INVITATION FOR EXPRESSIONS OF INTEREST

Invitation title: Expression of Interest (EOI) to host World Geothermal Congress 2023
Reference number: IGA/WGC2023/2019
Date of issue: 15 February 2019
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**INTRODUCTION**

The International Geothermal Association (IGA) seeks Expressions of Interest (EOI) from member organisations who would like to host the World Geothermal Congress (WGC) in the year 2023 as further outlined in Part A.2.

IGA seeks to gain a more detailed understanding of the supplier market and range of solutions that may be available. Hence, this EOI process is the first stage of a multi-stage procurement process. For further information relating to the next stage of the EOI process, refer to clause 6 of Part B.2.

**STRUCTURE OF THE INVITATION**

This Invitation comprises the following sections:

- **Introduction** – contains an overview of the structure of the documents.
- **Part A – The Invitation**
  - Part A.1 – provides details about the procurement opportunity; and
  - Part A.2 – Overview of requirements
- **Part B – Conditions of participation** sets out the rules applying to the EOI process for the supply of services.
- **Part C – invitee’s response** details the information to be provided by invitees. Part C may include templates to be completed.
PART A – THE INVITATION

PART A.1 – ABOUT THIS INVITATION

1. Establishment details

<table>
<thead>
<tr>
<th>Organisation name:</th>
<th>International Geothermal Association</th>
</tr>
</thead>
<tbody>
<tr>
<td>EOI title:</td>
<td>WGC2023</td>
</tr>
<tr>
<td>EOI reference number</td>
<td>IGA/WGC2023/2019</td>
</tr>
</tbody>
</table>

2. Registration

<table>
<thead>
<tr>
<th>Registration location</th>
<th>Invitees must ensure that they register their details at <a href="http://www.lovegeothermal.org">www.lovegeothermal.org</a> to ensure they are kept informed of any changes that may arise in relation to this Invitation to supply</th>
</tr>
</thead>
</table>

3. Organisation contact

**Project manager**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Dr Marit Brommer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position title:</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Business unit:</td>
<td>IGA Head Office</td>
</tr>
<tr>
<td>Contact details:</td>
<td><a href="mailto:iga@lovegeothermal.org">iga@lovegeothermal.org</a></td>
</tr>
</tbody>
</table>

**Second contact person**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Gregor Rumberg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position title:</td>
<td>Head of Information Technology</td>
</tr>
<tr>
<td>Business unit:</td>
<td>IGA Head Office</td>
</tr>
<tr>
<td>Contact details:</td>
<td><a href="mailto:iga@lovegeothermal.org">iga@lovegeothermal.org</a></td>
</tr>
</tbody>
</table>

4. Closing time

<table>
<thead>
<tr>
<th>Central European Time (CET)</th>
<th>30 April 2019, 00:00 CET</th>
</tr>
</thead>
</table>

5. Lodgement details

<table>
<thead>
<tr>
<th>Website address</th>
<th><a href="http://www.lovegeothermal.org">www.lovegeothermal.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Access restrictions</td>
<td>Registration online prior to submission</td>
</tr>
<tr>
<td>Other requirements</td>
<td>Submissions in pdf format only</td>
</tr>
</tbody>
</table>
6. Briefing session/webinar

| Briefing session time and date | Time: 9am (CET)  
Date: 14 March 2019  
Time: 9pm (CET)  
Date: 28 March 2019 |
| Location of briefing session | Online. Send an email to iga@lovecogeo.org to obtain a link to webinar |
| Attendance at the briefing session is | optional |

7. Tentative timetable

Please note: this timetable provides invitees with an indication of the timing of the EOI process. The timetable is indicative only and may be changed by the organisation in accordance with clause 5.1 of Part B.

