

**ΑΠΟΦΑΣΗ ΤΟΥ ΚΛΑΔΟΥ ΕΝΕΡΓΕΙΑΣ ΤΗΣ ΡΑΑΕΥ
ΥΠ' ΑΡΙΘΜ. Ε-95/2024**

Έγκριση της Πρότασης Έργου Επαύξησης Δυναμικότητας στο Σημείο Διασύνδεσης «IP Komotini – DESFA/IGB», σύμφωνα με την Κοινή Απόφαση των Ρυθμιστικών Αρχών Ελλάδας και Βουλγαρίας

**Ο Κλάδος Ενέργειας της Ρυθμιστικής Αρχής
Αποβλήτων, Ενέργειας και Υδάτων**

Κατά την τακτική συνεδρίαση της Σύνοψης του Κλάδου, στην έδρα της Αρχής, την **25^η Απριλίου 2024**, και

Λαμβάνοντας υπόψη:

1. Τις διατάξεις του Κανονισμού (ΕΕ) 2017/459 της Επιτροπής της 16^{ης} 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), και ιδίως του Κεφαλαίου V αυτού.
2. Τις διατάξεις του Κανονισμού (ΕΚ) αριθ. 715/2009 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 13^{ης} Ιουλίου 2009 σχετικά με τους όρους πρόσβασης στα δίκτυα.
3. Τις διατάξεις της Οδηγίας 2009/73/ΕΚ (εφεξής «Οδηγία») του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 13^{ης} Ιουλίου 2009 σχετικά με τους κοινούς κανόνες για την εσωτερική αγορά φυσικού αερίου και την κατάργηση της οδηγίας 2003/55/ΕΚ.

4. Τις διατάξεις του ν. 4001/2011 «Για τη λειτουργία Ενεργειακών Αγορών Ηλεκτρισμού και Φυσικού Αερίου, για Έρευνα, Παραγωγή και δίκτυα μεταφοράς Υδρογονανθράκων και άλλες ρυθμίσεις» (ΦΕΚ Α΄ 179/22.08.2011), όπως ισχύει.
5. Τις διατάξεις του 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), όπως τροποποιήθηκε και ισχύει, και ιδίως των άρθρων 1-23.
6. Την υπ΄ αριθμ. 768/2018 Απόφαση της ΡΑΕ (ΦΕΚ Β΄ 4052/17.9.2018) και P-BO-2/8.8.2018 Απόφαση της ΕWRC (αριθμ. πρωτ. ΡΑΕ Ι-244251/14.08.2018) με τις οποίες εγκρίθηκε το κοινό κείμενο με τίτλο «*Final Joint Decision of the Energy Regulators on the Exemption Application of ICGB AD - Energy and Water Regulatory Commission (Bulgaria) and Regulatory Authority for Energy (Greece)*», όπως τροποποιήθηκαν με τις Αποφάσεις ΡΑΑΕΥ 568/2020, 424/2021, 742/2022 και Ε-66/2024 και, αντίστοιχα, της ΕWRC P-BO-1/20.3.2020, P-BO-1 /20.5.2021, P-BO-330.9.2022 και P-BO-4/21.3.2024, και ισχύουν (εφεξής, η «Απόφαση Εξαιρέσεως»).
7. Τις αποφάσεις υπ΄ αριθμ. 918/2019 της ΡΑΕ (Β΄ 1531) και Κ-1/08.10.2019 της ΕWRC με τις οποίες εγκρίθηκαν ο Κώδικας Διαχείρισης και ο Κανονισμός Τιμολόγησης του ΙGB, όπως τροποποιήθηκαν με τις υπ΄ αριθμ. 743/2022 Απόφαση της ΡΑΕ (Β΄ 5185) και Κ-1/30.09.2022 Απόφαση της ΕWRC, αντίστοιχα, και ισχύουν.
8. Τις διατάξεις της υπ΄ αριθμ. Δ1/Α/5346/22.03.2010 απόφασης του Υφυπουργού Περιβάλλοντος Ενέργειας και Κλιματικής Αλλαγής με θέμα «Κώδικας Διαχείρισης του Εθνικού Συστήματος Φυσικού Αερίου» (Β΄ 379/01.04.2010) (εφεξής ο «Κώδικας Διαχείρισης ΕΣΦΑ»), όπως τροποποιήθηκε με τις υπ΄ αριθμ. 1096/2011 (Β΄ 2227/2011), 526/2013 (Β΄ 3131/2013), 239/2017 (Β΄ 1549/2017 και Β΄ 2159/2017), 123/2018 (Β΄ 788/2018), 1005/2019 (Β΄ 4088/2019), υπ΄ αριθμ. 727/2020 (Β΄ 1684/2020), 1035/2020 (Β΄ 2840/2020), 1400/2020 (Β΄ 4585/2020), 1433/2020 (Β΄ 4799/2020 & Β΄ 5078/2020), 735/2021 (Β΄ 4687/2021), 1060/2021 (Β΄ 37/2022), 586/2022 (Β΄ 3823/2022), 590/2022 (Β΄ 4270/2022), 645/2022 (Β΄ 4269/2022), 748/2022 (Β΄ 5176/2022), 771/2022 (Β΄ 5576/2022), 822/2022 (Β΄ 69/2023) και Ε-142/2023 (Β΄ 5773/2023) Αποφάσεις της ΡΑΑΕΥ.
9. Την υπ΄ αριθμ. 666/04.08.2022 απόφαση της ΡΑΕ με την οποία εγκρίθηκε το Πρόγραμμα Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου (ΕΣΦΑ) για την περίοδο 2022-2031 (Β΄ 4545), όπως τροποποιήθηκε με την υπ΄ αριθμ. 681/25.08.2022 (Β΄ 5047) απόφαση και ισχύει.

10. Την υπ' αριθμ. Ε-68/2023 Απόφαση του Κλάδου Ενέργειας της ΡΑΑΕΥ με θέμα: «Έγκριση του Προγράμματος Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου για την περίοδο 2023-2032» (Β' 5595/2023).
11. Την υπ' αριθμ. Ε-59/2023 (Β' 4192/29.06.2023) απόφαση του Κλάδου Ενέργειας της ΡΑΑΕΥ με θέμα «Τροποποίηση του Κανονισμού για τη Μεθοδολογία του Απαιτούμενου Εσόδου και των Τιμολογίων των δραστηριοτήτων του Διαχειριστή του Εθνικού Συστήματος Φυσικού Αερίου (ΕΣΦΑ) - Έκτη Αναθεώρηση».
12. Την αριθμ. Ε-69/2023 (Β' 7096/18.12.2023) απόφαση της Αρχής με θέμα «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».
13. 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
14. 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.
15. Τις από 3.7.2023 ανακοινώσεις των ΔΕΣΦΑ και ICGB σχετικά με την εκκίνηση της Διαδικασίας Επαύξησης Δυναμικότητας σύμφωνα με το κεφάλαιο V του Κανονισμού (ΕΕ) 2017/459.
16. Την κοινή Έκθεση Εκτίμησης Ζήτησης (EEZ) Επαυξημένης δυναμικότητας για το διασυνοριακό σημείο διασύνδεσης εισόδου-εξόδου Κομοτηνή των γειτνιαζόντων συστημάτων μεταφοράς φυσικού αερίου μεταξύ Ελλάδας και Βουλγαρίας, η οποία συντάχθηκε από κοινού από τους Διαχειριστές ΔΕΣΦΑ Α.Ε. και ICGB Α.Δ. και αναρτήθηκε στις ιστοσελίδες τους στις 23 Οκτωβρίου 2023 κατά τα οριζόμενα στο άρθρο 26 του υπ' αριθμ. 2017/459 Κανονισμού (ΕΕ) 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. 984/2013.³
17. Τις παρουσιάσεις που έλαβαν χώρα στη διαδικτυακή ημερίδα της ΔΕΣΦΑ Α.Ε. για την επικείμενη δεσμευτική φάση της Δοκιμής Αγοράς και της Διαδικασίας Επαύξησης

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

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-ICGB DAR for Komotini 2023-final-20-10-2023.pdf> και
ICGB: <https://www.icgb.eu/media/yxopxm5y/eng-dar-desfa-icgb-for-komotini-2023-final-20-10-2023.pdf>

Δυναμικότητας σύμφωνα με τις διατάξεις του Κανονισμού (ΕΕ) 459/2017 στις 2 Απριλίου 2024.

18. Την υπ' αριθμ. πρωτ. IV-02/02.04.2024 επιστολή της ICGB A.D με θέμα «Submission of Project proposals for the Incremental Capacity Process 2023» προς τη Ρυθμιστική Αρχή Αποβλήτων, Ενέργειας και Υδάτων με το οποίο υποβλήθηκαν στη ΡΑΑΕΥ οι προτάσεις έργου για την επαύξηση δυναμικότητας στα Σημεία Διασύνδεσης Κομοτηνή και Stara Zagora (αριθμ. πρωτ. ΡΑΑΕΥ I-370768/02.04.2024).
19. Την από 3.4.2024 ηλεκτρονική επιστολή 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 I-370806/03.04.2024).
20. Το υπ' αριθμ. E-15-59-10/16.04.2024 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, owned by ICGB AD and the gas transmission system, owned by DESFA S.A. – “Komotini”» (ΡΑΑΕΥ I-371714/16.04.2024).
21. Το υπ' αριθμ. O-109682/19.04.2024 έγγραφο της Ρυθμιστικής Αρχής Αποβλήτων, Ενέργειας και Υδάτων προς τη Ρυθμιστική Αρχή της Βουλγαρίας με θέμα: «Project Proposal of BULGARTRANGAZ and ICGB for the Incremental Capacity Process 2023 for Stara Zagora».
22. Το υπ' αριθμ. O-109744/19.04.2024 έγγραφο της Ρυθμιστικής Αρχής Αποβλήτων, Ενέργειας και Υδάτων προς τη Ρυθμιστική Αρχή της Βουλγαρίας με θέμα: «Project Proposal of DESFA and ICGB for the Incremental Capacity Process 2023 for Komotini».
23. Την υπ' αριθμ. πρωτ. IV-17/19.04.2024 επιστολή της ICGB AD με θέμα «Letter Ex. № E-15-59-10/16.04.2024 of the EWRC regarding incremental capacity project at interconnection point DESFA SA Komotini» (αριθμ. πρωτ. ΡΑΑΕΥ I-372169/23.04.2024).
24. 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 I-372169/23.04.2024).
25. Την υπ' αριθμ. E-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.

Σκέφτηκε ως εξής:

A. Νομοθετικό πλαίσιο

Επειδή, η ΡΑΑΕΥ, στο πλαίσιο των αρμοδιοτήτων της, σύμφωνα με τα προβλεπόμενα στη διάταξη της παραγράφου 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 το 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 παραγράφου 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 ανταγωνισμού ή της αποτελεσματικής λειτουργίας της εσωτερικής αγοράς φυσικού αερίου που συνδέονται με τα εν λόγω έργα επαυξημένης δυναμικότητας. Αν αρμόδια 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 παράγραφο 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 παράγραφο 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 παραγράφων 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 αντανακλάται σε αύξηση των επιτρεπόμενων ή στοχευόμενων εσόδων, σύμφωνα με τους ισχύοντες εθνικούς κανόνες».

Επειδή, ο ΔΕΣΦΑ είναι ένα πλήρως ρυθμιζόμενο Σύστημα Μεταφοράς, συνεπώς στα Σημεία Διασύνδεσής του (Interconnection Points, IPs) έχει άμεση εφαρμογή ο Κανονισμός (ΕΕ) 2017/459.

Επειδή, με κοινή απόφαση των Ρυθμιστικών Αρχών Ελλάδας και Βουλγαρίας (σχετικό 6) χορηγήθηκε στην εταιρεία ICGB AD για τον αγωγό Interconnector Greece-Bulgaria (IGB) εξαίρεση κατά το άρθρο 36 της Οδηγίας 2009/73/ΕΚ από τον ιδιοκτησιακό διαχωρισμό, την πρόσβαση τρίτων (μερικώς) και την έγκριση τιμολογίων για 25 χρόνια. Συγκεκριμένα, από τις διατάξεις της Οδηγίας 2009/73/ΕΚ περί πρόσβασης τρίτων (άρθρο 32) εξαιρέθηκε μόνο το τμήμα της δυναμικότητας που είχε δεσμευθεί στη Δοκιμή Αγοράς που είχε διενεργηθεί ενόψει της αίτησης εξαίρεσης της εταιρείας ICGB AD. Σύμφωνα με τα οριζόμενα στην Απόφαση Εξαίρεσης,

η ICGB AD ως Διαχειριστής του IGB οφείλει να εφαρμόζει όλους τους Ευρωπαϊκούς Κανονισμούς στο βαθμό που δεν αντίκεινται στην Απόφαση Εξαίρεσης. Κατά τούτο, η κατανομή δυναμικότητας για το υπόλοιπο τμήμα της δυναμικότητας υπόκειται στις διατάξεις του Κανονισμού (ΕΕ) 2017/459. Το ίδιο ισχύει για τυχόν επαύξηση της δυναμικότητας του αγωγού, η οποία οφείλει να ακολουθεί τις διατάξεις του Κεφαλαίου V του ίδιου Κανονισμού, όπως διευκρινίστηκε στην τελευταία αναθεώρηση της Απόφασης Εξαίρεσης (Απόφαση ΡΑΑΕΥ Ε-66/2024, βλ. σχετικό 6).

B. Επί της Δοκιμής Αγοράς του ΕΣΦΑ

Επειδή, όπως έχει αποτυπωθεί αναλυτικά στις αποφάσεις για την έγκριση των δεκαετών Προγραμμάτων Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου – ΕΣΦΑ (σχετικά 9 και 10), 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 1^η Ιουνίου 2023 (σχετικό 13). Σύμφωνα με τα στοιχεία της Έκθεσης Εκτίμησης Ζήτησης για την επέκταση του ΕΣΦΑ που δημοσιεύθηκαν στην ιστοσελίδα του (σχετικό 14), είκοσι επτά εταιρείες εκδήλωσαν ενδιαφέρον στο πρώτο στάδιο του Market Test, υποβάλλοντας σχετικές μη δεσμευτικές προσφορές. Το ενδιαφέρον αφορούσε 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, συμπεριλαμβανομένης

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.

της Κομοτηνής, που αποτελεί Σημείο Διασύνδεσης του εθνικού συστήματος φυσικού αερίου της Ελλάδας με τον αγωγό IGB, για ροή φυσικού αερίου από Ελλάδα προς Βουλγαρία. Ειδικά για το Σημείο Διασύνδεσης «IP Komotini DESFA/IGB» (EIC Code: 21Z000000005398)⁵, με βάση τα αποτελέσματα της μη δεσμευτικής φάσης του Market Test παρουσιάστηκε ενδιαφέρον για κατεύθυνση ροής από Ελλάδα προς Βουλγαρία για 24 έτη (2023-2047), η οποία φτάνει έως και σε μέγιστη δυναμικότητα 190 GWh/ημέρα. Αυτά είναι αιτήματα είτε μόνο για έξοδο στο Σημείο Κομοτηνή είτε συζευγμένα (linked) με είσοδο στο Σημείο Εισόδου Αμφιτρίτη και έξοδο στο Σημείο Κομοτηνή. Οι αιτηθείσες δυναμικότητες υπερβαίνουν την τεχνική δυναμικότητα του Σημείου Διασύνδεσης, επομένως ο Διαχειριστής εξέτασε 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 24 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 την Πρόταση του Έργου Επαύξησης Δυναμικότητας. Βάσει της πρότασης αυτής, ο Κλάδος Ενέργειας της Ρυθμιστικής Αρχής Αποβλήτων, Ενέργειας και Υδάτων, καθόρισε κατευθυντήριες γραμμές για τη διεξαγωγή της δεσμευτικής φάσης της Διαδικασίας Επαυξημένης Δυναμικότητας και του Market Test του έτους 2023 (σχετικό 25), κατά τρόπο ώστε να συνδυαστεί κατάλληλα με την επαύξηση δυναμικότητας των Σημείων Διασύνδεσης από κοινού με τους γειτονικούς διαχειριστές, όπως περιγράφεται στον Κανονισμό. (ΕΕ) 2017/459. Βάσει των κατευθυντηρίων γραμμών, 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

⁵ Σε αντιδιαστολή με το Σημείο Διασύνδεσης «IP Komotini TAP/IGB».

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

Επειδή, 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 συμπιεστών 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.

Επειδή, 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 Κομοτηνή. 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, περιλαμβανομένης της Κομοτηνής.

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, την Ουγγαρία, τη Σλοβακία, τη Μολδαβία 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, αποφασίσαν 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 το λόγο αυτό, οι 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 το αργότερο 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 Κομοτηνή

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 υποβάλλουν 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 ΔΕΣΦΑ Α.Ε. και ICGB Α.Δ. εκκίνησαν τη μη δεσμευτική φάση της διαδικασίας για την επαύξηση δυναμικότητας στο Σημείο Διασύνδεσης Κομοτηνή. Οι Διαχειριστές έλαβαν μη δεσμευτικές προσφορές για τα έτη 2024-2047, στην κατεύθυνση από Ελλάδα προς Βουλγαρία, με μέγιστη αιτηθείσα δυναμικότητα 137.374.630 kWh/ημέρα για τα έτη αερίου από 2025-2026 έως 2028-2029.

Επειδή, οι Διαχειριστές εκπόνησαν από κοινού Έκθεση Εκτίμησης Ζήτησης, αξιολογώντας τα σχετικά αιτήματα, η οποία δημοσιεύτηκε στις ιστοσελίδες τους στις 23 Οκτωβρίου 2023 (σχετικό 13). Η κοινή EEZ 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.

Ακολούθως, οι δύο Διαχειριστές, ΔΕΣΦΑ και ICGB, ακολουθώντας τις διατάξεις και τις προβλεπόμενες προθεσμίες του Κανονισμού, διεξήγαγαν από κοινού δημόσια διαβούλευση, από τις 07.02.2024 έως τις 08.03.2024, 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.⁶

⁶ ICGB: <https://www.icgb.eu/media/t1gph0gc/project-proposal-desfa-icgb.pdf>

ΔΕΣΦΑ: https://www.desfa.gr/userfiles/5fd9503d-e7c5-4ed8-9993-a84700d05071/20240207_Project_Proposal_DESFA-ICGB.pdf

Ο ΔΕΣΦΑ (σχετικό 19) και ο ICGB (σχετικό 18) υπέβαλαν προς έγκριση την Κοινή Πρόταση Έργου για το έργο επαύξησης δυναμικότητας στο Σημείο Διασύνδεσης Κομοτηνή σύμφωνα με τις διατάξεις του άρθρου 28 του Κανονισμού στην οποία προσδιορίστηκε ένα Επίπεδο Προσφοράς, ίσο με 53.242.150 kWh/ημέρα/έτος δεσμοποιημένης αδιάλειπτης δυναμικότητας στο Σημείο Διασύνδεσης Κομοτηνή.

Από την πλευρά του ΔΕΣΦΑ οι επενδύσεις που απαιτούνται είναι αυτές που αναφέρθηκαν στην Ενότητα Β. Και τα τρία επίπεδα προσφοράς της δοκιμής αγοράς του ΕΣΜΦΑ μπορούν να ικανοποιήσουν αυτό το Επίπεδο Προσφοράς του διασυνοριακού Market Test.

Από την πλευρά της ICGB, η εταιρεία έχει πραγματοποιήσει προκαταρκτικές τεχνικές μελέτες για τον προσδιορισμό των επενδύσεων που απαιτούνται προκειμένου να διατεθεί επαύξηση της δυναμικότητας στο Σημείο Κομοτηνή στην κατεύθυνση από τον ΔΕΣΦΑ προς τον IGB. Η επέκταση από την πλευρά του ICGB περιλαμβάνει: α) νέο τμήμα φιλτραρίσματος, β) νέα γραμμή ρύθμισης, γ) νέα γραμμή μέτρησης και δ) νέο προθερμαντήρα αερίου με σχετικό bypass, καθώς και τα επιπλέον βοηθητικά έργα: α) ενσωμάτωση των νέων υποδομών στις υφιστάμενες διεργασίες, β) επέκταση και αναβάθμιση των συστημάτων SCADA. Το συνολικό εκτιμώμενο κόστος ανέρχεται σε 4-4,5 εκατ.€ και δύναται να προσφερθεί το τέταρτο τρίμηνο (Q4) του 2026.

Επειδή, δεδομένου ότι ένα ποσοστό 10% της επαυξημένης δυναμικότητας πρέπει, βάσει του Κανονισμού, να παρακρατηθεί για βραχυχρόνια (κάτω του ενός έτους) προϊόντα, η τελική δυναμικότητα που θα προσφερθεί συνοψίζεται στον ακόλουθο πίνακα:

	Επίπεδα προσφοράς (kWh/ημέρα)/έτος		
	Επίπεδο Προσφοράς 1 (Limited)	Επίπεδο Προσφοράς 2 (Partial)	Επίπεδο Προσφοράς 3 (Full)
Αδιάλειπτη επαυξημένη δυναμικότητα	53.242.150		
Προσφερόμενη Αδιάλειπτη επαυξημένη δυναμικότητα	47.917.935		
Ημ/νία Έναρξης	Q4 2028	Q2 2029	Q4 2029

Καθώς τα έργα που απαιτούνται από την πλευρά του IGB είναι περιορισμένα και θα έχουν ολοκληρωθεί εντός του τέταρτου τριμήνου του 2026, ο χρόνος έναρξης διάθεσης της δεσμοποιημένης (bundled) αδιάλειπτης (firm) επαυξημένης δυναμικότητας εξαρτάται από την ολοκλήρωση των έργων από την πλευρά του ΔΕΣΦΑ, όπως αναγράφονται στον παραπάνω πίνακα, ανάλογα με τον βαθμό επαύξησης (πλήρης, μερική ή περιορισμένη) του ΕΣΜΦΑ που θα προκύψει. Προϋπόθεση είναι επίσης η ολοκλήρωση της αναβάθμισης του τμήματος του αγωγού Καρπερή-Κομοτηνή, η οποία έχει εγκριθεί στο Πρόγραμμα Ανάπτυξης του ΕΣΦΑ 2023-2032 (σχετικό 10) και εκτιμάται εντός του 2027.

Περαιτέρω, οι Διαχειριστές δύνανται να προσφέρουν δυναμικότητα ήδη από το Q4 2026. Ωστόσο,

στην περίπτωση αυτή, οι χρήστες από την πλευρά του ΔΕΣΦΑ και για το διάστημα έως την ολοκλήρωση των έργων επαύξησης στο ΕΣΜΦΑ μπορούν να αιτηθούν μόνο συζευγμένη (coupled) δυναμικότητα μεταξύ των σημείων εισόδου είτε των Κήπων είτε της Αμφιτρίτης και της Κομοτηνής (μέσω της υποβολής «συνδυαστικών προσφορών» - «linked bids»). Προϋπόθεση για αυτό αποτελεί η ολοκλήρωση της τέταρτης μονάδας του συμπιεστή στην Κομοτηνή, η οποία τοποθετείται εντός του πρώτου εξαμήνου του 2025.

Επειδή, για όλη την περίοδο, οι χρήστες από την πλευρά του IGB δύνανται να υποβάλουν συνδυαστικά αιτήματα μεταξύ της Κομοτηνής και της Stara Zagora, ενώ οι χρήστες από την πλευρά του ΕΣΜΦΑ δύνανται να υποβάλουν συνδυαστικά αιτήματα μεταξύ οποιασδήποτε εισόδου που μετέχει στην εσωτερική Δοκιμή Αγοράς του ΕΣΦΑ και της Κομοτηνής.

Επειδή, για να καταστεί διαθέσιμη η επαυξημένη δυναμικότητα στο Σημείο Διασύνδεσης Κομοτηνή, απαιτούνται αντίστοιχες επενδύσεις και στο Σημείο Stara Zagora, ήτοι στο Σημείο Διασύνδεσης του IGB με το σύστημα μεταφοράς φυσικού αερίου της Βουλγαρίας που διαχειρίζεται η εταιρεία Bulgartransgaz EAD. Συνεπώς, σύμφωνα με την πρόταση των Διαχειριστών, το έργο επαύξησης δυναμικότητας περιλαμβάνει περισσότερα από δύο συστήματα εισόδου – εξόδου στην Ευρωπαϊκή Ένωση, ήτοι το εθνικό σύστημα μεταφοράς φυσικού αερίου της Ελλάδας, τον διασυνδετήριο αγωγό Ελλάδα-Βουλγαρίας (IGB) και το εθνικό σύστημα μεταφοράς φυσικού αερίου της Βουλγαρίας. Επίσης, τα μη δεσμευτικά αιτήματα της πρώτης φάσης αφορούν σε πρόθεση δέσμευσης δυναμικότητας σε περισσότερα των ενός Σημείων Διασύνδεσης και δέσμευσης δυναμικότητας για πάνω από ένα έτος. Επομένως, πληρούνται οι προϋποθέσεις του άρθρου 30 παρ. 2 του Κανονισμού (ΕΕ) 2017/459 για την εφαρμογή Εναλλακτικού Μηχανισμού Κατανομής δυναμικότητας.

Επειδή, προκειμένου να αυξηθεί η πιθανότητα θετικής έκβασης των οικονομικών δοκιμών που θα εφαρμοστούν στο πλαίσιο της οικονομικής δοκιμής, κρίνεται εύλογη η πρόταση των Διαχειριστών για επέκταση της διάρκειας των προϊόντων δυναμικότητας στα έως 20 έτη, καθώς αυτή η δυνατότητα προβλέπεται όταν εφαρμόζεται Εναλλακτικός Μηχανισμός Κατανομής.

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.

Ωστόσο, αναφορικά με τις παραμέτρους της Οικονομικής Δοκιμής, οι Ρυθμιστές ζήτησαν

επιπλέον διευκρινίσεις από την ICGB AD σχετικά α) με τον ορισμό της παραμέτρου f (f -factor), δηλαδή 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. Η εταιρεία παρείχε τις διευκρινίσεις με το σχετικό 23.

Ο ΔΕΣΦΑ προτείνει f -factor=0.7, όπως ειδικότερα αναφέρεται στην απόφαση έγκρισης των Κατευθυντήριων Γραμμών (βλ. σχετικά 24 και 25). Η ICGB AD προτείνει f -factor=1, σε συνέπεια με την Απόφαση Εξαίρεσης και τον Κανονισμό Τιμολόγησης του αγωγού IGB, σύμφωνα με τα οποία αφενός η επαύξηση του αγωγού δεν πρέπει να επιβαρύνει τους υφιστάμενους χρήστες, αφετέρου έχει καθοριστεί ένα επίπεδο εύλογης απόδοσης του Διαχειριστή.

Επειδή, με βάση το σύνολο των ως άνω, η πρόταση των Διαχειριστών ΔΕΣΦΑ και ICGB για το έργο επαυξημένης δυναμικότητας στο Σημείο Διασύνδεσης Κομοτηνή περιλαμβάνει το σύνολο των προβλεπόμενων στην παράγραφο 3 του άρθρου 27 και στην παράγραφο 1 του άρθρου 28 του Κανονισμού (ΕΕ) 459/2017, 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) 459/2017,
- 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) 459/2017.

Επειδή, οι Ρυθμιστές Ελλάδας και Βουλγαρίας συνεργάστηκαν στην αξιολόγηση της Πρότασης Έργου της ICGB AD και κατέληξαν από κοινού σε κοινή απόφαση.

Για τους παραπάνω λόγους

Αποφασίζει

1. Την έγκριση της Κοινής Απόφασης των Ρυθμιστικών Αρχών της Βουλγαρίας και της Ελλάδας, η οποία αποτυπώνεται στο κείμενο με τίτλο «Joint Decision of the Energy Regulators for the approval of the Incremental capacity Project Proposal for the interconnection point connecting the gas transmission system of National Natural Gas System Operator S.A. and the gas transmission system of ICGB AD - Komotini» (Παράρτημα Α), με την οποία εγκρίνεται το «*Project Proposal of DESFA and ICGB for the Incremental Capacity Process 2023 for the Komotini IP*» (Παράρτημα Β), σύμφωνα με την πρόταση των Διαχειριστών ΔΕΣΦΑ Α.Ε. και ICGB A.D.. Τα Παραρτήματα προσαρτώνται στην παρούσα Απόφαση και αποτελούν αναπόσπαστο τμήμα αυτής.
2. Την κοινοποίηση της παρούσας στη Ρυθμιστική Αρχή της Βουλγαρίας, καθώς και στους Διαχειριστές ΔΕΣΦΑ Α.Ε. και ICGB A.D..
3. Την δημοσίευση της παρούσας απόφασης στην Εφημερίδα της Κυβερνήσεως.

Αθήνα, 25.04.2024
Ο Αντιπρόεδρος του κλάδου
Ενέργειας της ΡΑΑΕΥ

Δημήτριος Φούρλαρης

ΠΑΡΑΡΤΗΜΑ Α

Energy and Water Regulatory Commission (Republic of Bulgaria)
Regulatory Authority for Energy, Waste and Water (Hellenic Republic)

**Joint Decision of the Energy Regulators for the approval of
the Incremental capacity Project Proposal for the
interconnection point connecting the gas transmission
system of National Natural Gas System Operator S.A. and
the gas transmission system of ICGB AD - Komotini**

April 2024

I. Taking into consideration:

1. In connection with the application of 17.07.2017 by ICGB AD under Art. 36 of Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC (Directive 2009/73/EC), the Energy and Water Regulatory Commission of the Republic of Bulgaria (EWRC) and the Regulatory Authority for Energy, Waste and Water of the Republic of Greece (RAEWW) with Decision № P-BO-1 of 29 May 2018 and Decision № 483 of 29 May 2018, respectively, adopted the "Joint Opinion of the Energy Regulators on the Exemption Application of ICGB AD - Energy and Water Regulatory Commission (Bulgaria) and Regulatory Authority for Energy (Greece)", through which they preliminarily provided to ICGB AD in reference to the Interconnector Greece-Bulgaria (IGB gas pipeline) exemption from the requirements for third-party access, regulated tariffs and ownership unbundling for a period of 25 years, starting from the commercial operation date (COD). The decisions of the regulatory authorities were notified to the European Commission.

2. The European Commission adopted Decision C(2018) 5058 final of 25 July 2018 regarding the exemption of the Greece-Bulgaria interconnector (IGB gas pipeline) from the requirements for third-party access, regulated prices and ownership unbundling.

3. EWRC and RAEWW by Decision № P-BO-2 of 8 August, 2018, and Decision № 768 of 8 August 2018, respectively, adopted the "Final Joint Decision of the Energy Regulators on the Exemption Application of ICGB AD" (hereinafter, the "Final Joint Decision") in compliance with the Commission's Decision.

4. EWRC and RAEWW by Decision № P-BO-1 of 20 March 2020, Decision № P-BO-1 of 20 May 2021 and Decision № P-BO-3 of 30 Sep 2022, respectively by Decision № 568 of 12 March 2020, Decision № 424 of 13 May 2021 and Decision № 742 of 29 Sep 2022, have amended the Final Joint Decision in terms of COD, determining that IGB will be operational no later than 1 October 2022.

5. IGB gas pipeline started commercial operation on 1 October 2022.

6. EWRC and RAEWW by Decision № P-BO-4 of 21 March 2024, respectively by Decision № E-66 of 21 March 2024, have amended the Final Joint Decision in terms of art. 4.2 (3), first paragraph, setting conditions to conduct the market test for upgrading the IGB capacity, as well as in terms of art.4.3, (9), setting that multipliers could be applied for the calculation of the tariff of short-term capacity products.

7. EWRC and RAEWW by Decision № K-1 of 8 October 2019, respectively by Decision № 918 of 9 Oct 2019, have approved IGB Network Code, containing as an appendix the IGB Tariff Code, which shall be applied by ICGB AD.

8. EWRC and RAEWW by Decision № K-1 of 30 Sep 2022, respectively by Decision № 743 of 29 Sep 2022, have approved an amendment of the IGB Network Code, containing as an appendix the IGB Tariff Code.

9. By letter Reg. № IV-02 of 2 April 2024, filed at EWRC reg. № E-15-59-10 of 2 April 2024 and at RAEWW reg. № I-370768 of 2 April 2024, ICGB AD has submitted to the two regulatory authorities to approve an Incremental Capacity Project for Komotini Interconnection Point of the Gas Transmission System of National Natural Gas System Operator S.A. and the Gas Transmission System of ICGB AD (Incremental Capacity Project). The Incremental Capacity Project was also submitted for approval to RAEWW by National Natural Gas System Operator S.A. (DESFA) by letter reg. № I-370806 of 3 April 2024.

10. By letter reg. № E-15-59-10 of 16 April 2024 EWRC on behalf of the two regulatory authorities has requested from ICGB AD to present a justification for the f-factor formation used in the Incremental Capacity Project, as well as a justification for the formation of the present value of the estimated increase in the allowed or target revenues of the transmission system operator ICGB EAD. The requested information has been submitted to EWRC by letter reg. № IV-17 of 19 April 2024, filed at EWRC reg. № E-15-59-10 of 19 April 2024 and at RAEWW reg. № I-372323 of 24 April 2024.

11. The proceeding for the approval of the Incremental Capacity Project is regulated under 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) № 984/2013 (Regulation (EU) 2017/459).

12. Pursuant to Article 28, paragraph 2, sentence 3 of Regulation (EU) 2017/459, EWRC by letter reg. № E-15-59-10 of 16 April 2024 and RAEWW reg. № O-109744 of 19 April 2024, informed each other that on 2 April 2024 they received the Incremental Capacity Project, jointly developed by ICGB AD and DESFA, and also RAEWW received the Project from DESFA on 3 April 2024.

II. The regulatory authorities, after a careful assessment of the Incremental Capacity Project under Chapter V Incremental Capacity Process of Regulation (EU) 2017/459, have found the following:

1. The Incremental Capacity Project aims to increase the technical capacity of the interconnection point Komotini (IP Komotini), where ICGB AD and DESFA intend to offer bundled capacity, in the direction from the gas transmission system of DESFA towards IGB gas pipeline.

2. In compliance with art.26 of Regulation (EU) 2017/459, ICGB AD and DESFA in the period 3 July 2023 – 23 October 2023, carried out a non-binding assessment of the market demand for incremental capacity at the IP Komotini, which connects the gas transmission system of DESFA and the ICGB AD gas transmission system. Based on the demand requests obtained during the non-binding assessment of the market demand, the two operators have concluded that the level of incremental capacity that will be provided by DESFA in the direction towards IGB pipeline is equal to 53 242 150 kWh/d/y. At present, DESFA offers bundled capacity at the amount of 119 412 000 kWh/d. Demand Assessment Report (“DAR”) was published on the 23rd of October 2023 on the websites of the two operators.

