



ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

10 Μαΐου 2024

ΤΕΥΧΟΣ ΔΕΥΤΕΡΟ

Αρ. Φύλλου 2721

ΑΠΟΦΑΣΕΙΣ

Αριθμ. Ε-94/2024

Έγκριση της Πρότασης Έργου Επαύξησης Δυναμικότητας στο Σημείο Διασύνδεσης Kulata-Σιδηρόκαστρο σύμφωνα με τις διατάξεις του Κανονισμού (ΕΕ) 2017/459.

Ο ΚΛΑΔΟΣ ΕΝΕΡΓΕΙΑΣ ΤΗΣ ΡΥΘΜΙΣΤΙΚΗΣ
ΑΡΧΗΣ ΑΠΟΒΛΗΤΩΝ, ΕΝΕΡΓΕΙΑΣ ΚΑΙ ΥΔΑΤΩΝ

Λαμβάνοντας υπόψη:

1. Τον Κανονισμό (ΕΕ) 2017/459 της Επιτροπής της 16ης Μαρτίου 2017 για τη θέσπιση κώδικα δικτύου σχετικά με μηχανισμούς κατανομής δυναμικότητας στα συστήματα μεταφοράς αερίου και για την κατάργηση του Κανονισμού (ΕΕ) αριθ. 984/2013 (ΕΕ L 72/17.03.2017) (εφεξής «Κανονισμός (ΕΕ) 2017/459»), και ιδίως το Κεφάλαιο V αυτού.

2. Τον Κανονισμό (ΕΚ) αριθ. 715/2009 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 13ης Ιουλίου 2009 σχετικά με τους όρους πρόσβασης στα δίκτυα.

3. Την Οδηγία 2009/73/ΕΚ του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 13ης Ιουλίου 2009 σχετικά με τους κοινούς κανόνες για την εσωτερική αγορά φυσικού αερίου και την κατάργηση της οδηγίας 2003/55/ΕΚ.

4. Τον ν. 4001/2011 «Για τη λειτουργία Ενεργειακών Αγορών Ηλεκτρισμού και Φυσικού Αερίου, για Έρευνα, Παραγωγή και δίκτυα μεταφοράς Υδρογονανθράκων και άλλες ρυθμίσεις» (Α' 179).

5. Τον ν. 5037/2023 «Μετονομασία της Ρυθμιστικής Αρχής Ενέργειας σε Ρυθμιστική Αρχή Αποβλήτων, Ενέργειας και Υδάτων και διεύρυνση του αντικειμένου της με αρμοδιότητες επί των υπηρεσιών ύδατος και της διαχείρισης αστικών αποβλήτων, ενίσχυση της υδατικής πολιτικής - Εκσυγχρονισμός της νομοθεσίας για τη χρήση και παραγωγή ηλεκτρικής ενέργειας από ανανεώσιμες πηγές μέσω της ενσωμάτωσης των Οδηγιών ΕΕ 2018/2001 και 2019/944 - Ειδικότερες διατάξεις για τις ανανεώσιμες πηγές ενέργειας και την προστασία του περιβάλλοντος» (Α' 78), και ιδίως τα άρθρα 1-23.

6. Την υπό στοιχεία Δ1/Α/5346/22.03.2010 απόφαση του Υφυπουργού Περιβάλλοντος Ενέργειας και Κλιμα-

τικής Αλλαγής «Κώδικας Διαχείρισης του Εθνικού Συστήματος Φυσικού Αερίου» (Β' 379) (εφεξής ο «Κώδικας Διαχείρισης ΕΣΦΑ»), όπως τροποποιήθηκε με τις υπ' αρ. 1096/2011 (Β' 2227), 526/2013 (Β' 3131), 239/2017 (Β' 1549 και Β' 2159), 123/2018 (Β' 788), 1005/2019 (Β' 4088), υπ' αρ. 727/2020 (Β' 1684), 1035/2020 (Β' 2840), 1400/2020 (Β' 4585), 1433/2020 (Β' 4799 και Β' 5078), 735/2021 (Β' 4687), 1060/2021 (Β' 37), 586/2022 (Β' 3823), 590/2022 (Β' 4270), 645/2022 (Β' 4269), 748/2022 (Β' 5176), 771/2022 (Β' 5576), 822/2022 (Β' 69/2023) και Ε- 142/2023 (Β' 5773) αποφάσεις της ΡΑΑΕΥ.

7. Την υπ' αρ. 666/04.08.2022 (Β' 4545) απόφαση της ΡΑΕ με την οποία εγκρίθηκε το Πρόγραμμα Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου (ΕΣΦΑ) για την περίοδο 2022-2031, όπως τροποποιήθηκε με την υπ' αρ. 681/25.08.2022 (Β' 5047) απόφαση.

8. Την υπό στοιχεία Ε-68/2023 απόφαση του Κλάδου Ενέργειας της ΡΑΑΕΥ «Έγκριση του Προγράμματος Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου για την περίοδο 2023- 2032» (Β' 5595).

9. Την υπό στοιχεία Ε-59/2023 απόφαση του Κλάδου Ενέργειας της ΡΑΑΕΥ «Τροποποίηση του Κανονισμού για τη Μεθοδολογία του Απαιτούμενου Εσόδου και των Τιμολογίων των δραστηριοτήτων του Διαχειριστή του Εθνικού Συστήματος Φυσικού Αερίου (ΕΣΦΑ) - Έκτα Αναθεώρηση» (Β' 4192).

10. Την υπό στοιχεία Ε-69/2023 απόφαση της Αρχής «Έγκριση του Επιτρεπόμενου Εσόδου για τη Ρυθμιστική Περίοδο 2024-2027 και του Απαιτούμενου Εσόδου για το έτος 2024 για την Υπηρεσία Μεταφοράς και τη Βασική Υπηρεσία Εγκατάστασης ΥΦΑ, καθώς και Αναπροσαρμογή του Τιμολογίου Χρήσης του Εθνικού Συστήματος Φυσικού Αερίου για το έτος 2024» (Β' 7096).

11. Την από 29.3.2023 Πρόσκληση Ενδιαφέροντος Μη Δεσμευτικών Αιτημάτων για την κατανομή μελλοντικής αδιάλειπτης δυναμικότητας στο ΕΣΦΑ, συμπεριλαμβανομένης της εγκατάστασης ΥΦΑ στη Ρεβυθούσα και τις διασυνδέσεις του ΕΣΦΑ με άλλα συστήματα της ΔΕΣΦΑ Α.Ε.¹

¹ <https://www.desfa.gr/regulated-services/transmission/market-test/expansion-greek-system>

12. Την Έκθεση Εκτίμησης Ζήτησης (Demand Assessment Report for the Call of Interest for future capacity at the NNGS - November 2023) που δημοσίευσε στην ιστοσελίδα του ο Διαχειριστής του ΕΣΦΑ στις 20 Δεκεμβρίου 2023² με τα αποτελέσματα από το μη δεσμευτικό στάδιο της Δοκιμής Αγοράς που εκπόνησε από τις 29 Μαρτίου 2023 έως τις 1 Ιουνίου 2023.

13. Τις από 3.7.2023 ανακοινώσεις ΔΕΣΦΑ Α.Ε. και Bulgartransgaz EAD σχετικά με την εκκίνηση της Διαδικασίας Επαύξησης Δυναμικότητας σύμφωνα με το κεφάλαιο V του Κανονισμού (ΕΕ) 2017/459.

14. Την κοινή έκθεση εκτίμησης ζήτησης (EEZ) Επαυξημένης δυναμικότητας για το διασυνδεδεμένο σύστημα μεταφοράς φυσικού αερίου μεταξύ Ελλάδας και Βουλγαρίας, Kulata-Sidirokastro, η οποία συντάχθηκε από κοινού από τους Διαχειριστές ΔΕΣΦΑ Α.Ε. και Bulgartransgaz EAD και αναρτήθηκε στις ιστοσελίδες τους στις 23 Οκτωβρίου 2023³ κατά τα οριζόμενα στο άρθρο 26 του Κανονισμού (ΕΕ) 2017/459.

15. Τις παρουσιάσεις που έλαβαν χώρα στην από 14 Δεκεμβρίου 2023 ημερίδα της ΔΕΣΦΑ Α.Ε. με θέμα «Shippers Day 2023».

16. Τις παρουσιάσεις που έλαβαν χώρα στη διαδικτυακή ημερίδα της ΔΕΣΦΑ Α.Ε. για την επικείμενη δεσμευτική φάση της Δοκιμής Αγοράς και της Διαδικασίας Επαύξησης Δυναμικότητας σύμφωνα με τις διατάξεις του Κανονισμού (ΕΕ) 2017/459 στις 2 Απριλίου 2024.

17. Το από 3.4.2024 έγγραφο της ΔΕΣΦΑ Α.Ε. προς τη Ρυθμιστική Αρχή Αποβλήτων, Ενέργειας και Υδάτων με το οποίο υποβλήθηκαν στη ΡΑΑΕΥ οι προτάσεις έργου για την επαύξηση δυναμικότητας στα Σημεία Διασύνδεσης Σιδηρόκαστρο και Κομοτηνή (αριθμ. πρωτ. ΡΑΑΕΥ Ι-370806/03.04.2024).

18. Το υπό στοιχεία Ε-15-45-10/16.04.2024 έγγραφο της Ρυθμιστικής Αρχής Ενέργειας και Υδάτων της Βουλγαρίας, EWRC, με θέμα: «Incremental Capacity Project Proposal for the Interconnection Point between the Gas Transmission System of the Republic of Bulgaria and the Gas Transmission System of the Republic of Greece - «Kulata/Sidirokastro» (ΡΑΑΕΥ Ι- 371714/16.04.2024).

19. Το υπό στοιχεία Ο-109683/19.04.2024 έγγραφο της Ρυθμιστικής Αρχής Αποβλήτων, Ενέργειας και Υδάτων προς τη Ρυθμιστική Αρχή της Βουλγαρίας με θέμα: «Opinion of RAEWW on the Project Proposal of DESFA and BULGARTRANS-GAZ for the Incremental Capacity Process 2023 for the Kulata/Sidirokastro IP».

² <https://www.desfa.gr/userfiles/5fd9503d-e7c5-4ed8-9993-a84700d05071/%ce%9c%ce%a4%20DAR-%20vf.pdf>

³ ΔΕΣΦΑ: <https://www.desfa.gr/userfiles/5fd9503d-e7c5-4ed8-9993-a84700d05071/DESFA-BTG%20DAR%20for%20Sidirokastro%20-%20final%20version%20-%202020-10-2023.pdf> BULGARTRANS-GAZ: <https://www.bulgartransgaz.bg/files/useruploads/files/amd/DAR%202023/DARs/%D0%B1%D0%B3-%D0%B3%D1%80/2023%20DAR%20BG-GR%20-%20EN.pdf>

20. Το υπό στοιχεία Ε-15-45-10/23.04.2024 έγγραφο της Ρυθμιστικής Αρχής Ενέργειας και Υδάτων της Βουλγαρίας, EWRC, με θέμα: «Incremental Capacity Project Proposal for the Interconnection Point between the Gas Transmission System of the Republic of Bulgaria and the Gas Transmission System of the Republic of Greece - «Kulata/Sidirokastro» (ΡΑΑΕΥ Ι- 372328/24.04.2024).

21. Την από 22.04.2024 ηλεκτρονική επιστολή του ΔΕΣΦΑ Α.Ε. με θέμα «Υποβολή Κατευθυντήριων Γραμμών για την διεξαγωγή της δεσμευτικής φάσης της Δοκιμής Αγοράς στο ΕΣΦΑ» (αριθμ. πρωτ. ΡΑΑΕΥ Ι-372169/23.04.2024).

22. Την υπό στοιχεία Ε-93/2024 απόφαση του Κλάδου Ενέργειας της Ρυθμιστικής Αρχής Αποβλήτων, Ενέργειας και Υδάτων με την οποία εγκρίθηκαν οι Κατευθυντήριες Γραμμές για τη διεξαγωγή της δεσμευτικής φάσης της Διαδικασίας Επαύξησης Δυναμικότητας 2023.

23. Το γεγονός ότι η παρούσα απόφαση δεν προκαλεί δαπάνη στον κρατικό προϋπολογισμό.

Σκέφτηκε ως εξής:

Α. Νομοθετικό Πλαίσιο

Επειδή, η ΡΑΑΕΥ, στο πλαίσιο των αρμοδιοτήτων της, σύμφωνα με τα προβλεπόμενα στη διάταξη της παρ. 1 του άρθρου 22 του ν. 4001/2011, παρακολουθεί και εποπτεύει τη λειτουργία της αγοράς ενέργειας και αποφασίζει τη λήψη αναγκαίων μέτρων, συμπεριλαμβανομένης της έκδοσης κανονιστικών πράξεων, ιδίως ως προς την τήρηση των κανόνων του ανταγωνισμού, των ρυθμιστικών υποχρεώσεων που τίθενται με τον ν. 4001/2011 και την ανάπτυξη της εσωτερικής αγοράς ενέργειας της Ευρωπαϊκής Ένωσης.

Επειδή, στο πλαίσιο πρόσβασης στις διασυνδέσεις και κατά τα προβλεπόμενα στη διάταξη της παρ. 1 του άρθρου 21 του ν. 4001/2011, όπως τροποποιήθηκε με το άρθρο 12 του ν. 4986/2022, η ΡΑΑΕΥ θεσπίζει, παρακολουθεί και εποπτεύει την εφαρμογή των κανόνων πρόσβασης στις Διασυνδέσεις, συμπεριλαμβανομένων των σχετικών τιμολογίων και της μεθοδολογίας υπολογισμού αυτών, του μηχανισμού κατανομής και αποδέσμευσης της δυναμικότητας και διαχείρισης της συμφόρησης, καθώς και της παροχής των υπηρεσιών εξισορρόπησης, της διαδικασίας εξωδικαστικής επίλυσης των διαφορών που αναφύονται κατά την εφαρμογή των ανωτέρω, καθώς και κάθε άλλη αναγκαία λεπτομέρεια. Προς τούτο, η ΡΑΑΕΥ ζητεί από τους αρμόδιους Διαχειριστές των Συστημάτων Μεταφοράς να υποβάλουν, κατά περίπτωση, σχετική γνώμη ή τους κανόνες διαχείρισης συμφόρησης, συμπεριλαμβανομένης της κατανομής δυναμικότητας. Η ΡΑΑΕΥ συνεργάζεται, για τον σκοπό αυτόν, με τις ρυθμιστικές αρχές άλλων χωρών με τις οποίες υφίσταται διασύνδεση.

Επειδή, σύμφωνα με τα οριζόμενα στο άρθρο 28 «Έγκριση και δημοσίευση» του Κεφαλαίου V του Κανονισμού (ΕΕ) 2017/459:

«1. Μετά τη διαβούλευση και την ολοκλήρωση της φάσης του σχεδιασμού για έργο επαυξημένης δυναμικότητας σύμφωνα με το άρθρο 27, οι διαχειριστές συστημάτων μεταφοράς υποβάλλουν την πρόταση έργου για έργο επαυξημένης δυναμικότητας στις οικείες εθνικές ρυθμιστικές αρχές για να την εγκρίνουν με συντονισμένο τρόπο. Η πρόταση του έργου δημοσιεύεται επίσης από

τους εμπλεκόμενους διαχειριστές συστημάτων μεταφοράς σε μία ή περισσότερες επίσημες γλώσσες του κράτους μέλους και, στο μέτρο του δυνατού, στα αγγλικά και περιλαμβάνει τουλάχιστον τις ακόλουθες πληροφορίες:

α) όλα τα επίπεδα προσφοράς, τα οποία αντικατοπτρίζουν το εύρος της αναμενόμενης ζήτησης για επαυξημένη δυναμικότητα στα σχετικά σημεία διασύνδεσης, ως αποτέλεσμα των διαδικασιών που προβλέπονται στο άρθρο 27 παράγραφος 3 και στο άρθρο 26.

β) τους γενικούς κανόνες και όρους που πρέπει να αποδεχτούν οι χρήστες του δικτύου για να συμμετάσχουν και να έχουν πρόσβαση στη δυναμικότητα κατά το δεσμευτικό στάδιο κατανομής δυναμικότητας της διαδικασίας επαυξημένης δυναμικότητας, συμπεριλαμβανομένων τυχόν εξασφαλίσεων που πρέπει να παρέχονται από τους χρήστες του δικτύου και του τρόπου με τον οποίο αντιμετωπίζονται συμβατικά πιθανές καθυστερήσεις στην παροχή της δυναμικότητας ή η περίπτωση διακοπής του έργου.

γ) τα χρονοδιαγράμματα του έργου επαυξημένης δυναμικότητας, συμπεριλαμβανομένων τυχόν αλλαγών από τη διαβούλευση που περιγράφεται στο άρθρο 27 παράγραφος 3, καθώς και τα μέτρα για την πρόληψη των καθυστερήσεων και την ελαχιστοποίηση των επιπτώσεων των καθυστερήσεων.

δ) τις παραμέτρους που ορίζονται στο άρθρο 22 παράγραφος 1.

ε) κατά πόσον μπορεί κατ' εξαίρεση να απαιτηθεί εκτεταμένος χρονικός ορίζοντας για τη σύναψη σύμβασης δυναμικότητας για επιπλέον χρονικό διάστημα έως και 5 έτη πέραν της κατανομής έως και 15 έτη μετά την έναρξη της επιχειρησιακής χρήσης, σύμφωνα με το άρθρο 30.

στ) κατά περίπτωση, τον προτεινόμενο εναλλακτικό μηχανισμό κατανομής, συμπεριλαμβανομένης της αιτιολόγησής του, σύμφωνα με το άρθρο 30 παράγραφος 2, καθώς και τους όρους που έχουν εγκριθεί από τον διαχειριστή συστήματος μεταφοράς για το δεσμευτικό στάδιο, σύμφωνα με το άρθρο 30 παράγραφος 3.

ζ) όταν για το έργο επαυξημένης δυναμικότητας ακολουθείται προσέγγιση σταθερής τιμής, τα στοιχεία που περιγράφονται στο άρθρο 24 στοιχείο β) του κανονισμού (ΕΕ) 2017/460.

2. Εντός 6 μηνών από την παραλαβή της πλήρους πρότασης του έργου από την τελευταία από τις αρμόδιες ρυθμιστικές αρχές, οι εθνικές ρυθμιστικές αρχές δημοσιεύουν συντονισμένες αποφάσεις με τις οποίες εγκρίνεται ή απορρίπτεται η πρόταση του έργου που ορίζεται στην παράγραφο 1, σε μία ή περισσότερες από τις επίσημες γλώσσες του κράτους μέλους και, στο μέτρο του δυνατού, στα αγγλικά. Οι αποφάσεις περιλαμβάνουν αιτιολογήσεις. Οι εθνικές ρυθμιστικές αρχές ενημερώνονται αμοιβαία σχετικά με την παραλαβή της πρότασης του έργου και την πληρότητά της, προκειμένου να προσδιοριστεί η έναρξη της περιόδου των 6 μηνών. Κατά την προετοιμασία της απόφασης της εθνικής ρυθμιστικής αρχής, κάθε εθνική ρυθμιστική αρχή εξετάζει τις απόψεις των άλλων εθνικών ρυθμιστικών αρχών. Σε κάθε περίπτωση, οι εθνικές ρυθμιστικές αρχές λαμβάνουν υπόψη τυχόν αρνητικές επιπτώσεις επί του ανταγωνι-

σμού ή της αποτελεσματικής λειτουργίας της εσωτερικής αγοράς φυσικού αερίου που συνδέονται με τα εν λόγω έργα επαυξημένης δυναμικότητας. Αναρμόδια εθνική ρυθμιστική αρχή προβάλλει αντιρρήσεις στην υποβληθείσα πρόταση έργου, ενημερώνει το νωρίτερο δυνατό τις υπόλοιπες εμπλεκόμενες εθνικές ρυθμιστικές αρχές. Στην περίπτωση αυτή, όλες οι εμπλεκόμενες εθνικές ρυθμιστικές αρχές λαμβάνουν όλα τα εύλογα μέτρα για να συνεργαστούν και να καταλήξουν σε κοινή συμφωνία. Σε περίπτωση που οι αρμόδιες εθνικές ρυθμιστικές αρχές δεν μπορούν να καταλήξουν σε συμφωνία σχετικά με τον προτεινόμενο εναλλακτικό μηχανισμό κατανομής εντός της περιόδου των 6 μηνών που αναφέρεται στο πρώτο εδάφιο, ο Οργανισμός αποφασίζει σχετικά με τον εναλλακτικό μηχανισμό κατανομής που πρέπει να εφαρμοστεί, σύμφωνα με τη διαδικασία που ορίζεται στο άρθρο 8 παράγραφος 1 του κανονισμού (ΕΚ) αριθ. 713/2009.

3. Μετά τη δημοσίευση των αποφάσεων των αρμόδιων εθνικών ρυθμιστικών αρχών σύμφωνα με την παρ. 2 και το αργότερο 2 μήνες πριν από την προσφορά της επαυξημένης δυναμικότητας στην ετήσια δημοπρασία ετήσιας δυναμικότητας, οι διαχειριστές συστημάτων μεταφοράς δημοσιεύουν από κοινού ανακοίνωση, σε μία ή περισσότερες από τις επίσημες γλώσσες του κράτους μέλους και, στο μέτρο του δυνατού, στα αγγλικά, η οποία περιλαμβάνει τις εξής ελάχιστες πληροφορίες: α) τις πληροφορίες που ορίζονται στην παρ. 1, όπως έχουν εγκριθεί από τις εθνικές ρυθμιστικές αρχές· β) υπόδειγμα της/των σύμβασης/-ων που σχετίζονται με την προσφερόμενη δυναμικότητα».

Επειδή, σύμφωνα με τα οριζόμενα στις διατάξεις του άρθρου 30 του Κεφαλαίου V του Κανονισμού (ΕΕ) 2017/459:

«1. Ένας εναλλακτικός μηχανισμός κατανομής καλύπτει μέγιστο διάστημα 15 ετών μετά την έναρξη επιχειρησιακής χρήσης. Αν η οικονομική δοκιμή δεν θα μπορούσε να είναι επιτυχής με βάση τις δεσμεύσεις δυναμικότητας 15 ετών, οι εθνικές ρυθμιστικές αρχές μπορούν κατ' εξαίρεση να επεκτείνουν τον χρονικό ορίζοντα έως και για 5 επιπλέον έτη. 2. Με την επιφύλαξη της έγκρισης από την εθνική ρυθμιστική αρχή, μπορεί να χρησιμοποιηθεί εναλλακτικός μηχανισμός κατανομής δυναμικότητας, όποτε, από την έκθεση εκτίμησης της ζήτησης σύμφωνα με το άρθρο 26 ή από τη διαβούλευση που ορίζεται στο άρθρο 27 παράγραφος 3, μπορεί εύλογα να συναχτεί το συμπέρασμα ότι η δημοπρασία αυξανόμενου ρολογιού δεν είναι κατάλληλη και ότι το έργο επαυξημένης δυναμικότητας πληροί αμφότερες τις ακόλουθες προϋποθέσεις: α) περιλαμβάνει περισσότερα από δύο συστήματα εισόδου-εξόδου και κατά τη διαδικασία κατανομής ζητούνται προσφορές για διάφορα σημεία διασύνδεσης· β) ζητούνται προσφορές με διάρκεια άνω του ενός έτους. 3. Σε έναν εναλλακτικό μηχανισμό κατανομής, οι χρήστες του δικτύου μπορούν να υποβάλουν δεσμευτικές προσφορές υπό όρους για συμβάσεις δυναμικότητας, εφόσον πληρούνται ένας ή περισσότεροι από τους παρακάτω όρους που καθορίζονται από τους διαχειριστές συστημάτων μεταφοράς στην εγκεκριμένη πρόταση

έργου σύμφωνα με το άρθρο 28 παράγραφος 1: α) οι δεσμεύσεις συνδέουν ή αποκλείουν δεσμεύσεις σε άλλα σημεία διασύνδεσης· β) οι δεσμεύσεις αφορούν πλήθος διαφορετικών ετήσιων τυποποιημένων προϊόντων δυναμικότητας σε σημείο διασύνδεσης· γ) οι δεσμεύσεις υπόκεινται σε όρους ως προς την κατανομή συγκεκριμένης ή ελάχιστης ποσότητας δυναμικότητας. 4. Ο εναλλακτικός μηχανισμός κατανομής υπόκειται σε εγκρίσεις από τις αρμόδιες εθνικές ρυθμιστικές αρχές σύμφωνα με το άρθρο 28 παράγραφος 2. Ο μηχανισμός είναι διαφανής και δεν εισάγει διακρίσεις, αλλά μπορεί να επιτρέπει να δίνει προτεραιότητα στη διάρκεια της δέσμευσης ή στις προσφορές για μεγαλύτερες ποσότητες δυναμικότητας για ετήσιο τυποποιημένο προϊόν δυναμικότητας. 5. Εάν δίνεται προτεραιότητα είτε στη διάρκεια της δέσμευσης είτε στις προσφορές για μεγαλύτερες ποσότητες δυναμικότητας, οι εθνικές ρυθμιστικές αρχές αποφασίζουν, κατά την εφαρμογή του άρθρου 8 παράγραφος 8, να παρακρατήσουν ποσό τουλάχιστον ίσο με 10 % και έως 20 % της τεχνικής δυναμικότητας σε κάθε σημείο διασύνδεσης. Η δυναμικότητα που παρακρατείται με αυτόν τον τρόπο προσφέρεται σύμφωνα με το άρθρο 8 παράγραφος 7».

Επειδή, σύμφωνα με τα οριζόμενα στις διατάξεις των παρ. 8 και 9 του άρθρου 8 του Κανονισμού (ΕΕ) 2017/459: «8. Στην περίπτωση επαυξημένης δυναμικότητας, ποσότητα τουλάχιστον ίση με το 10 % της επαυξημένης τεχνικής δυναμικότητας στο σχετικό σημείο διασύνδεσης παρακρατείται και προσφέρεται το νωρίτερο κατά την ετήσια δημοπρασία τριμηνιαίας δυναμικότητας όπως προβλέπεται στο άρθρο 12, η οποία πραγματοποιείται σύμφωνα με το χρονοδιάγραμμα δημοπρασιών κατά το έτος φυσικού αερίου που προηγείται της αρχής του σχετικού έτους φυσικού αερίου. 9. Το ακριβές ποσοστό δυναμικότητας που πρέπει να παρακρατείται σύμφωνα με τις παραγράφους 6 και 8 αποτελεί αντικείμενο διαβούλευσης με τους εμπλεκόμενους παράγοντες, ευθυγράμμισης (συμφωνίας) των διαχειριστών συστήματος μεταφοράς και έγκρισης από τις εθνικές ρυθμιστικές αρχές σε κάθε σημείο διασύνδεσης. Οι εθνικές ρυθμιστικές αρχές εξετάζουν ιδίως τη σκοπιμότητα παρακράτησης μεγαλύτερων μεριδίων δυναμικότητας με βραχύτερη διάρκεια, ώστε να αποφευχθεί η παρακώλυση της λειτουργίας των κατάντη αγορών εφοδιασμού».

Επειδή, σύμφωνα με τα οριζόμενα στις διατάξεις του άρθρου 23 «Ο παράγοντας f» του Κανονισμού (ΕΕ) 2017/459: «1. Κατά την εφαρμογή της οικονομικής δοκιμής που αναφέρεται στο άρθρο 22, η εθνική ρυθμιστική αρχή καθορίζει το επίπεδο του παράγοντα f για συγκεκριμένο επίπεδο προσφοράς, λαμβάνοντας υπόψη τα εξής: α) την ποσότητα της τεχνικής δυναμικότητας που παρακρατείται σύμφωνα με το άρθρο 8 παράγραφοι 8 και 9· β) τα εξωτερικά οφέλη του έργου επαυξημένης δυναμικότητας για την αγορά ή το δίκτυο μεταφοράς, ή και για τα δύο· γ) τη διάρκεια των δεσμεύσεων των χρηστών του δικτύου για τη συμβατική δυναμικότητα σε σύγκριση με την οικονομική ζωή του περιουσιακού στοιχείου· δ) τον βαθμό στον οποίο μπορεί να αναμένεται να συνεχιστεί η ζήτηση για τη δυναμικότητα που καθορίζεται

στο έργο επαυξημένης δυναμικότητας μετά τη λήξη του χρονικού ορίζοντα που χρησιμοποιείται στην οικονομική δοκιμή. 2. Εάν η οικονομική δοκιμή έχει θετικό αποτέλεσμα, τότε το επενδυτικό κόστος που συνδέεται με την επαυξημένη δυναμικότητα αντανakλάται σε αύξηση των επιτρεπόμενων ή στοχευόμενων εσόδων, σύμφωνα με τους ισχύοντες εθνικούς κανόνες».

Επειδή, τα συστήματα μεταφοράς φυσικού αερίου του ΔΕΣΦΑ και της Bulgartransgaz είναι πλήρως ρυθμιζόμενα Συστήματα Μεταφοράς, συνεπώς στα Σημεία Διασύνδεσής τους (Interconnection Points, IPs) έχει άμεση εφαρμογή ο Κανονισμός (ΕΕ) 2017/459.

Β. Επί της Δοκιμής Αγοράς του ΕΣΜΦΑ

Επειδή, όπως έχει αποτυπωθεί αναλυτικά στις αποφάσεις για την έγκριση των δεκαετών Προγραμμάτων Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου - ΕΣΦΑ (σχετικά 7 και 8), η Ρυθμιστική Αρχή Ενέργειας κάλεσε τον Διαχειριστή αυτού, ΔΕΣΦΑ Α.Ε. να εκπονήσει Δοκιμή Αγοράς (Market Test) με σκοπό να διερευνήσει το ενδιαφέρον μερών για δέσμευση μελλοντικής αδιάλειπτης δυναμικότητας στο ΕΣΦΑ προκειμένου να σχεδιάσει τα απαραίτητα έργα τεχνικής αναβάθμισης αυτού, τα οποία θα μπορούν να καλύπτουν τις ανάγκες άνω του ενός ενδιαφερόμενων μερών, μειώνοντας έτσι το κόστος ανά ενδιαφερόμενο μέρος και αυξάνοντας τις πιθανότητες υλοποίησης των έργων αυτών.

Επειδή, η βέλτιστη πρακτική⁴ για την εν γένει διεξαγωγή Δοκιμών Αγοράς (Market Tests) περιλαμβάνει δύο στάδια προσφορών, ένα μη δεσμευτικό και ένα δεσμευτικό, ακολουθούμενα από την τελική επενδυτική απόφαση (Final Investment Decision, FID) βάσει της εκτιμώμενης οικονομικής αποδοτικότητας του έργου.

Επειδή, στις 29 Μαρτίου 2023 ο ΔΕΣΦΑ εκκίνησε το πρώτο στάδιο του Market Test, δημοσιεύοντας στην ιστοσελίδα του Πρόσκληση Εκδήλωσης Ενδιαφέροντος Μη Δεσμευτικών Αιτημάτων για την κατανομή μελλοντικής αδιάλειπτης δυναμικότητας στο ΕΣΦΑ, συμπεριλαμβανομένης της εγκατάστασης ΥΦΑ στη Ρεβυθούσα και τις διασυνδέσεις του ΕΣΦΑ με άλλα συστήματα, με καταληκτική ημερομηνία υποβολής μη δεσμευτικών προσφορών την 1η Ιουνίου 2023 (σχετικό 11). Σύμφωνα με τα στοιχεία της Έκθεσης Εκτίμησης Ζήτησης για την επέκταση του ΕΣΦΑ που δημοσιεύθηκαν στην ιστοσελίδα του (σχετικό 12), είκοσι επτά εταιρείες εκδήλωσαν ενδιαφέρον στο πρώτο στάδιο του Market Test, υποβάλλοντας σχετικές μη δεσμευτικές προσφορές. Το ενδιαφέρον αφορά σε δέσμευση μελλοντικής αδιάλειπτης δυναμικότητας σε τέσσερα (4) υπάρχοντα Σημεία Εισόδου του Εθνικού Συστήματος Μεταφοράς Φυσικού Αερίου (Σιδηρόκαστρο, Νέα Μεσημβρία, Κήποι, Αγία Τριάδα) και τέσσερα (4) νέα σημεία σύνδεσης του συστήματος μεταφοράς με τους τερματικούς σταθμούς ΥΦΑ στην Αλεξανδρούπολη, Κόρινθο, Βόλο και Θεσσαλονίκη. Ενδιαφέρον καταγράφηκε επίσης για δέσμευση μελλοντικής δυναμικότητας σε 30 Σημεία Εξόδου του ΕΣΦΑ,

4 Η βέλτιστη πρακτική έχει αποτυπωθεί και εξειδικευθεί για την περίπτωση της επαύξησης δυναμικότητας τόσο στον Κανονισμό (ΕΕ) 2017/459 για τα Σημεία Διασύνδεσης, όσο και στο Κεφάλαιο 12 του Κώδικα Διαχείρισης ΕΣΦΑ.

συμπεριλαμβανομένου του Kulata/Σιδηροκάστρου, το οποίο αποτελεί Σημείο Διασύνδεσης των εθνικών συστημάτων φυσικού αερίου της Ελλάδας και της Βουλγαρίας, για ροή φυσικού αερίου από Ελλάδα προς Βουλγαρία.

Ειδικά για το Σημείο Διασύνδεσης μεταξύ των εθνικών συστημάτων μεταφοράς φυσικού αερίου της Ελλάδας και της Βουλγαρίας, Kulata-Σιδηρόκαστρο (EIC Code: 21Z000000000020C), με βάση τα αποτελέσματα της μη δεσμευτικής φάσης του Market Test παρουσιάστηκε το ακόλουθο ενδιαφέρον: Α) Για κατεύθυνση ροής από Βουλγαρία προς Ελλάδα: Δέσμευση δυναμικότητας 73GWh/ημέρα για εννέα συνεχόμενα έτη φυσικού αερίου (2024 έως 2033) και δέσμευση δυναμικότητας 70 GWh/ημέρα για δύο έτη (2033/2034 και 2034/2035). Β) Για κατεύθυνση ροής από Ελλάδα προς Βουλγαρία: Δέσμευση δυναμικότητας για 27 έτη (2023-2050), η οποία ξεκινά από 90 GWh/ημέρα το έτος 2023/2024, ανέρχεται σε μέγιστη δυναμικότητα 200 GWh/ημέρα, τα έτη 2026-2029, και μειώνεται βηματικά κάτω από 50 GWh/ημέρα μετά το 2043. Μόνο οι δυναμικότητες που ζητήθηκαν από Ελλάδα προς Βουλγαρία ξεπερνούν την τεχνική δυναμικότητα του Σημείου Διασύνδεσης, επομένως ο Διαχειριστής θα εξετάσει τη δυνατότητα επαύξησης της δυναμικότητας προς αυτή την κατεύθυνση.

Με βάση τα μη δεσμευτικά αιτήματα που έλαβε και τους λοιπούς λειτουργικούς περιορισμούς του Συστήματος, ο ΔΕΣΦΑ ανέλυσε πιθανές αναβαθμίσεις του Συστήματος προκειμένου να ικανοποιήσει τα αιτήματα των ενδιαφερομένων και να προτείνει το Έργο Επαύξησης Δυναμικότητας.

Επειδή, με το σχετικό 21 η εταιρεία ΔΕΣΦΑ Α.Ε. υπέβαλε την πρότασή της για τον καθορισμό των Κατευθυντηρίων Γραμμών βάσει των οποίων θα διεξαχθεί η δεύτερη, δεσμευτική φάση της Διαδικασίας Επαυξημένης Δυναμικότητας, η οποία περιλαμβάνει και την Πρόταση του Έργου Επαύξησης Δυναμικότητας. Βάσει της πρότασης αυτής ο Κλάδος Ενέργειας της Ρυθμιστικής Αρχής Αποβλήτων, Ενέργειας και Υδάτων ενέκρινε τις κατευθυντήριες γραμμές για τη διεξαγωγή της δεσμευτικής φάσης της Διαδικασίας Επαυξημένης Δυναμικότητας και του Market Test του έτους 2023 (σχετικό 22), κατά τρόπο ώστε να συνδυαστεί κατάλληλα με την επαύξηση δυναμικότητας των Σημείων Διασύνδεσης από κοινού με τους γειτονικούς διαχειριστές όπως περιγράφεται στον Κανονισμό.

Σύμφωνα με τις κατευθυντήριες γραμμές, προσφέρονται τρία Επίπεδα Προσφοράς (Offer Levels), που αφορούν πλήρη, μερική ή περιορισμένη επαύξηση του Συστήματος ως ακολούθως:

Πρόταση Επέκτασης ΕΣΦΑ	Τμήμα όπου απαιτείται να τοποθετηθεί δεύτερος αγωγός	Μήκος (χλμ)	Απαιτείται αναβάθμιση του Συμπιεστή στη Νέα Μεσημβρία;	Αναβάθμιση του Συμπιεστή στην Αμπελιά
Πλήρης (Full)	Πάτημα-Νέα Μεσημβρία	410	Σημαντική	Μέτρια/Σημαντική
Μερική (Partial)	Κατερίνη-Λιβαδειά	250	Μέτρια	Μικρή
Περιορισμένη (Limited)	Ραψάνη- Μπράλος	160	Μικρή	Καμία

Επειδή, σε ό,τι αφορά την εκτίμηση κόστους για να υλοποιηθούν οι ως άνω επεκτάσεις του ΕΣΦΑ, λαμβανομένης υπόψη και της αναβάθμισης των συμπιεστών στη Νέα Μεσημβρία και την Αμπελιά, αυτή κυμαίνεται από 246,5 εκ. € (για περιορισμένη επέκταση του ΕΣΜΦΑ) σε 701,5 εκ. € (για πλήρη επέκταση του ΕΣΦΑ), όπως αναλύεται στους ακόλουθους πίνακες.

Πρόταση Επέκτασης ΕΣΦΑ	Εκτίμηση κόστους (εκ. €)
Πλήρης	574
Μερική	350
Περιορισμένη	224

Αναβάθμιση του Συμπιεστή στη Νέα Μεσημβρία	Εκτίμηση κόστους (εκ. €)	Αναβάθμιση του Συμπιεστή στην Αμπελιά	Εκτίμηση κόστους (εκ. €)
Σημαντική	67,5	Μέτρια/Σημαντική	60
Μέτρια	45	Μικρή	30
Μικρή	22,5	Καμία	-

και συνολικά:

Πρόταση Επέκτασης ΕΣΦΑ	Εκτίμηση κόστους για αγωγούς (εκ. €)	Εκτίμηση κόστους για αναβάθμιση συμπιεστών (εκ. €)	Εκτίμηση κόστους - Σύνολο (εκ. €)
Πλήρης	574	127,5	701,5
Μερική	350	75	425
Περιορισμένη	224	22,5	246,5

Με βάση την πρόταση έργου, η ΔΕΣΦΑ Α.Ε. θα οριστικοποιήσει την εκτίμηση του κόστους, ανά πρόταση επέκτασης, μετά την ολοκλήρωση της δεσμευτικής φάσης, καθότι ειδικά η αναβάθμιση των συμπίεστων εξαρτάται σημαντικά από την δυναμικότητα που θα ζητηθεί από χρήστες ανά σημείο εισόδου και εξόδου του ΕΣΦΑ στο πλαίσιο της δεσμευτικής φάσης του Market Test.

Σε κάθε περίπτωση, διευκρινίζεται ότι τα ανωτέρω κόστη είναι ενδεικτικά και θα οριστικοποιηθούν κατά τον λεπτομερή σχεδιασμό του έργου, σε περίπτωση που από την οικονομική δοκιμή για κάποιο επίπεδο προσφοράς προκύψει θετικό αποτέλεσμα.

Επειδή, η νέα δυναμικότητα που θα δημιουργηθεί με την υλοποίηση των ως άνω έργων περιλαμβάνει επιπλέον δυναμικότητα μεταξύ των άλλων και στο Σημείο Διασύνδεσης Kulata/Σιδηρόκαστρο. Συνεπώς, δύο δεσμευτικές φάσεις θα ταυτοχρονιστούν και συνδυαστούν, ώστε ο ΔΕΣΦΑ να εκτιμήσει συνολικά τα αιτήματα της δεσμευτικής φάσης της εσωτερικής δοκιμής αγοράς σε όλα τα Σημεία Εισόδου και Εξόδου του Συστήματος και να προσδιορίσει το κατάλληλο επίπεδο επέκτασης, δηλαδή αν και ποιο Επίπεδο Προσφοράς θα υλοποιήσει. Συνεπώς, η Οικονομική Δοκιμή (Economic Viability Test, EVT) από την πλευρά του ΔΕΣΦΑ θα λάβει χώρα συνολικά για όλα τα Σημεία, περιλαμβανομένου του Σημείου Διασύνδεσης Kulata/Σιδηρόκαστρο.

Γ. Περί του «Κάθετου Διαδρόμου»

Επειδή, ο υφιστάμενος λεγόμενος «Κάθετος Διάδρομος» αποτελούσε στο παρελθόν τη βασική διαδρομή τροφοδότησης της ανατολικής Ευρώπης με ρωσικό αέριο μέσω Ουκρανίας. Αυτή η δίοδος έχει ήδη σε ένα βαθμό αντικατασταθεί (ιδίως εξαιτίας προηγούμενων προστριβών μεταξύ Ρωσίας και Ουκρανίας) από τη δίοδο μέσω Κασπίας και Τουρκίας (Turkish Stream), από την οποία τροφοδοτούνται τα τελευταία χρόνια τα Βαλκάνια (Βουλγαρία και από εκεί Ελλάδα και Ρουμανία). Ο πόλεμος στην Ουκρανία και η επακόλουθη ενεργειακή κρίση και η προσπάθεια της Ευρωπαϊκής Ένωσης για απεξάρτηση από το ρωσικό φυσικό αέριο έχουν επιφέρει σημαντική μεταβολή στις ροές του φυσικού αερίου στην Ευρώπη.

Οι συνθήκες αυτές οδήγησαν στη δημιουργία της νέας πρωτοβουλίας «Κάθετος Διάδρομος Αερίου» («Vertical Gas Corridor»), κοινή πρωτοβουλία των Διαχειριστών (από νότο προς βορρά): ΔΕΣΦΑ, Gastrade, ICGB AD, Bulgartransgaz EAD (Βουλγαρία), SNTGN Transgaz (Ρουμανία), FGSZ Ltd (Ουγγαρία), Eustream (Σλοβακία), GTSOU (Ουκρανία), Vestmoldtransgaz (Μολδαβία), η οποία προτείνει την αναβάθμιση και επέκταση της υπάρχουσας υποδομής διαμετακόμισης φυσικού αερίου των επτά χωρών για τη δημιουργία ενός νέου διαδρόμου διαμετακόμισης φυσικού αερίου υψηλότερης χωρητικότητας που θα αντιστρέψει την κατεύθυνση της ροής φυσικού αερίου σε ορισμένα τμήματα και θα επιτρέψει τη μεταφορά μεγαλύτερων όγκων φυσικού αερίου από την Ελλάδα στη Βουλγαρία, τη Ρουμανία, τη Μολδαβία, τη Σλοβακία, την Ουγγαρία και την Ουκρανία. Η πρωτοβουλία αυτή έχει υποστηριχθεί ισχυρά από την Ευρωπαϊκή Ένωση μέσω της πρωτοβουλίας της για την Ενεργειακή

Συνδεσιμότητα της Κεντρικής και Νοτιοανατολικής Ευρώπης (CESEC).

Επειδή, προκειμένου οι Διαχειριστές να ανταποκριθούν έγκαιρα στην ανάπτυξη των υποδομών της περιοχής, δεδομένης της δυναμικής συγκυρίας της ενεργειακής αγοράς, κατά τις συναντήσεις που πραγματοποιήθηκαν, αποφάσισαν τη συντόμευση της 2ετούς περιόδου που προβλέπει ο Κανονισμός (ΕΕ) 2017/459 για την ολοκλήρωση της διαδικασίας Επαυξημένης Δυναμικότητας (Incremental Capacity Process) που ξεκίνησε το 2023 σε ένα μόνο έτος. Για να επιτευχθεί αυτό, η υποβολή των δεσμευτικών προσφορών πρέπει να λάβει χώρα τον Ιούλιο 2024 - ακριβώς μετά τις ετήσιες δημοπρασίες σύμφωνα με το ημερολόγιο δημοπρασιών του ENTSOG - και η Δεσμευτική Φάση της διαδικασίας πρέπει να έχει ολοκληρωθεί έως το τέλος Σεπτεμβρίου 2024. Για τον λόγο αυτό, οι ανωτέρω Διαχειριστές έχουν ζητήσει από τις αρμόδιες Ρυθμιστικές Αρχές την εξέταση και έγκριση των Προτάσεων Έργων για τα Σημεία Διασύνδεσης που περιλαμβάνονται στον Κάθετο Διάδρομο έως το τέλος Απριλίου 2024, ώστε η δημοσίευση της κοινής Πρόσκλησης (Notice) να λάβει χώρα όχι αργότερα από 2 μήνες πριν την προσφορά της επαυξημένης δυναμικότητας, σύμφωνα με τον Ευρωπαϊκό Κανονισμό, ήτοι στις 2 Μαΐου 2024.

Δ.Επί της εισήγησης των Διαχειριστών για την πρόταση έργου επαύξησης δυναμικότητας στο Σημείο Διασύνδεσης Kulata -Σιδηρόκαστρο

Επειδή, ο Κανονισμός (ΕΕ) 2017/459 περιγράφει συγκεκριμένη Διαδικασία Επαυξημένης Δυναμικότητας (Incremental Capacity Process) που οφείλουν να ακολουθήσουν οι Διαχειριστές Συστημάτων Μεταφοράς φυσικού αερίου για την επαύξηση δυναμικότητας σε Σημεία Διασύνδεσης (Interconnection Points), μόνο, ήτοι σε σημεία που συνδέουν γειτονικά συστήματα εισόδου-εξόδου ή συνδέουν σύστημα εισόδου-εξόδου με γραμμή διασύνδεσης, στο μέτρο που τα σημεία αυτά αποτελούν αντικείμενο διαδικασιών δέσμευσης από χρήστες του δικτύου.

Σύμφωνα με το Κεφάλαιο V του ανωτέρω Κανονισμού, κάθε μονό έτος, με έναρξη το έτος ισχύος του Κανονισμού, οι Διαχειριστές εκκινούν διαδικασία εκτίμησης ζήτησης για Επαυξημένη Δυναμικότητα. Η διαδικασία περιλαμβάνει διάφορα στάδια αρχίζοντας από την εκτίμηση ζήτησης και ολοκληρώνεται με την υλοποίηση έργων εάν η οικονομική δοκιμή για τουλάχιστον ένα επίπεδο προσφοράς φέρει θετικό αποτέλεσμα. Η εκτίμηση ζήτησης για Επαυξημένη δυναμικότητα περιλαμβάνει δύο στάδια: οι χρήστες δικτύου υποβάλουν τις μη δεσμευτικές προσφορές τους (εντός 8 εβδομάδων) και οι Διαχειριστές συστημάτων μεταφοράς συντάσσουν κοινή Έκθεση Εκτίμησης Ζήτησης (EEZ, Demand Assessment Report - DAR), επίσης εντός 8 εβδομάδων.

Περαιτέρω, σύμφωνα με τα οριζόμενα στο Κεφάλαιο V του Κανονισμού (ΕΕ) 2017/459 στις 3 Ιουλίου 2023 οι Διαχειριστές των εθνικών συστημάτων μεταφοράς φυσικού αερίου της Ελλάδας και της Βουλγαρίας, ΔΕΣΦΑ Α.Ε. και Bulgartransgaz, εκκίνησαν τη μη δεσμευτική φάση της διαδικασίας για την επαύξηση δυναμικότητας στο

Σημείο Διασύνδεσης Kulata-Σιδηρόκαστρο, σύμφωνα με τα οριζόμενα στο Κεφάλαιο V του Κανονισμού (ΕΕ) 2017/459. Οι Διαχειριστές έλαβαν μη δεσμευτικές προσφορές στην κατεύθυνση από Ελλάδα προς Βουλγαρία. Συγκεκριμένα υποβλήθηκαν αιτήματα για τα έτη αερίου 2023-2043 με συνολική μέγιστη αιτηθείσα δυναμικότητα 155.920.768 kWh/ημέρα για το έτος αερίου 2028-2029 και αιτήματα από 111.770.823 kWh/ημέρα καθόλη την περίοδο από 2029 έως 2043.

Ακολούθως, οι Διαχειριστές εκπόνησαν από κοινού Έκθεση Εκτίμησης Ζήτησης, αξιολογώντας τα σχετικά αιτήματα, η οποία δημοσιεύθηκε στις ιστοσελίδες τους στις 23 Οκτωβρίου 2023 (σχετικό 14). Η κοινή ΕΕΖ κατέληξε στο συμπέρασμα ότι το μη δεσμευτικό ενδιαφέρον είναι επαρκές για την εκκίνηση της Φάσης Σχεδιασμού (Design Phase) για ένα έργο επαύξησης δυναμικότητας, σύμφωνα με το άρθρο 26 παρ. 2 του Κανονισμού (ΕΕ) 2017/459.

Τον Ιανουάριο του 2024 οι δύο Διαχειριστές, ΔΕΣΦΑ και Bulgartransgaz, ακολουθώντας τις διατάξεις και τις προβλεπόμενες προθεσμίες του Κανονισμού (ΕΕ) 2017/459, διεξήγαγαν από κοινού δημόσια διαβούλευ-

ση, από τις 31.01.2024 έως τις 29.02.2024, επί του σχεδίου πρότασης του έργου επαυξημένης δυναμικότητας που διαμόρφωσαν, με στόχο να ικανοποιήσουν τα μη δεσμευτικά αιτήματα που υποβλήθηκαν στην πρώτη φάση της Διαδικασίας Επαυξημένης Δυναμικότητας.

Η εταιρεία ΔΕΣΦΑ Α.Ε, με το σχετικό 17 έγγραφο υπέβαλε προς έγκριση την από κοινού πρότασή της με την Bulgartransgaz για το έργο επαύξησης δυναμικότητας στο Σημείο Διασύνδεσης Kulata- Σιδηρόκαστρο σύμφωνα με τις διατάξεις του άρθρου 28 του Κανονισμού (ΕΕ) 2017/459. Λαμβάνοντας υπόψη τα μη δεσμευτικά αιτήματα που υποβλήθηκαν στην πρώτη φάση της διαδικασίας, οι Διαχειριστές προτείνουν τα ακόλουθα επίπεδα προσφοράς επαύξησης δυναμικότητας στο Σημείο Διασύνδεσης Kulata-Sidirokastro, για δέσμευση δυναμικότητας από Ελλάδα προς Βουλγαρία, προτείνοντας να παρακρατηθεί ένα ποσοστό δέκα τοις εκατό (10%) της επαυξημένης δυναμικότητας, σύμφωνα με τα οριζόμενα στην παρ. 5 του άρθρου 30 και την παρ. 8 του άρθρου 8 του Κανονισμού (ΕΕ) 2017/459 για να διατεθεί με τη διαδικασία δημοπρασίας τριμηνιαίας δυναμικότητας.

