

Interconnector Trades - Procurement Framework

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Contents

1. Introduction	3
2. Glossary of Defined Terms	3
3. Contract Structure	4
4. Registration.....	4
5. Contact preferences.....	4
6. Stages of Auction	5
Auction Timings	5
Initiation of Auction: Auction Opening	5
Submission of Bids/Offers: Bidding Window	5
Auction Processing and Results.....	6
7. Trade Obligations.....	7
8. Transparency	8
9. Confidentiality	8
10. Failure to Deliver Scheduled Trades.....	8
Changes to the Scheduled Trade.....	8
Default Process	8
Disqualification	8
11. Exceptional circumstances/Force Majeure	9
ACP failure	9
Unable to Procure Interconnector Capacity	9
Unable to Nominate Interconnector Volume	9
Technical Issues.....	9
Submission of Erroneous Data.....	10
12. Fallback process.....	10

1. Introduction

- 1.1. The purpose of this document is to outline the basis on which NGENSO will operate Auctions to procure power from Registered Trading Partners for system management. It is intended to be read alongside other relevant Balancing Services documentation, notably the Grid Trade Master Agreement (GTMA).

2. Glossary of Defined Terms

Auction	An Auction run by NGENSO to procure increased/reduced imports/exports from Registered Trading Partners over predefined Interconnectors.
Auction Algorithm	The algorithm (and tool required to run it) that stacks Qualified Bids/Offers in merit order against each Lot and clears the volume whilst observing the respective reserve prices and any relevant constraint limits.
Auction Close	The time when the Auction Processing has completed and NGENSO formally closes the Auction and communicates the results.
Auction Communication Platform (ACP)	The cloud based, encrypted platform accessed via secured bi-directional APIs for exchanging data necessary to run an Auction between NGENSO and participants.
Auction Opening	The time from which an Auction is initiated, and Bids/Offers for that Auction can be submitted.
Auction Processing	The process commencing after the Bid Deadline when the Bids/Offers are qualified, matched according to the Lots in the algorithm and the prospective results are analysed.
Bid/Offer	Data submitted by a Participant in response to a Requirement after Auction Opening, to include bid (to indicate Participant as buyer) or offer (to indicate Participant as seller), volume, Interconnector, start time, end time and price.
Bid Deadline	The time from which no further Bids/Offers will be accepted or cancellations of Bids/Offers allowed for the respective Auction.
Bidding Window	The time period between Auction Opening and Bid Deadline where submission and cancellation by Participants of Bids/Offers is allowed.
Capacity Auction	The auction of interconnector capacity on the respective Interconnector for the relevant time period.
Compliant Bid/Offer	A Bid/Offer that has passed the relevant validation checks.
Counterparty	A Participant that has been successful in an Auction and has Scheduled Trades agreed with NGENSO as a result.
Curtable	The MW volume of Bids/Offers that can be used in part and may not be wholly utilised.
Data Portal	NGESO's public website for publishing and sharing information relevant to the whole market.
Duty Trader	A NGENSO employee conducting an Auction.
Grid Trade Master Agreement (GTMA)	A Grid Trade Master Agreement for the trading of power for delivery in Great Britain, as amended by incorporation of Schedule 7A and/or 8 to accommodate Interconnector BM Unit Specific Transactions (Scheduled Trade).
Interconnector(s)	The relevant Interconnector(s) on which NGENSO has a requirement to trade, as specified in a Requirement and indicated in a Participant's Bid/Offer and on which subsequent Scheduled Trades are established.
Lot	A specific requirement issued as part of an auction that stipulates a direction, required volume, relevant Interconnector(s), start time, end time, default price and bid deadline. An auction may have multiple Lots. Lots may also 'overlap' but may be treated differently for system security reasons.
Manifest Error	An error in the Bid/Offer price submitted by the Participant that results in a Scheduled Trade, that can be proven to be an obvious error and will have a significant financial impact on the Participant.
NGESO (National Grid ESO)	The Electricity System Operator for Great Britain.

No Acknowledgement	Submitted data has not been received by the platform due to an error.
Nomination Gate	The nomination gate closure time on the respective Interconnector for the relevant time period.
Non-Compliant Bid/Offer	A Bid/Offer that has been rejected based on the relevant validation checks.
Participant	A Registered Trading Partner which submits Bids/Offers into an Auction.
Positive Acknowledgement	Confirmation that the submitted data (Requirement(s), Bids/Offers or Scheduled Trades) has been successfully received by the platform.
Qualified	In respect of a Compliant Bid/Offer, that it has been matched against one or more Lots comprised in the relevant Auction.
Registered Trading Partner	A company which has completed the registration process (including signing a GTMA with NGENSO) as described in section 4 below.
Requirement	Information that describes NGENSO's trading needs in the form of one or more Lots making up an Auction.
Scheduled Trade	An Interconnector BM Unit Specific Transaction (as defined in the GTMA) which has been established as a result of an Auction but has not yet been delivered.
Vendor	The supplier and/or ongoing provider of support for the ACP.

3. Contract Structure

- 3.1. This document is ancillary to (but not part of) the GTMA and sets out the manner in which NGENSO will seek to enter into Scheduled Trades to meet its Requirements from time to time. It is a fundamental feature of such procurement that Scheduled Trades will be established as a result of the Auctions so as to constitute a Scheduled Trade without the need for any further agreement (oral or otherwise).
- 3.2. Accordingly, it is a pre-condition to participating in Auctions that a Participant shall have become a Registered Trading Partner as per the registration process.
- 3.3. NGENSO may update this document from time to time by publication of a new version which will be made available to all Registered Trading Partners. Each new version will be effective from the date shown on its front cover (which shall not apply retrospectively to any existing Scheduled Trades).
- 3.4. At its discretion, NGENSO may choose to consult with Registered Trading Partners before making updates to this document.

4. Registration

- 4.1. Companies wishing to become Registered Trading Partners should complete the necessary registration process with the NGENSO Contracts & Settlements team. This includes pre-requisites such as having a signed GTMA with NGENSO which incorporates terms for Scheduled Trades, registering for the Interconnector(s) they wish to trade over and culminates in completing a successful 'test trade' with NGENSO and connecting to the Auction Communication Platform (ACP).
- 4.2. Once completed they will be regarded as a Registered Trading Partner and may participate in Auctions.

5. Contact preferences

- 5.1. The following applies for all communications outside of the ACP.
- 5.2. Unless otherwise stated, when Participants are required to, or wish to, make contact with the NGENSO trading desk, this should be done on the recorded trading phone line. Alternatively, the listed Duty Trader mobile phone number may also be used.
- 5.3. This line is the primary means of contact. It is recorded and the call recording takes precedence over any other forms of communication in any dispute. Duty Trader mobile phone lines are also recorded for the same reason.
- 5.4. This call should also be followed up with a written email for the avoidance of doubt.

6. Stages of Auction

- 6.1. As System Operator, NGENSO is responsible for ensuring that the Great Britain transmission system is operated in a safe, secure and reliable manner. In order to achieve this at minimal cost, NGENSO may choose to trade power over the specified Interconnectors in advance of delivery via ad hoc Auctions. These Auctions expedite the current process of contacting counterparties to arrange a Scheduled Trade.
- 6.2. Auctions can be broken down into three distinct stages. Communication throughout all three stages is conducted via either the approved ACP, email or recorded telephone line, in that order of preference, subject to availability [see section 11]. The following sections describe the timings and process for each of these stages in detail and what is expected of different parties.

Auction Timings

- 6.3. These timing constraints apply during normal operation when the ACP is functioning properly.
- 6.4. The minimum duration of any Bidding Window is 20 minutes, during which Participants can submit (and cancel) Bids/Offers. This window will be longer for significantly complex and/or large Lots.
- 6.5. The Auction Processing will normally take a maximum of 30 minutes. Therefore accordingly, all Auction results will be communicated within a maximum of 30 minutes from Bid Deadline but NGENSO will use reasonable endeavours to deliver the results sooner.
- 6.6. Results will be shared with Participants no less than 10 minutes before the end of the corresponding Capacity Auction closing times and/or Nomination Gate closing times.
- 6.7. Multiple Auctions may be run within a 24-hour period but not concurrently.