<table>
<thead>
<tr>
<th>End of period for questions or requests for information</th>
<th>31 March 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briefing webinar</td>
<td>14 March 2019</td>
</tr>
<tr>
<td>Closing time for invitee’s response</td>
<td>30 April 2019, 00:00 CET</td>
</tr>
<tr>
<td>Intended completion date of short-listing process</td>
<td>1-14 May 2019</td>
</tr>
<tr>
<td>Intended completion date of evaluation of invitee’s responses</td>
<td>15 May 2019</td>
</tr>
<tr>
<td>Notification to invitee[s]</td>
<td>15 to 31 May 2019</td>
</tr>
<tr>
<td>Intended date of tender process</td>
<td>1 June 2019</td>
</tr>
</tbody>
</table>

8. Evaluation criteria

An invitee’s response will be evaluated against:

[a] The requirements and evaluation criteria identified in Part A2; and

[b] the overall proposition presented in the invitee’s response.
PART A.2 – OVERVIEW OF REQUIREMENTS

The IGA is looking for the host to prepare a detailed plan on the organisation of World Geothermal Congress 2023. The purpose of the World Geothermal Congress is as follows:

*The premier global geothermal event for the sharing of knowledge and innovations from around the world, bringing together leaders of industry, academia, governments, NGO’s and communities to collaborate and provide thoughtful solutions for a sustainable world.*

The host is required to show its commitment towards delivering on the WGC purpose either as a single entity or in a consortium of partners. The host is required to demonstrate commitment to Geothermal Energy either through an active industry in the host country and / or geothermal initiatives adopted and / or implemented in host country.

**Mandatory requirements**

1) Host is a member of IGA
2) Details of venue and surrounding region [e.g., Conference hall should accommodate > 2000 persons; Exposition Hall should be at least 60,000 square ft; venue should also have at least 6-10 additional classrooms that hold at least 50 people for separate and parallel sessions; venue should have a separate administrative office for entity hosting the conference; venue must enable internet service for customers; venue should have nearby access to restaurants for participants; venue must be near hotels with enough available rooms to accommodate 3,000 guests; there must be safe and reliable public transportation between hotels and venue.]
3) Details of host on safety & security in the host country

**Other evaluation criteria**

i) Presence of Geothermal Industry in the host country. Geothermal Industry may encompass the following aspects of geothermal energy, i.e. high enthalpy geothermal for power production and/or low enthalpy for space heating, ground source heat pumps, agrifood sectors, metal extraction, direct use of geothermal energy.

ii) Airport is readily available

iii) Outline of expectation of risk and profit sharing between host [single entity or consortium] and IGA, including a description how to collaborate and finance an IGA Steering Committee / Operational Committee

iv) Visa Issues: Procedure to obtain the Visa, average duration of the process, countries around the world where the Visa can be issued
PART B.1 – NEW ZEALAND GOVERNMENT SPECIFIC REQUIREMENTS

1. INVITATION

1.1. Invitation

This invitation is not an offer. It is a formal request for invitees to submit an invitee’s response for the supply of services in response to the organisation’s requirements in Part A.2. Nothing in this Invitation is to be construed as creating any binding contract for the supply of goods and/or services [express or implied] between the organisation and any invitee.

1.2. Accuracy of invitation

The organisation does not warrant the accuracy of the content of this invitation and will not be liable for any omission from the Invitation documents.

1.3. Additions and amendments

The organisation reserves the right to change any information or to issue an addendum to this Invitation.

1.4. Representation

No representation made by or on behalf of the organisation in relation to this invitation [or its subject matter] will be binding on the organisation unless the representation is expressly incorporated into any contract[s] ultimately entered between the organisation and an invitee.

1.5. Licence to use Intellectual Property Rights

[a] Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only for the purpose of preparing an invitee’s response. Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the invitees by or on behalf of the organisation in connection with the EOI process are owned by [and will remain the property of] the organisation except to the extent expressly provided otherwise.

2. COMMUNICATION

2.1. Communication protocol

All communications relating to this Invitation and the EOI process must be directed to the project manager.

