

Tender document for flexible Winter-21 capacity

“Winter-21 FLEX”

Date: 31st of May 2021

1. Tender Scope

The object of this tender is the offer by FluxSwiss of a group of six monthly products in the period between October 2021 and March 2022, structured as capacity reservation with an optional later confirmation of the service.

The total aggregated firm capacity made available via this tender is:

- 500 MWh/h from Delivery Point Wallbach to Redelivery Point Gries Pass

An initial reservation fee, to be defined by Shipper through his bid and subject to the award by FluxSwiss, will allow Shipper to reserve each of the monthly product until June 30th 2021. By that date, Shipper can decide (individually for each monthly product) to exercise / not exercise the product, or to extend the reservation for an additional month upon payment of a fee of 0,01 €/MWh. At each extended deadline the same possibility to exercise / not exercise the monthly product or extend the reservation for an additional month will occur, up until the start of the product.

Additionally, Shipper can decide to convert up to two of the reserved months into a reservation for the months of April and / or May 2022, upon payment of a fee of 0,01 €/MWh. This new reservation can then be immediately exercised or extended as for the other products.

2. Tender Specifications

Requests for Clarification	All questions regarding this tender can be sent in writing, by email to commercial@fluxswiss.com or can be addressed directly to your FluxSwiss representative.
Bid submission	<p>Each bid shall be signed and submitted by e-mail to commercial@fluxswiss.com using the bid form in Attachment 1. The fields to be completed by bidders are:</p> <ul style="list-style-type: none"> - Shipper - Reserved Capacity - Bid Tariff - Signature field (Place and date, plus name, title and signature of a person authorized to bind Shipper to the bid) <p>Multiple submissions per Shipper are allowed up to a maximum of 10 bids and up to a maximum aggregated capacity of 500 MWh/h. All received submissions are considered binding from the Shipper side.</p>
Reserved Capacity	Each bid must be for a volume between 50 MWh/h and 500 MWh/h.
Bid Tariff	Bid Tariff shall be expressed in €/MWh and with two decimals after the comma. Bids lower than 0,01 €/MWh will be rejected.
Deadline	Each bid must be received by 12:00 hrs (CEST Time) June 11th 2021 in order to be valid. The Shipper will receive a confirmation receipt of its submission by e-mail. FluxSwiss reserves the right to reject bids received after the set deadline.
Award Date	Shippers will be informed of the result by e-mail, by FluxSwiss by 16:00 hrs (CEST Time) on June 11th 2021 .
Award	<p>Bids will be sorted by Bid Tariff in decreasing order.</p> <p>The highest bid will be awarded the tender.</p> <p>In case the winning bid is for a capacity lower than the total capacity made available for the relevant route, the remainder of the capacity will be awarded to the next highest bid.</p> <p>In case two or more bids reach the same position in the ranking, any capacity awarded to such position will be split pro-rata based on their requested capacity.</p> <p>Shippers acknowledge and accept that they might be awarded only part of the requested capacity.</p> <p>This tender ceases to be valid upon award, and capacity that is not awarded or that eventually will not be exercised by a Shipper, will not be reassigned on the basis of this tender.</p> <p>Any recourse against the award decision of FluxSwiss is excluded.</p>
Award Publication	FluxSwiss retains the right – and by participating to the tender you accept and agree on that – to publish general information non attributable to an individual Shipper regarding the outcome of the tender.
Terms & Conditions	Bids submitted by participants will have to comply with the form outlined in Attachment 1 and be executed and delivered by the bidder in accordance with Section 2.2. CRTSA. Upon Award the bid will be executed by FluxSwiss and shall be considered as a Transit Services Confirmation Form (TSC) under the CRTSA, and all CRTSA Terms & Conditions (incl. the Specific Conditions of the TSC) will apply accordingly.

Applicable law and Arbitration	This tender shall be governed by and construed in accordance with the laws of Switzerland. Any dispute, controversy, or claim arising out of, or in relation to, this tender, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with Article 16.2 of the GC CRTSA.
Costs	All costs incurred by each Shipper in the preparation, submission and presentation of their bids will be borne by such Shipper.

