

Sr no	Clause No.	Existing Clause as per draft regulations	Proposed clause/suggestion	Rationale																
1.	8 (4)	<p><b>8. Charges for Deviation</b></p> <p>(4) Charges for Deviation, in respect of a WS Seller being a generating station based on wind or solar or hybrid of wind-solar resources, including such generating stations aggregated at a pooling station through QCA shall be without any linkage to grid frequency, as under:</p> <table border="1" data-bbox="411 626 926 1304"> <thead> <tr> <th data-bbox="411 626 680 829">Deviation by way of over injection (Receivable by the Seller)</th> <th data-bbox="680 626 926 829">Deviation by way of under injection (Payable by the Seller)</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 829 680 1304">(i) for VLwS (1) @ contract rate; (ii) for VLwS (2) @ 90% of contract rate (iii) for VLwS (3) @ 50% of contract rate, (iv) beyond VLwS (3) @ Zero;</td> <td data-bbox="680 829 926 1304">v) for VLwS (1) @ contract rate; (vi) for VLwS (2) @ 110% of contract rate; (vii) for VLS3 @ 150% of contract rate; (viii) beyond VLwS (3) @ 200% of contract rate.</td> </tr> </tbody> </table> <p>Note: volume limit for WS Seller:</p> <table border="1" data-bbox="411 1352 926 1393"> <thead> <tr> <th data-bbox="411 1352 680 1393">WS Seller</th> <th data-bbox="680 1352 926 1393">Volume Limit</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Deviation by way of over injection (Receivable by the Seller)	Deviation by way of under injection (Payable by the Seller)	(i) for VLwS (1) @ contract rate; (ii) for VLwS (2) @ 90% of contract rate (iii) for VLwS (3) @ 50% of contract rate, (iv) beyond VLwS (3) @ Zero;	v) for VLwS (1) @ contract rate; (vi) for VLwS (2) @ 110% of contract rate; (vii) for VLS3 @ 150% of contract rate; (viii) beyond VLwS (3) @ 200% of contract rate.	WS Seller	Volume Limit			<p><b>8. Charges for Deviation</b></p> <p>(4) Charges for Deviation, in respect of a WS Seller being a generating station based on wind or solar or hybrid of wind-solar resources, including such generating stations aggregated at a pooling station through QCA shall be without any linkage to grid frequency, as under:</p> <table border="1" data-bbox="959 670 1509 1268"> <thead> <tr> <th data-bbox="959 670 1228 829">Deviation by way of over injection (Receivable by the Seller)</th> <th data-bbox="1228 670 1509 829">Deviation by way of under injection (Payable by the Seller)</th> </tr> </thead> <tbody> <tr> <td data-bbox="959 829 1228 1268">(i) for VLwS (1) @ contract rate; (ii) for VLwS (2) @ 90% of contract rate (iii) for VLwS (3) @ 50% of contract rate, (iv) beyond VLwS (3) @ Zero;</td> <td data-bbox="1228 829 1509 1268">v) for VLwS (1) @ contract rate; (vi) for VLwS (2) @ 110% of contract rate; (vii) for VLS3 @ 150% of contract rate; (viii) beyond VLwS (3) @ 200% of contract rate.</td> </tr> </tbody> </table> <p>Note: volume limit for WS Seller:</p> <table border="1" data-bbox="959 1352 1509 1393"> <thead> <tr> <th data-bbox="959 1352 1228 1393">WS Seller</th> <th data-bbox="1228 1352 1509 1393">Volume Limit</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Deviation by way of over injection (Receivable by the Seller)	Deviation by way of under injection (Payable by the Seller)	(i) for VLwS (1) @ contract rate; (ii) for VLwS (2) @ 90% of contract rate (iii) for VLwS (3) @ 50% of contract rate, (iv) beyond VLwS (3) @ Zero;	v) for VLwS (1) @ contract rate; (vi) for VLwS (2) @ 110% of contract rate; (vii) for VLS3 @ 150% of contract rate; (viii) beyond VLwS (3) @ 200% of contract rate.	WS Seller	Volume Limit			<p>The existing DSM framework is still under observation and the generating stations are still adjusting to the new norms of deviation. Given the short time since the last update, it is recommended that any new changes, such as instant regulations, be implemented after a gap of few years.</p> <p>Wind and solar generation depend on weather conditions and are inherently unpredictable. Despite robust forecasting tools, injection accuracy remains near but not exactly equal to the forecast due to positive or negative errors. For example, wind sites experience unexpected gusts or drops in wind, leading to over or under injection.</p> <p>With existing DSM regulations forecasting and scheduling have significantly improved. Error levels for wholesale sellers have now fallen to acceptable deviation band compared to the previous error range.</p>
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		<p>A generating station based on solar or a hybrid of wind - solar resources or aggregation at a pooling station</p> <p>VLwS (1) = Deviation up to 5% DWS  VLwS (2) = Deviation beyond 5% DWS and up to 10% DWS  VLwS (3) = Deviation beyond 10% Dws and up to 20% DWS</p>	<p>A generating station based on solar or a hybrid of wind - solar resources or aggregation at a pooling station</p> <p>VLwS (1) = Deviation up to 5 <del>10%</del> DWS  VLwS (2) = Deviation beyond 5 <del>10%</del> DWS and up to <del>10</del> 15% DWS  VLwS (3) = Deviation beyond <del>10</del> 15% Dws and up to 20% DWS</p>	<p>To facilitate adaptation without excessive penalties, the Commission should consider revising the deviation for solar/hybrid to 10% (from the current 5%) while maintaining the wind deviation at 15% (instead of 10%)</p>
		<p>A generating station based on wind resource</p> <p>VLwS (1) = Deviation up to 10% DWS  VLwS (2) = Deviation beyond 10% DWS and up to 15% DWS  VLwS (3) = Deviation beyond 15% Dws and up to 25% DWS</p>	<p>A generating station based on wind resource</p> <p>VLwS (1) = Deviation up to <del>10</del> 15% DWS  VLwS (2) = Deviation beyond <del>10</del> 15% DWS and up to <del>15</del> 20% DWS  VLwS (3) = Deviation beyond <del>15</del> 20% Dws and up to 25% DWS</p>	
2.	8 (4)(c)	<p><b>8. Charges for Deviation</b></p> <p>(4) Charges for Deviation, in respect of a WS Seller ...</p> <p>(c) depooling of deviation charges for WS seller(s) connected to the pooling station shall be as per the methodology mutually agreed upon between the QCA and such individual WS seller(s).</p>	<p><b>8. Charges for Deviation</b></p> <p>(4) Charges for Deviation, in respect of a WS Seller ...</p> <p>(c) depooling of deviation charges for WS seller(s) connected to the pooling station shall be as per the methodology <del>mutually agreed upon between the QCA and such</del></p>	<p>Rather than relying on individual sellers and the Qualified Coordinating Agency (QCA), depooling of deviation charges should follow a predefined methodology based on each Wholesale Seller's contribution to deviation at the pooling station. This</p>

