

Short-Term Open Access in Inter-State Transmission
(Bilateral Transaction)

Procedure for Scheduling

**(As per CERC Open Access Regulations, 2008 (dated 25.01.2008) & subsequent
(Amendment) Regulations, 2009 (dated 20.5.2009))**

Prepared by
THE CENTRAL TRANSMISSION UTILITY
(POWER GRID CORPORATION OF INDIA LIMITED)

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FORMATS FOR SHORT-TERM OPEN ACCESS –BILATERAL TRANSACTION:

FORMAT-I: “APPLICATION FOR SCHEDULING”

FORMAT-II: “CONCURRENCE FROM SLDC”

FORMAT-IIA: “AFFIDAVIT – regarding Deemed Concurrence from SLDC”

FORMAT-III: “REQUEST /CONCURRENCE FROM RLDC”

FORMAT-IV: “CONGESTION INFORMATION–ADVANCE SCHEDULING”

FORMAT-V: “REQUEST FOR REVISION OF SCHEDULE- DUE TO CONGESTION”

FORMAT-VI: “ACCEPTANCE FOR SCHEDULING”

FORMAT-VII: “DETAILS OF PAYMENT”

FORMAT-VIII: “REGISTRATION FORM”

Procedure for Scheduling of Short-Term Open Access (Bilateral Transaction)

(Revision No.: 0 Dated: 11.06.2009)

1. OUTLINE

- 1.1. This Procedure is in accordance with the various provisions of the “Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008”, dated 25.01.2008, and subsequent amendments thereof hereinafter referred to as “the Regulations”.
- 1.2. The Procedures shall apply to the Applications made for scheduling of Bilateral Transactions by availing of Short-Term Open Access for use of the transmission lines or associated facilities with such lines on the inter-State transmission system, received by the nodal RLDC on or after 15.06.2009.
- 1.3. All Applications received upto the date and time lines specified in “the Regulations” shall be taken up together for consideration. For Applications Received before 15.06.2009, the short-term open access charges shall be applicable as per CERC (Open Access inter-State Transmission) Regulations, 2008. For Applications Received on or after 15.06.2009, the short-term open access charges shall be applicable as per CERC (Open Access inter-State Transmission) (Amendment) Regulations, 2009.
- 1.4. For the Applications (under Advance Scheduling/ First cum First Served basis) received till 17:30 Hrs of 14.06.2009, the short-term open access charges shall be as per the original CERC (Open Access inter-State Transmission) Regulations, 2008. Similarly for Day-ahead scheduling, the applications received till 15:00 HRs of 14.06.2009, the short-term open access charges shall be as per the principal CERC (Open Access inter-State Transmission) Regulations, 2008. For Applications (under “Contingency” category) received till 24:00 HRs of 14.06.2009, the short-term open access charges shall be as per the principal CERC (Open Access inter-State Transmission) Regulations, 2008.
- 1.5. *For example:*
An applicant “X” has submitted an Application on 13.06.2009 for Advance Scheduling of Short-Term Open Access Bilateral Transaction for the month of August 2009 form 05.08.2009 to 25.08.2009. Another applicant “Y” has submitted an Application on 15.06.2009 for Advance Scheduling of Short-Term Open Access Bilateral Transaction for the month of August 2009 form 01.08.2009 to 20.08.2009. The nodal RLDC shall consider both the Applications together. In case of Applicant “X”, the short-term open access charges shall be as per CERC (Open Access inter-State Transmission) Regulations, 2008 and in case of Applicant “Y”, as per the Amendment Regulation, 2009.

- 1.6 No retrospective adjustments for short-term open access charges shall be made for the already approved short-term open access bilateral transactions.

2. SUBMISSION OF APPLICATION

- 2.1. An Application for scheduling of Bilateral Transaction through Short-Term Open Access in the inter-State transmission system shall be made to the Regional Load Despatch Centre of the Region where point of drawal of electricity is situated.
- 2.2. The Application for scheduling of a Bilateral Transaction shall contain the details, such as names and location of Supplier and Buyer, contracted power (MW) at the supplier interface, point of injection, point of drawal, starting time block and date, ending time block and date, and other information as per the enclosed format [*FORMAT-I: "Application for Scheduling"*].
- 2.3. An Application made for each Bilateral Transaction shall be accompanied by a non-refundable fee as specified in the Regulations. Provided that the fee for Bilateral Transaction on the day of the Application or on the day immediately following the day of the Application may be deposited within three working days of submission of the Application.
- 2.4. A copy of the Application shall be endorsed by the applicant to the following:
- a) Each RLDC involved in the transaction.
 - b) Each SLDC involved in the transaction.

3. CONCURRENCE OF STATE LOAD DESPATCH CENTRE

- 3.1 Wherever the proposed Bilateral Transaction has a State Utility or an intra-State Entity as a Buyer or a Seller, concurrence of the concerned State Load Dispatch Centre shall be obtained in advance and submitted along with the Application. The Concurrence of the concerned SLDCs shall be submitted as per the enclosed format [*FORMAT-II: "Concurrence from SLDC"*].
- 3.2 Where "concurrence" or 'no objection' or "prior standing clearance", as the case may be, is deemed to have been granted by the concerned SLDC in accordance with clause 4 of the Regulation 8, the applicant while making application for Scheduling of Bilateral Transactions shall submit to the nodal agency an affidavit, duly notarized, as per the enclosed format. [*FORMAT-II A: "AFFIDAVIT – regarding Deemed Concurrence from SLDC"*]
- 3.3 Application(s) without the concurrence of concerned SLDCs will not be considered, except in case of "Concurrence" or 'No Objection' or "Prior Standing Clearance", as the case may be, is deemed to have been granted by the concerned SLDC in accordance with the second proviso to clause 4 of Regulation 8. In case of deemed concurrence, the Applicant must ensure that all the requirements under Regulation 8 have been duly complied with and submit the Application for scheduling of Bilateral Transactions alongwith the duly

notarized affidavit as per FORMAT –IIA. The Applicant shall serve a copy of the Affidavit alongwith the copy of the Application being endorsed to the concerned SLDC.

4. CONCURRENCE OF REGIONAL LOAD DESPATCH CENTRE

- 4.1. Wherever the proposed Bilateral Transaction has a State Utility or an intra-State Entity as a Buyer or a Seller in other region, the Nodal RLDC shall obtain concurrence of the concerned Regional Load Despatch Centre(s). The concurrence of the Regional Load Despatch Centre shall be as per enclosed format [*FORMAT-III: "Request/Concurrence from RLDCs"*].
- 4.2. RLDC shall first consider the Applications received by them, as nodal Agency, before giving concurrence / indicating constraint, to other RLDCs, for the Applications received, by the later.
- 4.3. In case of denial of access, the RLDC concerned shall furnish reasons for the same, in writing.

5. PROCEDURE FOR ADVANCE SCHEDULING OF BILATERAL TRANSACTION

- 5.1. An Application for Advance Scheduling for a Bilateral Transaction may be submitted to the nodal RLDC up to the fourth month, considering the month in which an Application is made being the first month.
- 5.2. A separate Application shall be made for each month and for each transaction in a month in a suitable cover marked "Application for Short-Term Open Access - Advance Scheduling for - <<Month-Year's name>>".
- 5.3.
 - (a) An Application for inter-State scheduling during the fourth month shall be made up to the last day of the first month.
 - (b) An Application for inter-State scheduling during the third month shall be made up to the five (5) days prior to the close of the first month.
 - (c) An Application for inter-State scheduling in the second month shall be made up to the ten (10) days prior to the close of the first month.
- 5.4. All the Applications received up to 17:30 Hrs on the last day as mentioned above shall be taken up together for consideration. Applications received after prescribed time shall not be considered.

- 5.5. While processing the Applications, the Nodal RLDC shall seek the concurrence of each of the other RLDCs involved in the transaction by 12:00 Hrs. on next day of the applicable last date for submission of Application.
- 5.6. The other RLDCs shall give their concurrence/denial latest by 20:00 Hrs on the same day on which request for concurrence is sent by the nodal RLDC.
- 5.7. In case of perceived congestion in transmission corridor, nodal RLDC on next day (i.e. 2nd day after the applicable last date for submission of Application) will inform the concerned applicant(s) as per enclosed format [*FORMAT-IV: "Congestion Information-Advance Scheduling"*] latest by 12:00 Hrs. By next day (i.e.; 3rd day after applicable last date for submission of Application) latest by 11:00 Hrs, the Applicants must inform the nodal RLDC as per enclosed format [*FORMAT-V: "Request for Revision of Schedule- Due to Congestion"*], the reduced request for Scheduling during the period of Congestion **or** opt for Scheduling only for the duration when no congestion is anticipated **or** opt for Scheduling through the alternate route. In case of non-receipt of revised request in time, it shall be presumed that the Applicant is not interested in revising it and nodal RLDC shall process the Application accordingly.
- 5.8. In case, the nodal RLDC still anticipates Congestion, it may invite electronic bids for advance scheduling on 4th day after applicable last date for submission of Application.
- 5.9. The nodal RLDC shall convey its acceptance or otherwise to the Applicant in five days from the last date of submission, as per enclosed format [*FORMAT-VI: "Acceptance for Scheduling"*]. In case, the nodal RLDC rejects an application ,it shall convey its reasons to the Applicant in writing

6. **e-BIDDING PROCEDURE.**

- 6.1. Bids shall be invited, from the concerned Applicants, for only such period during which congestion is expected to occur and for the Regional transmission system or inter-Regional corridor, whichever is expected to get over stressed.
- 6.2. The decision of the nodal RLDC in respect of an expected congestion shall be final and binding.
- 6.3. Any Applicant intending to participate in bidding for Short-Term Open Access shall register and obtain the "User ID" and initial "Password" in advance from the RLDC for its Authorized User(s). The "Registered Users" will be issued a system generated "User ID" and initial "Password" by RLDC to enable them to submit their 'Bid' electronically. Upon receipt of the User Id and initial password, the User shall immediately change the password. It shall be the responsibility of such Applicant to maintain its confidentiality/security and to prevent its misuse.

- 6.4. The Applicants shall submit their 'Bid' electronically through the web site of the CTU/ RLDCs. Only the Applicants, through their "Registered Users", shall be entitled to submit a Bid.
- 6.5. The Bids shall be accepted up to the "bid closing time" as indicated on the website of CTU/RLDCs, designated for e-bidding. Modification / amendment to a bid, once submitted, including submission of a second or subsequent bid by an Applicant, shall not be entertained.
- 6.6. In case the Applicant does not participate in the e-bidding process, his Application shall be considered as withdrawn.
- 6.7. Bidding process and the Approval of the Schedules of the bidders shall be as per following:
- The bid price shall be in addition to the Transmission Charges for Bilateral Transactions as specified in the Para 16 of the Regulations.
 - The Bidder shall quote price in terms of Rs./MWh in multiples of 10. The minimum price a bidder may quote is Rs. 10/MWh.
 - Approval of Short-Term Open Access for Advance Scheduling will be accorded in the decreasing order of price quoted.
 - In case of equal price quoted by two or more successful bidders, the approval for scheduling shall be made pro-rata to the scheduling request sought by them.
 - The Applicant, which gets approval for scheduling less than the scheduling request sought by him, shall pay the charges quoted by him. The Applicant getting approval for scheduling equal to the scheduling request sought by him shall pay the charges quoted by the last Applicant getting approval of its full scheduling request.

7. PROCEDURE FOR SCHEDULING OF BILATERAL TRANSACTION ON "FIRST-COME-FIRST-SERVED" BASIS

- 7.1. An Application shall be submitted to the nodal RLDC in a cover marked "Application for scheduling on - First-come-first-served basis".
- 7.2. Application received under the following categories shall be treated as "First-Come-First-Served" application:-
- i. Application received under "First Come First Served" category for Short-Term Open Access shall be considered only when transactions are commencing and terminating in the same calendar month.

- ii. Application for scheduling a Bilateral Transaction which is commencing in the same month in which Application is made, provided that such Application is received at least four (4) days in advance from the date of commencement of the Bilateral Transaction. All such Application shall be processed and decided within three days of their receipt.
- iii. Application received during the last ten (10) days of the first month, for scheduling of transactions in the second month. These Applications would be considered after completing the process for Advance scheduling of Bilateral Transaction in the second month. Accordingly, Applications received up to five (5) days prior to the end of the month shall be processed only after completing the process for Advance Scheduling of Bilateral Transactions for the second month.

- 7.3 All Applications received by the Nodal RLDC in a day up to 17:30 hrs shall be considered together for processing and shall have same priority. Applications received by the nodal RLDC after 17:30 hrs of a day shall be treated as having been received on next day.
- 7.4 Pro-rata scheduling acceptance shall be given in case scheduling requests of the Applicants is for more than the margins available.

8. PROCEDURE FOR SCHEDULING OF DAY-AHEAD BILATERAL TRANSACTION

- 8.1. Applications received within three days prior to the date of scheduling and up to 15:00 Hrs. of the day immediately preceding the day of scheduling shall be treated as having been received together for processing and shall have same priority.
- 8.2. Applications for Day Ahead transactions shall be processed only after processing of the Collective Transactions of the Power Exchange(s).
- 8.3. Pro-rata scheduling acceptance shall be given in case scheduling requests of the Applicants is for more than the margins available.

9. PROCEDURE FOR SCHEDULING OF BILATERAL TRANSACTION IN A CONTINGENCY

- 9.1. In the event of a contingency, the buyer or in its behalf, a trader may locate, and the power exchange may offer its platform to locate, a source of power to meet

short-term contingency requirement and make an Application to the Nodal RLDC.

- 9.2. Nodal RLDC shall accept such Application only after 1500 hrs of the day immediately preceding the day of scheduling.
- 9.3. Nodal RLDC shall take steps to incorporate such Bilateral Transactions in Day Ahead schedules/Same -Day schedules, as the case may be. In case of Same Day, the transaction shall be scheduled from the 6th time block, counting the block in which acceptance is accorded as the first time block.
- 9.4. Pro-rata scheduling acceptance shall be given in case scheduling requests of the Applicants is for more than the margins available.

