

2021 Summer Capacity Reservation Fee Tender Document

"SCRF 2021"

Date: 26th of February 2021

1. Tender Scope

Invitation to tender for the Summer Capacity 2021 as described in this tender Document SCRF 2021.

FluxSwiss (the Carrier) invites Shippers to participate to the Summer Capacity 2021 tender here presented. The total aggregated firm capacity made available on each route for this purpose is as follows:

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

The Shippers are invited to submit their best bid(s) with the possibility to define different parameters to reflect their own value attached to each bid. Shippers will be allowed to submit multiple bids up to the maximum total aggregated firm capacity indicated above.

For the benefit of flexibility, this tender introduces the right to cascade the Summer product into underlying products as described in the tender details. The Shippers can use this right on the Exercise Date if they need additional flexibility.

This tender is open to all customers that have a signed Capacity Reservation and Transit Service Agreement (CRTSA) 5.0 or later with FluxSwiss. Capitalized terms not defined in this document are to be considered as per their definitions under the CRTSA (incl. its attachments). The CRTSA will apply to the awarded bids as per Tender specifications in Section 2 below.

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.

Shippers are invited to read the entire tender document SCRF 2021 as it contains further information and important instruction for the submission of bids.

2. Tender Specifications

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.
Costs	All costs incurred by each Shipper in the preparation, submission and presentation of their bids will be borne by such Shipper.
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.
Acceptance	Each bid shall be submitted by e-mail to commercial@fluxswiss.com using the bid form in Attachment 1. Multiple submissions per Shipper are allowed also for the same route. All received submissions are considered binding from the Shipper side.
Deadline	Each bid must be received by 16:00 hrs (CEST Time) on March 5th 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	<p>Each bid received will be scored according to the Evaluation Formula. The bid with the highest score is 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 scoring bid.</p> <p>In case two or more bids have the same score, they will be ranked equally and any capacity awarded 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>FluxSwiss reserves the right to reject altogether bids with a score lower than 50 and/or with Reservation Tariff (A) lower than 0.1 EUR/MWh.</p> <p>This tender ceases to be valid upon award, and capacity that is not awarded or that will at a later stage not be exercised (in full or following a cascading) 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>
Committed Capacity	Each bid must be for a volume between 100 MWh/h and 500 MWh/h.
Waive Days	Maximum 40. Election of each waive day to occur in accordance with the Specific Conditions of the TSC.
Exercise Date	<p>Shipper must commit to an Exercise Date on which he has the right to confirm by 18:00 hrs (CEST Time) of that day his booking of all or part of the Committed Capacity for the period.</p> <p>The Exercise Date must be 1 to 10 calendar days prior to the Start Date.</p>

Evaluation Formula	<p>Bids will be scored according to the following formula:</p> $Score = 100 \times \left[\left(\frac{A}{4 \times (A + B)} \right) + 0.75 \right] \times \left(A + \frac{\sqrt{C}}{3.17} \times B \right) \times \left(1 - \frac{D}{183} \right)$ <p>Where:</p> <ul style="list-style-type: none"> • A is the Reservation Tariff, in EUR/MWh • B is the Exercise Tariff, in EUR /MWh • C is the Exercised Date, expressed as the number of calendar days between Exercise Date and the Start Date • D is the number of Waive Days requested
Award Date	<p>Shippers will be informed of the result by e-mail, by FluxSwiss by 16:00 hrs (CEST Time) on March 8th 2021.</p>
Award Publication	<p>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.</p>
Applicable law and Arbitration	<p>This tender shall be governed by and construed in accordance with the laws of Switzerland.</p> <p>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.</p>

Attachment 1: Bid Form

Transit Services Confirmation (TSC)

Shipper	
Carrier	FluxSwiss Sagl
TSC Effective Date	08/03/2021
Start Date	01/04/2021
End Date	30/09/2021
Delivery Point <i>[choose one]</i>	<input type="radio"/> Gries Pass (IP GP) <input type="radio"/> Oltingue (IP OL) <input type="radio"/> Wallbach (IP WB)
Redelivery Point <i>[choose one]</i>	<input type="radio"/> Gries Pass (IP GP) <input type="radio"/> Oltingue (IP OL) <input type="radio"/> Wallbach (IP WB)
Committed Capacity in MWh/h ("CC")	
Capacity Type	Firm
Within-day Renomination Allowed	Yes
Reference Contract Code	(filled out by FluxSwiss)
Fixed Tariff in EUR/MWh	Not applicable
Exchange Rate ("ER")	As described in the Special Conditions of this TSC
Fixed Fee in EUR/MWh	Not applicable
A) Reservation Tariff in EUR/MWh	
B) Exercise Tariff in EUR/MWh	
C) Exercise Date (DD/MM/YYYY)	
D) Waive Days	

Specific conditions applicable to this Transit Services Confirmation

- The Committed Capacity is reserved for the Shipper until the Exercise Date. By 10/03/2021 a Reservation Fee will be invoiced in CHF as follows:

$[\text{Reservation Tariff}] \text{ EUR/MWh} * 4392 \text{ h} * [\text{Committed Capacity}] \text{ MWh/h} * [\text{Exchange Rate}] \text{ CHF/EUR} = [\text{Reservation Fee}] \text{ CHF}$.

