

## **TERMS OF TENDER**

Relating to the tender procedure for  
L-gas storage capacities  
Storage Zone Nüttermoor L/Huntorf L

- L-Gas Storage Year 2020 -

19 July 2019

## 1. General information

EWE GASSPEICHER GmbH („EWE“) is carrying out a call for tenders for L-gas storage capacities in the storage zone Nüttermoor L /Huntorf L . The bidding process in the tender procedure starts on **7 August 2019, 10:00 h (LET)** and ends **7 August 2019, 14:00 h (LET)**.

The present Terms of Tender stipulate the applicable terms and conditions and the tender procedure.

Alterations of the bidding process at short notice are reserved.

## 2. Capacities offered for tender

### a) Offered capacities

EWE offers L-gas storage capacities for tender in the form of packages. In total 500 GWh *Working Gas Capacity*, 200 MWh/h firm *Injection Capacity* and 350 MWh/h firm *Withdrawal Capacity* are available. In addition EWE provides injection and withdrawal capacity on an interruptible basis.

There are maximum five packages of the following storage product available:

Gas Quality	<i>Working Gas Capacity</i>	<i>Injection Capacity</i>		<i>Withdrawal Capacity</i>		Maximum Gas Cycle
	MWh/ package	MWh/h/ package firm	MWh/h/ package interruptible	MWh/h/ package firm	MWh/h/ package interruptible	
L-Gas	100,000	40	100	70	70	no limitation

### b) Service Period

The *Service Period* is the period of time from the *Gas Day* 1 April 2020 to the end of the *Gas Day* 31 March 2021.

### c) Storage Level at the beginning and at the end of the Service Period

The *Storage Level* at the beginning and at the end of the *Service Period* is 0 MWh.

### d) Delivery Point and transport

*Delivery Point* is the entry/ exit point “Zone UGS EWE L-Gas (21W000000000176)” between the storage zone Nüttermoor L/ Huntorf L and the transport network of Gastransport Nord GmbH, at which EWE provides the *Storage Service* to the *Storage Customer*. Transport capacities are not part of the *Storage Service* and have to be booked with the transmission system operator at the *Storage Customer’s* own cost.

### 3. Admission

In order to participate in the tender procedure, each participant must demonstrate credit rating criteria to EWE. To this effect, the participant shall send at least one of the following documents in electronic form to [speicher@ewe.de](mailto:speicher@ewe.de) not later than at the time of submitting his bid:

- Rating documents,
- Current balance sheets/ annual accounts and if applicable proof of an existing profit and loss transfer agreement.

If EWE is not provided with sufficient information to verify the participant's credit rating, EWE reserves the right to reject the bid.

### 4. Procedure, bid submission and allocation of storage capacities

#### a) Bid submission

Participants may submit their bids until 7 August, 14:00 h (*LET*), via e-mail to [speicher@ewe.de](mailto:speicher@ewe.de) or via fax to +49 441 35 010 209. For submission of bids, the bidding form (see [www.ewe-gasspeicher.de/tender/LGAS](http://www.ewe-gasspeicher.de/tender/LGAS)) shall be used.

The following must be taken into consideration when submitting a bid:

- EWE prescribes no minimum price per storage package
- The participant's bid must contain the following:
  - the amount of packages
  - the minimum amount of packages
  - the *Storage Fee* in EUR per package for the *Service Period*
- bids may be submitted for integer numbers of packages only
- participants may submit any number of bids
- if a participant submits more than one bid, they will be considered separately
- all bids submitted are binding upon the participant, shall remain in effect until **7 August 2019, 15:00 h (LET)** and may not be revoked beforehand

The participant is responsible for the accuracy and completeness of the data he provides; the bid shall contain all information requested. The incompleteness of information or the submission of a bid that is not conform with the present Terms of Tender will lead to its rejection.

#### b) Allocation criteria

Storage capacities will be allocated to participants only if, in EWE's opinion, the bid submitted is in reasonable economic relation to the *Storage Service*. In order to assess the reasonable economic relation, the price, the credit rating of the participant and the optimal storage utilisation shall be examined.

If a participant submits more than one bid, EWE is not obliged to allocate all bids to the participant.

