 3. The purpose of the pump is to extract hot water via 3,800 metres of P110 5½" x 4½" vacuum insulated tubing (VIT), with a nominal internal diameter of 3⅞" (98.4 mm). Once at surface the hot water will pass through a heat exchanger that will feed a closed-loop heat main serving the heat demand facilities at the Eden Project. The cooled water from the heat exchanger will be re-injected down the annulus of the well, between the inside of the 9⅝" casing and the outside of the 5½" VIT. As this water descends, it will gain heat from the formation and will enter the bottom of the VIT as hot water, from where it will be pumped to surface – closed-loop circulation. This system is modelled on purely conduction heating, with no element of convection contribution.

The pump specifications are:

- Setting depth: Approximately 250 – 300 m below ground level (MD)
- Inclination of the well at setting depth: Vertical
- OD of pump: Maximum of 150 mm (6 inches)
- Flow rate (\*): 3 – 10 l/s
- Temperature (\*\*): 140°C short-term – decreasing to 85-90°C long-term
- Undisturbed water level: ~ 50 m below ground level
- Expected drawdown: - 100 m (water level at -150 m)
- Desired Wellhead Pressure: ~ 9 bar (3 bar friction losses, 6 bar injection pressure)
- Pump head (conservative): Lift: 170 m; surface friction: 30 m; reinjection: 60 m (estimate) = 260 m
- Desired Minimum Pump Intake Pressure (PIP): 10 – 15 bar



- Motor power: To be defined
- Frequency variator Required
- Wellhead slips and seals: Required - flange connection API 11" – 5K
- Tubing connection: Connected to and suspended from 3½" EUE tubing (or drillpipe)

The supplier will be expected to supply the following items:

- (i) the pump;
- (ii) the power cable, including protectors and banding;
- (iii) the wellhead assembly for installation, including the cable penetrator and the tubing hanger adapted to fit an 11" – 5000 psi API flange;
- (iv) the variable frequency drive (VFD) and the control unit, as well as all necessary consumables.

The pump control will be required to have at least 12 I/O channels (A/I) to cover all sensors on top of the pump control. This unit will require an internet connection to the smart drive.

**(\*) Flow rate -** the output flow rate of the pump will need to be variable within the range 3 – 10 l/s. At the start of the operation the flow rate will be adjusted until an optimum heat delivery is achieved. However, the flow rate may need to be varied during the operational programme to suit demand.

**(\*\*) Temperature –** the formation temperature at a depth of 3,800 metres is approximately 150°C. At the start of pumping, the hot water in the well at a depth of 3,800 metres will enter the bottom of the VIT and will reach the submersible pump at an estimated initial temperature of 140°C. However, this water will be cooled at surface to between 60 - 80°C and reinjected down the annulus. Therefore, this will immediately start to cool the production water. It is estimated that after about 5 days the production temperature will have decreased to between 80 - 85°C and will continue to gradually decline.

The power available on site is 3-phase 315 KVA (400 V at 50 Hz).

It is envisaged that the pump will be required to operate for a period of at least 5 years. During that time EGL will aim to maintain the pump in continuous operation and will endeavour to minimise the amount of stop-starts.

It is considered unlikely that significant quantities of formation fluid will enter the well during circulation. Therefore the circulating fluid can be considered to be hot fresh water, possibly with the addition of oxygen scavenger to avoid corrosion and scaling in the annulus.

The pump and its components must be manufactured of suitable materials to meet the requirements and long-term reliability demanded by EGL.

The supplier will be expected to provide full details about the pump, its components, its performance and its input power requirements.

#### **4.3 Delivery, installation and commissioning**

Delivery should be scheduled for mid-February 2023 or as soon as possible thereafter (to be confirmed by the bidder when submitting their tender, as part of Schedule 3) to the EG-1 well site, as detailed in section 3.3 Eden Geothermal Development Site. Eden Geothermal will provide a suitable area within their site for the safe delivery and storage of the pump prior to installation. EGL will arrange and supervise the deployment of the pump.

The supplier will be expected to send an engineer to the EGL site during the installation / deployment of the pump to oversee and assist with its installation and commissioning.

## 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 1k 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 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 Insurance Cover

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 Warranties and Quality Control

For any Applicant to be successful, adequate proof of warranties and quality control will be required. The Applicant must complete **Schedule 1g** with the relevant information and confirm that the details entered are correct.

