

**A Detailed Procedure for  
Medium Term/Long Term Open Access (Excluding Green Energy Open Access)**

*In accordance with  
Assam Electricity Regulatory Commission (Terms and Conditions for Open Access)  
Regulations' 2024*

**Approved by**

**The Assam Electricity Regulatory Commission**

## 1.Preface:

- 1.1 This Procedure is in accordance with the various provisions of the “Assam Electricity Regulatory Commission (Terms and Conditions of Open Access) Regulations, 2024, hereinafter referred to as “the Regulations”. This procedure shall be read in conjunction with the Regulations.
- 1.2 This Procedure shall apply to the Applicants claiming Long Term Open Access (LTOA) and Medium Term Open Access (MTOA) to the transmission lines or associated facilities of the intra-State Transmission System (InSTS) of the State Transmission Utility or any intra-state transmission licensee(s) and/or distribution system(s) of the distribution licensee(s) within the State, on payment of transmission and/or wheeling and other charges, as applicable and as may be determined by the Commission pursuant to these Regulations.
- 1.3 The Nodal Agency for grant of LTOA and MTOA shall be the STU i.e. Assam Electricity Grid Corporation Limited (AEGCL).
- 1.4 Subject to the provisions of these Regulations, Open Access shall be permissible to all Consumers having Contract Demand of 1MW and above only.
- 1.5 LTOA is the right to use the InSTS or distribution system for any period exceeding Seven Years and MTOA means right to use the InSTS or distribution system for a period equal to or exceeding three months but not exceeding five years.
- 1.6 Nodal Agency:

Distribution System: 33KV and below.

Intra State Transmission system: 66KV and above

S.N.	Location of Drawl Point and Injection Point		Nodal Agency
	Injection	Drawl	
1	Distribution System	Distribution System	STU
2	Distribution System	Intra State Transmission System	STU
3	Intra State Transmission System	Intra State Transmission System	STU
4	Intra State Transmission System	Distribution System	STU

- 1.7 Provided further that duties of the distribution licensee with respect of such open access customers shall be of a common carrier providing non-discriminatory Open Access as per section 42(3) of the Act;
- 1.8 Subject to the provisions of these Regulations, consumers who are connected by Dedicated Feeder / Common Feeder irrespective of their voltage of supply, and where there is no operational constraint shall be allowed open access. The consumers who are connected by Common feeder, shall be required to fulfil the criteria for energy accounting and system operation. Open Access shall be granted to the consumers connected to the common feeders subject to the condition that the consumer agrees to any restrictions imposed by licensee/STU/SLDC on such feeders. The applicant seeking open access on a common feeder shall make upgradation of the existing energy meters, wherever required, including for the other consumers sharing the feeders as per Open Access Regulation at its own cost. In the event of unforeseen complications requiring the shutdown of common feeders, the petitioner will not claim any compensation referring to financial losses.
- 1.9 An Applicant having been declared insolvent or bankrupt or having outstanding dues against him for more than two months billing of distribution/transmission licensee at the time of application shall not be eligible for Open Access.
- 1.10 The Open Access Customer shall have Special Energy Meter (SEM). Necessary infrastructure shall be developed for Energy Accounting by the transmission or distribution licensee, as the case may be, at the cost of the customer. Also, necessary infrastructure shall be developed for real time monitoring which might involve installation of RTU and necessary communication infrastructure by the transmission or distribution licensee, as the case may be, at the cost of the customer. The data from SEM may be used for real time monitoring in addition to energy accounting. However, in case real time data telemetry has been established from BCU or MFM, the same shall be considered sufficient from real time monitoring aspect (Analog data portion). Along with Analog, Digital data shall also need to be established. In case an existing customer has not availed Open Access for more than two (2) years, the system installed for Energy Accounting and Real time Monitoring at SLDC and GSS may be decommissioned by the transmission or distribution licensee, as the case may be, at the cost of the customer. SLDC shall validate the data pertaining to real time monitoring and energy accounting before allowing Open access.

## **2. Definition & Interpretations:**

1. "Act" means the Electricity Act, 2003 (36 of 2003) and subsequent amendments thereof;
2. "Allotted Distribution Capacity" means the power contracted for transfer (in MW) between the specified point(s) of injection and point(s) of drawal allowed to a long-term / medium term open access customer on the distribution licensee's distribution system under normal circumstances and the expression "allotment of distribution capacity" shall be construed accordingly;

3. "Allotted Transmission Capacity" means the power contracted for transfer (in MW) between the specified point(s) of injection and point(s) of drawal allowed to a long-term/ medium term open access customer on the intra-state transmission system under normal circumstances and the expression "allotment of transmission capacity" shall be construed accordingly;
4. "Applicant" includes a consumer, trading licensee, distribution licensee or a generating Company who has applied for seeking open access as the case may be;
5. "Appropriate Commission" means the Central Regulatory Commission referred to sub-Section (1) of Section 76 or State Regulatory Commission referred to Section 82 or Joint Commission referred to Section 83 of the Act, as the case may be;
6. "Banking" means the surplus green energy injected to the grid by GEOA consumers credited with the distribution licensee with provision of drawal as per this regulation;
7. "Billing Cycle" means billing period for open access which shall be on monthly basis.
8. "Captive Generating Plant" means power plant set up under Section 9 of the Electricity Act, 2003 by any person to generate the electricity primarily for its own use and fulfill the conditions laid down in the Electricity Act, 2003 and Rules framed thereunder
9. "Central Commission or CERC" means the Central Electricity Regulatory Commission referred to in subsection (1) of section 76 of the Act;
10. "Central Nodal Agency" means a Central Nodal Agency as notified by the Central Government to set up and operate a single window GEOA system for green energy as specified by Ministry of Power in the Electricity (Promoting Renewable Energy through Green Energy Open Access) Rules 2022;
11. "Collective Transactions" means a set of transactions discovered in power exchange through anonymous, simultaneous competitive bidding by buyers and sellers;
12. "Commission or AERC" means the Assam Electricity Regulatory Commission referred to in Section 82 of the Act;
13. "Common Feeder" means a feeder from the licensee's substation or line to the point of supply, to consumer(s) who are not on dedicated feeder subject to the condition that they agree to system constraints as well as other restrictions imposed by the Utility serving them in line with Clause 1.7.
14. "Connectivity" means the state of getting connected to the intra-State transmission and /or Distribution System;
15. "consumer" shall carry the same meaning as in the Act. For these regulations the definition shall be restricted to such Consumers within the State of Assam to whom these Regulations shall apply;
16. "Control Area" shall carry the same meaning as in the State Grid Code, 2024 and its amendments thereof.
17. "Day" means a day starting at 00.00 hours and ending at 24.00 hours of any calendar date of Gregorian calendar;
18. "Day Ahead Market (DAM)" means a market where Day Ahead Contracts are transacted on the Power Exchange(s);

19. “Dedicated feeder” means a feeder from the licensee’s substation or line to the point of supply of a consumer for supplying electricity to that consumer.

If the group of consumers, in the same premises or in contiguous premises, wants to avail open access, the feeder will be treated as dedicated feeder to such group of consumers subject to the condition that they collectively apply through a group leader to be nominated by all such consumers on that feeder;

20. “Detailed Procedure” means the detailed procedure laid down by the State Nodal Agency, in consultation with STU, SLDC and distribution licensee, pursuant to these Regulations and approved by the Commission;
21. “Developer” means the generating company who generate electrical energy from green sources of energy.
22. “Deviation” in a time block for a seller means its total actual injection minus its total scheduled generation and for a buyer means its total actual drawal minus its total scheduled drawal;
23. “Distribution Code” means the Distribution Code notified by the Commission;
24. “Distribution licensee” means any person who has been granted licence under Section 14 of the Act to distribute electricity;
25. “Electricity Supply Code” means the Electricity Supply code specified by the Commission under section 50 of the Act;
26. “Embedded Consumer” means a consumer who has a supply agreement with the distribution licensee and avails the option of drawing power from any other person under these regulations, fully or partially of the contract demand, during a day or more in any month or more than one month during the year, without ceasing to be a consumer of the said distribution licensee. The embedded consumer continues to pay various charges defined by the Commission as applicable to the relevant consumer category.
27. “Existing Open Access Customer” means a person already availing open access for sourcing/supplying energy from/to the transmission system and/or distribution system of the licensees in the State under an existing agreement or Commission’s Regulations/orders on the date of coming into force of this Regulations;
28. “Fossil Fuel” includes fuels such as coal, lignite, gas, liquid fuel or combination of these as its primary source of energy, which are used in Thermal Generating Station for generating electricity;
29. “GEOA Consumer” means any open access consumer who has contract demand or sanctioned load of 100 kW or more, either through single connection or through multiple connections aggregating Hundred (100) kW or more located in same electricity division of a distribution licensee, has availed GEOA under these regulations and there shall be no limit of supply of power for the consumers taking power through captive generating plant under GEOA or such other limit as may be specified by Commission from time to time, who are supplied with electricity from Green Energy sources for their own use by a licensee or the Government or from its own Captive Generation Plant or by any other person engaged in the business of supplying electricity to the public including captive purpose under the Electricity Act, 2003 or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving green

- energy with the works of a licensee, the Government or such person, as the case may be.”
30. “GEOA Customer” includes an Applicant who has been granted GEOA open access under these Regulations;
  31. “Green Energy” means the electrical energy from renewable sources of energy including hydro and storage (if the storage uses only renewable energy) or any other technology as may be notified by the Commission from time to time and shall also include any mechanism that utilizes green energy to replace fossil fuels including production of green hydrogen or green ammonia;
  32. "Green Energy Open Access" “GEOA” means open access provided to the GEOA Customers for supply of Green Energy.
  33. “IEGC” means Indian Electricity Grid Code specified by the Central Electricity Regulatory Commission under Clause (h) of sub-section (1) of Section 79 of the Act, and as amended from time to time.
  34. “Installation” means the whole of electric wires, fittings, motors, and apparatus installed and wired by or on behalf of the consumer of one or same premise starting from the point of the commencement of supply;
  35. “Intra State Entities” means a person located within the State, receiving power by using the State-grid including such system when it is used in conjunction with inter-State transmission system and whose scheduling and/or metering and energy accounting is coordinated by the SLDC in accordance with the State Grid Code.
  36. “Licensee” means a person who has been granted Licence under Section 14 of the Act;
  37. “Long Term Open Access or LTOA” means the right to use the Intra-State transmission and/ or distribution system for a period exceeding 7 Years for open access:
  38. “Medium Term Open Access or MTOA” means the right to use the Intra - State Transmission and /or distribution system for a period equal to or exceeding 3 months but not exceeding 5 years for GEOA:
  39. “MNRE” means Ministry of New and Renewable Energy, Government of India (GoI)
  40. "Month" means a calendar month as per the Gregorian calendar;
  41. “MoP” means Ministry of Power, Government of India (GoI)
  42. “Nodal Agency(ies)” means the Nodal Agencies referred to in these Regulations under **Error! Reference source not found.** section 10 and 65.
  43. “Obligated Entity” means the entities mandated under clause (e) of sub-section(1) of section 86 of the Act to fulfill Renewable Purchase Obligation, which includes distribution licensee, captive generating plant, and open access consumer.
  44. “Open Access” means the non-discriminatory provisions for use of transmission lines and/or distribution system or associated facilities with such lines or system by any licensees or consumers or a person engaged in generation in accordance with these Regulations specified by AERC;
  45. "Open Access Consumer" means the Open Access Customer who is also a consumer of the Distribution License with whose distribution system he is connected for getting supply of electricity in consumer mode and also connected for availing power through open access facility from its Open Access Source either

- through the grid; or in case of open access source being generator through Dedicated Transmission Line /internal network to its installations
46. "Full Open Access Consumer" means an Open Access Consumer connected to the transmission or distribution system but not having any supply agreement with the distribution licensee within the State;
  47. "Open Access Customer" includes a consumer, trader, distribution licensee, Captive generating plant or a generating Company or any other person who has been granted open access under these Regulations;
  48. "Operational Constraint" means the non-availability of adequate capacity in the intra-state transmission system or distribution system of a licensee or non-existence/inadequacy of a metering and energy accounting system where the electricity to be purchased or sold under open access can be correctly measured and accounted for;
  49. "Person" shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;
  50. "Point of Drawal" means a connection at which electricity is transferred from the electricity transmission network or the electricity distribution network (as the case may be);
  51. "Point of Injection" means a connection at which electricity is transferred to the electricity transmission network or the electricity distribution network (as the case may be);
  52. "Premises" include any land, building or structure;
  53. "Reactive Energy" means the integral of the reactive power with respect to time measured in VARh, or multiples thereof;
  54. "Reactive Power" means the component of electrical power representing the alternating exchange of stored energy (inductive or capacitive) between sources and loads or between two systems, measured in VAT, or multiples thereof. For AC circuits or systems, it is the product of the RMS voltage and the RMS value of the out-of-phase component of alternating current. In a three-phase system, it is the sum of the reactive power of the individual phases;
  55. "Remote Terminal Unit (RTU)" means a device suitable for measuring, recording and storing the consumption of electricity or any other quantity related with electrical system and status of the equipment in real time basis and exchanging such information with the data acquisition system for display and control and shall include, wherever applicable, other equipment such as Transducers, relays with necessary wiring and accessories;
  56. "Renewable Energy Sources" means and include non-conventional renewable generation such as mini-hydel, Large Hydro (>25 MW commissioned on or after 8th March 2019 including pumped storage projects), wind, solar, biomass, biofuel cogeneration, urban or municipal waste, energy generated from Waste Heat Recovery System (WHRS) and such other sources as approved by the MNRE/ MoP and AERC.
  57. "Reserved Capacity" means the capacity for power transfer in MW between the specified point(s) of injection and point(s) of drawal allowed to a short-term customer on the transmission/distribution system depending on availability of