Initiation of Auction: Auction Opening

- 6.8. The first stage is the initiation of the Auction. A requirement is communicated by NGENSO via the ACP to all Registered Trading Partners and simultaneously published on the Data Portal.
- 6.9. The ACP will issue a notification message to all Registered Trading Partners based on their notification preferences.
- 6.10. The Auction will be titled with a unique identifier based on the date and time of initiation which will also signify the Auction Opening.
- 6.11. The requirement will be structured with the following headings:

Lot Number	Lot identifier for easy reference.
Trade Direction	Direction of Scheduled Trade from perspective of NGENSO (buy/sell).
Volume (MW)	Volume of energy to be delivered at GB side in each Lot.
Unit	Interconnector(s) on which the volume should be flowed across to deliver the trade, may be more than one and could be any combination depending on the requirement.
Start Time & End Time	Start and end time of intended trade, time-zone will also be indicated (GMT/BST).
Default Price	Amount payable to NGENSO in the event of a Counterparty default (described in the GTMA as the BM Unit Specific Delivery Default Price).
Bid Deadline	The time from which no further Bids/Offers will be accepted or cancellations of Bids/Offers no longer allowed.

Submission of Bids/Offers: Bidding Window

- 6.12. The second stage is the submission of Bids/Offers by Participants.
- 6.13. Each Bid/Offer will be structured with the following headings:

Participant	The name of the Participant - for the ACP this will be prepopulated based on login, so only required for emailing
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Bid Type	Direction of prospective Scheduled Trade, 'Offer' to indicate NGENSO would be buying from the Participant, and 'Bid' to indicate Participant would be buying from NGENSO.
Volume (MW)	Volume of energy offered for the Lot (rounded down to the nearest whole number), which must be greater than zero and not exceed the volume specified in the Requirement or the global or individual caps.
Unit	Interconnector(s) on which the volume will be flowed across to deliver the trade.
Start Time & End Time	Start and end time of intended trade which must match one of the specified requirements shared, time-zone will also be indicated (GMT/BST).
Price (£/MWh)	The price at which the Participant is offering to trade the specified volume, which must be less than the global or individual price caps.

- 6.14. Participants are able to submit any number of Bids/Offers for each Lot up to the maximum bid threshold specified in the ACP.
- 6.15. All Bids/Offers are considered independently, therefore each and all Lots in an Auction are optional.
- 6.16. Bids/Offers will be treated as Curtailable by the Auction Algorithm.
- 6.17. Unused Bids/Offers or left-over volume from curtailed Bids/Offers that also qualify for another Lot may be recycled and considered for other Lots.
- 6.18. Participants will be able to create their own limits within the ACP for their Bids/Offers entered into the platform. This will allow Participants to create price and volume caps that may be appropriate to their needs.
- 6.19. During the Bidding Window, Participants can enter their Bids/Offers via a secure API connection from their own Bid/Offer preparation tool or can use the supplied Bid/Offer template with the pre-configured API.
- 6.20. It is Participants' responsibility to ensure the data submitted is correct and in the correct format as this could otherwise lead to Bids/Offers being treated as Non-Compliant Bids/Offers and therefore rejected by the API and not included in the Auction.
- 6.21. It is the Participants' responsibility to ensure they receive a 'Positive Acknowledgment' when submitting Bid/Offer data to the ACP.
- 6.22. Bids/Offers that are in the correct format and pass the relevant validation checks will be treated as Compliant Bids/Offers and therefore accepted by the ACP and included in the Auction.
- 6.23. Compliant Bids/Offers cannot be amended once submitted but can be superseded by submitting replacement Compliant Bids/Offers before the Bid Deadline. During the Bidding Window, the Auction will display the Participant's most recent Compliant Bids/Offers.
- 6.24. Compliant Bids/Offers can also be cancelled before the Bid Deadline by [description of ACP 'cancel bids' functionality to be inserted]. Compliant Bids/Offers cannot be cancelled after the Bid Deadline except in situations where the normal Auction Processing deadline has lapsed, see Auction Processing and Results section.
- 6.25. Any Bids/Offers that have been accepted by the API as 'Compliant Bids/Offers' at the time of the Bid Deadline will be considered firm and it remains the Participants' responsibility to ensure accuracy of their Bid/Offer data.
- 6.26. Auction Participants should ensure that they already have or are confident they can acquire the required Interconnector capacity to deliver any Scheduled Trades that may arise from Compliant Bids/Offers.
- 6.27. NGENSO reserves the right to change (volume only) or cancel a Requirement during the Bidding Window and will immediately communicate this to all Participants with the appropriate message on the ACP.
- 6.28. When NGENSO changes a Requirement, in some circumstances (where timings allows) the Bid Deadline may be extended in order for Participants to take account of these changes.