			<p><del>individual WS seller(s)</del> prepared by Grid India and approved by CERC.</p>	<p>approach avoids disputes and ensures timely payment for Demand Side Management (DSM).</p> <p>Therefore, it is recommended that the depooling methodology be predefined based on each WS Seller's contribution to deviation at the pooling station, rather than relying on ad hoc agreements between the WS Seller and the QCA.</p>
3	10 (1)	<p><b>10. Schedule of Payment of charges for deviation</b></p> <p>(1) The payment of charges for deviation shall have a high priority, and the concerned regional entity shall pay the due amounts within 7 (seven) days of the issue of the statement of charges for deviation by the Regional Power Committee, failing which late payment surcharge @ 0.04% shall be payable for each day of delay.</p>	<p><b>10. Schedule of Payment of charges for deviation</b></p> <p>(1) The payment of charges for deviation shall have a high priority, and the concerned regional entity shall pay the due amounts within 7 (seven) days of the issue of the statement of charges for deviation by the Regional Power Committee, failing which late payment surcharge @ 0.04% shall be payable for each day of delay. <b>Provided that, In the case of generating stations aggregated at a pooling station through Qualified Coordinating Agencies (QCAs), the late payment surcharge will only apply to individual generators that have failed to make timely payments for deviation charges.</b></p>	<p>A provision is recommended to ensure that the late payment surcharge liability applies only to the entity that has defaulted, rather than affecting other entities. This would be particularly relevant in cases where multiple generating stations aggregate at a pooling station through Qualified Coordinating Agencies (QCAs).</p>

4	Others	<p>Definitions and Interpretation</p> <p>(j) 'Contract rate' means the tariff for sale or purchase of power, as determined under Section 62 or adopted under Section 63 or approved under Section 86(1)(b) of the Act by the Appropriate Commission or the price as discovered in the Power Exchange, as the case may be; and in the absence of a tariff or price as above, contract rate shall mean the weighted average ACP of the Day Ahead Market segments of all Power Exchanges for the respective time block;</p>	<p>Definitions and Interpretation</p> <p>(j) 'Contract rate' means the tariff for sale or purchase of power, as determined under Section 62 or adopted under Section 63 or approved under Section 86(1)(b) of the Act by the Appropriate Commission or the price as discovered in the Power Exchange, as the case may be; and in the absence of a tariff or price as above, contract rate shall mean the weighted average ACP of the Day Ahead Market segments of all Power Exchanges <b>excluding High Price DAM (HP DAM)</b> for the respective time block;</p>	<p>The High Price Day-Ahead Market (HP DAM) is centered around power sources with high variable costs. The process of price discovery in the HP DAM market differs significantly from the regular DAM market, primarily due to the substantially higher ceiling price in the former.</p> <p>We kindly request the Honorable Commission to explore the possibility of excluding HP DAM prices from the definition of the integrated day-ahead market, focusing instead on the prices discovered at the Power Exchange.</p>
5	Others	<p>Definitions and Interpretation</p> <p>(o) Integrated Day Ahead Market means a market where Day Ahead Contracts are transacted on the power exchanges, including collective transactions under Day Ahead Market (DAM), Green Day Ahead Market (Green DAM), and High Price Day Ahead Market (HP-DAM);</p>	<p>Definitions and Interpretation</p> <p>(o) Integrated Day Ahead Market means a market where Day Ahead Contracts are transacted on the power exchanges, including collective transactions under Day Ahead Market (DAM), Green Day Ahead Market (Green DAM), and <del>High Price Day Ahead Market (HP-DAM);</del></p>	<p>As mentioned above.</p>