

No.	RFP document reference & section number	Original wording or issue for which clarification is sought	Bidder's clarification request	GOGC Response
1		We sincerely request your supporting on the approval visiting Georgia	Help to support obtaining needed permission to enter Georgia	As the epidemiological situation in Georgia has become more complicated over the past few days, the visits of foreign nationals to the country have been limited. We would also like to inform you that the RFP does not obliges and there is no need to conduct site visit by potential Participantat during the RFP procedure. Furthermore, if you consider that the visit is necessary to prepare the offer, you can apply to the Embassy of the People's Republic of China in Georgia to resolve this issue.
2	SECTION 4. TERMS OF REFERENCE	Plant Major Equipment, Gas Turbine - General Electrics	please add Siemens in Vendor list	N/A
3	SECTION 4. TERMS OF REFERENCE	Plant Major Equipment, Steam Turbine - General Electrics;Siemens;Ansaldo Energia	Please add Doosan-Skoda to Vendor list	N/A
4	SECTION 4. TERMS OF REFERENCE 3. DESIGN CRITERIA	FUEL SPECIFICATIONS The design fuel will be Natural Gas. The combined cycle power plant shall be designed to operate satisfactorily when firing Natural Gas. The Contractor shall undertake any analysis required to determine composition and LHV of fuel gas to ensure proper design of the plant.	Please provide the natural gas composition, LHV, density and other performance parameters. Or can we set a minimum value if we don't have this information?	It is EPC Contractors Responsibility to analyse gas
5	SECTION 4. TERMS OF REFERENCE 3. DESIGN CRITERIA	RAW WATER REQUIREMENT The raw water shall be collected from the settling ponds (shall be constructed by contractor) and nearby canal at the north-west side of the plant area. Contractor is Obligated to analyze the water quality in canal and select plant equipment's accordingly.	Please provide raw water quality parameters.	Contractor is Obligated to analyze the water quality in canal and select plant equipment's accordingly.
6	SECTION 4. TERMS OF REFERENCE 3. DESIGN CRITERIA	EMISSIONS Air emissions and noise emissions shall be as per the Georgian Legislation requirements.	Please provide the local flue gas/air emission standards and noise emission standards.	EPC contractor is responsible to prepare the environmental studies according to Georgian Legislation.
7	SECTION 4. TERMS OF REFERENCE 3. DESIGN CRITERIA	It should be considered a backup power supply (for own consumption) of the 6,3 kV bus bar from the existing 6,3kv switchgear of Gardabani TPP 2. It will be necessary to install two new 6,3 kV feeders in Gardabani TPP 2 switchgear, as there are no spare feeders available. 8-8,2 MW feeder is required from 6,3 kV bus bar 02BBA and 4-4,5 MW from 6,3 kV bus bar 02BBB Transmission lines (Cables) will be required to be installed between Gardabani TPP 2 and Gardabani TPP 3, that will capable of carrying requested power.	Please provide the location of the 6.3kV switch station of Gardabani TPP 2 relative to this project.	X 504464 Y 4589732 See Updated ToR

