



Maharashtra State Electricity Distribution Co. Ltd.

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Ref:- CE(LM)/CERC/ 38125

Date:- 28/12/2016.

To,
The Secretary,
Central Electricity Regulatory Commission,
3rd & 4th Floor, Chanderlok Building, 36 Janpath,
New Delhi – 110 001.

Sub : Comments/suggestions/Objections on draft Central Electricity Regulatory Commission
(Indian Electricity Grid Code) (5th Amendment) Regulation 2016

Ref : L-1/18/2010-CERC Dated 9th December, 2016

Dear Sir/Madam,

With reference to above subject, the amendments notified vide above letter is considerable with respect of Ancillary services and spinning reserve for the benefit of grid. However, clause 8 as notified by the draft for selling URS power by ISGS in the market by keeping liability of fixed charges with original beneficiary is not in the spirit of Grid standards. The availability of URS power is not hampering the grid standards.

Objection – To clause 8 of the Draft:

The beneficiary has long term contract with ISGS and paying capacity charges for its contracted capacity. It is right of original beneficiary to call back own share and schedule power, whenever required.

If power is sold in market by ISGS, then there will not be any choice left with beneficiary but to purchase/schedule costly power or to curtail load to match demand with availability. This will impose additional financial burden on the beneficiary and its consumers. There should not be any liability of the beneficiary to borne fixed charges as the beneficiary losing its reliability margin in case of contingency.

In case of sale of power by ISGS, no special benefit is given to original beneficiary except profit sharing above selling price of such power and fuel charge including incidental expenses. The margin of gain is also not defined.

Suggestion – To clause 6.5 (A):

In the proposed amendment, in case of sale of un-requisitioned surplus power surrendered by the original beneficiary is requisitioned by the other beneficiaries of the ISGS, it shall be treated as reallocation and the fixed charge and variable charge for such energy exchanged shall be borne by the other beneficiary(ies).

However, in present surplus power scenario, if ISGS station is running below technical minimum. The beneficiary other than original beneficiary supports in URS for the station to run at its technical minimum. In such a case, for the support up to technical minimum of station, fixed cost against URS shall not be charged to the other beneficiary who is supporting station in URS.

It is requested to consider above objection and suggestion with respect to draft Central Electricity Regulatory Commission (Indian Electricity Grid Code) (5th Amendment) Regulation 2016, as submitted by MSEDCL.

Regards,


Chief Engineer
(Load Management)
MSEDCL

Copy s.w.rs to:

1. Executive Director (Dist.-I/Comm.), MSEDCL, Prakashgad, Mumbai.
2. The Director (Operations), MSEDCL, Prakashgad, Mumbai.