**Appendix No 1**

**ADMINISTRATIVE INFORMATION**

**for participation in a procedure pursuant to Rules for selection of a contractor for provision of financial services from credit or financial institutions (Appendix №3 to art. 13b of the Regulation for the order for exercising of the rights of the state in the commercial companies with state participation in the capital (ROERSCCSPC) for:**

**“Selection of a contractor for issuing an unsecured bank guarantee in favour of Azerbaijan Gas Supply Company to serve as security for the performance of monetary obligation under the Agreement for Sale and Purchase of natural gas between Bulgargaz EAD and Azerbaijan Gas Supply Company (AGSC) (the GSA)”**

**1. IDENTIFICATION OF THE CANDIDATE**

This tender is submitted by

*name of the company*

|  |  |
| --- | --- |
|  |  |
|  |  |
| Registered address: |  |
| UIC |  |
| VAT ID No  |  |
| Bank account IBAN |  |
| Bank code |  |
|  |  |
| Represented by: |  |
| *Full name and Personal identification number* |
| in his/her capacity of: |  |
| *position* |

**2. ADMINISTRATIVE INFORMATION ABOUT THE CANDIDATE**

|  |  |
| --- | --- |
| 1. Address |  |
| *zip code, city, municipality, housing estate, block, apartment* |
| 2. Telephone |  |
| 3. Fax |  |
| 4. e-mail |  |
| 5. Web address |  |
| 6. Contact person |  |

Date: ................................. Signature and seal: .......................................

**Appendix No 2**

**TECHNICAL OFFER FOR PERFORMING THE ACTIVITIES**

**for participation in a procedure pursuant to Rules for selection of a contractor for provision of financial services from credit or financial institutions (Appendix No 3 to art. 13b of the Regulation for the order for exercising of the rights of the state in the commercial companies with state participation in the capital (ROERSCCSPC) for:**

**“Selection of a contractor for issuing an unsecured bank guarantee in favour of Azerbaijan Gas Supply Company to serve as security for the performance of monetary obligation under the Agreement for Sale and Purchase of natural gas between Bulgargaz EAD and Azerbaijan Gas Supply Company (AGSC) (the GSA)”**

……………………………………………………………………………………………………...../candidate’s name/

/ UIC/

/registered address/

Description and organization for performing the activities:

|  |  |
| --- | --- |
| **Activity** | **Candidate’s offer** |
| 1. Provision of one advisor by the financial institution to secure fast and timely servicing of the needs of the Contracting authority (yes; no)
 |  |
| 1. Option for express issuing of a bank guarantee(yes; no)
 |  |
| 1. ………………………………………
 |  |
| 1. ………………………….
 |  |
| …….. |  |

Note: One of the answers referred to immediately after the activity shall be marked in the Candidate’s offer column.

This tender shall be valid for 60 (sixty) days as of the deadline for receiving of tenders and shall remain binding for us upon conclusion of a contract for issuing a bank guarantee.

Date………………….. Signature ………………………

**Appendix No3**

**PRICE OFFER**

**for participation in a procedure pursuant to Rules for selection of a contractor for provision of financial services from credit or financial institutions (Appendix No 3 to art. 13b of the Regulation for the order for exercising of the rights of the state in the commercial companies with state participation in the capital (ROERSCCSPC) for:**

**“Selection of a contractor for issuing an unsecured bank guarantee in favour of Azerbaijan Gas Supply Company to serve as security for the performance of monetary obligation under the Agreement for Sale and Purchase of natural gas between Bulgargaz EAD and Azerbaijan Gas Supply Company (AGSC) (the GSA)”**

/ candidate’s name /

/ UIC /

/registered address/

**We propose to implement the procurement in accordance with the documentation for participation under the following PRICE parameters:**

The unit prices offered by us are in USD, VAT excluded, and a percentage (%) for all positions of the table of prices and shall include all costs related to the implementation of the procurement in a quality manner, in accordance with the requirements of the Contracting authority and are listed in the following table of prices:

|  |  |  |
| --- | --- | --- |
| Service type | Measure | Offer |
| Issuing a bank guarantee |  |  |
| 1.1.Commission for issuing and maintaining | % |  |
| 1.2.Fees | USD |  |
| 2.Interest on debt accrued from payment under a bank guarantee | % |  |
| 3. Fee for express issuing of a bank guarantee. | USD |  |

**Note: The percentage of the commission under item 1.1 for issuing and maintaining shall be calculated based on the total amount of the liability secured by the bank guarantee.**

This tender shall be valid for 60 (sixty) days as of the deadline for receiving of tenders and shall remain binding for us upon conclusion of a contract for issuing a bank guarantee.

Date………………….. Signature ………………………

**Appendix No 4**

**DECLARATION**

*For non-existence of circumstances*

The undersigned

|  |
| --- |
|  |
| *Full name* |
| PIN |  |
| ID card |  |
| Permanent address |  |
| In my capacity of |  |
| *position* |
| **Of**  |
| *Candidate’s name* |

candidate

**for participation in a procedure pursuant to Rules for selection of a contractor for provision of financial services from credit or financial institutions (Appendix No 3 to art. 13b of the Regulation for the order for exercising of the rights of the state in the commercial companies with state participation in the capital (ROERSCCSPC) for:**

**“Selection of a contractor for issuing an unsecured bank guarantee in favour of Azerbaijan Gas Supply Company to serve as security for the performance of monetary obligation under the Agreement for Sale and Purchase of natural gas between Bulgargaz EAD and Azerbaijan Gas Supply Company (AGSC) (the GSA)”**

**I HEREBY DECLARE:**

1. I have not been deprived of the right to exercise a specific profession or activity in accordance with the laws of the country in which the offence has been committed.
2. The company represented by me:

**a)** has not declared bankruptcy;

**b)** is not in liquidation proceedings or in a similar procedure

**c)** is not in bankruptcy proceedings

I am aware of the liability under art.313 of the Penal Code for provision of false data.

…......……………. Declared by: ….....……………………..............

(date of signing) (signature and seal)

**Appendix No 5**

**DECLARATION**

*For confidentiality*

The undersigned\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in my capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(insert position)** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(insert candidate’s company)**, UIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its seat and registered address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I HEREBY DECLARE:**

1. I will not use and disclose to third parties information and facts, which have become known to me during my participation in **a procedure pursuant to Rules for selection of a contractor for provision of financial services from credit or financial institutions (Appendix No 3 to art. 13b of the Regulation for the order for exercising of the rights of the state in the commercial companies with state participation in the capital (ROERSCCSPC) for:**

**“Selection of a contractor for issuing an unsecured bank guarantee in favour of Azerbaijan Gas Supply Company to serve as security for the performance of monetary obligation under the Agreement for Sale and Purchase of natural gas between Bulgargaz EAD and Azerbaijan Gas Supply Company (AGSC) (the GSA)”**

2. I will not abuse the trust and undermine the reputation of Bulgargaz EAD.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Declared by:** ­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(date of signing) (signature)**

**Appendix № 6**

To: Azerbaijan Gas Supply Company Limited (the “**Beneficiary**”)

153 Neftchilar Avenue

Port Baku Towers

8th Floor

AZ1010 Baku

Azerbaijan

[*DATE*]

Dear Sirs,

Irrevocable Standby letter of credit number: [*number*]

1. By this letter we establish our irrevocable standby letter of credit (the “Standby L/C”) number [*number*] in favour of the Beneficiary at the request of BULGARGAZ EAD (the "Principal") of 47, Petar Parchevich Street, 1000 Sofia, Bulgaria in connection with the Gas Sales Agreement between Principal and Beneficiary (the “**GSA**”) for the maximum aggregate amount of U.S. Dollars [*amount*].[[1]](#footnote-1)
2. We unconditionally and irrevocably undertake to pay to the Beneficiary in U.S. Dollars to the account at [*bank*] [*account number*] or such other bank account notified by the Beneficiary the amount claimed by the Beneficiary within 2 business days (being a day (other than a Saturday or Sunday) on which banks are open for business in [*specify the location of the issuing bank*], from the date on which we receive a duly completed written demand of the Beneficiary (a “**Demand**”) at [*issuing bank, department name and/or officer and address*], subject to the following conditions:

## a Demand of the Beneficiary must be substantially in the form attached to this Standby L/C signed by the Beneficiary; and

## all Demands must be received by us prior to the Expiry Time (as defined in paragraph 5 below) or the applicable Extended Expiry Time (as defined in paragraph 5 below).

1. We will, where applicable, provide to the Beneficiary any notice of dishonour with respect to any Demand within 2 business days (as defined in paragraph 2 above) from the date on which we receive the relevant Demand.
2. Our obligations under this Standby L/C are direct and primary and shall be fulfilled without any proof or conditions and receipt of the Demand shall be conclusive evidence of our liability to pay to the Beneficiary the amount demanded.
3. This Standby L/C shall expire at [*time*] pm ([*location*] time) on [*date*][[2]](#footnote-2) (Expiry Time), after which we shall have no further liability to the Beneficiary, except in relation to any demand validly presented before expiry of this Standby L/C that remains unpaid. At the Expiry Time, the value of this Letter of Credit is deemed to be reinstated to the maximum aggregate amount set out in paragraph 1 above; and the Expiry Time automatically extended without amendment to this Standby L/C until the same time on the same date falling in the fifth month after the month in which the Expiry Time falls. The value of this Standby L/C shall thereafter be reinstated and extended in the same manner [provided, however, that in no event shall this Standby L/C be extended beyond [*date*]]. Each such extended Expiry Time is referred to in this Standby L/C as an **Extended Expiry Time**. No extension of this Standby L/C as referred to above shall occur if at least [30][[3]](#footnote-3) days prior to the Expiry Time or applicable Extended Expiry Time, we notify the Beneficiary by registered mail or courier service that this Standby L/C will not be renewed for any such additional period; any notice of non-renewal hereunder shall be sent to (i) the Beneficiary at the address shown above, and (ii) the Principal [*at the address set out in paragraph 1*][[4]](#footnote-4) or at such other address as the Beneficiary and the Principal may provide to us in writing.
4. Subject to the terms of paragraph 5 above, the amount available under this Standby L/C shall be automatically reduced without amendment by the amount of any (partial) payments made hereunder in compliance with the terms of the applicable Demand.
5. This Standby L/C and any rights thereunder are transferable and may be assigned, transferred, charged, made subject to security, disposed of or otherwise novated by the Beneficiary with the consent of [*name of issuing bank*] if such assignment, transfer, charge, security, disposal or novation is:

## made in connection with an assignment, transfer or novation pursuant to the relevant clauses of the GSA; or

## an assignment or transfer in respect of financing provided to the Beneficiary.

## Subject to the foregoing, this Standby L/C and any rights thereunder may not be assigned, transferred, charged, made subject to security, otherwise disposed of or novated by the Beneficiary unless with the prior written consent of [*name of issuing bank*] and the Principal (such consent not to be unreasonably withheld or delayed in any case).

1. This Standby L/C and any non-contractual obligations or disputes arising out of or in connection with it are governed by English law.
2. [*The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standby L/C (including a dispute relating to any non-contractual obligations arising out of or in connection with this Standby L/C).*][[5]](#footnote-5)
3. This Standby L/C does not give rise to any rights of third parties under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Standby L/C.
4. Except to the extent it is inconsistent with the express terms of this Standby L/C, this Standby L/C is subject to the International Standby Practices ISP 98, ICC Publication No. 590.

Yours faithfully,

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

For and on behalf of

[ISSUING BANK]

**Annex**

**Form of demand**

To: [ISSUING BANK, DEPARTMENT AND/OR OFFICER NAME AND ADDRESS]

[DATE]

Dear Sirs,

**DEMAND UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [NUMBER]**

1. We refer to the irrevocable standby letter of credit (the Standby L/C) number [*number*]. This is a written demand under the Standby L/C. Terms defined in the Standby L/C have the same meaning in this demand.

2. We hereby certify that [the Principal has failed to pay an amount under the GSA when due] / [the Beneficiary has terminated the GSA as a result of a Termination Notice (as defined in the GSA) sent to the Principal pursuant to [relevant clauses of the GSA] / [the Principal is in breach of its obligations under relevant clause of the GSA] *[delete as appropriate]*. The amount claimed by us is [*currency and amount*] (Claimed Amount).

3. This demand is dated [*date*].

4. Please make payment to the following account [ ] in [*specify the location of the relevant account*].

Yours faithfully,

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

For and on behalf of

**Azerbaijan Gas Supply Company Limited**

1. Note: This amount needs to reflect the relevant clause of the GSA. [↑](#footnote-ref-1)
2. Note: to be no longer than 5 Months from the date of the L/C as per relevant clauses of the GSA [↑](#footnote-ref-2)
3. Timeframe to be confirmed. [↑](#footnote-ref-3)
4. Bulgargaz to confirm address for notices to be issued. [↑](#footnote-ref-4)
5. Note: subject to the jurisdiction of the issuing bank. [↑](#footnote-ref-5)