**OFFER**

**FOR**

**PARTICIPATION IN A TENDER PROCEDURE**

**with subject:**

***"Supply of liquefied natural gas (LNG) for the needs of Bulgargaz PLC for May 2024"***

From

**Participant**: .........................................................................................................................................

Address: ....................................................................................................................................................

Tel. ......................................., fax:..................................

E-mail................................................................

Registered in the Commercial Register with the Registry Agency; Unified Identification Code (UIC): ..........................................................................................................................................

represented by ............................................................................................................................

as : ...............................................................................................................................

(representing/authorised representative)

**LADIES AND GENTLEMEN,**

We hereby present to you our ....................................................

(initial binding or final offer)

for participation in the tender procedure organized by Bulgargaz PLC, with subject:

***"Supply of liquefied natural gas (LNG) for the needs of Bulgargaz PLC"***

***for May 2024"***

Our proposal has been prepared in accordance with the requirements set out in the Conditions (hereinafter referred to as “Procedure”/”the Procedure").

We confirm that we are aware of and that we will carry out the supply in connection with which the procedure is being conducted in accordance with the terms and conditions specified by Bulgargaz PLC, and that we accept those terms and conditions.

1. In view of the requirements of the Procedure Conditions, we propose you the following parameters for its implementation:
   1. **Quantity:**

..................................................................... (the quantity offered shall be 1 cargo of 1 000 000 MWh/150 000 m3 )

................................................................... minimum/maximum deviation of delivered quantity from nominated quantity (not more than +/- 2%;)

* 1. **Quality of LNG:**

The LNG delivered shall meet the technical requirements of the DESFA pipeline network as set out in the DESFA Network Code. The quality of the LNG offered is in full compliance with the general requirements of the Operator of the Alexandroupolis Terminal (Gastrade SA) as set out in Section II, point 2 of the Tender Conditions for the supply of LNG for the needs of Bulgargaz EAD for May 2024.

* 1. **Terms of Delivery:** DES (Delivery Ex-Ship)
  2. **Point of delivery (unloading):**

Main Terminal - FSRU Alexandroupolis, Greece

Alternative Terminal – LNG Terminal in Turkey

**1.5 Price:**

The offer price shall reference the TTF front month (Argus) or TTF MA (ICIS) for the month in which the delivery window falls with a **separately stated discount** in euro per MWh and shall include all delivery costs to the FSRU Alexandroupolis, Greece. In the event that there would be a difference in the quoted price for delivery to the Base Terminal and delivery to the Alternative Terminal, the same should be explicitly stated.

*TTFfm (Argus) = the value of the TTF Front Month Index, published in Argus European Natural Gas - Daily Natural Gas Market Prices, in the column titled "Price", for the TTF (Title Transfer Facility) for the last business day of the month preceding the month of delivery. The TTF fm is the arithmetic mean between the 'Buy' and 'Sell' values for each day of the month for which the corresponding month is the following month.*

*TTF MA ICIS shall mean the simple average, rounded to three (3) decimal places of the TTF monthly price quotes (using the simple average of the bid and offer quotes) for the Pricing Month as published in ICIS Heren European Spot Gas Markets* *under the heading TTF Price Assessment on all days on which a price is published for which that contract is the Front Month. “Front Month” for any day is the earliest calendar month for which TTF monthly price quote is published for such day in ICIS Heren European Spot Gas Markets. Pricing month is May 2024.*

**1.6 Delivery window:** 18th May 2024

"LNG Cargo Arrival Window" means a twenty-four-hour period starting at 07:00 a.m. within which a scheduled LNG cargo delivery must have arrived at the Pilot Boarding Station and issued a Notice of Readiness.

"LNG Unloading Window" shall be the period commencing upon the LNG Carrier becoming All Fast and ending on the later of (i) forty-eight (48) hours from the LNG Carrier becoming All Fast, or (ii) the end of the Scheduled Window

**1.7 Method and terms of payment upon conclusion of a contract** *(Collateral in the form of a corporate and/or bank guarantee will not be provided by Bulgargaz):*

……………………………………………………………………………………………….

**1.8 Additional costs that may arise for Bulgargaz PLC during delivery** (assumed boil-off - not more than 0.15% per day, other)………………………………………………………………………

**1.9 Seller's liability**

In the event that the Seller fails to deliver the quantity or any part thereof, unless due to Force Majeure, the Seller shall pay to the Buyer an amount equal to (i) if the Buyer fails to purchase replacement gas, the Buyer's costs, associated with the failure or termination of the resale arrangements with respect to Seller's undelivered quantity, including Buyer's respective facility costs, capacity reservations, transportation, reasonable marketing costs and other costs incurred by Buyer, if any, as a result of Seller's failure to provide; or (ii) if Buyer purchases replacement LNG or gas to replace Seller's undelivered quantity, the amount by which the price paid by Buyer for the replacement gas exceeds the Contract Sales Price multiplied by Seller's undelivered quantity, plus additional transportation and logistics costs if any, plus other reasonable costs incurred by Buyer if any, less any cost savings (including transportation costs) realized by Buyer.

* 1. **Demurrage**

If the Actual Unloading Time for an LNG Carrier exceeds the Terminal Operator Extended LNG Unloading Window for such LNG Carrier for reasons attributable to the Terminal, then the Buyer shall pay an amount of 60 000 USD/day. If the Actual Unloading Time for an LNG Carrier exceeds the LNG Unloading Window for such LNG Carrier for reasons attributable to the Seller, then that Seller shall pay to the Buyer the amount of 60 000 USD/day.

In the event that the Buyer accepts, an LNG Cargo of larger volume or energy content than the quantity under Section 1.1, then the Buyer will not be liable for demurrage with respect to such LNG Cargo.

In the event that the Buyer accepts an LNG Cargo of larger volume or energy content than the quantity under Section 1.1, the Buyer will not be liable for demurrage with respect to such LNG Cargo.

**2.** Bulgargaz PLC shall not owe and shall not pay prices, fees, commissions, surcharges, penalties, costs and other additional payments other than those agreed between the parties as a result of this tender procedure.

**3.** No other prices, fees, commissions, surcharges, penalties, costs and other additional payments shall be charged or demanded by the Supplier, in any form whatsoever, during the entire period of validity of the delivery contract, except those expressly specified in the contract.

**4. We confirm** that we will carry out the supply of LNG under this procedure in compliance with all the terms and conditions of supply and the requirements to the participants specified by Bulgargaz PLC in the Tender Conditions and as reflected in the contract(s) concluded between the parties as a result of the tender procedure.

**5.** We will be bound by the proposals contained in our offer to ***............................***

(specify deadline)

**Annexes:** *(in case there are any not mentioned above, they shall be listed)*

1. Specification of the proposed for supply liquefied natural gas (LNG) ..............................
2. Declaration of absence of circumstances – *under* *Annex No 3 form;*
3. Power of attorney, in case the offer is signed by an authorised person ............................................................................................................
4. Other: ...............................................................................

**Date:** ................... **Signature:** ..............................................

.............................................

***(name and surname)***

***(position)***

***\*Note:***

*If the offer is not signed by the legal representatives of the participant but by an authorised person, a certified true-to-original copy of the notarised power of attorney of the signatories shall be attached to the offer.*