Auction Processing and Results

- 6.29. After the Bid Deadline, all Compliant Bids/Offers are considered in the Auction Processing.

- 6.30. Compliant Bids/Offers are Qualified against those Lots that they are a potential match to when considering the times, direction and Interconnector accordingly.
- 6.31. Qualified Bids/Offers may be matched against any Lots that they qualify for by the Auction Algorithm.
- 6.32. Lots will each be cleared in isolation and in priority order, which may not be in the order listed. The results of the Auction are dependent upon a variety of factors which may result in all, some, or none of the required volume being filled in some, or all of the Lots.
- 6.33. The highest Bid/lowest Offer is considered first, followed by the next, and so on until the required volume is filled or prices become un-economical, or capacity or constraint limits are hit on one or more Interconnectors. Where multiple Participants submit the same prices, Bids/Offers will be sorted by random.
- 6.34. All Qualified Bids/Offers that are matched by the Auction Algorithm will become Scheduled Trades once communicated to the respective Counterparty.
- 6.35. If the Auction Processing is delayed for any technical reason (or otherwise) and has not completed within the normal window as specified in 6.5, then Participants will be entitled to withdraw any Compliant Bids/Offers by cancelling them.
- 6.36. When the Auction Processing is delayed NGENSO may choose to continue the Auction with any remaining Compliant Bids/Offers or instead start a new Auction.
- 6.37. NGENSO may also change or cancel a Requirement after the Bidding Window during Auction Processing. In the case of changing the requirement during Auction Processing the volume may be reduced or increased. Any increase will be capped at 125% of the original volume for that Lot.
- 6.38. Upon Auction Close, a message indicating such, will be sent to Participants based on their notification preferences.
- 6.39. Participants who have been successful in an Auction will receive data of the resulting Scheduled Trades via the ACP and will be messaged based on their notification preferences.
- 6.40. When NGENSO communicates the Auction results and receives Positive Acknowledgement for this data, it is at this point that a Scheduled Trade is formed and the terms and conditions of the GTMA apply with respect to the underlying Interconnector BM Unit Specific Transaction.
- 6.41. It is the Participant's responsibility to check their individual results for any Scheduled Trades upon Auction Close.
- 6.42. Participants who have been unsuccessful in an Auction will not receive any data on resulting Scheduled Trades (as there are none) but will receive an Auction Close message based on their notification preferences.
- 6.43. All Auction results are published on the Data Portal and contain information on the volume, Interconnector and prices accepted.

7. Trade Obligations

- 7.1. For Counterparties who have Scheduled Trades resulting from an Auction, the obligations contained in the GTMA will apply.
- 7.2. In particular, Counterparties should ensure that they nominate the appropriate volume for Scheduled Trades at the first available opportunity. This assists NGENSO in accurately modelling the system and reduces the risk of an agreed trade not being delivered.
- 7.3. In accordance with the GTMA Schedule 7A clause 6A.4.2, Counterparties are not permitted to net their physical nominations off by making nominations in the opposite direction on the same Interconnector after the trade has been scheduled.
- 7.4. A Counterparty with any pre-existing nominations (made before the Auction Opening) in the opposite direction on any Interconnector are permitted, so long as the appropriate nominations in the direction of the Scheduled Trade are then subsequently made.
- 7.5. In accordance with the GTMA Schedule 2.2 NGENSO is responsible for submitting accurate ECV notifications to Elexon resulting from Scheduled Trades.
- 7.6. In accordance with the GTMA Schedule 3B clause 5.5 or Schedule 3C clause 5.5, as applicable, the Counterparty shall use reasonable endeavours to check that ECV notifications sent to Elexon are correct. It is therefore essential that Participants have the ability to check notifications made against them by NGENSO.

