SRPC Secretariat comments on Petition No. 9/ SM/2025 (Suo-Motu)

<table>
<tr><th>Para No/Page No</th><th>Proposed</th><th>Suggested Amendment</th><th>Comment/Reason</th></tr>
<tr>
<td>22/Page No 11</td>
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<td>We agree with the proposal of the suggested Values of X. However beyond 31.03.2031 if X is kept at zero during the changeovers specially solar the schedules may become very small and errors will become very high so either it is suggested to keep X at 5% else the minimum limit of denominator has to be specified (similar concept is there in DSM)</td>
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<td>25(a)/Page 12</td>
<td>All existing Wind and Solar (WS) Projects shall be treated at par with General Sellers from 01.04.2031 onwards.</td>
<td>Agree with the suggestion</td>
<td>As the RE penetration is increasing the RE forecast needs to be improved. If RE forecast is not improved more and more Ancillary reserves will be required to procured and utilised and the cost would be socialised and would be paid by</td>
</tr>
</table>

			existing entities. Further it has been pointed out that with aggregation the DSM liability would decrease. Therefore to achieve the RE targets and penetration levels it would be inevitable to have improved RE forecasting and impact of socialising needs to be progressively reduced.
25(b)/Page 12	All new Wind and Solar (WS) projects, with tendering or bid submission dates on or after 01.04.2026, shall be treated at par with General Sellers.	Agree with suggestion	As the new WS projects will be knowing the DSM impacts and need for improved forecasting and for secure grid operation the suggested clause may be implemented.
25(c)/Page 12	Further, to address the growing concerns regarding grid stability, no payment shall be made to the existing Wind and Solar (WS) Sellers for any over-injection during periods when the system frequency is at or above 50.05 Hz. This measure is necessitated as renewable capacity is being rapidly commissioned into the grid, and challenges in real-time grid operations are becoming more prominent. In this context, there is an urgent need to curb over-injection by the existing WS generators in the interest of grid security, particularly in view of the anticipated large-scale	(c) Further, to address the growing concerns regarding grid stability, no payment shall be made to the existing Wind and Solar (WS) Sellers for any over-injection during periods when the system frequency is at or above 50.10 Hz. Further if TRAS Down Emergency is deployed there will no payments for over injection. This measure is necessitated as renewable capacity is being rapidly commissioned into the grid, and challenges in real-time grid operations are becoming more prominent. In this context, there is an urgent need to curb over-injection by the existing WS generators in the interest of grid	50.05 Hz is upper range of IEGC and there may be some forecast errors so the limit may be fixed at 50.10 Hz in normal case. However if TRAS Emergency is deployed as a contingency measure there should not be any over injection.

	penetration of renewable energy in the near future.	security, particularly in view of the anticipated large-scale penetration of renewable energy in the near future.	
Additional Issues			
1	AvC for Pump needs to defined		
2	AvC for Pump operating simultaneously in pump and generation mode needs to be defined		
3	**In QCA a weighted average of long term PPA can be defined instead of block-wise computations based on schedules** It may kindly note that as per DSM Regulation, the following has been stipulated below: *Note-2: In case of aggregation of WS sellers at a pooling station through QCA, (a) the contract rate for the purpose of deviation shall be equal to the weighted average of the contract rates of all individual WS seller(s) opting for aggregation at the pooling station;* The contract rate for QCA shall be the weighted average of the contract rates of all individual WS sellers. It does not take the schedule into consideration. Accordingly, the contract rate has been computed as the weighted average of the contract rates of all individual WS sellers. It may be kindly noted that 2.16 clarifies for WS seller or a MSW Seller, i.e. mainly for single entity. *2.17. Accordingly, the Commission has suitably modified the definition of 'Contract Rate' in order to bring further clarity, as under: - " (j) 'Contract rate' means (i)* ***in respect of a WS seller or a MSW Seller....*** Clause 2.16 states that contract rate under multiple contracts or transactions in a time blo ck by **an entity.** However, this clarification pertains specifically to a **single entity** and **does not extend** to scenarios involving **multiple generators** having separate contract rates. The primary objective of a QCA is to aggregate multiple generators or entities. In cases where these generators have diverse transactions, the QCA ensures that this objective is maintained by representing them through a single, consolidated contract rate. Furthermore, as per the **IEGC Regulations 2023**, under **Annexure-6: Procedure Specifying Data, Forecasting and Scheduling for Renewable Energy Generating Stations (REGS) at Inter-State Level**, the following has been specified: **(ix)** *Shall furnish the contract rate(s) along with a copy of the contract(s), for the purpose of Deviation Charge Account preparation, to the respective RPC.* Therefore, a **contract rate** must be furnished to the RPC for the purpose of Deviation Charge Account preparation, even when multiple generators are aggregated under a QCA. This reinforces the rationale behind the QCA's purpose.		

4	**Reference Charge Rate/Contract Rate for General Sellers being IPPs/RE** It is observed that along with GNA applications, there are application processed under contingency/Day Ahead basis under Section 63. Some RE generators have informed that within same contract, the rates vary for different blocks and the blocks are variable as decided by buyer. Computation of Weighted Average RR/Contract Rate of each block is getting complex. If no long term contracts under Section 62 & Section 63 then the weighted average ACP of the Integrated Day Ahead Market segments of all the Power Exchanges for the respective time block may be considered.	