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8	SECTION 4. TERMS OF REFERENCE 3. DESIGN CRITERIA	500 KV SWITCHYARD UGL&OHL 500 kV Switchyard needs to be installed which shall be connected to the Georgian State Electro System 500 kV switchyard (GSE Switchyard) via Over Head Lines or Underground lines (In case of Underground line construction is chosen, technical specifications and superiority of the selected option should be agreed with GSE by EPC Contractor). The new 500 kV Switchyard shall have VT bay furnished single bus with arrangement with three (3) incoming bays for GTGSUT -1, GT-GSUT -2 & STG-GSUT & one outgoing bay to GSE Switchyard. The new switchyard shall also have RTU (Remote terminal unit) along with control cables for operation through plant DCS which will be located in Main Control building. The cable connection in the GSE Switchyard shall be performed by the GSE with assistance of the Contractor.	Please provide the location of the 500 kV switchyard (GSE Switchyard) relative to this project.	See Updated ToR
9	SECTION 1. LETTER OF INVITATION	Proposals must be submitted in electronic form only, between September 19, 2020 and September 25, 2020 18:00 (local time)	We kindly ask for tender extension for 25 days	N/A
10	SECTION 1. LETTER OF INVITATION	Proposals must be submitted in electronic form only, between September 19, 2020 and September 25, 2020 18:00 (local time) at the following email address: gardabani3@gogc.ge. During this period the access to the e-mail address will be restricted and the submitted Proposals shall only be available to the evaluation panel after defined deadline is expired.	Can we get an e-mail reply or some other type reply after submitted? We just want to make sure that we have successfully submitted	As defined in the LOI, the access to the e-mails sent to gardabani3@gogc.ge will be completely restricted during the period of Proposals' submission. Therefore the requested confirmation e-mail can only be received after the mentioned deadline is expired. furthermore, please note, that the recommended size of the e-mail/Proposal should not exceed 20mb (per e-mail)."
11	SECTION 4. TERMS OF REFERENCE_Rev_A04 3. DESIGN CRITERIA/500 KV SWITCHYARD UGL & OHL1		Please kindly confirm the direction of the new 500kV OHL connected into GSE on the position of GSE	Details shall be defined by EPC contractor and agreed with Employer during design phase
12	SECTION 5. Form of Contract Annex 1. Particular Conditions of the Contract	1.45 "Delete Sub-Clause 2.4 [Employer's Financial Arrangements]."	Please kindly clarify whether the financial resource of the project comes from GOGC's own funds or not.	GOGC will be contributing its own funds, whereas the bulk of the funding will be either or both through project financing or long term loan facility.
13	SECTION 5. Form of Contract Annex 1. Particular Conditions of the Contract	1.143 "The respective Advance Payment Bank Guarantee shall immediately become due and payable in full by the Contractor to the Employer upon notice of termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be)."	Please kindly confirm whether the Employer shall be entitled to claim the full amount of the Advance Payment Bank Guarantee(s) upon notice of termination given by the Contractor under Clause 16 [Suspension and Termination by Contractor] or by either Party under Clause 19 [Force Majeure] (as the case may be).	we do confirm.

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14	SECTION 5. Form of Contract Annex 1. Particular Conditions of the Contract	1.153 "(b) the amount which is due in respect of each Statement, other than the final Statement, within 5 Business Days after approval of the Statement and supporting documents by the Employer. The Contractor shall submit to the Employer the draft Statement and supporting documents prior to at least 14 days before submitting the final Statement and supporting documents for the Employer's approval as aforementioned. The Employer shall approve or provide the respective objections to the final Statement and supporting documents before expiry of 5 days from delivery thereof or before 19 days from the delivery of the draft Statement and supporting documents, whichever is later. Each Statement shall indicate the sums the Contractor considers due and the respective calculations."	Please kindly clarify the time limit for the Employer to approve or provide the respective objections to each Statement other than the Final Statement or a draft final statement.	The Employer has 19 days from the delivery of the draft Statement and supporting documents if the Contractor submits to the Employer the draft Statement 14 days before submitting the Statement and supporting documents for the Employer's approval.
15	SECTION 5. Form of Contract Annex 1. Particular Conditions of the Contract	1.165 "(a) the Governing Law prohibit any amendment, variation and/or modification of the provisions of the Contract, which increases the Contract Price or adversely affects the conditions of the agreement referring to the purchaser, except for the case envisaged by the Article 398 of the Civil Code of Georgia"	Please kindly provide the content of the Article 398 of the Civil Code of Georgia.	<p>Article 398 – Adapting a contract to changed circumstances</p> <p>1. If the circumstances that were the grounds for the conclusion of a contract have evidently changed after conclusion of the contract, and the parties, had they taken the changes into account, would not have executed the contract or would have executed it with different contents, then it may be demanded that the contract be adapted to the changed circumstances. Otherwise, taking into account individual circumstances, a party to the contract may not be required to strictly observe the unchanged contract.</p> <p>2. It shall also be regarded as a change in circumstances if the understandings, which constituted the grounds for the conclusion of a contract, prove to be wrong.</p> <p>3. The parties shall first try to adapt the contract to the changed circumstances. If such adaptation is impossible, or if the other party does not agree, then the party whose interest has been harmed may repudiate the contract.</p>
16	SECTION 5. Form of Contract Annex 9 Performance Security Form	This "Bank Guarantee" shall be valid until 21 (twenty-one) days after the issuance of the Taking-Over Certificate by EMPLOYER , however, this "Bank Guarantee" shall be extended and remain valid till (i) the completion of the Works and remedy of any defects by CONTRACTOR and issuance of the Taking-Over Certificate, (ii) reimbursement of all outstanding amounts due to EMPLOYER in accordance with sub-paragraphs (b) and (c) of Paragraph 7 of this Sub-Clause 4.2 [Performance Security], and (iii) delivery to and approval by EMPLOYER of the Warranty Bond.	Please kindly clarify when the Performance Security shall become effective.  The provisions regarding the period of validity of Performance Security in Annex 9 seem to be inconsistent with that in Sub-Clause 4.2 [Performance Security], please confirm.	Please refer to Sub-clause 1.52 of the Particular Conditions.
17	SECTION 5. Form of Contract Annex 10 Warranty Bond Form		Please kindly clarify when the Warranty Bond shall become effective.	Please refer to Sub-clause 1.134 of the Particular Conditions.