#### c) Notification of the participants

After the end of the tender procedure, EWE will inform the participants **by 7 August 2019, 15:00 h (LET)** in text form (Sect. 126 b BGB) of the amount of storage capacities allocated or not allocated to them.

#### d) Allocation and conclusion of contract

By notifying the participant of the allocation of storage capacities a storage contract is concluded between EWE and the participant, as annexed hereto. The bid submitted by the participant shall become an integral part of the storage contract.

#### e) Signing the storage contract

EWE shall send the storage contract to the participant to whom storage capacities were allocated in the tender procedure, within two weeks from the end of the tender procedure for signing. The participant shall sign the storage contract sent to him and return it within two weeks. The signature under the storage contract merely has declaratory effect.

#### f) Storage Service bundling

In the case that more than one bid is allocated to the *Storage Customer*, the bids are bundled in terms of capacity and invoicing. Thus, the respective *Working Gas Capacity*, the *Withdrawal Capacity* and *Injection Capacity* and the *Storage Fee* of the allocated capacities are added together.

If the *Storage Customer* does not wish his storage capacities of different bids to be bundled he shall inform EWE thereof by **9 August 2019**. In this case, each bid allocated will be treated as a single/ separate storage contract (relating to nomination management, *Storage Level*, invoicing etc.).

#### g) Reporting of Storage Level according to the REMIT regulations

According to the regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (REMIT)" of 8 December 2011 and to the "Commission Implementing Regulation (EU) No 1348/2014" of 17 December 2014 the *Storage Customer* is obliged to report his *Storage Level* at the end of each *Gas Day* to the Agency for the Cooperation of the Energy Regulators. EWE offers to carry out this reporting on behalf of the *Storage Customer* in line with the REMIT provisions. The fee for this service is 1,000 EUR per *Storage Period*. If the *Storage Customer* wants to use this service he shall inform EWE thereof by **9 August 2019**. In this case, the REMIT-reporting service will be included in the storage contract.

## 5. Definitions / integral parts

#### a) Definitions

The present Terms of Tender are subject to the definitions of the storage contract (Annex).

## b) Annex

The documents designated hereinbelow are an integral part of the present Terms of Tender:

- storage contract as of July 2019

## **6. Confidentiality**

EWE and the participant shall keep all and any information received in the tender procedure confidential and shall not disclose it to any third party, unless necessary in order to duly and properly carry out the procedure, or if the other *Party* has granted its prior written approval to pass on the information. This obligation shall not apply to the shareholders, partners, boards, and any associated companies of EWE or of the participant (Sect. 15 AktG – German Stock Corporation Act). Furthermore, the obligation to maintain confidentiality shall not apply to information that becomes publicly known without the fault of the party bound to secrecy, or to information that is subject to mandatory disclosure due to statutory obligations, or a judicial or official order.

If and to the extent that information is passed on to third parties, such disclosure of information shall be limited to the necessary extent, and these third parties shall be committed to maintain confidentiality of the information received. In judicial and official proceedings, information may only be disclosed to the extent determined in the order and under the condition that such information is marked as confidential.

The obligation to maintain confidentiality shall continue to be effective for a period of three years from the end of the tender procedure and regardless of whether the participant appears as a bidder in the procedure.

## **7. Additional legal notes**

EWE has exercised the highest degree of care in preparing and drawing up the present Terms of Tender. Nevertheless, EWE, its bodies, advisors, or any other persons, do not guarantee or warrant, expressly or tacitly, the accuracy and completeness of the contents of the present Terms of Tender.

Any collaboration between companies, their shareholders, or associated companies, either directly or indirectly, with the aim of influencing the outcome of the tender procedure, is prohibited. Any corresponding collaboration of different companies prior to the tender procedure may entail exclusion from the tender procedure. EWE is entitled to take any measures required to prevent such behaviour on the part of the participants.

The present Terms of Tender are governed by the laws of the Federal Republic of Germany. The place of jurisdiction is Oldenburg (Oldb.).

In the event that one of the provisions of the Terms of Tender is or becomes invalid or impracticable, the validity of the remaining provisions shall not be affected. Participants and

EWE shall rather replace the invalid or impracticable provision by such a valid or practicable provision that comes as close as possible in terms of its economic effect.

## **8. Inquiries and contact**

If you have any questions regarding the Terms of Tender, the tender procedure, or our *Storage Service*, please contact us:

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