	Επίπεδα προσφοράς (GWh/ημέρα)		
	Επίπεδο Προσφοράς 1 (Limited)	Επίπεδο Προσφοράς 2 (Partial)	Επίπεδο Προσφοράς 3 (Full)
Αδιάλειπτη επαυξημένη δυναμικότητα	35,4	104,4	
Προσφερόμενη Αδιάλειπτη επαυξημένη δυναμικότητα	31,9	94	
Ημ/νία Έναρξης	Q4 2028	Q3 2029	Q4 2029

Από την πλευρά του ΔΕΣΦΑ οι επενδύσεις που απαιτούνται είναι αυτές που αναφέρθηκαν στην Ενότητα Β. Αντίστοιχα, για να καταστεί διαθέσιμη η επαυξημένη δυναμικότητα στο Σημείο Διασύνδεσης Kulata-Σιδηρόκαστρο, με κατεύθυνση Ελλάδα προς Βουλγαρία, απαιτούνται επενδύσεις και στο σύστημα μεταφοράς φυσικού αερίου της Βουλγαρίας που διαχειρίζεται η Bulgartransgaz. Α) Για το πρώτο επίπεδο προσφοράς, ήτοι για πρόσθετη τεχνική δυναμικότητα 35,4 GWh/ημέρα, απαιτούνται επενδύσεις ύψους 122,5 εκ. €. με εκτιμώμενη ημερομηνία ολοκλήρωσης το δεύτερο τρίμηνο του 2026 (Q2 2026). Β) Για το δεύτερο και τρίτο επίπεδο προσφοράς, ήτοι για πρόσθετη τεχνική δυναμικότητα 104,4 GWh/ημέρα, απαιτούνται επενδύσεις ύψους 307,2 εκ. €. με εκτιμώμενο χρόνο ολοκλήρωσης το τρίτο τρίμηνο του έτους 2029 (Q3 2029).

Επειδή, η ΔΕΣΦΑ Α.Ε., με το σχετικό 17 έγγραφο της έχει υποβάλει στην Αρχή και πρόταση έργου επαύξησης δυναμικότητας για το Σημείο Διασύνδεσης Κομοτηνή (ΔΕΣΦΑ/IGB), η οποία διαμορφώθηκε από κοινού με τον Διαχειριστή του Διασυνδεδετήριου Αγωγού Ελλάδας-Βουλγαρίας IGB (ICGB). Η πρόταση αυτή σχετίζεται άμεσα με την πρόταση για την επαύξηση δυναμικότητας στο Σημείο Διασύνδεσης Kulata-Σιδηρόκαστρο καθότι και οι τρεις Διαχειριστές (ΔΕΣΦΑ, Bulgartransgaz, IGB), μετά την έγκριση των σχετικών προτάσεων έργου από τις Ρυθμιστικές Αρχές της Ελλάδας και της Βουλγαρίας προτείνουν,

2 μήνες πριν από την προσφορά της επαυξημένης δυναμικότητας στην ετήσια δημοπρασία ετήσιας δυναμικότητας, η οποία λαμβάνει χώρα την πρώτη Δευτέρα του Ιουλίου 2024, ήτοι στις 2 Μαΐου 2024 να προχωρήσουν σε ανακοινώσεις για την εκκίνηση της δεσμευτικής φάσης της Διαδικασίας Επαυξημένης Δυναμικότητας.

Επειδή, το έργο επαύξησης δυναμικότητας περιλαμβάνει επομένως περισσότερα από δύο συστήματα εισόδου - εξόδου στην Ευρωπαϊκή Ένωση, ήτοι το εθνικό σύστημα μεταφοράς φυσικού αερίου της Ελλάδας, το εθνικό σύστημα μεταφοράς φυσικού αερίου της Βουλγαρίας και τον διασυνδεδετήριο αγωγό Ελλάδας-Βουλγαρίας (IGB). Επίσης, τα μη δεσμευτικά αιτήματα της πρώτης φάσης αφορούν σε πρόθεση δέσμευσης δυναμικότητας σε περισσότερα των ενός Σημείων Διασύνδεσης και δέσμευση δυναμικότητας για πάνω από ένα έτος. Λαμβάνοντας περαιτέρω υπόψη και τα ιδιαίτερα υψηλά κόστη των απαιτούμενων επενδύσεων, προκειμένου να αυξηθεί η πιθανότητα θετικής έκβασης των οικονομικών δοκιμών που θα εφαρμοστούν στις δύο πλευρές κάθε σημείου διασύνδεσης, κρίνεται εύλογη η πρόταση των Διαχειριστών για την εφαρμογή Εναλλακτικού Μηχανισμού Κατανομής δυναμικότητας, καθότι πληρούνται οι προϋποθέσεις που τίθενται στην παρ. 2 του άρθρου 30 του Κανονισμού (ΕΕ) 2017/459, για προϊόντα δυναμικότητας έως 20 ετών.

Επειδή, στην πρόταση των Διαχειριστών περιλαμβάνονται αναλυτικά οι κανόνες και οι όροι για τη συμμετοχή στη δεσμευτική φάση της διαδικασίας επαύξησης δυναμικότητας, συμπεριλαμβανομένων αναλυτικών πληροφοριών για τις εγγυήσεις που απαιτούνται για τη συμμετοχή, για τη διαδικασία επιστροφής τους σε περίπτωση αρνητικής οικονομικής δοκιμής ή μη κατανομής δυναμικότητας, καθώς και για την διαδικασία που θα ακολουθηθεί σε περίπτωση θετικής οικονομικής δοκιμής (υπογραφή σύμβασης μεταφοράς και πρόσθετες εγγυήσεις), ή σε περίπτωση που δεν υπογραφεί τελικά κάποια σύμβαση μεταφοράς για δυναμικότητα που δέσμευσαν στο δεσμευτικό στάδιο προσφορών.

Επειδή, τόσο ο ΔΕΣΦΑ όσο και η Bulgartransgaz προτείνουν για το έργο επαυξημένης δυναμικότητας να ακολουθηθεί η προσέγγιση της κυμαινόμενης πληρωτέας τιμής (floating reference price), και όχι της σταθερής πληρωτέας τιμής (fixed price approach), επομένως δεν απαιτείται η προσκόμιση των στοιχείων που περιγράφονται στο άρθρο 24 στοιχείο β) του Κανονισμού (ΕΕ) 2017/460 όπως προβλέπεται στην παρ. 1ζ του άρθρου 28 του Κανονισμού (ΕΕ) 2017/459.

Επειδή, αναφορικά με τις παραμέτρους της Οικονομικής Δοκιμής και ιδίως για τον ορισμό της παραμέτρου f (f -factor), δηλαδή α) του ποσοστού της παρούσας αξίας του κόστους της αναβάθμισης που πρέπει να ανακτηθεί από τις δεσμευτικές προσφορές των χρηστών που θα συμμετάσχουν στο Market Test (παρούσα αξία), και β) τον υπολογισμό της αύξησης της παρούσας αξίας του επιτρεπόμενου και απαιτούμενου εσόδου λόγω της αναβάθμισης, ο ΔΕΣΦΑ προτείνει f -factor=0.7, όπως ειδικότερα αναφέρεται στην απόφαση έγκρισης των Κατευθυντήριων Γραμμών (βλ. σχετικά 21 και 22). Η Bulgartransgaz προτείνει f -factor=0.5, η αξιολόγηση του οποίου πραγματοποιήθηκε από την Ρυθμιστική Αρχή Ενέργειας και Υδάτων της Βουλγαρίας (σχετικό 18).

Επειδή, στο πλαίσιο στενής συνεργασίας και συντονισμού για την αξιολόγηση της πρότασης έργου επαύξησης δυναμικότητας με τη Ρυθμιστική Αρχή Ενέργειας και Υδάτων της Βουλγαρίας (EWRC), με το σχετικό 19 η Ρυθμιστική Αρχή της Ελλάδας απέστειλε την θετική γνώμη της στην EWRC, σύμφωνα με τα οριζόμενα στην παρ. 2 του άρθρου 28 του Κανονισμού (ΕΕ) 2017/459, επισημαίνοντας ότι η υλοποίηση του έργου αυτού ενισχύει την αποτελεσματική λειτουργία της εσωτερικής αγοράς φυσικού αερίου και τον ανταγωνισμό.

Αντίστοιχα, η EWRC απέστειλε στη ΠΑΑΕΥ θετική γνώμη με το σχετικό 20 έγγραφό της, τονίζοντας σύμφωνα με τα οριζόμενα στην παρ. 2 του άρθρου 28 του Κανονισμού (ΕΕ) 2017/459, ότι η υλοποίηση του προτεινόμενου έργου δεν έχει αρνητικές συνέπειες στον ανταγωνισμό και στη λειτουργία της εσωτερικής αγοράς φυσικού αερίου. Σύμφωνα με την EWRC η υλοποίηση του ως άνω έργου θα συνεισφέρει στους κύριους στόχους που έχουν τεθεί στο πλαίσιο της υλοποίησης του Κάθετου Διαδρόμου.

Επειδή, με βάση το σύνολο των ως άνω η πρόταση των Διαχειριστών για το έργο επαυξημένης δυναμικότητας στο Σημείο Διασύνδεσης Kulata-Σιδηρόκαστρο περιλαμβάνει το σύνολο των προβλεπόμενων στην παρ. 3 του άρθρου 27 και στην παρ. 1 του άρθρου 28 του Κανονισμού (ΕΕ) 2017/459, ήτοι τα ακόλουθα: α) Αναλυτική περιγραφή του έργου επαύξησης δυναμικότητας συμπεριλαμβανομένης εκτίμησης του κόστους του έργου που απαιτείται. β) Επίπεδα προσφοράς για προϊόν δεσμοποιημένης δυναμικότητας στο Σημείο Διασύνδεσης, τα οποία αντικατοπτρίζουν το εύρος της αναμενόμενης ζήτησης για επαυξημένη δυναμικότητα με βάση τα αποτελέσματα της πρώτης φάσης της Διαδικασίας το 2023. γ) Επαρκή αιτιολόγηση για την επιλογή εφαρμογής εναλλακτικού μηχανισμού κατανομής δυναμικότητας, όπως ορίζεται στο άρθρο 30 του Κανονισμού (ΕΕ) 2017/459. δ) Προσωρινά χρονοδιαγράμματα του έργου επαύξησης δυναμικότητας. ε) Γενικούς κανόνες και όρους για τη συμμετοχή στο δεσμευτικό στάδιο κατανομής δυναμικότητας (binding phase), συμπεριλαμβανομένων, ιδίως, των κανόνων για την υποβολή και την αξιολόγηση των προσφορών, τον υπολογισμό και την καταβολή εγγυήσεων, την αντιμετώπιση ενδεχομένων καθυστερήσεων στην παροχή της δυναμικότητας καθώς και προβλέψεις για την περίπτωση διακοπής του έργου, στ) Παράγοντα f για κάθε επίπεδο προσφοράς σύμφωνα με το άρθρο 23 του Κανονισμού (ΕΕ) 2017/459.

Για τους παραπάνω λόγους, αποφασίζει:

1. Την έγκριση του κειμένου «Project Proposal of DESFA and BULGARTRNSGAZ for the Incremental Capacity Process 2023 for the Kulata/Sidirokastro IP», σύμφωνα με τα οριζόμενα στο Κεφάλαιο V του Κανονισμού 2017/459. Το κείμενο προσαρτάται στην παρούσα απόφαση ως «Παράρτημα Α» και αποτελεί αναπόσπαστο τμήμα αυτής.

2. Την κοινοποίηση της παρούσας στη Ρυθμιστική Αρχή Ενέργειας και Υδάτων της Βουλγαρίας, καθώς και στους Διαχειριστές ΔΕΣΦΑ Α.Ε. και Bulgartransgaz EAD.

ΠΑΡΑΡΤΗΜΑ Α – ANNEX A

**Project Proposal
of DESFA and BULGARTRANGAZ
for the Incremental Capacity Process 2023
for the Kulata/Sidirokastro IP**

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This document is published at the websites of DESFA and BULGARTRANGAZ in accordance with article 28(1) of Commission Regulation (EU) No 2017/459 of 16 March 2017.





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**Disclaimer**

Each TSO has acted in good faith to ensure that the information in this Project Proposal is correct as of the date of publication of this Project Proposal, however no representation or warranty is made by any TSO as to the accuracy or completeness of such information and the TSOs will not accept any liability, of any kind, for any inaccuracies or incompleteness in such information. Furthermore, the TSOs shall have no obligation to update the Project Proposal for any changes arising after the date of issue of the Project Proposal. Nonetheless, if new or revised information is provided in the Project Proposal, the TSOs shall have no liability to any third party. TSOs will have no liability to any third party for any acts, omissions, breaches or decisions of the other TSOs or any other third party.





Introduction

Currently, the Hellenic Natural Gas Transmission System (NNGTS or DESFA System), operated by the Hellenic Gas Transmission System Operator S.A. (**DESFA**) and the Bulgarian gas Transmission System, operated by BULGARTRANGAZ EAD (**BULGARTRANGAZ**), are interconnected in the area of the Greek-Bulgarian border in the Interconnection Point “**Kulata/Sidirokastro**” (EIC Code: 21Z00000000020C) (**Kulata/Sidirokastro IP** or the **IP**).

Historically, the IP was mainly operating as an entry point to the NNGTS with a technical capacity, in flow direction from Bulgaria to Greece, of 120.363 MWh/d, equal at both sides of the IP. As a result of the signing of an Interconnection Agreement between BULGARTRANGAZ and DESFA, and the reverse connection of the modernized CS Petrich, reverse flow from Greece towards Bulgaria either as backhaul (version 1 of the IA signed in June 2016) or as physical flow in reverse direction (version 2 of the IA signed in June 2017) is also offered, giving the possibility for natural gas imports to Bulgaria. Currently, for a significant amount of the time, Kulata/Sidirokastro IP operates as an entry point to Bulgaria. The reverse flow capacity is equal to 66.576 MWh/d, equal at both sides of the IP. In addition, interruptible capacity is also available at both flow directions.

Commission Regulation (EU) 2017/459 of 16 March 2017 (**CAM NC**)¹ establishes a harmonized European Union wide process for the offer of incremental capacity between Member States.

The Incremental Capacity Project described herein aims to increase the technical capacity at the IP, where DESFA and BULGARTRANGAZ intend to offer bundled capacity, in the direction from DESFA System towards BULGARTRANGAZ System, as presented in the map below.

DESFA launched a Market Test process in March 2023², the Binding Phase of which is described in the Guidelines approved by RAEWW. The NRAs acknowledge that the Guidelines contain all necessary information about the Market Test, taking into account among others that, the Incremental Capacity Project may affect the amount of technical capacity at other interconnection points, entry or exit points of the DESFA System. The investment upgrades, the offer levels, the binding bid submission rules as well as the Economic Viability Test related to DESFA, are provided in said Guidelines and will be considered in the context of this Incremental Capacity Process. For this reason, DESFA's binding phase of the Market Test will take place simultaneously with this process after the CAM Yearly Capacity Auctions, in line with the timeline of Section 4.2. For the avoidance of any doubt, the Guidelines, attached herein as Annex II, should be considered as an integral part of this Project Proposal.

¹ Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013 / <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32017R0459>

² <https://www.desfa.gr/en/announcements/nngs-users-information/call-of-interest-for-the-allocation-of-future-firm-capacity-in-the-national-natural-gas-system>



For both TSOs the current Incremental Capacity Process refers to the procedure in accordance with Chapter V of CAM NC for the assessment of demand for incremental capacity.

The TSOs launched the non-binding phase of the Incremental Capacity Process on the 3rd of July 2023 in accordance with CAM NC. The TSOs received Non-binding demand indication(s) and produced a joint Demand Assessment Report, which was published on the 23rd of October 2023, to assess market demand for incremental capacity with the conclusion that there was sufficient indicative demand to initiate technical studies for a potential incremental capacity project.

Based on the capacity request(s) received in the non-binding phase, the TSOs have analyzed potential infrastructure developments in their respective Transmission Systems to fulfill interested parties' requests.



For the avoidance of doubt, the TSOs clarify to the interested parties that with this Incremental Capacity Process, only firm bundled capacity at both sides of the IP will be offered.

This Incremental Capacity Project is driven by potential increases of the technical capacity at the IP. Hence, this Incremental Capacity Project is conducted in close coordination between the TSOs, to enable the offering of bundled capacity at the IP.

The next paragraphs provide further information on the alternatives regarding capacity increases and associated costs for each of the TSOs. We note that the investment costs provided in the descriptions below are established in line with established regulatory practices, as individually applicable to each TSO.



DESFA and BULGARTRANGAZ in accordance with the provisions of article 27 (3) of CAM NC, jointly launched a public consultation on the draft Project Proposal prepared with the purpose to meet the received indicative non-binding demand indications. The draft of the present Project Proposal was available for public consultation for the period from the 31st of January 2024 to the 29th of February 2024. BULGARTRANGAZ did not receive any comments during the public consultation. DESFA received comments from one participant during the public consultation which have been considered into the current Project Proposal. The text of the Project Proposal was subject to minor changes before submission to the NRAs for final approval.

The current Project Proposal has been jointly prepared by DESFA and BULGARTRANGAZ in accordance with the provisions of article 28 of CAM NC and constitutes a Project Proposal for the Incremental Capacity Project of the involved TSOs. In line with the provisions of article 28 of CAM NC this Project Proposal is submitted to the Greek and Bulgarian NRAs for their coordinated approval.

1. Description of the Incremental Capacity Project and relative cost estimates

1.1 Market demand for incremental capacity

The following Non-binding demand indications for firm, long-term capacity have been received at the IP, and consequently are considered in the Design Phase of the Incremental Capacity Project. The demand indications are shown below as aggregated values.

Non-Binding Incremental Capacity Demand Survey 2023, according to CAM NC	
Interconnection Point	Kulata/Sidirokastro
EIC Code	21Z000000000020C
Flow Direction	GR→BG
Request is submitted to other TSOs?	Yes
Additional Information (if any)	-
Conditions	*
Current technical capacity, kWh/d	66.576.000
Non-binding demand request [(kWh/d)/y]	



GY 2023-2024	5.000.000
GY 2024-2025	62.120.548
GY 2025-2026	73.120.548
GY 2026-2027	141.470.713
GY 2027-2028	141.470.713
GY 2028-2029	155.920.768
GY 2029-2030	113.320.768
GY 2030-2031	113.320.768
GY 2031-2032	122.770.823
GY 2032-2033	122.770.823
GY 2033-2034	122.770.823
GY 2034-2035	122.770.823
GY 2035-2036	122.770.823
GY 2036-2037	111.770.823
GY 2037-2038	111.770.823
GY 2038-2039	111.770.823
GY 2039-2040	111.770.823
GY 2040-2041	111.770.823
GY 2041-2042	14.520.548
GY 2042-2043	14.520.548

**The only conditionality applicable to some Non-binding demand indications received by DESFA, refers to linked commitments. BULGARTRANGAZ has not received any conditionality applicable to the non-binding indications for the IP.*

Based on the above results, the DAR concluded that the Non-binding demand indications received were sufficient to initiate the Design Phase of an Incremental Capacity Project in accordance with article 26.2 of CAM NC.

1.2 Description of the Incremental Capacity Project

On the basis of the capacity requests received in the non-binding phase, BULGARTRANGAZ and DESFA have started analyzing potential infrastructure developments in their respective Transmission Systems to fulfil interested parties' requests.

As described below, DESFA is able to offer three different expansion projects of its system, leading to three levels of incremental capacity at Kulata/Sidirokastro IP, linked to the increase of capacity on other points of DESFA System in accordance with the Guidelines (Figure 1: Simplified scheme of the proposed Expansion Levels).

BULGARTRANGAZ is able to offer two expansion projects of its system leading to two levels of incremental capacity at Kulata/Sidirokastro IP (Figure 2: Simplified scheme of the proposed



Development Levels (BULGARTRANGAZ)). The implementation of DESFA's Limited Expansion Project will match the incremental capacity of BULGARTRANGAZ's Level 1 Project (Limited Development) and provide an incremental capacity of 35,4 GWh/d at Kulata/Sidirokastro IP.

The implementation of DESFA's projects for Partial and Full Expansion Projects will match the incremental capacity of BULGARTRANGAZ's Level 2 Project (Extended Development) and provide an incremental capacity of 104,4 GWh/d at Kulata/Sidirokastro IP.

1.2.1 DESFA

The levels of incremental capacity offered by DESFA in the framework of this incremental process, are calculated considering the existing technical capacities of DESFA System entry and exit points and the future investments of DESFA System which are already included in DESFA's TYNDP 2023-2032³.

DESFA has performed preliminary technical studies to identify the projects needed to make incremental capacity available at the IP in the direction from DESFA System towards BULGARTRANGAZ System. The technical studies take into consideration the request(s) submitted during the non-binding phase.

As mentioned above, in March 2023, DESFA launched the non-binding phase of a Market Test process. This wider process includes many entry/exit points of DESFA System, also including Kulata/Sidirokastro IP. DESFA assessed expansion projects that create incremental capacity at various points of DESFA's System at the same time. This evaluation is a broader assessment that aims to determine the projects which will more efficiently satisfy incremental capacity requests at every entry and exit point of the DESFA System for which the participants expressed their interest through the relevant process and is included in the Guidelines. So, regarding DESFA System expansion projects, three different levels have been assessed and are presented below. These expansion projects include duplication of the main branch of DESFA System with 30" pipeline, as well as Compression Stations' (CS) upgrades.

³ [Development Plan 2023-2032_6.2023.pdf \(desfa.gr\)](#)



Figure 1: Simplified scheme of the proposed expansion projects

The assessments described above collectively resulted to the projects presented next. Thus, the capacity created by the said projects includes the creation of incremental capacity at Kulata/Sidirokastro IP, along with other points of DESFA. It is noted that in the final assessment for the determination of the appropriate Expansion Project (if any) and the Economic Viability Test (EVT), Kulata/Sidirokastro IP will be assessed together with other points of the NNGTS which are part of DESFA's Market Test.

The Offer Level(s), as well as the respective investments described in this document may be subject to changes during the subsequent stages of the Design Phase and especially after the public consultation phase. The different Expansion Projects are described below.



Expansion Project	Duplicated section	Length (km)	Maximum upgrade of Nea Messimvria CS	Maximum upgrade of Ampelia CS
Full	Patima – Nea Messimvria	410	Considerable	Moderate/Considerable
Partial	Katerini - Livadia	250	Moderate	Small
Limited	Rapsani - Brallos	160	Small	None

The estimated cost of the above-mentioned duplication projects is given in the table below:

Expansion Project	Duplicated section	Length (km)	Cost Estimation (mill.€)
Full	Patima – Nea Messimvria	410	574
Partial	Katerini - Livadia	250	350
Limited	Rapsani - Brallos	160	224

The estimated cost of the above-mentioned CS upgrades is given in the table below:

Upgrade of Nea Messimvria CS	Cost Estimation (mill.€)	Upgrade of Ampelia CS	Cost Estimation (mill.€)
Considerable	67,5	Considerable	60
Moderate	45	Moderate	30
Small	22,5	None	-

In order to estimate the final cost of the expansion projects, the cost of the CSs upgrades must be added to the duplication cost per expansion project (Full, Partial or Limited). However, this cost can be correctly estimated only ex post (after the submission of the binding requests) since the upgrade of the CSs is strongly dependent on the actual capacity requested per entry/exit point. At this phase DESFA has estimated the maximum CS upgrade needed per expansion project (Full, Partial or Limited). These maximum CS upgrades correspond to respective maximum investment costs. After the submission of the binding requests, DESFA will evaluate the level of the CS upgrades and the relevant cost which will be at maximum the presented in the tables above.



It is clarified that DESFA will perform the EVT (in line with the timeline of Section 4.2) considering the estimated cost of the selected expansion project (including the CSs upgrades) based on the outcome of the Market Test process performed by DESFA according to the Guidelines.

1.2.2 BULGARTRANGAZ

The levels of incremental capacity offered by BULGARTRANGAZ in the framework of this incremental process, are calculated taking into account the existing technical capacities of BULGARTRANGAZ System entry and exit points.

BULGARTRANGAZ has conducted preliminary technical studies to identify and design the projects needed to make incremental capacity available at Kulata/Sidirokastro IP in the direction from DESFA System towards BULGARTRANGAZ System. The technical studies are based on technical feasibility and take into consideration the results from the joint Demand Assessment Report and the request(s) submitted during the non-binding phase of the incremental capacity process.

Two projects have been identified, resulting in two levels of incremental capacity for covering the non-binding incremental capacity demand for Kulata/Sidirokastro IP in Section 1.1.

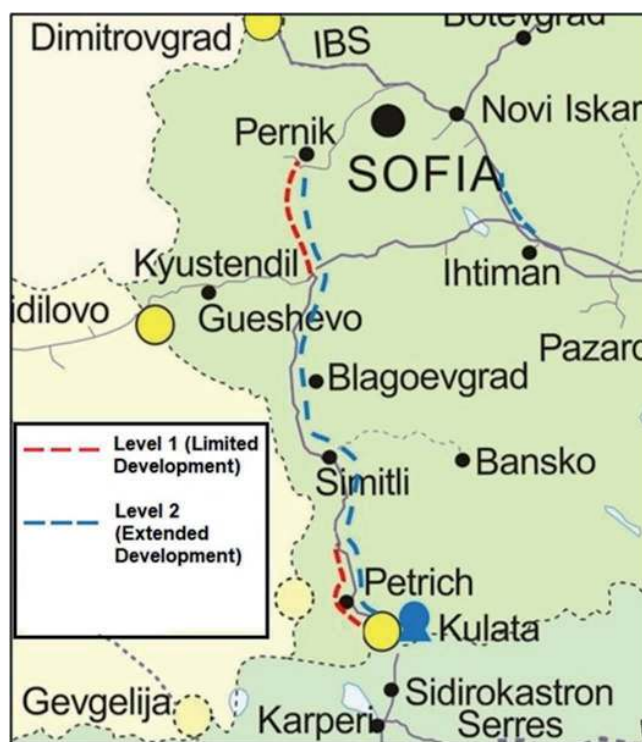


Figure 2: Simplified scheme of the proposed Development Levels (BULGARTRANGAZ)



Level 1: Incremental capacity of 35,4 (GWh/d), (gas direction DESFA -> BULGARTRANGAZ)

The Level 1 project for achieving a total of 35,4 GWh/d incremental capacity on BULGARTRANGAZ's side of the Kulata/Sidirokastro IP in the direction from Greece to Bulgaria includes the construction of a 47 km looping DN700 (Kulata - Kresna) and a 50 km new gas pipeline DN500 (Piperevo - Pernik). The new infrastructure will provide incremental capacity from Greece to Bulgaria in the amount of 35,4 GWh/d.

Incremental Capacity of 35,4 GWh/d can be fulfilled with the option for Limited Expansion Project of DESFA and Level 1 of the Project (Limited Development) of BULGARTRANGAZ.

The estimated indicative total cost for the realization of the Level 1 project amounts to 122,5 mill. €.