- 7.7. In the event that the notified position is incorrect the Counterparty should immediately make contact with NGESO to resolve the issue.

8. Transparency

- 8.1. NGESO will make reasonable endeavours to publish all Auction Requirements and results on the Data Portal for viewing by the public.
- 8.2. Publications are made upon Auction Opening, indicating the Requirement(s), and Auction Close, indicating the results.
- 8.3. Following the Auction, Participants Bids/Offers may be published on the data portal for full transparency of the auction. This may include Participant, Bid/Offer, Interconnector, MW, date, time and price.
- 8.4. Although care will be taken as to maintain the accuracy of the information published, NGESO will not be held responsible for any errors or omissions for which it is unaware. As a result, information may be retrospectively amended to address any such errors or omissions as soon as it becomes aware. Furthermore, NGESO will not be held responsible for any delay in publishing information online as a result of technical difficulties.
- 8.5. Should Participants have any queries regarding the information published or believe it is incorrect they are encouraged to contact NGESO.

9. Confidentiality

- 9.1. To ensure a fair and competitive environment, NGESO will not disclose any information relating to Participant's Bids/Offers to any other Registered Trading Partner during the Bidding Window.

10. Failure to Deliver Scheduled Trades

- 10.1. In the event that a Counterparty is unable to deliver a Scheduled Trade wholly or in part, the provisions of the GTMA shall apply and it should contact NGESO as soon as possible. Depending upon the circumstances, alternative system balancing actions may need to be taken to replace the missing volume. This comes at additional cost which can be significantly more than a Scheduled Trade and as such NGESO requires ample notice to determine and access the most cost-effective solution.

Changes to the Scheduled Trade

- 10.2. In circumstances where a Counterparty is unable to deliver the Scheduled Trade but is able to offer an alternative to NGESO, the Duty Trader should be notified as soon as possible and will consider this alternative option. The decision as to whether to allow this request will be at the Duty Trader's sole discretion, giving consideration to operational implications.

Default Process

- 10.3. In circumstances where a Counterparty has failed to deliver some, or all of a Scheduled Trade, then unless relief applies under the GTMA, NGESO shall apply the default process as specified in the GTMA, to any underdelivered trade volume.
- 10.4. Application of the default process allows NGESO to recover some of the additional cost incurred as a result of taking alternative system balancing actions and discourages deliberate defaulting.
- 10.5. Auction default prices are set at a predetermined value above (for sell requirements) or below (for buy requirements) a market reference price. This value can vary depending on market conditions and may be unique to each Lot or averaged across an entire Requirement.
- 10.6. Default and trade payments are settled as per the arrangements in the GTMA.

Disqualification

- 10.7. NGESO records all trade defaults and will investigate the cause and effect of each. Depending upon the frequency and/or severity of a default(s), NGESO may temporarily suspend the

offending Registered Trading Partner from participation in the Auctions until remedial action has been taken and evidenced to the satisfaction of NGESO.

11. Exceptional circumstances/Force Majeure

- 11.1. The following sections list foreseeable circumstances where the usual process is affected. This list is not exhaustive and NGESO reserves the right to act however is deemed appropriate in the circumstances (consistent with the provisions of the GTMA).

ACP failure

- 11.2. Should the ACP or the Auction Algorithm fail at any stage during the course of an Auction, NGESO may deem it appropriate to cancel the Auction and restart through the fallback option.
- 11.3. Should the ACP or the Auction Algorithm fail at other less critical points NGESO may decide to continue the Auction but through the fallback option and/or extend certain deadlines as appropriate.

Unable to Procure Interconnector Capacity

- 11.4. Where insufficient interconnector capacity is made available in the Capacity Auction to deliver Scheduled Trades, Counterparties should contact NGESO as soon as possible, and the provisions of the GTMA shall apply.
- 11.5. NGESO, with the cooperation of the relevant Counterparty, will determine the best course of action consistent with those provisions, which may involve a cancellation (wholly or partly) of the Scheduled Trade or application of the default process.

Unable to Nominate Interconnector Volume

- 11.6. Where there is no or limited capacity available for nomination (e.g. in the case of an unplanned Interconnector outage), Counterparties with Scheduled Trades should contact NGESO as soon as possible, and the provisions of the GTMA shall apply.
- 11.7. NGESO, with the cooperation of the relevant Counterparty, will determine the best course of action consistent with those provisions, which may involve a cancellation (wholly or partly) of the Scheduled Trade or application of the default process.