10. INCORPORATION OF BILATERAL TRANSACTIONS IN DAILY SCHEDULES BY THE RLDCs

- 10.1. RLDCs shall incorporate the Bilateral Transactions (as per the acceptance accorded) in the Daily Schedules of the Regional Entities. The concerned SLDCs shall also incorporate such inter-State transactions to / from the point of injection / drawal in the Daily schedules issued by them.
- 10.2. The average energy losses shall be applied, as estimated on weekly basis, by Regional Load Despatch Centres for regional transmission system and as displayed in their respective website. For State transmission system, losses shall be applied as specified by the respective State Load Despatch Centres. The losses in the system shall be compensated by less drawal by the Drawee Utility. The net drawal schedule for Buying Utility will be the drawal schedule minus the estimated losses in the involved transmission system.
- 10.3. While finalizing the net drawl schedule / net injection schedule of Entities, each transaction will have a resolution of 0.01 MW at each State/inter-Regional boundaries.
- 10.4. The ramp-up and ramp-down, if required, in the Daily Schedules (issued by the RLDC) on account of such transactions, shall commence at the time of commencement of the transaction and shall end at the time of termination of the transaction respectively.

11. REVISION OF SCHEDULE

- 11.1. The Short-Term Open Access Schedules accepted by the Nodal RLDCs in case of “Advance Scheduling” or “First-Cum-First Served basis” may be cancelled or revised downwards by the Applicant by giving minimum two (2) days notice. The notice period shall be excluding the day on which notice is served and the day from which revised schedules are to be implemented.

- 11.2. The accepted schedules for Day-Ahead transactions and transactions in a Contingency shall not be revised or cancelled.
- 11.3. The Applicant, who has requested for revision or cancellation of the accepted schedule as above, shall pay the Transmission Charges and Operating Charges as per the originally accepted schedule, if the period of revision or cancellation is upto two (2) days. If the period of revision or cancellation exceeds two(2) days, the Transmission Charges and Operating Charges for the period beyond two (2) days shall be payable as per the revised accepted schedule and for the first two (2) days as per the original schedule.

For example: Say an Applicant has been scheduled for 10 days from 21st day of a month to 30th day of a month for 100 MW on round the clock basis (i.e. for 2400 MWh per day). If this Applicant, on or before 18th day of that month, submits request for revision of schedule to 50MW on round the clock basis (i.e. 1200 MWh per day), the revised schedule will get implemented from the beginning of the transactions (i.e. 21st day of the month). The Applicant shall pay the Transmission Charges for 2400 MWh per day for the period from 21st to 22nd day of the month. Whereas for the period from 23rd day to 30th day of the month, Transmission Charges shall be payable for 1200MWh per day.

However, if the Applicant requests for such revision on 20th day of the month, his request will be implemented from 23rd day of the month. He shall pay Transmission charges for 2400 MWh per day for 2 days i.e. from 23rd to 24th day of the month and for the remaining period he shall pay the Transmission Charges based on 1200MWh per day.

- 11.4. The margins becoming available as a result of such revision or cancellation shall be available for scheduling to any other Applicant in accordance with relevant provisions of Regulations on Open Access.
- 11.5. The short-term customers granted short-term open access prior to 15.06.2009 shall also be eligible for Cancellation/downward revision of Schedule by giving two days notice and by paying minimum two days transmission charges as per Regulation 15. The refund of transmission charges shall be in accordance with the rate at which the transmission charges were paid by the respective customer.

12. CURTAILMENT IN CASE OF TRANSMISSION CONSTRAINTS

- 12.1. Bilateral Transactions shall be reduced or cancelled by the Regional Load Despatch Centre, if the Central Government allocates power from the Central Generating Station or Stations in a Region to a person in another Region and such allocation, in the opinion of the Regional Load Despatch Centre, cannot otherwise be implemented due to Congestion in the inter-Regional corridor. In the event of reduction or cancellation of already accepted schedules of Bilateral Transactions, the Applicant shall be suitably intimated by the RLDC.

- 12.2. When because of transmission constraint or to maintain grid security as decided by RLDC, it becomes necessary to curtail power flow on a transmission corridor, the transactions already scheduled, would be curtailed in the manner, which in the opinion of RLDC, would relieve transmission constraints/ enhance grid security. Subject to the provisions of the Grid Code, while cancellation or curtailment of any transaction, among short-term, medium term and long-term transactions, short-term transactions shall be cancelled or curtailed first, followed by medium term and thereafter long-term transactions. Short-Term Open Access Bilateral Transactions would be curtailed first followed by the Collective Transactions.
- 12.3. In case of transmission constraint or otherwise when Long Term Customer's power from one Region to another needs to be re-routed through the third Region, RLDC shall allow such re-routing to the extent of the surplus margin available without curtailing the existing Long-Term, Medium Term and Short-Term Open Access transactions.
- 12.4. In case of curtailment of the accepted schedules for any particular day for the reasons of transmission constraints or due to allocation of power from Central Generating Station from one Region to the person in other Region, the Transmission Charges for that day shall be payable on pro-rata basis in accordance with the transactions finally scheduled. Provided that the Operating Charges shall not be revised in case of curtailment.

13. COMMERCIAL CONDITIONS FOR BILATERAL TRANSACTION

The following commercial conditions shall apply for the Bilateral Transaction:

13.1. TERMS OF PAYMENT

13.1.1. All payments associated with Bilateral Transaction shall be made by the Applicant to the Nodal RLDC.

13.1.2. The Applicant shall make the following payment to the Nodal RLDC within three working days from the date of acceptance of Bilateral Transactions. The charges for scheduling of Bilateral Transactions will be worked out on the basis of total MWh approved at the point of injection.

a) Application Fees (as per Para 7 of Regulation)

An Application made for each Bilateral Transaction shall be accompanied by a non-refundable fee of Rupees five thousand (Rs.5000/-) only. Provided that the fee for Bilateral Transaction on the day of the Application or on the day immediately following the day of the Application may be deposited within three working days of submission of the Application.

b) Transmission charges (as per Regulation 16)

Full amount for the entire period of Bilateral Transaction, in respect of the following:

1. Regional Transmission systems involved
2. STU/SEB/transmission licensees involved

c) Operating charges (as per Regulation 17)

Operating Charges at the rate of Rs.2000/- per day or part of the day of each for the entire period of Bilateral Transaction in respect of the following:

1. Each RLDC involved
2. Each SLDC involved

13.1.3. The Transmission charges for the use of the inter-State network shall be in Rs./MWh depending upon the type of transaction and shall be payable by the short-term customer for the energy approved at the point or points of injection. The rate for transmission charges shall be as follows:

	Type of Transaction	Transmission Charges (Total) Rs/MWh
(a)	Bilateral, intra-regional	80
(b)	Bilateral, between adjacent region	160
(c)	Bilateral, wheeling through one or more region	240

13.1.4. The Transmission charges for the use of the State network shall be in Rs/MWh, as determined by the respective State Commission and the same shall be intimated to RLDCs by concerned STU. Provided that in case the State Commission has not determined the Transmission charges, the charges for use of the respective State network shall be payable at the rate of Rs.80/MWh for the energy approved.

13.1.5. In case a State utility is the Buyer/Seller, the Operating Charges and the Transmission Charges shall not include the charges for that State network and the Operating Charges for that State Load Dispatch Center. A certificate in this regard from the concerned STU(s)/SLDCs shall be submitted by the Applicant.

13.1.6. All payments shall be remitted only by Bank draft/cheque drawn in favour of “_____RLDC Short Term Open Access Account” payable at par at the

location of the Nodal RLDC or by electronic transfer. No outstation cheques will be accepted.

13.1.7. The transaction wise payment details shall be submitted as per enclosed format [FORMAT-VII: "Details of Payment"].

