**TENDER REQUIREMENTS FOR**

**RISK ENGINEERING SURVEY FOR**

**HYDRO-POWER PLANTS**

**Introduction:**

Company Georgian Water and Power LLC (ID 203826002) and Company Saguramo Energy LLC (ID 206337007) (hereinafter referred to as a **Customer**) announce united tender and invite qualified and internationally recognized companies (hereinafter referred to as a **Bidder**) to participate and submit proposals for **Risk Engineering Survey Reports for Hydro Power Plants, located in Georgia**. The objective is to obtain a professional, independent risk assessment reports that meet the standards and expectations of A-rated reinsurers for insurance and reinsurance underwriting purposes.

**Project Scope:**

The scope includes an in-depth survey of property, machinery breakdown, fire/explosion, natural disasters, business interruption etc. The survey must identify the key items of interest to (Re)Insurers rather than providing an exhaustive and definitive list of all possible information. It is recognized that, depending on the type of survey being undertaken, it may not always be possible to obtain all the information requested.

The survey document is intended to outline information which would typically be available from a standard single site survey. With particular reference to business interruption, it is intended to outline information which should be available at the site level.

The primary purpose of Risk Engineering Survey Reports is to allow (Re) Insurers to understand the exposures and loss control features of a particular site, such that the underwriter can make an informed decision about the transfer of risk.

The tender requirements file is accompanied by a detailed Guideline “KEY INFORMATION GUIDELINES FOR POWER GENERATION RISK ENGINEERING SURVEY REPORTS” document (Please see Annex N1 KEY INFORMATION GUIDELINES), risk survey report content standards:

* Each Bidder is required to follow the instructions of the Guideline “KEY INFORMATION GUIDELINES FOR POWER GENERATION RISK ENGINEERING SURVEY REPORTS”
* The information required in the guideline should not be reduced
* Each bidder should break down in details the main paragraphs given in the guideline

**The tender is being announced for the following locations:**

* Zhinvali HPP- **130 MW;** Cadastral Codes (71.52.05.450, 71.37.54.225)
* Tetrikhevi HPP - **12 MW;** Cadastral Code (01.19.06.061.004)
* Bodorna HPP - **2.5 MW;** Cadastral Code (71.37.54.225). **(Just Hydro Power Plant, Water Reservoir Belongs to Zhinvali HPP)**
* Saguramo HPP - **4.4 MW;** Cadastral Code (72.06.02.035.001)

***Note: Separate Reports Should be prepared for each HPP***

**Separate contracts shall be concluded with the respective legal entities owning the Hydropower Plants, as follows:**

* A contract with **Georgian Water and Power LLC** (Company ID: 203826002) covering the following sites: **Zhinvali HPP, Tetrikhevi HPP, and Bodorna HPP**.
* A contract with **Saguramo Energy LLC** (Company ID: 206337007) for the **Saguramo HPP** site.

**Scope of Work:**

The Bidder Shall prepare the Risk Engineering Report with due consideration to, but not limited by, the key requirements set forth in the guideline 'Key Information Guidelines for Power Generation Risk Engineering Survey Reports'.

The Bidder shall apply its experience and expertise to develop professional, comprehensive Risk Engineering Reports that meet the standards and expectations of A-rated reinsurers for both insurance and reinsurance underwriting purposes.

* 1. **General Scope and Bidder Requirements**
* The Bidder shall prepare Risk Engineering Survey Reports for Hydropower Plants (HPPs) in accordance with internationally recognized standards, suitable for use in insurance and reinsurance underwriting.
* In order to prepare Risk Engineering Survey Reports for Hydropower Plants (HPPs) in accordance with internationally recognized standards, suitable for use in insurance and reinsurance underwriting, the Bidder Shall follow a combination of industry standards, insurance requirements, engineering practices and international codes. These reports are critical to assess technical and operational risks and define premiums, limits and exclusions. The report must be prepared in full compliance with the internationally acknowledged engineering and insurance standards. Here are several preferable standards: the technical guidelines of ICOLD (International Commission on Large Dams), FM Global's Property Loss Prevention recommendations, IFC Performance Standards, ISO 31000 for risk management and ISO 55000 for asset management. The Bidder is not limited to the standards above.
* The Bidder Shall indicate in their offer all standards according to which the surveys will be prepared.
* The offer Shall include the fixed price which Shall not change in case of the revision of the drafts are required; **The price shall also remain fixed in case of delays, including those caused by the Customer’s violation of deadlines, provided there are objective reasons.**
* The Bidder Shall include an indicative fee for subsequent updates to the Survey Reports in the future.
* The Bidder shall submit the draft Reports to the Customer for review. The Customer shall have the right to review and request revisions to the draft as many times as necessary until the Reports are deemed acceptable and fully compliant with the specified requirements. Upon approval, the Bidder shall issue the final version for the Customer’s official use.
* Should the Bidder require access to additional information, the Bidder shall submit the following to the designated contact email address: (i) a duly signed Non-Disclosure Agreement (NDA) – please see **Annex N2 Draft NDA General GWP and Annex N2.1 Draft NDA General SAGURAMO**; (ii) a written list of clarification questions; and (iii) an official written confirmation of its intent to participate in the tender."
* In case of interest, the Bidder is kindly requested to notify the Customer of their intent to participate in the tender by email within 72 hours of receiving the invitation
* In cases of absolute necessity, the Bidder may submit a written request via email for an extension of the tender deadline. The decision to grant such an extension rests solely at the discretion of the Customer.
	1. **Eligibility and Qualification Requirements of the Bidder**
* The Bidder must be a registered and licensed engineering consultancy firm, authorized to operate in its jurisdiction. The proposal must include valid registration documents and a document certifying the identity and signing authority of the person authorized to enter into contractual agreements on behalf of the Bidder.
* The Bidder must demonstrate a minimum of 7 to 10 years of experience in industrial risk engineering, with specific expertise in the hydropower sector.
* The proposal must include the Curriculum Vitae (CV) of the expert who will be directly responsible for conducting the Risk Engineering Survey of the Hydropower Plants (HPPs).
* The Bidder must possess valid Professional Indemnity Insurance to cover any professional errors or omissions.
* The Bidder must provide at least one example of a previously completed Risk Engineering Survey that has been accepted by an A-rated (or equivalent) reinsurance company. Confidentiality of client information must be strictly maintained.
* The Bidder is encouraged to submit a list of reinsurance companies with whom they have successfully worked, preferably including A-rated reinsurers.
	1. **Technical & Staff Qualifications:**

**The Bidder shall designate a Lead Engineer responsible for the delivery of the Risk Engineering Survey. The Lead Engineer must meet the following minimum qualifications:**

* Hold a university degree in Engineering or a closely related discipline (preferably in Fire Protection, Mechanical, or Electrical Engineering), with demonstrated sector-specific knowledge relevant to hydropower plants.
* Possess a minimum of 7 to 10 years of professional experience conducting industrial risk surveys.

Hold recognized professional certifications or qualifications in the field of risk engineering and/or related disciplines.

**Team Competency**

**The Bidder shall demonstrate the competency of the proposed project team by meeting the following requirements:**

* All proposed personnel must hold recognized professional qualifications relevant to their roles.
* The proposal must include up-to-date CVs and supporting documentation for all key staff, including technical certifications.
* Evidence of prior international field experience in conducting risk engineering surveys, particularly in the power generation or hydropower sector, must be provided for relevant team members.
	1. **Deliverables**

The final Risk Engineering Survey Report shall include, at a minimum but not limited to the following components:

* **Executive Summary:** A concise overview outlining the purpose of the site visit, the date and duration of the survey, the scope of survey activities, a brief history of any previous surveys conducted at the site, details of key survey participants, a summary of identified critical risks, and corresponding recommendations.
* **Loss Estimates**: Estimated Maximum Loss (EML), Probable Loss (PLL), and Normal Loss Expectancy (NLE) analyses, including a clear description of the methodologies and assumptions used.
* **Natural Catastrophe Exposure**: Maps and commentary assessing exposure to natural catastrophes (e.g., flood, earthquake, landslide, etc.).
* **Photographic Documentation**: A comprehensive collection of photographs taken during the survey, illustrating key equipment, infrastructure, and identified risks.
* **Risk Grading**: Risk ratings or grading in line with commonly accepted insurance industry standards.
* **Report Format**: Final deliverables must be submitted in both editable PDF and Microsoft Word formats.
	1. **Reporting and Communication Requirements**
* All Survey Reports must be prepared in English and formatted to meet the standards and expectations of insurance underwriters and reinsurers.
* Final Reports must be duly signed and stamped by the responsible engineer(s), and submitted in both electronic (PDF) and hard copy formats.
* English shall be the official language for all communication and reporting during site visits and project execution.
	1. **Delivery timeline (Preferable)**

**Site visits** to be completed within **2–3 working days per location**

**Draft report** to be delivered within **20 calendar days** following the site survey

* **Final report** to be submitted within **10 calendar days** after mutual approval of the final draft
	1. **Imperiality & Independence**

The Bidder must adhere to the principles of impartiality and independence throughout the engagement. Specifically, the Bidder shall:

* Operate as an independent entity, with no affiliation to any insurance company, broker, or reinsurer.
* Provide a written declaration confirming the absence of any actual or potential conflict of interest if requested.
* Refrain from entering into any business relationship that could compromise, or appear to compromise, the objectivity and impartiality of the services provided.
	1. **Compliance & Data Security**

The Bidder shall ensure full compliance with all applicable data protection, confidentiality, and regulatory requirements, including but not limited to:

* Adherence to Non-Disclosure Agreement (NDA) provisions and strict confidentiality of all project-related data and documentation.
* Compliance with the General Data Protection Regulation (GDPR) or an equivalent data protection framework for the collection, processing, storage, and transfer of personal or sensitive data.
* Implementation of secure and encrypted methods for all data storage and transmission.
* Full compliance with local labor laws and occupational health and safety regulations at all project locations.
* Subcontracting of any portion of the work is strictly prohibited without the prior written consent of the Customer
	1. **Terminology and Definitions**

The following terms are to be used consistently throughout all deliverables, in accordance with the definitions provided bellow, which comply with our insurance wordings:

***New replacement value*** - means the costs which would be incurred to replace the *property insured* at the *premises* with new items of similar kind and quality at any time during the policy period.

* ***Actual Cash Value:*** means the cost which in the event of loss or damage to any item or part of the *property insured* would be necessary to replace it with one of the same age and capacity and similar make and quality, inclusive of all materials, wages, freight, customs, duties and dues.

The Bidder shall ensure that these terms—**"New Replacement Value"** and **"Actual Cash Value"**—are used accurately and consistently throughout the Risk Engineering Survey Report, in alignment with the above definitions.

* 1. **Intended Use, Sharing Rights, and Duty of Care**

The Services shall be provided primarily to the Customer.

The Bidder acknowledges and agrees that the Customer may, without requiring any further consent from the Bidder, share the final Report and any related deliverables with the third parties, **including but not limited to the following:**

* Insurers and reinsurers
* Auditors and regulatory authorities
* Professional advisors
* Financial institutions, including lenders, investors, and transaction partners
* Affiliates and subsidiaries of the Customer
* Any other third parties reasonably associated with the Customer’s business and operations
* Such sharing may be for purposes including, but not limited to, internal use, regulatory compliance, reporting, financing, insurance, or transaction support.

The Customer shall have the right to rely upon the prepared report for any legitimate purpose, including but not limited to: (i) insurance-related matters, (ii) communications with third parties, and (iii) use in the context of any dispute, including but not limited to legal proceedings.

* 1. **Confidentiality**

The Bidder shall treat all information received from the Customer or generated in connection with the services as confidential and shall not disclose such information to any third party without the Customer’s prior written approval, unless required by law.

* 1. **Balanced Terms and Conditions**

The contract governing the Services shall be based on fair and balanced terms that protect the legitimate interests of both parties. The terms and conditions must not disproportionately favor either the Bidder or the Customer and must ensure mutual obligations, rights, and remedies in accordance with good industry practice. Desirable Terms & Conditions are attached to the tender documentation as “**Annex N 3 Draft of GWP General Terms and Conditions**, **Annex N 4 Draft of GWP Code of Ethics and Conduct, Annex N 5 Draft of Saguramo Energy LLC General Terms and Conditions**, **Annex N 6 Draft of Saguramo Energy LLC Code of Ethics and Conduct**”. In case the Bidder is willing to offer their own Terms & Conditions, Customer must have the right to make changes in their Terms & Conditions.

* 1. **Preferable Payment terms**

Payment will be made with non-cash payment within 30 (thirty) calendar days after receiving the services and signing of the relevant Act of Acceptance. The Bidder can request 30% advance payment if necessary, however for advance payment terms the Bidder must submit an **advance payment guarantee** after signing the agreement, which Shall be issued by a bank licensed by Georgia or a bank of a member country of the Organization for Economic Cooperation and Development (OECD).