#### 5.1.6 Equality and Diversity

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

#### 5.1.8 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 1i & 1j**. 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.

#### 5.1.9 Company Experience

The Applicant should provide details in **Schedule 1k** 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.

#### 5.1.10 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**. Evidence should be provided to demonstrate:

- A specification of the pump, its performance, the materials used and the operational power demand to meet EGL's requirements as set out in Part C and Schedule 3 of this document.

- The date by which the pump can be delivered to the Eden Geothermal site.

### 5.3 Commercial Submission

The Applicant is required to provide the prices requested in Schedule 4, which will include service rates and other ancillary prices.

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 C, which 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)	50%
Commercial Criteria (Schedule 4)	50%

## 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) Warranties and Quality Control – Schedule 1g
- h) Equality and Diversity – Schedule 1h
- i) Health & Safety – Schedule 1i
- j) Quality Assurance and Environmental Management Systems – Schedule 1j
- k) Company Experience – Schedule 1k

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 to supply EGL with a product that meets all of the technical 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 ability and understanding to supply provide the services requested, with full evidence provided to support this.
<b>4</b> Good	Above average demonstration of the ability and understanding to provide the services requested, with a majority of evidence provided to support this.
<b>3</b> Acceptable	Satisfactory demonstration of the ability and understanding to provide the services requested, with some evidence to support this.
<b>2</b> Minor Reservations	Some reservations regarding the ability and understanding to provide the services requested, with little or no evidence to support this.
<b>1</b> Major Reservations	Serious reservations regarding the ability and understanding to provide the services requested, with no evidence to support this.
<b>0</b> Unacceptable	Non-compliance and/or insufficient information provided to demonstrate that there is the ability and understanding to provide the services requested.

### **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 one and a half times 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 4. 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		
Country of registration		
Immediate parent company		
Ultimate parent company		
Type of company (please tick relevant box)	Public limited company	
	Limited company	
	Limited liability partnership	
	Other partnership	
	Sole trader	
	Other	
Size of company (please tick relevant box)	Small or medium enterprise	
	Large enterprise	
Tendering model (please tick relevant box)	Prime Contractor delivering 100% of the key contract deliverables	
	Prime Contractor using third parties to deliver some of the services	
	Prime Contractor operating as a Managing Agent using 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' audited 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</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.		
(c) Has there been any event since the last audited accounts that could affect the going concern status of the company?  If yes provide details	Yes / No	
(d) VAT Registration 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

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:  (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
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(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;		
(x) disproportionate history of personnel and technical safety violations		
(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;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(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;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009;		
(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		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—  (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or  (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
(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).		

## 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 / Product 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 – Warranties and Standards

The Supplier 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 Supplier, after delivery, the Supplier shall repair or replace the suspect material or its component at its sole expense. The term “sole expense”, however, specifically excludes consequential damages. Repaired / replaced material or its component must be fully warranted for a further 12 months.

Product Warranties	
<p>The Supplier shall fully warrant the material supplied against defects in material and workmanship for a minimum period of 12 months after receipt of installation.</p> <p>If other please state the warranty period.</p> <p>In the event of a warrantable failure during the warranty period, as mutually agreed upon by Buyer and Supplier, after delivery, the Supplier shall repair or replace the suspect material or its component at its sole expense. The term “sole expense”, however, specifically excludes consequential damages. Repaired / replaced material or its component must be fully warranted for a further 12 months.</p>	12 months / Other

## Schedule 1h - 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 1i - 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.

	Enclosed	Not Applicable
(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.		
	None	Enclosed
(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 1j - 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 1k - Company Experience

Using the table below, please provide details of 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 and specifically relate to geothermal applications. 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.

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.

	Contract 1	Contract 2	Contract 3
<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.

In order to pass Schedule 1k and progress to full technical evaluation, applicants must provide evidence that the lead applicant can provide the services required by EGL.

**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, and with this in mind, we ask tenderers to pay particular attention to the 'Personnel' and 'Methodology and Approach' categories of 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).

### **Submission of Supporting Information**

Please clearly label/reference any supporting information submitted in conjunction with Schedule 1k and list all documents using the table below. If appropriate/ necessary, provide a brief explanation of why you have included it. You may add more rows if necessary.

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 Submission

The service to be provided is defined in Part C – Section 4: EGL’s Requirements / Scope of Work.

### Evaluation Criteria

There are three technical (quality) evaluation criteria:

- Specification, Materials and Quality Assurance
- Performance and Operation
- Delivery

Each category will be evaluated in line with the scoring criteria set out in Section 6.2.