14. DEFAULT IN PAYMENT OF SHORT-TERM OPEN ACCESS CHARGES

14.1. In case of default in payment of the Application fee or the charges specified under the Regulations specified by CERC, the nodal RLDC, at its discretion may not schedule the transaction or may cancel the scheduling of already scheduled transaction or may not entertain any Application of such Applicant in future until such time the default is cured.

14.2. The Applicant committing default in payment shall pay the simple interest at the rate of 0.04 % for each day of default from the Due Date of Payment.

14.3. In case a payment made by the Applicant through cheque has been dishonored, the Applicant shall immediately pay the amount due by demand draft or electronic transfer and no further cheque payment will be accepted from that Applicant for next three (3) months.

15. DISBURSAL OF PAYMENT

15.1. Nodal RLDC will reconcile the Short-Term Open Access Charges collected during the previous month and disburse the Transmission Charges and Operating Charges within 7 working days from the issuance of monthly Regional Energy Accounting by the respective Regional Power Committees.

15.2. The Transmission Charges for use of State network and Operating Charges for SLDCs shall be disbursed to the State Transmission Utility/SLDC concerned, after receiving the same from the Applicants.

15.3. Transmission charges collected for use of the transmission system other than that of the State network shall be disbursed by nodal RLDC to the RLDCs of the respective Region. The 25% of the Transmission Charges collected for use of the transmission system other than the State network shall be disbursed to CTU and balance 75% shall be disbursed to long-term customers through the RLDC of the respective Region in accordance with Regulation 25.

15.4. In case of refunds arising due to curtailment/revision of transactions during the previous month, the same shall also be disbursed to the concerned Applicants by 15th day of the current month.

15.5. Nodal RLDC does not have any responsibility towards non-payment as well as dishonoring of cheque(s) submitted by the Applicants. The amounts actually collected by RLDCs shall only be disbursed.

16. GENERAL CONDITIONS

16.1. The Entities which are making Application for the first time or intend to make, must submit the “One- Time” information as per enclosed format. [*FORMAT-VIII: “Registration Form*] to the concerned nodal RLDC. In case of any change in the existing information, the same shall be intimated to the concerned nodal RLDC.

16.2. The Application for Bilateral Transactions can be submitted through Post/fax.

16.3. Any amendment/modification to an existing Application, except for reasons specifically mentioned in the Procedure, shall be treated as a fresh Application.

16.4. The Nodal RLDC shall issue transaction-wise scheduling acceptance from:

- I. The point of injection of a Seller to the injecting State’s periphery (control area boundary) as confirmed by the concerned SLDC, and
- II. From the periphery (control area boundary) of injecting State up to the periphery (control area boundary) of the Drawee State as confirmed by the concerned RLDCs.
- III. From the periphery (control area boundary) of the Drawee State to the point of drawal of Buyer as confirmed by the concerned SLDC.

16.5. The Applications of the Applicants, who have not been accorded the Acceptance for Scheduling of Bilateral Transactions, shall stand disposed off with suitable intimation to the concerned Applicant(s).

16.6. All costs/expenses/charges associated with the Application, including Bank Draft, shall be borne by the Applicant.

16.7. An incomplete/vague Application, and an Application not found to be in conformity with these Procedures and Regulations, shall be summarily rejected.

16.8. None of charges payable by Applicant(s) and/or any other Entities involved in the transaction shall be adjusted by them against any other payments/charges.

16.9. The Applicant shall abide by the provisions of The Electricity Act, 2003, Indian Electricity Grid Code and CERC Regulations, as amended from time to time.

16.10. The Applicant shall keep each of the SLDCs/ RLDCs indemnified at all times and shall undertake to indemnify, defend and save the SLDCs/RLDCs harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the transactions.

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OPEN ACCESS (BILATERAL TRANSACTION)-APPLICATION FOR SCHEDULING

To: Nodal RLDC (NRLDC / WRLDC /ERLDC /SRLDC / NERLDC)

Transaction Type: Advance/FirstCome First Served/Day-Ahead/Contingency For Month(in case of Advanced)_____

1	Application No:		Date	
2	Applicant Name		Registration Code	

3	Scheduling Request	DATE		Hours		*MW
		From	To	From	To	

4	Buyer/Seller Details		
		Injecting Entity	Drawee Entity
	Name of Entity		
	Entity in which it is embedded		
	Concerned SLDC/ Region		
	Whether Internalized(Yes/No)		
5	Applied route (from injection point to drawal point)		<e.g. (Orissa-ER-NR-Delhi)>
6	If re-routing to be considered, please specify the alternate Route(s)		

7	Payment details of Non-Refundable Application Fee(Rs. 5000/-)	
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8	<p>Declaration: The provisions of the Electricity Act 2003, IEGC,CERC regulations & CTU Procedures with respect to bilateral transactions in inter state transmission as ammended from time to time are hereby understood and would be binding.</p> <p style="text-align: right;">Signature (With Stamp)</p> <p>Date: _____ Name: _____ Place: _____ Designation: _____</p>
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9	For use of Nodal RLDCs
	Approval No:(If approved) Or reason of refusal(if refused)

* MW at the Point of Injection.

Note :- If applying for the first time, kindly attach Registration form (Format VIII).

Enclosures: 1. Consent of SLDCs / Affidavit

2. Bank Draft/Local Cheque. (if payment by Bank Draft/Cheque)

Copy to:

1. __ SLDC
2. __ SLDC
3. __ RLDC
4. __ RLDC
5. __ RLDC

OPEN ACCESS (BILATERAL TRANSACTION) -CONCURRENCE FROM SLDC

(to be enclosed along with Application)

To ___ SLDC

1	Application No.:	Date
2	Applicant Name:	
3	Registration Code:	

4	Buyer/Seller Details		
		Injecting Entity	Drawee Entity
	Name of entity		
	Entity in which it is embedded		
	Concerned SLDC		

5	Concurrence Requested from SLDC(Where point of injection/Point of Drawl is located) :				
	DATE		HOURS		MW
	FROM	TO	FROM	TO	

6	Concurrence Accorded by SLDC(Where point of injection/Point of Drawl is located) :				
	SLDC Ref. No.:				Date
	DATE		HOURS		MW
	FROM	TO	FROM	TO	

A curtailed concurrence (or no concurrence) is being granted on account of

<<Authorized Signatory for SLDC where point of injection/drawl is located>>

Signature (With Stamp)
Name & Designation

AFFIDAVIT

I,<<name of the person>>..... son of Shri ...<<father's name>>..... aged ...<<age>>..... Years and presently working with the<< name of the Company/Trading Licensee/organization>>..... having its registered office situated at<< address>>....., do hereby solemnly affirm and state as under:

1. THAT I am working as ...<<designation>>... with the<< name of the company>>....., is duly authorized to make this affidavit.
2. THAT I had made an [Application **OR** Application after removal of deficiency or rectification of defects, as communicated by the _____SLDC] {as the case may be} to _____ SLDC for seeking [“Concurrence” **OR** “Standing Clearance” **OR** “no objection”] {as the case may be} for grant of inter-State short-term open access in accordance with the format specified by the _____SLDC, if any on<< date of submission of application to SLDC>>..... A copy of the acknowledgement (or any other evidence in support of delivery of the application to the _____SLDC, given by the _____SLDC is enclosed along with this Affidavit as Annex-I.
3. THAT the State Load Despatch Centre has failed to convey any deficiency or defect in the application or its refusal or concurrence or ‘no objection’ or prior standing clearance, as the case may be, within the specified time i.e.;<< Date by which SLDC is to be respond>>..... { 3 working days /7 working days in case of first time applicant}
4. THAT the necessary infrastructure for time-block-wise energy metering and accounting in accordance with the provisions of the Grid Code in force, is in place; and are enclosed along with the affidavit – as Annex-II. It is also understood that the _____SLDC is responsible for the scheduling and energy accounting and RLDCs will not be responsible in any manner in this regard.
5. THAT I shall keep each of the RLDCs/NLDC indemnified at all times and shall undertake to indemnify, defend and save the RLDCs/NLDC harmless from any and all damages, losses, claims and actions arising out of disputes relating to scheduling, metering, billing, energy accounting, settlement etc. due to such short-term open access transaction.