The Level 1 project is envisaged to be completed by Q2 2026.

Level 2: Incremental capacity of 104,4 (GWh/d), (gas direction DESFA -> BULGARTRANGAZ)

The Level 2 project for achieving a total of 104,4 GWh/d incremental capacity on BULGARTRANGAZ's side of the Kulata/Sidirokastro IP in the direction from Greece to Bulgaria upgrades the Level 1 project. It includes the incremental capacity for Level 1 of 35,4 GWh/d. In addition to the construction of 47 km of looping DN700 (Kulata - Kresna) and 50 km of new gas pipeline DN500 (Piperevo - Pernik), the Level 2 project includes extension of the looping from Kresna to Piperevo with additional 82 km DN700, replacing a 50 km DN700 section Ihtiman-G. Bogrov, installing an additional 9 MW GTCU at CS Petrich and reconstruction and reverse pipings at CS Ihtiman.

The estimated indicative total cost for the realization of the Level 2 project amounts to 307,2 mill. (which includes the cost of 122,5 mill. € for Level 1 and the cost of 184,7 mill. € for the remaining activities described above).

Level 2 of the project is envisaged to be completed in Q3 2029.

Expansion	Infrastructure	Length (km)	CS (MW)	Incremental capacity (GWh/d)	Indicative total cost (mill. €.)
Level 1	Kulata – Kresna Piperevo - Pernik	47 50	N/A	35,4	122,5



Level 2	Kulata – Kresna Piperevo – Pernik Kresna - Piperevo Ihtiman-G. Bogrov	47 50 82 50	additional 9 MW GTCU at CS Petrich	104,4	307,2
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2. Offer Levels

According to the different project configurations described above, the Offer Levels can be developed through the DESFA System Expansion Projects described in Section 1.2.1, each of which has a different cost and completion date. **The final upgrade scenario for DESFA will be decided on the basis of the outcome of the Binding Phase of the Market Test.** Incremental capacity will be offered as bundled product to Participants with the earliest possible start date being the relevant planned COD. In line with the provisions of articles 8.8 and 30.5 of the CAM NC, DESFA and BULGARTRANGAZ will set aside an amount of minimum 10% of the capacity of the actually built incremental capacity to be offered as short-term capacity. The Offer Level(s) in the table below represent the long-term capacity that could be allocated in the Binding Bidding Phase of this Incremental Capacity Project.

	Offer Levels (GWh/d)			Entry / Exit TSO offering capacity
Expansion Project	Limited	Partial	Full	
Firm incremental capacity	35,4	104,4		Exit DESFA / Entry BULGARTRANGAZ
Offered incremental capacity	31,9	94		
Starting date	Q4 2028	Q3 2029	Q4 2029	

For the avoidance of doubt, DESFA and BULGARTRANGAZ clarify to the interested parties that with this Incremental Capacity Process, only firm bundled capacity at both sides of the IP will be offered.

In case the planned project regarding the finalization of the infrastructure development of the BULGARTRANGAZ System or DESFA System is completed prior to the completion of the project on DESFA's side or BULGARTRANGAZ's side respectively, the concerned TSO reserves the right to offer the incremental capacity as firm unbundled capacity available as standard capacity products.



3. Alternative Allocation Mechanism (AAM)

In order to maximize the offer of bundled firm capacity at the IP, DESFA and BULGARTRANGAZ intend to apply an Alternative Allocation Mechanism (**AAM**) with an extended capacity booking horizon of 20 years after the start of the operational use, subject to the approval of the NRAs.

The criteria envisaged under article 30.2 of CAM NC for the potential application of an AAM are fulfilled, since

- The Incremental Capacity Project involves at least three entry-exit systems, indicatively, DESFA System, IGB and BULGARTRANGAZ System.
- The Non-binding demand indications received were linked to more than one interconnection points.
- The Non-binding demand indications concern capacity reservations of more than one (1) year.

In accordance with the provision of article 30.3 of the CAM NC, the TSOs intend to allow interested parties to submit Binding Bids on the following basis:

- Requests at the IP linking commitments at other interconnection points.
- Requests, conditional on the allocation of a minimum amount of capacity.

Furthermore, DESFA intends to allow interested parties to submit Binding Bids at the IP linking commitments at other points of DESFA System according to the Guidelines.

Binding Bids will be processed subject to the Participants meeting the requirements set out in Section 5.1. In the event of congestion, in order to ensure coherent allocation results for the TSOs, a ranking will be performed according to Section 5.4 and the Guidelines.

4. Provisional Timeline

This Section describes the proposed timeline for the conclusion of the Incremental Capacity Project and provides estimates of the possible time needed for the realization of the new incremental capacity.

4.1 Incremental Capacity Process Timeline

NRAs decision on the Project Proposal is awaited at the end of April 2024, on the condition of NRAs decision. The Binding Phase will commence with the publication of the Binding Phase Notice. The Binding Phase Notice is expected to be published at the latest at the beginning of May 2024.



Within the initial two-month information phase commencing upon the issue of the Binding Phase Notice (Information Phase), the parties interested in participating in the Binding Bidding Phase should complete their registration with the concerned TSOs (as applicable per TSO) in order to participate in the Binding Bidding Phase.

At the beginning of the Information Phase, together with the Binding Phase Notice, BULGARTRANGAZ and DESFA will make available a list of the relevant documentation that needs to be submitted by the Participants for their registration and the respective deadline for submission of such documentation.

Incremental capacity will be offered after the annual yearly capacity auctions in July 2024. TSOs shall offer the incremental capacity together with the respective available capacity, if any, in the same process. Only coordinated offer levels shall be offered.

Following the end of the abovementioned process, DESFA and BULGARTRANGAZ will proceed with the Economic Viability Test (EVT), as applicable for each TSO. In case of a positive EVT, Participants to whom capacity has been allocated shall sign a Gas Transportation Agreement (GTA)/Capacity Booking Agreement (CBA) with each TSO in respect to their Capacity Allocation.

The Binding Phase ends either in case the EVT is finally confirmed as negative by the TSOs or in the cases foreseen in Section 5.7.

4.2 Milestone Timeline

	Milestones	Dates
	Launch of Binding Phase / Publication of the Joint Notice	2 May 2024
1	Information Phase	2 May 2024 - 1 July 2024



	Milestones	Dates
	DESFA and BULGARTRANGAZ make available a list of documentation to be submitted to each TSO	2 May 2024
	Registration Period	2 May - 24 June 2024
	DESFA and BULGARTRANGAZ evaluate the Applicants' eligibility	25 June – 01 July 2024
2	Binding Bidding Phase	2 July – 30 September 2024
	Bid Submission Window	2 July - 12 July 2024
	Bid Evaluation Period	12 July – 31 July 2024
	Preliminary Capacity Allocation	1 August - 30 August 2024
	Economic Viability Test Results published	31 August 2024
3	Capacity Allocation	31 August 2024
4	Execution of GTAs	30 September 2024

After the finalization of the above-mentioned steps, the TSOs will inform the NRAs about the result of the EVT on both sides of the IP. **In any case, the TSOs may postpone, extend, or alter the above timeline if needed.**

4.3 Duration of project realization

4.3.1 DESFA

For DESFA, as mentioned above, the investment upgrades related to DESFA are linked to the Market Test and subject to positive EVT in accordance with the Guidelines. Regarding Full Expansion Project, DESFA estimates that the duration of the activities from the design until the commissioning of the projects needed will be approximately 60 months after the date of "Execution of GTAs" of Section 4.2.

Regarding Partial Expansion Project, DESFA estimates that the duration of the activities from the design until the commissioning of the projects needed will be approximately 55 months after the date of "Execution of GTAs" of Section 4.2.

Regarding Limited Expansion Project, DESFA estimates that the duration of the activities from the design until the commissioning of the projects needed will be approximately 50 months after the date of "Execution of GTAs" of Section 4.2.



In any case, it must be noted that the above-mentioned timeframes, which include major investments, are indicative and will be clarified during the technical studies phase, which will start after the positive outcome of the procedure.

4.3.2 BULGARTRANGAZ

The selection of the incremental capacity project will depend on the outcomes of the Binding Phase. The implementation timelines for the two projects differ. The Level 1 incremental capacity project for 35,4 GWh/d is expected to be commissioned by the end of Q2 2026, while the Level 2 project for 104,4 GWh/d is expected to be commissioned by the end of Q3 2029.

However, the timeframe is provisional and may undergo potential adjustments in the future, depending on the positive outcome of the economic test on the Bulgarian side, the conclusion of the Incremental Capacity Procedure with approval by the respective NRAs, the conclusion of the CBA/GTA with the respective TSOs, delays resulting from holding public procurement procedures, securing financing and completion of construction works.

5. General rules and conditions for the Binding Phase

This Section describes the general rules and conditions which the involved TSOs will apply for the participation of interested parties in the Binding Phase.

The Binding Phase will be open to all interested parties, including those that have not submitted a non-binding demand indication during the non-binding phase of the Incremental Capacity Process or the Market Test. Access to the transportation service on the respective TSOs systems is permitted impartially and on an equal basis to all interested parties that possess the specific requirements as presented below in this document.

Together with the Binding Phase Notice, the TSOs Concerned will make available a list of the relevant documentation that needs to be submitted by the Participants for their eligibility to participate in the Binding Bidding Phase and the respective deadline for submission of such documentation.

Incremental capacity will be offered as bundled products to the Participants.

5.1 Participation criteria and registration

The requirements referred to in this Section will apply to this Binding Phase carried out by the TSOs.

Applicants will have to submit filled-in Binding Phase Registration Forms to the TSOs, which will be provided together with the Joint Notice and each TSO's own Binding Phase Notice. The



information to be submitted by Applicants shall include (but not be limited to) the following information:

- Company Name and Address.
- Name and contact details of Company Representative.

The above registration requirements apply in addition and subject to each TSO's further requirements in relation to registration and their applicable regulatory framework, in each case.

Applicants must submit (within the required deadlines) all the documents needed, as described in this Section, each TSO's own Binding Phase Notice and the Joint Notice.

At the end of the Registration Period, the TSOs will communicate to Applicants their eligibility to participate in the Binding Bidding Phase.

By participating in a Binding Bidding Phase, each Participant will be required to accept that:

- the Capacity Allocation referred to in the Incremental Capacity Process is subject to the positive outcome of the EVT of the TSOs Concerned, in accordance with the Project Proposal and the Guidelines;
- in case of a negative outcome of the EVT carried out prior to Capacity Allocation, the TSOs Concerned shall, if applicable, return any Bank Guarantees submitted as part of the registration or with the Binding Bid and no transmission capacity will be contractually or otherwise allocated;
- in case of a positive outcome of the EVT carried out prior to Capacity Allocation, the successful Participant shall enter into a GTA and, if applicable, present to the TSOs the respective Bank Guarantees as described below in Section 5.7;
- in case a Participant is not allocated incremental capacity after a positive EVT, the Bank Guarantees shall be returned; and
- if the Participant is allocated capacity but the GTA between the TSO and the Participant is not executed between the relevant Parties or does not, for any reason, become fully effective, the Participant will be subject to TSO-specific rules as set out below.

5.1.1 DESFA

Applicants will be required to state the possession of or submit to DESFA relevant requirements defined in the NNGS Network Code, Annex I of the NNGS Standard Transmission Agreement and the relevant Application. Only Transmission Users, as defined in the NNGS Network Code, can submit binding bids for capacity in DESFA System, in the Binding Bidding Phase. The specific requirements that must be fulfilled by the interested parties will be defined in detail in the Binding



Phase Notice. DESFA shall not allow any interested party to submit Binding Bids if these requirements are not met and even if submitted shall be rejected for this reason.

Any statement of possession of requirements (requests, commitments, declarations or acceptances), as well as any request/communication or expression of will, made by the Applicant, including via the relevant functionality of DESFA's website, constitutes a formal obligation and commitment on the part of the Participant, which accepts – even in respect of third parties – any and all liability arising from any breaches/errors or omissions.

Participants shall be required to provide to DESFA within the required deadlines a Bank Guarantee (Binding Bid Guarantee), cashable at first request of DESFA, issued by any Greek financial institute supervised by the ECB (systemic Banks, namely any of Alpha Bank, Eurobank, National Bank of Greece and Piraeus Bank) including their subsidiaries or any Greek branch of an internationally reputable bank with a minimum investment grade credit rating from the following Agencies: BBB at Standard and Poor's, BBB at Fitch or Baa3 at Moody's, or any internationally reputable bank with a minimum investment grade credit rating (as described above), or any subsidiary of an internationally reputable bank with a minimum investment grade credit rating (as described above), or any subsidiary of an internationally reputable bank without a minimum investment grade credit rating (or without any rating at all), provided that the Bank Guarantee is counter-guaranteed by any internationally reputable bank with a minimum investment grade credit rating (as described above); which has been approved in advance by DESFA, at its sole discretion, equal in value to 20% of the maximum annual capacity charge (based on the reference price made available by DESFA, including any premium) of the incremental capacity they intend to request, valid until two (2) months from the execution of the GTAs according to Section 4.2). For the calculation of the Binding Bid Guarantee the sum of the Reference Price and the respective Mandatory Minimum Premium per Offer Level, according to Section 6.2.1 and 6.2.2, shall be calculated and the maximum of the three sums shall be used, i.e. 5,9688396 €/((kWh/h)/y).

The reference price and any premium applicable, according to the provisions of the relevant tariff regulation, as approved by RAEWW, will be published on DESFA's website during the Information Phase.

Binding Bids by Participants will be accepted only within the limits of the guarantees which will have been presented to DESFA according to the provisions above. By submitting a binding request to DESFA, the Participant accepts that said request will constitute an irrevocable commitment to enter into a GTA with DESFA, subject to positive EVT.

The Binding Bid Guarantee provided to DESFA by each Participant will be returned to such Participant once:

- DESFA confirms that the Participant will not be allocated incremental capacity.



- DESFA's EVT is finally determined to be negative (in accordance with the provisions of Section 5.6), or
- If the Participant is allocated incremental capacity, upon the presentation to DESFA of the GTA Bank Guarantee described in Section 5.7.

5.1.2 BULGARTRANGAZ

a. Applicants who wish to participate in the Binding Phase shall register by taking into account the published deadlines.

Applicants should fill out a registration form, duly signed by a person/persons authorized to sign legally binding documents for the company, and submit it to BULGARTRANGAZ.

Along with the registration form, the following documents are to be submitted:

- ***a document attesting the current legal status of the Applicant*** – an extract from the commercial register. The document shall be issued no earlier than one month prior to the date of registration form submission and it should make clear the persons authorized to sign legally binding documents on behalf of the Applicant;
- ***original documents certifying that the Applicant is not in bankruptcy, liquidation proceedings and has not been declared bankrupt.***
In the event that the national legislation of the country in which the Applicant is established does not provide for issuance of such documents by state authorities, the Applicant shall submit a written declaration, signed by a duly authorized person, confirming that such a document cannot be issued under the relevant national legislation and that the Applicant is not in bankruptcy, liquidation proceedings and has not been declared bankrupt;
- ***an explicit notarised power of attorney*** if the registration form shall be signed by a person not entered in the Commercial Register as having the right to represent the company and to sign legally binding documents on behalf of the company;

All above-mentioned documents shall be submitted in original in the language in which they were issued and, if necessary, accompanied by a translation in Bulgarian or English. The documents shall be certified by an apostille in accordance with the 1961 Hague Convention and the translation must be notarised (made by a sworn translator).

BULGARTRANGAZ must confirm the successful registration.

b. Participants are required to submit to BULGARTRANGAZ a **bank guarantee** (a binding bid guarantee) within the published deadlines.



Participants shall be required to provide to BULGARTRANGAZ within the required deadlines a Bank Guarantee, unconditional, irrevocable, cashable at first request of BULGARTRANGAZ, issued by any EU bank with a minimum investment grade credit rating from the following Agencies: BBB at Standard and Poor's, BBB at Fitch or Baa3 at Moody's, or any subsidiary of an EU bank with a minimum investment grade credit rating (as described above); which has been approved in advance by BULGARTRANGAZ, at its sole discretion, with minimum value of 2% of the total cost of the incremental capacity they intend to request (based on the indicative reference price made available by BULGARTRANGAZ, (including any premium), valid until two (2) months from the execution of the GTAs/CBAs according to Section 4.2). For the calculation of the Binding Bid Guarantee the sum of the Reference Price and the respective Mandatory Minimum Premium for Offer Level 2, shall be used.

The bank guarantee shall be issued in Euro, calculated at the Bulgarian National Bank fixed exchange rate Euro/BGN.

Binding Bids by Participants will be accepted only within the limits of the guarantees which will have been presented to BULGARTRANGAZ according to the provisions above. By submitting a binding request to BULGARTRANGAZ, the Participant accepts that said request will constitute an irrevocable commitment to enter a GTA with BULGARTRANGAZ, subject to positive EVT.

The Binding Bid Guarantee provided to BULGARTRANGAZ by each Participant will be returned to such Participant once:

- BULGARTRANGAZ confirms that the Participant will not be allocated incremental capacity.
 - The EVT is finally determined to be negative at any side of the IP (in accordance with the provisions of Section 5.6), or
 - If the Participant is allocated incremental capacity, upon the provision to BULGARTRANGAZ of the GTA Bank Guarantee described in Section 5.7.
- c. BULGARTRANGAZ will publish on its own website the estimated value of the indicative/reference price and any premium applicable in accordance with the provisions of the relevant tariff regulation, as approved by EWRC during the Information Phase.
- d. Binding bids from participants will be accepted only within the limits of the guarantees that will be presented to Bulgartransgaz in accordance with the provisions above.
- e. By submitting a binding bid to BULGARTRANGAZ, the participant assumes that it will constitute an irrevocable commitment to conclude a CBA (Capacity Booking Agreement) with BULGARTRANGAZ, according to the successful outcome of the procedure.



5.2 Binding Bid Process

During the Binding Bidding Phase, Participants will have to submit their Binding Bids for incremental capacity products at the IP to both TSOs. These Binding Bids should match, having identical start and end dates, and identical capacity requested per gas year. For Binding Bids that do not meet these requirements the TSOs shall apply the 'lesser-of' rule for every year of mismatch.

Participants shall specify in each Binding Bid:

- If a Binding Bid is a **Linked Bid*** as per the indications from the Binding Bid Form.
- **The capacity requested (in kWh/day)**. Capacity requested cannot exceed the maximum incremental capacity on offer at the IP, as defined in Section 2.
- **The requested start date of the bid.**
- **The requested end date of the bid.**
- **Indication whether capacity reduction is acceptable or not.** Participants must also indicate whether they will accept a reduction in their Capacity Allocation (and up to which amount) in the event of congestion and their bid happens to be marginal. For Linked Bids, any reduction in capacity at the IP where the Linked Bid is assessed as being marginal will result in an equal reduction in incremental capacity at the linked IP/entry/exit point (it should be noted that bundled capacity is reduced by the same amount at both sides of the IP).

***Linked bid is only applicable for DESFA.** Linked bids are considered as linked on DESFA's side of the IP, while on BULGARTRANGAZ's side, such bids will be considered as Binding Bids for capacity allocation at Kulata/Sidirokastro IP only.

Thus, lesser rule shall be applied during alignment of preliminary capacity allocation.

The information provided to DESFA and BULGARTRANGAZ must be identical, and the submitted Binding Bids for Kulata/Sidirokastro IP should match, otherwise risking to be curtailed when applying lesser rule during preliminary capacity allocation.

Incremental capacity will be offered as bundled products to Participants for a minimum duration of 3 (three) consecutive years, with the earliest possible Gas Year being the Gas Year that includes the earliest COD of the Offer Levels provided (*Section 2*) and the latest possible Gas Year for capacity being Gas Year 2048/49.

Participants may submit only one Binding Bid for the IP. As a basic rule, in a single Binding Bid, Participants may specify only one value of incremental capacity for all gas years requested. A Binding Bid may however indicate a ramp-up over the first two years of the period to which the Binding Bid relates, with a minimum value for the first year of 40% of capacity and 70% for the second year and/or a ramp-down over the last two years of the period to which the Binding Bid relates, with a minimum value for the second last year of 70% of capacity and 40% for the last year.



A Binding Bid does not have to specify a bid price, as the price applicable to the incremental capacity for the purposes of the evaluation process shall be equal to the Reference Price plus any premium where applicable.

By submitting a Binding Bid Form, a Participant will be deemed to have agreed to the terms and process set out in this Project Proposal and the Joint Notice published by the TSOs Concerned, the Binding Phase Notice of each TSO, as well as with the Guidelines, including the process regarding the overall Project Proposal and the potential liability of the Participant in connection with a GTA not being executed between the relevant parties or not becoming fully effective in accordance with its terms and/or the termination or modification of the Incremental Capacity Process (see further detail in Section 5.1 and 5.7).

The above requirements apply in addition and are subject to each TSO's further requirements in relation to Binding Bid content and their applicable regulatory framework, in each case.

With regard to the Kulata/Sidirokastro IP, registration documentation and Binding Bids for incremental capacity products submitted to DESFA during the Binding Bidding Phase, shall be considered as if they were also submitted to DESFA within the context of DESFA's Market Test for the expansion of DESFA System. Registration documentation and Binding Bids submitted to DESFA within the context of the Market Test concerning the Kulata/Sidirokastro IP shall be considered as if they were also submitted to DESFA within the context of this Project Proposal. No other Binding Bid shall be required to be submitted by the Participants to DESFA and, if submitted, shall be rejected.

During the Binding Bidding Phase, Participants will have to submit the same Binding Bids for incremental capacity products at Kulata/Sidirokastro IP to BULGARTRANGAZ in accordance with the rules set out in this document (including all annexes where applicable information is provided).

In a Linked Bid the capacity requested at a DESFA entry point must equal the exit capacity requested at the IP. For DESFA System, Linked Bids are considered as bids for firm entry and firm exit capacity. DESFA shall have the right to convert a Linked Bid to a Coupled Capacity product in case this turns a negative EVT to positive, unless the Participant has explicitly declared, in its Binding Bid, its non-acceptance for such conversion.

In relation to the allocation of bundled capacity, in the event of a delay or misalignment in the COD for an adjacent TSO, DESFA and BULGARTRANGAZ have the right (but not obligation) to agree and implement ways of mitigating the consequences of such delay or misalignment, including by making adjustments to any bundled Capacity Allocation as may be agreed with the relevant Participant. Any such mitigation is expected to be finally neutral to DESFA and BULGARTRANGAZ.

The respective annual capacity charge by DESFA and BULGARTRANGAZ, according to the provisions of the relevant tariff regulation, as approved by RAEWW and EWRC (to be used as estimated reference price for the duration of the initial incremental capacity requests), will be published on both TSOs' websites during the Information Phase. If required, the TSOs may specify a premium charged on top of the Reference Price in accordance with article 33 of Commission



Regulation (EU) 2017/460, subject to the approval of the corresponding NRA. There will be no other additional auction premia charged. Bids will have to be submitted inside the Bid Submission Window in accordance with the instructions that will be provided in the Joint Notice published by the TSOs, as well as with the Binding Phase Notice of each TSO.

5.3 Bid evaluation

At the end of the Bid Submission Window, each TSO will assess the respective received Binding Bids for completeness and compliance with the relevant requirements set out under this Project Proposal, the Joint Notice, the Binding Phase Notice issued by each TSO (including, where capacity is being made available as bundled capacity, that equal Binding Bids have been made to each of the TSOs Concerned) and the Guidelines. Those Binding Bids that are accepted at this stage will be considered as part of the preliminary Capacity Allocation procedure of Section 5.4. In case of rejection of a Binding Bid, the relevant TSO shall (without prejudice to the procedure applicable to Equal Marginal Bids) notify the relevant Participant of such rejection and the other TSOs Concerned within 5 Business Days from the end of the Bid Submission Window. For the avoidance of doubt, the rejecting TSO shall have no liability whatsoever to the other TSOs Concerned, the relevant Participant or any other party in connection with such rejection.

5.4 Preliminary Capacity Allocation Procedure (Bid Ranking)

The rules for preliminary Capacity Allocation of incremental capacity at the IP are described below. If a TSO curtails or rejects any Binding Bid at an IP where capacity is made available as bundled capacity, the bundled Binding Bid submitted to the other TSO Concerned will also be curtailed or rejected to the same extent.

The IP shall be considered congested either:

- i. when the sum of the requested capacity at the IP exceeds the maximum offered capacity according to Section 2 or
- ii. when the sum of the requested capacity at a cluster of points that a) includes the IP or b) includes other points of DESFA System linked with the IP through Linked Bids, exceeds the maximum offered capacity at that cluster (either a) or b)), according to the Guidelines.

The TSOs will undertake the actions listed below:

- For each year, the sum of Binding Bid capacity requests is calculated at the IP and at any interconnection point and any entry point where incremental capacity is offered.
- If there is no congestion at the IP, the TSOs Concerned shall undertake a preliminary capacity allocation, under which capacity allocated to each Participant is equal to the capacity requested by such Participant, and proceed with the EVT process set out in Section 5.6.
- If there is congestion at the IP, Participants are ranked according to the NPV of their



Binding Bids and, subsequently, their Binding Bids are also ranked according to their NPV. The NPV used for the ranking takes into account the Binding Bids at the IP and the bids at any other point of DESFA System where incremental capacity is offered according to the Guidelines.

- In case of Linked Bids, the NPV includes revenues in DESFA System from the linked DESFA entry point and the IP.
- A Marginal Bid is being allocated the remaining incremental capacity unless the Participant has explicitly declared, in its Binding Bid, non-acceptance of such a capacity reduction. If the Participant of such Marginal Bid has declared non-acceptance of capacity reduction, the remaining capacity is allocated to the next Participant with a lower NPV ranking. If there is no other Participant with a lower NPV ranking, only the allocated capacity (without such Participant) will be considered in the EVT.
- Curtailment of Marginal Bids shall be conducted according to the provisions of the Guidelines.
- In the case of two or more Equal Marginal Bids, Section 5.5 shall apply.
- If a Linked Bid happens to be a Marginal Bid or one of Equal Marginal Bids, an equal capacity reduction shall be made by the TSOs Concerned, where applicable, at the linked interconnection/entry/exit points.
- The outcome of the preliminary allocation process shall include the successful Offer Level, the Binding Bids received and the preliminary capacity allocated per Participant.

The timescales and the procedural details related to the bid submission process will be specified in the Joint Notice published by the TSOs and the Notice of each TSO.

5.5 Allocation of Equal Marginal Bids (EMB)

In case two or more Marginal Bids have the same ranking according to Section 5.4 (Equal Marginal Bids), the Equal Marginal Bids shall be curtailed on a pro-rata basis so that there is no Marginal Bid remaining.

5.6 Economic Viability Test

The Economic Viability Test (EVT) is carried out separately by each TSO at their side of the relevant IP.

For both DESFA and BULGARTRANGAZ, the EVT takes into account the present value of the estimated increase in its allowed revenue multiplied by the f-factor (see Section 5.11) as approved by the relevant NRA and the present value of binding commitments of Participants for incremental capacity, which is calculated as the discounted sum of the respective Reference Prices



(and any potential premium) multiplied by the amount of contracted incremental capacity according to article 22 of CAM NC, following any potential bid ranking, if needed.

The outcome of each EVT will be either positive or negative according to the provisions of article 22.2 of CAM NC and taking into account that:

- For DESFA the EVT shall concern the DESFA side of the IP, and shall include the DESFA side of any interconnection point and any entry point where incremental capacity is offered according to the Guidelines. Costs concern all costs associated with the expansion of DESFA System to meet each Offer Level, according to Section 1.2.1.
- For BULGARTRANGAZ, the EVT shall concern the BULGARTRANGAZ side of the IP.

The following results are anticipated following each TSO carrying out their EVT:

- Each TSO will verify their EVT. If positive for both TSOs Concerned, capacity is allocated according to the bid ranking.
- If the EVT is negative for DESFA, DESFA reserves the right to examine the possibility to implement any, or a combination of any, of the following so that the EVT turns to positive:
 - Convert Linked Bids to Coupled Capacity products, unless the Participant has explicitly declared, in its Binding Bid, non-acceptance of conversion.
 - Adjust the f-factor upon approval by RAEWW.
 - Discuss, on a reasonable effort basis, with the Participants from the Binding Phase any potential future changes to their respective bookings.
 - Investigate whether a lower Offer Level or a customized technical solution meeting all or part of the demand, potentially curtailing Binding Bids according to Section 5.4, upon approval by RAEWW. Curtailment may impact the Offer Level to be tested at the IP. If DESFA curtails or rejects any Binding Bid at the IP where capacity is made available as bundled capacity, the bundled Binding Bid made with the other TSO Concerned will also be curtailed or rejected to the same extent.
- If the EVT is negative for BULGARTRANGAZ, BULGARTRANGAZ reserves the right to examine the possibility to implement any, or a combination of any, of the following so that the EVT turns to positive:
 - Adjust the f-factor upon approval by EWRC.
 - Discuss, on a reasonable effort basis, with the Participants from the Binding Phase any potential future changes to their respective bookings.
 - Investigate whether a lower Offer Level or a customized technical solution meeting all or part of the demand, potentially curtailing Binding Bids according to



Section 5.4, upon approval by EWRC. Curtailment may impact the Offer Level to be tested at the IP. If BULGARTRANGAZ curtails or rejects any Binding Bid at the IP where capacity is made available as bundled capacity, the bundled Binding Bid made with the other TSO Concerned will also be curtailed or rejected to the same extent.

- According to article 24.4 of CAM NC if a redistribution of revenues could potentially lead to a decrease in the level of binding commitments for contracting capacity required for a positive single economic test outcome, TSOs may submit to the NRA(s) for coordinated approvals the mechanisms for a redistribution of revenues from incremental capacity.
- If after the above actions, where possible, the EVT for DESFA is positive but the bids at the IP still lead to a negative EVT for BULGARTRANGAZ, no capacity allocation will take place at the IP. DESFA shall have the right to conduct an EVT excluding the IP for the rest of the interconnection points and entry points where incremental capacity is offered in the Market Test according to the Guidelines.

In case at the time of the Binding Bidding Phase there is capacity already available at the IP, the TSOs will first allocate to the Participants the already available capacity and, subsequently, any incremental capacity. If, according to the aforementioned procedure, no incremental capacity is allocated at the IP and no incremental capacity is allocated at other points of the DESFA System that are linked to the IP by at least one Linked Bid:

- a) The available capacity at the IP shall not be allocated to the Participants, and
- b) DESFA shall exclude from the EVT calculations the revenues from the Binding Bids at the IP.

The TSOs shall jointly communicate the EVT results of the Binding Bidding Phase to respective Participants no later than the date set for milestone “3. Capacity Allocation” as per Section 4.2, subject to the present Section in case of a negative EVT.

5.7 Gas Transportation Agreement

Each successful Participant shall enter a GTA with the TSO Concerned according to the respective applicable regulatory framework in relation to the allocated capacity.

In addition to the TSO-specific requirements, TSOs have aligned a number of key timings and milestones in the GTA process – these concern:

- Countersignature or signature of the relevant GTAs by the date set for milestone “4. Execution of GTAs” as per Section 4.2;
- The GTA(s) becoming fully effective upon a set of specific Conditions Precedent being met to the satisfaction of each TSO by the Long Stop Date;



- Closing of the Incremental Capacity Project and declaring the GTAs void if the Conditions Precedent are not met or waived by respective TSOs by the Long Stop Date.

Further details, reflecting applicable law and commercial specifics are provided, in relation to each TSO below.

5.7.1 DESFA

In case of a positive EVT, each Participant is bound to the commitments arising from the successful outcome of the procedure.

DESFA will send to the Participant(s) that have been allocated capacity the GTA, which must be returned to DESFA, signed by the Participant no later than the date set for milestone “4. Execution of GTAs” as per Section 4.2.

It is intended that the final positive outcome of the EVT leading to the realization of the Incremental Capacity Project is subject to the execution of the GTA(s) by all the Participants(s) with successful binding commitments. DESFA may waive said requirement for execution of the GTA(s) by all the Participants(s) with successful binding commitments, in case the non-execution of one or more of the GTAs does not alter the result of the EVT to negative and upon consultation with RAEWW.

The signed by both parties (DESFA and the Participant) GTA(s) will each become fully effective upon a set of Conditions Precedent being met to the satisfaction of DESFA, including:

- DESFA’s relevant part of the Incremental Capacity Project, as described in Section 1.2.1, has been unconditionally included in DESFA’s latest approved TYNDP and DESFA has proceeded with an FID by the Long Stop Date.
- The relevant GTAs between the Participant and TSOs Concerned have become fully effective by the Long Stop Date.
- BULGARTRANGAZ has decided to proceed with the Incremental Capacity Project, due to the fact that their specific Conditions Precedent, as described in the Project Proposal have been met or waived and has notified DESFA by the Long Stop Date.
- DESFA’s updated estimations for the cost of the Project, which will be based on the detailed design that will follow the Capacity Allocation, will not alter the result of a positive EVT.

If the Conditions Precedent are not met or waived by DESFA by the Long Stop Date, DESFA may close the Incremental Capacity Project. In such case, the GTAs shall be terminated ipso jure and the GTA Bank Guarantee returned to the Participant.



The Participants shall have a step-out option according to which they will be able to withdraw from the GTA without any liability, with the exception of the actual costs incurred by DESFA up to that point allocated as foreseen below. In order to exercise the step-out option, Participants shall duly notify DESFA in this regard no later than three (3) months before the Long Stop Date.

The Participant shall present to DESFA five (5) Business Days before GTA execution the required Bank Guarantee (GTA Bank Guarantee), cashable at first request, issued by any Greek financial institute supervised by the ECB (systemic Banks, namely any of Alpha Bank, Eurobank, National Bank of Greece and Piraeus Bank) including their subsidiaries or any Greek branch of an internationally reputable bank with a minimum investment grade credit rating from the following Agencies: BBB at Standard and Poor's, BBB at Fitch or Baa3 at Moody's, or any internationally reputable bank with a minimum investment grade credit rating (as described above), or any subsidiary of an internationally reputable bank with a minimum investment grade credit rating (as described above), or any subsidiary of an internationally reputable bank without a minimum investment grade credit rating (or without any rating at all), provided that the Bank Guarantee is counter-guaranteed by any internationally reputable bank with a minimum investment grade credit rating (as described above); which has been approved in advance by DESFA, at its sole discretion. The GTA Bank Guarantee shall be equal to the maximum annual capacity charge for the capacity allocated to that Participant. Once the GTA Bank Guarantee described here above is presented to DESFA, the Bank Guarantee indicated in Sections 5.1, will be returned.

The GTA Bank Guarantee shall have a duration and shall remain valid until the end of the sixth month succeeding the end of the first year of the transportation services provided to that Participant in relation to the capacity allocated to the said Participant within the framework of the incremental capacity process. One (1) month before the COD for DESFA, the Participant shall present to DESFA the guarantee required according to the relevant provisions of the NNGS Standard Transmission Agreement and chapter 3A of the NNGS Network Code for the capacity allocated to that Participant in the context of the Incremental Capacity Process. For the capacity allocated to that Participant in the context of the Incremental Capacity Process the guarantee under the NNGS Transmission Agreement is calculated as per article 21H of the NNGS Network Code. For the avoidance of any doubt, all other Participant's obligations should be fulfilled pursuant to the relevant provisions of the NNGS Network Code and the NNGS Standard Transmission Agreement, as applicable from time to time.

The Participant has the right to request the reduction of its GTA Bank Guarantee up to the amount corresponding to the part of the guarantee provided for the capacity booked under the NNGS Standard Transmission Agreement. No later than six (6) months after the end of the first year of the transportation services provided to that Participant, and only if said Participant has duly and timely paid the charges invoiced by DESFA for that year, the GTA Bank Guarantee shall be returned to the Participant.



In the event of a positive EVT, if the successful Participant does not issue the GTA Bank Guarantee or does not execute the GTA it shall pay a penalty to DESFA equal to the value of the Binding Bid Bank Guarantee described in Sections 5.1.

If the GTAs do not become effective, as provided for in this Section, DESFA will allocate the actual costs incurred by DESFA for the Incremental Capacity Process up to that point to each Participant with a GTA, pro rata to the amount of their GTA Bank Guarantees. The GTA Bank Guarantee will be returned after such actual costs have been settled.

Once the GTA becomes fully effective, the Participant shall be required to pay to DESFA all the applicable transmission charges with start date from the date the capacity is made available and for full duration for which capacity has been allocated to that Participant, in accordance with the terms of the GTA.

5.7.2 BULGARTRANGAZ

In case of a positive EVT, each Participant is bound to the commitments arising from the successful outcome of the procedure.

The signed by both parties (BULGARTRANGAZ and the Participant) CBA(s) will each become fully effective upon a set of Conditions Precedent being met to the satisfaction of BULGARTRANGAZ, including:

- BULGARTRANGAZ relevant part of the Incremental Capacity Project, as described in Section 1.2.2, has been unconditionally included in BULGARTRANGAZ latest approved TYNDP and BULGARTRANGAZ has proceeded with an FID by the Long Stop Date.
- The relevant GTAs between the Participant and TSOs Concerned have become fully effective by the Long Stop Date.
- Other TSOs Concerned have decided to proceed with the Incremental Capacity Project, due to the fact that their specific Conditions Precedent, as described in the Project Proposal have been met or waived and have notified BULGARTRANGAZ by the Long Stop Date.
- BULGARTRANGAZ's updated estimations for the cost of the Project, which will be based on the detailed design that will follow the Capacity Allocation, will not alter the result of a positive EVT.

If the Conditions Precedent are not met or waived by BULGARTRANGAZ by the Long Stop Date, BULGARTRANGAZ may close the Incremental Capacity Project and void the GTAs and return the GTA Bank Guarantee to the Participant.



The Participants shall have a step-out option according to which they will be able to withdraw from the CBA without any liability, with the exception of the actual costs incurred by BULGARTRANGAZ up to that point allocated as foreseen below. In order to exercise the step-out option, Participants shall duly notify BULGARTRANGAZ in this regard no later than three (3) months before the Long Stop Date.

The Participant shall present to BULGARTRANGAZ no later than 5 (five) Business Days before GTA execution the required Bank Guarantee (GTA Bank Guarantee), unconditional, irrevocable, cashable at first request of BULGARTRANGAZ, with a possibility to be fully or partially used, issued by any EU bank with a minimum investment grade credit rating from the following Agencies: BBB at Standard and Poor's, BBB at Fitch or Baa3 at Moody's, or any subsidiary of an EU bank with a minimum investment grade credit rating (as described above) which has been approved in advance by BULGARTRANGAZ, at its sole discretion. The GTA Bank Guarantee shall be with minimum value of 10% of the value of the incremental capacity allocated to that Participant (based on the indicative reference price made available by BULGARTRANGAZ, (including any premium). Once the GTA Bank Guarantee described here above is presented to BULGARTRANGAZ, the Bank Guarantee indicated in Sections 5.1, will be returned.

The bank guarantee must contain an obligation of the guarantor-bank to make an unconditional payment at BULGARTRANGAZ first written demand in case the User had failed to perform its obligation to pay the due amounts under a signed GTA.

The bank guarantee shall be issued in Euro, calculated at the Bulgarian National Bank fixed exchange rate Euro/BGN.

The GTA Bank Guarantee shall have a duration and shall remain valid until two (2) months after the end of duration of last in time allocated capacity.

After finishing every gas year of service provided part of Bank Guarantee corresponding to the reserved capacity in this year can be released after participant request if the participant haven't due payments to BULGARTRANGAZ.

In the event of a positive EVT, if the successful Participant does not issue the GTA Bank Guarantee or does not execute the GTA it shall pay a penalty to BULGARTRANGAZ equal to the value of the Binding Bid Bank Guarantee described in Sections 5.1.

If the GTAs do not become effective, as provided for in this Section, BULGARTRANGAZ will allocate the actual costs incurred by BULGARTRANGAZ for the Incremental Capacity Process up to that point to each Participant with a GTA, pro rata to the amount of their GTA Bank Guarantees. The GTA Bank Guarantee will be returned after such actual costs have been settled.

Following the execution of the GTA, the Participant shall be required to pay to BULGARTRANGAZ all the applicable transmission charges with start date from the date the capacity is made available



and for full duration for which capacity has been allocated to that Participant, in accordance with the terms of the GTA.

5.8 Progress of the project, lack of permits, delays in making available the capacity

The TSOs Concerned will share with the relevant Participants the progress of the Incremental Capacity Project. By signing the GTA/CBA, the Participant shall be deemed to have accepted that, if the authorizations, permissions, easements, procurement contracts and any other relevant land rights necessary for the construction phase of the project are not obtained/signed or delayed, then the execution times for the implementation of the Incremental Capacity Project will be considered correspondingly extended, and TSOs shall have no liability to any Participant in connection with such delays, other than what may be set out in the relevant GTA/CBA.

5.9 Force Majeure

Force Majeure conditions of the different TSOs are defined in their respective contractual terms as indicated below.

5.9.1 DESFA

For DESFA, "Force Majeure" for the Binding Bidding Phase is defined in the NNGS Network Code and for the implementation of the GTA in its relevant terms.

5.9.2 BULGARTRANGAZ

For BULGARTRANGAZ the term "Force Majeure" means circumstances not reasonably foreseen by, unable to be avoided by and beyond the control of the Party, including but not limited to the following:

- (a) extraordinary forces of nature: floods, earthquakes, landslides, fires, explosions and other unavoidable accidents;
- (b) strikes, boycotts, lockouts, sabotage, military actions and wars.

For avoidance of doubt the lack of funds cannot be considered as Force Majeure.

A Force Majeure event does not include any act of public authorities of the country where the Party is incorporated or the country where the Party has its registered seat, or lack thereof.

Following the occurrence of any circumstances of Force Majeure, the affected Party shall notify the other Party of the occurrence and the expected extent and duration of such circumstances



and take all economically reasonable measures, which may be useful to ensure the resumption of the normal performance of the Contract within the shortest possible time.

The termination of the Contract due to Force Majeure circumstances shall take place only by mutual consent of the Parties.

5.10 Element IND and RP for fixed price approach

5.10.1 DESFA

To be consistent with the tariff regulatory framework in place, DESFA will apply floating applicable payable price derived from its reference price methodology also to incremental capacity. DESFA is therefore not considering the adoption of a fixed price approach and consequently elements IND and RP foreseen by Commission Regulation (EU) 2017/460 are not relevant.

5.10.2 BULGARTRANGAZ

With regard to incremental capacity, BULGARTRANGAZ will apply floating applicable payable price derived from the Methodology determining prices for access and transmission of natural gas through the gas transmission networks owned by BULGARTRANGAZ (Issued by the State Energy and Water Regulatory Commission, promulgated State Gazette No. 72 of 29.08.2014 in force as of 1.10.2014).

BULGARTRANGAZ is therefore not considering the adoption of a fixed price approach and consequently elements IND and RP foreseen by Commission Regulation (EU) 2017/460 are not relevant.

5.11 Level of user commitments (f-factor)

5.11.1 DESFA

The level of user commitments (f-factor) for the individual EVT on the Greek side of the IP Kulata/Sidirokastro for Offer Level 1 in the direction from DESFA towards BULGARTRANGAZ System is equal to 0.7.

The level of user commitments (f-factor) for the individual EVT on the Greek side of the IP Kulata/Sidirokastro for Offer Level 2 in the direction from DESFA towards BULGARTRANGAZ System is equal to 0.7.

The level of user commitments (f-factor) for the individual EVT on the Greek side of the IP Kulata/Sidirokastro for Offer Level 3 in the direction from DESFA towards BULGARTRANGAZ System is equal to 0.7.



5.11.2 BULGARTRANGAZ

The level of user commitments (f-factor) for the individual EVT on the Bulgarian side of the IP Kulata/Sidirokastro for Offer Level 1 is equal to 0.5.

The level of user commitments (f-factor) for the individual EVT on the Bulgarian side of the IP Kulata/Sidirokastro for Offer Level 2 is equal to 0.7.

6. Economic Viability Test Parameters

6.1 BULGARTRANGAZ

6.1.1 Reference price

The economic test will be carried out by BULGARTRANGAZ after binding commitments of network users for contracting capacity have been obtained and shall consist of the following parameters:

BULGARTRANGAZ will use the tariff for the gas year 1 October 2024 - 30 September 2025 that will be published and valid for the same gas year, as estimated reference price for the Economic Test.

For indicative purposes, the tariff for the current price period (1 October 2023 - 30 September 2024) for long term bookings at IP Kulata/Sidirokastro, in the direction from DESFA System towards BULGARTRANGAZ, according to the applicable tariff regulation, is equal to 267,0619 BGN/MWh/d/y without VAT included (approx. 136.5465 EUR/MWh/d/y without VAT included as per the current fixed exchange rate of 1.95583 BGN/EUR).

6.1.2 Mandatory minimum premium

For Offer Level 1, BULGARTRANGAZ will not apply a mandatory minimum premium for the purpose of the Economic Test.

For Offer Level 2, BULGARTRANGAZ envisages a mandatory minimum premium equal to 94,13 BGN/MWh/d/y, equal to 48,13 EUR/MWh/d/y (as per the current fixed exchange rate of 1.95583 BGN/EUR).

6.1.3 Present value of estimated increase in allowed revenue

For Offer Level 1, the present value of estimated increase in allowed revenue for BULGARTRANGAZ is equal to 207 725 thousand BGN without VAT (106 208 thousand EUR without VAT, as per the current fixed exchange rate of 1.95583 BGN/EUR).



For Offer Level 2, the present value of estimated increase in allowed revenue for BULGARTRANGAZ is equal to 526 599 thousand BGN without VAT (269 245,8 thousand EUR without VAT, as per the current fixed exchange rate of 1.95583 BGN/EUR).

6.2 DESFA

6.2.1 Reference price

The tariffs for the allocated capacity shall be governed by the principles and methodology detailed in the Tariff Regulation as in force at any given time. Consistently with the current tariff regulatory framework, DESFA considers applying a floating reference price.

For indicative purposes, the tariff for the current regulatory period for long term bookings at Kulata/Sidirokastro, in the direction from DESFA System towards BULGARTRANGAZ, according to the Tariff Regulation, as in force at the time of publication of this Project Proposal is equal to 4,3000262 €/kWh/h/y without taking into account any regulatory adjustment provisioned in the applicable Tariff Regulation.

The inclusion of the Project of the Offer Level 1 in DESFA's Regulated Asset Base (RAB) will lead to an estimated tariff equal to 5,1409195 €/kWh/h/y being the Reference Price for DESFA's calculations for the EVT. The inclusion of the Project of the Offer Level 2 in DESFA's RAB will lead to an estimated tariff equal to 5,6808396 €/kWh/h/y being the Reference Price for DESFA's calculations for the EVT. The inclusion of the Project of the Offer Level 3 in DESFA's RAB will lead to an estimated tariff equal to 5,7074633 €/kWh/h/y being the Reference Price for DESFA's calculations for the EVT.

For the avoidance of doubts, in all cases, the reference price effectively applied will be finally determined according to the provisions of the regulatory framework in place at the time of the transmission service and considering the actual costs incurred by the TSO.

6.2.2 Mandatory minimum premium

For Offer Level 1 in the direction from DESFA System towards BULGARTRANGAZ the mandatory minimum premium is equal to 0,4080 €/kWh/h/year.

For Offer Level 2 in the direction from DESFA System towards BULGARTRANGAZ the mandatory minimum premium is equal to 0,2880 €/kWh/h/year.

For Offer Level 3 in the direction from DESFA System towards BULGARTRANGAZ the mandatory minimum premium is equal to 0 €/kWh/h/year.

6.2.3 Present value of estimated increase in allowed revenue

The present value of the estimated increase of the allowed revenues associated to the investments for Offer level 1 in the direction from DESFA System towards BULGARTRANGAZ is estimated to approximately 152,293,723 €.



The present value of the estimated increase of the allowed revenues associated to the investments for Offer level 2 in the direction from DESFA System towards BULGARTRANGAZ is estimated to approximately 255,434,644 €.

The present value of the estimated increase of the allowed revenues associated to the investments for Offer level 3 in the direction from DESFA System towards BULGARTRANGAZ is estimated to approximately 403,293,027 €.

7. Decrease in the utilization of other non-depreciated gas infrastructure.

The realization of the projects for incremental capacity on the Bulgarian and Greek sides of Kulata/Sidirokastro IP is not expected to lead to a sustained, significant decrease in the utilization of other existing gas infrastructures in the two adjacent entry-exit systems.



8. Contact information

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9. Annex I – Definitions

This Annex contains definitions and abbreviations used in this document.

1. **Alternative Allocation Mechanism** or **AAM** as defined in art 30 CAM NC.
2. **Applicant** means the interested party that registers during the Binding Phase according to Section 5.1.
3. **Bank Guarantee** means the on-demand bank guarantees, in a form acceptable to each TSO which are required to be submitted to each TSO in order to participate in the Binding Phase and to enter into a GTA, which meet the requirements set out under Sections 5.1 and/or 5.7.
4. **Bid Submission Window** means the period during which Participants may submit a Binding Bid.
5. **Binding Bid** means a bid submitted by a Participant during the Binding Phase.
6. **Binding Bidding Phase** means the final phase of the Incremental Capacity Process whereby interested parties can submit Binding Bids to the TSOs through a binding process in accordance with Section 5 and during which the TSOs will perform the Economic Viability Test and will proceed to Capacity Allocation.
7. **Binding Phase** means the general phase of the Incremental Capacity Process which is composed of the Information Phase and the Binding Bidding Phase.
8. **Binding Phase Registration Form** means the forms attached to Binding Phase Notice of each TSO, to be used by Applicants for their registration to the Binding Phase by which Participants will declare acceptance of the conditions set by TSOs.
9. **BULGARTRANGAZ System** means the Bulgarian Gas Transmission System, operated by BULGARTRANGAZ EAD.
10. **Business Day(s)** shall mean any calendar day, but not a Saturday, Sunday, or a public holiday either in Greece or Bulgaria as applicable.
11. **CAM NC** means the Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code on Capacity Allocation mechanisms in gas transmission systems.
12. **Capacity Allocation** means allocated capacity to the successful Participants after the positive outcome of a Binding Bidding Phase and EVT.
13. **Commercial Operation Date (COD)** means the commercial operation date of the incremental capacity realized following a positive EVT.



14. **Condition(s) Precedent** means the events or actions that must be completed (or otherwise waived) before the GTA(s) become effective, as required by each TSO in their respective sub-Section of Section 5.7.
15. **Coupled Capacity** refers to the provision of natural gas transmission services in coupled points according to the provisions of chapter 2D of NNGS Network Code as in force from time to time.
16. **Demand Assessment Report (or DAR)** means the report published jointly by the TSOs on 23 October 2023 *[defined in article 26 of CAM NC]*. The DAR summarizes the results of the Non-binding demand indications received by the TSOs.
17. **Design Phase** means the design phase of the incremental capacity process as defined in article 27 of CAM NC.
18. **DESFA System (or NNGTS)** means the National Natural Gas Transmission System, operated by DESFA.
19. **Economic Viability Test (or EVT)** means a test applied to assess the economic viability of the Incremental Capacity Project according to Section 5.6.
20. **EWRC** means Energy and Water Regulatory Commission of Bulgaria, the National Energy Regulatory Authority of Bulgaria.
21. **Expansion Project** means a project to expand DESFA's capacity in DESFA's existing entry and/or exit points or to establish new entry and/or exit points on DESFA System, and includes a Limited Expansion Project, Partial Expansion Project and/or Full Expansion Project in accordance with Section 1.2.1.
22. **F-factor** as defined in art 3 (24) CAM NC.
23. **GTA** means the gas transportation agreement signed by DESFA (Gas Transportation Agreement in the case of DESFA) and BULGARTRANGAZ (Capacity Booking Agreement or CBA in the case of BULGARTRANGAZ) and a Participant to whom incremental capacity has been allocated pursuant to the Incremental Capacity Process, as specified in each TSO's specific requirements in Section 5.7.
24. **GTA Bank Guarantee** has the meaning given to it in Section 5.7.1.
25. **Guidelines** means the incremental capacity project proposal set in public consultation and approved by RAEWW by its Decision no [], which describes the technical project and the process that will be followed in order for DESFA to offer incremental capacity in the Market Test for the expansion of DESFA System.
26. **ICGB System or IGB** means the Interconnector Greece-Bulgaria operated by ICGB AD.
27. **Incremental Capacity Process** means the current process to assess market demand for incremental, firm bundled, capacity at the IP.



28. **Incremental Capacity Project** means the project described in this document aiming to increase the amount of technical capacity at the IP *[defined in art 3 (11) CAM NC]*. For DESFA, the Incremental Capacity Project may increase the amount of technical capacity at other entry or exit points at DESFA System, as described in the Guidelines.
29. **Information Phase** has the meaning given to it in Section 4.
30. **Interconnection Point (IP or Kulata/Sidirokastro IP)** means the interconnection point at Kulata/Sidirokastro between DESFA and BULGARTRANGAZ.
31. **Joint Notice** means the notice jointly published by the TSOs Concerned according to Art. 28.3 CAM NC at the start of the Information Phase.
32. **Linked Bid** means a bid where the Participant has indicated that its binding request at a DESFA's entry point is subject to allocation of an equal amount of capacity and duration at the IP.
33. **Long Stop Date** is the 31st of May 2025.
34. **Market Test** means the market test process for the expansion of DESFA System, launched by DESFA in March, the binding phase of which is described in the Guidelines.
35. **Mandatory Minimum Premium** means an additional amount added on the Reference Price of each TSO, where applicable according to Section 6, to ensure a positive EVT [according to article 33 of Commission Regulation (EU) 2017/460 (TAR NC)].
36. **Marginal Bid** means a bid where capacity cannot be met by TSOs Concerned at one Offer Level.
37. **Member State** means a member state of the European Union.
38. **NNGS Standard Transmission Agreement (or Framework Transmission Agreement)** the standard framework agreement between DESFA and a Transmission User (Government Gazette B 4802/30.10.2020) according to Art. 6A of NNGS Network Code as in force from time to time.
39. **NNGS Network Code** shall mean the Network Code of the Greek National Natural Gas System (Government Gazette B 5773/04.10.2023) as in force from time to time.
40. **National Regulatory Authorities (or NRAs)** means the National Energy Regulatory Authority of Greece (RAEWW) and of Bulgaria (EWRC).
41. **Non-binding demand indications** the non-binding demand indication(s) for incremental capacity at the IP, received by the TSO(s).
42. **Notice (or Binding Phase Notice)** means the notice published by each TSO according to Art. 28.3 CAM NC at the start of the Information Phase.
43. **NPV** means the net present value.



- 44. **Offer Level** means the respective level of capacity offered for each of the yearly standard capacity products at the Kulata/Sidirokastro IP.
- 45. **Participant(s)** means an Applicant that is considered compliant by TSOs (in accordance with Section 5.1) with the requirements for registration process and can further participate in the Binding Bidding Phase.
- 46. **Project Proposal** means the incremental capacity project proposal set in public consultation (draft Project Proposal) or sent to the NRAs for approval (final Project Proposal or Project Proposal), which describes the technical project and the process that will be followed in order for the TSOs Concerned to offer firm incremental capacity at an IP.
- 47. **RAEWW** means the Regulatory Authority for Energy, Water and Waste, the National Energy Regulatory Authority of Greece.
- 48. **Reference Price** means the price for a capacity product for firm capacity of duration of one year at the IP according to Section 6.
- 49. **Tariff Regulation** means the Tariff Regulation for the Basic Activities of the National Natural Gas System as defined in article 88 of Law 4001/2011 and in force from time to time.
- 50. **Transmission System** means any natural gas pipeline system, including pipes above and below ground and all other related equipment owned, or used and operated, by a TSO in order to provide natural gas transportation services.
- 51. **TSO** means Transmission System operator, being BULGARTRANGAZ and DESFA (as relevant).
- 52. **TSOs Concerned** means DESFA and BULGARTRANGAZ.
- 53. **TYNDP** a TSO's Ten Year Network Development Plan.
- 54. **Transmission User(s)** an entity that has entered into an NNGS Standard Transmission Agreement.



10. Annex II – Guidelines



Guidelines
for the Market Test for the expansion of
the Greek National Natural Gas System

April 2024





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**Disclaimer**

DESFA has acted in good faith to ensure that the information in the Guidelines is correct as at the date of publication of the Guidelines, however no representation or warranty is made by DESFA as to the accuracy or completeness of such information and DESFA will not accept any liability, of any kind, for any inaccuracies or incompleteness in such information. Furthermore, DESFA shall have no obligation to update the Guidelines for any changes arising after the date of issue of the Guidelines. Nonetheless, if new or revised information is provided in the Guidelines, DESFA shall have no liability to any third party. DESFA will have no liability to any third party for any acts, omissions, breaches or decisions of the other TSOs Concerned or any other third party.



Introduction

On 29.03.2023, DESFA launched a Market Test for the expansion of the capacity of the Greek National Natural Gas System. In particular and, as a first step, DESFA launched a Call of Interest¹ in which interested parties were invited to submit their Non-binding demand indications for the booking of future capacity in the Greek National Natural Gas System (NNGS). The aim was to identify the necessary technical upgrades of the NNGS, which would be able to cover the needs of one or more interested parties, thus reducing the cost per interested party and increasing the chances of implementation of these projects. The Non-binding demand indications deadline was set for the 01.06.2023. DESFA received Non-binding demand indications from twenty-seven (27) companies, of which 85% were based in the EU (37% in Greece) and the rest in third countries.

Regarding the points of the NNGS, entry capacity was requested at all interconnection points between the NNGS and neighboring gas transmission systems. In addition, there was also significant interest in capacity at new entry/exit points. In particular, firm capacity was requested at eight (8) entry points of the NNGS, of which four (4) are already operational while the remaining four (4) refer to the connection of the NNGS with FSRUs (either existing or planned). Additionally, firm exit capacity was also requested at thirty (30) exit points of the NNGS, most of which are currently in operation. Four (4) of the exit points are interconnection points with adjacent gas transmission systems and the rest are either connections with distribution networks or direct connections to gas consumers. DESFA also allowed interested parties to submit linked Non-binding demand indications that include one entry and one exit point. Linked capacity was requested only for entry and exit points for which firm capacity has also been requested. It should be noted that for all linked bids the entry point refers to an LNG entry point (either Revithoussa LNG Terminal or one of the aforementioned FSRUs), thus highlighting the importance of the LNG in the region.

All submitted Non-binding demand indications refer to annual capacity products. As a first step, DESFA compared the maximum annual capacity requested per point with the technical capacity of that point and excluded from the next phase of the assessment requests for capacity lower than the existing available capacity at the respective points since, in these cases, there is already available capacity that can be booked by the interested parties, without the need for any expansion of DESFA System. The results of the non-binding phase of the Market Test were summarized in the Demand Assessment Report published on 20.12.2023 on DESFA's website². Based on the assessment performed, DESFA proceeded to the next phase of the Market Test and launched a design phase, to offer incremental capacity to domestic points of the NNGTS and to interconnection points with adjacent TSOs.

On 03.07.2023, DESFA initiated Incremental Capacity Processes in accordance with **CAM NC**³, inviting all interested parties to submit Non-binding demand indications for incremental capacity at existing or new interconnection points. As a result, on 23.10.2023, DESFA published

¹ <https://www.desfa.gr/en/announcements/...natural-gas-system>

² <https://www.desfa.gr/userfiles...DAR-%20vf.pdf>

³ Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013 / <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32017R0459>



two joint demand assessment reports for Kulata/Sidirokastro and Komotini IPs, with BULGARTRNSGAZ and ICGB respectively, concluding that there was sufficient indicative demand to initiate incremental capacity projects.

Following the joint demand assessment reports with ICGB and BULGARTRNSGAZ, DESFA published for public consultation the joint draft Project Proposals with the TSOs Concerned, offering bundled capacity, in the direction from DESFA System towards IGB and BULGARTRNSGAZ Systems.

These Guidelines contain all necessary information about the binding phase of the Market Test, taking into account that the incremental capacity that will be allocated at the IP's Kipi and Nea Mesimvria as well as the entry or exit points of the DESFA System may affect the amount of capacity allocated at the IP Kulata/ Sidirokastro and the IP Komotini in the context of the Incremental Capacity Processes opened with BULGARTRNSGAZ and ICGB respectively. The investment upgrades, the offer levels, the binding bid submission rules as well as the Economic Viability Test related to DESFA are provided for in these Guidelines and should be considered in the context of the aforementioned incremental capacity processes. For DESFA, the incremental capacity projects described in the Project Proposals with BULGARTRNSGAZ and ICGB are identical to those in the context of the Incremental Capacity Project and if implemented will increase the technical capacity at the interconnection points of the relevant Project Proposals and other entry points of DESFA System, as described herein. For this reason, DESFA's binding phase of the Market Test will take place simultaneously with the binding phase of the Incremental Capacity Processes after the CAM NC Yearly Capacity Auctions, in line with the timeline of Section 4.

Based on the Non-binding demand indications received in the context of all the above processes, DESFA has analyzed potential infrastructure upgrades of DESFA System in order to fulfill interested parties' requests and propose the Incremental Capacity Project described herein.

In particular, the Incremental Capacity Project comprises the following:

- Incremental capacity offered jointly by DESFA and ICGB at Komotini IP as a bundled capacity product, exit DESFA and entry ICGB⁴.
- Incremental capacity offered jointly by DESFA and BULGARTRNSGAZ at the Kulata/Sidirokastro IP as a bundled capacity product, exit DESFA and entry BULGARTRNSGAZ⁵.
- Incremental capacity offered by DESFA at Kipi IP as unbundled entry capacity.
- Incremental capacity offered by DESFA at Nea Messimvria IP as unbundled entry

⁴ Interested parties must submit binding requests for both sides of the interconnection point (exit DESFA -> entry ICGB submitted to DESFA and exit DESFA -> entry ICGB submitted to ICGB). Binding requests to DESFA shall be submitted in the context of the present document. Identical requests must be submitted to ICGB in the context of the relevant Incremental Capacity Process according to Section 5.2.

⁵ Interested parties must submit binding requests for both sides of the interconnection point (exit DESFA -> entry BULGARTRNSGAZ submitted to DESFA and exit DESFA -> entry BULGARTRNSGAZ submitted to BULGARTRNSGAZ). Binding requests to DESFA shall be submitted in the context of the present document. Identical requests must be submitted to BULGARTRNSGAZ in the context of the relevant Incremental Capacity Process according to Section 5.2.



capacity⁶.

- Incremental capacity offered by DESFA at Nea Messimvria IP as unbundled exit capacity⁷.
- Incremental capacity offered by DESFA at Amfitriti (Gastrade FSRU) entry point, as unbundled entry capacity.
- Incremental capacity offered by DESFA at prospective entry point Argo FSRU, as unbundled entry capacity⁸.
- Incremental capacity offered by DESFA at prospective entry point Elpedison FSRU as unbundled entry capacity⁹.
- Incremental capacity offered by DESFA at prospective entry point Dioriga Gas FSRU as unbundled entry capacity¹⁰.

⁶ It is the responsibility of the Participant to initiate any procedures that may be necessary for capacity to be made available upstream of DESFA's System. DESFA makes no representation as to the availability of such capacity or to the existence of required facilities outside of DESFA's System.

⁷ It is the responsibility of the Participant to initiate any procedures that may be necessary for capacity to be made available downstream of DESFA's System. DESFA makes no representation as to the availability of such capacity or to the existence of required facilities outside of DESFA's System.

⁸ It is the responsibility of the Participant to initiate any procedures that may be necessary for capacity to be made available upstream of DESFA's System. DESFA makes no representation as to the availability of such capacity or to the existence of required facilities outside of DESFA's System.

⁹ It is the responsibility of the Participant to initiate any procedures that may be necessary for capacity to be made available upstream of DESFA's System. DESFA makes no representation as to the availability of such capacity or to the existence of required facilities outside of DESFA's System.

¹⁰ It is the responsibility of the Participant to initiate any procedures that may be necessary for capacity to be made available upstream of DESFA's System. DESFA makes no representation as to the availability of such capacity or to the existence of required facilities outside of DESFA's System.



Figure 1: Points of DESFA System where incremental capacity will be offered through the Market Test process.

The Binding Phase will be launched, and a Notice will be published on DESFA's website before the Binding Bidding Phase in accordance with Section 4.2.

1. Description of the Incremental Capacity Project and relative cost estimates

1.1 Market demand for incremental capacity

The demand for incremental capacity in NNGS is described in detail in the Demand Assessment Report published by DESFA on 20th December 2023 on DESFA's website. According to the outcome of the DAR: *"Based on the evaluation of the received non-binding requests, DESFA will proceed to the next phase of the Market Test process and launch the Design Phase, the day after the publication of this Demand Assessment Report, in order to offer unbundled incremental capacity to the domestic points of the NNGTS and bundled incremental capacity products in the IPs with adjacent TSOs."*

During the Design Phase, DESFA deems it necessary to conduct further technical studies to investigate, document and evaluate the preliminary technical solutions, costs, and schedules for development options to meet a range of demand cases.



The output of the technical studies and of the coordinated actions taken by DESFA and the adjacent TSOs during the Design Phase, including specific expansion thresholds, provisional costs, timelines, and applicable specific regulatory provisions will be included in the draft Guidelines.”

To this end DESFA concluded that the Non-binding demand indications received were sufficient to initiate the Design Phase of the Incremental Capacity Project.

1.2 Description of the Incremental Capacity Project

Based on the Non-binding demand indications received in the context of the Call of Interest for the Market Test and non-binding demand indications for incremental capacity received in the context of the Incremental Capacity Processes with the TSOs Concerned, DESFA analyzed potential infrastructure developments in DESFA System, which fulfil interested parties' requests, also in cooperation with adjacent TSOs where applicable. DESFA has performed preliminary technical studies to identify the projects needed to make incremental capacity available at DESFA's System entry and exit points.

The level of incremental capacity offered by DESFA in the framework of this Market Test, is calculated considering the existing technical capacities of DESFA's System entry and exit points as well as the future investments of DESFA System, which are unconditionally included in the already approved DESFA's TYNDP 2023-2032¹¹. DESFA's analysis takes also into account the requirement, as notified by ICGB to DESFA, for at least 70 barg pressure level at Komotini DESFA/ICGB IP, to increase the capacity of ICGB at 5 bcma, which will be feasible after the completion of the second phase of Komotini CS, a project included in DESFA's current TYNDP 2023-2032.

DESFA assessed expansion projects that create incremental capacity at various points of DESFA System. This evaluation is a broader assessment that aims to determine the projects which will more efficiently satisfy incremental capacity requests at every entry and exit point of the DESFA System, including IPs, for which the participants expressed their interest through the relevant processes and is included herein. So, regarding DESFA System expansion levels, three different Expansion Projects have been assessed and are presented below. These Expansion Projects include duplication of the main branch of DESFA System with 30" pipeline, as well as Compression Stations' (CS) upgrades.

¹¹ DESFA has included in the TYNDP 2023-2032, inter alia, a duplication project in the North-Eastern branch of the System (Karperi-Komotini branch). In June 2023, with Decision E-68/2023 RAEWW approved the said project, which is expected to have been completed in Q2 2027.



Figure 2: Simplified scheme of the proposed Expansion Projects

The assessments described above resulted to the projects presented next. Thus, the capacity created by the said projects includes the creation of incremental capacity at multiple points of DESFA System. It should also be noted that in the final assessment for the determination of the appropriate Expansion Project (if any) and the Economic Viability Test (EVT), domestic points of the NNGTS will be assessed together with the IPs.

The Expansion Projects and the Offer Level(s) described in this document may be subject to changes during the subsequent stages but will not affect the parameters included in Section 6.1 and Section 6.2.

The different Expansion Projects are described below.

Expansion Project	Duplicated section	Length (km)	Maximum upgrade of Nea Messimvria CS	Maximum upgrade of Ampelia CS
Full	Patima – Nea Messimvria	410	Considerable	Moderate/ Considerable
Partial	Katerini - Livadia	250	Moderate	Small



Expansion Project	Duplicated section	Length (km)	Maximum upgrade of Nea Messimvria CS	Maximum upgrade of Ampelia CS
Limited	Rapsani - Brallos	160	Small	None

The estimated cost of each of the above-mentioned duplication projects is given in the table below:

Expansion Project	Duplicated section	Length (km)	Cost Estimation (mill. €)
Full	Patima – Nea Messimvria	410	574
Partial	Katerini - Livadia	250	350
Limited	Rapsani - Brallos	160	224

The estimated cost of each of the above-mentioned Compressor Station (CS) upgrades is given in the table below:

Upgrade of Nea Messimvria CS	Cost Estimation (mill. €)	Upgrade of Ampelia CS	Cost Estimation (mill. €)
Considerable	67.5	Considerable	60
Moderate	45	Moderate	30
Small	22.5	None	-

In order to estimate the final cost of the expansion projects, the cost of the CSs upgrades proposed in the Table above must be added to the duplication cost per expansion project (Full, Partial or Limited). However, this cost can be accurately estimated only after the submission of the binding requests since the upgrade of the CSs is strongly dependent on the actual capacity requested per entry/exit point. At this phase DESFA has estimated the maximum CS upgrade needed per expansion project (Full, Partial or Limited). These maximum CS upgrades correspond to respective maximum investment costs. After the submission of the binding requests, DESFA will evaluate the level of the CS upgrades and the relevant costs, the currently estimated maximum values of which are presented in the tables above.

New entry points

In addition to the abovementioned costs, the commercial operation of all non-existing entry points requires the realization of other necessary connection projects to DESFA's System, such as M/R Stations and connection pipelines. These connection costs will be borne by the Project



Promoters of the respective projects (FSRUs), through a Connection Fee and/or an Additional Connection Fee, as provided for in article 24 of the Tariff Regulation.

Project Promoters that have not received an Evaluation Study relevant to their Application by the launch of the Binding Phase of the Market Test and by way of derogation from the provisions of article 95^B of the NNGS Network Code, shall receive the Evaluation Study no later than thirty (30) days after the date of “Execution of GTAs” of Section 4.2. Said Evaluation Studies shall take also into account the results of the Binding Phase of the Market Test (for example whether the EVT is positive or whether capacity has been allocated to the relevant new entry point etc.). The Project Promoters shall have to accept, in writing and without reservations, the aforementioned Evaluation Study and the conditions set therein, no later than thirty (30) days from the date of their submission by DESFA, otherwise their Application shall be rejected. In case of acceptance of the Evaluation Study, DESFA shall invite, within fifteen (15) days as of said acceptance, the respective Project Promoters to proceed with an FID for their projects and sign a Connection Agreement with DESFA at the latest by the Step-out Deadline, with regard to the construction of the respective Connection Project.

Project Promoters that have received an Evaluation Study relevant to their Application by the launch of the Binding Phase of the Market Test but have not signed an Advance Reservation of Capacity Agreement by the launch of the Binding Bidding Phase of Section 4.2, in case the EVT is positive and capacity is allocated to the respective entry point through the Market Test, shall be invited to accept in writing and without reservations a technical study that will take into account the results of the Binding Phase of the Market Test no later than thirty (30) days after the date of “Execution of GTAs” of Section 4.2 and, by the Step-out Deadline, to proceed with an FID for their projects and to sign a Connection Agreement with regard to the construction of the respective Connection Project. For the avoidance of doubt, the procedure under these Guidelines does not prejudice any application for future transmission capacity already submitted to DESFA under the provisions of the NNGS Network Code.

Project Promoters that have signed an Advance Reservation of Capacity Agreement, according to article 95D of the NNGS Network Code, but have not signed a Connection Agreement by the launch of the Binding Bidding Phase of Section 4.2, in case the EVT is positive and capacity is allocated to the respective entry point through the Market Test, shall be invited to accept in writing and without reservations a technical study that will take into account the results of the Binding Phase of the Market Test no later than thirty (30) days after the date of “Execution of GTAs” of Section 4.2 and, by the Step-out Deadline, to proceed with an FID for their projects and to sign a Connection Agreement with regard to the construction of the respective Connection Project. For the avoidance of doubt, the procedure under these Guidelines does not prejudice any application for future transmission capacity already submitted to DESFA under the provisions of the NNGS Network Code.

The Connection Agreements executed in the context of this Market Test shall be drafted in accordance with the content of article 95E of the NNGS Network Code and sent to the Project Promoters, taking into account the provisions of and in alignment with the Guidelines, including the technical description of the Connection Project, the timeline, the estimated Connection Fee and Additional Connection Fee as well as the required guarantees that the



Project Promoters will have to provide for the fulfillment of said agreement. It is clarified that, the capacity finally allocated to the abovementioned new entry point(s) cannot exceed the capacity initially requested by the Project Promoter(s) through the relevant Application submitted to DESFA, in accordance with Article 95A of the Network Code.

It is clarified that DESFA will perform the EVT (in line with the timeline of Section 4.2 and simultaneously with the Incremental Capacity Process, according to the corresponding timeline sections of the Project Proposals) considering the estimated cost of the selected Expansion Project (including the CSs upgrades) based on the outcome of the Market Test performed by DESFA according to the present Guidelines.

2. Offer Levels

Through each of the DESFA System Expansion Projects described in Section 1.2.1, each of which has a different cost and completion date, the Offer Levels described below are developed. The final upgrade scenario will be decided on the basis of the outcome of the Binding Phase of the Market Test.

For Kulata/Sidirokastro and Komotini IPs, incremental capacity will be offered as a bundled product to the Participants with the earliest possible starting date being the relevant planned COD. In line with the provisions of articles 8.8 and 30.5 of the CAM NC, the TSOs Concerned, will set aside an amount of 10% of the capacity of the actually built incremental capacity to be offered as short-term capacity.

Incremental capacity refers to increase in technical capacity or possible new capacity created where none currently exists, subject to positive EVT, on top of existing technical capacity or new capacity that it is planned to be created based on the projects that have been unconditionally included in the approved TYNDP 2023-32.

The Offer Level(s) of Table 1 refer to the maximum levels of incremental capacity which can be offered per Expansion Project and per Entry / Exit Point of DESFA System, individually. However, if during the Binding Bidding Phase, capacity is requested to more than one of the displayed Entry/Exit points, the constraints shown in Table 2 must be fulfilled simultaneously with the maximum levels of capacity of Table 1.

In particular, the sum of the Binding Bids at a specific Entry / Exit point cannot exceed the respective Offer Level of Table 1 and, simultaneously, the sum of the Binding Bids of all Entry/Exit points belonging to the same Cluster with this specific point, cannot exceed the respective limit of Table 2.

For the avoidance of any doubt, DESFA clarifies to the interested parties that at Kulata/Sidirokastro IP and at Komotini IP, only firm bundled capacity at both sides of the IPs will be offered. At all other points, only firm unbundled capacity at DESFA side of those points will be offered.



Table 1 Offer Levels, referring to incremental capacity per individual Entry / Exit point of DESFA System.

Entry / Exit Point of DESFA System	Offered Level (GWh/d/y)			Entry / Exit TSOs
	Limited Expansion	Partial Expansion	Full Expansion	
Kulata/ Sidirokastro	31,9	94	94	Exit DESFA / Entry BULGARTRANGAZ
Komotini	47,9	47,9	47,9	Exit DESFA / Entry ICGB
Nea Messimvria	55	94	94	Exit DESFA / Entry TAP
Nea Messimvria	46	77	165	Exit TAP / Entry DESFA
Amfitriti ¹²	51	86	103	Entry DESFA
Kipi ¹³	51	86	103	Entry DESFA
New Entry Point – ELPEDISON FSRU	51	86	174,4	Entry DESFA
New Entry Point – ARGO FSRU	51	86	140,6	Entry DESFA
New Entry Point – DIORYGA GAS FSRU	6,8	31	121	Entry DESFA
Starting Date	Q4 2028	Q2 2029 ¹⁴	Q4 2029	

In addition, especially for Komotini IP, **Participants will be able to submit Binding Bids for capacity as of Q4 2026**. On ICGB's side of the IP (Entry ICGB) firm incremental capacity will be bundled with the Coupled Capacity (with Entry Amfitriti or Kipi) on DESFA's side of the IP (Exit DESFA). Participants shall submit Linked Bids to DESFA linking Amfitriti or Kipi entry point to Komotini IP (Exit DESFA). Binding Bids submitted to DESFA as Linked Bids will be considered as bids for Coupled Capacity until the starting date of the selected Expansion Project. Binding Bids submitted to DESFA as non-Linked Bids having a Start Gas Year prior to the starting date of the selected Expansion Project will be curtailed for every Gas Year before the Gas Year

¹² The Offer Levels for this entry point may be reduced according to the bookings of the annual yearly capacity auctions (planned for 1st July 2024), since these are preceding the start of the Binding Bidding Phase

¹³ The Offer Levels for this entry point may be reduced according to the bookings of the annual yearly capacity auctions (planned for 1st July 2024), since these are preceding the start of the Binding Bidding Phase

¹⁴ Especially for the Kulata/Sidirokastro IP, the mutually agreed, between DESFA and BULGARTRANGAZ, starting date is within Q3 2029



including the starting date of the selected Expansion Project. It should be noted that for the Gas Year including the starting date of the selected Expansion Project, Binding Bids will be curtailed up to said starting date. On DESFA's side of the IP the offer of the Coupled Capacity has as a prerequisite the completion of the fourth unit of the projected CS at Komotini, currently estimated to be completed within 2025.

For Kulata/Sidirokastro IP, Komotini IP and Nea Messimvria IP, the capacity presented in Table 1 above is calculated by reducing the incremental capacity to be built by 10%, which will be offered as short-term capacity.

Table 2 Constraints of Clusters of Points

Entry / Exit Point of DESFA System	Cluster	Cluster Constraint (GWh/d/y)			Entry / Exit TSOs
		Limited Expansion	Partial Expansion	Full Expansion	
Kulata/Sidirokastro IP	1	55	94	151	Exit DESFA / Entry BULGARTRANS GAS
Komotini IP					Exit DESFA / Entry ICGB
Nea Messimvria IP					Exit DESFA / Entry TAP
New Entry Point – ELPEDISON FSRU	2	51	86	174,4	Entry DESFA
New Entry Point – ARGON FSRU					Entry DESFA
Nea Messimvria IP					Exit TAP / Entry DESFA
Amfitriti					Entry DESFA
Kipi IP					Entry DESFA
New Entry Point – ARGON FSRU	3	51	86	165	Entry DESFA
New Entry Point –					Entry DESFA



DIORYGA GAS FSRU					
Amfitriti ¹⁵	4 ¹⁵	51	86	103	Entry DESFA
Kipi IP ¹⁵					Entry DESFA
Starting Date		Q4 2028	Q2 ¹⁶ 2029	Q4 2029	

3. Alternative allocation mechanism

Further to the offer of unbundled capacity, to the IPs and Entry Points described above, and in order to maximize the offer of bundled firm capacity at Komotini IP and Kulata/Sidirokastro IP, DESFA, in cooperation with the other TSOs Concerned according to the Project Proposals, will apply an Alternative Allocation Mechanism (**AAM**) with an extended capacity booking horizon of 20 years after the start of the operational use.

The implementation of the AAM for the allocation of capacity at the IPs is in line with the provisions of article 30.2 of CAM NC which requires the fulfilment of certain conditions. The criteria envisaged under article 30.2 of CAM NC for the potential application of an AAM are fulfilled, since:

- The Incremental Capacity Project involves at least three entry-exit systems, indicatively, DESFA System, IGB pipeline and BULGARTRANS-GAZ System.
- The Non-binding demand indications received by DESFA, and the non-binding demand indications received by the TSOs Concerned in the non-binding phase of the Incremental Capacity Process, were linking more than one interconnection point.
- The non-binding demand indications above concern capacity reservations of more than one (1) year.

DESFA intends to allow interested parties to submit Binding Bids on the following basis:

- Requests at the IPs linking commitments at other IPs or Entry Points.
- Requests, conditional on the allocation of a minimum amount of capacity.

Binding Bids will be processed subject to the Participants meeting the requirements set out in Section 5.1. In the event of congestion Section 5.4 applies.

4. Provisional Timeline

This Section presents the timeline for the next phases of the Market Test and provides estimates of the possible time needed for the realization of the incremental capacity.

¹⁵ The capacity levels of this Cluster may be reduced according to the bookings of the annual yearly capacity auctions (planned for 1st July 2024), since these are preceding the start of the Binding Bidding Phase.

¹⁶ Especially for the Kulata/Sidirokastro IP, the mutually agreed, between DESFA and BULGARTRANS-GAZ, starting date is within Q3 2029



4.1 Incremental capacity cycle timeline

The Binding Phase will commence with the publication of the Binding Phase Notice. The Binding Phase Notice will be published immediately after RAEWW' approval of the Guidelines.



Within the initial two-month information phase commencing upon the issue of the Binding Phase Notice (the “Information Phase”), the parties interested in participating in the Binding Bidding Phase should complete their registration to participate in the Binding Bidding Phase.

Together with the Binding Phase Notice, DESFA will make available a list of the relevant documentation that needs to be submitted by the Participants for their registration and the respective deadline for submission of such documentation.

Incremental capacity will be offered after the annual yearly capacity auctions in July 2024. DESFA shall offer the incremental capacity together with the respective available capacity, if any, in the same process. Regarding the IPs where bundled capacity is offered, only coordinated offer levels with the TSOs Concerned shall be offered.

Following the end of the abovementioned process, DESFA will proceed with the Economic Viability Test (EVT). In case of a positive EVT according to the provisions of Section 5.6 Participants to whom capacity has been allocated shall sign a Gas Transportation Agreement (GTA) in respect to their Capacity Allocation.

The Binding Phase ends either in case the EVT is finally confirmed as negative or in the cases foreseen in Section 5.7.



4.2 Milestone Timeline

	Milestones	Dates
	Launch of Binding Phase / Publication of the Notice	2 May 2024
1	Information Phase	2 May 2024 - 1 July 2024
	DESFA makes available a list of documentation to be submitted	2 May 2024
	Registration Period	2 May - 24 June 2024
	DESFA evaluates the applicants' eligibility	25 June – 01 July 2024
2	Binding Bidding Phase	2 July – 30 September 2024
	Bid Submission Window	2 July - 12 July 2024
	Bid Evaluation Period	12 July – 31 July 2024
	Preliminary Capacity Allocation	1 August - 30 August 2024
	Economic Viability Test Results published	31 August 2024
3	Capacity Allocation	31 August 2024
4	Execution of GTAs	30 September 2024

After the finalization of the above-mentioned steps, DESFA will inform RAEWW about the result of the EVT. **In any case, DESFA may postpone, extend, or alter the above timeline, if needed, in coordination with the other TSOs Concerned and upon approval by the NRA(s).**

4.3 Duration of project realization

The investment upgrades related to DESFA, as mentioned above, are part of the Market Test and subject to positive EVT in accordance with these Guidelines.

Regarding Full Expansion Project, DESFA estimates that the duration of the activities from the design until the commissioning of the projects needed will be approximately 60 months after the date of "Execution of GTAs" of Section 4.2.

Regarding Partial Expansion Project, DESFA estimates that the duration of the activities from the design until the commissioning of the projects needed will be approximately 55 months after the date of "Execution of GTAs" of Section 4.2.

Regarding Limited Expansion Project, DESFA estimates that the duration of the activities from the design until the commissioning of the projects needed will be approximately 50 months after the date of "Execution of GTAs" of Section 4.2.

In parallel, DESFA has included in the recent TYNDP 2023-2032 a duplication project in the North-Eastern branch of DESFA System (Karperi-Komotini branch). For DESFA, this project is



considered as a prerequisite for the offer of capacity at Komotini IP and for the Offer Levels of incremental capacity in Kipi IP and Amfitriti entry point, as described herein. In June 2023, with Decision E-68/2023 RAEWW approved the said project, which is expected to have been completed in Q2 2027. Thus, irrespective of the expansion project that will be finally adopted by DESFA, firm capacity at Komotini IP can be offered only after the finalization of the Karperi-Komotini project. Similarly, for Kipi IP and Amfitriti entry point, incremental capacity through this process can be offered only after the implementation of the same project.

All other necessary investment upgrades described in Section 1.2 (M/R Stations and connection pipelines) do not affect the maximum time scales described hereabove. And will not alter the COD times as described in Tables 1 and 2 of the Guidelines.

In any case, it must be noted that the above-mentioned timeframes, which include major investments, are indicative and will be clarified during the technical studies phase, which will start after the positive Economic Viability Test.

5. General rules and conditions for the Binding Phase

This Section describes the general rules and conditions that DESFA requires for the participation of interested parties in the Binding Phase.

The Binding Phase will be open to all interested parties, including those that have not submitted a non-binding demand indication during the non-binding phase of the Incremental Capacity Process or the Market Test. Access to the transportation service is permitted impartially and on an equal basis to all interested parties that possess the specific requirements as presented below in this document.

Together with the Binding Phase Notice, DESFA will make available a list of the relevant documentation that needs to be submitted by the Participants for their eligibility to participate in the Binding Bidding Phase and the respective deadline for submission of such documentation.

5.1 Participation criteria and registration

The requirements referred to in this Section will apply to the Market Test Binding Phase carried out by DESFA.

5.1.1 Applicants will have to submit filled-in Binding Phase Registration Forms to DESFA, which will be provided together with the Binding Phase Notice. The information to be submitted by Applicants shall include (but not be limited to) the following information:

- Company Name and Address.
- Name and contact details of Company Representative.

Applicants must submit (within the required deadlines) all the documents needed, as described in this Section, and the Binding Phase Notice.



At the end of the Registration Period, DESFA will communicate to Applicants their eligibility to participate in the Binding Bidding Phase.

5.1.2 By participating in a Binding Bidding Phase, each Participant will be required to accept that:

- the Capacity Allocation is subject to the positive outcome of the EVT;
- in case of a negative outcome of the EVT, DESFA shall return the Binding Bid Guarantee submitted with the Binding Bid and no transmission capacity will be contractually or otherwise allocated;
- in case of a positive outcome of the EVT DESFA will proceed with the Capacity Allocation, and the successful Participant shall enter into a GTA for the capacity allocated to him and present to DESFA the GTA Guarantee described in Section 5.7;
- in case a Participant is not allocated incremental capacity after a positive EVT, the Binding Bid Guarantee shall be returned; and
- if the Participant is allocated capacity but the GTA between the TSO and the Participant is not executed between the relevant Parties or does not, for any reason, become fully effective, sub-section 5.1.6 applies.

5.1.3 Applicants will be required to state the possession of or submit to DESFA relevant requirements defined in the NNGS Network Code, Annex I of the NNGS Standard Transmission Agreement and the relevant Application. Only Transmission Users, as defined in the NNGS Network Code, can submit binding bids for capacity in DESFA System, in the Binding Bidding Phase. The specific requirements that must be fulfilled by the interested parties will be defined in detail in the Binding Phase Notice. DESFA shall not allow any interested party to submit Binding Bids if these requirements are not met and even if submitted shall be rejected for this reason.

Any statement of possession of requirements (requests, commitments, declarations or acceptances), as well as any request/communication or expression of will, made by the Applicant, including via the relevant functionality of DESFA's website, constitutes a formal obligation and commitment on the part of the Participant, which accepts – even in respect of third parties – any and all liability arising from any breaches/errors or omissions.

5.1.4 Each Participant shall present to DESFA one guarantee (Binding Bid Guarantee), within the Bid Submission Window, equal in value to the sum of 20% of the maximum annual capacity charge (based on the relevant Reference Price including any mandatory premium) of each request for each IP and direction (be it entry DESFA or exit DESFA) and for each Entry Point for which the Participant requests capacity. For the calculation of the maximum annual capacity charge the maximum sum of the Reference Price and the respective Mandatory Minimum Premium per Offer Level and direction (be it entry DESFA or exit DESFA), according to Section 6, shall be used, i.e.:

- for entry DESFA: 4,8047941 €/ (kWh/h)/y;
- for exit DESFA: 5,9688396 €/ (kWh/h)/y.



The Binding Bid Guarantee shall have a duration and shall be valid until two (2) months from the execution of the GTAs according to Section 4.2. The Binding Bid Guarantee shall be cashable at first request of DESFA and issued by any Greek financial institute supervised by the ECB (systemic Banks, namely any of Alpha Bank, Eurobank, National Bank of Greece and Piraeus Bank) including their subsidiaries or any Greek branch of an internationally reputable bank with a minimum investment grade credit rating from the following Agencies: BBB at Standard and Poor's, BBB at Fitch or Baa3 at Moody's, or any internationally reputable bank with a minimum investment grade credit rating (as described above), or any subsidiary of an internationally reputable bank with a minimum investment grade credit rating (as described above), or any subsidiary of an internationally reputable bank without a minimum investment grade credit rating (or without any rating at all), provided that it is counter-guaranteed by any internationally reputable bank with a minimum investment grade credit rating (as described above); which has been approved in advance by DESFA, at its sole discretion.

5.1.5 The Reference Prices, according to the provisions of the Tariff Regulation, and the Mandatory Minimum Premium as approved by RAEWW, will be published on DESFA's website during the Information Phase. Binding Bids by Participants will be accepted only within the limits of the Binding Bid Guarantee, and, if not, capacity requested for each IP and direction (be it entry DESFA or exit DESFA) and Entry Point for which the Participant has requested capacity shall be curtailed on a pro-rata basis. By submitting a binding request to DESFA, the Participant accepts that said request will constitute an irrevocable commitment to enter into a GTA with DESFA, subject to positive EVT.

5.1.6 The Binding Bid Guarantee provided to DESFA by each Participant will be returned to such Participant as follows:

- Once the EVT is finally determined to be negative (in accordance with the provisions of Section 5.6), all Binding Bid Guarantees will be returned to Participants, or
- Once DESFA confirms that the Participant will not be allocated capacity, the Binding Bid Guarantee will be returned to such Participant, or
- Once the Participant is allocated incremental capacity at and upon the presentation to DESFA of the GTA Guarantee described in Section 5.7, the Binding Bid Guarantee will be returned to such Participant.

5.2 Binding Bid process

During the Binding Bidding Phase, Participants will have to submit their Binding Bids for incremental capacity products to DESFA. In case of submission of a Binding Bid that includes Komotini IP and/or Kulata/Sidirokastro IP, Participants will also have to submit binding bids for incremental capacity products to the TSO Concerned in the Incremental Capacity Process of the relevant IP. Binding Bids submitted to DESFA and the TSO Concerned for each relevant IP should match, having identical start and end dates, and identical capacity requested per gas year. For Binding Bids that do not meet these requirements DESFA and the other TSO Concerned shall apply the 'lesser-of' rule, for every year of mismatch.

Participants shall specify in each Binding Bid:



- If a Binding Bid is a **Linked Bid** as per the indications from the Binding Bid Form.
- **The capacity requested (in kWh/day).** Capacity requested cannot exceed the maximum incremental capacity on offer at the IPs or Entry Points, as defined in Section 2.
- **The requested start date** (Gas Year).
- **The requested end date** (Gas Year).
- **Indication whether capacity reduction is acceptable or not.** Participants must also indicate whether they will accept a reduction in their Capacity Allocation (and up to which amount) if there is congestion and their bid happens to be marginal. For Linked Bids, any reduction in capacity at an IP or Entry Point where the Linked Bid is assessed as being marginal will result in an equal reduction in incremental capacity at the linked IP/Entry Point (it should be noted that bundled capacity is reduced by the same amount at both sides of an IP).

Incremental capacity in IPs will be offered jointly with the TSOs Concerned as bundled products to Participants for a minimum duration of 3 (three) consecutive years, with the earliest possible Gas Year being the Gas Year that includes the earliest starting date of the Offer Levels provided (according to Section 2) and the latest possible Gas Year for capacity being Gas Year 2048/49. Especially for Komotini IP the latest possible Gas Year is 2045/46.

Participants may submit only one Binding Bid for each IP and Entry point, with the exception of Linked Bids in which case an entry point may be linked with multiple exit points. As a basic rule, in a single Binding Bid, Participants may specify only one value of incremental capacity for all gas years requested. A Binding Bid may however indicate a ramp-up over the first two years of the period to which the Binding Bid relates, with a minimum value for the first year of 40% of capacity and 70% for the second year and/or a ramp-down over the last two years of the period to which the Binding Bid relates, with a minimum value for the second last year of 70% of capacity and 40% for the last year.

A Binding Bid does not have to specify a bid price, as the price applicable to the incremental capacity for the purposes of the evaluation process shall be equal to the relevant Reference Price plus the Mandatory Minimum Premium where applicable.

By submitting a Binding Bid Form, a Participant will be deemed to have agreed to the terms and process set out in the Guidelines and the Binding Phase Notice of DESFA, including the process regarding the overall Guidelines and the potential liability of the Participant in connection with a GTA not being executed between the relevant parties or not becoming fully effective in accordance with its terms and/or the termination or modification of the Market Test process (see further detail in Section 5.1 and 5.7).

With regard to the Komotini IP and Kulata/Sidirokastro IP, registration documentation and Binding Bids for incremental capacity products submitted to DESFA during the Binding Bidding Phase shall be considered as if they were also submitted to DESFA within the context of the Incremental Capacity Process. Registration documentation and Binding Bids submitted to DESFA within the context of the Incremental Capacity Process concerning the Komotini IP and Kulata/Sidirokastro IP shall be considered as if they were also submitted to DESFA within the context of the Market Test. No other Binding Bid shall be required to be submitted by the



Participants to DESFA and, if submitted, shall be rejected.

In a Linked Bid the entry capacity requested at an IP or Entry Point must equal the exit capacity requested at the linked IP, otherwise DESFA shall apply the 'lesser-of' rule between the linked points for every year of mismatch. For DESFA System, Linked Bids are considered as bids for firm entry and firm exit capacity. DESFA shall have the right to convert a Linked Bid to a Coupled Capacity product in case this turns a negative EVT to positive, unless the Participant has explicitly declared, in its Binding Bid, its non-acceptance for such conversion.

In relation to the allocation of bundled capacity, in the event of a delay or misalignment in the COD for an adjacent TSO, DESFA has no responsibility whatsoever due to such delay towards the Participant. However, DESFA has the right (but not obligation) to agree and implement ways of mitigating the consequences of such delay or misalignment, including by making adjustments to any bundled Capacity Allocation as may be agreed with the relevant Participant. Any such mitigation should be finally neutral to DESFA.

The respective annual capacity charge by DESFA (according to the provisions of the Tariff Regulation, as approved by RAEWW) to be used as Reference Price for the duration of the initial incremental capacity requests and the Mandatory Minimum Premium (charged on top of the relevant Reference Price in accordance with article 33 of Commission Regulation (EU) 2017/460), will be published on DESFA's website during the Information Phase, subject to the approval of RAEWW. There will be no other additional auction premia charged. Bids will have to be submitted within the Bid Submission Window in accordance with the instructions that will be provided in the Binding Phase Notice.

5.3 Bid evaluation

At the end of the Bid Submission Window, DESFA will assess the received Binding Bids by DESFA for completeness and compliance with the requirements set out under the Guidelines and the Binding Phase Notice (including, where capacity is being made available as bundled capacity, that equal Binding Bids have been submitted to the TSOs Concerned in the Incremental Capacity Process). Binding Bids accepted at this stage will be considered for the preliminary Capacity Allocation procedure of Section 5.4. In case of rejection of a Binding Bid, DESFA shall (without prejudice to the procedure applicable to Equal Marginal Bids) notify the relevant Participant of such rejection and the other TSOs Concerned, when applicable, within 5 Business Days from the end of the Bid Submission Window. For the avoidance of doubt, DESFA shall have no liability whatsoever to the other TSOs Concerned, the relevant Participant or any other party in connection with such rejection.

5.4 Preliminary Capacity Allocation Procedure (Bid Ranking)

In case at the time of the Binding Bidding Phase there is capacity already available at a point, DESFA will first allocate to the Participants at that point the already available capacity and, subsequently, the incremental capacity. If, according to the aforementioned procedure, no incremental capacity is allocated at that point and no incremental capacity is allocated at other points of the DESFA System that are linked to that point by at least one Linked Bid:



- a) The available capacity at that point shall not be allocated to the Participants, and
- b) DESFA shall exclude from the EVT calculations the revenues from the Binding Bids at that point.

The rules for preliminary capacity allocation of incremental capacity are described below:

- 5.4.1 For each year, the sum of Binding Bid capacity requests is calculated for each IP and Entry Point. The minimum Expansion Project satisfying all Binding Bids is selected, taking into account the available capacity at each point. In case it is not possible to satisfy all Binding Bids even with the Full Expansion Project, the Full Expansion Project is selected.
- 5.4.2 DESFA ranks Participants according to the aggregate NPV of the revenues (including the respective Reference Price and Mandatory Minimum Premium) from their Binding Bids for incremental capacity, taking into account all submitted Binding Bids of each Participant. In case of Linked Bids, the NPV includes revenues in DESFA System from both the entry component of the IP or Entry Point, and the exit component of the linked IP of the bid.
- 5.4.3 An IP or Entry Point shall be considered congested when the sum of the Binding Bid capacity requests at that IP or Entry Point exceeds the respective Offer Level according to Section 2.
- 5.4.4 Without prejudice to paragraphs 5.4.6, 5.4.7, 5.4.8 and paragraph 5.4.10, if no IP or Entry Point is congested, capacity is preliminarily allocated to the Participant with the highest ranking, and the Binding Bids of said Participant for all IPs or Entry Points are satisfied.
- 5.4.5 Without prejudice to paragraphs 5.4.6, 5.4.7, 5.4.8 and paragraph 5.4.10, if there is congestion at an IP or Entry Point, capacity at that IP or Entry Point is preliminarily allocated to the Participant with the highest ranking. Subsequently, the Binding Bid of the next Participant (i.e. the one with the immediately lower ranking) is examined. If this is a Marginal Bid, the remaining incremental capacity is allocated to said Participant, unless the Participant has explicitly declared, in its Binding Bid, non-acceptance of such a capacity reduction. If the Participant with the Marginal Bid has declared non-acceptance of capacity reduction, the remaining capacity is allocated to the Participant with the immediately lower ranking, if any, and so on.
- 5.4.6 Further to the ranking and curtailment process described in 5.4.2 to 5.4.5 above, DESFA examines if there is congestion at one or more Clusters. A Cluster shall be considered congested when the sum of the Binding Bid capacity requests at that Cluster exceeds the respective Offer Level, according to Section 2.
- 5.4.7 If no Cluster is congested, the capacity allocated to Participants at all IPs or Entry Points is the one calculated as per the process described in 5.4.2 to 5.4.5 above.
- 5.4.8 If there is congestion at a Cluster, DESFA, maintaining the ranking of Participants according to 5.4.1 above, ranks the Binding Bids (or the residual Binding Bids if curtailed according to 5.4.5 above) of each Participant according to the NPV of each Binding Bid. In case of Linked Bids, the NPV includes revenues in DESFA



System from both the entry component of the IP or Entry Point, and the exit component of the linked IP of the bid. At the congested Cluster, the Binding Bid with the highest ranking of the Participant with the highest ranking is satisfied first. In turn, the next Binding Bid (i.e. the one with the immediately lower ranking) of the same Participant will be satisfied. If this is a Marginal Bid, the remaining incremental capacity is allocated to the Participant, unless the Participant has explicitly declared, in its Binding Bid, non-acceptance of such a capacity reduction. If the Participant of such Marginal Bid has declared non-acceptance of capacity reduction, the Binding Bid with the highest ranking of the Participant with the immediately lower ranking, if any, will be satisfied, and so on.

- 5.4.9 In case two or more Marginal Bids have the same ranking (Equal Marginal Bids), Section 5.5 shall apply.
- 5.4.10 For Linked Bids, any reduction in capacity at an IP or Entry Point where the Linked Bid is assessed as being marginal will result in an equal reduction in capacity at the linked IP/Entry Point.
- 5.4.11 If DESFA curtails any Binding Bid at an IP where capacity is made available as bundled capacity, the bundled Binding Bid submitted to the other TSO Concerned in the Incremental Capacity Process will also be curtailed to the same extent, according to the Project Proposals.

The outcome of the process above shall be the selected Expansion Project, the respective Offer Level per IP/Entry Point and the preliminary capacity allocated per Participant and per IP/Entry Point. DESFA shall coordinate these results, along with the Binding Bids received to the TSOs Concerned in line with the timeline of Section 4.2.

5.5 Allocation of Equal Marginal Bids (EMB)

In case two or more Marginal Bids have the same ranking according to Section 5.4 (Equal Marginal Bids), the Equal Marginal Bids shall be curtailed on a pro-rata basis so that there is no Marginal Bid remaining.

5.6 Economic Viability Test

The EVT takes into account (i) the present value of the estimated increase in DESFA's allowed revenue associated with the incremental capacity included in the respective Offer Level multiplied by the f-factor (see Section 5.11) and (ii) the present value of Binding Bids of Participants, subject to the Preliminary Capacity Allocation Process of Section 5.4, which is calculated as the discounted sum of the respective Reference Price (and the Mandatory Minimum Premium) multiplied by the amount of preliminary capacity allocated plus the discounted sum of the Mandatory Minimum Premium multiplied by the amount of available capacity that was contracted in combination with the incremental capacity, following any potential bid ranking, if needed.

The outcome of the EVT shall be positive, where the value of the parameter set out in (i) above is at least equal to the value of the parameter set out in (ii) above. Otherwise, the outcome of the EVT shall be negative.



The EVT concerns the DESFA side of the IPs and includes the DESFA side of any IP and any Entry Point where incremental capacity is offered according to these Guidelines. Costs concern all costs associated with the expansion of DESFA System to meet each Offer Level, estimated according to Section **Σφάλμα! Το αρχείο προέλευσης της αναφοράς δεν βρέθηκε..**

With regard to Komotini IP and Kulata/Sidirokastro IP, each TSO Concerned will present its economic viability test results pursuant to the respective Project Proposals. Based on these results:

- The other TSO Concerned for each IP will verify its own economic viability test results. If the EVT is positive for all TSOs Concerned, capacity is allocated according to the Bid Ranking of Section 5.4.
- If the EVT is negative for DESFA, DESFA reserves the right to examine the possibility to implement any, or a combination of any, of the following so that the EVT turns to positive:
 - Convert Linked Bids to Coupled Capacity products, unless the Participant has explicitly declared, in its Binding Bid, non-acceptance of conversion.
 - Adjust the f-factor upon approval by RAEWW.
 - Discuss, on a reasonable effort basis, with the Participants from the Binding Phase any potential future changes to their respective bookings.
 - Investigate whether a lower Offer Level or a customized technical solution meets all or part of the demand, potentially curtailing Binding Bids according to Section 5.4, upon approval by RAEWW. Curtailment may impact the Offer Level to be tested at the IP. If DESFA curtails or rejects any Binding Bid at the IP where capacity is made available as bundled capacity, the bundled binding bid made with the other TSOs Concerned in the Incremental Capacity Process will also be curtailed or rejected to the same extent.
- According to article 24.4 of CAM NC if a redistribution of revenues could potentially lead to a decrease in the level of binding commitments for contracting capacity required for a positive single economic test outcome, TSOs Concerned may submit to the NRA(s) for coordinated approvals the mechanisms for a redistribution of revenues from incremental capacity.
- If after the above actions, where possible, the EVT for DESFA is positive while at Komotini IP or Kulata/Sidirokastro IP, after any relevant actions by ICGB or BULGARTRANGAZ respectively as foreseen in the Project Proposals, the capacity demand still lead to a negative economic viability test for ICGB or BULGARTRANGAZ respectively, no capacity allocation will take place at the relevant IP. DESFA shall have the right to exclude the IP having a negative economic viability test result and conduct an EVT for the rest of the IPs and Entry Points where incremental capacity is offered in the Market Test according to these Guidelines.

DESFA shall communicate the EVT results of the Binding Bidding Phase to respective Participants no later than the date set for milestone "3. Capacity Allocation" as per Section 4.2. If the EVT results are negative, DESFA is entitled to apply the provisions of Section 5.6.