In compliance with art.27, para 1 and 2 of Regulation (EU) 2017/459, the two operators of gas transmission systems have carried out technical studies to establish the steps and investments necessary to ensure the incremental capacity at IP Komotini in the direction from the gas transmission system of DESFA towards IGB gas pipeline. The Incremental Capacity Project envisages that ICGB AD will build process equipment as follows: a new filtering section to ensure the efficient and safe passage of natural gas; new regulating line to control and manage gas flow effectively; a new metering line for the accurate measurement of gas volumes; new gas pre-heater with associated bypass. The company will carry out an expansion and upgrade of SCADA systems for enhanced monitoring and control. The estimated cost related to the Incremental Capacity Project is assessed by the company in the range from 4.0 to 4.5 million euros.

DESFA has determined the level of incremental capacity for the project by taking into account the existing technical capacities of the entry and exit points of the DESFA system and the future investments of the Greek gas system already included in the company's latest ten-year network development plan. The process of assessing the necessary investments involves many entry/exit points of the DESFA system, including IP Komotini, and DESFA has simultaneously assessed three incremental capacity projects at different points of the system. These projects include incremental capacity at IP Komotini together with other potential DESFA points and are as follows: Full expansion (Patima – Nea Messimvria) - length 410 km, significant upgrade of compressor station (CS) Nea Messimvria, moderate/significant upgrade of CS Ampelia, costs 574 million euros; partial expansion (Katerini – Livadia) – length 250 km, moderate upgrade of CS Nea Messimvria, small upgrade of CS Ampelia, costs 350 million euros; limited expansion (Rapsani – Brallos) – length 160 km, small upgrade of CS Nea Messimvria, no upgrade of CS Ampelia, cost 224 million euros. Estimated costs for the CS Nea Messimvria are 67.5 million euros (major upgrade), 45 million euros (moderate upgrade) and 22.5 million euros (minor upgrade), and for the CS Ampelia they are 60 million euros (significant upgrade) and 30 million euros (moderate upgrade). DESFA has indicated that the final amount of the costs for the expansion levels and for the upgrade of the compressor stations will be assessed after receiving the network users' binding offers.

3. In accordance with art.27 (3) of Regulation (EU) 2017/459, ICGB and DESFA conducted a joint public consultation on the Incremental Capacity Project in the period from 7 February 2024 to 8 March 2024. During the public consultation, ICGB AD has not received any proposals and comments and from network users, DESFA, on the other hand, received two network users' opinions that have been taken into account in the project.

4. Following the finalization of the consultation and of the design phase ICGB AD and DESFA have published the Incremental Capacity Project on their websites – art.28, (1) of Regulation (EU) 2017/459. According to the said provision, the Incremental Capacity Project shall include at least the following information: all offer levels, reflecting the range of expected demand for incremental capacity at the relevant interconnection points as a result of the public consultation and the market demand assessment; general rules and conditions that a network user must accept to participate and access capacity in the binding capacity allocation phase of the incremental capacity process, including any collaterals to be provided by network users and how possible delays in the provision of capacity or the event of a disruption to the project are dealt with contractually; timelines of the incremental capacity project, including any changes since the consultation and measures to prevent delays and minimise the impact of delays; the parameters of

the economic test; whether an exceptionally extended time horizon for contracting capacity for an additional period of up to 5 years beyond the allocation of up to 15 years after the start of the operational use may be required; where applicable, the proposed alternative allocation mechanism including its justification, as well as the conditions approved by the transmission system operator for the binding phase; where a fixed price approach is followed for the incremental capacity project, the elements described in Article 24(b) of Regulation (EU) 2017/460.

5. Also, in compliance with art.25(1) of Regulation (EU) 2017/460 for a given incremental capacity project, the transmission system operators shall submit to the relevant national regulatory authorities for approval the following information for each offer level: the reference prices estimated for the time horizon of the initial offer of incremental capacity that are used for the calculation of the parameter set out in Article 22(1)(a) and 24(2)(a) of the cited regulation, respectively in case of a separate or a single economic test; the parameters set out in Article 22(1)(b) to (c) and 24(2)(b) to (c) of this regulation, respectively in case of a separate or a single economic test; if applicable, the range of the level for the mandatory minimum premium referred to in Article 33(4) of Regulation (EU) 2017/460 for each offer level and interconnection point applied in the first auction and possibly in subsequent auctions in which the incremental capacity is offered as defined in Article 33(3) of Regulation (EU) 2017/460.

6. The Incremental Capacity Project proposed by the gas transmission system operators - ICGB AD and DESFA includes all formal elements required for its approval, defined in art. 25(1) and art. 28(1) of Regulation (EU) 2017/459. In this regard, the following should be noted:

6.1. Offer level (art. 28(1), (a) of Regulation (EU) 2017/459):

In the meaning of art. 3(5) of Regulation (EU) 2017/459 “offer level” means the sum of the available capacity and the respective level of incremental capacity offered for each of the yearly standard capacity products at an interconnection point.

The incremental capacity under the project will be offered by ICGB AD as firm product from the date of commercial operation of ICGB’s expansion project - fourth quarter of 2026 and by DESFA from the later of the commercial operation dates of the Karperi - Komotini project, which is scheduled for the second quarter of 2027, and the date of commercial operation of DESFA’s selected project: at full expansion - the fourth quarter of 2029; in partial expansion - second quarter of 2029 and in limited expansion - fourth quarter of 2028. ICGB AD and DESFA point out that they will set aside an amount of 10% of the incremental capacity to be offered as a short-term capacity in line with art.30(5) of Regulation (EU) 2017/459. The offer level of the long-term incremental capacity that the operators shall offer in the offers binding phase of the Incremental Capacity Project, is as follows: in the direction from DESFA towards the IGB pipeline firm incremental capacity 53 242 150 kWh/d/y and offered firm incremental capacity 47 917 935 kWh/d/y. The incremental capacity will be offered to Participants as bundled product. Participants can submit linked offers to ICGB AD, linking IP Komotini with IP Stara Zagora. Participants can submit linked offers to DESFA, linking the relevant entry points of DESFA’s system with IP Komotini (exit DESFA).

As of commercial operation of ICGB’s expansion project and until the starting date of DESFA’s selected expansion project, Participants will be able to submit to the TSOs binding offers for bundled capacity (with Amfitriti or Kipi entry points) on DESFA’s side of the IP (exit DESFA); in this case, the IGB pipeline’s entry firm added capacity shall be coupled with bundled capacity (with Amfitriti or Kipi entry points) on DESFA’s side of the Komotini IP (exit DESFA) and users

should submit linked offers to DESFA linking the Amfitriti or Kipi entry points to the Komotini exit point. Binding offers submitted to DESFA will be considered as offers for bundled coupled capacity up to the starting date of the selected expansion project. Binding offers submitted to DESFA other than linked offers will be rejected until the starting date of the selected expansion project. In any case, for DESFA, the provision of bundled capacity at IP is possible after the construction of the fourth unit of Komotini compressor station, which is scheduled to be completed in 2025. As of the starting date of DESFA's selected expansion project, firm bundled capacity shall be offered at both sides of the IP and from DESFA's side of the IP, shall not be required to be coupled with any entry point but may be firm exit or linked with all relevant entry points.

In view of the above, EWRC and RAEWW accept that the offer level presented by ICGB AD and DESFA takes into account the scope of the expected demand for incremental capacity at IP Komotini.

6.2. General rules and conditions (art. 28(1), (b) of Regulation (EU) 2017/459):

ICGB AD and DESFA shall offer the incremental capacity under the Incremental Capacity Project applying general rules and conditions, according to which all network users shall participate and receive access to capacity in the binding capacity allocation phase, including: collaterals to be provided by network users, procedure for conducting the binding phase and ranking the offers, signing the gas transmission agreement and capacity booking contract, as well as rules in case of possible delays in the provision of capacity or in cases of disruption of the project implementation.

Given the above, EWRC and RAEWW accept that the general rules and conditions presented by ICGB AD and DESFA ensure a balance between the interests of gas transmission system operators and network users.

6.3. Timelines of the Incremental Capacity Project (art. 28(1), (c) of Regulation (EU) 2017/459):

The implementation of the investments required to provide incremental capacity at IP Komotini shall start when market participants commit purchasing adequate amounts of incremental capacity in the annual capacity auction in 2024 and in case that gas transmission system operators receive a positive result from the economic test. The two transmission system operators have indicated the deadlines for the implementation of the binding phase of the Incremental Capacity Project. Implementation of the investment tasks and infrastructure operation for incremental capacity is scheduled to be completed in the deadlines set in p. 6.1. of this decision.

Given the above, EWRC and RAEWW accept that the timeline for implementing the project, presented by ICGB AD and DESFA, is justified.

6.4. Information and parameters of the Economic test (art. 25 and art. 28(1)(d) of Regulation (EU) 2017/459):

The objective of the economic test of the incremental capacity project is to ensure the economic viability of the project by ensuring that network users demanding capacity assume the corresponding risks associated with their demand to avoid captive customers from being exposed to the risk of such investments – recital 11 of Regulation (EU) 2017/459.

According to art. 22(1) of Regulation (EU) 2017/459 the economic test shall be carried out by the transmission system operator(s) or by the national regulatory authority, as decided by the national regulatory authority, for each offer level of an incremental capacity project after binding commitments of network users for contracting capacity have been obtained by the involved

transmission system operators and shall consist of the following parameters: a) the present value of binding commitments of network users for contracting capacity; b) the present value of the estimated increase in the allowed or target revenue of the transmission system operator associated with the incremental capacity included in the respective offer level; c) the f-factor.

With regard to the economic test, EWRC and RAEWW agree that such economic test shall be carried out by ICGB AD and DESFA at each offer level of the Incremental Capacity Project.

According to art. 22(3) of Regulation (EU) 2017/459 an incremental capacity project shall be initiated if the economic test has a positive outcome on both sides of an interconnection point for at least one offer level that includes incremental capacity. The results of the economic tests shall be made available by the end of the binding bidding phase of the Incremental Capacity Project, as indicated by the two transmission system operators, simultaneously to individual network users participating in the respective auction. The outcome of the economic test application shall be positive, where the value of the parameter “present value of binding commitments of network users for contracting capacity” is at least equal to the share of the parameter “present value of the estimated increase in the allowed or target revenue of the transmission system operator associated with the incremental capacity included in the respective offer level” as defined by the f-factor. As per art.25(1) and art.28(1), (d) of Regulation (EU) 2017/459, the parameters of present value of binding commitments of network users for contracting capacity and the estimated increase in the allowed or target revenue of the transmission system operator associated with the incremental capacity, the f-factor, the reference prices and the range of the level for the mandatory minimum premium shall be subject to approval by the relevant national regulatory authority.

6.4.1. Present value of binding commitments of network users:

The parameter “present value of binding commitments of network users for contracting capacity” shall be calculated as the discounted sum of: the sum of the respective estimated reference prices and a potential auction premium and a potential mandatory minimum premium multiplied by the amount of contracted incremental capacity and the sum of a potential auction premium and a potential mandatory minimum premium multiplied by the amount of available capacity that was contracted in combination with the incremental capacity – art. 22(1) (a) of Regulation (EU) 2017/459.

In connection to the calculation of the present value of binding commitments of network users at IP Komotini ICGB AD has indicated that in view of the Final Joint Decision, in the part of the specified conditions for conducting the market test for the increase of the IGB pipeline capacity, the reference price for the allocated incremental capacity shall be formed according to the rules of the IGB Tariff Code. In comparison, ICGB AD has indicated that at present the price for a standard product for IGB capacity is at the amount of 0.6055 euros/kWh/d/y, which is formed by the price of entry IP Komotini (Trans Adriatic Pipeline (TAP)/DESFA) at the amount of 0.102935 euros/kWh/d/y plus the price of the exit IP Stara Zagora in the amount of 0.502565 euro/kWh/d/y. The company has indicated that the estimated capacity from the non-binding phase will lead to a new reference price that will be used for the Incremental Capacity Project and for the purposes of calculating the present value of the binding commitments of network users. The final reference price shall be set in accordance with the IGB Tariff Code and shall be published on the company's website.

DESFA has indicated that prices for capacity allocation will be formed according to DESFA’s Tariff Regulation, and in accordance with the current tariff, the company will apply a floating reference price. In comparison, DESFA has indicated that at the moment the price for a long-term capacity product at IP Komotini, in the direction from the DESFA gas transmission

system towards the IGB gas pipeline is equal to 4.3000262 euros/kWh/hour/year, without taking into account the regulatory adjustments under the said Regulation. The inclusion of the assets of the limited expansion project in the regulated asset base of DESFA will lead to an estimated reference price of 5.1409195 euros/(kWh/hour)/year, respectively of the partial expansion project to an estimated reference price of 5.6808396 euros/(kWh/hour)/year, respectively of the full expansion project to an estimated reference price of 5.7074633 euros/(kWh/hour)/year. The final reference price will be determined in accordance with DESFA's Tariff Regulation and will be published on the company's website.

ICGB AD and DESFA do not foresee to apply a premium. ICGB AD do not foresee mandatory minimum premium, but DESFA provides such a premium as follows: for the limited expansion project in the amount of 0.4080 euro/(kWh/hour)/year, respectively for the partial expansion project in the amount of 0.2880 euro/(kWh/hour)/year, respectively for the full expansion project at 0 euro/(kWh/hour)/year.

6.4.2. Present value of the estimated increase in the allowed or target revenue of the transmission system operator associated with the incremental capacity included in the respective offer level:

Regarding this parameter of the economic test, the terms "allowed revenue" and "target revenue" of the transmission system operator are defined in Regulation (EU) 2017/460. Within the meaning of that Regulation, "allowed revenue" means the sum of transmission services revenue and non-transmission services revenue for the provision of services by the transmission system operator for a specific time period within a given regulatory period which such transmission system operator is entitled to obtain under a non-price cap regime and "target revenue" means the sum of expected transmission services and expected non-transmission services revenue for the provision of services by the transmission system operator for a specific time period within a given regulatory period under a price cap regime.

With regards to the above, ICGB AD has indicated that having in mind the Final Joint Decision, the parameter "present value of the estimated increase in the allowed or target revenue of the transmission system operator associated with the incremental capacity included in the respective offer level" shall not be applied for the company.

As regards DESFA, these terms are defined more precisely in its Tariff Regulation. DESFA has indicated that the "present value of the estimated increase in allowed investment-related revenue" parameter for the limited expansion project is in the approximate amount of 152,293,723 euros, for the partial expansion project is in the approximate amount of 255,434,644 euro, respectively for the full expansion project is in the approximate amount of 403,293,027 euros.

6.4.3. F-factor:

As per the legal definition of that parameter stipulated in Regulation (EU) 2017/459, "f-factor" means the share of the present value of the estimated increase in the allowed or target revenue of the transmission system operator associated with the incremental capacity included in the respective offer level to be covered by the present value of binding commitments of network users for contracting capacity. According to art. 23(1) of Regulation (EU) 2017/459, the level of the f-factor for a given offer level is set taking into account the following: the amount of technical capacity set aside; positive externalities of the incremental capacity project on the market or the transmission network, or both; the duration of binding commitments of network users for contracting capacity compared to the economic life of the asset; the extent to which the demand for the capacity established in the incremental capacity project can be expected to continue after the end of the time horizon used in the economic test.

ICGB AD has applied f-factor equal to 1. The company has justified the proposed amount of this parameter by stating that for the incremental capacity the transmission system operator will apply the IGB Tariff Code. To this end, ICGB AD has indicated that with f-factor 1, the rate of return on the Incremental Capacity Project is calculated to be between 7.9 percent and 8.5 percent. The company also states that the implementation of the Incremental Capacity Project will not lead to a permanent and significant reduction in the use of the existing gas infrastructures at the two adjacent interconnection entry-exit points.

DESFA applied an f-factor equal to 0.7 for the three expansion projects.

Given the above, EWRC and RAEWW accept that the presented by ICGB AD and DESFA amount of the f-factor is justified.

6.5. Exceptionally extended time horizon for contracting capacity for an additional period of up to 5 years (art. 28(1), (e) of Regulation (EU) 2017/459):

ICGB AD and DESFA have foreseen a 5-year extension of the time horizon for contracting capacity beyond the maximum period of 15 years from the date of commercial operation defined in art.11, (3), sentence 2 of Regulation (EU) 2017/459.

EWRC and RAEWW accept that a 5-year extension of the time horizon for contracting capacity is justified in view of the effective implementation of the project, which implies the provision of bundled firm capacity in IP Komotini to the maximum extent.

6.6. Alternative allocation mechanism of the incremental capacity (art. 28(1) (f) of Regulation (EU) 2017/459):

ICGB AD and DESFA have foreseen to apply alternative allocation mechanism for the incremental capacity, as well as a possibility for the network users to submit binding conditional bids for contracting capacity.

According to art. 30(2) of Regulation (EU) 2017/459 an alternative capacity allocation mechanism can be used, subject to national regulatory authorities' approval, where it is reasonable to conclude from the market demand assessment or public consultation that the ascending clock auction is not suitable and that the incremental capacity project involves more than two entry-exit systems and during the allocation procedure bids with a duration of more than 1 year are requested. In an alternative allocation mechanism network users may submit binding conditional bids for contracting capacity subject to one or more of the following conditions: a) commitments linking or excluding commitments at other interconnection points; b) commitments across a number of different yearly standard capacity products at an interconnection point; c) commitments conditional on the allocation of a specific or minimum amount of capacity – art. 30(3) of Regulation (EU) 2017/459.

EWRC and RAEWW accept that applying alternative capacity allocation mechanism and binding offers in implementation of the Incremental Capacity Project is justified, due to the fact that the project includes three entry-exit systems: ICGB AD, Bulgartransgaz EAD and DESFA and also due to the fact that in the market demand assessment that was concluded for incremental capacity at IP Komotini non-binding offers with a duration of more than 1 year have been received.

6.7. Fixed price approach (art. 28(1), (g) of Regulation (EU) 2017/459):

ICGB AD and DESFA do not foresee to apply fixed price approach in implementing the Incremental Capacity Project.

III. Based on the above arguments and on the basis of art. 22 (1), art. 23 (1), art. 25 (1) and art. 30 of 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) № 984/2013, the regulatory authorities jointly decided:

Approve the document entitled “Project Proposal of DESFA and ICGB for the Incremental Capacity Process 2023 for the Komotini IP” as submitted to EWRC and RAEWW by the gas transmission system operators DESFA SA of ICGB AD – Komotini, requesting ICGB AD and DESFA SA to carry out an economic test for each offer level of the incremental capacity project based on the parameters specified in this decision.

ΠΑΡΑΡΤΗΜΑ Β



**Project Proposal
of
DESFA and ICGB
for the
Incremental Capacity Process 2023
for the Komotini IP**

March 2024



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

This document is jointly elaborated and published by:

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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 Hellenic Gas Transmission System Operator S.A. (**DESFA**) and the Interconnector Greece- Bulgaria (**IGB pipeline** or **IGB**), operated by ICGB AD (**ICGB**), are interconnected in the area of Komotini on the territory of Greece (GR), in the Interconnection Point “**Komotini – DESFA / IGB**” (EIC Code: 21Z000000005398) (**Komotini IP** or the **IP**). The start of the Commercial Operation of the IP is expected to take place within Q1 2024. So far, no unconditional firm capacity is offered in the NNGTS side of the IP, while the available firm capacity of the IGB side of the IP, is offered in competition with the firm capacity of the interconnection point Komotini - TAP/IGB, in accordance with the provisions of the Commission Regulation (EU) 2017/459 of 16 March 2017 (**CAM NC**)¹ establishing a harmonized European Union wide process for the offer of incremental capacity between Member States.

IGB pipeline became operational in October 2022, enabling additional gas flows from the Greek territory to be transmitted to Bulgaria (BG). ICGB operates under a specific regulatory regime pursuant to the *Final Joint Decision of the Energy Regulators on the Exemption Application of ICGB AD dated August 2018* (and the amendments to it)², establishing the possibility for upgrading the IGB capacity to approximately 5 bcm/y. This Project Proposal does not address capacity expansion beyond approximately 5 bcm/y.

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

DESFA launched a Market Test process in March 2023³, 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. In the event of discrepancies between Sections 5.3, 5.4, and 5.5 of the Guidelines (attached here as Annex II) and the Project Proposal, the Guidelines take precedence. In the event of discrepancies between the rest of the Guidelines and the Project Proposal, for ICGB, the Project Proposal takes precedence.

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 Accepted by Decisions of RAEWW of Greece n. 768/2018 and EWRC of Bulgaria n. P-BO-2 on 08.08.2018.//

<https://www.dker.bg/bg/resheniya/resheniya-za-2018-god.html>

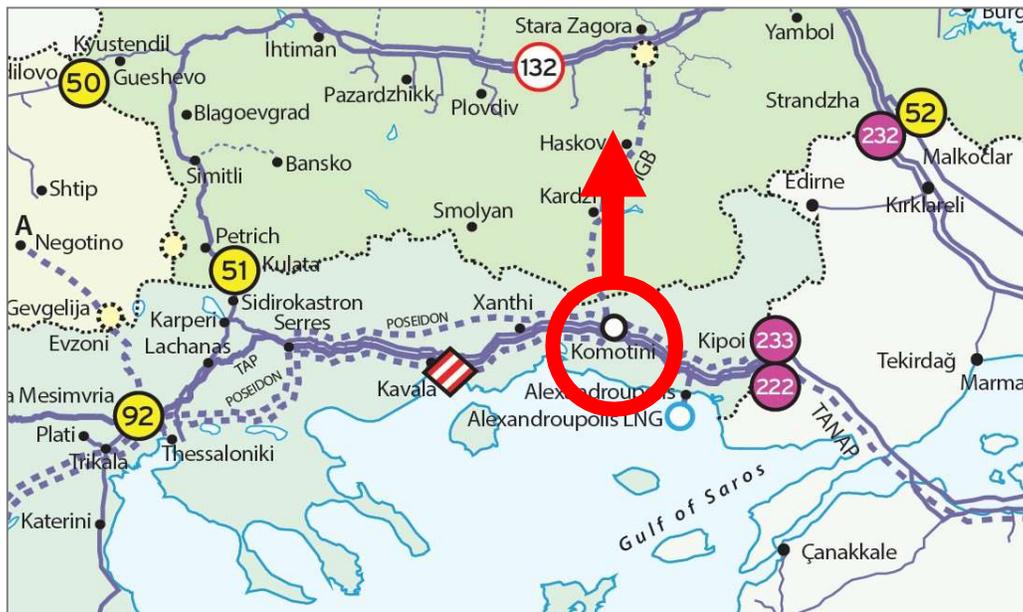
³ <https://www.desfa.gr/en/announcements/nngs-users-information/call-of-interest-for-the-allocation-of-future-firm-capacity-in-the-national-natural-gas-system>

ICGB launched the Incremental Capacity Process–2023 on the 3rd of July 2023, with the launch of its Non-binding phase according to Chapter V of 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. The investment upgrades, the offer levels, the binding bid submission rules, the Economic Viability Test, etc. related to ICGB, are provided in the present Project Proposal, which is one of the documents governing the Incremental Capacity Process-2023 for ICGB.

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 to assess market demand for incremental capacity 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 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.

In February 2024, DESFA and ICGB 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 7th of February 2024 to 8th of March 2024. ICGB did not receive any comments during the public consultation. DESFA received comments from two participants 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 ICGB 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	Komotini – DESFA / IGB
EIC Code	21Z0000000005398
Flow Direction	GR->BG
Request is submitted to other TSOs?	Yes
Additional Information (if any)	-
Conditions	*
Current technical capacity, kWh/d	N/A
Non-binding demand indications [(kWh/d)/y]	
GY 2024-2025	108.424.630
GY 2025-2026	134.674.630
GY 2026-2027	137.374.630
GY 2027-2028	137.374.630
GY 2028-2029	137.374.630
GY 2029-2030	94.024.630

GY 2030-2031	94.024.630
GY 2031-2032	89.024.630
GY 2032-2033	81.281.507
GY 2033-2034	58.581.507
GY 2034-2035	58.581.507
GY 2035-2036	58.581.507
GY 2036-2037	49.581.507
GY 2037-2038	49.581.507
GY 2038-2039	49.581.507
GY 2039-2040	49.581.507
GY 2040-2041	34.581.507
GY 2041-2042	34.581.507
GY 2042-2043	34.581.507
GY 2043-2044	20.060.959
GY 2044-2045	20.060.959
GY 2045-2046	20.060.959
GY 2046-2047	5.610.959

**The only conditionality applicable to some Non-binding demand indications received by DESFA, refers to linked commitments. ICGB 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, ICGB and DESFA have started analyzing potential infrastructure developments in their respective Transmission Systems to fulfil interested parties' requests.

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.

1.2.1 DESFA

The level of incremental capacity offered by DESFA in the framework of this incremental process, is calculated considering the existing technical capacities of DESFA System entry and exit points and the future investments of the DESFA System which are already included in DESFA's TYNDP 2023-2032⁴.

⁴ [Development Plan 2023-2032 6.2023.pdf \(desfa.gr\)](#)

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 IGB. 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 Komotini 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.



Figure 1: Simplified scheme of the proposed expansion projects

In parallel, DESFA has included in the TYNDP 2023-2032 a duplication project in the North- Eastern branch of the System (Karperi-Komotini branch). For DESFA, the realization of this project is one of the main prerequisites for offering firm capacity at Komotini IP. In June 2023,

with Decision E-68/2023 RAEWW approved the said project, which is expected to have been completed in Q2 2027.

DESFA's analysis takes also into account the requirement, as notified by ICGB to DESFA, for at least 70 barg pressure level at Komotini IP to increase the capacity at 5 bcma, which will be feasible after the completion of Komotini CS, a project included in DESFA's TYNDP 2023-2032.

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 Komotini 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), Komotini 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 ICGB

ICGB has performed preliminary technical studies to identify the steps and investments needed to make incremental capacity available at the IP in the direction from DESFA towards IGB. It must be noted that the presented assumptions are indicative and have a preliminary character and might be subject to change during the advanced stages of the technical studies phase.

The expansion on ICGB side involves the incorporation of several key components:

Process Equipment:

- New filtering section: to ensure the efficient and safe passage of natural gas.
- New regulating line: to control and manage gas flow effectively.
- New metering line: for accurate measurement of gas volumes.
- New Gas pre-heater with associated bypass.

Utilities:

- Integration with Existing Utilities: Seamless connection of existing utilities (i.e. hot water system) with the new infrastructure.
- Automation and Control Systems: Expansion and upgrade of SCADA systems for enhanced monitoring and control.

Cost Estimate:

The estimated cost for the current expansion project for ICGB is in the range of 4.0 - 4.5 million euros. This includes all aspects of infrastructure enhancement and system upgrades. The cost breakdown includes labour, material & equipment, technology & ICS, permitting & regulatory, travel & accommodation, contingency, and overhead. Each cost component is strategically allocated to ensure optimal resource utilization and budgetary control throughout the project lifecycle.

2. Offer Levels

Incremental capacity of 53.242.150 (kWh/d)/y (gas direction DESFA->IGB)

This Offer Level can be developed 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 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 COD⁵. In line with the provisions of articles 8.8 and 30.5 of the CAM NC, DESFA and ICGB will set aside an amount of 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.

DESFA Expansion Project	Offered Level (kWh/d)/y			Entry / Exit TSO offering capacity
	Limited	Partial	Full	
Firm incremental capacity	53.242.150			Exit DESFA / Entry ICGB
Offered incremental capacity	47.917.935			
Starting date	Q4 2028	Q2 2029	Q4 2029	

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

In addition, with the present process, **Participants will be able to submit to the TSOs 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). Participants may submit Linked Bids to ICGB linking Komotini IP (Entry ICGB) with IP STARA ZAGORA with EIC: 58Z-IP-00034-STZ (Exit ICGB). 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 will be rejected until the starting date of the selected Expansion Project. On DESFA's side

⁵ DESFA already offers Coupled Capacity of 119.412.000 kWh/Day at Komotini IP towards IGB. This capacity will be expanded to more than 154.000.000 kWh/Day within 2025.

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.

3. Alternative Allocation Mechanism (AAM)

In order to maximize the offer of bundled firm capacity at the IP, DESFA and ICGB 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, ICGB System and BULGARTRANS-GAZ 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.

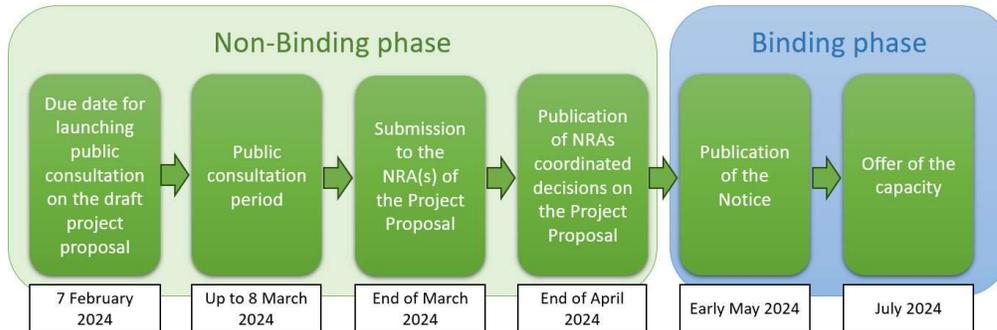
4. Provisional Timeline

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.

Proposed Timeline



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 BiddingPhase 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, ICGB 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. Only coordinated offer levels shall be offered.

Following the end of the abovementioned process, DESFA and ICGB 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 (successful Participants) shall sign a gas transportation agreement (GTA) 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 5.6.

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
	DESFA and ICGB make available a list of documentation to be submitted to each TSO	2 May 2024
	Registration Period	2 May - 24 June 2024

	Milestones	Dates
	DESFA and ICGB 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 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. 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.

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 ICGB

ICGB estimates that the expected start of commercial operation of the Incremental Capacity Project is Q4 of 2026.

The expansion takes place within a live plant environment, posing challenges in terms of safety, operational continuity, and construction logistics. The new infrastructure needs to seamlessly integrate with the already existing facilities, requiring meticulous planning and execution. Overcoming design limitations and space constraints presents an additional challenge that may impact the project timeline.

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. In any case COD will be notified to the parties at least one month in advance.

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 are 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 the 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;
- the Participant is required to provide the TSOs the relevant and respective Binding Bid Guarantees;
- in case of a negative outcome of the EVT carried out prior to Capacity Allocation, the TSOs Concerned shall, if applicable, return any Binding Bid Guarantees 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 respective GTA Guarantees as described below in Section 5.7;
- in case a Participant is not allocated incremental capacity after a positive EVT, the Binding Bid 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 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 Binding Bid 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 indicative tariff 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 respective tariff by DESFA, according to the provisions of the relevant tariff regulation, as approved by RAEWW (to be used as estimated reference price for the duration of the initial incremental capacity requests) and any premium applicable, will be published on TSO'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 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 Guarantee described in Section 5.7.

5.1.2 ICGB

Applicants will be required to fulfill the relevant requirements defined in IGB NETWORK CODE, the Project Proposal, the Binding Phase Notice and the GTA (in respect to the incremental capacity that has been allocated according to the present process) and the relevant application. Only Network Users, as defined in the IGB NETWORK CODE, can submit Binding Bids for capacity in ICGB System, in the Binding Bidding Phase. ICGB 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, 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 or related with the correctness of the said statements, including but not limited to errors or omissions contained thereto.

Participants shall be required to provide ICGB within the required deadlines a Binding Bid Guarantee in the form of a bid bank guarantee, bid parent company guarantee or bid cash deposit.

The bid bank guarantee or the bid parent company guarantee shall be on demand and to include irrevocable and unconditional undertake that, forthwith upon ICGB giving written notice to the guarantor stating in its sole and absolute judgement that the Participant has failed to observe or perform any of the terms, conditions or provisions of the Binding Bidding Phase on its part to be observed or performed, the guarantor will, on one or more occasions and notwithstanding any objection which may be made by the Participant, promptly pay to ICGB the amount of the Binding Bid Guarantee.

The bid bank guarantee shall be issued in EUR by a bank having a registered main office in the European Union that has the credit rating as specified in Minimum Credit Rating at the IGB NETWORK CODE in the forms to be provided with the Binding Phase Notice.

The bid parent company guarantee shall be issued in EUR and shall be on demand parent company guarantee to be provided (i) by a parent or affiliate of the Participant with a rating for its long-term unsecured and non-credit-enhanced debt obligations as specified in Minimum Credit Rating at the IGB NETWORK CODE; and (ii) on behalf of the Participant to ICGB to secure the obligations of the Participant related to the Binding Bid. If the long-term issuer credit rating for any guarantor under any bid parent company guarantee falls below the specified in the Minimum Credit Rating at the IGB NETWORK CODE, then within 10 days of such event, the relevant Participant shall procure replacement of Binding Bid Guarantee.

The bid cash deposit shall represent a sum of money in EUR paid into a bank account of the ICGB set out in the Binding Phase Notice. By making such payment, the Participant shall transfer to the ICGB, and the ICGB shall acquire the full title over the cash deposit (and any of its parts), free of any encumbrances held by either the Participant or any third party. No interest or any other amount shall be payable by the ICGB to the Network User in connection

with the bid cash deposit. ICGB shall have the right to utilize the cash deposit only for the purpose of ensuring that the Participant meets its Binding Bidding Phase requirements.

In case of the full or partial enforcement of the Binding Bid Guarantee, the Participant shall ensure that the Binding Bid Guarantee is either renewed or replenished or the cash amount corresponding to the amount drawn under the Binding Bid Guarantee is promptly paid to the ICGB, all in order the Participant continuously to meet the relevant amount of the Binding Bid Guarantee. Any cost incurred by the ICGB as a result of enforcing, adjusting and/or renewing or maintaining the Binding Bid Guarantee shall be charged to the Participant.

The Participant shall ensure that the Binding Bid Guarantee shall remain in full force and effect until two (2) months from the actual date of the execution of the GTA or from the date for execution of the GTAs according to Section 4.2, whichever is the latest.

The amount of the Binding Bid Guarantee shall be equal in value to 15% of the annual capacity charge (based on the indicative tariff made available by ICGB, including any premium) for the incremental capacity the Participants intend to request. For any booking spanning multiple years, the Binding Bid Guarantee must be 15% of the annual capacity charge for each year within the requested period. The respective annual transmission tariff of ICGB, according to the provisions of IGB TRANSMISSION TARIFF CODE annex to the IGB NETWORK CODE as approved by the NRAs or other relevant tariff documentation/regulation, approved by NRAs (to be used as estimated reference price for the duration of the initial incremental capacity requests) and any premium applicable, will be published on TSOs' websites during the Information Phase, to the extent applicable.

In case an amendment is made to the amount of the incremental capacity the Participants intend to request, the Binding Bid Guarantee shall be modified accordingly upon request by ICGB to the relevant Participant and the relevant Participant shall procure that such amendments are made within ten (10) Days.

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

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

- ICGB confirms that the Participant will not be allocated incremental capacity.
- ICGB's EVT is finally determined to be negative (in accordance with the provisions of Section 5.6).
- if the Participant is allocated incremental capacity, upon the provision to ICGB of the GTA Guarantee described in Section 5.7.

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.** (Gas Year)
- **The requested end date of the bid.** (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) 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).

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 2045/2046.

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 Process and their applicable regulatory framework, in each case.

5.2.1 DESFA

With regard to the Komotini IP, registration requirements 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 requirements and Binding Bids submitted to DESFA within the context of the Market Test concerning the Komotini 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 Komotini IP to ICGB 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 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 is expected to be finally neutral to DESFA.

The respective tariff by DESFA, according to the provisions of the relevant tariff regulation, as approved by RAEWW (to be used as estimated reference price for the duration of the initial incremental capacity requests), will be published on DESFA's website during the Information Phase. If required, DESFA 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 RAEWW. 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.

5.2.2 ICGB

During the Binding Bidding Phase, Participants will have to submit their Binding Bids for incremental capacity products to ICGB. In a Linked Bid the capacity requested at ICGB entry Komotini IP must equal the exit capacity requested at the exit IP STARA ZAGORA. For ICGB, Linked Bids are considered as bids for firm entry and firm exit capacity.

Exempted Network Users under the IGB NETWORK CODE shall observe capacity caps for dominant players under the *Final Joint Decision of the Energy Regulators on the Exemption Application of ICGB AD dated August 2018 (and the amendments to it)*⁶, when providing their Binding Bids.

⁶ Accepted by Decisions of RAEWW of Greece n. 768/2018 and EWRC of Bulgaria n. P-BO-2 on 08.08.2018.// <https://www.dker.bg/bg/resheniya/resheniya-za-2018-god.html>

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

The respective annual transmission tariff for ICGB, according to the provisions of the IGB TRANSMISSION TARIFF CODE annex to the IGB NETWORK CODE as approved by the NRAs (to be used as estimated Reference Price for the duration of the initial incremental capacity requests), will be published on ICGB's website during the Information Phase. ICGB may specify a premium charged on top of the Reference Price. If any premium is applicable, it will be outlined in the Binding Phase Notice of ICGB.

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 and 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.

For ICGB, taking into account the pipeline topology, available capacity at Komotini IP is offered in competition with the capacity at interconnection point with TAP "KOMOTINI-TAP-IGB". The total sum of (a) all previously, before the Binding Bidding Phase, reserved or booked capacity at ICGB's interconnection points with DESFA and TAP for the relevant Gas Year and (b) the sum of all Binding Bids for the relevant Gas Year in the Incremental Capacity Process at Komotini IP with DESFA cannot exceed 159.726.027 kWh/day/y (approx. 5 bcm/y).

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 DESFA, 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 RAEWW 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 ICGB, the EVT shall concern the ICGB side of the IP.

For ICGB, the EVT will take into account the Present Value of the estimated revenue increase (the respective updated tariff will be generated as per the Exemption decision and IGB TRANSMISSION TARIFF CODE) multiplied by the f-factor (see Section 5.11) as approved by NRAs and the Present Value of binding commitments of Participants for contracting capacity, using a discount rate to meet the targeted IRR as per the IGB TRANSMISSION TARIFF CODE.

For the avoidance of doubt, ICGB's EVT concerns the ICGB side of the IP. Costs concern all costs borne by ICGB for the expansion of the ICGB System to meet each Offer Level.

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 ICGB, ICGB 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:
 - ICGB may investigate in coordination with the NRAs a redistribution of revenues from incremental capacity, coming from a positive market test of ICGB at IP STARA ZAGORA (EIC: 58Z-IP-00034-STZ).
 - Adjust the f-factor upon approval by the NRAs.
 - 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 the NRAs. Curtailment may impact the Offer Level to be tested at the IP. If ICGB curtails or rejects any Binding Bid at the IP where capacity is made available as bundled capacity, the bundled Binding Bid made with DESFA 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 ICGB, 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, DESFA 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 by the Long Stop Date.
- The relevant GTAs between the Participants and TSOs Concerned have become fully effective by the Long Stop Date.

- ICGB has decided to proceed with the Incremental Capacity Project, due to the fact that its 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.
- 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 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 (Step-out Deadline).

The Participant shall present to DESFA five (5) Business Days before GTA execution the required bank guarantee (GTA 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 GTA 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 Guarantee shall be equal to the maximum annual capacity charge for the capacity allocated to that Participant. Once the GTA Guarantee described here above is presented to DESFA, the Binding Bid Guarantee indicated in Sections 5.1, 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 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 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 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 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.

5.7.2 ICGB

In case of a positive EVT, each Participant is bound to the commitments expressed in relation to the successful Offer Level.

ICGB will send to the Participant(s) that have been allocated capacity the GTA, which must be returned to ICGB, 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 Participant(s) with successful binding commitments. ICGB may waive said requirement for execution of the GTA(s) by all the Participant(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 NRAs.

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

- ICGB has proceeded with a Final Investment Decision (FID) by the Long Stop Date.
- Considering the specific topology of IGB as an Interconnector having two Entry points (Komotini/DESFA and Komotini/TAP) and one Exit point (IP STARA ZAGORA) the FID on the Incremental Capacity Project is conditional upon taking the FID on the expansion of IP STARA ZAGORA (EIC code: 58Z-IP-00034-STZ).
- The relevant GTAs between the Participants and TSOs Concerned have become fully effective by the Long Stop Date.
- DESFA has decided to proceed with the Incremental Capacity Project, due to the fact that its specific Conditions Precedent, as described in the Project Proposal, have been met or waived and has notified ICGB by the Long Stop Date.
- ICGB'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.
- The allocated Participant has provided the necessary credit support under the GTA.

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

The Participant shall present to ICGB five (5) Business Days before GTA execution the required GTA Guarantee in the form of a GTA bank guarantee, GTA parent company guarantee or cash deposit.

The GTA bank guarantee and GTA parent company guarantee shall be on demand and to include irrevocable and unconditional undertake that, forthwith upon ICGB giving written notice to the guarantor stating in its sole and absolute judgement that the Participant has failed to observe or perform any of the terms, conditions or provisions of the GTA on its part to be observed or performed, the guarantor will, on one or more occasions and notwithstanding any objection which may be made by the allocated Participant, promptly pay to ICGB the amount of the GTA Guarantee.

The GTA bank guarantee shall be issued in EUR by a bank having a registered main office in the European Union that has the credit rating as specified in Minimum Credit Rating at the IGB NETWORK CODE in the forms to be provided with the Binding Phase Notice.

The GTA parent company guarantee shall be issued in EUR and shall be on demand parent company guarantee to be provided (i) by a parent or affiliate of the Participant with a rating for its long-term unsecured and non-credit-enhanced debt obligations as specified in Minimum Credit Rating at the IGB NETWORK CODE; and (ii) on behalf of the Participant to ICGB to secure the obligations of the Participant related to the Allocated Incremental Capacity under the GTA. If the long-term issuer credit rating for any guarantor under any GTA parent company guarantee falls below the specified in the Minimum Credit Rating at the IGB NETWORK CODE, then within 10 days of such event, the relevant Participant shall procure replacement of GTA Guarantee.

The GTA cash deposit shall represent a sum of money in EUR paid into a bank account of the ICGB set out in the Binding Phase Notice. By making such payment, the allocated Participant shall transfer to the ICGB, and the ICGB shall acquire the full title over the GTA cash deposit (and any of its parts), free of any encumbrances held by either the Participant or any third party. No interest or any other amount shall be payable by the ICGB to the allocated Participant in connection with the GTA cash deposit. ICGB shall have the right to utilize the GTA cash deposit only for the purpose of ensuring that the Participant meets its GTA requirements.

The allocated Participant shall ensure that the GTA Guarantee shall remain in full force until the date on which the allocated Participant presents to ICGB the network user credit support as per the *existing non-exempted gas transportation agreement between the Network User* (the allocated Participant) and ICGB. One (1) month before the COD, the allocated Participant shall present to ICGB the network user credit support required according to the relevant provisions of the *existing non-exempted gas transportation agreement between the Network User* (the allocated Participant) and ICGB pursuant to Article 9 of IGB 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 network user credit support is governed by Articles 29.3.1 to 29.3.5 (incl.) and 29.3.7 of the IGB NETWORK CODE. For the avoidance of any doubt, all other Participant's obligations should be fulfilled pursuant to the relevant provisions of the *existing non-exempted gas transportation agreement between the Network User* (the allocated Participant) and ICGB and the IGB NETWORK CODE.

The GTA Guarantee provided to ICGB by each Participant will be released to such Participant once the Participant provides the network user credit support under the *existing non-exempted gas transportation agreement between the Network User* (the allocated Participant) and ICGB and the IGB NETWORK CODE. 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 ICGB equal to the value of the Binding Bid Guarantee described in Sections 5.1

If the GTAs do not become effective, as provided for in this Section, ICGB will allocate the actual costs incurred by ICGB for the Incremental Capacity Process 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.

Following the execution of the GTA, the Participant shall be required to pay to ICGB all the applicable (transmission) charges and fees 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 and IGB NETWORK CODE.

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, the Participant shall be deemed to have accepted that, if

the authorizations, permissions, approvals, 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 including the expected date of commissioning of the IP, 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.

Each TSO shall apply appropriate mechanism to notify duly about occurrence of events of the above nature that may affect the ability to complete the timeline for the implementation of the Incremental Capacity Project.

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 ICGB

In addition to the reasons defined above in item 5.8. which may objectively affect the ability of the TSO to meet the expected timeline for finalization of the Incremental Capacity Process, including the expected date of commissioning of the capacity of the IP, ICGB and the allocated Participant may refer to the Force Majeure Event.

Force Majeure Event definition

For ICGB “Force Majeure Event” shall mean an event or circumstance (or a combination of events and/or circumstances) beyond the reasonable control of a Party, acting and having acted as a Reasonable and Prudent Party, which results in such Party being unable to perform one or more of its obligations (either wholly or partly) under the provisions governing the Incremental Capacity Process – 2023 (incl. but not limited to the Project Proposal, the Binding Phase Notice, IGB NETWORK CODE, GTAs, etc.), which inability could not have been foreseen, prevented or overcome by such Party acting as a Reasonable and Prudent Party and incurring reasonable expenses.

Subject to fulfilment of the requirements set out in the preceding paragraph, Force Majeure Event shall include, without limitation: strikes; lockouts; labour and other industrial disturbances (including sabotages); acts of God; unavoidable accidents; new Applicable Law, order, rule, regulation, act or restraint of any governmental body or authority (municipal, national, supranational, including European Union, or other) or a court; acts of war or conditions arising out of or attributable to war (declared or undeclared); shortage of materials, or limitations upon the use thereof; collapse of structures; and failure or breakdown of plant or machinery and pipes.

Limitation of Force Majeure Event

Notwithstanding the provisions of Force Majeure Event definition above, any or all of the following events and circumstances shall not constitute a Force Majeure Event:

- 1) changes in market conditions, including changes that directly or indirectly affect the demand for or price of Gas or any commodity produced from or with Gas, such as loss of customers or loss of market share;
- 2) financial hardship of a Party or the inability of a Party to make a profit or receive a satisfactory rate of return from its operations;
- 3) any event or circumstance whatsoever affecting infrastructure and/or facilities (directly or indirectly) used for the transport in systems (other than the IGB Pipeline);
- 4) the imposition of Sanctions by any Governmental Authority due solely to the failure of the ICGB to comply with any Applicable Laws; or
- 5) the breakdown or failure of machinery caused by normal wear and tear that should have been avoided by a Reasonable and Prudent Party, the failure to comply with the manufacturer's recommended maintenance and operating procedures, or the unavailability at appropriate locations of standby equipment or spare parts in circumstances where a Reasonable and Prudent Party would have had the equipment or spare parts available.

Limitation on obligation relief

Where a Party is affected by a Force Majeure Event, that Party shall (subject to the provisions of Limitation of Force Majeure Event above) be relieved from its affected obligations only and its unaffected obligations shall continue to apply.

Any failure to timely pay amounts which are owed under the Incremental Capacity Process – 2023 (incl. but not limited to the Project Proposal, the Binding Phase Notice, IGB NETWORK CODE, GTAs, etc.) shall not be excused by a Force Majeure Event, unless the payment procedure itself is affected by a Force Majeure Event.

Notification and Force Majeure Event estimation

The Party affected by a Force Majeure Event shall, as soon as practicable after learning of the Force Majeure Event, notify the other Party of the occurrence of the Force Majeure Event and, to the extent then available, provide to it a bona fide non-binding estimate of the extent and duration of its inability to perform.

The Party affected by the Force Majeure Event shall use commercially reasonable endeavours to mitigate and overcome the effects of the Force Majeure Event and shall, during the continuation of the Force Majeure Event, provide the other Party with reasonable bona fide updates, when and if available, of the extent and expected duration of its inability to perform under the Incremental Capacity Process – 2023 (incl. but not limited to the Project Proposal, the Binding Phase Notice, IGB NETWORK CODE, GTAs, etc.)

There shall be no obligation of the Party affected by a Force Majeure Event to:

- 1) settle any labour dispute (except in such a manner as it shall deem fit, in its own judgment); and
- 2) negotiate, arrange or agree alternative transportation for Gas.

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 ICGB

ICGB shall apply to the incremental capacity the already approved by RAEWW and EWRC Transmission Tariff Code based on the Exemption from the provisions of Articles 41.6, 41.8, 41.10 of the Gas Directive 2009/73/EC that has been granted to ICGB for a period of twenty- five (25) Years from the Commercial Operation Date pursuant to the *Final Joint Decision of the Energy Regulators on the Exemption Application of ICGB AD dated August 2018* (and the amendments to it)⁷.

Therefore, ICGB is 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 Komotini for Offer Level 1 in the direction from DESFA towards ICGB System is equal to 0.7.

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

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

5.11.2 ICGB

The preliminary level of user commitments, expressed as an estimate of the f-factor, proposed for the individual EVT on ICGB side is 1.

⁷ Accepted by Decisions of RAEWW of Greece n. 768/2018 and EWRC of Bulgaria n. P-BO-2 on 08.08.2018.// <https://www.dker.bg/bg/resheniya/resheniya-za-2018-god.html>

6. Economic Viability Test Parameters

6.1 ICGB

6.1.1 Reference price

In order to ensure the transparency and predictability of the Transmission Tariff for all users of IGB, an official letter followed by positive consultations with both NRAs have been performed by ICGB for extending the Exemption decision from 3 bNcm/y to 5 bNcm/y. Thus, a reference tariff for the allocated incremental capacity shall be generated as per the Exemption decision and IGB Transmission Tariff Code.

According to the Transmission Tariff Code, the transmission tariff shall reflect the Present Value of Expected Yearly Revenues divided by Present Value of Reserved Capacity Booked on a yearly basis, achieving certain minimum of nominal equity internal rate of return (IRR), capped at certain percentage for the period of the exemption decision.

For indicative purposes, the current tariff for Standard Capacity Product of ICGB is 0.6055 EUR/kWh/Gas day/Year (Entry Komotini ICGB (TAP/DESFA) 0.102935 EUR/kWh/Gas day/Year plus Exit Stara Zagora ICGB 0.502565 EUR/kWh/Gas day/Year), according to the applicable Transmission Tariff Code. The capacity projections from non-binding phase will lead to a new reference tariff (reference price) to be used for the upgraded capacity project phase and for the purpose of the EVT calculations. For the avoidance of doubts, the new reference tariff will be finally determined according to the Transmission Tariff Code provisions as per the approved by the NRA's tariff methodology.

6.1.2 Mandatory minimum premium

No mandatory premium is envisaged.

6.1.3 Present value of estimated increase in allowed revenue

Not applicable for ICGB due to the Exemption decision in force.

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 Komotini, in the direction from DESFA System towards IGB, 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 IGB the mandatory minimum premium is equal to 0,4080 €/kWh/h/year.

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

For Offer Level 3 in the direction from DESFA System towards IGB 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 IGB 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 IGB 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 IGB 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 both sides of the 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.

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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. **Bid Submission Window** means the period during which Participants may submit a Binding Bid.
4. **Binding Bid** means a binding transmission capacity request submitted by a Participant during the Binding Phase using the Binding Bid Form.
5. **Binding Bid Form** means a form attached to Binding Phase Notice of each TSO, to be used by Applicants for the submission of their Binding Bids by which Participants express their irrevocable commitment to enter a GTA with the TSO, subject to positive EVT.
6. **Binding Bid Guarantee** means a binding bid guarantee in the form as defined by each TSO submitted by a Participant and specifically related to the Binding Bid and aiming to secure participation in the Binding Phase and execution of GTA.
7. **Binding Phase Notice** means the document under Article 28.3 of NC CAM, published by each TSO at the start of the Information Phase, specifying the requirements, instructions and documents related to the Binding Phase participation and development.
8. **Binding Bidding Phase** means a 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.
9. **Binding Phase** means the general phase of the Incremental Capacity Process 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 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.
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 each of the successful Participants

after the positive outcome of a Binding Bidding Phase and EVT.

15. **Commercial Operation Date (COD)** means the date for commercial operation following successful commissioning of the incremental capacity at the IP, realized following a positive EVT.
16. **Condition(s) Precedent** means the events or actions that must be completed (or otherwise waived) before or as part of the GTA(s) in order the latter to become effective, as required by each TSO in their respective sub-section of Section 5.7.
17. **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.
18. **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.
19. **Design Phase** means the design phase of the incremental capacity process as defined in article 27 of CAM NC.
20. **DESFA System (or NNGTS)** means the National Natural Gas Transmission System, operated by DESFA.
21. **Economic Viability Test (or EVT)** means the test applied to assess the economic viability of the Incremental Capacity Project according to Section 5.6.
22. **EWRC** means Energy and Water Regulatory Commission of Bulgaria, the National Energy Regulatory Authority of Bulgaria.
23. **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.
24. **F-factor** as defined in art. 3 (24) CAM NC.
25. **GTA (or gas transportation agreement)** means the agreement signed by the TSO 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. GTA is specific to each TSO and could be drafted and titled differently.
26. **GTA Guarantee** has the meaning given to it in each TSO's specific requirements in Section 5.7.
27. **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.
28. **ICGB System or IGB** means the Interconnector Greece-Bulgaria operated by ICGB AD.
29. **IGB NETWORK CODE** shall mean the Network Code of ICGB AD as in force and amended from time to time and published here –
<https://www.icgb.eu/media/aku30ph/igb-network-code.pdf> ;
<https://www.icgb.eu/network-users/contractual-arrangement/>.

30. **Incremental Capacity Process** means the current process to assess market demand for incremental, firm bundled, capacity at the IP.
31. **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.
32. **Information Phase** has the meaning given to it in Section 4.
33. **Interconnection Point (IP or Komotini IP)** means the interconnection point at Komotini (Greece) between DESFA and ICGB.
34. **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.
35. **Linked Bid** means a bid where the Participant has indicated that its binding request at a DESFA's entry point or ICGB exit point is subject to allocation of an equal amount of capacity and duration at the IP under the Incremental Capacity Process described in this Project Proposal.
36. **Long Stop Date** has the meaning given in Section 5.7 and being the date of 31st of May 2025.
37. **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)].
38. **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.
39. **Member State** means a member state of the European Union.
40. **Marginal Bid** means a bid where capacity cannot be met by TSOs Concerned at one Offer Level.
41. **Network User** means an entity that has entered into a Gas Transportation Agreement according to the IGB NETWORK CODE.
42. **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.
43. **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.
44. **National Regulatory Authorities (or NRAs)** means the National Energy Regulatory Authority of Greece (RAEWW) and of Bulgaria (EWRC).
45. **Non-binding demand indications** the non-binding demand indication(s) for incremental capacity at the IP, received by the TSO(s).
46. **Notice (or Binding Phase Notice)** means the notice published by each TSO according to article 28.3 CAM NC at the start of the Information Phase.

47. **NPV** means the net present value.
48. **Offer Level** means the respective level of capacity offered for each of the yearly standard capacity products at the Komotini IP.
49. **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.
50. **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.
51. **RAEWW** means the Regulatory Authority for Energy, Water and Waste, the National Energy Regulatory Authority of Greece.
52. **Reference Price** means the price for a capacity product for firm capacity of duration of one year at the IP according to Section 6.
53. **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.
54. **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.
55. **Transmission User(s)** an entity that has entered into an NNGS Standard Transmission Agreement.
56. **TSO** means Transmission System operator, being ICGB and DESFA (as relevant).
57. **TSOs Concerned** means DESFA and ICGB.
58. **TYNDP** a TSO's Ten Year Network Development Plan.

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 Interest⁷ 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 website⁸. 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**⁹, 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 two joint demand assessment reports for Kulata/Sidirokastro and Komotini IPs, with BULGARTRANGAZ and ICGB respectively, concluding that there was sufficient indicative demand to initiate incremental capacity projects.

Following the joint demand assessment reports with ICGB and BULGARTRANGAZ, 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 BULGARTRANGAZ 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

⁷ <https://www.desfa.gr/en/announcements/...natural-gas-system>

⁸ <https://www.desfa.gr/userfiles...DAR-%20vf.pdf>

⁹ 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>

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 ICGB¹⁰.
- Incremental capacity offered jointly by DESFA and BULGARTRNSGAZ at the Kulata/Sidirokastro IP as a bundled capacity product, exit DESFA and entry BULGARTRNSGAZ¹¹.
- Incremental capacity offered by DESFA at Kipi IP as unbundled entry capacity.
- Incremental capacity offered by DESFA at Nea Messimvria IP as unbundled entry capacity¹².
- Incremental capacity offered by DESFA at Nea Messimvria IP as unbundled exit capacity¹³.
- 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 capacity¹⁴.
- Incremental capacity offered by DESFA at prospective entry point Elpedison FSRU as unbundled entry capacity¹⁵.
- Incremental capacity offered by DESFA at prospective entry point Dioriga Gas FSRU

¹⁰ 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.

¹¹ 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.

¹² 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.

¹³ 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.

¹⁴ 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.

¹⁵ 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.



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 2023-2032¹⁷. 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.

¹⁷ 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
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 ¹⁸	51	86	103	Entry DESFA
Kipi ¹⁹	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 ²⁰	Q4 2029	

¹⁸ 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

¹⁹ 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

²⁰ Especially for the Kulata/Sidirokastro IP, the mutually agreed, between DESFA and BULGARTRANGAZ, starting date is within Q3 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 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 – ARGO FSRU					Entry DESFA
Nea Messimvria IP					Exit TAP / Entry DESFA
Amfitriti					Entry DESFA
Kipi IP					Entry DESFA
New Entry Point – ARGO FSRU	3	51	86	165	Entry DESFA
New Entry Point –					Entry DESFA

DIORYGA GAS FSRU					
Amfitriti ¹⁵	4 ²¹	51	86	103	Entry DESFA
Kipi IP ¹⁵					Entry DESFA
Starting Date		Q4 2028	Q2 ²² 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 BULGARTRANSGAZ 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.

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.

²¹ 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.

²² Especially for the Kulata/Sidirokastro IP, the mutually agreed, between DESFA and BULGARTRANSGAZ, starting date is within Q3 2029

Proposed Timeline



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 BULGARTRNSGAZ respectively as foreseen in the Project Proposals, the capacity demand still lead to a negative economic viability test for ICGB or BULGARTRNSGAZ 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 (INGTS) 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.