DEPONENT

Verification:

Verified at ...<< place>>... on this day of ...<<month>>....., ..<<year>>... that the facts stated in the above affidavit are true & correct to my knowledge and no part of it is false and nothing intended has been concealed therefrom.

DEPONENT

OPEN ACCESS (BILATERAL TRANSACTION) - REQUEST FOR REVISION OF SCHEDULE DUE TO CONGESTION

(to be sent by Applicant to Nodal RLDC)

Ref. No. :

Date :

Registration Code:

To,

NODAL RLDC _____

Ref. :< Application No.& Date> _____

Dear Sir,

With reference to your letter no. _____ dated _____ w.r.t above application , I do hereby confirm that (strikeout or delete the clauses which are not applicable)

- i) I would like to avail the Open Access (Bilateral Transaction)-Advance Schedule only for the duration when no congestion is anticipated in the corridor and I do not want to Schedule the applied power during the congestion period.
- ii) I would like to revise the request for the Open Access(Bilateral Transaction)- Advance Schedule from _____MW (in original application) to _____MW during the congestion period.
- iii) I would like to avail the part / full Open Access (Bilateral Transaction)- Advance Schedule through alternate route (s) . I do hereby authorize __RLDC (Nodal RLDC) to process my application for scheduling through alternate route(s) , as follows :

Transmission Corridor	Congestion Period				Applied Schedule	Revised Schedule on original route	Revised Schedule on alternate route -1 (_____)	Revised Schedule on alternate route -2 (_____)
	DATE		HOURS					
	From	To	From	To		(MW)	*(MW)	*(MW)

In case of advance scheduling through alternate routes , the additional charges as per CERC Regulation will be paid by me.

(Signature)

PLACE :
DATE :

Name :
Designation :

OPEN ACCESS (BILATERAL TRANSACTION)-ACCEPTANCE FOR SCHEDULING

Nodal RLDC _____

Acceptance No. _____

Date: _____

Ref: Original Application No. _____

Date: _____

1 Name of applicant _____

Registration Code: _____

2 Name of injecting Entity /State /Region _____

3 Name of Drawee Entity /State /Region _____

4 Wheeling Region(s) _____

5 Open Access Scheduling Requested:

DATE		HOURS		Capacity (MW)	Route	Total MWh
From	To	From	To			

6 Open Access Scheduling Accepted:

DATE		HOURS		Capacity (MW)	Route	Total MWh
From	To	From	To			
					Total MWh	

7 BiddingDetails

Transmission System	From(Date)	To(Date)	From(Hrs)	To (Hrs)	Applicable Bid Rate (Rs./MWh)

8 Payment Schedule

Payment Due Date: _____

i) Transmission Charges

Trans. System	Rate (Rs/MWh)	MWh	Total(Rs)
.....STU/SEB			
.....STU/SEB			
Intra-regional/adjacent/Wheeling Bidding	30/60/90		
Total of (i)			

ii) Operating Charges

	Rate (Rs/Day)	Number of days	Total(Rs)
.....SLDC			
.....SLDC			
.....RLDC			
.....RLDC			
.....RLDC			
Total of (ii)			

iii) Non Refundable application fee(if not paid earlier)

Grand Total(i+ii+iii)

9 A curtailed acceptance is being granted on account of _____

10 This acceptance is subject to provisions of CERC (Open Access in inter-State Transmission) Regulations,2008.

To: 1.Applicant
2.Concerned RLDCs
3. Concerned SLDCs

Signature
Name & Designation

OPEN ACCESS (BILATERAL TRANSACTION) - REGISTRATION FORM

To: Nodal RLDC _____

Registration code (if already registered)	
---	--

1 Name of Applicant: _____

2 Address for correspondence

--

3 Status of Applicant (Trader/SEB/Authorised agency/ISGS/IPP/Discom/PPP/Others(Pl. specify))

--

4 Contact Details

4.1 Name			
Designation			
Phone	(Off)	(Res)	
Mobile		Fax	
E-Mail			

4.2 Name			
Designation			
Phone	(Off)	(Res)	
Mobile		Fax	
E-Mail			

5 Trading license number and type (If trader) _____

6 Concerned SLDC (if applicable) _____

7 Connectivity details to the grid (if Applicant is a CPP/IPP/Discom etc)- to be enclosed.
(Details of boundry meters shall also be furnished in such cases)

8 Declaration

1. It is hereby agreed that MOU / Agreement(s) between buyer / seller / trader shall be executed before the application for scheduling of bilateral transaction is made and shall be produced on demand.
2. All entities (including buyer, seller, trader) to the transaction shall abide by the provisions of the Central Electricity Regulatory Commission "Open Access in inter-State Transmission Regulations, 2008" and provisions contained in Electricity Act 2003. & IEGC & its amendments from time to time.
3. The provisions of the 'Procedures for the scheduling of bilateral transactions' issued by CTU are hereby agreed.

Date:
Place:

Signature:
Name:
Designation:

Encl: 1.Trading license (if applicable)
2.Connectivity details to the grid

OPEN ACCESS (BILATERAL TRANSACTION) - REGISTRATION FORM

To: Nodal RLDC _____

Registration code (if already registered)	
---	--

1 Name of Applicant: _____

2 Address for correspondence

--

3 Status of Applicant (Trader/SEB/Authorised agency/ISGS/IPP/Discom/PPP/Others(Pl. specify))

--

4 Contact Details

4.1 Name			
Designation			
Phone	(Off)	(Res)	
Mobile		Fax	
E-Mail			

4.2 Name			
Designation			
Phone	(Off)	(Res)	
Mobile		Fax	
E-Mail			

5 Trading license number and type (If trader) _____

6 Concerned SLDC (if applicable) _____

7 Connectivity details to the grid (if Applicant is a CPP/IPP/Discom etc)- to be enclosed.
(Details of boundry meters shall also be furnished in such cases)

8 Declaration

1. It is hereby agreed that MOU / Agreement(s) between buyer / seller / trader shall be executed before the application for scheduling of bilateral transaction is made and shall be produced on demand.
2. All entities (including buyer, seller, trader) to the transaction shall abide by the provisions of the Central Electricity Regulatory Commission "Open Access in inter-State Transmission Regulations, 2008" and provisions contained in Electricity Act 2003. & IEGC & its amendments from time to time.
3. The provisions of the 'Procedures for the scheduling of bilateral transactions' issued by CTU are hereby agreed.

Date:
Place:

Signature:
Name:
Designation:

Encl: 1.Trading license (if applicable)
2.Connectivity details to the grid

Short-Term Open Access in Inter-State Transmission
(Collective Transaction)

Procedure for Scheduling

**(As per CERC Open Access Regulations, 2008 (dated 25.01.2008) & subsequent
(Amendment) Regulations, 2009 (dated 20.5.2009))**

POWER GRID CORPORATION OF INDIA LTD.
(THE CENTRAL TRANSMISSION UTILITY)

CONTENTS

1. PREAMBLE
2. INTRODUCTION
3. SUBMISSION/PROCESSING OF APPLICATION
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5. TREATMENT OF LOSSES
6. REAL TIME CONGESTION MANAGEMENT
7. COMMERCIAL CONDITIONS
8. TREATMENT IN CASE OF DEFAULTS IN PAYMENT
9. DISBURSAL OF PAYMENT
10. INDEMINIFICATION

FORMATS FOR SCHEDULING OF COLLECTIVE TRANSACTIONS:

- | | | |
|----------------|---|---|
| FORMAT – PX-I | : | “Concurrence” or “No Objection” or “Prior Standing Clearance” |
| FORMAT-PX-IA | : | Affidavit regarding Deemed Concurrence of SLDC |
| FORMAT – PX-II | : | Application for Scheduling of Collective Transaction |
| FORMAT-PX-III | : | Scheduling Request for Collective Transaction to NLDC |
| FORMAT-PX-IV | : | Scheduling Request for Collective Transaction to SLDC |

Procedure for Scheduling of Collective Transaction

(Revision No.: 0 Dated: 11.06.2009)

1. PREAMBLE

- 1.1 This Procedure is in accordance with the Para 4 and various provisions of the “Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008”, dated 25.01.2008, and subsequent amendments thereof hereinafter referred to as “the Regulations”.
- 1.2 The Procedures shall apply to the Applications made for Scheduling of Collective Transactions by availing of Short-Term Open Access for use of the transmission lines or associated facilities with such lines on the inter-State transmission system. For the Applications made for Scheduling of Collective Transactions received before 15.06.2009, short-term open access charges would be payable as per CERC(Open Access in inter-State Transmission) Regulations, 2008 and for applications received on or after 15.06.2009, the short-term open access charges would be payable as per (Amendment)Regulation,2009.
- 1.3 All the words and expression used in the Procedure shall have the same meaning assigned to them as defined in the Regulations.

2. INTRODUCTION

- 2.1 All Entities, whose metering and energy accounting is presently carried out by Regional Load Despatch Centres (RLDCs)/Regional Power Committees (RPCs) shall be deemed to be Regional Entities of the respective Region. Any new Entity, who satisfies the conditions for scheduling by Regional Load Despatch Centres, as per Indian Electricity Grid Code, 2006 and amendments thereof, and is intending to participate in trade through Power Exchange, as a Regional Entity shall obtain prior approval from the respective RLDCs/RPCs, by making an application.
- 2.2 State Utilities and intra-State Entities proposing to participate in trading through Power Exchange(s) shall obtain “Concurrence” or “No Objection” or “Prior Standing Clearance” from the respective State Load Despatch Centres (SLDCs), as per the enclosed format. [*FORMAT-PX-I: “Concurrence” or “No Objection” or “Prior Standing Clearance” by SLDCs to Power Exchange.*]

- 2.3 State Utilities and intra-State Entities proposing to participate through the Power Exchange(s) shall not be permitted by the Power Exchange(s) without “Concurrence” or “No Objection” or “Prior Standing Clearance” from the respective State Load Despatch Centres (SLDCs), except in case of “Concurrence” or “No Objection” or “Prior Standing Clearance”, as the case may be, is deemed to have been granted by the concerned SLDC in accordance with second proviso to clause 4 of Regulation 8. In case of deemed concurrence, the State Utilities and intra-State Entities, as the case may be, must ensure that all the requirements under Regulation 8 have been duly complied with and shall submit a duly notarized affidavit as per FORMAT-PX-IA to the Power Exchange(s) with a copy to the concerned SLDC.
- 2.4 The “Concurrence” or “No Objection” or “Prior Standing Clearance”, as the case may be, submitted by the State Utilities/intra-State entity shall be reviewed on quarterly basis by the respective SLDCs. Even if there is no change in the status, it shall be resubmitted by the respective State Utilities/intra-State Entity.
- 2.5 Each RLDC, on their website, shall display the list of Regional Entities of the Region. Similarly, each SLDC, on their website, shall display the list of the intra-State Entities of their State.
- 2.6 All Entities participating in the Power Exchange(s) shall be identifiable with a Unique Code on the basis of Bid Area, sub Bid Area (if any), Regional Entity; Intra-state Entity etc. Power Exchange (s) shall finalize the coding methodology in consultation with National Load Despatch Centre (NLDC) at least 15 days prior to commencement of the operation.
- 2.7 All data between NLDC and Power Exchange(s) shall be exchanged electronically through a dedicated communication channel.
- 2.8 The Power Exchange(s) shall ensure that the necessary infrastructure for data exchange/communication with NLDC/RLDCs and SLDCs is put in place prior to commencement of the operation. The Power Exchange(s) shall be responsible for the day to day maintenance of the same.
- 2.9 Power Exchange(s) shall be responsible for Settlement of Energy Charges, Price Discovery and Settlement arising due to Congestion, with its participants.
- 2.10 Application for “Scheduling of Collective Transaction” not in conformity with these Procedures/Regulations shall not be processed.

2.11 Notwithstanding anything contained in this Procedure, CTU/NLDC/RLDCs may take appropriate decisions in the interest of System Operation. Such decisions shall be taken under intimation to CERC and the procedure shall be modified /amended, as necessary.

3. SUBMISSION/PROCESSING OF APPLICATION

3.1 The National Load Despatch Center (NLDC) shall indicate to Power Exchange(s), by 11:00 Hrs, the list of interfaces/control areas/ regional transmission systems on which unconstrained flows are required to be advised by the Power Exchange(s) to the NLDC.

3.2 Power exchange(s) shall furnish by 13:00 Hrs, the interchange on various interfaces/control areas/regional transmission systems as intimated by NLDC (Para 3.1 above). Power Exchange(s), shall also furnish the information of total drawal and injection in each of the regions.

3.3 Based on the information furnished as per Para 3.2 by Power Exchange(s), NLDC shall check for congestion. If there is no congestion, the Power Exchange(s) shall submit the application as per clause 3.5. However, in case of congestion, NLDC shall inform the exchange(s) by 14:00 Hrs. about the period of congestion and the available limit for scheduling of collective transaction on respective interfaces/control areas/transmission system(s) during the period of congestion for scheduling of Collective Transaction through that respective Power Exchange. The limit for scheduling of collective transaction for respective Power Exchange shall be worked out in accordance with CERC directives.

3.4 Power Exchange(s) shall ensure that “Scheduling Request for Collective Transaction” is within the limits (as per Para 3.3 above) for each time block as intimated by NLDC. Further, Power Exchange(s) shall ensure that the Scheduling Request is within the limits for each time block specified by respective SLDCs in the “Concurrence” or “No Objection” or “Prior Standing Clearance” (submitted by State Utilities/intra-State Entities to Power Exchange(s)),.