Technical Issues

- 11.8. In the event that NGESO experiences any technical difficulty which ultimately prevents Scheduled Trades from being notified to Elexon, the relevant Counterparty will be contacted as soon as possible and the provisions of the GTMA shall apply.
- 11.9. A request may be made to cancel the affected Scheduled Trades before the corresponding Nomination Gate closure times; however, this is at the discretion of the relevant Counterparty.
- 11.10. If a request to cancel is granted by the Counterparty, then the relevant Scheduled Trades will be cancelled, and no further obligations remain on either party.
- 11.11. If a request to cancel is rejected by the Counterparty, NGESO will honour the relevant trades and will process any system imbalance charges/payments made as a result of the notification failure as per the GTMA. The cause of the failure will be recorded and investigated so as to prevent any future reoccurrence.
- 11.12. In the event that a Counterparty experiences any difficulty which ultimately prevents Scheduled Trades from being nominated, NGESO must be contacted as soon as possible.
- 11.13. If the cause of the technical issue is reasonably beyond the Counterparty's control (e.g. the failure of a nomination platform), a request can be made to cancel any affected Scheduled Trades before the corresponding Nominate Gate closure times; however, this is at the discretion of the Duty Trader.
- 11.14. The Duty Trader will base their decision on whether to grant a request to cancel on the cause of the failure and the operational and financial implications.
- 11.15. If the cause of a technical issue is within the personal liability of the Counterparty (e.g. their personal connection to the web or nomination platform) then the default process will apply.

- 11.16. If a request to cancel is granted by NGESO, any notification made against the relevant Counterparty will be removed and the default process will not apply.
- 11.17. If a request to cancel is rejected by NGESO, any notification made against the relevant Counterparty will stand and the default process will be applied. A summary of the failure must be provided to NGESO and remedial actions put in place to prevent any future reoccurrence.

Submission of Erroneous Data

- 11.18. Should a Counterparty submit erroneous data during the Auction process that was not identified or corrected before the Bid Deadline and results in a Scheduled Trade, then a post event appeal can be made up to 30 days after delivery. NGESO will determine if the erroneous data constitutes a Manifest Error and if the Counterparty is therefore entitled to an appropriate form of compensation.
- 11.19. This is an exceptional process and can only be used for a price submitted in error and will not be considered for volumes submitted in error. To be considered under this process the Counterparty will need to demonstrate that:
 - 11.19.3. the price submitted was an obvious error (e.g. an order of magnitude out), and
 - 11.19.4. the error will have serious financial consequences for the Counterparty.
- 11.20. Where this is demonstrated, NGESO will settle this trade, post event, at a price 10% below or above the next best price from the stack of Bids/Offeres from that period, i.e. at a 10% premium.

12. Fallback process

- 12.1. In the event of failure of the ACP and an alternative process needs to be followed, the fallback option will be to utilise email communication as detailed below.
- 12.2. All communication between NGESO and Participants will be over email via the Trading@nationalgrideso.com address and the pre-approved domain addresses from each Participant.
- 12.3. Auction results will not be considered 'Scheduled Trades' until a confirmation reply has been received back from the Counterparty via email or instead with a recorded phone call.
- 12.4. In the event of email failure NGESO reserves the right to switch to an alternative address: esotradingteam@gmail.com.
- 12.5. NGESO may utilise the recorded telephone line to supplement other communication where necessary or indeed as a last resort when all other communication routes fail.
- 12.6. As in normal circumstances, NGESO will use reasonable endeavours to publish all Requirements and summary results on the Data Portal.
- 12.7. On restoration of the ACP, Participants will be notified via email and via message on the ACP.
- 12.8. If restoration of the ACP occurs whilst an Auction is in progress and time allows, the auction may either be continued on the ACP or instead cancelled.
- 12.9. If restoration of the ACP occurs whilst an Auction is in progress and there is insufficient time to continue or cancel the Auction and utilising email as the fallback option, email communication will still be allowed for the remainder of the Auction but not for subsequent Auctions so long as the ACP remains available.