- transmission/distribution capacity and the expression "reservation of capacity" shall be construed accordingly;
58. "Short Term Open Access or STOA" means Open Access for a period up to one (1) month at a time;
  59. "SLDC" means State Load Despatch Centre established under sub-section of section 31 of the Act;
  60. "Special Energy Meter (SEM)" includes a meter and its accessories compatible to record the electrical parameters in each defined time block for implementation of Availability Based Tariff (ABT);
  61. "Standby charge(s)" means the charges applicable to Open Access customers against the standby arrangement provided by the distribution licensee, in case such Open Access customer is unable to procure/schedule power from the generating sources with whom they have the agreements to procure power due to outages of generator, transmission assets and the like;
  62. "Start-up Power" means the power required by any generating station or Captive Generating Plant situated in the State for black start or cold start of such generating station.
  63. "State" means the State of Assam;
  64. "State Grid Code" means the State Grid Code specified by the Commission under clause (h) of sub-section (1) of section 86 of the Act, applicable on the date of commencement of these Regulations and as amended from time to time;
  65. "State Nodal Agency" means a State Nodal Agency for the purpose of these Regulations set up and operate a single window GEOA System for green energy in the State of Assam is State Load Despatch Centre for Short-Term GEOA and State Transmission Utility (STU) for Medium-Term GEOA and Long Term GEOA;
  66. "State Transmission Utility (STU)" means the utility notified by the Government of Assam as State Transmission Utility under section 39 of the Electricity Act, 2003;
  67. "Stranded Distribution Capacity" means the distribution capacity which is likely to remain unutilized due to relinquishment of access rights by a LTOA/MTOA Consumer in accordance with these Regulations;
  68. "Stranded Transmission Capacity" means the transmission capacity in the intra-State transmission system which is likely to remain unutilized due to relinquishment of access rights by a LTOA/MTOA Consumer in accordance with these Regulations;
  69. "Transmission licensee" means any person who has been granted licence under Section 14 of the Act to transmit electricity.
  70. "Transmission Services Agreement" means an agreement entered into between a transmission licensee and the open access customer to avail access to the licensee's transmission system for the transmission of electricity.
  71. "Transmission System Segment" means a part or whole of the transmission system from the point of injection to the point of drawal;
  72. "Wheeling" means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62;



73. “Wheeling Agreement” means an agreement entered into between a distribution licensee and the open access customer to avail access to the licensee’s distribution system;
74. “Working Day” means a Day which is not a full / partial holiday as per the official Assam State Government’s calendar or declared by AERC;
75. “Year” means a financial year.

## **2.1. Interpretation of Regulations**

- 2.1.1. Words and expressions used and not defined in these Regulations but defined in the Act and Regulations made thereunder like State Grid Code, State Distribution Code, and Electricity Supply Code shall have the meaning assigned to them under the Act or in the Regulations as the case may be.
- 2.1.2. Words in the singular or plural term, as the case may be, shall also be deemed to include the plural or the singular term, respectively;
- 2.1.3. The terms — “include” or — “including” shall be deemed to be followed by — “without limitation” or — but not limited to regardless of whether such terms are followed by such phrases or words of like import;
- 2.1.4. References herein to the — “Regulations” shall be construed as a reference to these Regulations as amended or modified by the Commission from time to time in accordance with the applicable laws in force;
- 2.1.5. The headings are inserted for convenience and may not be taken into account for the purpose of interpretation of these Regulations;
- 2.1.6. References to the statutes, Regulations or guidelines shall be construed as including all statutory provisions consolidating, amending or replacing such statutes, Regulations or guidelines, as the case may be, referred to.
- 2.1.7. Wherever in these regulations “open-access” is mentioned shall be applicable to all open-access customers unless specifically mentioned as applicable with regard to “green energy”.

## **3. Eligibility for Grant of LTOA and MTOA:**

- 3.1. LTOA shall be allowed in accordance with the transmission system planning criteria and the distribution system planning criteria stipulated in the State Grid Code and Distribution Code, or as specified by the Commission from time to time.
- 3.2. MTOA shall be allowed if the resultant power flow can be accommodated in the existing transmission system and the distribution system.
- 3.3. The application for Grant of Long Term/Medium Term Open Access to InSTS should be submitted to the following:

Chief General Manager (PP&D),  
Assam Electricity Grid Corporation Limited,  
Bijuli Bhawan, Paltan Bazar, Guwahati -01,

The augmentation of the transmission / distribution system may not be carried out for the sole purpose of granting MTOA or STOA.

The construction of a dedicated transmission /distribution system shall not be construed as

augmentation of the transmission /distribution system.

**4. Time frame and Application Fees:**

SN	Particulars	Medium Term	Long term
<b>Time Frame for disposal of application (acceptance or rejection) from the date of receipt of application complete in all respects by concerned nodal agency</b>			
a)	<i>For Intra-State Open Access without augmentation of transmission and/ or distribution system</i>	For <b>other than green energy</b> open access - 40 days	For applications <b>other than green energy</b> open access - 40 days, if the open access is required within the system of same distribution licensee  iii) In all other cases, 120 days
b)	<i>For Intra-State Open Access in case of augmentation of transmission and/ or distribution system required</i>	<p>The State Nodal Agency shall intimate their decision to not allow open access due to any ineligibility or because further augmentation for system strengthening is essential within 15 working days from receiving the application stating detailed reasons for rejection or requirement of system strengthening.</p> <p>In case the applicant wants the state nodal agency to conduct detailed studies and development of estimates for augmentation for system strengthening, the Applicant need to provide consent to the state nodal agency</p> <p>After receiving the consent to conduct the detailed studies by the state nodal agency from Applicant, 90 days or actual number of days may be required whichever is earlier in case augmentation work of transmission or distribution system involved. However, the time frame may be extended by the state nodal agency by another 90days for valid reasons to be recorded in writing. If any extension is required beyond the aforementioned time, it shall be done only with the prior approval of the Commission.</p>	
	<i>For Inter-State Open Access</i>	<b>As per applicable CERC Regulations.</b>	
<b>2) Application Fees (Non-refundable)</b>			
a)	<i>For Intra-State Open Access</i>		
	<i>Open Access other than green energy</i>	Rs. 50,000/-	Rs. 1,50,000/-

b)	<i>For Inter-State Open Access</i>	As per applicable CERC Regulations.
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The applications for Open access Connectivity shall be received and processed at Headquarters of the Nodal Agency in accordance with the procedure prescribed in Regulations.

## **5. Categories of Open Access Customers**

5.1 The application procedure, application fee and the time frame of processing request by Applicant seeking Open Access shall be based on the following criteria:

### 5.1.1 System to which connected

- i) Intra-State transmission system
- ii) Distribution system

### 5.1.2 Inter-se location of drawal and injection points

- i) Both within the same distribution system
- ii) Within the State but in different distribution systems
- iii) Indifferent States

### 5.1.3 Type of Customer

- i) Embedded Open Access
- ii) Full Open Access

### 5.1.4 Duration of Open Access

- i) Long term open access as defined in Regulation 3.1.a)a.37 of AERC (Terms and Conditions for Open Access) Regulations,2024.
- ii) Medium-term open access as defined in Regulation 3.1.a)a.38 of AERC (Terms and Conditions for Open Access) Regulations,2024.

### 5.1.5 Source of Electricity Supply

- i) Green Energy
- ii) Other than Green Energy

## **6. Allotment Priority:**

The priority for allotment of Open Access in intra-State transmission shall be decided subject to availability of capacity, on the following criteria:

6.1 Amongst the open access customers, the following priority basis will be followed:

- i) Distribution licensee for non-fossil fuel sources
- ii) Distribution licensee for fossil fuel sources

- iii) LTOA for non-fossil fuel sources
- iv) LTOA for fossil fuel sources
- v) MTOA for non-fossil fuel sources
- vi) MTOA for fossil fuel sources

In case there is no open access applicant in certain category mentioned above, the next category will be eligible for allotment.

- 6.2 When the requirement projected by an Applicant is more than the available capacity and the said Applicant is not able to limit his requirement to the available capacity, the request of Applicant having next lower priority shall be taken up for consideration.
- 6.3 All applications for LTOA, MTOA shall be processed on first-come-first-served basis, separately for each of the aforesaid types of open access.
- Applications received during a month or upto the date specified under these Regulations shall be construed to have arrived concurrently.
- 6.4 While processing applications for MTOA received during a month, the Applicant seeking access for a comparatively longer period shall have higher priority.

## **7. Application Procedure and Approval**

### **Nodal Agency**

Intra-State – In case of open access connected to the State transmission / distribution system or on systems of different transmission / distribution licensees and falls within the Control Area jurisdiction of the State, Assam Electricity Grid Corporation Limited (AEGCL, the State Transmission Utility (STU)) shall be State Nodal Agency for grant of Long-Term Open Access and Medium-Term Open Access.

Inter-State- In case of open access connected to the inter-state transmission system and not under the control area jurisdiction of the State, – the same shall be as per relevant regulations of CERC and amendments from time to time.

## **8. Procedure for Long Term Open Access (LTOA)**

- 8.1** Applicant seeking Open Access as per the provisions of AERC (Terms and condition of Open Access) Regulation, 2024 and the amendment from time to time will also have to apply for General Connectivity under AERC (Grant of Connectivity to the Intra-State Transmission System) Regulation, 2025.

### **8.2 Involving Inter-State Transmission System:**

Notwithstanding anything contained in 8.2 and 8.3 below, in case of open access connected to the inter-state transmission system and not under the control area jurisdiction of the State,

the procedure shall be as per relevant regulations of CERC and amendments from time to time.

### **8.3 Involving Intra-State Transmission System:**

- 8.3.1 The LTOA applicant (hereinafter referred to as “applicant”) intending to avail LTOA in InSTS shall make an application in the prescribed format (**FORMAT-LT1**) in the name of the **Chief General Manager (PP&D)**, Assam Electricity Grid Corporation Limited, Bijulee Bhawan, Paltan Bazar (Nodal Agency).
- 8.3.2 The LTOA applicant (hereinafter referred to as “applicant”) intending to avail LTOA in ISTS in conjunction with InSTS network shall also make an application in the prescribed format (**FORMAT-LT1**) in the name of the **Chief General Manager (PP&D)**, Assam Electricity Grid Corporation Limited, Bijulee Bhawan, Paltan Bazar (Nodal Agency) with a copy to the Distribution Licensee for use for Distribution area of supply for issue of NOC.
- 8.3.3 If the augmentation of Transmission System is required, the Applicant shall have to bear the cost for the same.
- 8.3.4 In cases where there is any material change in location of the Applicant or change by more than 10 percent in the quantum of power or 5 MW, whichever is less, to be interchanged using the intra-State Transmission system, a fresh Application shall be made, which shall be considered in accordance with the Regulations.
- 8.3.5 The Applicant shall submit any other information sought by the State Nodal Agency including the basis for assessment of power to be interchanged using the intra-State Transmission System and power to be transmitted to or from various entities to enable the State Nodal Agency to plan the intra-State transmission system in a holistic manner.
- 8.3.6 The application shall be accompanied by a non-refundable fee as specified in Regulation **Error! Reference source not found.** (2) of AERC (Terms and Conditions for Open Access) Regulations,2024.
- 8.3.7 The application shall be accompanied by a bank guarantee corresponding to Rs.50,000/MW (Fifty Thousand per MW) of the total power to be transmitted from a nationalized or Scheduled Bank in favor of the State Nodal Agency, in addition to the specified application fee. For Green Energy open access-based transaction, the bank guarantee shall be Rs 25,000 /MW (Twenty-Five Thousand per MW). The amount of bank guarantee specified above may be revised by the AERC by notification from time to time. The amount of bank guarantee specified above may be revised by the AERC by notification from time to time.
- 8.3.8 The bank guarantee shall be kept valid and subsisting till
- i) Operationalization of LTOA when augmentation of transmission system is not required. **OR**
  - ii) The execution of the LTOA agreement, in the case when augmentation of transmission system is required.

- 8.3.9 The bank guarantee shall be returned to the applicant within 15 working days
- i) of signing of the LTOA Agreement; **OR**
  - ii) No consent to proceed by Applicant in case of augmentation for system strengthening. **OR**
  - iii) of rejection of such application

8.3.10 The bank guarantee shall be encashed by the State Nodal Agency,

- i) if the application is withdrawn by the applicant at any stage; **OR**
- ii) if the LTOA rights are relinquished prior to the operationalization of such rights when augmentation of transmission system is not required;

Provided in case of force majeure event, the above rights shall not be enforced.

#### **8.4 Processing of Application**

8.4.1 The State Nodal Agency shall, in consultation and through coordination with other agencies involved in intra-State transmission system to be used (SLDC and Distribution licensee of the open access customer), process the application and carry out the necessary system studies as expeditiously as possible so as to ensure that the decision to grant LTOA is arrived at within the time-frame specified in the Regulation.

The result of system study shall be made available to the open access customer / applicant within seven working days of being finalized.

In case the State Nodal Agency faces any difficulty in the process of consultation or coordination, it may approach the AERC for appropriate directions.

8.4.2 Based on the system studies, the State Nodal Agency shall specify the intra- State transmission system that would be required to give long-term access. In case augmentation to the existing intra-State transmission system is required, the same will be intimated to the applicant.

8.4.3 If, in the opinion of the STU, further system strengthening of transmission is essential before providing long term open access, the STU shall intimate the cost estimates, likely completion schedule and estimated date from which open access shall be allowed after system strengthening within 90 days of the receipt of the application.

8.4.4 If system strengthening of network of Distribution Licensee is required, the cost estimate & likely completion schedule shall be intimated by Distribution Licensee to the STU within 45 days of receipt of application.

8.4.5 The applicant shall accordingly deposit the estimated amount for works to the STU and the concerned Distribution Licensee as the case may be.

In case the applicant does not agree to avail open access with system strengthening, his application shall be rejected and the Bank Guarantee shall be released.

8.4.6 While granting LTOA, the State Nodal Agency shall communicate to the applicant, the date from which LTOA shall be granted and an estimate of the transmission charges likely

to be payable based on the prevailing costs, prices and methodology of sharing of transmission charges specified by the AERC.

- 8.4.7 On being satisfied that the requirements of eligibility for LTOA is met by the Applicant, the State Nodal Agency shall grant LTOA for the period stated in the application as per the given format (**FORMAT- LT2**) after proper feasibility study for ascertaining the capacity and facilities available for Open Access.
- 8.4.8 The Inter-state LTOA applicant which is in conjunction with InSTS network, on being satisfied the requirements of eligibility for LTOA is met by the Applicant, the State Nodal Agency, shall provide No Objection Certificate (NOC) / prior standing clearance accompanied with fee as prescribed in Clause 12.2.2 of the AERC (Terms and condition for Open Access) Regulation, 2024 and a no objection certificate from the concerned Distribution Licensee in case the applicant is a consumer of Distribution Licensee to the applicant after proper feasibility study for ascertaining the capacity and facilities available for Open Access, as per relevant CERC Regulation and the amendments from time to time.
- 8.4.9 The applicant shall sign an agreement for LTOA with the STU in case LTOA is granted by the State Nodal Agency.
- 8.4.10 The LTOA agreement shall contain the date of commencement of LTOA, the point of injection of power into the grid and point of drawal from the grid and the details of dedicated transmission lines, if any, required.
- 8.4.11 While seeking LTOA from an intra-State transmission licensee, other than the STU, the applicant shall sign a tripartite LTOA agreement with the STU and the intra-State transmission licensee, if involved.
- 8.4.12 Immediately after grant of LTOA, the State Nodal Agency shall inform the SLDC/Distribution Licensee, so that it can consider the same while processing requests for grant of MTOA received under the Regulation.
- 8.4.13 In cases where more than one long term open access customer applies for capacity allocation during the same period, and if the capacity sought to be allocated to the customers is more than the available capacity during that period of time, the State Nodal Agency concerned may offer to allocate the capacity in the ratio of capacity sought by the customers.

The costs of system augmentation, if such augmentation becomes necessary, shall also be apportioned among the customers.

- 8.4.14 On the expiry of the period of LTOA, the same may be extended on a written request by the Open Access Customer, to the STU, submitted at least six months prior to such expiry, mentioning the period for which extension is required and accompanied by a fee as prescribed at sub regulation 11.2.4 of AERC (Terms and Conditions for Open Access) Regulations,2024.

If no written request is received from the Open Access Customer within the timeline specified above, the said LTOA shall stand terminated on the date upto which it was initially granted.

## **8.5 Within the same distribution system:**

- 8.5.1 The procedure specified in above shall, mutatis mutandis, apply to cases of LTOA when the point of injection and the point of drawal are located in the same distribution system.

## **9 Procedure for Medium Term Open Access (MTOA)**

- 9.1 Applicant seeking Open Access as per the provisions of AERC (Terms and condition of Open Access) Regulation, 2024 and the amendment from time to time will also have to apply for General Connectivity under AERC (Grant of Connectivity to the Intra-State Transmission System) Regulation, 2025.

### **9.2 Involving Inter-State Transmission System:**

Notwithstanding anything contained in 9.2 and 9.3 herein below, in case of open access connected to the inter-state transmission system and not under the control area jurisdiction of the State, the procedure shall be as per relevant regulations of CERC and amendments from time to time.

### **9.3 Involving Intra-State Transmission System:**

- 9.3.1 This Procedure shall apply to the Applications made for Medium Term Open Access (MTOA) include the point of injection into the grid, point of drawal from the grid and the quantum of power for which MTOA has been applied for. The application shall be accompanied by a certificate from STU/ Distribution Licensee as the case may be, to the effect that Special Energy Meters are installed as per relevant Regulations and standards.
- 9.3.2 The MTOA applicant (hereinafter referred to as “applicant”) intending to avail MTOA in InSTS shall make an application in the prescribed format (**FORMAT-MT1**) in the name of the **Chief General Manager (PP&D)**, Assam Electricity Grid Corporation Limited, Bijulee Bhawan, Paltan Bazar (Nodal Agency).
- 9.3.3 Provided that in cases where there is any material change in location or change by more than 10 percent in the quantum of power or 5 MW, whichever is less, to be interchanged using the intra- State transmission system, a fresh application shall be made, which shall be considered in accordance with these Regulations.
- 9.3.4 The application shall be accompanied by a non-refundable fee as specified in Regulation **Error! Reference source not found.**(2) of AERC (Terms and Conditions for Open Access) Regulations, 2024.
- 9.3.5 On receipt of the application, the State Nodal Agency shall, in consultation and through coordination with other agencies involved in intra-State transmission, process the application and carry out the necessary system studies as expeditiously as possible so as to ensure that the decision to grant or refuse MTOA is made within the timeframe specified in the Regulation.

In case the State Nodal Agency faces any difficulty in the process of consultation or coordination, it may approach the AERC for appropriate directions.

- 9.3.6 On being satisfied that the requirements of eligibility for MTOA is met by the Applicant,



the State Nodal Agency shall grant MTOA for the period stated in the application as per the given format (**FORMAT- MT2**) after proper feasibility study for ascertaining the capacity and facilities available for Open Access.

If reasons to be recorded in writing, the State Nodal Agency may grant MTOA for a period less than that sought for by the applicant.

- 9.3.7 The Inter-state MTOA applicant which is in conjunction with InSTS network, on being satisfied the requirements of eligibility for MTOA is met by the Applicant, the State Nodal Agency, shall provide No Objection Certificate (NOC) / prior standing clearance accompanied with fee as prescribed in Clause 12.2.2 of the AERC (Terms and condition for Open Access) Regulation, 2024 and a no objection certificate from the concerned Distribution Licensee in case the applicant is a consumer of Distribution Licensee to the applicant after proper feasibility study for ascertaining the capacity and facilities available for Open Access, as per relevant CERC Regulation and the amendments from time to time.
- 9.3.8 The applicant shall sign an agreement for MTOA with the STU.
- 9.3.9 While seeking MTOA to an intra-State transmission licensee, other than the STU, the applicant shall sign a tripartite MTOA agreement with the STU and the intra-State transmission licensee.
- 9.3.10 The MTOA agreement shall contain the date of commencement and end of MTOA, the point of injection of power into the grid and point of drawal from the grid, the details of dedicated transmission lines required, if any, the bank guarantee required to be given by the applicant and other details.
- 9.3.11 Immediately after grant of MTOA, the State Nodal Agency shall inform the SLDC/Distribution Licensee so that it can consider the same while processing requests for STOA received under the Regulation.
- 9.3.12 On expiry of the period of the MTOA, the open access Consumer shall not be entitled to any overriding preference for renewal of the term.
- 9.3.13 A MTOA customer may relinquish rights, fully or partly, by giving at least 30 days prior notice to the State Nodal Agency by making payment of compensation as specified in the detailed procedure.

### **9.3. Within the same distribution system:**

The procedure specified in above shall, mutatis mutandis, apply to cases of medium-term access when the point of injection and the point of drawal are located in the same distribution system.

## **10. Consent by STU, SLDC or Distribution Licensee**

### **10.1 Inter-State Open Access**

- 10.1.1 In case of open access connected to the inter-state transmission system and not under the control area jurisdiction of the State, the procedure shall be as per relevant regulations of CERC and amendments from time to time.

## 10.2 Intra-State Open Access

- 10.2.1 In respect of a consumer connected to a distribution/transmission system seeking Open Access, State Nodal Agency shall be required to obtain the consent of the distribution licensee concerned.
- 10.2.2 The relevant detail of submission of application and consent/refusal shall also be communicated to SLDC wherever required.
- 10.2.3 While processing the application from a generating station seeking consent for Open Access,
- i) The distribution licensee shall verify the following:
    - a) Existence of infrastructure necessary for time-block-wise energy metering and accounting in accordance with the provisions of the State Grid Code in force,
    - b) Availability of capacity in the distribution network, and
  - ii) The SLDC shall verify the following:
    - a) Availability of RTU and communication facility to transmit real-time data to SLDC.
- 10.2.4 The distribution or transmission licensee, as the case may be, shall convey any of the following to the State Nodal Agency as per the timeline provided therein:
- a) Where existence of necessary infrastructure and availability of capacity in the distribution network has been established, the distribution licensee shall convey its consent for open access; **OR**
  - b) Deficiency or defect in application: **OR**
  - c) Due to ineligibility of applicant or incorrect application or in case the application has been found to be in order but the distribution licensee refuses to give consent on the grounds of non-existence of necessary infrastructure or unavailability of surplus capacity in the distribution network, such refusal shall be communicated along with reason: **OR**
  - d) Requirement of system strengthening or augmentation, as applicable.
- 10.2.5 Where the distribution licensee has not communicated to State Nodal Agency in the specified timelines, consent shall be deemed to have been granted.
- 10.2.6 If there is deficiency or defect in the application and the same is communicated to Applicant by State Nodal Agency, the timeline will start again from the date all the deficiencies and defects are removed by the Applicant

## 11. Consideration of Applications from Defaulters

Notwithstanding anything contained in the Regulation, the State Nodal Agency may reject an application for Open Access after giving reasons for the same, on the ground of non-compliance of the provisions of the Regulation, more specifically the provisions relating to

timely payment of the charges leviable hereunder. The information of such non-compliance or earlier default in payments can be collected by State Nodal Agency from concerned SLDC, transmission or distribution licensee, as applicable.

## **12. Open Access Agreement/ Undertaking**

- 12.1 A LTOA/ MTOA Customer shall enter into agreements for availing open access with SLDC.
- 12.2 A LTOA/MTOA Customer shall enter into a Transmission Services Agreement with the STU for use of State transmission system, in accordance with the provisions in the Regulation. In case the connection is made with the network of an intra-State Transmission Licensee other than the STU, the applicant shall sign a tripartite agreement with STU and the intra-State Transmission Licensee.
- 12.3 A LTOA/MTOA Customer shall enter into a wheeling agreement with the Distribution Licensee for use of the distribution system.
- 12.4 The standard formats for open access agreements referred above at 12, 12.1 and 12.2 are attached as Annexures
- 12.5 Copies of the agreements executed shall be submitted to the State Nodal Agency. State Nodal Agency shall intimate the open access customer the date from which open access shall be available, which shall not be later than 3 working days, from the date of furnishing of agreements.
- 12.6 The prevalent LT/HT/EHT power supply agreement with the Distribution/ Transmission Licensee shall continue to exist with the agreements/ undertakings, signed as above, so far as, it is not in-consistent with the Regulation.

## **13. OPEN ACCESS CHARGES**

### **Charges to be levied**

- 13.1 The charges to be levied on Open Access Customers shall be as follows: -
  - a) Transmission charges;
  - b) Wheeling charges;
  - c) Cross subsidy Surcharge;
  - d) Additional Surcharge
  - e) Standby charges wherever applicable;
  - f) Deviation Charges
  - g) Reactive Energy Charges
  - h) Scheduling and System Operation Charges
  - i) Banking charges; and

- j) other fees and charges such as Load Despatch Centre fees, etc. as per the relevant regulations/ orders of the Commission.

#### **14 Transmission Charges**

Open Access Customer using transmission shall pay the charges as stated hereunder:

14.1 In case of open access connected to the Inter-State transmission System and not under the control area jurisdiction of the State, the charges shall be as per relevant regulations of CERC and amendments from time to time.

14.2 For use of Intra-State transmission system

14.2.1 The Open Access Customer shall pay the transmission charges as determined by the Commission from time to time pursuant to the applicable tariff order for the transmission licensee.

The transmission charges shall be payable by the LTOA/ MTOA Customer on the basis of Allotted Transmission Capacity or open access capacity utilized, whichever is higher.

14.2.2 In addition to Transmission Charge, Transmission loss shall be applicable to Open Access Customer as determined by the Commission from time to time in the applicable tariff order of transmission licensee.

#### **15. Wheeling Charges**

Open Access Customer using distribution system shall pay the charges as stated hereunder:

15.1. For use of distribution system

15.1.1 The Open Access Customer shall pay the wheeling charges as determined by the Commission from time to time pursuant to the applicable tariff order of distribution licensee.

The wheeling charges shall be payable by the LTOA/ MTOA Customer on the basis of Allotted Distribution Capacity or open access capacity utilized, whichever is higher.

15.1.2 In addition to Wheeling Charge, Wheeling loss shall be applicable to Open Access Customers as determined by the Commission from time to time in the applicable Tariff Order of Distribution licensee.

#### **16. Cross Subsidy Surcharge**

16.1 In addition, to payment of transmission and /or wheeling charges, an open access consumer shall pay cross subsidy surcharge to the distribution licensee of the area of supply in which such consumer is located. The cross-subsidy surcharge shall be determined by the Commission from time to time in the applicable Tariff Order of Distribution Licensee or any other applicable order.

- 16.2 Such surcharge shall not be levied on a person for capacity for which he has established a captive generation plant, in respect of his own captive generation for carrying the electricity to the destination of his own use.
- 16.3 Cross subsidy surcharge shall also be payable by such consumer who receives supply of electricity from a person other than the distribution licensee, in whose area of supply he is located, not from captive route, irrespective of whether he uses the transmission and /or distribution system of the licensee or not.
- 16.4 The cross-subsidy surcharge payable by a consumer shall be such as to meet the current level of cross subsidy within the area of supply of the distribution licensee.

## **17 Additional Surcharge**

- 17.1. An Open Access Consumer, receiving supply of electricity from a person other than the distribution licensee of his area of supply, shall pay to the distribution licensee an additional surcharge as determined by the Commission in addition to transmission and/or wheeling charges and cross-subsidy surcharge, to meet out the fixed cost of such distribution licensee arising out of his obligation to supply as provided under sub-section (4) of Section 42 of the Act;
- 17.2. This additional surcharge shall become applicable only when, due to the open access being granted, the obligation of the licensee in terms of power purchase commitments has been and continues to be stranded or there is an unavoidable obligation and incidence to bear fixed costs consequent to such a contract, However, the fixed costs related to network assets would be recovered through wheeling charges.
- 17.3. The distribution licensee shall submit to the Commission, along with its Tariff Petitions, detailed computations of the stranded fixed cost, caused by consumers shifting to open access, which the licensee is incurring towards its obligations to supply.
- 17.4. The Commission shall scrutinize the statement of calculation of such stranded fixed costs, submitted by the distribution licensee and determine the amount of additional surcharge based on the following principles:
- 17.4.1 The cost must have been incurred by or be expected, with reasonable certainty, to be incurred by the distribution licensee on account of such consumer opting for open access; and
- 17.4.2 The cost has not been or cannot be recovered from such consumer or from other consumers who have been given supply from the same assets or facilities, through wheeling charges, stand-by or other charges approved by the Commission.
- 17.5. The open access consumers located in the area of supply of a distribution licensee but availing open access exclusively on inter-state and/ or intra-state transmission system shall also pay the additional surcharge.
- 17.6. Provided that any additional surcharge, so determined, shall be applicable to all consumers availing open access from the date of determination of the same by the Commission.
- 17.7. The open access consumers located in the area of supply of a distribution licensee but

availing open access exclusively on inter-state and/ or intra-state transmission system shall also pay the additional surcharge.

- 17.8. Additional surcharge determined on per unit basis shall be payable, on monthly basis, by the open access consumers based on the actual energy drawn, during the month, through Open Access.

#### **18. Standby Power and Standby Charges**

- 18.1. If an Open Access Customer requires power from the distribution licensee in case of outage of the generator or the source supplying power to such Open Access Customer, or a generator connected to distribution system injecting power through Open Access, requires start-up power from the distribution licensee, then such Open Access Customer or generator may make an application to the distribution licensee seeking standby power. The application shall be made in format and in the manner as may be prescribed in the detailed procedure.
- 18.2. The distribution licensee shall provide standby power to such Open Access Customer, subject to availability of requisite quantum of power and subject to the load shedding as is applicable to the embedded consumer of the licensee.
- 18.3. The licensee shall be entitled to collect charges under temporary rate of charge for that category of consumer or 125 percent of the normal tariff for that category, in the prevailing rate schedule provided in the applicable tariff order by Commission for distribution licensee, whichever is lower. In case, where temporary rate of charge is not available for that consumer category, the standby arrangement shall be provided by the distribution licensee on payment of 125 percent of the normal tariff for that category in the prevailing rate schedule.
- 18.4. The Open Access Customers would have the option to arrange standby power from any other source subject to the conditions that such power shall be drawn through the same system for which Open Access has been granted.

#### **19. Deviation Charges**

- 19.1. Scheduling of all transactions pursuant to grant of LTOA or MTOA shall be carried out on day-ahead basis in accordance with the relevant provisions of State Grid Code/ Commission's Orders for intra-State transactions.

##### **19.2. Inter-State Transactions**

The energy accounting and deviation computations and charges shall be governed by the applicable CERC Regulations.

##### **19.3. Intra-State Transactions**

All Open Access Customers shall be governed by the AERC (Deviation Settlement and Related Matters) Regulations, 2024 notified by the Commission and the Approved Detailed Procedure for Deviation Settlement and Related Matters, 2024 as updated and amended from time to time. They shall be liable to pay deviation charges as per aforesaid Regulations as case may be.

## **20 Reactive Energy Charges**

- 20.1** Open access customer shall be liable for payment of the reactive energy charges in accordance with the provisions stipulated in the State Grid Code.
- 20.2** SLDC shall be responsible for the accounting and the issue of the weekly statement for VAR charges to all entities.

## **21 Scheduling and System Operation Charges**

**21.1** Scheduling and system operation charges shall be payable by the Open Access Customers for the following:

**21.1.1** In respect of Inter-State Open Access- Charges for LTOA and MTOA

Regional Load Despatch Centre fees and charges including charges for the Unified Load Despatch and Communication Scheme as determined under the applicable CERC Regulations / Orders.

**21.1.2.** In respect of Intra-State Open Access- Charges for LTOA and MTOA

- i. LTOA and MTOA customers shall be liable to pay SLDC fees and charges as determined by the Commission from time to time pursuant to applicable Tariff Order.
- ii. This charge includes fee for scheduling and system operation, energy accounting, fee for affecting revisions in schedule on bonafide grounds and collection and disbursement of charges.

## **22 Other Charges**

The Regulatory charges, congestion charges and any other charges imposed by CERC and/or the Commission, in accordance with prevailing Acts, Regulations, Orders and Policies, etc. levied by the State Government shall be payable by all the open access customers.

## **23 Scheduling, Metering and Losses**

### **23.1 Scheduling**

- 23.1.1** Notwithstanding anything contained in the succeeding Regulations of this Regulation, Scheduling of inter-State Open Access transactions shall be as per applicable CERC Regulations.
- 23.1.2** Subject to the foregoing Regulation, intra-State Open Access transactions in respect of all Open Access Customers, irrespective of the capacity, shall be scheduled by SLDC in accordance with the provisions of the State Grid Code and the Regulations.
- 23.1.3** The embedded open access consumer shall have to declare their schedule by 7:30 AM of the previous day, showing the drawal from the DISCOM and through open access, separately, to the SLDC and DISCOM.

## **23.2 Metering**

- 23.2.1 In case of all open access customers irrespective of capacity, ABT compatible Special Energy Meters or any other necessary infrastructure shall be developed for Energy Accounting by the transmission or distribution licensee, as the case may be, at the cost of the customer. Also, necessary infrastructure shall be developed for real time monitoring which might involve installation of RTU and necessary communication infrastructure by the transmission or distribution licensee, as the case may be, at the cost of the customer. The data from SEM may be used for real time monitoring in addition to energy accounting. However, in case real time data telemetry has been established from BCU or MFM, the same shall be considered sufficient from real time monitoring aspect (Analog data portion). Along with Analog, Digital data shall also need to be established. In case an existing customer has not availed Open Access for more than two (2) years, the system installed for Energy Accounting and Real time Monitoring at SLDC and GSS may be decommissioned by the transmission or distribution licensee, as the case may be, at the cost of the customer. SLDC shall validate the data pertaining to real time monitoring and energy accounting before allowing Open access.
- 23.2.2 Special Energy Meters installed shall be capable of time-differentiated measurements for time-block-wise active energy and voltage differentiated measurement of reactive energy in accordance with the State Grid Code and IEGC.
- 23.2.3 Special Energy Meters shall always be maintained in good condition and shall be open for inspection by any person authorized by the STU, SLDC or the distribution licensee.
- 23.2.4 The Meters shall be periodically tested and calibrated by STU / distribution licensee as per State Grid Code and norms of Central Electricity Authority.
- 23.2.5 Readings of Meters shall be taken periodically at appointed day and hour by the officer of distribution licensee authorized in this regard as per procedure specified in State Grid Code, IEGC and AERC (Electricity Supply Code and Related Matters) Regulations, 2017 as amended from time to time.
- 23.2.6 The procedure for joint sealing, replacement of defective meter, billing in the event of meter(s) becoming defective shall be followed as laid down in the State Grid Code. Open Access shall remain suspended after detection of such defect, until such time the defect is rectified.
- In the matter of whether both the main and check meters should be in good condition at all times to allow OA, it is clarified that in case, any one of meters connected to OA consumers, whether main or check meter goes out of order, immediately on detection, the consumer should be asked to replace/rectify the defective meter within a period of one month from the date of notice. If the defective meter is not replaced within the month, then OA should not be allowed to continue.
- 23.2.7 All the Open Access Customers shall abide by the metering standards defined in CEA (Installation and Operation of Meters) Regulations' 2006, notified by the Central Electricity Authority (CEA) vide its notification dated 17 March, 2006, as amended from time to time.



23.2.8 Subject to the provisions of the Regulations, consumers who are connected by Dedicated Feeder / Common Feeder irrespective of their voltage of supply, and where there is no operational constraint shall be allowed open access. The consumers who are connected by Common feeder, shall be required to fulfil the criteria for energy accounting and system operation as provided by the State Nodal Agency in the Detailed Procedure. Open Access shall be granted to the consumers connected to the common feeders subject to the condition that the consumer agrees to any restrictions imposed by licensee/STU/SLDC on such feeders. The applicant seeking open access on a common feeder shall make upgradation of the existing energy meters, wherever required, including for the other consumers sharing the feeders as per Open Access Regulation at its own cost. In the event of unforeseen complications requiring the shutdown of common feeders, the petitioner will not claim any compensation referring to financial losses.

### **23.3 Energy Losses**

#### **23.3.1 Inter-State Open Access**

The buyer / seller of electricity shall bear apportioned energy losses in the transmission system in accordance with the provisions specified in the applicable CERC Regulations.

#### **23.3.2 Intra-State Open Access**

The transmission and distribution losses for the Intra-State System as determined by the Commission in its Tariff Order for the applicable year, shall be apportioned in proportion to the actual energy drawn by the Open Access Consumer and shall be accounted for accordingly.

### **23.4 Energy Accounting**

23.4.1 SLDC shall be responsible for energy accounting for all open access customers.

23.4.2 SLDC shall maintain the time block wise consumption record of the special energy meters installed against each open access customer on weekly basis and upload the same in their website. Energy accounting statement on monthly basis should also be sent to the Central Nodal Agency/ State Nodal Agency(s) as applicable, open access customers and transmission and distribution licensees via e-mail and published in their website.

23.4.3 For Inter-state Open Access Transactions, SLDC shall co-ordinate with the respective RLDC, as necessary, for the purpose of energy accounting. Energy accounting shall be as per the applicable CERC Regulations.

### **24 Commercial Matters**

All the Commercial Matters will be in compliance with AERC (Terms and Conditions for Open Access) Regulations, 2024.

### **25 Exit Option**

A customer, who has been granted LTOA and MTOA, may relinquish rights, fully or

partly, as per Regulation 41(A, B and C). Further, the above compensation paid by long-term customer for the stranded transmission capacity shall be used for reducing transmission charges payable by other LTOA customers and MTOA customers.

## **26 Under-Utilisation or Non-Utilisation of Open Access Capacity in Intra-State Transmission and/ or Distribution System**

A LTOA Customer may relinquish the LTOA rights fully or partly before the expiry of the full term of LTOA, by making payment of compensation for stranded transmission and/ or distribution capacity as referred in the Cl.no.41.

A MTOA Customer may relinquish rights, fully or party, by giving at least 30 days prior notice in the State Nodal Agency. The MTOA Customer relinquishing its rights shall pay applicable transmission and/or wheeling charges for the period of relinquishment or 30 days whichever is lesser.

## **27 General**

**27.1** The applicant shall keep the Nodal Agency and SLDC indemnified at all times and shall undertake to indemnify, defend and keep the nodal agency, SLDC 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 long-term access transaction.

**27.2** All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.

**27.3** The applicant shall abide by the provisions of the Electricity Act,2003,the Regulations and Indian Electricity Grid Code , as amended from time to time.

**27.4** This procedure aims at easy and pragmatic disposal of applications made for LTOA and MTOA Open Access in InSTS. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing the procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Nodal agency with prior approval of AERC.

**27.5** All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matter related to LTOA and MTOA in STS shall be directed to AERC for redressal.

**27.6** All other things that are not mentioned in the procedure shall be as per guidelines mentioned in the Regulations.

**APPLICATION FOR GRANT OF LONG TERM OPEN ACCESS**

**(To be submitted by Long Term Open Access Customer)**

1. Name of the Long Term Open Access Customer:

2. Address of Correspondence:

3. Contact Address:

3.1. Prime Contact Person :

i. Name:

ii. Designation:

iii. Phone No.:

iv. E-mail:

3.2. Alternate Contact Person:

i. Name:

ii. Designation:

iii. Phone No.:

iv. E-mail:

4. Tick relevant boxes

<b>Seller/ Generator</b>	<b>Buyer/ Beneficiary</b>
State Owned Generating Station	Distribution Licensee
IPP	Deemed Distribution Licensee
CPP	Full Open Access Customer
Co-gen	
NRSE/ Renewable	
Non-Renewable	

5. Details of power transfer requirement:

i. Quantum of power to be transmitted (MW):

ii. Peak load to be transferred:

iii. Average load to be transferred:

iv. Name (s) of the injecting utility:

a) Point(s) of injection of power:

b) Quantum:

c) Voltage level of Distribution substation:

(Nearest 33/11 kV Substations and Ownership)

d) Voltage level of the EHV Substation

(Nearest EHV Substation and Ownership of EHV substation)

- v. Name (s) of drawee utility:
    - a) Point(s) of drawl of power:
    - b) Quantum:
    - c) Voltage level of the EHV substation:  
(Nearest EHV Substation and Ownership of EHV substation)
    - d) Voltage level of Distribution substation:  
(Nearest 33/11 kV Substation and Ownership)
  - vi. Electrical connectivity diagram of the EHV sub-Station/ Distribution substation where the power is to be injected and drawn:
6. Expected date of commencement of Open Access:
  7. Duration of availing long term Open Access:
  8. In case of surplus power:
    - i. Daily period of transaction:
    - ii. Details of Allocation of power from each Beneficiary/generator:
    - iii. MOU/Agreement of surplus power availability:
  9. In case of Generating Station:
    - i. Name of the promoter:
    - ii. Generation capacity:
    - iii. Location of the Generation plant:
    - iv. **COD Date and Time:**
    - v. No. of Units & Capacity of each unit:
    - vi. Type of fuel:
    - vii. Base load station or peaking load station:
    - viii. If peaking load, then what is the estimated hours of running:
    - ix. If it is a hydro plant, then whether it is –Run of the river/Reservoir/Multipurpose/Pump storage:
    - x. MU generation in an year in case of Hydro plant:
    - xi. Specify the step-up generation Voltage –400 KV or 220 KV or any other voltage:
    - xii. Whether it is an identified project of CEA:
    - xiii. Is it a captive power plant (Yes/No):  
If Yes, details of utilization

- xiv. Status of the Project: Existing/ Extension of existing Project/ New project:
- xv. Unit wise capacity and commissioning schedule Capacity (MW) Commissioning Schedule
- Unit-I :
- Unit-II :
- Unit-III :
- Unit-IV :
- xv. Name(s) of the beneficiaries and their allocation of power :
10. Status of various clearances for the generation project :
- i. Land acquisition:
- ii. Fuel agreement:
- iii. Environment and forest clearance:  
(Consent to establish unit wise rated capacity from state Pollution Control Board)
- iv. **TEC/ PTCC clearance**, wherever required:
- v. Power purchase agreement with beneficiaries:

11. PAN Number issued by Income Tax Department:

**12. Details of Non-Refundable Application Fee:**

Bank Details	Instrument Details			Amount (Rs.)
	Type (Draft/Cash)	Reference No.	Date	

**13. Details of Bank Guarantee**

Bank Details	Instrument Details			Amount(Rs.)
	Type (Draft/Cash)	Reference No.	Period of validity	

It is hereby certified that the applicant unequivocally confirms to the terms and conditions and has fully understood the guidelines issued for long term open access. A confirmation to this effect is enclosed herewith at **Annexure-I** for ready reference.

**Authorized Signatory**

**On Behalf of Long-Term Open Access Customer**

**Name:**

**Designation:**

**Seal:**

**Place:**

**Date:**

**Enclosures:**

- (1) Receipt of Non-refundable application fee.**
- (2) Copy of Bank guarantee.**
- (3) Self-certified copy of PPA/PSA/MoU entered between the parties (buyer and seller) of transaction stating contracted power, period of transaction, drawal pattern, point(s) of injection and drawal etc.**
- (4) If any other**

## **Annexure-I**

On Non Judicial Stamp paper of Rs.100

### **AFFIDAVIT**

In the matter of filing application to Assam Electricity Grid Corporation Limited., for grant of Long Term Open Access.

I.....(Name).....S/o Shri .....(Father"s name)... working as ..... (Post)..... in .....(name of the Company).....,having its registered office at ..... (address of the company)....., do solemnly affirm and say as follows:

1. I am the ..... (Post)..... of .....(Name of the Company)....., the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
4. I submit that M/s.....(name of the company)..... is a registered company .....(Public Ltd/Pvt. Ltd.)..... Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of AERC, the company can file the enclosed application.
5. I submit that all the details given in the enclosed application for grant of Long Term Open Access along with necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)  
Name of the Applicant

(To be duly attested by Notary)

## FORMAT-LT2

### Intimation for grant of Long Term Open Access (LTOA)

- 1 Intimation No.  
Date :
- 2 Ref. Application No.  
Date :
- 3 Name of the Applicant
- 4 Address for Correspondence
- 5 Nature of the Applicant  
Normal Generator (other than captive)  
Captive Generator  
Bulk Consumer  
Electricity Trader  
Distribution Licensee
- 6 **Details for Long Term Open Access (LTOA)**
  - 6a Quantum (MW) for which LTOA is granted
  - 6b Date from which LTOA is granted
  - 6c Date upto which LTOA is granted
- 7 Injection of Power  
Entity  
State/Region  
Quantum  
Connectivity with the Grid
- 8 Drawal of Power  
Entity  
State/Region  
Quantum  
Connectivity with the Grid
- 9 Transmission Charges Applicable

Authorised Signatory



**FORMAT- LT3**  
**APPROVAL FOR LONG-TERM OPEN ACCESS**  
*(to be issued by STU)*

Ref: STU Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

To : \_\_\_\_\_ ( Name and Address of Customer)

1	Customer Application No.	< as provided by customer on Format LT1 >	Date	
2	Customer Name			
3	Nature of Customer*	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) >		
4	Trading License No. & Type	< if trader >	Valid up to	

<\* In terms of power transfer>

5	Period of Open Access Approved for			
6	Date/Month of Commencement of Open Access			
7	Details of Open Access			
		Date		Capacity
		From	To	MW*

< MW\* at point of injection >

8	Nature of Requirement for Grant of Open Access			
	Electricity System Strengthening is Involved (Yes*/No)			

< \* In case if 'Yes' i.e. system strengthening is involved, enclose preliminary report duly signed on each page >

9	Details of Transaction Party's to Grid		
		Injecting Entity	Drawee Entity
	Name of Entity		
	Status of Entity*		
	Utility in which it is Embedded		

< \* In terms of ownership- State Utility/CPP/IPP/ ISGS/Discom/Consumer/specify, if any other >

10	Involvement of Grid System during Transaction	Injecting Entity	Drawee Entity
	(a) Intra-State Transmission Network (Yes/No)		
	(b) Intra-State Distribution Network (Yes/No)		
	(c) Inter-State Transmission Network (Yes/No)	< if any >	

11	Details of Injecting/Drawee Connectivity with intra-State System		
		Injecting Entity	Drawee Entity
	Name of Sub-station	Transmission	
		Distribution	
	Voltage Level	Transmission	
		Distribution	
	Name of Licensee (Owner of S/S)		
	Intervening intra-State Licensee		
	Intervening inter-State Licensee		

< Distribution license, if required, may treat interface periphery as its connectivity points >

12	Details of Final Beneficiary ( to whom Power is to be Transmitted and/or Wheeled)	
	(1) Name of Person/Entity	
	(2) Address of Person/Entity	
	(3) Utility in which it is Embedded	
	(4) Allocation of Power (MW)	
	(5) Place of Installation to be Benefited	< in case other than distribution licensee >
	(6) Name of Distribution Licensee	<in case beneficiary is consumer of distribution licensee>

13	Other information as notified by STU on its web-site

**General Information**

14	Registered Address	< as provided by customer on Format LT1 >
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15	Authorised Person(s)	
	(a) Prime Contact Details for the Purpose of Correspondences	
	Name	
	Designation	
	Phone No.	
	E-Mail	
	(b) Alternate Contact Details	
	Name	
	Designation	
	E-Mail	

16. The grant of long-term open access for use of intra-State system for transmission and/or wheeling of capacity is vide Nodal STU Approval No. \_\_\_\_\_ dated \_\_\_\_ subject to following conditions:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_

17. The preliminary report with reference to said transmission and/or wheeling capacity allotment in intra-State system is enclosed herewith. < only in case if system strengthening is involved >

18. The terms and conditions for said transmission and/or wheeling capacity allotment through long-term open access shall be as per Bulk Power Transmission Service Agreement (TSA) and/or Bulk Power Wheeling Agreement (WA), the draft(s) of which is/are enclosed herewith. You are requested to execute the TSA and/or WA with concerned transmission licensee and/or distribution licensee within \_\_\_\_ days from the date of this allotment letter.

19. The said approval of transmission and/or wheeling capacity for use of intra-State system through long-term open access is subject to AERC (Terms and Conditions for Open Access) Regulations, 2024 along with "Procedure for Long-Term Open Access" and any other relevant regulation/order/code, as the case may be, as amended and applicable from time to time.

20. Deviation Settlement Mechanism shall be applicable as per relevant AERC regulations along with approved detailed procedure and its amendments from time to time.

21. The Reactive Energy Charges shall be governed by the relevant Regulations applicable within the State.

Place:

Signature (with stamp)

Date:

Name & Designation

**Enclosure**

- (1) TSA and/or WA
- (2) Preliminary Report (if applicable)
- (3) If any other

**Copy to along with preliminary report and other relevant enclosures**

- (1) Managing Director of any other transmission licensee involved in transaction.
- (2) Managing Director of distribution licensee involved in transaction.
- (3) State Load Despatch Centre.
- (4) Any other concerned.

**PROFORMA FOR BANK GUARANTEE FOR LONG TERM OPEN ACCESS**

**(To be stamped in accordance with Stamp Act)**

Ref .....

Bank Guarantee No.

Dated

To

M/s. Assam Electricity Gird Corporation Ltd.,  
\_\_\_\_\_

Dear Sirs,

In consideration of the Assam Electricity Gird Corporation Ltd. (hereinafter referred to as the AEGCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having reserved the transmission capacity and agreed to provide Long Tem Open access in accordance with the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2024 to the transmission system comprising of the power system of \_\_\_\_\_ and \_\_\_\_\_ for use by M/s. \_\_\_\_\_ for \_\_\_\_\_ period \_\_\_\_\_ (hereinafter referred to as the Long Term Open Access Customer which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Transmission Service Agreement (TSA) and whereas the said TSA has been unequivocally accepted by the Long Term Open Access Customer and the Long Tem Open Access Customer having agreed to provide a Bank Guarantee in favour of the AEGCL as payment security mechanism to bear the full Open Access charges of AEGCL Transmission system in respect of the allotted/reserved transmission capacity amounting to Rs. \_\_\_\_\_ for a period of \_\_\_\_\_.

And whereas \_\_\_\_\_ Bank, a body incorporated under the \_\_\_\_\_ law, having its branch office at Guwahati and its Registered/Head Office at \_\_\_\_\_ hereinafter referred to as the 'Bank' which expression shall

unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns do hereby guarantee and undertake to pay AEGCL on its first written demand at the branch of the bank located at Guwahati any and all amount payable by the Long Term Customer in respect of the said allotted/reserved Transmission Capacity without any demur, reservation, contest recourse or protest and/or without any reference to the Long Term Customer. Any such demand made by AEGCL on specified branch of the bank located at Guwahati shall be conclusive and binding on the Bank notwithstanding any difference between AEGCL and the Long Term Open Access Customer or any dispute/contemplated or pending before any Court Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the AEGCL and further agrees that the guarantee herein contained shall continue to be enforceable till the AEGCL discharges this guarantee. The Bank further agrees that the payment on invocation of the guarantee will be payable through its branch located at Guwahati. The decision of the AEGCL declaring the Long Term Open Access Customer to be in payment default as aforesaid shall be final and binding on the Bank.

The AEGCL shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or any right which they might have against the Long Term Open Access Customer and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied between AEGCL and the Long Term Open Access Customer or any other course or remedy or security available to AEGCL. The Bank shall not be released of its obligations under these presents by any exercise by AEGCL or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of AEGCL or any other indulgences shown by AEGCL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also hereby agrees that notwithstanding any change in the name or constitution of either the AEGCL or the Long Term Open Access Customer, the liability of Bank under these presents shall remain unaltered and the Bank shall be liable to discharge its obligation to AEGCL under these presents without any demur or reservation.

The guarantee herein contained shall be irrevocable and unequivocal and the AEGCL shall be at liberty to demand on the Bank the amount guaranteed herein at any time during its currency.

The Bank also agrees that AEGCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Long Term Open Access Customer and notwithstanding any security or other guarantee AEGCL may have in relation to the Long Term Open Access Customer's liabilities.

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. \_\_\_\_\_ and if shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year) as may be desired by the Long Term Open Access Customer on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this ..... day of .....20 ..... at

WITNESS

.....  
(Signature)

(Signature)

.....  
(Name)

(Name)

.....  
(Official Address)

(Designation with Bank Stamp)

**TRANSMISSION SERVICE AGREEMENT  
BETWEEN**

.....

**AND  
ASSAM ELECTRICITY GRID CORPORATION LIMITED**

This Transmission Service Agreement (TSA) entered into on the .....day of .....two thousand..... between Assam Electricity Grid Corporation Limited incorporated under the Companies Act, 1956 and having its Registered Office at Bijulee Bhawan, Paltanbazar, Guwahati-781001 (hereinafter called “AEGCL” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as a party of the first part; and (name, address etc.) ..... a Long Term Open Access Customer ..... (hereinafter called “Long term Open Access Customer” which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as a party of the second part;.

And whereas the Long Term Open Access Customer is a generating company/Licensee/ Customer is desirous to avail Long Term Open Access in accordance with Assam Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulation, 2024 and Electricity Act, 2003 to the Transmission System of AEGCL.

And whereas Open Access shall be allowed by AEGCL to the Long Term Open Access Customer in accordance with Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation 2024 and Electricity Act 2003.

And whereas the Long Term Open Access Customer as herein described requires to avail Long Term Open Access through the Transmission system of the AEGCL as per details described below :

**INJECTING UTILITY**

- Name
- Location
- Concerned DISCOM Area
- Capacity (MW)

**DRAWEE UTILITY**

Name

Location

Concerned DISCOM Area

Capacity (MW)

Date from which the open access is required :

And whereas in accordance with the system studies carried out by AEGCL the following additional transmission line is required as a dedicated transmission line and strengthening scheme to facilitate long term open access:

- i) (Name of Dedicated transmission system)
- ii) (Name of System strengthening scheme).

And whereas Long Term Open Access Customer has requested AEGCL to construct, own, operate and maintain the above dedicated Transmission line and System strengthening Scheme to be used for open access for the Long Term Open Access (LTOA) Customer.

And whereas AEGCL has agreed to construct, own, operate and maintain the aforesaid dedicated transmission lines and system strengthening scheme at the cost of LTOA.

And whereas Long Term Open Access Customer has agreed to pay all the open access charges of AEGCL for the use of its Transmission System (of AEGCL) and Distribution system of DISCOM as per Regulation 16 of AERC (Terms and Conditions for Open Access) Regulation, 2018 including that of system strengthening scheme as above and any addition thereof.

And whereas Long Term Open Access Customer has also agreed to pay full Transmission charges for the dedicated Transmission System as mentioned above to AEGCL.

And whereas it has become incumbent upon both the parties to enter into Transmission Service Agreement (TSA) as envisaged under the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018.

And whereas the Long term open access customer is desirous of wheeling its power to its consumers through an open access and also through the dedicated system mentioned above on the same terms and conditions as contained in the Guidelines for Open Access and the Application for grant of Long Term Open Access.

Words and expression used and defined in the TSA shall have the same meaning assigned to them under the Electricity Act 2003 or Assam Electricity Grid Code or Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2018 as the case may be.

Now, therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and the Guidelines for Open Access by LTOA customers and the Application for grant of LTOA attached hereto as Annexure I & II respectively which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows :

- 1.0 (a) Long term open access customer shall pay all the Open Access charges of AEGCL transmission system including charges for system strengthening scheme as above.
- (b) Long-Term open access customer would provide irrevocable Bank Guarantee (BG) in favour of AEGCL, equivalent to two calendar months open access charges in full applicable to the Long-Term Open Access Customer. The Bank Guarantee, as the case may be shall be encashable at Guwahati. Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed by the Long Term Open Access Customer from time to time till the expiry of the open access transaction.