3.5 The Application for Scheduling of Collective Transaction shall be submitted by the Power Exchange(s) by 15:00 Hrs each day, to the NLDC as per *Format-PX-II: “Application for Scheduling of Collective Transaction”*, for transactions to be implemented on the following day.

3.6 The details for Scheduling Request for Collective Transaction shall be submitted by Power Exchange (s) to the NLDC as per *Format-PX-III:*

“Scheduling Request for Collective Transaction to NLDC”. Power Exchange(s) shall club together all Buyers within a State in one group and all Sellers within a State in another group for the purpose of Scheduling by RLDCs.

- 3.7 NLDC shall send the details (Scheduling Request of Collective Transaction) to different RLDCs by 16:00 Hrs for final checking and accommodating them in their schedules. RLDCs shall confirm its acceptance to NLDC by 17:00 Hrs.
- 3.8 After getting acceptance from the RLDCs, NLDC shall convey the acceptance of scheduling of Collective Transaction to Power Exchange(s) by 17:30 Hrs.

4. SCHEDULING

- 4.1 Concerned RLDCs shall accommodate the Schedule of Collective Transactions in the respective Regional Entity’s and inter-Regional Schedules, which would be issued finally by RLDCs at 18:00 Hrs of each day.
- 4.2 RLDCs shall schedule the Collective Transaction at the respective periphery of the Regional Entities.
- 4.3 RLDCs shall incorporate all buyers within a State (clubbed together as one group) and all sellers within a State (clubbed together as another group), in the schedules of the Collective Transactions.
- 4.4 The individual transactions for State Utilities/intra-State Entities shall be scheduled by the respective SLDCs. Power Exchange(s) shall send the detailed breakup of each point of injection and each point of drawal within the State to respective SLDCs by 18:00 Hrs. after receipt of acceptance from NLDC. The details for Scheduling Request for Collective Transaction shall be submitted by Power Exchange (s) to the respective SLDCs as per *Format-PX-IV: “Scheduling Request for Collective Transaction to SLDC”*. Power Exchange(s) shall ensure necessary co-ordination with SLDCs for scheduling of the transactions.
- 4.5 While finalizing the Drawl Schedule / Injection schedule of Entities, each transaction shall have a resolution of 0.01 MW at each State/inter-Regional boundaries.

5. TREATMENT OF LOSSES

- 5.1 Inter-State transmission losses would be applied separately on Buyers as well as Sellers of Collective Transaction, for arriving at the Schedules.
- 5.2 To compensate for losses in the inter-State transmission system, the Sellers in the Collective Transaction shall inject extra power (MW), in addition to the contracted power.
- 5.3 To compensate for the losses in the inter-State transmission system, the Buyers in the Collective transaction shall draw less power (MW) than contracted power.
- 5.4 The average transmission losses of the respective Region would be applied along with additional losses (if any), as notified in advance by NLDC for particular Region(s), on the basis of the power flow pattern and studies carried out by the RLDCs/NLDC. Additional losses (if any) as notified by NLDC would be applied only on the Sellers in the Collective Transaction of the particular Region, having Injection Schedule at the periphery of the Regional Entities to compensate for losses due to wheeling of power through other Region(s).

For example:

a) The surplus generation in Southern Region (SR) during monsoon period, when wheeled to Northern Region (NR) through Western Region (WR)/Eastern Region(ER) increases losses in the wheeling Region(s). In such cases, the additional losses as notified by NLDC shall be applied on the Sellers in the Collective Transaction having Injection Schedule at the periphery of the Regional Entities of SR and credit for additional losses shall be given to WR/ER.

b) North Eastern Region (NER) is connected to the rest of the country through ER and surplus power from NER to NR/WR/SR has to be wheeled through ER. The surplus generation in NER when wheeled to other Regions through ER might increase in losses in ER system. In such cases the additional losses as notified by NLDC shall be applied on Sellers in the Collective Transaction having Injection Schedule at the periphery of the Regional Entities of NER and credit for additional losses shall be given to ER.

- 5.5 The intra-State transmission system losses shall also be taken care of, as above, in the Schedules by respective SLDCs.

6. REAL TIME CONGESTION MANAGEMENT

- 6.1 In case of transmission constraint or threat to grid security, the scheduled transactions may be curtailed in the manner as decided by the NLDC / RLDCs / SLDCs to relieve the transmission constraint/ to improve grid security.
- 6.2 Collective Transaction through Power Exchange(s) would normally be curtailed subsequent to the Short-Term Bilateral Transaction(s).
- 6.3 RLDCs would curtail a Transaction at the periphery of the Regional Entities. SLDC(s) shall further incorporate the *inter-se* curtailment of intra-State Entities to implement the curtailment.
- 6.4 In case of curtailment of a Transaction caused by transmission constraints / threat to grid security, the Transmission Charges in respect of such Transaction shall be payable on pro-rata basis in accordance with the finally Implemented Schedules. Operating Charges shall not be revised in case of curtailment.
- 6.5 Power Exchange (s) shall be responsible for the settlement on account of curtailment, directly with its participants. NLDC/RLDCs/SLDCs shall interact only with the respective Power Exchange(s), for the same.

7. COMMERCIAL CONDITIONS

- 7.1 The following Short-Term Open Access charges (for use of inter-State transmission system and Scheduling at Regional level) shall apply for Collective Transaction through Power Exchange(s) and shall be payable to National Load Dispatch Centre by Power Exchange(s):
- a) Non-refundable fee of Rs. 5000/- payable along with each Application
 - b) Transmission Charges, for use of inter-State transmission system, at the rate of Rs.100/MWh for the energy approved for transmission for each point of injection and for each point of drawal
 - c) Operating Charges @Rs.5000/- per day per Entity involved
 - d) All Buyers within a State shall be clubbed together into one group and all Sellers within a State shall be clubbed together into another group by the Power Exchange(s). National Load Despatch Centre shall count each Buyer group & each Seller group for each of the

Power Exchange(s) as separate Entities for Scheduling and levy of Operating Charges.

- 7.2 Payments of Transmission Charges and Operating Charges shall be made by the Power Exchange(s) to the NLDC, by next working day falling after the day on which its Application was processed at NLDC.
- 7.3 The Transmission Charges for the use of intra-State transmission system and Operating Charges for the SLDCs shall be directly settled by the Power Exchange(s) with the respective SLDC.
- 7.4 All payments shall be remitted preferably by electronic transfer to the designated Bank Accounts.

8. TREATMENT IN CASE OF DEFAULT IN PAYMENT

- 8.1 In case of default in payment of NLDC/RLDCs/SLDCs, the NLDC at its discretion, may suspend the scheduling of Transaction and/or may terminate the already Scheduled Transaction and/or may not entertain any Application of such Power Exchange(s) in future, until such time the default is cured.
- 8.2 In case of payment default, Power Exchange(s) shall pay to NLDC a simple interest at the rate of 0.04 % for each day of default, from the Due Date of Payment.

9. DISBURSAL OF PAYMENT

- 9.1 NLDC shall reconcile the Short-Term Open Access Charges collected during the previous month by the tenth (10th) day of the current month. NLDC shall disburse the Transmission Charges to CTU (25%) and long-term customers (balance 75%), through the respective RLDC, within 7 days from the issuance of the Regional Monthly Energy Account by the respective Regional Power Committees.
- 9.2 In case of refunds arising due to curtailment of transactions during the previous month, the same shall also be disbursed to the concerned Power Exchange by fifteenth (15th) day of the current month.

