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The Official Journal of Romania, Part I, No. 480/24.05.2024

ACTS OF THE NATIONAL ENERGY REGULATORY AUTHORITY

The National Energy Regulatory Authority

## **ORDER**

### **amending Order 130/2020 on measures for transmission capacity booking at the interconnection points between the Romanian Gas Transmission System and the gas transmission systems of states neighbouring Romania**

Considering the provisions of Art. 99, letter (e), (k) and (l), and of Art. 130 (1) (d), (d<sup>1</sup>) and (q) of Electricity and Gas Law No. 123/2012, as amended,

pursuant to Art. 5 (1) (c) and (d), and of Art. 10 (1) (j), (o) point 2 and (q) of Government Emergency Ordinance No. 33/2007 on the organization and operation of the National Energy Regulatory Authority, approved as amended by Law No. 160/2012, as amended,

**the President of the National Energy Regulatory Authority** issues the following Order:

**Art. 1** - Order 130/2020 of ANRE President on measures for transmission capacity booking at the interconnection points between the Romanian Gas Transmission System and the gas transmission systems of states neighbouring Romania, published in Official Journal of Romania, Part I, No. 562 of 29 June 2020, as amended, shall be amended as follows:

**1. Art. 4 (2) is amended as follows:**

“(2) The framework contract is concluded at least 14 days before the date of the first participation of the NU in an auction for capacity booking, except where incremental capacity is also offered in the annual standard capacity products auctions, in which case the framework transmission contract shall be concluded within 10 working days after the positive result of the economic tests on both sides of the interconnection point and after the notification of the allocation result by the TSOs involved to the applicants who submitted a winning bid.”

**2. Art. 6 is amended as follows:**

`Art. 6 - (1) The participation of a NU in each auction held in accordance with the Operational Rules of the Regional Booking Platform, in order to allocate capacity at interconnection points, is subject to the validation process by the National Natural Gas Transmission Company Transgaz SA, insofar as NU submits, at least 24 hours before the opening of the auction, in the case of auctions for daily and within - day capacity products, and at least 5 days before the opening of the auction, in the case of other auctions, a financial participation guarantee, established in favour of the National Gas Transmission Company Transgaz SA, in order to establish the credit limit to be granted to it in order to participate in the auction for capacity booking.

(2) Where the TSO offers incremental capacity together with the corresponding available capacity in the annual yearly capacity auction, the participation of a capacity applicant which has not concluded a framework transmission contract as referred to in Annex No. 1, which is part of this Order, shall be subject to the submission of an affidavit, signed by the applicant's legal or conventional representative, prepared in accordance with the template indicated in Annex No. 2, which is part of this Order, in original or signed with a qualified electronic signature, to the National Natural Gas Transmission Company Transgaz S.A., at least 5 days before the opening of the auction.`

**3. Art. 7 (6) is amended as follows:**

`(6) The financial participation guarantee for the booked capacity product shall be returned to the NU within no more than 5 working days from the date of establishment of the financial payment guarantee or from the date of the advance payment, if the NU chose this method of payment, or within no more than 5 working days from the date of the closing of the capacity booking auction, if, as a result of the auction, no transmission capacity was allocated to the NU.`

**4. Art. 12 is amended as follows:**

`Art. 12 - It is approved the framework gas transmission contract for capacity booking at the interconnection points between the Romanian Gas Transmission System and the gas transmission systems of states neighbouring Romania, indicated in Annex no. 1.`

**5. The Annex becomes Annex No. 1 and is amended as follows:**

**a) Art. 3 (3) is amended as follows:**

`(3) The duration of the booked capacity products is indicated in the electronic confirmation(s) of the successful auction and, if the duration of the products exceeds the initial period of the contract, the latter shall be deemed to be extended for the entire duration of the booked capacity products.`

**b) Art. 5 (1) is amended as follows:**

`Art. 5 - (1) The NU shall pay to the TSO the value of the booked transmission capacity based on the capacity booking tariff applicable at the moment of use of the booked capacity, plus the additional tariff applied in the incremental capacity processes and any auction premium resulting from the auction process. In the situation referred to in

Article 2(2), the NU shall additionally pay the TSO the tariff for the commodity component applicable to the quantity of natural gas transmitted, determined on the basis of the final allocations, during the period in which the booked capacity may be used. The NU shall pay the TSO the additional tariff resulting from the incremental capacity process only in the case of incremental capacity allocation.`