- (c) The Open Access charges would be reviewed from time to time and accordingly the amount of security shall be enhanced /reduced for long-term open access customers.
  - (d) In case the long term open access customer defaults in payment of the monthly charges of AEGCL bills then, AEGCL shall be entitled to encash/ invoke the BG immediately.
  - (e) In case of encashment of the invocation of BG by AEGCL against non-payment of monthly charges by long-term open access customer, the same should be immediately replenished/recouped by long-term open access customers before the next billing cycle.
  - (f) The format for bank guarantee is enclosed as Annexure-III. The Bank Guarantee shall be issued by
    - i) A Public Sector Bank or
    - ii) Scheduled Bank encashable at Guwahati
  - (g) In the case of the dedicated transmission system and system strengthening scheme to be taken up by AEGCL, all cost up to construction/commissioning of the said system should be borne by the Long Term Open Access customer.
- 2.0 Long term open access customer shall in addition pay full Open Access charges for the dedicated transmission system of AEGCL as mentioned above to be exclusively used for the open access for the Long term open access customer.
- 3.0 AEGCL agrees to provide Long Term Open Access required by Long Term Open Access customer as per the details mentioned above and in accordance with the provisions under the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations 2018 as amended from time to time and conditions as specified by the AERC from time to time.
- 4.0 The Long Term Open Access customer shall not relinquish or transfer its rights and obligations specified in the Transmission Capacity Access Agreement (TSA)

without prior approval of AEGCL and AERC and subject to payment of compensation, as may be determined by the AERC.

- 5.0 All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved amicably between the parties and in the event of failure to resolve amicably within a period of two months, the dispute shall be referred to AERC for resolution of the dispute so referred. Neither party to this agreement shall be entitled to take recourse to any Civil Court at any time before approaching the AERC.
- 6.0 This Agreement shall be subject to the Electricity Act, 2003, all relevant regulations, codes, rules, orders and policies as in force from time to time.
- 7.0 This Agreement shall be valid for a period of exceeding 7 years from the date of signing of this Agreement based on the tenure of transaction mentioned in Long Term Open Access application.
- 8.0 This agreement shall be deemed to have been executed at Guwahati, Assam for all intents and purposes.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

- 1. For and on behalf of
- 2. ASSAM ELECTRICITY GRID CORPORATION LIMITED
- For and on behalf of  
-----
- 1.
- 2.

**WHEELING AGREEMENT  
BETWEEN  
(ASSAM POWER DISTRIBUTION COMPANY LIMITED)  
AND  
APPLICANT (OPEN ACCESS CUSTOMER/LICENSEE/ANY PERSON)**

This Distribution Wheeling Agreement (WA) entered into on the .....day of ..... between (APDCL) Assam Power Distribution Company Limited incorporated under the Companies Act, 1956 and having its Registered Office at .....Bijulee Bhawan, Paltanbazar, Guwahati-01.....(hereinafter called “----CO” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as a party of the first part; and (name, address etc.) a Long Term Open Access Customer ..... (Hereinafter called “Long term Open Access Customer” which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as a party of the second part;

And Whereas the Long Term Open Access Customer is a generating company/Licensee/ Customer and is desirous to avail Long Term Open Access in accordance with Assam Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulation, 2018 and Electricity Act, 2003 to the Distribution System of ----CO.

And whereas Open Access shall be allowed by ----CO to the Long Term Open Access Customer in accordance with Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018 and Electricity Act, 2003.

And whereas the Long Term Open Access Customer as herein described requires to avail Long Term Open Access through the distribution system of the ----CO as per details described below:

Name of Customer :  
Location :  
Name of Injection Utility :

Concerned DISCOM Area:  
Capacity (MW) :  
Drawee Utility :

Name :  
Location :  
Concerned DISCOM Area :  
Capacity (MW) :

Date from which the open access is required:

And Whereas in accordance with the system studies carried out by -----CO following additional distribution system is required as a dedicated distribution system and/or strengthening scheme to facilitate long term open access:

- i) (Name of Dedicated distribution system)
- ii) (Name of System strengthening scheme).

And whereas Long Term Open Access Customer has requested -----CO to construct, own, operate and maintain the above dedicated distribution system and system strengthening scheme to be used for open access for the Long Term Open Access Customer.

And Whereas -----CO has agreed to construct, own, operate and maintain the aforesaid dedicated distribution system and system strengthening scheme.

And Whereas for construction and commissioning of the aforesaid dedicated distribution system and system strengthening scheme, the long term open access customer shall execute an Implementation Agreement (IA) with -----CO containing the details terms and conditions for construction/commission thereof.

And Whereas Long Term Open Access Customer has agreed to pay all the open access charges of -----CO for the use of its distribution system -----CO as per Regulation 16 of AERC (Terms and Conditions for Open Access) Regulation, 2018 including that of system strengthening scheme as above and any addition thereof.

And Whereas Long Term Open Access Customer has also agreed to pay full wheeling charges for the dedicated distribution system as mentioned above to -----CO.

And Whereas it has become incumbent upon both the parties to enter into Distribution Wheeling Agreement as envisaged under the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018.

And Whereas the Long term open access customer is desirous of wheeling its power to its consumers through an open access and/or through the dedicated system mentioned above on the same terms and conditions as contained in the Guidelines for Open Access and the Application for grant of Long Term Open Access.

Words and expression used and defined in the WA shall have the same meaning assigned to them under the Electricity Act, 2003 or Assam Electricity Grid Code or Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018 as the case may be.

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and the Guidelines for Open Access by LTOA customers and the Application for grant of LTOA attached hereto as Annexure I & II respectively which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows:

- 1.0 (a) Long term open access customer shall pay all the Open Access charges of ----- CO distribution system including charges for system strengthening scheme as above.
- (b) Long-Term open access customer would provide security in the form of irrevocable Bank Guarantee (BG) in favour of -----CO, equivalent to two calendar months open access charges in full applicable to the Long-Term Open Access Customer. The Bank Guarantee as the case may be shall be encashable at ----- . Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed by the Long Term Open Access Customer from time to time till the expiry of the open access transaction.
- (c) The Open Access charges would be reviewed from time to time and accordingly the amount of security shall be enhanced/ reduced for long-term open access customers.

- (d) In case the long term open access customer defaults in payment of the monthly charges of -----CO bills then, -----CO shall be entitled to encash /invoke the BG immediately.
  - (e) In case of encashment of the invocation of BG by -----CO against non-payment of monthly charges by long-term open access customer, the same should be immediately replenished/recouped by Long-term open access customers before the next billing cycle.
  - (f) The format for bank guarantee is enclosed as Annexure-III. The Bank Guarantee shall be issued by
    - i) A Public Sector Bank or
    - ii) Scheduled Bank encashable at -----
  - (g) In the case of the dedicated distribution system and system strengthening scheme to be taken up by -----CO, all cost till construction/ commissioning of the said system should be born by the Long Term Open Access customer .
- 2.0 Long term open access customer shall in addition pay full Open Access charges for the dedicated transmission system of -----CO as mentioned above to be exclusively used for the open access for the Long term open access customer.
- 3.0 -----CO agrees to provide Long Term Open Access required by Long Term Open Access customer as per the details mentioned above and in accordance with the provisions under the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018 as amended from time to time and conditions as specified by the AERC from time to time.
- 4.0 The Long Term Open Access customer shall not relinquish or transfer its rights and obligations specified in the Distribution Wheeling Agreement (WA) and the Implementation Agreement (IA), with out prior approval of -----CO and AERC and subject to payment of compensation, as may be determined by the AERC.
- 5.0 All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved amicably between the parties and in the event of failure

to resolve amicably within a period of two months, the dispute shall be referred to AERC for resolution of the dispute so referred. Neither party to this agreement shall be entitled to take recourse to any Civil Court at any time before approaching the AERC.

- 6.0 This Agreement shall be subject to the Electricity Act, 2003, all regulations, codes, rules, orders and policies as in force from time to time.
- 7.0 This Agreement shall be valid for 7 years or more from the date of signing of this Agreement based on the tenure of transaction mentioned in Long Term Open Access application.
- 8.0 This agreement shall be deemed to have been executed at -----, HO, Guwahati for all intents and purposes.
- 9.0 In any case the consumer load ( DISCOM & Exchange) cannot be allowed more than the contract demand

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

- 1. For and on behalf of
- 2. -----CO  
For and on behalf of
- 1. -----
- 2.

**APPLICATION FOR GRANT OF MEDIUM-TERM OPEN ACCESS**

**(To be submitted by Medium Term Open Access Customer)**

1. Name the Applicant:
2. Address for Correspondence:
3. **Contact Details:**
  - 3.1. Prime Contact Person :
    - i.Name:
    - ii. Designation:
    - iii. Phone No.:
    - iv. E-mail:
  - 3.2. Alternate Contact Person:
    - i.Name:
    - ii. Designation:
    - iii. Phone No.:
    - iv. E-mail:

**4. Nature of the Applicant (Tick the relevant boxes)**

<b>Seller/ Generator</b>	<b>Buyer/ Beneficiary</b>
State Owned Generating Station	Distribution Licensee
IPP	Deemed Distribution Licensee
CPP	Full Open Access Customer
Co-gen	
NRSE/ Renewable	
Non-Renewable	

**5. Details for Medium Term Open Access (MTOA)**

- i. Quantum (MW) for which MTOA required:
- ii. Date from which MTOA required:  
(not earlier than 5 months and not later than 1 year from the last day of the month in which application has been received)
- iii. Date upto which MTOA required:  
(3 months to 5 years from the date from which MTOA is required)



- iv. Name (s) of the injecting utility:
    - a) Point(s) of injection of power:
    - b) Quantum:
    - c) Voltage level of Distribution substation:  
(Nearest 33/11 kV Substations and Ownership)
    - d) Voltage level of the EHV Substation:  
(Nearest EHV Substation and Ownership of EHV substation)
  - v. Name (s) of drawee utility:
    - a) Point(s) of drawl of power:
    - b) Quantum:
    - c) Voltage level of the EHV substation:  
(Nearest EHV Substation and Ownership of EHV substation)
    - d) Voltage level of Distribution substation:  
(Nearest 33/11 kV Substation and Ownership)
  - vi. Electrical connectivity diagram of the EHV sub-Station/ Distribution substation where the power is to be injected and drawn:
6. Expected date of commencement of Open Access:
7. **In case of surplus power:**
- i. Daily period of transaction:
  - ii. Details of Allocation of power from each Beneficiary/generator:
  - iii. MOU/Agreement of surplus power availability:
8. **In case of Generating Station:**
- i. Name of the promoter:
  - ii. Generation capacity:
  - iii. Location of the Generation plant:
  - iv. **COD Date and Time:**
  - v. No. of Units & Capacity of each unit:
  - vi. Type of fuel:
  - vii. Base load station or peaking load station:
  - viii. If peaking load, then what is the estimated hours of running:

- ix. If it is a hydro plant, then whether it is –Run of the river/Reservoir/Multipurpose/Pump storage:
  - x. MU generation in a year in case of Hydro plant:
  - xi. Specify the step-up generation Voltage –400 KV or 220 KV or any other voltage:
  - xii. Whether it is an identified project of CEA:
  - xiii. Is it a captive power plant (Yes/No):  
If Yes, details of utilization
  - xiv. Status of the Project: Existing/ Extension of existing Project/ New project:
  - xv. Unit wise capacity and commissioning schedule    Capacity (MW) Commissioning Schedule  
Unit-I        :  
Unit-II        :  
Unit-III       :  
Unit-IV        :
  - xvi. Name(s) of the beneficiaries and their allocation of power    :
9. Status of various clearances for the generation project :
- i. Land acquisition:
  - ii. Fuel agreement:
  - iii. Environment and forest clearance:  
(Consent to establish unit wise rated capacity from state Pollution Control Board)
  - iv. **TEC/ PTCC clearance**, wherever required:
  - v. Power purchase agreement with beneficiaries:
10. PAN Number issued by Income Tax Department:
11. **Details of Non-Refundable Application Fee:**

Bank Details	Instrument Details			Amount (Rs.)
	Type (Draft/Cash)	Reference No.	Date	

12. **Details of Bank Guarantee**

<b>Bank Details</b>	<b>Instrument Details</b>			<b>Amount(Rs.)</b>
	<b>Type (Draft/Cash)</b>	<b>Reference No.</b>	<b>Period of validity</b>	

It is hereby certified that the applicant unequivocally confirms to the terms and conditions and has fully understood the guidelines issued for medium term open access. A confirmation to this effect is enclosed herewith at **Annexure-I** for ready reference.

**Authorized Signatory**

**On Behalf of -Medium Open Access Customer**

**Name:**

**Designation:**

**Seal:**

**Place:**

**Date:**

**Enclosures:**

- (1) Receipt of Non-refundable application fee.**
- (2) Copy of Bank guarantee.**
- (3) Self-certified copy of PPA/PSA/MoU entered between the parties (buyer and seller) of transaction stating contracted power, period of transaction, drawal pattern, point(s) of injection and drawal etc.**
- (4) If any other**



## FORMAT-MT2

### Intimation for grant of Medium Term Open Access (MTOA)

- 1 Intimation No.  
Date :
- 2 Ref. Application No.  
Date :
- 3 Name of the Applicant
- 4 Address for Correspondence
- 5 Nature of the Applicant  
Normal Generator (other than captive)  
Captive Generator  
Bulk Consumer  
Electricity Trader  
Distribution Licensee
- 6 **Details for Medium Term Open Access (MTOA)**
  - 6a Quantum (MW) for which MTOA is granted
  - 6b Date from which MTOA is granted
  - 6c Date upto which MTOA is granted
- 7 Injection of Power  
Entity  
State/Region  
Quantum  
Connectivity with the Grid
- 8 Drawal of Power  
Entity  
State/Region  
Quantum  
Connectivity with the Grid
- 9 Transmission Charges Applicable

Authorised Signatory

**FORMAT- MT3**  
**APPROVAL FOR MEDIUM-TERM OPEN ACCESS**  
*(to be issued by STU)*

Ref: STU Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

To : \_\_\_\_\_ ( Name and Address of Customer)

1	Customer Application No.	< as provided by customer on Format LT1 >	Date	
2	Customer Name			
3	Nature of Customer*	< seller/buyer/captive user/trader (on behalf of seller/buyer/captive user) >		
4	Trading License No. & Type	< if trader >	Valid up to	

<\* In terms of power transfer>

5	Period of Open Access Approved for			
6	Date/Month of Commencement of Open Access			
7	Details of Open Access			
		Date		Capacity
		From	To	MW*

< MW\* at point of injection >

8	Nature of Requirement for Grant of Open Access			
	Electricity System Strengthening is Involved (Yes*/No)			

< \* In case if 'Yes' i.e. system strengthening is involved, enclose preliminary report duly signed on each page >

9	Details of Transaction Party's to Grid	Injecting Entity	Drawee Entity
	Name of Entity		
	Status of Entity*		
	Utility in which it is Embedded		

< \* In terms of ownership- State Utility/CPP/IPP/ ISGS/Discom/Consumer/specify, if any other >

10	Involvement of Grid System during Transaction	Injecting Entity	Drawee Entity
	(a) Intra-State Transmission Network (Yes/No)		
	(b) Intra-State Distribution Network (Yes/No)		
	(c) Inter-State Transmission Network (Yes/No)	< if any >	

11	Details of Injecting/Drawee Connectivity with intra-State System	Injecting Entity	Drawee Entity
	Name of Sub-station	Transmission	
		Distribution	
	Voltage Level	Transmission	
		Distribution	
	Name of Licensee (Owner of S/S)		
	Intervening intra-State Licensee		
	Intervening inter-State Licensee		

< Distribution license, if required, may treat interface periphery as its connectivity points >

12	Details of Final Beneficiary ( to whom Power is to be Transmitted and/or Wheeled)	
	(1) Name of Person/Entity	
	(2) Address of Person/Entity	
	(3) Utility in which it is Embedded	
	(4) Allocation of Power (MW)	
	(5) Place of Installation to be Benefited	< in case other than distribution licensee >
	(6) Name of Distribution Licensee	<in case beneficiary is consumer of distribution licensee>

13	Other information as notified by STU on its web-site

**General Information**

14	Registered Address	< as provided by customer on Format LT1 >
----	--------------------	---

15	Authorised Person(s)	
	(a) Prime Contact Details for the Purpose of Correspondences	
	Name	
	Designation	
	Phone No.	
	E-Mail	
	(b) Alternate Contact Details	
	Name	
	Designation	
	Phone No.	
	E-Mail	

16. The grant of medium-term open access for use of intra-State system for transmission and/or wheeling of capacity is vide Nodal STU Approval No. \_\_\_\_\_ dated \_\_\_\_ subject to following conditions:
  - (a) \_\_\_\_\_
  - (b) \_\_\_\_\_
17. The preliminary report with reference to said transmission and/or wheeling capacity allotment in intra-State system is enclosed herewith. < only in case if system strengthening is involved >
18. The terms and conditions for said transmission and/or wheeling capacity allotment through Medium term open access shall be as per Bulk Power Transmission Service Agreement (TSA) and/or Bulk Power Wheeling Agreement (WA), the draft(s) of which is/are enclosed herewith. You are requested to execute the TSA and/or WA with concerned transmission licensee and/or distribution licensee within \_\_\_\_ days from the date of this allotment letter.
19. The said approval of transmission and/or wheeling capacity for use of intra-State system through medium-term open access is subject to AERC (Terms and Conditions for Open Access) Regulations, 2024 along with “Procedure for Medium-Term Open Access” and any other relevant regulation/order/code, as the case may be, as amended and applicable from time to time.
20. Deviation Settlement Mechanism shall be applicable as per relevant AERC regulations along with approved detailed procedure and its amendments from time to time.
21. The Reactive Energy Charges shall be governed by the relevant Regulations applicable within the State.

Place:

Date:

Signature (with stamp)

Name & Designation

**Enclosure**

- (1) TSA and/or WA
- (2) Preliminary Report (if applicable)
- (3) If any other

**Copy to along with preliminary report and other relevant enclosures**

- (1) Managing Director of any other transmission licensee involved in transaction.
- (2) Managing Director of distribution licensee involved in transaction.
- (3) State Load Despatch Centre.
- (4) Any other concerned.

**PROFORMA FOR BANK GUARANTEE FOR MEDIUM TERM  
OPEN ACCESS**

**(To be stamped in accordance with Stamp Act)**

Ref .....

Bank Guarantee No.

Dated

To

M/s. Assam Electricity Gird Corporation Ltd.,  
\_\_\_\_\_

Dear Sirs,

In consideration of the Assam Electricity Gird Corporation Ltd. (hereinafter referred to as the AEGCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having reserved the transmission capacity and agreed to provide Medium Tem Open access in accordance with the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018 to the transmission system comprising of the power system of \_\_\_\_\_ and \_\_\_\_\_ for use by M/s. \_\_\_\_\_ for \_\_\_\_\_ period \_\_\_\_\_ (hereinafter referred to as the Medium Term Open Access Customer which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Transmission Service Agreement (TSA) and whereas the said TSA has been unequivocally accepted by the Medium Term Open Access Customer and the Long Tem Open Access Customer having agreed to provide a Bank Guarantee in favour of the AEGCL as payment security mechanism to bear the full Open Access charges of AEGCL Transmission system in respect of the allotted/reserved transmission capacity amounting to Rs. \_\_\_\_\_ for a period of \_\_\_\_\_.

And whereas \_\_\_\_\_ Bank, a body incorporated under the \_\_\_\_\_ law, having its branch office at Guwahati and its Registered/Head Office at \_\_\_\_\_ hereinafter referred to as the 'Bank' which expression shall



unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns do hereby guarantee and undertake to pay AEGCL on its first written demand at the branch of the bank located at Guwahati any and all amount payable by the Medium Term Customer in respect of the said allotted/reserved Transmission Capacity without any demur, reservation, contest recourse or protest and/or without any reference to the Medium Term Customer. Any such demand made by AEGCL on specified branch of the bank located at Guwahati shall be conclusive and binding on the Bank notwithstanding any difference between AEGCL and the Medium Term Open Access Customer or any dispute/contemplated or pending before any Court Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the AEGCL and further agrees that the guarantee herein contained shall continue to be enforceable till the AEGCL discharges this guarantee. The Bank further agrees that the payment on invocation of the guarantee will be payable through its branch located at Guwahati. The decision of the AEGCL declaring the Medium Term Open Access Customer to be in payment default as aforesaid shall be final and binding on the Bank.

The AEGCL shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or any right which they might have against the Medium Term Open Access Customer and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied between AEGCL and the Medium Term Open Access Customer or any other course or remedy or security available to AEGCL. The Bank shall not be released of its obligations under these presents by any exercise by AEGCL or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of AEGCL or any other indulgences shown by AEGCL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also hereby agrees that notwithstanding any change in the name or constitution of either the AEGCL or the Medium Term Open Access Customer, the liability of Bank under these presents shall remain unaltered and the Bank shall be

liable to discharge its obligation to AEGCL under these presents without any demur or reservation.

The guarantee herein contained shall be irrevocable and unequivocal and the AEGCL shall be at liberty to demand on the Bank the amount guaranteed herein at any time during its currency.

The Bank also agrees that AEGCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Medium Term Open Access Customer and notwithstanding any security or other guarantee AEGCL may have in relation to the Medium Term Open Access Customer's liabilities.

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs. \_\_\_\_\_ and if shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year) as may be desired by the Medium Term Open Access Customer on whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this ..... day of .....20 ..... at

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

(Signature)

(Name)

(Designation with Bank Stamp)

**WHEELING AGREEMENT  
BETWEEN  
(ASSAM POWER DISTRIBUTION COMPANY LIMITED)  
AND  
APPLICANT (OPEN ACCESS CUSTOMER/LICENSEE/ANY PERSON)**

This Distribution Wheeling Agreement (WA) entered into on the .....day of ..... between (APDCL) Assam Power Distribution Company Limited incorporated under the Companies Act, 1956 and having its Registered Office at .....Bijulee Bhawan, Paltanbazar, Guwahati-01.....(hereinafter called “----CO” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as a party of the first part; and (name, address etc.) a Medium Term Open Access Customer ..... (Hereinafter called “Medium term Open Access Customer” which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as a party of the second part;

And Whereas the Medium Term Open Access Customer is a generating company/Licensee/ Customer and is desirous to avail Medium Term Open Access in accordance with Assam Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulation, 2018 and Electricity Act, 2003 to the Distribution System of ----CO.

And whereas Open Access shall be allowed by ----CO to the Medium Term Open Access Customer in accordance with Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018 and Electricity Act, 2003.

And whereas the Medium Term Open Access Customer as herein described requires to avail Medium Term Open Access through the distribution system of the ----CO as per details described below:

Name of Customer :  
Location :  
Name of Injection Utility :

Concerned DISCOM Area:  
Capacity (MW) :  
Drawee Utility :

Name :  
Location :  
Concerned DISCOM Area :  
Capacity (MW) :

Date from which the open access is required:

And Whereas in accordance with the system studies carried out by -----CO following additional distribution system is required as a dedicated distribution system and/or strengthening scheme to facilitate Medium term open access:

- i) (Name of Dedicated distribution system)
- ii) (Name of System strengthening scheme).

And whereas Medium Term Open Access Customer has requested -----CO to construct, own, operate and maintain the above dedicated distribution system and system strengthening scheme to be used for open access for the Medium Term Open Access Customer.

And Whereas -----CO has agreed to construct, own, operate and maintain the aforesaid dedicated distribution system and system strengthening scheme.

And Whereas Medium Term Open Access Customer has agreed to pay all the open access charges of -----CO for the use of its distribution system -----CO as per Regulation 16 of AERC (Terms and Conditions for Open Access) Regulation, 2018 including that of system strengthening scheme as above and any addition thereof.

And Whereas Medium Term Open Access Customer has also agreed to pay full wheeling charges for the dedicated distribution system as mentioned above to -----CO.

And Whereas it has become incumbent upon both the parties to enter into Distribution Wheeling Agreement as envisaged under the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018.

And Whereas the Medium term open access customer is desirous of wheeling its power to its consumers through an open access and/or through the dedicated system mentioned above on

the same terms and conditions as contained in the Guidelines for Open Access and the Application for grant of Medium Term Open Access.

Words and expression used and defined in the WA shall have the same meaning assigned to them under the Electricity Act, 2003 or Assam Electricity Grid Code or Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018 as the case may be.

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and the Guidelines for Open Access by MTOA customers and the Application for grant of MTOA attached hereto as Annexure I & II respectively which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows:

- 1.0 (a) Medium term open access customer shall pay all the Open Access charges of ---CO distribution system including charges for system strengthening scheme as above.
- (b) Medium-Term open access customer would provide security in the form of irrevocable Bank Guarantee (BG) in favour of -----CO, equivalent to two calendar months open access charges in full applicable to the Long-Term Open Access Customer. The Bank Guarantee as the case may be shall be encashable at ----- . Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed by the Medium Term Open Access Customer from time to time till the expiry of the open access transaction.
- (c) The Open Access charges would be reviewed from time to time and accordingly the amount of security shall be enhanced/ reduced for medium-term open access customers.
- (d) Incase the Medium term open access customer defaults in payment of the monthly charges of -----CO bills then, -----CO shall be entitled to encash /invoke the FDR/BG immediately.

- (e) In case of encashment of the FDR/invocation of BG by -----CO against non-payment of monthly charges by medium-term open access customer, the same should be immediately replenished/recouped by Medium-term open access customers before the next billing cycle.
- (f) The format for bank guarantee is enclosed as Annexure-III. The Bank Guarantee shall be issued by
  - i) A Public Sector Bank or
  - ii) Scheduled Bank  
encashable at -----
- (g) In the case of the dedicated distribution system and system strengthening scheme to be taken up by -----CO, all cost should be borne by the Medium Term Open Access customer.

2.0 Medium term open access customer shall in addition pay full Open Access charges for the dedicated transmission system of -----CO as mentioned above to be exclusively used for the open access for the Long term open access customer.

3.0 -----CO agrees to provide Medium Term Open Access required by Medium Term Open Access customer as per the details mentioned above and in accordance with the provisions under the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018 as amended from time to time and conditions as specified by the AERC from time to time.

4.0 The Medium Term Open Access customer shall not relinquish or transfer its rights and obligations specified in the Distribution Wheeling Agreement (WA) without prior approval of -----CO and AERC and subject to payment of compensation, as may be determined by the AERC.

5.0 All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved amicably between the parties and in the event of failure to resolve amicably within a period of two months, the dispute shall be referred to

AERC for resolution of the dispute so referred. Neither party to this agreement shall be entitled to take recourse to any Civil Court at any time before approaching the AERC.

- 6.0 This Agreement shall be subject to the Electricity Act, 2003, all regulations, codes, rules, orders and policies as in force from time to time.
- 7.0 This Agreement shall be valid for 3 months and up to 5 years from the date of signing of this Agreement based on the tenure of transaction mentioned in Medium Term Open Access application.
- 8.0 This agreement shall be deemed to have been executed at -----, HO, Guwahati for all intents and purposes.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

- 1. For and on behalf of
- 2. -----CO
- For and on behalf of
- 1. -----
- 2.

**TRANSMISSION SERVICE AGREEMENT  
BETWEEN**

.....

**AND  
ASSAM ELECTRICITY GRID CORPORATION LIMITED**

This Transmission Service Agreement (TSA) entered into on the .....day of .....two thousand..... between Assam Electricity Grid Corporation Limited incorporated under the Companies Act, 1956 and having its Registered Office at Bijulee Bhawan, Paltanbazar, Guwahati-781001 (hereinafter called “AEGCL” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as a party of the first part; and (name, address etc.) ..... a Medium Term Open Access Customer ..... (hereinafter called “Medium term Open Access Customer” which expression shall unless repugnant to the context or meaning thereof include its successors, and assigns) as a party of the second part;.

And whereas the Medium Term Open Access Customer is a generating company/Licensee/ Customer is desirous to avail Medium Term Open Access in accordance with Assam Electricity Regulatory Commission (Terms & Conditions for Open Access) Regulation, 2018 and Electricity Act, 2003 to the Transmission System of AEGCL.

And whereas Open Access shall be allowed by AEGCL to the Medium Term Open Access Customer in accordance with Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation 2018 and Electricity Act 2003.

And whereas the Medium Term Open Access Customer as herein described requires to avail Medium Term Open Access through the Transmission system of the AEGCL as per details described below :

**INJECTING UTILITY**

- Name
- Location
- Concerned DISCOM Area
- Capacity (MW)



**DRAWEE UTILITY**

Name

Location

Concerned DISCOM Area

Capacity (MW)

Date from which the open access is required :

And whereas in accordance with the system studies carried out by AEGCL the following additional transmission line is required as a dedicated transmission line and strengthening scheme to facilitate medium term open access:

- i) (Name of Dedicated transmission system)
- ii) (Name of System strengthening scheme).

And whereas Medium Term Open Access Customer has requested AEGCL to construct, own, operate and maintain the above dedicated Transmission line and System strengthening Scheme to be used for open access for the Medium Term Open Access (MTOA) Customer.

And whereas AEGCL has agreed to construct, own, operate and maintain the aforesaid dedicated transmission lines and system strengthening scheme at the cost of MTOA.

And whereas Medium Term Open Access Customer has agreed to pay all the open access charges of AEGCL for the use of its Transmission System (of AEGCL) and Distribution system of DISCOM as per Regulation 16 of AERC (Terms and Conditions for Open Access) Regulation, 2018 including that of system strengthening scheme as above and any addition thereof.

And whereas Medium Term Open Access Customer has also agreed to pay full Transmission charges for the dedicated Transmission System as mentioned above to AEGCL.

And whereas it has become incumbent upon both the parties to enter into Transmission Service Agreement (TSA) as envisaged under the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulation, 2018.

And whereas the Long term open access customer is desirous of wheeling its power to its consumers through an open access and also through the dedicated system mentioned above on the same terms and conditions as contained in the Guidelines for Open Access and the Application for grant of Long Term Open Access.

Words and expression used and defined in the TSA shall have the same meaning assigned to them under the Electricity Act 2003 or Assam Electricity Grid Code or Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2018 as the case may be.

Now, therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and the Guidelines for Open Access by MTOA customers and the Application for grant of MTOA attached hereto as Annexure I & II respectively which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows :

- 1.0 (a) Medium term open access customer shall pay all the Open Access charges of AEGCL transmission system including charges for system strengthening scheme as above.
- (b) Medium-Term open access customer would provide irrevocable Bank Guarantee (BG) in favour of AEGCL, equivalent to two calendar months open access charges in full applicable to the Medium-Term Open Access Customer. The Bank Guarantee, as the case may be shall be encashable at Guwahati. Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed by the Medium Term Open Access Customer from time to time till the expiry of the open access transaction.

- (c) The Open Access charges would be reviewed from time to time and accordingly the amount of security shall be enhanced /reduced for Medium-term open access customers.
  - (d) In case the Medium term open access customer defaults in payment of the monthly charges of AEGCL bills then, AEGCL shall be entitled to encash/ invoke the BG immediately.
  - (e) In case of encashment of the invocation of BG by AEGCL against non-payment of monthly charges by Medium-term open access customer, the same should be immediately replenished/recouped by long-term open access customers before the next billing cycle.
  - (f) The format for bank guarantee is enclosed as Annexure-III. The Bank Guarantee shall be issued by
    - i) A Public Sector Bank or
    - ii) Scheduled Bank encashable at Guwahati
  - (g) In the case of the dedicated transmission system and system strengthening scheme to be taken up by AEGCL, all cost up to construction/commissioning of the said system should be borne by the Medium Term Open Access customer.
- 2.0 Medium term open access customer shall in addition pay full Open Access charges for the dedicated transmission system of AEGCL as mentioned above to be exclusively used for the open access for the Long term open access customer.
- 3.0 AEGCL agrees to provide Medium Term Open Access required by Long Term Open Access customer as per the details mentioned above and in accordance with the provisions under the Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations 2018 as amended from time to time and conditions as specified by the AERC from time to time.
- 4.0 The Medium Term Open Access customer shall not relinquish or transfer its rights and obligations specified in the Transmission Capacity Access Agreement (TSA)

without prior approval of AEGCL and AERC and subject to payment of compensation, as may be determined by the AERC.

- 5.0 All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved amicably between the parties and in the event of failure to resolve amicably within a period of two months, the dispute shall be referred to AERC for resolution of the dispute so referred. Neither party to this agreement shall be entitled to take recourse to any Civil Court at any time before approaching the AERC.
- 6.0 This Agreement shall be subject to the Electricity Act, 2003, all relevant regulations, codes, rules, orders and policies as in force from time to time.
- 7.0 This Agreement shall be valid for a period of 5 years from the date of signing of this Agreement based on the tenure of transaction mentioned in Medium Term Open Access application.
- 8.0 This agreement shall be deemed to have been executed at Guwahati, Assam for all intents and purposes.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

- 1. For and on behalf of
- 2. ASSAM ELECTRICITY GRID CORPORATION LIMITED
- For and on behalf of  
-----
- 1.
- 2.

**USER REGISTRATION WITH SLDC**

[In compliance to Clause 100 of AERC (Terms and Conditions for determination of Multi Year Tariff) Regulations 2024]

- 1. Name of the entity (in bold letters):**
- 2. Registered office address:**
- 3. User category (please tick whichever applicable)**

Generating Station (CEA Unique Registration No. for each unit)	
Seller	
Buyer	
Transmission License	
Distribution Licensee	
Trading License	
Power Exchange	
Battery Energy Storage system	
QCA/Aggregators	
Others	

- 4. User details:**

**CATEGORY-GENERATING STATION**

- i. Total Installed Capacity :
- ii. Maximum Contracted Capacity (MW) using InSTS:
- iii. Points of connection to the InSTS:

<b>S. No.</b>	<b>Point of connection</b>	<b>Voltage level (kV)</b>	<b>Number of Special Energy Meters (Main) installed at this location</b>

**CATEGORY–SELLER/BUYER/DISTRIBUTION LICENSEE**

- i. Maximum Contracted Capacity (MW) using InSTS:
- ii. Points of connection to the InSTS:

S. No.	Point of connection	Voltage level (kV)	Number of Special Energy Meters (Main) installed at this location

**CATEGORY–TRANSMISSION LICENSEE (INTRA-STATE)**

**a. Sub-stations:**

S. No.	Sub-station Name	Number of Transformer	Total Transformation Capacity or Design MVA handling capacity if switching station

**b. Transmission lines:**

S. No.	Voltage Level (kV)	Number of Transmission lines	Total Circuit Kilometers

**CATEGORY (OTHERS): PLEASE SPECIFY DETAILS.**

**5. Contact person(s) details for matters related to SLDC:**

- i. Name:
- ii. Designation:
- iii. Landline Telephone No.:
- iv. Mobile No.:
- v. E-mail address:
- vi. Postal address:

**6. Other Details:**

- i. PAN No.:
- ii. GST No.:
- iii. Bank Account No.:
- iv. Bank Name and Address:
- v. MICR No:

The above information is true to the best of my knowledge and belief.

**Signature of Authorized Representative**  
**(not below the rank of Assistant General Manager or equivalent)**

**Name:**

**Designation:**

**Contact No:**

**Date:**

**Place:**

**Form II**

**CONSENT/NOC FOR OPEN ACCESS BY APDCL TO SLDC**

**APDCL**

Memo. No:

Date:

Reference No.

Date

Name of the applicant	
Account No	
Address of the applicant	
Open Access admissible during off peak hrs	
Open Access admissible during peak load hrs	
Period /Duration for Open access Consented From : (Date/Time)	
To: : (Date/Time)	
Consent Valid up to :	
Any other Specific Conditions for OA Consumer	

Authorized Signatory



**FORMAT -A**

Company Letter Head

Date:

**UNDERTAKING**

This is to certify that we have not entered into a Power Purchase Agreement or any bilateral agreement with more than one person for purchase of same quantum of power and for the same time for which open access is sought.

(Authorized Signatory)

**UNDERTAKING /AGREEMENT**  
**FOR SHORT TERM/LONG TERM/MEDIUM TERM OPEN ACCESS CUSTOMER**  
**(To be provided on a Stamp Paper attested by Notary)**

I Mr./Mrs.....(Designation) of the.....  
.....Company ((Which expression shall unless excluded by or repugnant to the context be deemed to include (Name of the Company)'s executors, administrators, successors, assignees and representatives)) do hereby solemnly affirm, declare and undertake the following:

1. That .....(Name of the Consumer) shall avail open access as per AERC (Terms & Conditions for Open Access) Regulations,2024 , and its amendments thereof and relevant approved Detailed Procedure
2. That .....(Name of the Consumer) will be regulated by AERC (Deviation Settlement Mechanism and Related Matters) Regulations,2024 , and its amendments thereof and relevant approved Detailed Procedure.
3. That .....(Name of the Consumer) understand that SLDC will compute the deviation charges and raise bill for the deviation on weekly/monthly basis as may be applicable.
4. That .....(Name of the Consumer) agree to submit Letter of Credit (LC) for the amount intimated by SLDC in line with the provisions of AERC (Deviation Settlement Mechanism and Related Matters) Regulations,2024 , and its amendments thereof and relevant approved Detailed Procedure.
5. That .....(Name of the Consumer) agree that if payments against the deviation charges are delayed beyond 10 (Ten) days from the date of issue of statement by the SLDC , .....(Name of the Company), as a state entity shall have to pay simple Interest @0.04 % for each day of delay as per the AERC (Deviation Settlement Mechanism and Related Matters) Regulations,2024 , and its amendments thereof and relevant approved Detailed Procedure. In case the payment is not made, the process to encash the LC shall be initiated and scheduling may be suspended as per the AERC (Deviation Settlement Mechanism and Related Matters) Regulations,2024 , and its amendments thereof and relevant approved Detailed Procedure.
3. That .....(Name of the Consumer) is acquainted with the relevant Rules and Regulations in this regard.
6. That .....(Name of the Consumer) Shall establish telemetry as well as meter data reporting through AMR system with SLDC. ....(Name of the Consumer) will be responsible to ensure healthiness of metering equipment during the period of schedule/injection of power.
7. That.....(Name of the Consumer) shall have suitable metering & communication equipment at the point of interconnections in order to establish real time data telemetry to SLDC so as to ensure accuracy & reliability of real time data. Based on the Single Line Diagram, SLDC will intimate about the data points that shall be telemetered. For this the guidelines on “ Interface Requirements” under the CERC(Communication system for inter-state transmission of electricity) Regulations,2017 or any other such regulation which may be effective from time to time may be

followed. On successful establishment of real time data telemetry, the data validation shall need to be performed by the customer with SLDC. The conformation on successful data validation shall need to be obtained by the customer from SLDC.

8. That.....(Name of the Company) Shall adhere to the existing regulations & as amended by AERC/ Appropriate Authority from time to time.

9. That.....(Name of the Company) Shall conform to the declaration of day ahead schedule properly to SLDC being an obligatory requirement, failing to which will lead to the consideration of zero schedule resulting full DSM penalty as per the procedure.

10. That.....(Name of the Company) Shall abide for the payment of the reactive energy charges in accordance with the provisions stipulated in the AERC (Terms & Conditions for Open Access) Regulation, 2024 & as amended from time to time.

11. That.....(Name of the Company) Shall adhere for the payment of Transmission Charges as per the tariff order and AERC (Terms & Conditions for Open Access) Regulation, 2024 and notified by AERC from time to time.

12. That.....(Name of the Company) Shall adhere for the payment of Scheduling & Operation charges of SLDC as per the tariff order and AERC (Terms & Conditions for Open Access) Regulation, 2024 and notified by AERC from time to time.

13. That.....(Name of the Company) shall conform to the Regulatory charges, Congestion charges & any other charges imposed by Central commission and/or State commission, in accordance with prevailing acts & policies, Electricity duty, etc. levied by the Central Government/State government/Appropriate Authority shall be payable by all the open access customers.

14. That.....(Name of the Company) shall establish a round the clock Control Center and shall be responsible for control of its Generation/Drawal. The Control Centre shall have facilities of internet connection and digital communication available for all the 24 hours.

15. That ..... (Name of the Company) shall never make any objection against this undertaking and this ..... agreement shall be binding upon.....(Name of the Company).

16. That ..... (Name of the Company) agree to bear any loss to SLDC/AEGCL incurred on account of misrepresentation/concealment of facts by me/us.

17. That ..... (Name of the Company) agree to make all payments associated with Open Access to the concerned office SLDC/STU/Dist. Licensees. In the event of non-payment of dues including Deviation Charges within the stipulated time, the SLDC/STU reserves the right to cancel the No Objection Certificate (NOC) for Open Access without any prior notice.

18. That ..... (Name of the Company) agree to provide the following declaration (Applicable only for consumers connected to Common Feeder)

- i. that the consumer shall follow maintenance schedule as per the instruction received from DISCOM/STU from time to time.
- ii. that in the event of unforeseen complications requiring the shutdown of common feeders, the consumer will not claim any compensation referring to financial losses.
- iii. that the consumer shall make upgradation of the existing energy meters wherever required including for the other consumers sharing the feeders as per AERC (Terms and Conditions for Open Access) Regulation, 2024 and clause no. 4 of the Detailed procedure at its own cost.
- iv. that the consumer shall install Main meter, Check meter, and Standby meter as per the specifications given by DISCOM/STU at both sending and receiving end. And if in worst cases if all the meters fail, will not claim any financial loss.
- v. that the consumer is willing to comply with the terms and conditions which may be laid down to avail open access from a captive power plant through a common/dedicated feeder.

19. That ..... (Name of the Company) shall abide by the State Grid Code, Distribution Code and all other Codes and Standards, DSM Regulations and other Regulations and Orders of the Commission/CERC, Detailed Procedures as applicable from time to time.

20. I/We..... further declare that the undersigned has the authority to give this declaration and undertaking on behalf of the Company.

21. This agreement/undertaking is irrevocable, until and unless any written consent provided by AEGCL/SLDC to revoke the undertaking.

That I do hereby swear that the above declarations/statements containing from point (1) to (21) are true and correct to the best of my knowledge & belief and it conceals nothing and that no part of this is false. In case the contents of this agreement/undertaking are found to be incorrect or false, I shall be liable for action under the relevant provisions of the laws.

Place:

Signature:

Date:

Name of the authorized person:

Designation of the authorized person:

Seal:

**Note: Copy of Board Resolution of Authorized Signatory/ Power of Attorney /Authorization Letter in respect of signing authority to be enclosed**