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18	SECTION 1. LETTER OF INVITATION	Proposals must be submitted in electronic form only, between September 19, 2020 and September 25, 2020 18:00 (local time)	We kindly ask for tender extension of 10 weeks	N/A
19	Topographic Map		What do these pipes stand for separately?	Gas Pipeline, Fiber Optic and Electric Cable connecting GPRMS to CCTPP2
20	Topographic Map		Would you please show the English name of this facility?	GPRMS of CCTPP1 and CCTPP2
21	Topographic Map		What do these area stand for separately?	Shown facilities on Topographic Map of Gardabani 3 plant are for suppositional purpose, it is not exhaustive and does not include other necessary buildings. Details about appropriate location of all buildings indicated in TOR (scope of work) shall be defined by EPC contractor and agreed with Employer during design phase according to applicable standards, safe operation and international best practices. As for the red box on south-west of Topographic Map, it is indicates settling pond.
22	Topographic Map	RFP SECTION 4, RAW WATER REQUIREMENT, "The raw water shall be collected from the settling ponds (shall be constructed by contractor) and nearby canal at the north-west side of the plant area."	Is the canal pointed by the arrow the "nearby canal" where the raw water comes from?	Yes! Confirmed.
23			Where is the location of GPRMS?	Exact location of GPRMS will be defined by employer; Pipeline distance from GPRMS to Plant boundary shall be no more than 150 meters.
24			In Section 2 under clauses 1.1 Conflict of Interest, 1.2 Fraud and Corruption, 1.3 Eligibility there are some requests and rules of GOGC that the potential bidder should obey and provide related information, however, we could not find specific forms in the RFP, where we should fill in. Could you please clarify if our understanding is correct and provide the forms, so that we could provide the needed information?	There are no predefined forms considered in the RFP documentation related to the requirements defined under clauses 1.1, 1.2, and 1.3 of SECTION 2. INSTRUCTIONS.
25			Relevant data of water such as water quality, conductivity an other related recods during operation in old power plant.	EPC contractor should conduct all nessesary water quality testing.
26			Supply mode of materials and reagents, so as to facilitate the design of material selection, discharge and storage mode	EPC contractor should chooose most cost effective way of transporting for all materials and reagents
27			The water intake and draiange case in surrounding areas	The plant process water should be taken from water canal located to the west of the plant, shown on the topo map. The process waste water (blow down of the HRSGs and cooling towers, waste water from water pre-treatment unit and surface waters from GT wash skids) shall be discharged to the existing Waste Water Treatment Plant (X 504011.766 ; Y 4589494.926) west of the plant boundary. The sanitary waste water shall be discharged into the same location. Storm water shall be discharged into the canal nearby the plant. Potable Water shall be sourced (pipeline shall be constructed) from existing potable water main line (X 503512.961 ; Y 4589518.387) and distributed as required. As for water needed for construction, it is EPC contractor's responsibility

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28			The construction unit has plastic drainage plate and construction equipment, roller compactor for site filling, Inclinator in engineering application	Question is unclear
29			Communication situation: The Optical cable network topology diagram of local power grid; The Optical transmission network (SDH or other communication equipment) topology diagram of Local power grid; If there is a communication data dispatching network, please collect the data communication network (routers and switches) topology diagram of the local power grid; Is the local power grid telephone transmission dispatching mode IP telephone or ordinary dispatching telephone? Which dispatching station does the dispatching telephone go to in the local power grid?	Question is unclear
30		THE PLANT MAJOR EQUIPMENT	Please provide the price and brand of the plant major equipment used in the first phase and second phase of the project.	N/A

What do these pipes stand for separately?

Would you please show the English name of this facility?

What do these area stand for separately?

RFP SECTION 4, RAW WATER REQUIREMENT  
"The raw water shall be collected from the settling ponds (shall be constructed by contractor) and nearby canal at the north-west side of the plant area."  
Is the canal pointed by the arrow the "nearby canal" where the raw water comes from?

Where is the location of GPRMS?

