



**Tender conditions for the marketing  
of storage capacities  
at the Epe H<sub>2</sub> storage facility  
of RWE Gas Storage West GmbH  
June 2025**

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## I. General information

RWE Gas Storage West GmbH ('RGSW') is offering hydrogen storage capacity at the Epe H<sub>2</sub> storage facility in a tendering procedure.

The Epe H<sub>2</sub> storage facility is the first commercial hydrogen storage facility available to the German and European market. Connection to the German hydrogen core network is ensured via the joint network of Open Grid Europe GmbH (OGE) and Nowega GmbH (Nowega) as part of the [GetH<sub>2</sub> Nukleus](#) initiative.

The capacities to be marketed will be available for use by storage customers from 1 January 2028 onwards. The capacities will be marketed via a tendering procedure, which is regulated in detail in these tender conditions and in which all interested parties may participate. Further components of the contractual terms and conditions are the General Terms and Conditions for Access to the Hydrogen Storage Facilities Operated by RGSW, dated 16 June 2025 (hereinafter referred to as the 'General Terms and Conditions') and the Storage Agreement. The General Terms and Conditions and the Storage Agreement are available on the RGSW website in the [hydrogen](#) section.

In the course of the tender procedure, bids may be submitted by email between 1:00 p.m. on 16 June 2025 and 1:00 p.m. on 2 July 2025. There is no registration requirement to participate in the tender procedure.

The storage capacities are marketed in the form of three (3) identical storage bundles, i.e. a fixed combination of storage capacities. It is possible to submit one or more bids for individual storage bundles or one or more combined bids for up to three (3) storage bundles. A bid is made on the fixed storage fee for 2028. The number of bids per bidder is not limited.

Below is a brief description of the product being offered.

## II. Product description

### 1. Storage capacities

Within the scope of this tender, the available *storage capacities* are offered in the form of three (3) identical *storage bundles*.

The *storage bundle* consists of *working gas volume*, *withdrawal capacity* and *injection capacity* in the following combination:

Storage bundle, Tender 06/2025 Epe H <sub>2</sub> ;	Capacity
<i>Working gas volume, firm</i>	3,800,000 Nm <sup>3</sup> ; <i>This corresponds to approx. 13,452 MWh<sup>1</sup></i>
<i>Injection capacity, firm</i>	5,000 Nm <sup>3</sup> /hour; <i>This corresponds to approx. 17,700 kWh/h<sup>1</sup></i>
<i>Withdrawal capacity, firm</i>	5,000 Nm <sup>3</sup> /hour; <i>This corresponds to approx. 17,700 kWh/h<sup>1</sup></i>

This *storage bundle* is offered a total of three (3) times.

### 2. Booking period

The booking period starts on 01/01/2028 at 6:00 a.m. and ends on 01/01/2038 at 6:00 a.m.

### 3. Storage fee

The storage fee consists of a 'fixed storage fee' and a 'variable storage fee' in accordance with the provisions of the Storage Contract and the General Terms and Conditions.

### 4. Additional product information

The entry and exit capacities in the adjacent hydrogen network are not part of the offered *storage bundles*. To book entry and exit capacities at the Gronau-Epe entry point and Gronau-Epe exit point, please contact the adjacent hydrogen network operators.

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<sup>1</sup> The values in energy units are for information purposes only and are calculated based on a calorific value of 3.54 kWh/m<sup>3</sup>.

## III. Relevant conditions

The following table provides an overview of the provisions that apply to this tender and the bidders' bids as an integral part thereof.

Document	Definition	Source
<b>Terms and conditions of the tender</b>	Tender conditions for the marketing of storage capacities at the Epe H <sub>2</sub> storage facility from 16 June to 2 July 2025  In accordance with the provisions of Section 6 of the General Terms and Conditions for Access to Hydrogen Storage Facilities Operated by RGSW, the tender conditions describe the implementation of the tender procedure and its framework conditions.	This Document
<b>General Terms and Conditions</b>	General Terms and Conditions for Access to Hydrogen Storage Facilities Operated by RGSW, as of 16 June 2025, including the Annexes (Section 30 General Terms and Conditions)	<a href="https://www.rwe-gasstorage-west.com/en/download-area/">https://www.rwe-gasstorage-west.com/en/download-area/</a>
<b>Storage Contract</b>	Contract document containing the essential elements of the storage contract, which will be supplemented after the tender procedure with details of storage bundles and fixed fee for the first contract year (2028).	<a href="https://www.rwe-gasstorage-west.com/en/hydrogen/marketing-of-h2-storage-capacities/">https://www.rwe-gasstorage-west.com/en/hydrogen/marketing-of-h2-storage-capacities/</a>

## IV. Tender procedure

1. The tender will commence on 16 June 2025 at 1:00 p.m. and conclude on 2 July 2025 at 1:00 p.m..
2. During this period, bids may be submitted for the *storage bundles* offered in the tendering procedure. To do so, an email in accordance with the requirements described below and with the subject line '**Tender Epe H2 June 2025 – Bid**' must be sent to the following email address: [h2storage@rwe.com](mailto:h2storage@rwe.com). Bids submitted in any other way will not be considered.
  - 2.1. One or more bids for individual *storage bundles* or one or more combined bids for up to three (3) *storage bundles* are possible.
  - 2.2. The bids in the tender procedure shall be made for the fixed storage fee for the first year of booking (calendar year 2028) – in the case of individual bids, for the fixed storage fee for one storage bundle, and in the case of combined bids, for a fixed storage fee for the combined *storage bundles*.
  - 2.3. The number of bids per bidder is not limited.
  - 2.4. A bid is complete and binding and therefore valid for the allocation process if it meets the following requirements:
    - a) It is submitted within the tender period and
    - b) The bid sheet in Appendix 1 is completed in full and signed by the bidder.
  - 2.5. The bidder is bound by a bid from the end of the tender in accordance with Section IV. 1. until the conclusion of the allocation in accordance with Section 3 below. Until the end of the tender, the bidder may withdraw bids by email to the email address specified in Section IV. 2.
3. After the tender period has expired, RGSW may award the storage bundles in accordance with the following rules:
  - 3.1. No more than the three offered storage bundles will be allocated.

The allocation of bids is carried out by RGSW in **one** procedure in accordance with Section 3.5.
  - 3.2. The allocation of *storage bundles* shall be carried out by RGSW, with the exception of clause 3.6, by 5 p.m. on 2 July 2025.

3.3. Allocation shall be made exclusively for valid bids in accordance with Section IV. 2.4.

3.4. A prerequisite for allocation is that a minimum storage fee set by RGSW and not published is reached or exceeded.

3.5. The allocation of storage bundles for bids that meet the requirements of sections 3.3. and 3.4. is based on the principle of achieving the highest total revenue for RGSW.

3.6. If there are several bids or a combination of several bids that meet the requirements set out in sections 3.3 and 3.4, lead to the same highest total revenue for RGSW and there are no longer enough *storage bundles* available to accept all bids, RGSW will initiate the following process:

- a) The bidders concerned with bids that lead to the same highest total revenue for RGSW will receive a request to submit a new bid by 5 p.m. on 2 July 2025 at the latest in order to enable the allocation of the available *storage bundles*.
- b) The period for the resubmission of bids commences on 2 July 2025 at 5 p.m. and ends on 4 July 2025 at 1 p.m.
- c) If no new bid is received from a bidder contacted under a), this bidder has not submitted a bid.
- d) The allocation of *storage bundles* to the bids submitted during the period for the resubmission of bids shall be carried out in accordance with the provisions of Section 3.5. by 5 p.m. on 4 July 2025 at the latest.
- e) If the situation arises again that several bids that meet the requirements of sections 3.3 and 3.4 lead to the same highest total revenue for RGSW and there are no longer enough storage bundles available to accept all bids, RGSW will terminate the tender at this point and will not allocate any further *storage bundles* to bids.

3.7. RGSW will accept bids by countersigning them – subject to a compliance check of the business partner – and send them to the bidder by email. Bids that are not allocated will be rejected by email.

3.8. RGSW may terminate the tendering procedure at any time without giving reasons.

## V. Conclusion of contract

1. The storage contract shall come into effect upon acceptance of the bidder's binding offer by RGSW subject to a compliance-related business partner review. The storage contract is subject to the condition precedent of receipt of a written notification from RGSW at the

contractual partner regarding the successful completion of the compliance-related business partner review. The notification from RGSW shall be received within a maximum of one calendar week.

2. The acceptance by RGSW shall take place by sending per email the contract documents, consisting of the bid signed by the bidder and RGSW, which shall become part of the Storage Contract, and the applicable General Terms and Conditions.

## **VI. Credit requirements**

1. RGSW conducts a credit screening based on Section 15 and the Annex 'Credit Screening' to the General Terms and Conditions.
2. Notwithstanding the provisions of Section 2 (1) of the 'Annex 'Credit Screening', all information required for the credit screening must be submitted to RGSW by the successful bidder within five (5) working days after receipt of the bid acceptance in accordance with Section V 2.. The documents may also be made available to RGSW in advance of or during the tender process.