The Exchange Rate will be the published exchange rate of 08/03/2021 on www.snb.ch. The Reservation Fee is payable within 5 Business Days from invoice. The entire Reservation Fee remains due also in case of total or partial renunciation (e.g. cascading, waive days).

- Upon the original Exercise Date and subsequent exercise dates, Shipper can

- 1) Exercise or
- 2) Cascade

part or all of the Committed Capacity by sending an email to commercial@fluxswiss.com, operations@fluxswiss.com and dispatching@fluxswiss.com by 18:00 hrs (CEST Time). For avoidance of doubt, no notification within the deadline shall result in a renunciation of the relevant capacity.

Exercising and cascading shall be subject to the following conditions:

1. Exercise capacity: the Exercise Fee is calculated as follows $[\text{Exercise Tariff}] \text{ EUR/MWh} * [\text{hours in the exercised period}] * [\text{Exercised Capacity}] \text{ MWh/h} * [\text{Exchange Rate}] \text{ CHF/EUR} = [\text{Result}] \text{ CHF}$ and is invoiced and payable according to Article 14 of the GC CRTSA, where the reference to the Fixed Fee shall be replaced by the Exercise Fee. The Exchange Rate will be the published exchange rate on the Exercise Date on www.snb.ch.
2. Cascade capacity: Shipper has the right but not the obligation to split (Cascade) the awarded Committed Capacity in the following sequential underlying products: Quarters, Months, Days and Within-Days. Cascading can be done for all or partial capacity and affects the entire period being split. An additional reservation fee shall be paid upon each cascading for the relevant Cascaded Capacity as follows:
 - Summer to Quarters
 $\text{Additional reservation fee in CHF} = 0.05 \text{ EUR/MWh} * [\text{Cascaded Capacity from Summer to Quarters in MWh/h}] * [\text{hours in Summer}] * [\text{Exchange Rate}] \text{ CHF/EUR}$
 - Quarter to Months
 $\text{Additional reservation fee in CHF} = 0.05 \text{ EUR/MWh} * [\text{Cascaded Capacity from Quarter to Months in MWh/h}] * [\text{hours in Quarter}] * [\text{Exchange Rate}] \text{ CHF/EUR}$
 - Month to Days
 $\text{Additional reservation fee in CHF} = 0.10 \text{ EUR/MWh} * [\text{Cascaded Capacity from Month to Days in MWh/h}] * [\text{hours in Month}] * [\text{Exchange Rate}] \text{ CHF/EUR}$
 - Day to Within-Day
 $\text{Additional reservation fee in CHF} = 0.20 \text{ EUR/MWh} * [\text{Cascaded Capacity from Day to Within-Day in MWh/h}] * [\text{hours in Day}] * [\text{Exchange Rate}] \text{ CHF/EUR}$

Each underlying product will be subject to a new exercise date:

- The new exercise date for the Quarter and Monthly products will be 18:00 hrs (CEST Time) of the same day of the month as the original Exercise Date, in the month prior to the start date of the underlying product. (for example: original Exercise Date: 21/03/2021; cascade into Quarter Q2 : exercise date 21/03/2021; cascade into Quarter Q3 : exercise date 21/06/2021).

- The new exercise date for the Daily products will be 18:00 D-1 where D is the Gas Day affected by the relevant underlying products.
- The new exercise date for the Within-Day products will be 3 full hours before the first hour with Within-Day nomination.

From an operational standpoint capacities cascaded from Daily into Within-Day will be created on the nomination portal by default. In case Shipper nominates the capacity without having previously exercised it, the shipper will be charged a penalty equal to 2 CHF/MWh to be applied to the nominated energy for the relevant Gas Day.

- The number of Waive Days indicated in this TSC, are the maximum number of days the Shipper can waive on a D-1 basis. In order to waive the transportation for a day, Shipper has to inform FluxSwiss by 18:00 hrs (CEST Time) of the previous day in writing by sending an email to commercial@fluxswiss.com, operations@fluxswiss.com and dispatching@fluxswiss.com. For the days where shipper waives the right to transport, the Exercise Tariff will not apply. In case the shipper nominates the capacity after having waived it, the shipper will incur a penalty equal to 2 CHF/MWh to be applied to the nominated energy for the relevant Gas Day. For the sake of clarity, the Day will still be counted as waived.

For and on behalf of Carrier

Place, Date:

Name:
Function:

Name:
Function:

For and on behalf of Shipper

Place, Date:

Name:
Function:

Name:
Function: