

**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*



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**Approved by**  
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## 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, herein referred to as “the Regulations” or “these 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 This procedure covers guidelines, terms and conditions and application formats for availing Long term/Medium Term open access for use of the Intra-State Transmission System(s) (InSTS) and/or Distribution System(s) of licensees in the State including when such systems are used in conjunction with the Inter-State Transmission System(s) (ISTS).
- 1.4 The Nodal Agency for grant of LTOA and MTOA shall be the STU i.e. Assam Electricity Grid Corporation Limited (AEGCL).
- 1.5 Subject to the provisions of these Regulations, Open Access shall be permissible to all Consumers having Contract Demand of 1MW and above only.
- 1.6 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.
- 1.7 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

- 1.8 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;
- 1.9 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 customer will not claim any compensation referring to financial losses. The consumer will have to accept the rostering restrictions imposed by STU/SLDC/Distribution Licensee and will not be liable to claim any compensation referring to financial losses.

- 1.10 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.
- 1.11 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, as per the clause 29 of the AERC (Terms and Conditions for Open Access Regulation, 2024 and procedure for Metering and Communication facility of this detailed procedure

## **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 23.3.
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 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. Subject to the provisions of these Regulations and system availability, a consumer, trading licensee, distribution licensee or a generating Company (including captive generating plants) who has applied for seeking open access as the case may be, shall be eligible for Open Access to the intra-State transmission system 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.
- 3.2. Subject to the provisions of these Regulations, Open Access shall be permissible to all Consumers having Contract Demand of 1 MW and above only.
- 3.3. 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;
- 3.4. 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.
- 3.5. MTOA shall be allowed if the resultant power flow can be accommodated in the existing transmission system and the distribution system.
- 3.6. 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,  
Email:**

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

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

- 3.7 SLDC/Transmission Licensee/Distribution Licensee reserves the right to deny open access to customers or withdraw it any time in case of not fulfilling any of the eligibility conditions like

payment defaults as per clause no. 34 of the AERC (terms and Conditions for Open Access) Regulation, 2024, etc or otherwise due to any technical/operational constraints. Reasons for such denial/withdrawal shall be immediately conveyed to the customer.

- 3.8 The open access customer shall obey the SLDC instructions; otherwise, necessary penalty shall be imposed as per the Electricity Act, 2003.
- 3.9 Applicants seeking Open Access under the provisions of the AERC (Terms and Conditions for Open Access) Regulations, 2024 (and any amendments thereof) must also apply for General Connectivity as per the AERC (Grant of Connectivity to the Intra-State Transmission System) Regulations, 2025, as applicable.

#### 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 <b>without augmentation</b> of transmission and/or distribution system</i>	40 days	i)40 days, if the open access is required within the system of same distribution licensee  ii) In all other cases, 120 days
b)	<i>For Intra-State Open Access <b>in case of augmentation</b> of transmission and/or distribution system required</i>	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.  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	

		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.	
	<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.	

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

5.1.1.1 Intra-State transmission system

5.1.1.2 Distribution system

5.1.2 Inter-se location of drawal and injection points

5.1.2.1 Both within the same distribution system

5.1.2.2 Within the State but in different distribution systems

5.1.2.3 In different States

5.1.3 Type of Customer

5.1.3.1 Embedded Open Access

5.1.3.2 Full Open Access

5.1.4 Duration of Open Access

- 5.1.4.1 Long term open access as defined in Regulation 3.1.37 of AERC (Terms and Conditions for Open Access) Regulations, 2024.
- 5.1.4.2 Medium-term open access as defined in Regulation 3.1.38 of AERC (Terms and Conditions for Open Access) Regulations, 2024.
- 5.1.5 Source of Electricity Supply
  - 5.1.5.1 Green Energy
  - 5.1.5.2 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** The application shall be accompanied by an undertaking of not having entered into Power purchase agreement (PPA) or any other bilateral agreement with more than one person for that capacity (quantum of power) and for the same time period for which open access is sought.
- 8.3** The applicant shall submit all other relevant formats as applicable. (Annexures may be referred as per Annexures and Formats of the Detailed procedure).

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

Notwithstanding anything contained in 8.5 and 8.6 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.

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

- 8.5.1** 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).
- 8.5.2** 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.
- 8.5.3** If the augmentation of Transmission System is required, the Applicant shall have to bear the cost for the same.
- 8.5.4** 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.
- 8.5.5** 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.

8.5.6 The application shall be accompanied by a non-refundable fee as specified in Regulation 10.4 (2) of AERC (Terms and Conditions for Open Access) Regulations, 2024.

8.5.7 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. 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.

8.5.8 The bank guarantee shall be kept valid and subsisting till

8.5.8.1 Operationalization of LTOA when augmentation of transmission system is not required.  
**OR**

8.5.8.2 The execution of the LTOA agreement, in the case when augmentation of transmission system is required.

8.5.9 The bank guarantee shall be returned to the applicant within 15 working days

8.5.9.1 of signing of the LTOA Agreement; **OR**

8.5.9.2 No consent to proceed by Applicant in case of augmentation for system strengthening. **OR**

8.5.9.3 of rejection of such application

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

8.5.10.1 if the application is withdrawn by the applicant at any stage; **OR**

8.5.10.2 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.

## **8.6 Processing of Application**

8.6.1 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.

8.6.2 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.



- 8.6.3 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.
- 8.6.4 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.
- 8.6.5 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.
- 8.6.6 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.
- 8.6.7 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 accompanied with fee as prescribed in Clause 11.2.4 of the AERC (Terms and condition for Open Access) Regulation, 2024, the State Nodal Agency, 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, shall provide No Objection Certificate (NOC) / prior standing clearance to the applicant and a No Objection Certificate (NOC) from the concerned Distribution Licensee in case the applicant is a consumer of Distribution Licensee. After approval of Open Access by CTU but before the commencement of the LTOA, the customer shall be required to complete activities as per the AERC (Terms and Conditions of Open Access) Regulation, 2024 and its detailed procedure.
- 8.6.8 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.
- 8.6.9 The applicant shall sign an agreement for LTOA with the STU in case LTOA is granted by the State Nodal Agency.
- 8.6.10 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.
- 8.6.11 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.
- 8.6.12 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.

- 8.6.13 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.

- 8.6.14 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.

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

- 8.7.1 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 9.3 and 9.4 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.
- 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). Email:
- 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 10.4 (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 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 accompanied with fee as prescribed in Clause 12.2.2 of the AERC (Terms and condition for Open Access) Regulation, 2024, the State Nodal Agency, 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, shall provide No Objection Certificate (NOC) / prior standing clearance to the applicant and a No Objection Certificate (NOC) from the concerned Distribution Licensee in case the applicant is a consumer of Distribution Licensee. After approval of Open Access by CTU but before the commencement of the MTOA, the customer shall be required to complete activities as per the AERC (Term s and Conditions of Open Access) Regulation, 2024 and its detailed procedure.
- 9.3.7 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.
- 9.3.8 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.
- 9.3.9 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.
- 9.3.10 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.
- 9.3.11 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.
- 9.3.12 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.

#### **9.4. 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.

10.1.2 A customer seeking LTOA/MTOA on interstate network in conjunction with intra state network shall submit application to the State Nodal Agency for issue of No Objection Certificate (NOC)/Concurrence.

#### **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 as per the Assam Electricity Regulatory Commission (Electricity Grid Code) Regulations, 2024 (its amendments thereof) and AERC (Terms and Conditions for Open Access) Regulations, 2024 (its amendments thereof) along with its Detailed Procedure, namely
  - a) Existence of infrastructure necessary for time-block-wise energy metering and accounting.
  - b) Availability of capacity in the distribution network, and
- ii. SLDC shall verify the following in co-ordination with STU as per the Assam Electricity Regulatory Commission (Electricity Grid Code) Regulations, 2024 (its amendments thereof) and AERC (Terms and Conditions for Open Access) Regulations, 2024 (its amendments thereof) along with its Detailed Procedure:
  - a) Availability of RTU and communication facility to transmit real- time and AMR 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 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 to the applicant by e-mail or by any other usually recognized mode of communication, as per the timeline provided in clause 10.4 of the AERC (T&C) Regulation, 2024 from the date of receipt of the application complete in all respect, along with reasons for such refusal.
- 10.2.6 Where the distribution licensee has not communicated to State Nodal Agency in the specified timelines, consent shall be deemed to have been granted.
- 10.2.7 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 II, III, IV and V.
- 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 Regulations, Deviation Settlement Mechanism Regulation and all the relevant regulation and there amendments from time to time.
- 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 and Communication Facility**

- 23.2.1 The Open access customer 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. In this connection, as per CEA (Technical Standards for Construction of Electric Plants and Lines), 2022 - Installation of Optical Ground Wire on Transmission Lines under Chapter IV, PART-A “SUBSTATIONS AND SWITCHYARDS (66 kV AND ABOVE)” Clause 48 , sub clause (5), mandates the provision of Optical Ground Wire, along with necessary terminal equipment, on transmission lines of voltage rating 110 kV and above for speech transmission, line protection, and data channels. Additionally, it specifies that the primary path for tele-protection should be on point-to-point Optical Ground Wire, with an alternative path on either Power Line Carrier Communication or predefined physically diversified Optical Ground Wire paths. Also, as per CEA (Cyber Security and Power Sector) guidelines 2021, article 1, clause a, subclause I, mandates having hard isolation of OT Systems from any internet facing IT systems. Therefore, as stipulated in the AERC

(Terms and Condition for Open Access), regulations 2024, irrespective of voltage level, necessary communication infrastructure shall be developed with Optical fibre up to the nearest wideband node for establishment of telemetry (Real time and AMR facilities).

- 23.2.2 The data from ABT Compliant Special Energy Meters (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.
- 23.2.3 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 Grid Sub-Station 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.
- 23.2.4 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.
- 23.2.5 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.
- 23.2.6 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.
- 23.2.7 The Meters shall be periodically tested and calibrated by STU / distribution licensee as per State Grid Code and norms of Central Electricity Authority.
- 23.2.8 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.

23.2.9 The Open Access customer shall install Main meter, Check meter, and Standby meter as per the specifications given by distribution licensee/STU at both sending and receiving end, and if in worst cases if all the meters fail, will not claim any financial loss.

23.2.10 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.

23.2.11 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. 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.

23.2.12 The open access customers, the facilities/equipment for communication/transfer of metering parameters to SLDC control room on real time basis through an independent channel is to be provided by them at their cost.

To communicate with SLDC, dedicated voice connectivity with SLDC control room shall be established at the cost of the customer.

### **23.3 Open Access through Common Feeder**

23.3.1 The open access consumers who seek open access through 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 Distribution 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 AERC (Terms and Conditions for Open Access) Regulation,2024 and this Detailed procedure at its own cost. In the event of unforeseen complications requiring the shutdown of common feeders, the consumers who are connected by common feeder will not claim any compensation referring to financial losses.

### 23.3.2

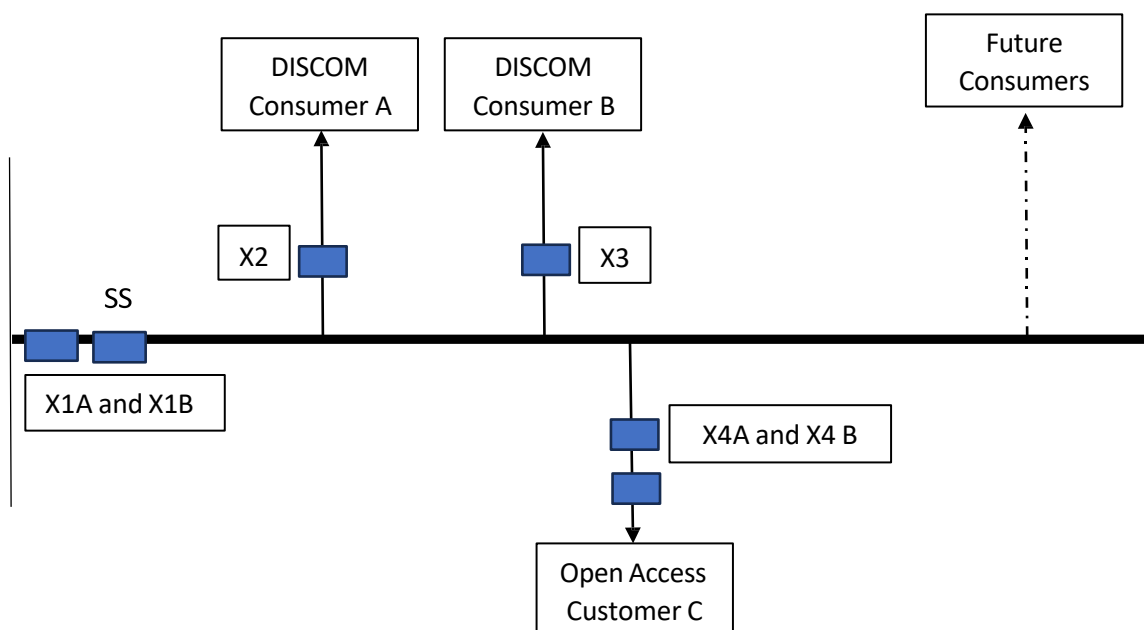


Figure 1: Mixed feeder arrangement (for illustration purpose only)

- X1A and X1B- ABT Compliant Special Energy Meters (SEM) (Standby 1 and 2) Installed at Grid/DISCOM Substation end
- X2- ABT Compliant Special Energy Meters (SEM) Installed at DISCOM Consumer (A) premise
- X3- ABT Compliant Special Energy Meters (SEM) Installed at DISCOM Consumer (B) premise
- X4A and X4B- ABT Compliant Special Energy Meters (SEM) (Main and Check) Installed at Open Access Customer (C) premise

23.3.3 Referring to the diagram above depicting the example, applicant (C) seeking open access on the common feeder shall make upgradation of the existing energy meters to Special Energy Meters (ABT Compliant Special Energy Meters (SEM)) as per clause

no. 3.4 of this Detailed procedure and clause no. 4.5 of AERC (Terms and Condition for Open Access), regulations 2024, installed at the premises of DISCOM Consumer (A) and (B) at its own cost including any other future or upcoming DISCOM consumers that may share the feeder.

- 23.3.4 If any one of meters connected to OA consumer (C), whether main or check meter goes out of order, immediately on detection, the consumer shall 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 shall not be allowed to continue. In case, both the meters installed at the OA consumer premise goes out of order, then Open Access shall remain suspended after detection of such defect, until the issue is resolved.
- 23.3.5 In the event of a fault or discrepancy in any one of the meters installed at the Substation premise (X1A or X1B), the consumer shall 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 shall not be allowed to continue. In case, both the meters installed at the substation premise (X1A and X1B) goes out of order, then SLDC reserves the right to suspend the NOC for the Open Access Consumer (C) to ensure the smooth operation of the energy accounting process.
- 23.3.6 The aforementioned example is for illustration purpose only. The metering arrangements may vary based on the site conditions. The Open Access consumer connected by common feeder are required to fulfil the criteria as determined by the STU/SLDC/DISCOM in accordance with AERC (Terms and Condition for Open Access), regulations 2024 along with this Detailed Procedure.
- 23.3.7 All Open Access consumers must comply with the specified terms and conditions of this Detailed procedure to ensure smooth energy accounting as well as system operations at the State Load Dispatch Centre (SLDC).

**23.4** The consumer seeking Open Access through common feeder has to provide an “Undertaking or declaration” on the following:

- a) that the consumer shall follow maintenance schedule as per the instruction received from DISCOM/STU from time to time.
- b) that in the event of unforeseen complications requiring the shutdown of common feeders, the consumer will not claim any compensation referring to financial losses.
- c) that the consumer 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.
- d) 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.
- e) 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.

## **23.5 Energy Losses**

### **23.5.1 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.

### **23.5.2 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.

## **23.6 Energy Accounting**

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

23.6.2 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.

23.6.3 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**

26.1 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 of the Regulation.

### **A. LTOA Customer who has availed open access rights for at least 7 years**

26.2 Notice of one (1) year — If such a Customer submits an application to the State Nodal Agency at least 1 (one) year prior to the date from which such Customer

desires to relinquish the access rights, there shall be no charges.

- 26.3 Notice of less than one (1) year — If such a Customer submits an application to the State Nodal Agency at any time lesser than a period of 1 (one) year prior to the date from which such Customer desires to relinquish the access rights, such Customer shall pay an amount equal to 66% of the estimated transmission charges and / or wheeling charges (in terms of net present value) for the stranded transmission and/or distribution capacity, as applicable, for the period falling short of a notice period of one (1) year.

**B. LTOA Customer who has not availed access rights for at least 7 (seven) years**

- 26.4 Such Customer shall pay an amount equal to 66% of the estimated transmission and/or wheeling charges (in terms of net present value) for the stranded transmission and/or distribution capacity, as applicable, for the period falling short of 7 (seven) years of access rights:

Provided that such a Customer shall submit an application to the State Nodal Agency at least 1 (one) year prior to the date from which such Customer desires to relinquish the access rights:

Provided further that in case a Customer submits an application for relinquishment of LTOA rights at any time at a notice period of less than one year, then such Customer shall pay an amount equal to 66% of the estimated transmission and/or wheeling charges (net present value) for the period falling short of a notice period of one(1) year, in addition to 66% of the estimated transmission charges and/or wheeling charges (in terms of net present value) for the stranded transmission and/or distribution capacity, as applicable for the period falling short of 7 (seven) years of access rights.

- 26.5 The discount rate that shall be applicable for computing the net present value as referred in Regulations 41.3 and 41.4 of the Regulation, shall be the discount rate to be used for bid evaluation in the CERC notification, issued from time to time in accordance with the guidelines for determination of tariff by bidding process for procurement of power by distribution licensees issued by the Ministry of Power, Government of India.
- 26.6 The compensation paid by the LTOA Customer for the stranded transmission capacity shall be used for reducing transmission charges payable by other LTOA Customers in the year in which such compensation payment is due in the ratio of transmission charges payable for that year by such LTOA Customers.

**26.7 Medium-Term Open Access Customers**



A MTOA Customer may relinquish rights, fully or partly, 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 Billing, Collection and Disbursement**

Billing in respect of the charges payable under these Regulations, shall be made as per the following procedure:

- 27.1 Billing, collection and disbursement of charges payable to CTU & RLDC including Unified Load Despatch and Communication Scheme shall be in accordance with the procedure specified in the applicable CERC Regulations.
- 27.2 Bills towards the charges payable to SLDC and STU shall be prepared by SLDC and submitted to STU by 5th of the of the succeeding calendar month. The bills shall be raised by the STU to the Open Access Customer connected to STU, within 3 days of receipt from SLDC.
- 27.3 Open Access Customer connected to the STU shall pay the bills within 5 working days of receipt of the bill.
- 27.4 For use of distribution network, the procedure prescribed in Regulation 32.1.4 of these Regulations shall apply.

Provided that the embedded consumers shall pay the fixed charges and energy charges (for the quantum of energy drawn from the distribution licensee) and other charges as applicable, in accordance with the tariffs determined by the Commission for the relevant year and billed by the distribution licensee.

## **28 Late Payment Surcharge**

In case the payment of any bill for charges payable under AERC (T&C for OA) Regulation, 2024 is delayed by an open access customer beyond the due date, without prejudice to any action under the Act or any other Regulation there under, a late payment surcharge at the rate of 1.50% per month or part thereof shall be levied.

## **29 Default in Payment**

- 29.1 Non-payment of any charge or sum of money payable by the Open Access Customer, licensee to SLDC under these Regulations along with other relevant AERC Regulations (including deviation charges) be considered non-compliance of these Regulations and shall be liable for action under section 142 of the Act in addition to action under section 56 of the Act. The STU or any other transmission licensee or a distribution licensee may discontinue Open Access after giving Customer an advance notice of seven working days, without prejudice to its right to recover such charges by suit.

- 29.2 In case of default in payment of any charges, the State Load Despatch Centre, may refuse to schedule power to the defaulting Open Access Customer and direct the licensee concerned to disconnect such Consumer from the grid.

### **30 Payment Security Mechanism**

#### **For LTOA & MTOA Customer**

- 30.1.1 As a payment security towards transmission charges, open access customer shall deposit an amount equal to 3 months of the transmission charges for allotted open access transmission capacity with the STU.
- 30.1.2 As a payment security towards SLDC charges, open access customer shall deposit an amount equal to 3 months of the SLDC fee and charges including scheduling and operating charges for allotted transmission/ distribution capacity, as applicable with the SLDC;
- 30.1.3 As a payment security towards wheeling charges, cross subsidy surcharge and additional surcharge, a deposit equal to 3 months of billing for these charges for allotted distribution capacity shall be maintained with the Distribution Licensee of the area of supply;
- 30.1.4 Provided that power factor (0.85) shall be considered for the purpose of unit conversion from MVA/KVA to MW/KW or vice versa.
- Provided further that, in case of an existing open access customer availing open access for more than a financial year, security shall be revised on the basis of average monthly open access charges of the previous financial year.
- 30.1.5 Such security shall be in the form of demand draft / digital mode of payment.

### **31 Curtailment Priority**

SLDC may curtail power flow on any transmission corridor by cancelling or rescheduling any transaction, if the situation demands in case of exigency for maintaining the stability of the grid and grid security. However, in all such cases of cancellation or curtailment, the SLDC shall, as soon as practicable, intimate in writing to the customer the reasons for the same.

Subject to provisions of the State Grid Code/ IEGC, cancellation/curtailment will be affected as under:

- a) STOA of other than green energy will be cancelled or curtailed first, followed by STOA of green energy,
- b) Next, MTOA of other than green energy, followed by MTOA of green energy shall be curtailed,
- c) Next, LTOA of other than green energy, followed by LTOA of green energy.
- d) Among short term transactions, bilateral transaction will be cancelled or curtailed first,

followed by collective transactions.

- e) Open Access to a distribution licensee will be the last to be curtailed within a category.
- f) Curtailment will be effected on a pro-rata basis amongst the Customers of a particular category, all the open access customers of green energy within a particular category shall have equal priority.

In case of curtailment of the approved schedule by the State Load Despatch Centre, transmission and wheeling charges shall be payable pro-rata in accordance with the curtailed schedule.

Full operating charges like SLDC fee and transaction charges specified in Regulations will be payable irrespective of curtailment, if any.

### **32 Renewable Purchase Obligation (RPO)**

- 32.1 Each Open Access Customer shall be required to fulfill its Renewable Power Purchase Obligations (RPO), as per AERC (Renewable Energy Purchase Obligation and its Compliance) Regulations, 2010 and amendment thereof.
- 32.2 The RPO shall be met by Open Access Customers either by purchase of electricity (in kWh) from renewable sources or by purchase of Renewable Energy Certificate(s) (RECs) from the Power Exchange.
- 32.3 It shall be the responsibility of the Open Access Customers to submit details of energy transacted under open access consumption and obligation compliance in formats prescribed by the Nodal Agency in quarterly basis.

### **33 Adjustment of Energy**

Priority of adjustment of energy drawl by an open access customer from different sources shall be as per the following sequence of reducing priority and shall be implemented for each time block.

- i) Renewable Energy/ Green Energy generation
- ii) Captive Generation Plant
- iii) Banked energy to be settled in defined time block
- iv) Long term Bilateral purchase
- v) Medium Term Open Access
- vi) Short Term inter-state open access including power exchange transaction

- vii) Short term intra state open access
- viii) Distribution licensee

### **34 Indemnification**

- 34.1 The generating companies, distribution licensees, transmission licensees, open access customers and other users shall keep SLDC indemnified at all times for anything done by it in good faith in course of discharge of its functions and duties under these procedures in connection with or resulting from or arising out of exercise of SLDC's obligations of scheduling, dispatch, energy accounting, Deviation accounting and settlement system.
- 34.2 The other commercial conditions for transmission charges, wheeling charges and scheduling & system operation charges such as terms of payment, creditworthiness, indemnification and force majeure conditions shall be as provided in the detailed procedure.

### **35 Redressal Mechanism**

- 35.1 All disputes and complaints regarding open access shall be first referred to the concerned State Nodal Agency which may endeavour to resolve the grievance within 7 working days.
- 35.2 No application for open access shall be denied unless the applicant has been given an opportunity of being heard in the matter and all orders denying open access shall be speaking orders by the concerned State Nodal Agency.
- 35.3 If not satisfied by the resolution, the Open Access customer can approach Grid Code Management Committee constituted under the State Grid Code within 7 working days from decision of State Nodal Agency. The Committee shall investigate and shall resolve the grievance within 30 days; and if the Committee is unable to redress the grievance, it shall be referred to the Commission by the Committee.
- 35.4 If the Open Access Customer is aggrieved or not satisfied with the decision of the Grid Code Management Committee, within 7 working days, he may appeal before the Commission for adjudication of the matter. The Commission shall dispose the Appeal within a period of three months and the order issued by it, shall be binding on the parties.

Provided that such appeal shall be accompanied by a fee as specified in the Assam Electricity Regulatory Commission (Payment of Fees) Regulations, 2024, as amended from time to time.

### **36 Roles and Responsibilities of SLDC as per AERC (Electricity Grid Code) Regulations, 2024 as amended from time to time**

- 36.1 Every licensee, generating company, generating station, sub-station and any other person connected with the operation of the power system shall comply with the directions issued by the State Load Despatch Centre.
- 36.2 The State Load Despatch Centre may give such directions and exercise such supervision and control as may be required for ensuring the integrated grid operations.
- 36.3 The consumers are required to take necessary action whenever the telemetry system fails to report to SLDC. SLDC shall take necessary action against the defaulting OA consumers who failed to conform to the basic requirements, after giving written notice of 7 days to them.
- 36.4 If any licensee, generating company or any other person fails to comply with the directions issued under sub-section (1), he shall be liable to a penalty as per Section 33 sub-section (5) of the Act.

### **37 Compliance of Grid Code, Distribution Code, Regulations, Orders etc.**

Open Access customers 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 as applicable from time to time.

### **38 General**

- 38.1 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 / medium-term open access transaction.
- 38.2 Any amendment/modification to an existing application, except for reasons specifically mentioned in the procedure, shall be treated as a fresh application.
- 38.3 All costs/expenses/charges associated with the application, including bank draft, bank guarantee etc. shall be borne by the applicant.
- 38.4 Payment of transmission charges, fees and charges for the concerned SLDC, STU and Distribution licensee as well as other charges such as deviation energy charges etc. as applicable shall be made by the applicant as per the Regulations and approved detailed procedure.
- 38.5 The applicant shall abide by the provisions of the Electricity Act, 2003, the Regulations and Indian Electricity Grid Code, State Electricity Grid Code as amended from time to

time.

- 38.6 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.
- 38.7 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 as per the redressal mechanism in the Regulation.
- 38.8 Open access customers under an existing agreement/contract shall be entitled to continue to avail such open access on the same terms and conditions, till, expiry of the term of such agreement /contract.
- 38.9 All other things that are not mentioned in the procedure shall be as per guidelines mentioned in the Regulations.

### 39 Annexures and Formats

List of Annexures and Formats are listed below:

Sl. No.	Particulars	Annexure/ Format No.
1.	Application For Grant of Long Term Open Access	Format- LT1
2.	Affidavit	Annexure - I
3.	Intimation for grant of Long Term Open Access (LTOA)	Format- LT2
4.	Approval For Long-Term Open Access (To Be Issued By Stu)	Format- LT3
5.	Proforma For Bank Guarantee for Long Term Open Access	Format- LT4
6.	Wheeling Agreement For LTOA	Annexure - II
7.	Application For Grant of Medium-Term Open Access	Format- MT1
8.	Intimation For Grant of Medium Term Open Access (MTOA)	Format- MT2
9.	Approval For Medium-Term Open Access (To Be Issued By STU)	Format- MT3
10.	Proforma For Bank Guarantee for Medium Term Open Access	Format- MT4
11.	Wheeling Agreement For MTOA	Annexure-III
12.	User Registration With SLDC	FORMAT-I

13.	Consent/Noc for Open Access By APDCL To SLDC	FORM-II
14.	Undertaking	Format-A
15.	Notarized Affidavit/undertakings On Stamp Paper	Annexure – IV
16.	Transmission Service Agreement For LTOA/MTOA	Annexure-V

**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	Embedded Open Access Customer
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**

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)

**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)**
  - a. Quantum (MW) for which LTOA is granted
  - b. Date from which LTOA is granted
  - c. 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

**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	

&lt; \* In terms of power transfer &gt;

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

&lt; MW\* at point of injection &gt;

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

&lt; \* In case if 'Yes' i.e. system strengthening is involved, enclose preliminary report duly signed on each page &gt;

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

&lt; \* In terms of ownership- State Utility/CPP/IPP/ ISGS/Discom/Consumer/specify, if any other &gt;

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 >

<b>12</b>	<b>Details of Final Beneficiary ( to whom Power is to be Transmitted and/or Wheeled)</b>	
	(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>

<b>13</b>	<b>Other information as notified by STU on its web-site</b>	

### General Information

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

.....

(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 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), 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 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	Embedded Open Access Customer
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

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 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

**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)**
  - a. Quantum (MW) for which MTOA is granted
  - b. Date from which MTOA is granted
  - c. 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

Authorized 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	

&lt; \* In terms of power transfer &gt;

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

&lt; MW\* at point of injection &gt;

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

&lt; \* In case if 'Yes' i.e. system strengthening is involved, enclose preliminary report duly signed on each page &gt;

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

&lt; \* In terms of ownership- State Utility/CPP/IPP/ ISGS/Discom/Consumer/specify, if any other &gt;

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 >

<b>12</b>	<b>Details of Final Beneficiary ( to whom Power is to be Transmitted and/or Wheeled)</b>	
	(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>

<b>13</b>	<b>Other information as notified by STU on its web-site</b>	

### General Information

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

<b>15</b>	<b>Authorised Person(s)</b>	
	<b>(a) Prime Contact Details for the Purpose of Correspondences</b>	
	Name	
	Designation	
	Phone No.	
	E-Mail	
	<b>(b) Alternate Contact Details</b>	
	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 the period \_\_\_\_\_ to \_\_\_\_\_ (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.



**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

**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.

18 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.

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

20 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.**



**ANNEXURE – V**

**On Non Judicial Stamp Paper of Rs. 500/-**

MEDIUM TERM OPEN ACCESS (MTOA)/ LONG TERM OPEN ACCESS (LTOA)  
AGREEMENT BETWEEN

AEGCL, a company incorporated under the Companies Act. -----, having its registered office at  
-----

which expression shall unless repugnant to the context or meaning thereof deemed to include its  
successors, administrator or permitted assigns through its Chief General Manager -----  
-----

AND

(Details of Applicant)

AND

---

And whereas the OA customer is a as per the provisions of Electricity Act, 2003 and desirous to  
avail Medium Term Open Access (MTOA) /Long Term Open Access (LTOA) in accordance with  
Assam Electricity Regulatory Commission (AERC) (Terms and Conditions for Open Access)  
Regulations, 2024, Assam Electricity Regulatory Commission (AERC) (Grant of Connectivity to  
the Intra State transmission System) Regulations, 2025, as amended from time to time and  
Electricity Act 2003 for transfer of \_\_\_\_MW Power from the respective place of generation to the  
places of delivery for Captive/ non-captive use, as per the following details:-

**Injection Consumer / Company Name :**

**Location :.....,District ....., State .....**

**Transmission / Distribution Licensees : Capacity (MW) :**

**Drawee Consumer / Company (ies)**

**Name :**

**Location : ..... ,District ..... ,State .....**

**Transmission/Distribution Licensees(s) :**

**Sanctioned Load (MW)/ CD (MVA) :**

AND

Whereas in accordance with aforementioned Regulations, Procedures and conditions/ guidelines  
specified by the AERC from time to time, Medium Term Open Access/ Long Term Open Access  
for purchase of up to \_\_\_\_MW power is being allowed by AEGCL to the Open Access customer  
through Intra-State Transmission/distribution Network of AEGCL/APDCL from dated  
\_\_\_\_\_ upto dated\_\_\_\_\_.

Now, therefore, inconsideration of above and the covenants in this Agreement, AEGCL/APDCL

and the Open Access Customer enter into an agreement as set forth hereunder:

**FOLLOWING CONSTITUTES THE INTEGRAL PART OF THIS AGREEMENT**

- i. Application for Grant of Medium Term Open Access/ Long Term Open Access submitted by Open Access Customer.
- ii. Terms and Conditions agreed to by the Open Access customer while applying for MTOA/ LTOA in undertaking submitted along with MTOA/ LTOA application.
- iii. APDCL consent letter issued to AEGCL for grant of MTOA/ LTOA to Open Access Customer.
- iv. AEGCL conditional approval offer to Open Access Customer.
- v. Acceptance by OA customer for abiding and complying with the terms and conditions for availing Long Term Open Access mentioned in AEGCL conditional approval offer.
- vi. Assam Electricity Regulatory Commission (AERC) (Terms and Conditions for Open Access) Regulations, 2024, Assam Electricity Regulatory Commission (AERC) (Grant of Connectivity to the Intra State transmission System) Regulations, 2025, as amended from time to time and all related detailed procedures.

Open Access Customer shall execute separate agreement with Distribution Licensee for stand by supply to meet the outage contingency of generating unit supplying electricity, with copy to AEGCL.

**PAYMENT OF TRANSMISSION AND RELATED CHARGES**

The tariff applicable to Open Access customer would be the tariff of the transmission system of AEGCL and distribution system of APDCL in the State of Assam as approved by AERC from time to time. The transmission charges and wheeling charges for the total State Transmission & Distribution System and SLDC Operating Charges and other applicable charges shall be calculated on monthly basis and shall be levied on each beneficiary as per Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2024, AERC Multi-Year Tariff Regulation, 2024 and Tariff Order(s) of AEGCL, APDCL, SLDC as amended from time to time. In addition to transmission/Wheeling charges, the Open Access Customer agrees to make payment of other charges (i.e. SLDC Operating Charges & UI/Deviation/ Imbalance charges, Reactive Energy Charges and any other charges approved by AERC). The SLDC Operating Charges shall be calculated on monthly basis and shall be levied on Open Access Customer as per Assam Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2024 and Tariff Order(s) of AEGCL/APDCL/SLDC, whereas the UI/Deviation/Imbalance charges, Reactive Energy Charges and any other charges shall be calculated and levied to the Open Access customer as per the Assam Electricity Regulatory Commission (AERC) (Terms and Conditions for Open Access) Regulations, 2024, Assam Electricity Regulatory Commission (AERC) (Grant of Connectivity to the Intra State transmission System) Regulations, 2025, as amended from time to time, State Grid Code, IEGC and other relevant Regulations and Procedures

approved by AERC/ CERC.

## **ENERGY LOSSES**

The energy losses of Intra-State transmission/distribution system shall be adjusted in proportion to the energy drawl by the open access customer in accordance with Assam Electricity Regulatory Commission (AERC) (Terms and Conditions for Open Access) Regulations, 2024 & Tariff Order for AEGCL for the respective Financial Year, approved by AERC.

## **CONCERNED BILLING AGENCY**

The following Agencies are responsible for Billing & Collection of various Open Access charges (and corresponding LC for estimated amount of these charges):

- a) State Transmission Utility (STU) (i.e. AEGCL) for Transmission charges
- b) State Load Despatch Centre (SLDC) for SLDC Operating Charges
- c) The Deviation/ Imbalance Charges and Reactive Energy Charges as per AERC (Deviation Settlement Mechanism & Related Matters (Regulations, 2024 and its detailed procedure, as amended from time to time

Any other applicable charges related to APDCL (i.e. Standby Charges, Cross Subsidy Charges, Additional Surcharge etc.) shall be billed by APDCL separately. The charges for installation/testing of metering equipment and downloading of meter data shall be collected by the concerned agency/Licensee (AEGCL/APDCL).

## **STATE ENERGY ACCOUNTS**

It is specifically agreed between the parties that Open Access customer shall accept without any reservation and condition the State Energy Account issued by SLDC. Open Access customer shall accept and make full payment to concerned billing agency for all Open Access Charges in respect of the bills raised on this basis. Any change in the State Energy Account methodology by SLDC shall also be binding on all concerned.

## **PAYMENT OF BILLS**

- a. Accounts wing of concerned billing agency, shall present bills for transmission, wheeling and SLDC Operating charges on monthly basis. The bills for UI/ Deviation/ Imbalance Charges, Reactive Energy Charges and any other charges to open access customer shall be raised in line with the prevailing Open Access Regulations and Procedures approved by AERC. In event of any revision in Regional Energy Account issued by NERPC & State energy account issued by SLDC, concerned billing agency shall adjust the difference between the amount already billed and revised amount by raising a supplementary bill along with a debit/credit note as the case may be.
- b. Payment of bills shall be made by Open Access customer through RTGS/ NEFT or Demand Draft in favour of -----, payable at \_\_\_\_\_, in line with the prevailing Intra State MTOA& LTOA detailed procedures approved by Hon'ble AERC.
- d. The bills of Concerned Agency (AEGCL/APDCL/ SLDC) shall be paid without any deductions.

## **9. Late payment surcharges:**

In case the payment of bills of Open Access charges by the customer is delayed beyond due date, late payment surcharge in accordance with the AERC Open Access Regulations, 2024 as amended from time to time shall be levied. The late payment surcharge amount shall also be payable along with the next bill. In case Open Access customer fails to make payment of the amount due to them within specified days, as per Regulation, of issue of Invoice, the MTOA/ LTOA granted shall be discontinued by AEGCL due to non- payment of Transmission, Open Access, Wheeling & SLDC operating charges and actions shall be initiated under section 142 of the Act in addition to the action under Section 56 of Electricity Act 2003.

The Open Access customer shall not relinquish or transfer its rights and obligations specified in the Agreement, without prior approval of AEGCL and subject to payment of compensation, as determined in the Assam Electricity Regulatory Commission (AERC) (Terms and Conditions for Open Access) Regulations, 2024, Assam Electricity Regulatory Commission (AERC) (Grant of Connectivity to the Intra State transmission System) Regulations, 2025, as amended from time to time.

### **Payment Security Mechanism**

As a payment security towards transmission charges, open access customer shall deposit an amount equal to 3 months of the transmission charges for allotted open access transmission capacity with the STU.

As a payment security towards SLDC charges, open access customer shall deposit an amount equal to 3 months of the SLDC fee and charges including scheduling and operating charges for allotted transmission/ distribution capacity, as applicable with the SLDC;

As a payment security towards wheeling charges, cross subsidy surcharge and additional surcharge, a deposit equal to 3 months of billing for these charges for allotted distribution capacity shall be maintained with the Distribution Licensee of the area of supply;

Provided that power factor (0.85) shall be considered for the purpose of unit conversion from MVA/KVA to MW/KW or vice versa.

Provided further that, in case of an existing open access customer availing open access for more than a financial year, security shall be revised on the basis of average monthly open access charges of the previous financial year.

Such security shall be in the form of demand draft / digital mode of payment.

The payment Security shall be renewed annually atleast thirty (30) days prior to its expiry and Payment Security charges shall be borne by the respective Open Access customers.

In case of Payment Security is not established or maintained by the Open Access customer the

same shall be considered as default the Open Access granted by AEGCL shall stand cancelled. Payment security mechanisms specified above are intended to ensure recovery of the applicable payment in case of payment default and not as a mechanism for regular payments. There shall be no restriction on the number of times Payment Security may be utilized under the terms of the relevant Payment Security, provided that concerned agency shall not be entitled to utilize Payment Security, for an amount in excess of the amount due for payment as per the Agreement and remains outstanding on that date.

#### ENCASHMENT / DISCHARGE OF PAYMENT SECURITY

The Payment Security will be encashed/ drawn by the concerned agency (AEGCL/ SLDC/APDCL) in case the Open Access customer defaults on payment of charges billed by that concerned agency. In case any request for exit the power transfer is received after signing of the MTOA/LTOA agreement and submission of Payment Security, any adjustment of Payment Security shall be carried out after expiry of the MTOA/ LTOA term.

- If at any time, such Payment Security amount falls short of the specified amount, the concerned Open Access customer shall restore such shortfall within seven (7) days.
- The amount of Payment Security shall be revised in case of revision of Transmission & Wheeling Charges and SLDC Operating Charges by Hon'ble AERC.
- The respective scheduled bank issuing the Payment Security will intimate Concerned Agency, in writing regarding establishing of Letter of Credit.
- In case of drawal of the Payment Security by the Concerned Agency in event of default in payment by Open Access customer, the amount of the Payment Security shall be reinstated within seven (7) days from the date of such drawal.

#### 11. METERING

The Meters shall be provided and governed as per the AERC State Grid Code, Assam Electricity Regulatory Commission (AERC) (Terms and Conditions for Open Access) Regulations, 2024 and all related detailed procedures alongwith Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006, as amended from time to time. The Ownership of Meters, Standards, Meter failure or discrepancies, Calibration and periodical testing of the meters installed shall be as per the AERC & CEA Regulations. The Meter related accessories like CT and PT shall also be as per the said regulations.

The OA Customer shall provide facilities/equipment for communication/ transfer of metering parameters to the SCADA system of SLDC control room on real time basis, in accordance with Assam Electricity Regulatory Commission (AERC) (Terms and Conditions for Open Access) Regulations, 2024 and all related detailed procedures.

## **SCHEDULING BY SLDC**

The Open Access Customer will submit schedule for drawl point to SLDC and shall comply with all directions issued by SLDC/STU in respect of scheduling and control of net drawl as per the schedule approved by SLDC. Scheduling, Accounting and Settlement of LTOA transactions, other terms & conditions shall be as per the provisions of State Grid Code/ Regulations issued by AERC from time to time.

All differences/disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under AERC Open Access Regulations

## **DEVIATION SETTLEMENT**

Deviation accounting for the Open Access Customer transaction of shall be prepared collectively for all the drawal points as per the applicable AERC Deviation Settlement Regulations and their amendment from time to time. SLDC shall provide the details of account for payment of DSM charges by the Open Access Customer.

## **EFFECTIVE DATE AND DURATION OF AGREEMENT**

This agreement shall be deemed to have come in force for all purpose and intends from the date of approval given by AEGCL Date \_\_\_\_\_ and shall remain operative upto Date.....provided this agreement is may be mutually extended, renewed or replaced by another agreement on such terms and conditions for such further period of time as the parties may mutually agree.

15. If any of the terms and conditions of the PPA/ Agreement of Open Access customer with beneficiaries/ Seller differs from the corresponding specific provision of this Agreement then terms and conditions of this Agreement shall prevail.

Further, in case of contradiction between any clause of this agreement vis-à- vis AERC Open Access Regulations, 2024, State Grid Code, or any other relevant Regulations/Codes/Rules of AERC, the provisions of the Regulations/Codes/ Rules shall prevail.

## **16. AMENDMENTS**

Any amendments made by the appropriate authorities in AERC Open Access Regulations/Procedures of AERC, Grid Codes and the Electricity Act- 2003 shall be binding.

## **17. COMPLIANCE OF GRID CODES AND OPEN ACCESS REGULATIONS**

All the parties agree to comply with the provisions of Haryana Grid Code, Indian Electricity Grid Code, AERC Open Access regulations in force from time to time for use of Transmission/distribution System of AEGCL/APDCL. The compliance of these documents shall remain supreme, over and above any other guidelines, procedures and agreements.

## **18. TRANSMISSION PERFORMANCE STANDARDS**

A the parties agree that all equipment connected to the State Transmission/distribution System shall be of such design and construction to enable the AEGCL/APDCL to meet the requirement of performance standards as specified in Grid Codes for the concerned interconnection points. The Open Access Customer connected to State Transmission/distribution System shall ensure that their loads do not cause violation of these standards.

## **19. UNFORESEEN CIRCUMSTANCES**

Open access on the transmission system shall be subject to transmission and distribution system constraints. The provision of Open access shall remain suspended during such period at the absolute discretion of AEGCL/SLDC and no compensation whatsoever on the account shall be made.

## **20. FORCE MAJEURE**

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as fire, rebellion, mutiny, civil commotion, riot, strike, lockout, forces of nature, accident, act of God and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Transmission/drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

## **22. DEFAULTS & TERMINATION**

- i. In the event of defects in metering and communication system resulting in failure to communicate real time data flow to SLDC, defaults in bills payment and or defaults in compliance to the terms & conditions of Open Access Regulations/Procedures approved by AERC/, time to time and conditions mentioned in this agreement, AEGCL shall serve a notice to remedy the defects/defaults & in case of failure to remedy the defaults/defaults within a period of 30 days, open access shall stand suspended until the defects/ defaults are remedied. During the period open access remains suspended, the open access customer shall be liable to pay the applicable open access charges as if he was availing the approved quantum of open access and/ or in terms of AERC regulations in vogue along with their amendment.
- ii. Any change in the terms & conditions of open access notified by the commission shall have the overriding effect on the provisions of this agreement to the extent of their applicability.

## **23. JURISDICTION**

Hon'ble AERC and the Courts of \_\_\_\_\_ shall have exclusive jurisdiction in all matters under this Agreement. In witness whereof all the parties have executed this Agreement through

their authorized representatives.

For and on behalf of Applicant

Signature:

Name:

Designation:

Witness:

For & on behalf of APDCL

Signature:

Name:

Designation:

Witness:

For and on behalf of AEGCL

Signature:

Name:

Designation:

Witness:

For & on behalf of APDCL

Signature:

Name:

Designation:

Witness:

**Note:** i) The terms & conditions accepted by the Open Access Customer in the Undertaking (Annexure-IV of MTOA/LTOA Procedure) shall be signed separately by the Open Access Customer along with this MTOA/LTOA agreement.

ii) The draft Transmission Service Agreement format is the standard format. However, it may vary from time to time depending on case-to-case basis.