## **VII. Legal notices**

1. These tender conditions govern the conditions for qualification, participation and implementation of the tender.
2. Direct or indirect cooperation among bidders, with third parties or affiliated companies to influence the outcome of the tender is not permitted. Such cooperation may result in exclusion from the tender. RGSW has the right to take all necessary measures to prevent such behaviour by bidders.
3. The information contained in these tender conditions is for information purposes only. Bidders undertake not to copy, reproduce, modify, distribute or otherwise use the information contained in these tender conditions unless permitted in these tender conditions without the express prior written consent of RGSW.
4. RGSW shall not be liable for malfunctions and/or technical problems during the transmission and receipt of bids during the tender period.
5. Notwithstanding the following sentence, RGSW shall be liable for damages resulting from injury to life, limb or health, unless RGSW itself, its legal representatives, vicarious agents or assistants have acted neither intentionally nor negligently.
6. RGSW shall be liable for property damage and financial loss if RGSW, its legal representatives, vicarious agents or assistants have acted with intent or gross negligence. In the event of property damage and financial loss caused by simple negligence, RGSW's

liability shall be limited to the typical and reasonably foreseeable damage suffered by the bidder.

7. Any liability on the part of RGSW under mandatory provisions of the Liability Act (*Haftpflichtgesetz*) or the Product Liability Act (*Produkthaftungsgesetz*) and other mandatory statutory provisions remains unaffected by this.
8. Paragraphs (5) to (6) shall also apply to the personal liability of the legal representatives, employees, workers, staff and other vicarious agents of RGSW.
9. All bidders undertake to treat all information received in connection with the tender as strictly confidential.
10. All times are based on Central European Time (CET/CEST).
11. The applicable law in this matter is the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods and German conflict of laws provisions is excluded.
12. All disputes arising out of or in connection with these tender conditions or their annexes or their validity shall be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS), excluding the ordinary courts of law. The place of arbitration shall be Essen, Germany. The number of arbitrators shall be three (3). If the contracting parties are unable to agree on the chairperson, the chairperson shall be appointed by the President of the Higher Regional Court of Düsseldorf. The language of the proceedings shall be German.
13. Should any provision of these tender conditions or their annexes be or become invalid, ineffective or unenforceable in whole or in part, this shall not affect the validity, effectiveness or enforceability of the remaining provisions of these tender conditions. Such an invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed to be replaced by a valid, effective and enforceable provision that comes closest to the economic meaning and purpose of the invalid, ineffective or unenforceable provision. The foregoing shall apply mutatis mutandis to any unintended gap in these tender conditions.



## VIII. Schedule

<b>16 June 2025</b>	Publication of the tender conditions for this tender, including the Storage Contract, on the RGSW website. <a href="https://www.rwe-gasstorage-west.com/en/hydrogen/marketing-of-h2-storage-capacities">https://www.rwe-gasstorage-west.com/en/hydrogen/marketing-of-h2-storage-capacities</a>
<b>16 June 2025, 1:00 p.m.</b> <b>2 July 2025, 1:00 p.m.</b>	Start of tender period for submitting bids End of tender period for submitting bids
<b>until 2 July 2025; 5:00 p.m.</b>	Notification of tender results to bidders and acceptance of binding bids by RGSW
<b>until 2 July 2025; 5:00 p.m.</b>	If necessary - in accordance with IV Section 3.6 - request by RGSW to submit a new bid
<b>until 4 July 2025; 5:00 p.m.</b>	Acceptance of binding bids from the renewed bidding process by RGSW and notification of the tender results to the bidders
<b>by the end of the fifth working day after the announcement of the tender results</b>	Documents that the successful bidder must submit to RGSW for credit assessment
<b>within 5 working days after receipt of the request notification by RGSW regarding a security deposit</b>	Provision of the credit security requested by RGSW by the successful bidder

## IX. Contact details

If you have any questions about this tender, please contact your RGSW sales team:

<b>Sabine Vahley</b>	+49 (0) 152 09166114	<a href="mailto:sabine.vahley@rwe.com">sabine.vahley@rwe.com</a>
<b>Valentin Pikler</b>	+49 (0) 174 6418420	<a href="mailto:valentin.pikler@rwe.com">valentin.pikler@rwe.com</a>
<b>Jörg Albers</b>	+49 (0) 162 2517718	<a href="mailto:joerg.albers@rwe.com">joerg.albers@rwe.com</a>

Address:

RWE Gas Storage West GmbH  
RWE Platz 4  
45141 Essen  
Germany

## Annex 1

Tender by RWE Gas Storage West GmbH  
Marketing of capacities at the Epe H<sub>2</sub> hydrogen storage facility in June 2025

### - Bid -

#### **Company data:**

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode & city: \_\_\_\_\_

Country: \_\_\_\_\_

#### **Contact details:**

Name: \_\_\_\_\_

Mail address: \_\_\_\_\_

#### **Bid:**

Submission / Withdrawal \_\_\_\_\_

Number of bundles for which a bid is submitted: \_\_\_\_\_

Bid [€/year]: \_\_\_\_\_

Signature of bidder : \_\_\_\_\_

Date: \_\_\_\_\_

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#### **Acceptance by RWE Gas Storage West GmbH**

- subject to a compliance-related business partner review -

Signature RGSW: \_\_\_\_\_

Date: \_\_\_\_\_