Attachment 1: Bid Form

Transit Services Confirmation (TSC)

Shipper	
Carrier	FluxSwiss Sagl
TSC Effective Date	11/06/2021
Start Date	01/10/2021
End Date	31/03/2022 (extended up to 31/05/2022 in case of reshuffling)
Delivery Point	Wallbach (IP WB)
Redelivery Point	Gries Pass (IP GP)
Committed Capacity	As defined in the Specific Conditions
Reserved Capacity in MWh/h	
Capacity Type	Firm
Within-day Renomination Allowed	Yes
Reference Contract Code	(filled out by FluxSwiss)
Fixed Tariff in €/MWh	As defined in the Specific Conditions
Fixed Fee in €	As defined in the Specific Conditions
Bid Tariff in €/MWh	

Specific conditions applicable to this Transit Services Confirmation

The Bid Fee is due on the TSC Effective Date and allows Shipper to reserve the transportation service for the following monthly products:

- Oct-21 (Start date 1 October 2021, End Date 31 October 2021)
- Nov-21 (Start date 1 November 2021, End Date 30 November 2021)
- Dec-21 (Start date 1 December 2021, End Date 31 December 2021)
- Jan-22 (Start date 1 January 2022, End Date 31 January 2022)
- Feb-22 (Start date 1 February 2022, End Date 28 February 2022)
- Mar-22 (Start date 1 March 2021, End Date 31 March 2022)

The Bid Fee will be calculated according to the following formula:

$$\text{Bid Fee} = \text{Bid Tariff} * \text{Reserved Capacity} * 182 \text{ DAYS} * 24 \text{ hours.}$$

The Bid Fee will be invoiced within two business days from the effective date and is payable within five business days from invoice.

Up until JUNE 30th (the first "Exercise Date"), and where applicable up until any subsequent Exercise Date, Shipper has the right to:

- a) Book part or all of the Reserved Capacity for any or all of the chosen monthly products upon the payment of a Fixed Tariff of **0,50 €/MWh**. Such booked capacity will then be treated as Committed Capacity ("CC") for the specific month.

The Fixed Fee will be calculated for each booked monthly product according to the following formula:

$$\text{Fixed Fee} = \text{Fixed Tariff} * \text{Committed Capacity} * \text{hours in the respective booked monthly product}$$

The Fixed Fee will be invoiced within two business days from the booking request and is payable within five business days from invoice.

- b) Extend the Exercise Date for the specific month(s) by one month, upon payment of an Extension Tariff of **0,01 €/MWh**. The new Exercise Date will fall on the last business day of said month.

The Extension Fee will be calculated for each extended month according to following formula:

$$\text{Extension Fee} = \text{Extension Tariff} * \text{Reserved Capacity} * \text{hours in the respective reserved monthly product}$$

The Extension Fee will be invoiced within two business days from the extension request and is payable within five business days from invoice.

- c) Renounce any reserved month(s).
- d) Reshuffle up to two monthly products of the Reserved Capacity beyond March 2021, upon payment of a Reshuffling Tariff of **0,01 €/MWh**. The new monthly product(s) will be Apr-22 (Start Date 1 April 2022, End Date 30 April 2022) and/or May-22 (Start Date 1 May 2022, End Date 31 May 2022). The Exercise Date of the reshuffled product will remain the same and can be extended according to point b) above. The reshuffled capacity in any month cannot exceed the Reserved Capacity.

The Reshuffling Fee will be calculated for each Reshuffled month according to following formula:

$$\text{Reshuffling Fee} = \text{Reshuffling Tariff} * \text{reshuffled capacity} * \text{hours in the respective new monthly product}$$

The Reshuffling Fee will be invoiced within two business days from the reshuffling request and is payable within five business days from invoice.

In order to exercise its right, Shipper shall inform Carrier by sending an email from an Empowered e-mail address not later than 16:00 CET/CEST of the Exercise Date to commercial@fluxswiss.com and operations@fluxswiss.com, expressing its intent and specifying the product(s) it applies to.

For and on behalf of Carrier

Place, Date:

Name:

Function:

Name:

Function:

For and on behalf of Shipper

Place, Date:

Name:

Function:

Name:

Function: