**OFFER**

**FOR**

**PARTICIPATION IN A TENDER PROCEDURE**

**with subject:**

***"Supply of liquefied natural gas (LNG) for the needs of Bulgargaz PLC for June 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 June 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 not be less than 1 000 000 MWh or 3,400,000 MMBtu /1 cargo/)

................................................................... minimum/maximum deviation of delivered quantity from nominated quantity (not more than +/- 5%;)

* 1. **Quality of LNG:**

The Gross Calorific Value of each standard cubic metre of gas (on a dry gas basis) shall be not less than 8750 kcal (eight thousand seven hundred and fifty kcal) and not more than 10 427 kcal (ten thousand four hundred and twenty-seven kcal).

The components shall be between the following lower and upper limits (as mole percentages) [Reference conditions: 150C / 150C / ideal gas]:

|  |  |  |
| --- | --- | --- |
| **Chemical** composition | **Min.** % | **Max.** % |
| Methane CH 4 | 84.79 % | 100.00 % |
| Ethan C H 26 | 0.00 % | 10.00 % |
| Propane C H 38 | 0.00 % | 4.00 % |
| iC H 410 | 0.00 % | 1.00 % |
| nC H 410 | 0.00 % | 1.50 % |
| C H 512 | 0.00 % | 0.23 % |
| N 2 | 0.00 % | 1.40 % |
| Gross Calorific Value | 8,900 Kcal/Sm3 | 10,427 Kcal/Sm3 |
| Wobbe index | 47.30 Mj/m3 | 53.95 Mj/m3 |
| H S 2 | - | 5.0 mg/Nm3 |
| Mercaptan Sulphur | - | 5.0 mg/Nm3 |
| Total sulphur, including mercaptans | - | 50 mg/Nm3 |

* Hydrocarbon dew point: shall not be higher than -5°C in the range of 1 to 80 barg.
* Water dew point: shall not be higher than -8 °C at a pressure of 80 barg
* LNG shall not encompass particles of a size that does not pass through a 0.0098 inch sieve.
* LNG shall not include water, oxygen and carbon dioxide.
* LNG shall not contain active bacteria or bacteria-coating materials, including, but not limited to, bacteria that reduce sulfate or produce acid.
* LNG shall not contain any poisonous or hazardous materials.
  1. **Terms of Delivery:** DES (Delivery Ex-Ship)
  2. **Point of delivery (unloading):**

LNG Terminals in Turkiye

**1.5 Price:**

The offered price shall reference the TTF front month (Argus) or TTF MA (ICIS) for the month in which the delivery window falls in euro per MWh and shall include all delivery costs to an LNG Terminal in Turkey.

*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 June 2024.*

**1.6 Delivery window:** 24-25 June 2024

**1.7 Method and terms of payment upon conclusion of a contract**

- .................................................... - amount of the advance payment in % of the price (not more than 50%);

- ...................................................... advance payment term (not earlier than 15 days before the delivery date);

.- ....................................................... payment term after the last day of delivery (not earlier than10 days after delivery).

**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 Period of delivery –** June 2024

**1.10. 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.

**1.11 Demurrage**

The demurrage rate on a daily and pro rata basis is the rate published under the heading Atlantic "Shipping Rate" in Platts LNG Daily on the relevant scheduled delivery date. If the Platts rate is not published on the applicable scheduled delivery date, then the demurrage rate shall be the last published Platts Atlantic Rate, immediately applicable date of the scheduled delivery. Seller shall be obliged to provide evidence of the calculated demurrage rate.

**2.** Bulgargaz PLC shall not owe and shall not pay prices and fees other than those agreed between the parties as a result of this tender procedure.

**3.** No other fees, commissions, surcharges, penaltiesand 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.*