* 1. **Data to be uploaded / submitted by the bidder in the electronic tender:**
* Quotation in accordance with the present Tender Requirements.
* Information regarding Delivery Timeframes and Payment Terms.
* Documents demonstrating experience of the Bidder.
* Complete company and bank details of the Bidder.
* Extract from the Register of Entrepreneurs and Non-Entrepreneurial (Non-Commercial) Legal Entities, which must be issued after the announcement of this electronic tender;

**Note:**

1. All documents and / or information created by the bidder uploaded in the electronic tender must be signed by an authorized person (if necessary, a power of attorney must be uploaded);
2. All documents and / or information created by the bidder must be confirmed by the electronic signature of the authorized person or the electronic stamp of the company.
3. *If the bidder is a foreign enterprise that is not registered in Georgia and some technical problems arise, during bid submission on tender site, the bidder can send a proposal on the e-mail specified in the tender documents. We would like to state that the proposal must be submitted by e-mail no later* ***than 18:00 pm (Georgian Time) on August 1st, 2025; In case the submission deadline changes, the participants will be informed accordingly.***
	1. **Other requirements**
* At the time of submission of the proposal, the bidder should not be:

• in the process of bankruptcy;

• In the process of liquidation;

• In a state of temporary suspension of activities.

* Presentation of prices is allowed in the national currency of Georgia (GEL), USD or EUR; Prices should include all costs and taxes (including VAT if applicable) provided by this tender.
* The bid submitted by the Bidder must be valid for 45 (forty-five) calendar days from the date of receipt of bids.
* The Customer reserves the right to set the deadline for the tender, change the terms of the tender, notify the Bidder in a timely manner, or terminate the tender at any stage.
* The Customer will identify the winning Bidder and notify all participating companies of the decision.
* The Customer is not obliged to provide the Bidders with a verbal or written explanation of any decision regarding the competition.
* The Customer reserves the right to verify any information received from the Bidders, as well as to obtain information about the Bidder Company or its activities. If it is proved that the information provided by the Bidder is not true or is falsified, the bidder will be disqualified.
* Please note that the Customer will not receive any oral inquiries for additional information; Any questions during the tender process must be in writing and the online Q&A mode of tenders.ge portal or the contact emails indicated bellow must be used;

***Note: Any information obtained through channels other than those officially designated shall be considered unofficial and shall not create any obligation or liability on the part of the Customer.***

* 1. **Information for e-tender participants**
* To participate in the electronic tender, the Bidder must get registered on the website [www.tenders.ge](http://www.tenders.ge).
* Participation is free of charge.
* Instructions for participation in the electronic tender on tenders.ge can be found in the attached file



**Contact information:**

Procurement representatives

Contact person: Ketevan Chkheidze

Address: 10, M. (Mzia) Jugheli str, 0108, Tbilisi, Georgia

E-mail Email: kchkheidze@gwp.ge

Tel: +995 322 931111(ext 1114); 595 25 74 58

Contact person: Magda Lomtatidze

Address: 10, M. (Mzia) Jugheli str, 0108, Tbilisi, Georgia

E-mail Email: mlomtatidze@gwp.ge

Tel: +995 322 931111; 595 22 66 94

**I got acquainted**

/ Signature of the authorized person of the participating company /

**Responsible Person**: Georgian Water and Power LLC (GWP), with Company ID 203826002 and Saguramo Energy LLC (SENG) with Company ID 206337007, for personal data protection purposes - Personal Data Protection Officer, Head Office, 10 Medea (Mzia) Jugheli Street, 0108, Tbilisi, Georgia, contact e-mail: pdpo@gwp.ge. **Purpose of Data Processing**: To carry out an open-source analysis on the third party to assess the compliance risks in the potential relationship with said third party. **Legitimation**: Professional and/or commercial relationship. **Recipients**: Your data will not be transferred to any third party, except in compliance with a legal obligation or a legal right. **Retention**: Your data will be kept for the time necessary for the analysis of the company and, for the period of contractual relationship. Once completed, your personal data will be blocked during the periods allowed by laws. Once these periods have elapsed, they will be destroyed. **Rights**: You can exercise your rights of access, rectification, renewal, deletion, limitation or opposition to treatment and withdraw the consent given, by writing identified with the reference "Data Protection" to: Personal Data Protection Officer, Georgian Water and Power LLC or Saguramo Energy LLC (SENG), 10 Medea (Mzia) Jugheli Street, 0108 Tbilisi, Georgia or by sending an e-mail under the same terms specified to: pdpo@gwp.ge, in which you must specify the right you are exercising and be signed by you (either physically or electronically) or provide necessary information to be able to identify you. If we are unable to identify you, we may request additional information, including without limitation a copy of your ID card. The interested parties have the right to complain to the Personal Data Protection Service (www.personaldata.ge ).