5.7 Gas Transportation Agreement

In case of a positive EVT, each successful Participant commits to enter into a GTA with DESFA for the Capacity Allocation in accordance with the key timings and principles milestones described below and the applicable regulatory framework:

- Countersignature or signature of the relevant GTAs by the date set for milestone “4. Execution of GTAs” as per Section 4.2;
- The GTA(s) becoming fully effective upon a set of specific Conditions Precedent being met to the satisfaction of DESFA by the Long Stop Date;
- Closing of the Incremental Capacity Project and declaring the GTAs void if the Conditions Precedent are not met or waived by DESFA by the Long Stop Date.

The Participants shall have a step-out option according to which they will be able to withdraw from the GTA without any liability, with the exception of the actual costs incurred by DESFA up to that point (such as, indicatively and not restrictively, costs for studies, costs for the licensing processes etc.) allocated as foreseen below. In order to exercise the step-out option, Participants shall duly notify DESFA in this regard no later than three (3) months before the Long Stop Date (Step-out Deadline).

In case of a positive EVT, each Participant is bound to the commitments arising from the successful outcome of the procedure.

DESFA will send to the Participant(s) that have been allocated capacity the GTA, which must be returned to DESFA, signed by the Participant no later than the date set for milestone “4. Execution of GTAs” as per Section 4.2.

It is intended that the final positive outcome of the EVT leading to the realization of the Incremental Capacity Project is subject to the execution of the GTAs by all the Participants with successful binding commitments. DESFA may waive said requirement for execution of the GTAs by all the Participants with successful binding commitments, in case the non-execution of one or more of the GTAs does not alter the result of the EVT to negative and upon consultation with RAEWW. In case one or more Participants exercise the step-out option by the Step-out Deadline, DESFA shall continue the Incremental Capacity Project if this does not alter the result of the EVT to negative and upon consultation with RAEWW. If the EVT results are negative, DESFA is entitled to apply the provisions of Section 5.6.

The GTA(s) signed by both parties (DESFA and the Participant) will each become fully effective upon a set of Conditions Precedent being met to the satisfaction of DESFA, including:

- The Project Promoter(s) have proceeded with an FID and have signed a Connection Agreement with DESFA, for the construction of the project connecting the respective INGS to the NNGTS, where applicable, as per Section 1.2, by the Step-out Deadline.



- The relevant gas transportation agreements between the Participant and TSOs Concerned have become fully effective by the Long Stop Date, according to the provisions of the Project Proposals and these Guidelines.
- The other TSOs Concerned, in case capacity has been allocated to Participants at the relevant IPs, decided to proceed with their incremental capacity project, due to the fact that their specific conditions precedent, as described in the Project Proposals have been met or waived and have notified DESFA by the Long Stop Date.
- DESFA's updated estimations, by the Long Stop Date, for the cost of the Incremental Capacity Project, which will be based on the detailed design that will follow the Capacity Allocation, will not alter the result of a positive EVT.
- DESFA's relevant part of the Incremental Capacity Project, as described in Section **Σφάλμα! Το αρχείο προέλευσης της αναφοράς δεν βρέθηκε.**, has been unconditionally included in DESFA's latest approved TYNDP by the Long Stop Date.
- DESFA has proceeded with an FID by the Long Stop Date.

If the Conditions Precedent are not met or waived by DESFA by the Long Stop Date, DESFA may close the Incremental Capacity Project. In such case, the GTAs shall be terminated ipso jure and the GTA Guarantees returned to the Participants.

Each Participant shall present to DESFA one guarantee (GTA Guarantee), five (5) Business Days before GTA execution, equal in value to the sum of the maximum annual capacity charge (based on the relevant Reference Price including the Mandatory Minimum Premium) of each request for each IP and direction (be it entry DESFA or exit DESFA) and for each Entry Point for which the Participant requests capacity.

The GTA Guarantees shall be cashable at first request of DESFA and issued by any Greek financial institute supervised by the ECB (systemic Banks, namely any of Alpha Bank, Eurobank, National Bank of Greece and Piraeus Bank) including their subsidiaries or any Greek branch of an internationally reputable bank with a minimum investment grade credit rating from the following Agencies: BBB at Standard and Poor's, BBB at Fitch or Baa3 at Moody's, or any internationally reputable bank with a minimum investment grade credit rating (as described above), or any subsidiary of an internationally reputable bank with a minimum investment grade credit rating (as described above), or any subsidiary of an internationally reputable bank without a minimum investment grade credit rating (or without any rating at all), provided that it is counter-guaranteed by any internationally reputable bank with a minimum investment grade credit rating (as described above); which has been approved in advance by DESFA, at its sole discretion.

Once the GTA Guarantee described here above is presented to DESFA, the Binding Bid Guarantee will be returned.

The GTA Guarantee shall have a duration and shall remain valid until the end of the sixth month succeeding the end of the first year of the transportation services provided to that Participant in relation to the capacity allocated to the said Participant within the framework of the incremental capacity process. One (1) month before the COD for DESFA, the Participant shall present to DESFA the guarantee required according to the relevant provisions of the NNGS



Standard Transmission Agreement and chapter 3A of the NNGS Network Code for the capacity allocated for each IP and direction (be it entry DESFA or exit DESFA) and for each Entry Point to that Participant in the context of the Incremental Capacity Process. For the capacity allocated to that Participant in the context of the Market Test the guarantee for each IP and direction (be it entry DESFA or exit DESFA) and for each Entry Point under the NNGS Transmission Agreement is calculated as per article 21^H of the NNGS Network Code. For the avoidance of any doubt, all other Participant's obligations should be fulfilled pursuant to the relevant provisions of the NNGS Network Code and the NNGS Standard Transmission Agreement, as applicable from time to time.

The Participant has the right to request the reduction of its GTA Guarantee up to the amount corresponding to the part of the guarantee provided for the capacity booked under the NNGS Standard Transmission Agreement. No later than six (6) months after the end of the first year of the transportation services provided to that Participant, and only if said Participant has duly and timely paid the charges invoiced by DESFA for that year, the GTA Guarantee shall be returned to the Participant.

In the event of a positive EVT, if the successful Participant does not issue the GTA Guarantee or does not execute the GTA it shall pay a penalty to DESFA equal to the value of the Binding Bid Guarantee described in Section 5.1.

If the GTAs do not become fully effective, or if one or more Participants withdraw from the GTA by exercising the step-out option by the Step-out Deadline, and as a result DESFA cannot continue the Incremental Capacity Project, as provided for in this Section, DESFA will allocate the actual costs incurred by DESFA for the Market Test up to that point to each Participant with a GTA, pro rata to the amount of their GTA Guarantees. The GTA Guarantee will be returned after such actual costs have been settled.

If the Participant terminates the GTA for reasons not attributable to DESFA after the Step-out Deadline and until the Long Stop Date, it shall pay a penalty to DESFA equal to the value of the GTA Guarantee.

Once the GTA becomes fully effective (i.e. all conditions precedent are met or waived by DESFA and DESFA's FID is taken until the Long Stop Date), the Participant shall be required to pay to DESFA all the applicable transmission charges with start date from the date the capacity is made available and for full duration for which capacity has been allocated to that Participant, in accordance with the terms of the GTA.

5.8 Progress of the project, lack of permits, delays in making available the capacity

DESFA will share with the Participants concerned the progress of the Incremental Capacity Project. By signing the GTA, the Participant shall be deemed to have accepted that, if the authorizations, permissions, easements, procurement contracts and any other relevant land rights necessary for the construction phase of DESFA's project are not obtained/signed or



delayed, then the execution time of the Incremental Capacity Project will be extended accordingly, and DESFA shall have no liability to any Participant in connection with such delays, other than what may be set out in the relevant terms of the GTA.

5.9 Force Majeure

"Force Majeure" for the Binding Bidding Phase is defined in the NNGS Network

5.10 Element IND and RP for fixed price approach

To be consistent with the Tariff Regulation, DESFA will apply floating applicable payable price derived from its reference price methodology also to incremental capacity. DESFA is therefore not considering the adoption of a fixed price approach and consequently elements IND and RP foreseen by Commission Regulation (EU) 2017/460 are not relevant.

5.11 Level of user commitments (f-factor)

The level of user commitments (f-factor) proposed for the EVT is 0.7 for all Expansion Projects.

6. Economic Viability Test Parameters

6.1 Reference price

The tariffs for the allocated capacity shall be governed by the principles and methodology detailed in the Tariff Regulation as in force at any given time. Consistently with the current tariff regulatory framework, DESFA considers applying a floating reference price.

For indicative purposes, the 2024 tariff for long term bookings at entry points of the NNGTS, according to the Tariff Regulation, as in force at the time of publication of the Guidelines, is equal to 2,9175706 €/kWh/h/y without taking into account any regulatory adjustment provisioned in the applicable Tariff Regulation. The tariff for the current regulatory period for long term bookings at exit points of the NNGTS, according to the Tariff Regulation, as in force at the time of publication of the Guidelines, is equal to 4,3000262 €/kWh/h/y without taking into account any regulatory adjustment provisioned in the applicable Tariff Regulation.

The inclusion of the Limited Expansion Project in DESFA's Regulated Asset Base (RAB) will lead to an estimated tariff equal to 4,3967941€/kWh/h/y for the entry points and an estimated tariff equal to 5,1409195 €/kWh/h/y for the exit points being the Reference Prices for DESFA's calculations for the EVT.

The inclusion of the Partial Expansion Project in DESFA's Regulated Asset Base (RAB) will lead to an estimated tariff equal to 4,4263628 €/kWh/h/y for the entry points and an estimated tariff equal to 5,6808396 €/kWh/h/y for the exit points being the Reference Prices for DESFA's calculations for the EVT.



The inclusion of the Full Expansion Project in DESFA's Regulated Asset Base (RAB) will lead to an estimated tariff equal to 4,3506619 €/ (kWh/h)/y for the entry points and an estimated tariff equal to 5,7074633 €/ (kWh/h)/y for the exit points being the Reference Prices for DESFA's calculations for the EVT.

For the avoidance of doubt, in all cases, the reference price effectively applied will be finally determined according to the provisions of the regulatory framework in place at the time of the transmission service and considering the actual costs incurred by the TSO.

6.2 Mandatory minimum premium

For the Limited Expansion Project, both for entry and exit points, the Mandatory Minimum Premium is equal to 0,4080 €/ (kWh/h)/y.

For the Partial Expansion Project, both for entry and exit points, the Mandatory Minimum Premium is equal to 0,2880€/ (kWh/h)/y.

For the Full Expansion Project, both for entry and exit points, the Mandatory Minimum Premium is equal to 0 €/ (kWh/h)/y.

6.3 Present value of estimated increase in allowed revenue

The present value of the estimated increase of the allowed revenues associated to the investments for the Limited Expansion Project, is estimated to 152.293.723 €.

The present value of the estimated increase of the allowed revenues associated to the investments for Partial Expansion Project is estimated to 255.434.644 €.

The present value of the estimated increase of the allowed revenues associated to the investments for the Full Expansion Project is estimated to 403.293.027 €.



7. Contact information

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8. Annex I – Definitions

This Annex contains definitions and abbreviations used in this document.

1. **Amfitriti entry point** means the entry point to DESFA System in “Amfitriti”, located in the area of Alexandroupolis, through which natural gas will be injected from the independent natural gas system of Alexandroupolis to the NNGTS.
2. **Alternative Allocation Mechanism (or AAM)** as defined in article 30 CAM NC.
3. **Applicant** means the interested party that registers during the Binding Phase according to Section 5.1.
4. **Application** means an application for Future Capacity Reservation according to article 95A of the NNGS Network Code.
5. **Bid Submission Window** means the period during which Participants may submit a Binding Bid.
6. **Binding Bid** means a bid submitted by a Participant during the Binding Phase.
7. **Bind Bid Guarantee** means the on-demand bank guarantees, in a form acceptable to DESFA which are required to be submitted to DESFA in order to participate in the Binding Bidding Phase, which meet the requirements set out under Section 5.1.
8. **Binding Bidding Phase** means the final phase of the Market Test whereby interested parties can submit Binding Bids to DESFA through a binding process in accordance with Section 5 and during which DESFA will perform the Economic Viability Test and will proceed to Capacity Allocation.
9. **Binding Phase** means the general phase of the Market Test which is composed of the Information Phase and the Binding Bidding Phase.
10. **Binding Phase Registration Form** means the forms attached to Binding Phase Notice, to be used by Applicants for their registration to the Binding Phase by which Participants will declare acceptance of the conditions set by DESFA.
11. **BULGARTRANGAZ System** means the Bulgarian gas Transmission System, operated by BULGARTRANGAZ EAD.
12. **Business Day(s)** shall mean any calendar day, but not a Saturday, Sunday, or a public holiday either in Greece or Bulgaria as applicable.
13. **CAM NC** means the Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code on Capacity Allocation mechanisms in gas transmission systems.
14. **Capacity Allocation** means allocated capacity to the successful Participants after the positive outcome of a Binding Bidding Phase and EVT.
15. **Cluster** means the group of IPs and/or Entry Points per Expansion Project for which a constraint on the maximum incremental capacity that can be offered at all points of



the Cluster on aggregate is imposed, according to Section 2.

16. **Commercial Operation Date (COD)** means the commercial operation date of the incremental capacity realized following a positive EVT.
17. **Condition(s) Precedent** means the events or actions that must be completed (or otherwise waived) before the GTA(s) become fully effective pursuant to the terms of the relevant GTA(s), as required by DESFA in Section 5.7.
18. **Connection Agreement** means the agreement signed between DESFA and a Project Promoter in the context and as a result of this Market Test for a Connection Project taking into account the results of the Market Test and the content of article 95E of the NNGS Network Code.
19. **Connection Project** means the project(s) defined in the Evaluation Study or the technical study of Article 1.2 for each Project Promoter, as applicable, that are required to be implemented by DESFA in order to connect the respective INGS to the NNGTS and provide the transmission services described therein, taking into account the results of this Market Test and the content of article 95E of the NNGS Network Code.
20. **Coupled Capacity** refers to the provision of natural gas transmission services in coupled points according to the provisions of chapter 2D of NNGS Network Code as in force from time to time.
21. **Demand Assessment Report (or DAR)** means the report published by DESFA on 20.12.2023, summarizing the results of the Non-binding demand indications received by DESFA.
22. **Design Phase** means the design phase of the Market Test, in line with the Incremental Capacity Process for the relevant IPs as defined in article 27 of CAM NC.
23. **DESFA System** means the National Natural Gas Transmission System of Greece, operated by DESFA.
24. **Economic Viability Test (or EVT)** means the test applied to assess the economic viability of the Incremental Capacity Project according to Section 5.6.
25. **Entry Point** means the Amfitriti entry point of the NNGTS and the prospective entry points pertaining to the FSRUs of the Project Promoters.
26. **Evaluation Study** means the New Project Evaluation Study prepared by DESFA and disclosed to a user applying for future capacity in the NNGS pursuant to article 95B of the NNGS Network Code, as amended from time to time.
27. **EWRC** means Energy and Water Regulatory Commission of Bulgaria, the National Energy Regulatory Authority of Bulgaria.
28. **Expansion Project** means a project to expand DESFA's capacity in DESFA's existing entry and/or exit points or to establish new entry and/or exit points on DESFA System, and includes a Limited Expansion Project, Partial Expansion Project and/or Full Expansion Project in accordance with Section **Σφάλμα! Το αρχείο προέλευσης της αναφοράς δεν βρέθηκε..**
29. **F-factor** means the share of the present value of the estimated increase in the allowed or target revenue of DESFA associated with the incremental capacity included in the



respective Offer Level to be covered by the present value of binding commitments of Participants for contracting capacity, calculated as the discounted sum of the respective Reference Prices (and the Mandatory Minimum Premium) multiplied by the amount of contracted incremental capacity.

30. **GTA (or Gas Transportation Agreement)** means a gas transportation agreement signed by DESFA and a Participant to whom incremental capacity has been allocated after the allocation of such capacity, pursuant to the Market Test, as approved by RAEWW.
31. **GTA Guarantee** means the on-demand bank guarantees, in a form acceptable to DESFA which are required to be submitted to DESFA in order to enter into a GTA, which meet the requirements set out under Section 5.7.
32. **Guidelines** means the present incremental capacity project proposal approved by RAEWW, which describes the technical project and the process that will be followed in order for DESFA to offer incremental capacity in the Market Test for the expansion of DESFA System.
33. **ICGB System (or IGB)** means the Interconnector Greece-Bulgaria operated by ICGB AD.
34. **Incremental Capacity Process** means the process to assess market demand for incremental, firm bundled, capacity at Kulata/Sidirokastro IP and Komotini IP launched by the TSOs Concerned.
35. **Incremental Capacity Project** means the project described in this document aiming to increase the amount of technical capacity at the IPs and Entry Points.
36. **Information Phase** has the meaning given to it in Section 4.
37. **INGS** means the Independent Natural Gas System, as defined in article 2a) of the Energy Law 4001/2011.
38. **Interconnection Point (or IP)** means the interconnection points Komotini IP, Kulata/Sidirokastro IP, Kipi IP or Nea Messimvria IP.
39. **Kipi IP** means the interconnection point connecting DESFA System and the natural gas transmission system of Turkey.
40. **Komotini IP** means the interconnection point connecting DESFA System and ICGB System.
41. **Kulata/Sidirokastro IP** means the interconnection point connecting DESFA System and BULGARTRANGAZ System.
42. **Linked Bid** means a bid where the Participant has indicated that its binding request at a DESFA's Entry Point or IP is subject to allocation of an equal amount of capacity and duration at an IP.
43. **Long Stop Date** is the 31st of May 2025.
44. **Mandatory Minimum Premium** means an additional amount added on the Reference Price, where applicable according to Section 6.2, to ensure a positive EVT [according to article 33 of Commission Regulation (EU) 2017/460 (TAR NC)].



45. **Market Test** means the market test process for the expansion of DESFA System launched by DESFA in March 2023, the binding phase of which is described in the Guidelines.
46. **Marginal Bid** means a bid where capacity cannot be met by DESFA at one Offer Level for an IP or Entry Point and/or for a Cluster.
47. **Nea Messimvria IP** means the interconnection point connecting DESFA System and TAP System.
48. **NNGTS** means the National Natural Gas Transmission System, as defined in article 67 of the Energy Law 4001/2011.
49. **NNGS Standard Transmission Agreement** the standard framework agreement between DESFA and a Transmission User (Government Gazette B 4802/30.10.2020) according to article 6A of NNGS Network Code as in force from time to time.
50. **NNGS Network Code** shall mean the Network Code of the Greek National Natural Gas System (Government Gazette B 5773/04.10.2023) as in force from time to time.
51. **Non-binding demand indications** the non-binding demand indication(s) for incremental capacity at the NNTGS, received by DESFA in the context of the non-binding phase of the Market Test.
52. **NRA(s) or National Regulatory Authority(ies)** means the National Energy Regulatory Authority of Greece (RAEWW) and of Bulgaria (EWRC) if applicable.
53. **Notice (or Binding Phase Notice)** means the notice published by DESFA at the start of the Information Phase.
54. **Offer Level** means the maximum level of capacity which can be offered per Expansion Project at each IP and Entry Point, and at each Cluster according to Section 2.
55. **Participant(s)** means an Applicant that is considered compliant by DESFA (in accordance with Section 5.1) with the requirements for registration process and can further participate in the Binding Bidding Phase.
56. **Project Promoters** means the companies that have submitted an application for Future Capacity Reservation to DESFA in accordance with article 95A of the NNGS Network Code for the connection of an independent natural gas system (INGS) to the NNGTS, namely Elpedison for Thessaloniki FSRU in the area of Thessaloniki, Mediterranean Gas for Argo FSRU in the area of Volos, and Dioriga Gas for Dioriga FSRU in the area of Corinth.
57. **Project Proposals** the incremental capacity project proposals, which describe the technical project and the process that will be followed in order the TSOs Concerned to offer firm incremental capacity at the Komotini IP and the Kulata/Sidirokastro IP.
58. **RAEWW** means the Regulatory Authority for Energy, Water and Waste, the National Energy Regulatory Authority of Greece.
59. **Reference Price(s)** means the price(s) for a capacity product for firm capacity of duration of one year at the IPs or Entry Points according to Section 6.1



- 60. **Tariff Regulation** means the Tariff Regulation for the Basic Activities of the National Natural Gas System as defined in article 88 of Law 4001/2011 and in force from time to time.
- 61. **TAP** means the Trans Adriatic Pipeline AG.
- 62. **TAP System** means the gas transmission system operated by TAP.
- 63. **Transmission System** means any natural gas pipeline system, including pipes above and below ground and all other related equipment owned, or used and operated, by a TSO in order to provide natural gas transportation services.
- 64. **TSO** means Transmission System operator, being BULGARTRANGAZ, DESFA, ICGB and TAP (as relevant).
- 65. **TSOs Concerned** means DESFA and ICGB for the Komotini IP, DESFA and BULGARTRANGAZ for the Kulata/Sidirokastro IP, and DESFA only for the other IPs and Entry Points of DESFA System.
- 66. **TYNDP** a TSO's Ten Year Network Development Plan.
- 67. **Transmission User(s)** an entity that has entered into an NNGS Standard Transmission Agreement.

Η απόφαση αυτή να δημοσιευθεί στην Εφημερίδα της Κυβερνήσεως.

Αθήνα, 25 Απριλίου 2024

Ο Αντιπρόεδρος του Κλάδου Ενέργειας

ΔΗΜΗΤΡΙΟΣ ΦΟΥΡΛΑΡΗΣ



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1. ΦΥΛΛΟ ΤΗΣ ΕΦΗΜΕΡΙΔΑΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ (ΦΕΚ)

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- Τα **ΦΕΚ σε έντυπη μορφή** διατίθενται σε μεμονωμένα φύλλα είτε απευθείας από το Τμήμα Πωλήσεων και Συνδρομητών, είτε ταχυδρομικά με την αποστολή αιτήματος παραγγελίας μέσω των ΚΕΠ, είτε με ετήσια συνδρομή μέσω του Τμήματος Πωλήσεων και Συνδρομητών. Το κόστος ενός ασπρόμαυρου ΦΕΚ από 1 έως 16 σελίδες είναι 1,00 €, αλλά για κάθε επιπλέον οκτασέλιδο (ή μέρος αυτού) προσαυξάνεται κατά 0,20 €. Το κόστος ενός έγχρωμου ΦΕΚ από 1 έως 16 σελίδες είναι 1,50 €, αλλά για κάθε επιπλέον οκτασέλιδο (ή μέρος αυτού) προσαυξάνεται κατά 0,30 €. Το τεύχος Α.Σ.Ε.Π. διατίθεται δωρεάν.

• Τρόποι αποστολής κειμένων προς δημοσίευση:

- Α. Τα κείμενα προς δημοσίευση στο ΦΕΚ, από τις υπηρεσίες και τους φορείς του δημοσίου, αποστέλλονται ηλεκτρονικά στη διεύθυνση **webmaster.et@et.gr** με χρήση προηγμένης ψηφιακής υπογραφής και χρονοσήμανσης.
- Β. Κατ' εξαίρεση, όσοι πολίτες δεν διαθέτουν προηγμένη ψηφιακή υπογραφή μπορούν είτε να αποστέλλουν ταχυδρομικά, είτε να καταθέτουν με εκπρόσωπό τους κείμενα προς δημοσίευση εκτυπωμένα σε χαρτί στο Τμήμα Παραλαβής και Καταχώρισης Δημοσιευμάτων.

- Πληροφορίες, σχετικά με την αποστολή/κατάθεση εγγράφων προς δημοσίευση, την ημερήσια κυκλοφορία των Φ.Ε.Κ., με την πώληση των τευχών και με τους ισχύοντες τιμοκαταλόγους για όλες τις υπηρεσίες μας, περιλαμβάνονται στον ιστότοπο (**www.et.gr**). Επίσης μέσω του ιστότοπου δίδονται πληροφορίες σχετικά με την πορεία δημοσίευσης των εγγράφων, με βάση τον Κωδικό Αριθμό Δημοσιεύματος (ΚΑΔ). Πρόκειται για τον αριθμό που εκδίδει το Εθνικό Τυπογραφείο για όλα τα κείμενα που πληρούν τις προϋποθέσεις δημοσίευσης.

2. ΕΚΤΥΠΩΤΙΚΕΣ - ΕΚΔΟΤΙΚΕΣ ΑΝΑΓΚΕΣ ΤΟΥ ΔΗΜΟΣΙΟΥ

Το Εθνικό Τυπογραφείο ανταποκρινόμενο σε αιτήματα υπηρεσιών και φορέων του δημοσίου αναλαμβάνει να σχεδιάσει και να εκτυπώσει έντυπα, φυλλάδια, βιβλία, αφίσες, μπλοκ, μηχανογραφικά έντυπα, φακέλους για κάθε χρήση, κ.ά.

Επίσης σχεδιάζει ψηφιακές εκδόσεις, λογότυπα και παράγει οπτικοακουστικό υλικό.

Ταχυδρομική Διεύθυνση: Καποδιστρίου 34, τ.κ. 10432, Αθήνα

ΤΗΛΕΦΩΝΙΚΟ ΚΕΝΤΡΟ: 210 5279000 - fax: 210 5279054

ΕΞΥΠΗΡΕΤΗΣΗ ΚΟΙΝΟΥ

Πωλήσεις - Συνδρομές: (Ισόγειο, τηλ. 210 5279178 - 180)

Πληροφορίες: (Ισόγειο, Γρ. 3 και τηλεφ. κέντρο 210 5279000)

Παραλαβή Δημ. Ύλης: (Ισόγειο, τηλ. 210 5279167, 210 5279139)

Ωράριο για το κοινό: Δευτέρα ως Παρασκευή: 8:00 - 13:30

Ιστότοπος: **www.et.gr**

Πληροφορίες σχετικά με την λειτουργία του ιστότοπου: **helpdesk.et@et.gr**

Αποστολή ψηφιακά υπογεγραμμένων εγγράφων προς δημοσίευση στο ΦΕΚ: **webmaster.et@et.gr**

Πληροφορίες για γενικό πρωτόκολλο και αλληλογραφία: **grammateia@et.gr**

Πείτε μας τη γνώμη σας,

για να βελτιώσουμε τις υπηρεσίες μας, συμπληρώνοντας την ειδική φόρμα στον ιστότοπό μας.

