

**26 September 2025**

## **REQUEST FOR PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES**

### **1. PURPOSE AND INTENT**

JSC Georgian Oil and Gas Corporation (**GOGC**) invites proposals from qualified consultants to provide advisory services in connection with the ownership and operation of the Western Route Export Pipeline (**WREP**). During the course of the engagement, the Consultant shall deliver: detailed written report analyzing the subject matter, present it to the attention of the Georgian Party, if requested and provide future real-time advisory services to support decision-making process, if needed.

The WREP, also known as the Baku–Supsa Pipeline, is a transit oil pipeline built to transport crude oil from oil fields in the Caspian region (including the Azeri-Chirag-Guneshli oil fields as the main source of supply) to global markets via Azerbaijan, Georgia and the Black Sea. The pipeline connects the Sangachal Terminal in Azerbaijan with the Supsa oil terminal in Georgia.

The WREP project was developed and is currently operated under a set of framework agreements (hereinafter the “Project Agreements”), such as:

- Intergovernmental Agreement (hereinafter the “IGA”) of 8 March 1996 between Georgia and the Republic of Azerbaijan relating to the development and refurbishment of certain existing pipeline facilities, and to the creation of new pipeline facilities and the transportation of oil via such facilities passing through the territory of Georgia;
- Host Government Agreement (hereinafter the “HGA”) of 8 March 1996 among the Government of Georgia and WREP project participants (hereinafter the “Project Participants”);
- Pipeline Construction and Operating Agreement (“PCOA”) of 8 March 1996 between Georgian International Oil Corporation (to which GOGC is legal successor) and the Project Participants.

WREP is one of key strategic energy transportation assets in Georgia. The Georgian section thereof and the associated infrastructure including Supsa Oil Terminal is fully owned by GOGC and is conferred to the international consortium under the long-term fiscal lease since 1996. Pursuant to PCOA, GOGC is entitled to receive a volume-based tariff (hereinafter the “Tariff”) in respect of crude oil transported through the WREP.

As we are nearing the expiration of the above-mentioned international agreements [24 April 2026], **GOGC plans to obtain detailed analysis and consultancy support to make an informed decision on ways to proceed further.**

### **2. SCOPE OF CONSULTANCY SERVICES**

#### **The Consultant:**

- will review available supporting documents and all of the relevant agreements: IGAs, HGAs and any other commercial contracts in relation to the Western Route Export Pipeline (WREP).
- will review and analyze current transportation challenges of the region; examine crude oil flows through the Southern Corridor (both pipeline and rail options), establish commercial profiles of (a) the existing and potential crude oil suppliers on the Caspian side; and (b) buyers of the Caspian crude oil in the Black Sea basin and Europe; analyze data on the future supply streams and upcoming projects of regional interest;
- will test assumptions and expectations against interpretation of the collected materials and recent regional developments and processes to identify strategy for accomplishing the Government of Georgia’s and GOGC’s objectives: the increase in profitability/value of the Baku-Supsa transit route for the Georgian party.

Based on the conducted analysis, **the Consultant shall devise following action scenarios for GOGC:**

**SCENARIO 1:**

- Pursue the existing model of pipeline operation (i.e.: PCOA - PIPELINE CONSTRUCTION AND OPERATING AGREEMENT) with the introduction of certain revisions/changes as needed.

**SCENARIO 2:**

- Assume the new model of pipeline operation, where GOGC holds operatorship of the infrastructure on the Georgian Territory via its own subsidiary or an international contractor.

Both scenarios shall include a comprehensive strategy assessment, evaluation of commercial, political, and market risks as identified by GOGC, external experts, or the Consultant itself.

**Report: Scenario Development and Comparative Analysis**

GOGC expects to receive a detailed and substantial written memorandum summarizing Consultant's strategy advice and action guidelines as well as economic/business model to substantiate the a) new tariff/cost structure (Scenario 1) or b) the new model of operation of WREP (Scenario 2). The aim is to establish priority negotiation framework (preferred and fallback options) and a sustainable business model that will be aligned with the strategic interest of Georgia and tie-in well with the Company's commercial objectives.

**3. QUALIFICATIONS AND EXPERIENCE**

Consultant is expected to have significant expertise in all aspects of the work envisaged under the current engagement. Development of the above analysis will require a thorough knowledge of the alternatives available to the commodity shippers in the region over various time horizons as well as good knowledge of the market and of the key players in the corridor.

Consultant shall be staffed adequately in the areas of midstream tariff policy, international commodity trade and business planning. Extensive knowledge of the Region is a must.

Consultant shall identify the Project Lead who will be directly assigned for the purposes of the engagement as well as all personnel and/or consultants who are expected to support him (collectively, the "Team"). Any consecutive changes in the composition of the Team (after submitting of the Report No. 1) would need to be approved by the GOGC.

**4. ASSUMPTIONS**

Development of strategy and "action scenarios" as per the scope of this engagement, relies on set of inputs concerning the future operating costs/capital costs of the infrastructure, commodity market trends, future transit flows, etc. GOGC expects the Consultant to be able to gather all of these inputs for the qualified analysis on its own.

Anything on the company's end that would be required for the Consultant's analysis, such as: a) contract and historic data related to WREP; b) High-level assessment of current technical condition of the WREP infrastructure - will be provided by GOGC upon request.

**5. TIMELINE**

Time is of essence.

Deadline for the submission of the proposal is October 12, 2025.

GOGC expects to sign the consultancy agreement not later than October 20, 2025.

It would be appreciated if the consultant shows flexibility and avails itself to proceed immediately after signing. The final date of submission of the Report is November 23, 2025.

## **6. CONFLICT OF INTEREST**

When submitting a proposal, Consultant shall confirm that a) it does not face any conflicts of interest related to this project and b) its previous or current works in the wider geographical region will not prevent it from representing GOGC, should there be a need for its continued engagement.

## **7. CONFIDENTIALITY AND APPLICABLE REGULATION**

All reports, materials and data produced under this engagement will become exclusive property of GOGC. Consultant agrees to keep 'strictly confidential' all information and/or documents made subsequently available to it or to any of its Team members and associated partners.

An agreement for consultancy services to be signed between GOGC and the Consultant will become subject to all necessary governmental approvals and applicable requirements of the State procurement legislation of Georgia.

## **8. COMMUNICATION & Q&A PROTOCOL**

All questions or inquiries regarding submission of the proposal should be made directly to GOGC via email defined in paragraph 9 of the RFP. Additional information and details pertinent to the scope of work can be obtained upon request via the same email, subject to conclusion of a standard NDA (governed by Georgian law; Georgian courts as a dispute settlement forum). GOGC will respond within 3 business days. Clarifications will be shared with all invited firms.

## **9. PROPOSALS SUBMISSION**

The Bidders are requested to submit their written proposals by no later than October 12, 2025. Proposals shall be submitted only via e-mail to the following email address: [procurement@gogc.ge](mailto:procurement@gogc.ge). Time is of essence and it would be much appreciated if the proposal is provided to us no later than the defined deadline.

All questions or inquiries regarding the RFP process shall be made by October 7, 2025 only via email ([procurement@gogc.ge](mailto:procurement@gogc.ge)).

All costs and charges related to submission of proposals as well as questions and inquiries shall be at the respective Bidder's cost.

## **10. REQUIRED COMPONENTS OF THE PROPOSAL**

Please limit your proposal to maximum of 30 pages. GOGC expects to see the following items in the proposal:

- (a) A Cover Letter: Clearly state the services for which the firm is applying for. Describe background and expertise of the firm and proposed Team members (including the Project Lead), addressing respective requirements defined in paragraph 3 of the RFP.
- (b) Confirmation on absence of conflict of interest defined in Paragraph 6 of the RFP. GOGC reserves the right to: a) disqualify any firm or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; b) require the firm to take any action or supply information necessary to remove the conflict; or c) terminate any contract arising from this RFP if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to GOGC's satisfaction.
- (c) Proposed compensation: Please indicate the proposed compensation (**the Compensation**) as follows:
  - The proposal shall include a total fixed lump-sum price for the services defined in the RFP. The proposal for the services outlined in the RFP shall include all associated travel costs.

**The Compensation** shall be indicated inclusive of all applicable taxes (Including Georgian non-resident's income tax (if applicable), which shall be withheld and paid by GOGC to the State budget. The firm shall indicate whether the Georgian non-resident's income tax is applicable) except Georgian VAT. The firm is solely responsible for the identification and assessment of the taxes applicable to provision of the services described in this RFP including identification of any relevant double taxation avoidance treaties and/or other instruments under which the firm might be exempted from the payment of Georgian taxes. To the extent, any provisions in such double taxation avoidance treaties or other relevant instruments exempt the firm from the payment of Georgian taxes, the firm is required to provide GOGC with the copy of its own tax resident certificate upon execution of the respective agreement/engagement letter. **The Compensation** shall be expressed in US Dollars.

#### **11. SELECTION AND AWARD**

GOGC plans to communicate and negotiate with interested firm(s) directly. GOGC expects to sign the consultancy agreement not later than October 20, 2025.

GOGC should enter into an engagement with the qualified Bidder offering the lowest **Compensation** total price.

GOGC also reserves the right to award the contract based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms. GOGC intends to review the qualifications of the firms, which will submit their respective proposals in response to this RFP, and select the winner from the qualified respondents to this RFP. Notwithstanding anything to the contrary in this RFP, it does not commit GOGC to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services, but seeks the submissions of proposals that may form the basis for negotiation of the respective agreement.

GOGC expressly reserves the rights (i) to reject, based on its sole discretion, any and all proposals and/or to solicit additional proposals if that is determined to be financially advantageous to the GOGC or otherwise in its best interest, (ii) to waive any irregularity or information in any proposal, and/or (iii) to be the sole judge of the responsibility of any proposer and of the suitability of the proposals, (iv) at any time following its entry into engagement not to order, order in full or discontinue the services described in this RFP. GOGC reserves the right to withdraw its announcement for proposals at any time without prior notice and/or any liability arising out of such withdrawal.

#### **12. PROPOSAL AS PUBLIC INFORMATION**

The information submitted in the proposals may be subject to public disclosure pursuant to the laws of Georgia.