10. INDEMNIFICATION

- 10.1 The Power Exchange(s), including its Buyers and Sellers, shall keep each of the NLDC/RLDCs/SLDCs indemnified at all times and shall undertake to indemnify, defend and save the NLDC/RLDCs/SLDCs harmless from any and all damages, losses, claims and actions, including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the transactions.
- 10.2 The Power Exchange(s), including its Buyers and Sellers, shall keep each of the NLDC/RLDCs/SLDCs indemnified at all times and shall undertake to indemnify, defend and save the NLDC/RLDCs/SLDCs harmless from any and all damages, losses, claims and actions arising out of disputes among Buyers and Sellers, as well as with Power Exchange(s), inclusive of confidentiality issues.

-----XXXXXXXXXXXX-----

FORMAT: PX-I

“Concurrence”/“No Objection”/“Prior Standing Clearance”

<<Format in which Concurrence /No Objection/Prior Standing Clearance is to be given by SLDCs to a State Utility or intra-state Entity for submission to Power Exchange>>

Ref. No. _____

Dated. _____

1. Name of the SLDC issuing No Objection :
 2. Region : North / West / South / East / North-East
 3. Name of the Entity :
 4. Status of Entity (e.g.; State Utility/CPP/IPP/Discom etc.):
 5. Point(s) of Connection :
 6. Max. MW ceiling allowed for Injection* :
 7. Max. MW ceiling allowed for Drawal* :
- (* SLDCs may specify different MW ceilings for different time blocks, if required.)
8. Validity Period : From : << **Date** >> To: << **Date** >>
 9. Transmission losses (besides Regional Transmission losses)

	Whether Applicable or not (Yes/No)	(%) loss
State Transmission losses		
Distribution Licensees losses		
Any other losses		

10. Transmission charges (besides Regional Transmission charges)

	Whether Applicable or not (Yes/No)	Rate (Rs./MWh)
State Transmission Charges		
Distribution Licensees		
Any other charges		

Declaration:

It is hereby certified that:

- a) We have “No Objection” to seeking and availing Open Access by <<**Name of Entity**>>, through Power Exchange upto the MW ceiling as specified above, in accordance with applicable regulations of CERC/<<**State**>> ERC.
- b) We have the required infrastructure for energy metering and time block wise accounting in place. The State/ Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) The Transmission Charges for the use of State/Distribution Licensee network and Operating Charges for the State Load Despatch Centers shall be directly settled by Power Exchange with us.
- d) The State Utility designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State’s composite dues into the Regional Pool Account.
- e) Any mismatch between the Scheduled and Actual drawal/injection for the intra-State Entity shall be determined by us and will be covered in the intra-State UI accounting scheme, or as applicable.
- f) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- g) We shall disburse the Transmission Charges for use of the State/Distribution Licensee Network to the State Transmission Utility /Distribution Licensee directly.
- h) We shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through our website.
- i) Any change in the contents of the Concurrence /No Objection/Prior Standing Clearance shall be conveyed to the party to whom Concurrence /No Objection/Prior Standing Clearance was given, latest by 10 Hrs. of the day prior to the day of transaction. In such cases, the Power Exchange(s) shall also be informed simultaneously.

Signature
Name
Designation
(Authorized Signatory)
Phone No.:

Place:

Date:

AFFIDAVIT

I,<<name of the person>>..... son of Shri ...<<father's name>>..... aged ...<<age>>..... Years and presently working with the<< name of the Company/Trading Licensee/organization>>..... having its registered office situated at<< address>>....., do hereby solemnly affirm and state as under:

1. THAT I am working as ...<<designation>>... with the<< name of the company>>....., is duly authorized to make this affidavit.
2. THAT I had made an [Application **OR** Application after removal of deficiency or rectification of defects, as communicated by the _____SLDC] {as the case may be} to _____ SLDC for seeking [“Concurrence” **OR** “Standing Clearance” **OR** “no objection”] {as the case may be} for grant of inter-State short-term open access in accordance with the format specified by the _____SLDC, if any on<< date of submission of application to SLDC>>..... A copy of the acknowledgement (or any other evidence in support of delivery of the application to the _____SLDC, given by the _____SLDC is enclosed along with this Affidavit as Annex-I.
3. THAT the State Load Despatch Centre has failed to convey any deficiency or defect in the application or its refusal or concurrence or ‘no objection’ or prior standing clearance, as the case may be, within the specified time i.e.;<< Date by which SLDC is to be respond>>..... { 3 working days /7 working days in case of first time applicant}
4. THAT the necessary infrastructure for time-block-wise energy metering and accounting in accordance with the provisions of the Grid Code in force, is in place; and are enclosed along with the affidavit – as Annex-II. It is also understood that the _____SLDC is responsible for the scheduling and energy accounting and RLDCs will not be responsible in any manner in this regard.
5. THAT I shall keep each of the RLDCs/NLDC indemnified at all times and shall undertake to indemnify, defend and save the RLDCs/NLDC harmless from any and all damages, losses, claims and actions arising out of disputes relating to scheduling, metering, billing, energy accounting, settlement etc. due to such short-term open access transaction.

DEPONENT

Verification:

Verified at ...<< place>>... on this day of ...<<month>>....., ..<<year>>... that the facts stated in the above affidavit are true & correct to my knowledge and no part of it is false and nothing intended has been concealed therefrom.

DEPONENT

APPLICATION FOR SCHEDULING OF COLLECTIVE TRANSACTION

<<Formats for Application to be submitted by Power Exchange(s) to NLDC>>

Application No.

Date:

Name of Power Exchange:

Scheduling Request for <<Date >>

Region	Sum of Injection by all Sellers (MWh)	Sum of Drawal by all Buyers (MWh)	Net Injection(+) / Drawal(-) (MWh)	Number of Regional Entities involved	
				(Injection)	(Drawal)
Northern					
Western					
Southern					
Eastern					
North-Eastern					
TOTAL					

Open Access Charges:

1. Application Fee : Rs. << *Payment details* >>
2. Transmission Charges : Rs..... << *to be paid by next*
3. Operating Charges : Rs. *Working day*>>

It is hereby certified that

- a) The request for scheduling submitted has been arrived at after a transparent process of bidding.
- b) The request for scheduling is within the available margins on respective transmission systems.
- c) “Concurrence/“No objection”/“Prior Standing clearance” has been obtained from the concerned State Load Despatch Centres in the specified format, wherever applicable, which *inter alia* provides that respective State Utilities shall be responsible for timely payment of State’s composite due to Regional Pool Account. All Sale / Buy transactions are within the limits specified by SLDCs.
- d) All Entities (Buyer / Seller / Trader / Power Exchange) involved in the Collective Transaction agree to abide by the provisions of Electricity Act, IEGC, CERC (Open Access in Inter-State Transmission) Regulations, 2008 and the Procedures for Scheduling of Collective Transaction issued by Central Transmission Utility, as amended from time to time.
- e) The provisions under Para 10.1 & 10.2 of the “Procedure for Scheduling of Collective Transaction” are expressly understood to be complied with.
- f) Scheduling Request has been forwarded to NLDC electronically in the prescribed format.**
- g) No past payment is outstanding.

Place:

Date:

Signature

Name

Designation

Phone No.:

