**TO**

**ALL INTERESTED PARTIES**

**INVITATION TO TENDER (ITT)**

**FROM BULGARTRANSGAZ EAD**

**DEAR LADIES AND GENTLEMEN,**

Hereby, we invite you to tender for providing a financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs.

Procedure for selecting contractors for a financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs.

This procedure for financing has been initiated in accordance with Bulgartransgaz EAD obligation under a Contract for “Procurement of the necessary materials and equipment, investment design – Detailed design phase, construction and commissioning of site: “Expansion of the gas transmission infrastructure of Bulgartransgaz EAD parallel to the north (main) gas pipeline to the Bulgarian-Serbian border”, stage: “Pipelines Network” and for financing Bulgartransgaz EAD investment costs for the implementation of a Contract for “Investment design, procurement of the necessary materials and equipment, construction and commissioning of stage CS Rasovo and stage CS Nova Provadia of site “Expansion of Bulgartransgaz EAD gas transmission infrastructure parallel to the north (main) gas pipeline to the Bulgarian-Serbian border”.

Bulgartransgaz EAD is not a Contracting Authority within the meaning of the Public Procurement Act (PPA).

1. **Subject:**

Subject of this procedure is the selection of contractors for a financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs according to a signed Contract with Association Consortium Arkad for “Procurement of the necessary materials and equipment, investment design – Detailed design phase, construction and commissioning of site: “Expansion of the gas transmission infrastructure of Bulgartransgaz EAD parallel to the north (main) gas pipeline to the Bulgarian-Serbian border”, stage: “Pipelines Network” and for financing Bulgartransgaz EAD investment costs for the implementation of a Contract for “Investment design, procurement of the necessary materials and equipment, construction and commissioning of stage CS Rasovo and stage CS Nova Provadia of site “Expansion of Bulgartransgaz EAD gas transmission infrastructure parallel to the north (main) gas pipeline to the Bulgarian-Serbian border”.

Bulgartransgaz EAD provides up to 102% collateral for the value of the bank loan in USD, calculated at the BNB (Bulgarian National Bank) reference exchange rate on the day preceding the signing of the respective bank loan contract, and they will be deposited in the bank upon signing the specific loan contract.

Parameters and terms of the financing sought are as follows:

* 1. Amount ~ EUR 150 million
  2. Repayment period - 6 months from the date of signing the specific credit contract.
  3. Bulgartransgaz EAD shall be entitled to unilaterally extend the loan deadline only once by another 6 months but within the term of the framework contract, 15 business days before the expiry of the repayment period;
  4. Fixed interest rate on annual basis for the loan, including all loan fees and expenses;
  5. Interest rate on annual basis on the provided collateral in USD.
  6. The interest rate on annual basis on the collateral in USD must exceed the proposed fixed interest rate on annual basis for the loan;
  7. The interest on the loan shall be paid monthly/netted with the interest on the collateral provided;
  8. The interest on the collateral provided shall be paid monthly/netted with the interest on the loan granted;
  9. The principal is due on the maturity of the loan;
  10. No fees and commissions for early repayment;
  11. EUR 30 million - minimum amount of financing from each participant;
  12. Amount of the collateral part (expressed in percentage) that Bulgartransgaz EAD shall be entitled to withdraw while keeping the annual interest rate for the balance for the specified term of the collateral;
  13. Deadline within which Bulgartransgaz EAD undertakes to repay the withdrawn part of the collateral - in business days from the date of withdrawal;
  14. Credit institutions with which specific contracts will be signed shall be under no obligation to impose restrictive terms and conditions on Bulgartransgaz EAD to conclude other credit contracts;
  15. Credit institutions shall offer a rate of collateral on behalf of Bulgartransgaz EAD whose maximum amount shall not exceed 102% of the loan granted amount;
  16. When submitting their offers, credit institutions agree to increase the proposed loan amount by up to 50% of the maximum amount of the loan, according to the price offer of the participant, before signing a specific loan contract upon Bulgartransgaz EAD request. Bulgartransgaz EAD shall be entitled to request an increase in the amount of the loan granted before signing a specific loan contract with the respective bank until the required amount of financing referred to in item 1.1 is raised.

The aim of the procedure is at least 5 (five) offers from credit institutions to be submitted containing a proposal to provide a loan to Bulgartransgaz EAD as the company falls within the scope of art. 13b, para. 3 of the Regulations on the Procedures for Exercising the Rights of the State in Companies with State Participation in the Capital, adopted by Council of Ministers Decree No. 112 of 23 May 2003, promulgated SG No. 51/3.06.2003, last amended SG No. 70/24.08.2018.

Repayment of the financing received from Bulgartransgaz EAD shall be made within the above-mentioned deadline.

Each Participant may submit only one offer as per the requirements of this ITT.

In the event that, as a result of a change in the BNB reference rate for EUR/USD, the euro equivalent of the collateral provided decreases to 95% of the amount of the bank loan granted, the Contracting Authority undertakes to deposit additional collateral up to the amount of the collateral under item 1.15. Also, if the euro equivalent of the collateral provided exceeds 105% of the amount of the bank loan granted, the credit institution undertakes to release the part of the collateral provided up to the amount of the credit granted. The reference rate at which the provided collateralised cash is recalculated against the loan granted is the BNB fixing on the last business day of each calendar month. In case of establishing the above differences, the Contracting Authority or the Contractor shall repay or release a collateral within 5 business days.

**2. Definitions:**

* “Fixed interest rate on annual basis for the loan” - includes all fees and commissions that represent the real appreciation of the loan until its final repayment.
* “Interest rate on annual basis on the provided collateral in USD” - represents the interest that shall be charged on the deposited funds for the period for which they serve as a collateral.
* “Amount of the collateral part (expressed in percentage) that Bulgartransgaz EAD shall be entitled to withdraw” - represents a percentage of the amount which Bulgartransgaz EAD is entitled to withdraw from the deposit submitted as a collateral while keeping the annual interest rate for the balance.
* “Express bank credit” - approval up to 1 business day following the signing of the framework contract.

**3. Content of the offer:**

**3.1. Price offer with**:

a) Fixed interest rate on annual basis for the loan including all loan fees and expenses:

а.1) for the amount from EUR 30,000,000.00 to EUR 39,999,999.99;

а.2) for the amount from EUR 40,000,000.00 to EUR 50,000,000.00;

b) Interest rate on annual basis on the provided collateral in USD;

b.1) for a loan from EUR 30,000,000.00 to EUR 39,999,999.99;

b.2) for a loan from EUR 40,000,000.00 to EUR 50,000,000.00;

c) Amount of the collateral part (expressed in percentage) that Bulgartransgaz EAD shall be entitled to withdraw while keeping the annual interest rate for the balance for the specified term of the collateral;

d) Deadline within which Bulgartransgaz EAD shall repay the withdrawn part of the collateral - in business days from the date of withdrawal;

e) Percentage of the collateral on behalf of Bulgartransgaz EAD whose maximum amount shall not exceed 102% of the loan granted amount;

**3.2** Technical proposal for implementation of the activities which in case of a positive answer guarantees:

a.1) Option for an express bank credit;

a.2) Providing an internal consultant from the financial institution to ensure fast and timely servicing of the Contracting authority's needs.

**3.3** Presentation of the financial institution as well as

Certified copy of the banking activity authorization/license issued by BNB - for participants in the procedure that are banks having their registered seat in the Republic of Bulgaria or banks having their registered seat abroad which participate via their branch in the country. Participants licensed in an EU Member State submit the respective authorizations and/or registration to perform an activity for the relevant type of financial service, in accordance with the laws of participant’s country of registration;

b) Declaration on absence of circumstances, template (Annex No. 4);

c) Confidentiality declaration (Annex No. 5);

d) Declaration for absence of clauses by the credit institution for mandatory use of ancillary services for which there is no economic necessity on behalf of Bulgartransgaz EAD (Annex No. 6);

e) Declaration on the value of the total capital adequacy ratio. (Annex No. 7);

f) Declaration that no restrictive conditions are imposed on Bulgartransgaz EAD for concluding other credit contracts (Annex No. 8);

g) Declaration by which the credit institution agrees to increase the proposed credit amount before signing a particular credit contract upon Bulgartransgaz EAD request. Bulgartransgaz EAD shall be entitled to request increase of the amount of the provided credit up to 50% of the maximum loan amount, according to the price offer of the respective participant, before signing a specific credit contract with the respective bank, until raising the required amount of the financing referred to in item 1.1. of the Invitation (Annex No 9;

h) Declaration by which the credit institution agrees that Bulgartransgaz EAD is entitled to unilaterally and once extend the credit period by another 6 months, but within the term of the framework contract, 15 business days before expiry of the repayment period (Annex No. 10).

**4.** **Participants’ eligibility requirements:**

Each participant shall hold qualification and experience, as required by the Contracting Authority and be able to demonstrate them by submitting the documents (information), listed in this ITT.

Participants who fulfil the following requirements shall be admitted to take part in the procedure:

а) The credit institution, licensed in a member state in the EU, shall submit the respective authorizations and/or registration to carry out activity for the respective type of financial service in line with the laws of the country of their registration. Credit institution, licensed in the meaning of Credit Institutions Act domiciled in the Republic of Bulgaria or abroad which takes part through its branch in the country shall submit a certified copy of the banking activity authorization/license, issued by BNB[[1]](#footnote-1);

b) Meet the credit requirements, as laid down in of the European Parliament and of the Council and Ordinance 8 of BNB of 24 April 2014 as at the latest completed quarter against the date of offer submission;

c) The credit institution shall have granted international long-term credit rating updated as of the date of offer submission of minimum levels of index no lower than “B” of Standard & Poor’s or equivalent in the classification of other credit agencies.

The credit institution shall meet the criteria under letters а), b), c) above for the entire period of the credit, and the Contracting Authority shall keep its right to require documents, certifying the compliance with the criteria at all times during the period of the credit.

**Participants shall be excluded from taking part in the procedure:**

* Whose offers fail to meet the eligibility requirements as laid down herein in advance;
* Any of the documents has not been submitted in line with the requirements hereof and after it has been additionally required by the Contracting Authority, it has not been submitted within the given deadline.

**5.** **Offers evaluation**

Offers evaluation criterion shall be “**the most economically advantageous offer”.**

Participants offers evaluation (CE) shall be made in line with the following formula:

**CE = 40 points NQC + 60 points QC,**

where:

NQC – Non-quantitative criteria,

QC – Quantitative criteria.

* **Non-quantitative criteria shall be calculated in line with the formula:**

**NQC = NQ1 + NQ2,**

where:

**NQ1** – Provision of internal consultant by the financing institution – contractor thereby enabling the quick and timely addressing of the needs of the Contracting Authority (Yes = 10 points; No = 0 points)

**NQ2** – A possibility for express bank credit (Yes = 30 points; No = 0 points);

* **Quantitative criteria shall be calculated in line with the formula:**

**QC = L1+L2+A+D,**

where**:**

**L1** – The difference between interest rate under the provided collateral in USD in case of credit totalling to from EUR 30 000 000.00 up to EUR 39 999 999.99 and fixed interest rate on the loan – 25 points

The maximum number of points shall be given to the offer having the biggest difference between the interest rate on the provided collateral in USD and the fixed interest rate on the loan.

**L1 respect. = (L30respect. deposit interest – L30respect. credit interest)/ (L30max)\* 25**

where:

**L30respect. deposit interest –** the proposed interest rate by the respective participant under the provided deposit which serves as a collateral in case of a credit totalling from EUR 30 000 000.00 up to EUR 39 999 999.99

**L30respect. credit interest -** the proposed fixed interest rate under the loan totalling from EUR 30 000 000.00 up to EUR 39 999 999.99 of the respective participant

**L30max –** the maximum difference between the proposed interest rate under the provided deposit and the fixed interest rate under the loan totalling from EUR 30 000 000.00 up to EUR 39 999 999.99

The interest rate shall be specific and shall be free of any conditions. If indicative values shall be submitted or conditional values 0 (zero) points under the respective indicator shall be awarded to the participants.

**L2** – The difference between the interest rate under the provided collateral in USD in case of a credit of EUR 40 000 000.00 up to EUR 50 000 000.00 and fixed interest rate on the loan – 25 points

The maximum number of points shall be given to the offer having the biggest difference between the interest rate on the provided collateral in USD and the fixed interest rate on the loan

**L2 respect. = (L50respect. deposit interest – L50respect. credit interest)/ (L50max)\* 25**

where:

**L50 respect. deposit interest –** the proposed interest rate by the respective participant under the deposit, which serve as a collateral in case of a credit from EUR 40 000 000.00 up to EUR 50 000 000.00

**L50respect. credit interest -** the proposed fixed interest rate on the loan totalling to from EUR 40 000 000.00 up to EUR 50 000 000.00 of the respective participant

**L50max –** the maximum difference between the proposed interest rate under the provided deposit and fixed interest rate under the loan totalling to from EUR 40 000 000.00 to EUR 50 000 000.00

The interest rate shall be specific and shall be free of any conditions. If indicative values or conditional values shall be submitted 0 (zero) points under the respective indicator shall be awarded to the participant. In case there shall be no offer under the respective criteria, the participant shall be given 0 (zero) points for this criterion and they shall not be declassified.

**A** – “Amount of the collateral part (expressed in percentage) that Bulgartransgaz EAD shall be entitled to withdraw preserving the annual interest rate for the determined deadline of the collateral for the balance” – 5 points

The maximum number of points shall be given to the offer having the highest amount of the part of the provided collateral with Bulgartransgaz EAD shall have the right to withdraw preserving the interest. The points of the other participants shall be determined against the highest proposed amount in line with the following formula:

**A1**

**A** = \_\_\_\_\_\_\_\_ х 5

**A** max.

where:

**A1** – Amount of the part of the collateral (expressed in percentage) that Bulgartransgaz EAD shall have the right to use, proposed by the respective participant

**A max** – The maximum offered amount of the part of the collateral (expressed in percentage), that Bulgartransgaz EAD shall have the right to use

**D** – Deadline within which Bulgartransgaz EAD shall restore the withdrawn part of the collateral – in business days as of the date of withdrawal – 5 points;

The maximum number of points shall be given to the offer having the highest deadline within which Bulgartransgaz EAD shall restore the withdrawn part of the collateral – in business days as of the date of withdrawal. The points of the other participants shall be determined in a proportion to the highest proposed deadline in line with the following formula:

**D1**

**D** = \_\_\_\_\_\_\_\_ х 5

**D**max.

where:

**D1** – Deadline within which Bulgartransgaz EAD shall restore the withdrawn part of the collateral – in business days as of the date of withdrawal, proposed by the respective participant

**D max** – The maximum proposed deadline within which Bulgartransgaz EAD shall restore the withdrawn part of the collateral – in business days as of the date of withdrawal,

The proposed interest rates, amount (expressed in percentage) and deadline (expressed in business days) concerning the part of the collateral that Bulgartransgaz EAD shall have the right to withdraw shall be specific and shall contain no conditions. If indicative values or conditional values shall be submitted, 0 (zero) point for the respective indicator shall be given to the Participant and they shall not be declassified.

Offers evaluation shall be made in line with point scoring system with a maximum of 100 points. Participants shall be ranked in descending order in line with the number of points, and the participants with the most points shall be raked first, and the participant with the fewest points shall be ranked last.

**6.** **Deadline and method of offers’ submission:**

а) Deadline for offers' submission: **by 5:00 pm on 17 October 2019** but no less than 10 (ten) business days of publication of the invitation on the webpage of the authority exercising the ownership rights of the state in the companies under Art. 13b of the RULES FOR THE PROCEDURES ON EXERCISING THE RIGHTS OF THE STATE IN TRADING COMPANIES WITH STATE PARTICIPATION IN THE CAPITAL, as well as in at least one specialized Internet media and/or at least one daily newspaper. Offers shall be in the form of written proposals and shall be submitted in a sealed, opaque envelope by the participant personally or by his authorized representative or by registered letter with acknowledgement of receipt or by courier service at the following address: Bulgartransgaz EAD Head office 1336 Sofia Lyulin 2 66 P. Vladigerov Blvd.

Participants shall send the offers in such a way as to ensure their arrival at the specified address prior to expiry of the aforementioned deadline. Participants shall take on the risk of delay or loss of offers.

Each participant may change, supplement or withdraw its offer by means of a written statement by the expiry of the deadline for offers' submission. Withdrawal of the offer shall terminate further participation of the participant in the procedure.

All offers shall be submitted in Bulgarian and/or English.

No offers shall be accepted for participation if:

* submitted to an address different from the address indicated above;
* submitted after expiry of the deadline.

Only offers meeting the terms and conditions specified in this invitation will be accepted for review, evaluation and ranking.

b) If less than 5 participants submit offers, a second invitation for offers will be published. The Contracting authority shall extend the deadline with 5 (five) business days by publishing a second invitation under the terms and conditions of this one. If less than five offers have been submitted after expiry of the additional deadline, the Contracting authority shall select a Contractor irrespective of the number of offers received.

c) In the event of missing documents and/or irregularities are found in a participant’s offer, Bulgartransgaz EAD reserves the right to request in writing the participant to submit the missing documents and/or to eliminate the irregularities found within a certain deadline which cannot be less than two (1) business day. Failure to submit the necessary documents and information will result in exclusion from participation.

d) The validity term of the offers should be at least 60 (sixty) days from the deadline for offers' submission and the participant will be bound by the proposals in his offer until contract conclusion.

**7.** **Contract conclusion**

The contracts to be concluded are featured as framework contracts, setting out the conditions under which Bulgartransgaz EAD may require to conclude specific credit contracts. The specific contracts will be concluded and implemented within the framework of the framework contracts, and their conclusion will be carried out as appropriate and in compliance with the regulatory requirements.

Framework contracts will be concluded with all participants meeting the eligibility requirements and the minimum required parameters, and specific contracts will be concluded with the participants offering the most economically advantageous conditions according to the quantitative evaluation criteria.

The framework contracts shall be concluded for a period until 15 December 2020 and shall include all proposals of the participant's price and technical offer and the terms of the procedure. The specific contract with each participant will be for a term of 6 months and Bulgartransgaz EAD has the right to unilaterally and once to extend the term of the credit by another 6 months, but no more than the term of the framework contract.

For the duration of the particular credit contract, the Contractor should maintain the requirements set out in the minimum selection criteria established at opening of the procedure. The circumstance is declared for completed quarter as of conclusion of the particular contract.

This invitation is issued on the basis of point 4.3. of the Rules on selection of a Contractor for providing financial services by credit or financial institutions (Annex No. 3 to Art. 13b of the RULES FOR THE PROCEDURE ON EXERCISING THE RIGHTS OF THE STATE IN TRADING COMPANIES WITH STATE PARTICIPATION IN THE CAPITAL).

Contact persons:

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e-mail: zahari.dechev@bulgartransgaz.bg

We expect your offers.

Annexes:

Annex No 1: Administrative Information

Annex No 2: Technical proposal for implementation of the activities

Annex No 3: Price Offer

Annex No 4: Declaration on absence of circumstances

Annex No 5: Confidentiality declaration

Annex No 6: Declaration for absence of clauses by the bank for mandatory use of ancillary services for which there is no economic necessity of Bulgartransgaz EAD

Annex No 7: Declaration on the value of the overall capital adequacy ratio

Annex No 8: Declaration that no restrictive conditions are imposed on Bulgartransgaz EAD for concluding other credit contracts

Annex No 9: Declaration by which the credit institution agrees to increase the proposed credit amount before signing a particular credit contract upon Bulgartransgaz EAD request Bulgartransgaz EAD shall be entitled to request increase of the amount of the provided credit up to 50% of the maximum loan amount, according to the price offer of the respective participant, before signing a specific credit contract with the respective bank, until raising the required amount of the financing referred to in item 1.1. of the Invitation

Annex No 10: Declaration by which the credit institution agrees that Bulgartransgaz EAD is entitled to unilaterally and once extend the credit period by another 6 months, but within the term of the framework contract, 15 business days before expiry of the repayment period

**Sincerely,**

**Vladimir Malinov**

**Executive Director**

***Annex No 1***

**ADMINISTRATIVE INFORMATION**

for participation in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs**

**1. PARTICIPANT IDENTIFICATION**

This offer is submitted by

*company name*

|  |  |
| --- | --- |
|  |  |
|  |  |
| Having its registered address |  |
| UIC |  |
| ID No. under VAT |  |
| bank account IBAN |  |
| bank code |  |
|  |  |
| and represented by: |  |
| *full name and ID Number* | |
| in the capacity of |  |
| *job position* | |

**2. ADMINISTRATIVE INFORMATION ABOUT THE PARTICIPANT**

|  |  |
| --- | --- |
| 1. Address |  |
| *PB, town, municipality, district, street, block, apt.* | |
| 2. Phone |  |
| 3. Fax |  |
| 4. E-mail: |  |
| 5. Webpage |  |
| 6. Contact person |  |

Date: .............. Signatures and stamp: ....................................

***Annex No 2***

**TECHNICAL PROPOSAL FOR IMPLEMENTATION OF THE ACTIVITIES**

for participation in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs**

……………………………………………………………………………………………………

/name of the participant/

/UIC/

/registered address/

Description and organization of activities implementation:

|  |  |
| --- | --- |
| **Activity** | **Participant's proposal** |
| 1. Providing an internal consultant from the financial institution to ensure fast and timely servicing of the Contracting authority's needs (Yes; No) |  |
| 1. Possibility to express provision of the bank credit (Yes; No) |  |

Note: One of the listed answers indicated next to the specific activity shall be selected in the "Participant's proposal" column.

This offer shall be valid for 60 (sixty) days as of the deadline for offers receipt and will remain binding for us upon conclusion of a bank guarantee contract.

Date................. Signature ……………………………

***Annex No 3***

**PRICE OFFER**

for participation in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs**

……………………………………………………………………………………………………

/Name of the participant/

/UIC and address of registration/

**We propose to implement the procurement in line with the participation documentation under the following PRICE terms and conditions:**

The parameters we offer, shown in percentage (%) refer to all items in the price table and include all costs related to the quality implementation of the procurement as per the requirements of the Contracting authority and are shown in the following price table:

|  |  |  |
| --- | --- | --- |
| Type of service | Expressed in | Proposal |
| 1. Fixed interest rate on the granted loan, including all costs on the provided credit;  30 000 000.00 up to 39 999 999.99 EUR | % |  |
| 2. Fixed interest rate on the granted loan, including all costs on the provided credit from 40 000 000.00 up to 50 000 000.00 EUR | % |  |
| 3. Interest rate on collateral provided in US dollars, with a credit granted of 30 000 000.00 up to 39 999 999.99 EUR | % |  |
| 4. Interest rate on collateral provided in US dollars, with a credit granted of 40 000 000.00 up to 50 000 000.00 EUR | % |  |
| 5. Amount of the deposit (expressed in percentage) that Bulgartransgaz EAD is entitled to withdraw, while maintaining the annual interest rate for the fixed term of the deposit the residual amount | % |  |
| 6. Term within which Bulgartransgaz EAD undertakes to repay the withdrawn amount of the collateral - in business days from the date of withdrawal | number of business days |  |
| 7. Percentage of collateral of Bulgartransgaz EAD, where the maximum amount offered should not exceed 102% of the amount of the loan granted; | % /max. 102/ |  |

This offer shall be valid for 60 (sixty) days as of the deadline for offers receipt and will remain binding for us upon conclusion of a bank guarantee contract.

Date..................... Signature …………………………

***Annex No 4***

**D E C L A R A T I O N**

*on absence of circumstances*

The undersigned

|  |  |
| --- | --- |
|  | |
| *full name* | |
| PIN |  |
| ID card No. |  |
| permanent address |  |
| in my capacity of |  |
| *job position* | |
| **of** | |
| *name of Participant* | |

Participant

in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs**

**I HEREBY DECLARE THAT[[2]](#footnote-2):**

1. I am not deprived of the right to pursue a particular job or activity under the legislation of the state where the offence has been committed.
2. The company I represent:

а) has not been declared bankrupt;

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

c) is not subject to insolvency proceedings.

I am aware that I shall be liable for declaring false data under Art. 313 of the Criminal Code.

……………… Declarant: ………………………

(date of signature) (signature and stamp)

***Annex No 5***

**D E C L A R A T I O N**

*for confidentiality*

The undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in my capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(job position)** of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(participant company)**, with UIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its seat and registered address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I HEREBY DECLARE THAT:**

1. I will not use and disclose to third parties information and facts I have become aware of upon participation in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs.**

2. I will not misuse the trust and lower the good name of Bulgartransgaz EAD.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Declarant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date of signature) (signature)

Annex No 6

**Declaration for absence of clauses by the bank for mandatory use of ancillary services for which there is no economic necessity on behalf of Bulgartransgaz EAD**

The undersigned........... .................................................................................................,

*(full name)*

with ID card No. ........................., issued on ...........................by................... ............................................................ – the city of ................................................................,

address:...................................................................................................................................,

*(permanent address)*

in my capacity of..................................................................................................................

*(specify the job position)*

of......................................................................................................................................,

*(name of the participant)*

for participation in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs**

**I DECLARE THAT:**

If the bank I represent is selected as a Contractor under this procedure when implementing the negotiated activities, I will not lay down clauses and terms and conditions for mandatory use of ancillary services for which there is no economic necessity on behalf of Bulgartransgaz EAD.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Declarant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date of signature) (signature)

Annex No 7

**DECLARATION**

**on the value of the capital adequacy ratio**

**as of 30.06.2019**

The undersigned ............................................................................................................,

*(full Name)*

with ID card No. ........................., issued on ...........................by................... .....................................................................– the city of ........................................................,

address:...................................................................................................................................,

*(permanent address)*

in my capacity of........ ...........................................................................................................

*(specify the job position)*

of......................................................................................................................................,

*(name of the participant)*

**participant in a procedure on selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs.**

**I DECLARE THAT:**

The overall capital adequacy ratio of the bank I represented as of 30.06.2019, has been determined in accordance with the requirements of Ordinance No. 8 of 24.04. 2014 on the capital buffers of banks (Issued by the Bulgarian National Bank, promulgated in State Gazette, No. 40 of 13 May 2014, amended No 63 of 2017)

In support of the above, I enclose a certified copy of the statement of capital adequacy as at 30.06.2019 submitted to the BNB.

I am aware that if declaring false data, I shall bear criminal responsibility under Art. 313 of the Criminal Code.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Declarant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date of signature) (signature)

***Annex No 8***

**D E C L A R A T I O N**

**on restrictive conditions on Bulgartransgaz EAD for concluding other credit contracts**

The undersigned

|  |  |
| --- | --- |
|  | |
| *full name* | |
| PIN |  |
| ID card No. |  |
| permanent address |  |
| in my capacity of |  |
| *job position* | |
| **of** | |
| *name of participant* | |

Participant

in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs**

**I H E R E B Y D E C L A R E that:**

the credit institution I represent, does not impose any restrictive conditions on Bulgartransgaz EAD for concluding other credit contracts.

I am aware that I shall be liable for declaring false data under Art. 313 of the Criminal Code.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Declarant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date of signature) (signature)

***Annex No 9***

**D E C L A R A T I O N**

**on**

**agreement** **to increase the proposed credit amount before signing a particular credit contract upon Bulgartransgaz EAD request**

The undersigned

|  |  |
| --- | --- |
|  | |
| *full name* | |
| PIN |  |
| ID card No. |  |
| permanent address |  |
| in my capacity of |  |
| *job position* | |
| **of** | |
| *name of participant* | |

Participant

in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs**

**I H E R E B Y D E C L A R E that:**

The credit institution I represent, provides agreement on increase of the proposed credit amount before signing of a particular credit contract, by up to 50% of the granted maximum loan amount, according to the price offer submitted, upon request of Bulgartransgaz EAD.

I am aware that I shall be liable for declaring false data under Art. 313 of the Criminal Code.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Declarant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date of signature) (signature)

***Annex No 10***

**D E C L A R A T I O N**

**on**

**consent for unilateral, one-off extension of the credit period by 6 new months, 15 business days before expiry of the repayment period**

The undersigned

|  |  |
| --- | --- |
|  | |
| *full name* | |
| PIN |  |
| ID card No. |  |
| permanent address |  |
| in my capacity of |  |
| *job position* | |
| **of** | |
| *name of participant* | |

Participant

in **a procedure for selection of contractors of financial service “Financing”, e.g. bank financing in the form of a collateralised loan to finance Bulgartransgaz EAD investment costs**

**I H E R E B Y D E C L A R E that:**

The credit institution I represent, provides its agreement for Bulgartransgaz EAD to be entitled to unilaterally and one-off extend the credit period by another 6 months, but within the term of the framework contract, 15 business days before expiry of the repayment period.

I am aware that I shall be liable for declaring false data under Art. 313 of the Criminal Code.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Declarant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date of signature) (signature)

1. Concerning participants in the procedure which are banks domiciled in the Republic of Bulgaria or banks domiciled abroad which take part through their branch in the country [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)