2.2. Requests for clarification

[a] Any questions or requests for clarification or further information regarding this Invitation or the EOI process must be submitted to the organisation contact in writing at least 5 working days prior to the EOI closing time.

[b] The organisation is not obliged to respond to any question or request for clarification or further information.

[c] The organisation may make available to other prospective invitee’s details of such a request together with any response, in which event those details shall form Part of this Invitation.
2.3. **Briefing webinar**

The organisation will hold briefing sessions at the location(s) and time(s) specified in Item 6 of Part A.1. The briefing session is **optional**.

2.4. **Unauthorised communication**

   [a] Communications (including promotional or lobbying activities) with staff of the organisation or
   
   [b] consultants assisting the organisation with the EOI process are not permitted during the EOI process except as provided in clause 2.1 above, or otherwise with the prior written consent of the organisation contact.
   
   [c] It is deemed permissible for the host to invite the project manager and representatives of the IGA Board of Directors for a site visit to host country. The organisation is not obliged to respond positively to such an invitation.
   
   [d] Gifts or cash to the project manager or any IGA representative is unadmissible.
   
   [e] Nothing in this clause 2.4 is intended to prevent communications with staff of, or consultants to, the organisation to the extent that such communications do not relate to this Invitation or the EOI process.
   
   [f] invitees must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the EOI process in any way. Such activities or assistance may, in the absolute discretion of the organisation, lead to disqualification of an invitee.

2.5. **Anti-competitive conduct**

   Invitees and their representatives must not engage in any collusion, anti-competitive or similar conduct with any other invitee or person in relation to the preparation, content or lodgement of their invitee’s response. In addition to any other remedies available to it under law, the organisation may, in its absolute discretion, disqualify an invitee that it believes has engaged in such collusive or anti-competitive conduct.

2.6. **Consortia and trustees**

   Where the invitee is a member of a consortium, the invitee’s response must stipulate which parts of the services that each entity comprising the consortium would provide and how the parties would relate to each other to ensure full provision of the required services. All consortium members are to provide details relating to their legal structure and where applicable provide details of their special purpose vehicle established for the supply of the services.

2.7. **Complaints about this Invitation**

   An invitee with a complaint about this Invitation or the EOI process which has not been resolved in the first instance with the project manager must follow the complaints process of the organisation as detailed in Item 1 of Part B.1.
3. Submission of an invitee’s response

3.1. Lodgement

[a] The invitee’s response must be lodged by the EOI closing time. The closing time may be extended by the organisation in its absolute discretion by providing notice to invitees.

[b] All invitees’ responses lodged after the EOI closing time will be recorded by the organisation. The determination of the organisation as to the actual time that the invitee’s response is lodged is final.

[c] Where this Invitation requires or permits invitee’s responses to be lodged via the internet through the website nominated at Item 5 of Part A.1, invitees are deemed to accept the online user agreement applying to that website and must comply with the requirements set out on that website.

[d] Where this Invitation requires or permits invitee’s responses to be lodged in hard copy, packages containing the invitee’s response must be marked and lodged as set out in Item 5 of Part A.1. Failure to do may result in disqualification from the EOI process.

3.2. Late invitee’s response

If an invitee’s response is lodged after the EOI closing time, it will be disqualified from the EOI process and will be ineligible for consideration unless:

[a] the invitee can clearly document to the satisfaction of the organisation that an event of exceptional circumstances caused the invitee’s response to be lodged after the EOI closing time; and

[b] the organisation is satisfied that accepting a late submission would not compromise the integrity of the EOI process.

The organisation will inform an invitee whose invitee response was lodged after the EOI closing time as to whether the invitee’s response is ineligible for consideration.

3.3. Providing an invitee’s response

It is the invitee’s responsibility to:

[a] understand the requirements of this Invitation, the EOI process and any reference documentation;

[b] ensure that all the information fields in Part C are completed and contain the information requested;

[c] ensure that their invitee’s response is in the correct format, complies with all requirements of this invitation and is accurate and complete;

[d] make their own enquiries and assess all risks regarding this invitation and the EOI process;

[e] ensure that it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the organisation or its representatives other than any statement, warranty or representation expressly contained in this Invitation;

[f] ensure that they comply with all applicable laws regarding the EOI process;

[g] be responsible for all costs and expenses related to the preparation and lodgement of its invitee’s response, any subsequent negotiation, and any future process connected with or relating to the EOI process.
3.4. **Obligation to notify errors**

   [a] If an invitee identifies an error in their invitee’s response [excluding clerical errors which would have no bearing on the evaluation], they must promptly notify the organisation.

   [b] The organisation may permit an invitee to correct an unintentional error in its invitee’s response where that error becomes known or apparent after the EOI closing time, but in no event will any correction be permitted if the organisation reasonably considers that the correction would materially alter the substance of the response.

3.5. **Use of an invitee’s response**

Upon submission, all invitee’s responses become the property of the organisation. The invitee will retain all ownership rights in any Intellectual Property Rights contained in the invitee’s response. However, each invitee, by submission of their invitee’s response, is deemed to have granted a licence to the organisation to reproduce the whole, or any portion of their invitee’s response for the purposes of enabling the organisation to evaluate their invitee’s response.

3.6. **Withdrawal of an invitee’s response**

An invitee who wishes to withdraw a previously submitted response must immediately notify the organisation of the fact. Upon receipt of such notification, the organisation will cease to consider the invitee’s response.

3.7. **Status of invitee’s response**

Each invitee’s response constitutes a non-binding proposal by the invitee to the organisation to provide the goods and/or services required under and otherwise to satisfy the requirements in accordance with Part B of this Invitation.

3.8. **Disclosure of EOI contents and EOI information**

Invitee’s responses will be treated as confidential by the organisation. The organisation will not disclose the information contained in an invitee’s response, except:

   [a] as required by law
   [b] to external consultants and advisers of the organisation engaged to assist with the EOI process;
   [c] general information from invitees required to be disclosed by government policy.

4. **Capacity to comply with the overview of requirements**

Part A details the organisation’s requirements for the services the subject of this Invitation. The assumption is that each invitee will be capable of providing all the services in full. Where an invitee believes it will not be capable of providing all services in full or will only comply with Part B subject to conditions, it should either not apply or set out potential limitations in their invitee’s response.

Invitees who are invited to participate in subsequent EOI processes [should such eventuate] will be provided with a full specification for the relevant services at that time.
5. **Evaluation**

5.1. **Evaluation process**

Invitee’s responses will be evaluated in accordance with the evaluation criteria stipulated in Item 8 of Part A.1.

An invitee’s response will not be deemed to be unsuccessful until such time as the invitee is formally notified of that fact by the organisation.

The organisation may in its absolute discretion:

[a] reject any invitee’s response that does not include all the information requested or is not in the format specified in Item 5 of Part A.1;

[b] after concluding a preliminary evaluation, reject any invitee’s response that in its opinion is unacceptable;

[c] disregard any content in an invitee’s response that is illegible and will be under no obligation whatsoever to seek clarification from the invitee;

[d] disqualify an incomplete invitee’s response or evaluate it solely on the information contained within it;

[e] alter the structure and/or the timing of the EOI process; and

[f] vary or extend any time or date specified in this Invitation for all invitees.

6. **Next stage of the EOI process**

6.1. **Options available to the organisation**

After evaluating all invitee’s responses, the organisation may without limiting other options available to it, do any of the following:

[a] prepare a short list of invitees and invite further offers from those invitees;

[b] enter into pre-contractual negotiations with one or more invitees;

[c] decide not to proceed further with the EOI process or any other procurement process for the goods and/or services; or

[d] commence a new process for calling for invitee’s responses on a similar or different basis to that outlined in the original invitation.

7. **No legally binding contract**

Being short listed does not give rise to a contract (express or implied) between the preferred invitee and the organisation. No legal relationship will exist between the organisation and a preferred invitee relating to the supply of services unless and until such time as a binding contract is executed by both parties.
8. **INVITEE WARRANTIES**

By submitting an invitee’s response, an invitee warrants that:

(a) in lodging its invitee’s response, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the organisation or its representatives other than any statement, warranty or representation expressly contained in the invitation documents;

(b) it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by the organisation to invitees for the purposes of submitting an invitee’s response;

(c) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its invitee’s response. It otherwise accepts and will comply with the rules set out in this Invitation; and

(d) it will provide additional information in a timely manner as requested by the organisation to clarify any matters contained in the invitee’s response.

9. **ORGANISATION RIGHTS**

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, the organisation reserves the right, in its absolute discretion at any time, to:

(a) vary or extend any time or date specified in this Invitation for all or any invitees; or

(b) terminate the participation of any invitee or any other person in the EOI process.

10. **GOVERNING LAW**

This Invitation and EOI process is governed by the laws applying in New Zealand. Each invitee must comply with all relevant laws in preparing and lodging its invitee’s response and in taking Part in the EOI process.
11. **INTERPRETATION**

11.1. **Definitions**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>EOI closing time</td>
<td>means the time specified at Item 4 of Part A.1 by which invitee’s responses must be received by the organisation.</td>
</tr>
<tr>
<td>EOI process</td>
<td>means the process commenced by issuing an Invitation for invitee’s responses and concluding upon either early termination of the process or a subsequent procurement process.</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.</td>
</tr>
<tr>
<td>Invitation</td>
<td>means the opportunity set out in each of the documents identified in the Introduction to this Invitation including this Part B.2, the EOI process and any other documents so designated by the organisation.</td>
</tr>
<tr>
<td>Invitee</td>
<td>means a person who submits an invitee’s response.</td>
</tr>
<tr>
<td>Invitee’s response</td>
<td>means a document lodged by an invitee in response to this Invitation containing a proposal to provide goods and/or services.</td>
</tr>
<tr>
<td>Item</td>
<td>means an item of this Invitation.</td>
</tr>
<tr>
<td>Organisation</td>
<td>means the government department or agency issuing this Invitation. In the case of an aggregated demand, the organisation is the lead agency issuing this invitation.</td>
</tr>
<tr>
<td>Overview of requirements</td>
<td>means the overview of requirements set out at Part A.2.</td>
</tr>
<tr>
<td>Part</td>
<td>means a Part of this Invitation.</td>
</tr>
<tr>
<td>Project manager</td>
<td>means the person so designated at Item 3 of Part A.1.</td>
</tr>
<tr>
<td>Representative</td>
<td>means a party and its agents, servants, employees, contractors, associates, invitees and anyone else for whom that party is responsible.</td>
</tr>
<tr>
<td>Services</td>
<td>means the services required by the organisation as stipulated in Part A.2.</td>
</tr>
<tr>
<td>Tender Box</td>
<td>a secure location within which invitee’s responses are placed.</td>
</tr>
</tbody>
</table>

11.2. **Interpretation**

In this Invitation, unless expressly provided otherwise:

[a] the singular includes the plural and vice versa;

[b] a reference to:

[i] ‘includes’ or ‘including’ means includes or including without limitation; and

[ii] ‘$’ or dollars is a reference to the lawful currency of the United States of America; and

[c] if a word or phrase is defined, its other grammatical forms have corresponding meanings.
PART C – INVITEE’S RESPONSE

The Expression of Interest should be following the format below:

1) INTRODUCTION
   a. host country
   b. host entity
   c. host consortium (if applicable)

2) MOTIVATION OF HOST

3) GEOTHERMAL INDUSTRY IN THE COUNTRY

4) LOGISTICS
   a. Venue capacity
   b. Airport vicinity
   c. Affordable accommodation
   d. Safety and Security
   e. Visa Issues

5) RISK AND PROFIT SHARING (OPERATIONAL MODEL)

6) CONCLUSIONS