**OFFER**

**ABOUT**

**PARTICIPATION IN A TENDER PROCEDURE**

**with subject:**

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

From

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

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

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

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

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

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

(representing/authorised representative)

**LADIES AND GENTLEMEN,**

We hereby submit to you our binding offer for participation in the tender procedure organized by Bulgargaz PLC, subject:

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

Our proposal has been prepared in accordance with the requirements set out in the Terms and Conditions of the procedure (hereinafter referred to as 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 Terms and Conditions of the procedure, we propose you the following parameters for its implementation:
   1. **Quantity:**

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

(the offered quantity 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 greater than +-2% for delivery to a floating terminal in Alexandroupolis and not greater than +/- 5% for terminals in Turkey)

* 1. **LNG Quality:**

**A specification of the proposed LNG is attached to the offer, confirming that the LNG supplied meets the requirements of the receiving terminal.**

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

**October:**

Main terminal - floating LNG Terminal near Alexandroupolis, Greece

Alternative terminal – an LNG Terminal in Turkey.

* 1. **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 Euros per MWh, and include all delivery costs to the Main and Alternate Terminal for each of the months.

If there is a difference in the offered price for delivery to the Main and Alternate Terminal, separate prices shall be quoted.

*TTFfm (Argus) = the TTF Front Month index value, published in Argus European Natural Gas - Daily Natural Gas Market Prices, in the column headed "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 average 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) means the average value, rounded to three (3) decimal places, of the monthly TTF price quotations (using the average value of the "Buy" and "Sell" quotations) for the Pricing Month as published in the ICIS Heren European Spot Gas Markets under the heading TTF Price Assessment for all days on which a price is published for which this Contract is Front Month. The "Front Month" for any day is the earliest calendar month for which a TTF Monthly Price Quotation is published for that day in the ICIS Heren European Spot Gas Markets. The Pricing Month is the month in which the Delivery Window falls.*

* 1. **Time limit for requesting the Delivery Window by the Buyer of terminals in Turkey**

**Buyer must notify Seller at least ....... days prior to the Window for**

**(**to be specified)

**delivery to change the delivery terminal (*from main to alternative*)**

* 1. **Method and terms of payment upon conclusion of a contract;**
* .................................................... - amount of the advance payment in % of the price (not more than 50%);
* ...................................................... deadline for making advance payment

(not earlier than 15 days before the delivery date);

* ....................................................... deadline for final payment after last day of delivery

(not earlier than 10 days after delivery).

* 1. **Additional costs that may arise for Bulgargaz PLC during delivery** (*permissible boil-off - no more than 0.15% per day, other*) ..............................................................................................................
  2. **Delivery period ................................................**

(October 2024)

* 1. **Seller's liability**

In the event the Seller fails to deliver the quantity or any portion thereof, unless due to Force Majeure, Seller shall pay Buyer an amount equal to (i) if Buyer fails to purchase replacement gas, Buyer's cost, associated with the failure or termination of the Resale Arrangements with respect to Seller's undelivered quantity, including Buyer's respective facility costs, capacity booking, transportation, reasonable marketing costs and other costs incurred by Buyer, if any, as a result of Seller's failure to deliver; 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:

**FSRU Alexandroupolis:**

If the actual unloading time of an LNG Vessel exceeds the Terminal Operator's extended unloading window for that LNG Vessel for reasons attributable to the Terminal, Buyer shall pay an amount equal to $60,000/day. If the actual unloading time for an LNG Vessel exceeds the unloading window for such LNG Vessel for reasons attributable to the Seller, then the Seller shall pay to the Buyer the sum of US$60,000/day.

In the event that the Buyer accepts an LNG cargo with a greater volume or energy content than the quantity referred to in clause 1.1, the Buyer shall not be liable for demurrage in respect of that LNG cargo.

**Terminals in Turkey:**

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 to the Scheduled Delivery Date. The Seller has the obligation to provide evidence of how the demurrage was calculated.

**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, penalties and other additional payments shall be charged or required by the Supplier, in any form, during the entire term of the supply contract, except as expressly set forth in the contract.

**4. We confirm** that we will supply LNG under this tender procedure, subject to all the terms of delivery and requirements to the participants specified by Bulgargaz PLC in the Terms and Conditions of the Tender 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 described)*

1. Specification for the proposed supply of liquefied natural gas (LNG) ..............................
2. Power of attorney, in case the offer is signed by a proxy ............................................................................................................
3. Other: ...............................................................................

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

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

***(name, surname and position)***

***\*Note:***

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