*Important note:* The information submitted under ‘Company Experience’ in Schedule 1k 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, and with this in mind, we ask tenderers to pay particular attention to the ‘Personnel’ category of their technical submission (Schedule 3).

### Category 1: Specification, Materials and Quality Assurance (15% of total marks)

#### Downhole assembly

Please provide the specifications of the ESP assembly, including:

- make and type of submersible pump
- pump HP
- pump efficiency curves
- pump efficiency at 0.8 power factor
- number of stages, total length of pump, and motor
- pump diameter, motor diameter
- make and type of starter
- protector specification
- outlet connection size, type and diameter
- details of the power source required to operate the pump
- downhole sensors, including temperature and pressure sensors at the base of the pump

Please provide details of the materials used in the various components of the ESP, including:

- impellers, which should be abrasion resistant statically and dynamically balanced
- main pump body, which should be corrosion resistant
- pump shaft, coupling, suction grid & retaining valves, non-return valve and strainer
- tightening bolts and lock nuts
- seals
- bearing types, both at the non-drive and drive ends

### Cable and accessories

Please provide the following details:

- downhole power cable - size and type
- motor lead extension (MLE)
- cable banding

### Surface equipment

Please provide the following details:

- the VFD unit,
- the control and starter system,
- the data acquisition and management system
- the connection box,
- the wellhead assembly for installation and cable isolation

Please provide details of the motor(s) type (i.e 3-phase, squirrel cage, induction type), which shall comply with the relevant BS standards. The motors shall be built of high-grade components and materials and shall be designed to run at high power factor and efficiency.

Please specify any additional equipment, such as automatic protection for over loading and water level monitoring for dry run protection.

Please supply evidence of the certification that will be provided to EGL verifying the quality control of the materials and the manufacture of the pump.

## **Category 2: Performance and Operation (25% of total marks)**

Please provide pump performance curves and motor performance curves and operational specifications.

Please specify or confirm the following:

- the starting (locked rotor) current and starting torque of the motor(s)
- maximum and minimum discharge flow rates
- maximum discharge pressure
- pump discharge and total head.
- complete pump performance curves at duty point and at different heads and discharge

Please confirm that copies of the following documents will be supplied in English:

- Installation and Operation Manuals
- Maintenance and Servicing Manuals

Please state any significant benefits or special features that characterise the proposed pump.

Please provide information and terms of guarantees in relation to pump performance, operation and lifetime and to the surface equipment.





## 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

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

There are two sections for bidders to complete:

- 1 Tender Price - including the supply and delivery of the electric submersible pump, as defined in Section C and the cost for an engineer to attend site to oversee and assist with the installation and commissioning of the pump.
- 2 Declaration.

### 1. Tender Price

Please complete the tables below to provide the complete price to deliver the scope of work set out in Section C and Schedule 3, to include the fabrication, delivery and installation of the component items listed to your entire satisfaction by the date committed to by you in Schedule 3.

Materials and fabrication	Quantity	Unit cost (£)	Price (£)
Supply of the electric submersible pump and cable			
Supply of VFD and control system			
Supply of connection box			
Supply of wellhead assembly			
Supply of pressure and temperature sensors			
Supply of any additional equipment (note 2)			
Delivery to the EGL site			
<b>Total price</b>			

(\*) please specify

Engineer	Quantity	Unit cost (£)	Price (£)
Engineer – cost on site during installation			
Engineer – subsistence and expenses			
Engineer – mobilisation / demobilisation			
Other costs			
<b>Total price</b>			

Summary of Pricing for Evaluation Purposes (exc VAT)	
Supply of pump, associated items and delivery	
Engineer costs	
<b>Total Price (exc VAT)</b>	<b>£</b>

Standby rates	Unit cost (£)
Engineer – daily rate	
Engineer - subsistence and expenses	
Other costs	

### Notes

#### 1 Currency / VAT

All prices to be shown in £ sterling, and excluding VAT.

#### 2 Other Items or Charges

Please ensure that sufficient description is included to give a proper understanding of the charges.

## 2. 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

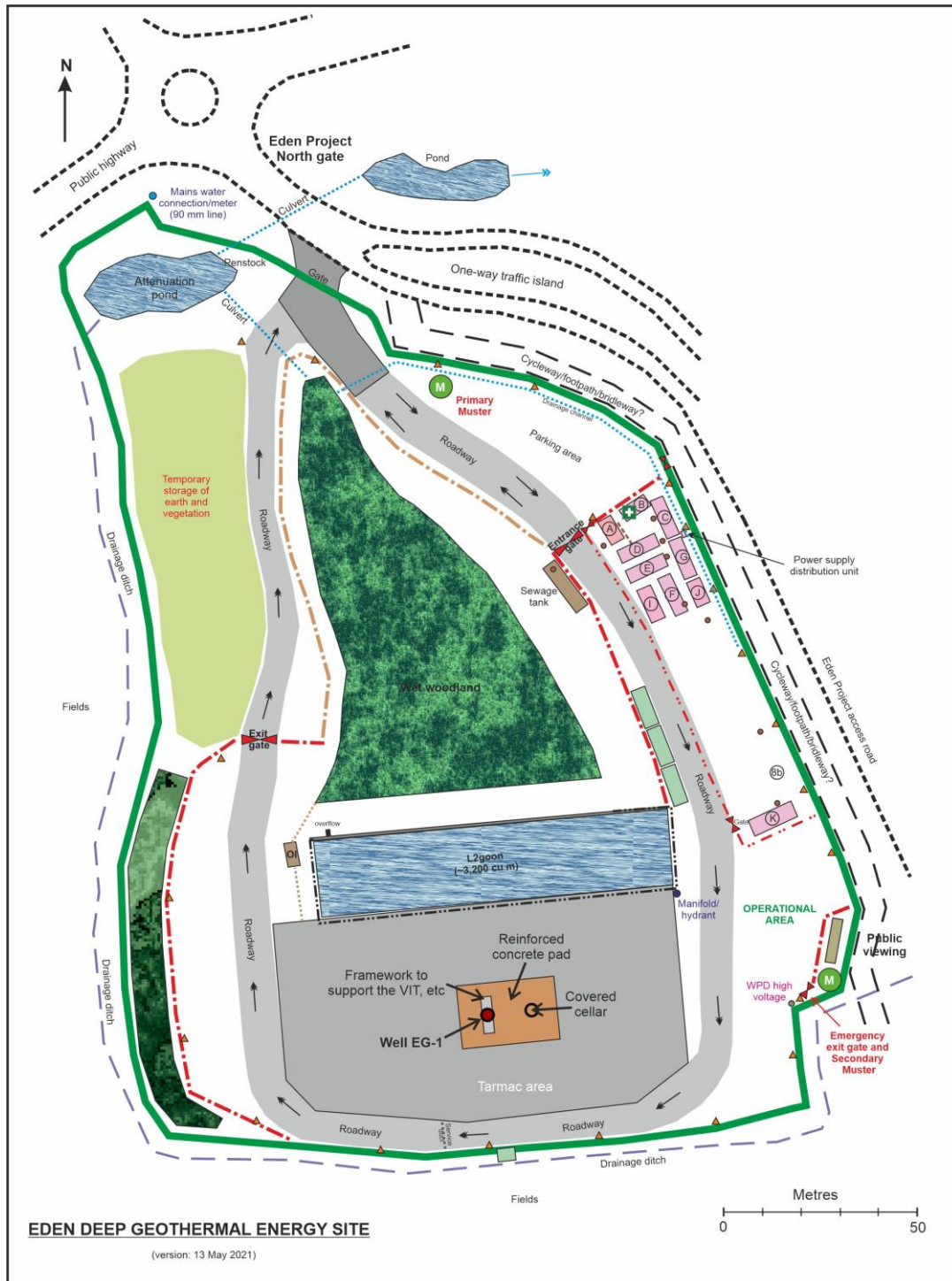
Eden Geothermal Limited may be obliged to disclose information in or relating to this Tender following a request for information under the FOIA or EIR. Please outline in the table below items that you consider to be genuinely Confidential and/or Commercially Sensitive which should not be disclosed in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

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

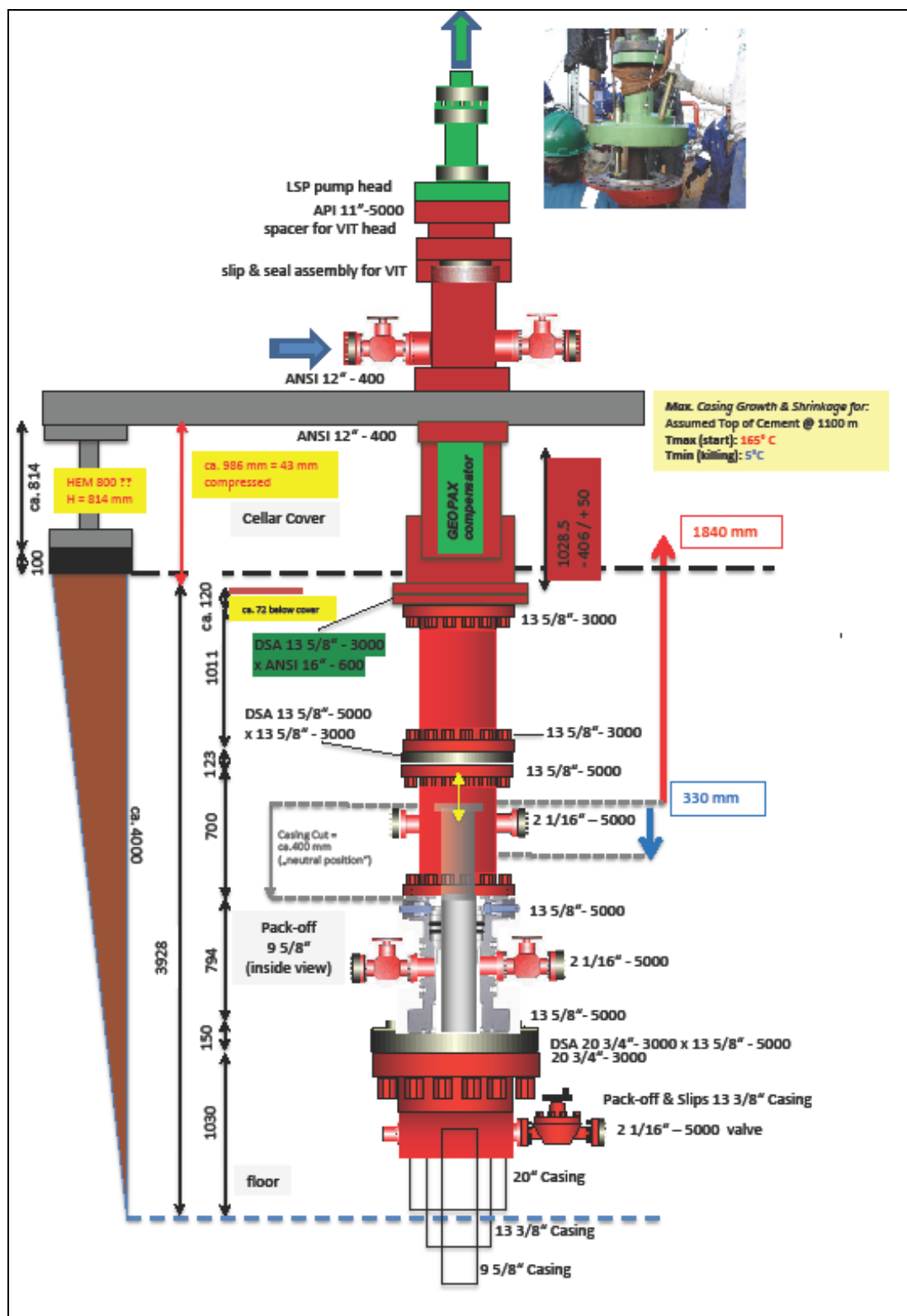
This schedule will be kept with the Tender documents for consideration should a request for information under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 be received. This document will be destroyed in line with the retention and destruction policy of Eden Geothermal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

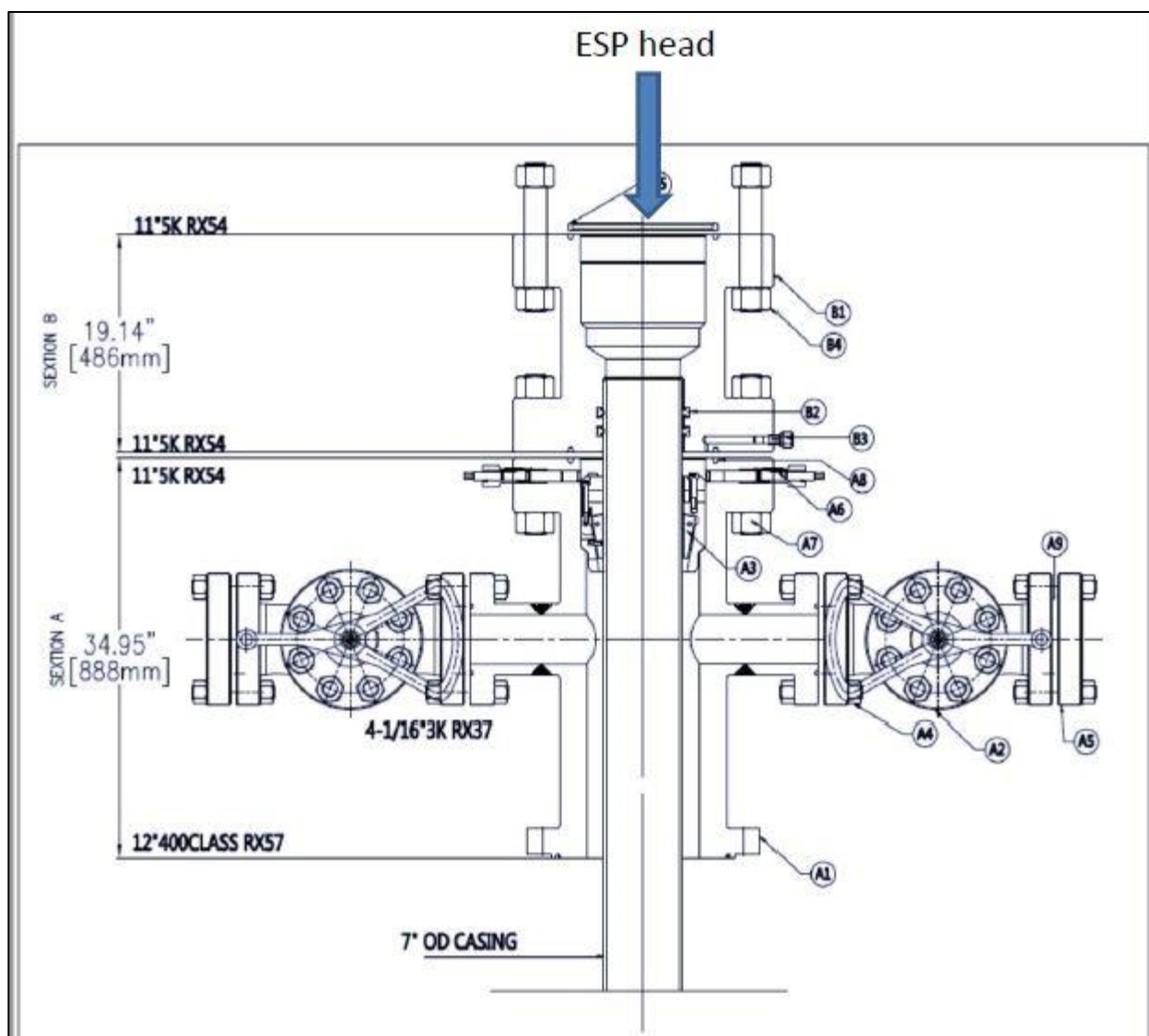
## APPENDICES

### APPENDIX A – Plan of Drilling Site



## APPENDIX B – Wellhead Diagram





## APPENDIX C - Contract Agreement

### Supply of an Electric Submersible Pump – C073

#### *EGL Terms and Conditions*

#### 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

The 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 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

### 31 The Contract

Set out in agreement above.

### 32 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.

### 33 Quality and Description

The Goods or Services shall:

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

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

## **34 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).

## **35 Work on our Premises**

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

- g) 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;
- h) 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;
- i) 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;
- j) You shall ensure that there is the minimum amount of disruption to our business;
- k) 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;
- l) You shall ensure that you have all appropriate insurances in place such as Employer's Liability and Public Liability.

## **36 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.

## **37 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.

## **38 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.

## **39 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.

## **40 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

## **41 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.

## **42 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.

## **43 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:

- c) When the goods have been delivered but without prejudice to our right of rejection under this Contract, and
- d) 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.

## **44 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.

## **45 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.

## **46 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.

## **47 Your Warranty**

It is expressly agreed between us that:

- d) 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.
- e) Repairs or replacement will be covered by the above warranty but for a period of 12 months from acceptance by us.
- f) 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.

## **48 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.

## **49 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.

## **50 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.

## **51 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.

## **52 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.

## **53 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.

## **54 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.

## **55 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.

## **56 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.

## **57 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.

## **58 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.