**c) Art. 8 (g) ) is amended as follows:**

`g) invoice to the NU the value of the transmission services provided under the scope of the Contract, based on the capacity booking tariff applicable at the moment the booked capacity may be used, plus the additional tariff applied in the incremental capacity processes and any auction premium resulting from the auction processes and the commodity tariff applicable for the period in which the booked capacity may be used for the amount of gas transmitted, any delay penalties included. The TSO shall invoice the additional tariff resulting from the incremental capacity process only in case of allocation of incremental capacity.`

**d) At Art. 24, paragraphs (4)-(6) are added after paragraph (3) as follows:**

`(4) By derogation from paragraph (2), where incremental capacity is allocated, the TSO shall not be liable and shall not be held responsible for damages or any other penalty payments if the NU incurs damages, costs or loss due to any of the following:

- a) failure to complete or delay in completing, in whole or in part, the investments related to the neighbouring TSO;
- b) termination or breach of the capacity booking contracts between the NU and the neighbouring TSO or non-existence thereof, regardless of the reason for the absence of an agreement between the NU and the neighbouring TSO;
- c) actions or inactions of the NU in the territory of the neighbouring state or force majeure events in the territory of the neighbouring state that prevent the performance of the obligations by the TSO under this contract.

(5) The TSO shall notify any delay to the date of start of commercial operation of the incremental capacity as foreseen in the incremental capacity project. By signing the contract, the NU shall be deemed to have accepted that if permits, approvals, easements, public procurement contracts and any other relevant land access rights required for the construction phase of the project are not obtained/signed or are delayed, the execution deadlines for the implementation of the incremental capacity project shall be deemed to be extended accordingly and the TSO shall have no liability to the NU in connection with such delays.

(6) Except in the situations referred to in paragraph (5), if the TSO does not comply with the obligation to ensure, at the date of start of commercial operation of the incremental capacity as foreseen in the incremental capacity project, all the conditions for the effective use of the incremental capacity booked by the NU, the TSO shall pay the NU a late payment penalty on a monthly basis. This penalty shall be equal to the annual long-term firm capacity booking tariff applicable at the time the capacity can be used, multiplied by the transmission capacity booked per day and the number of

days of that month during which the booked transmission capacity was not been provided.`

**6. After Annex No. 1, a new Annex, Annex No. 2 is added and has the content indicated in the Annex, which is part of this Order.**

**Art. II** - The National Natural Gas Transmission Company Transgaz S.A. and the network users shall carry out the provisions of this Order, and the specialised directorates of the National Energy Regulatory Authority shall monitor compliance with them.

**Art. III** - This Order shall be published in the Official Journal of Romania, Part I.

President of the National Energy Regulatory Authority  
**George-Sergiu Niculescu**

Bucharest, 22 May 2024

No. 11

ANNEX

(Annex No. 2 to Order No. 130/2020)

**AFFIDAVIT**

I, the undersigned .....

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(name and identification data of the capacity applicant: registered office, telephone, fax, e-mail, Trade Registry number, tax number, unique registration code, bank account number and opening bank)

by .....,

.....,

(name and identification data of the person filling in the affidavit: PIN, ID card number and series, address, telephone, e-mail)

as legal/conventional representative\*), hereby declare that I have taken note of and fully agree with the provisions of the framework gas transmission contract for capacity booking at the interconnection points between the Romanian Gas Transmission System and the gas transmission systems of states neighbouring Romania, indicated in Annex No. 1 to Order 130/2020 of ANRE President on measures for transmission capacity booking at the interconnection points between the Romanian Gas

Transmission System and the gas transmission systems of states neighbouring Romania, as amended. I hereby confirm that I am aware of the provisions of Article 326 (1) of the Criminal Code ('Misrepresentation') according to which 'The act of giving an untruthful statement, by an individual as mentioned in Art. 175 or before a body in which he/she carries out his/her activity, in order to produce legal consequences either for oneself or for another, when, according to the law or to the circumstances, the statement made is used to produce such consequence, shall be punishable by no less than 3 months and no more than 2 years of imprisonment or by a fine.'

Capacity applicant

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Legal/conventional representative\*)

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Signature:

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Data

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\*) in the case of a conventional representative, the affidavit shall be accompanied by the special power of attorney/proxy