

TO BE EXECUTED IN NON JUDICIAL STAMP

THIS AGREEMENT is made on this 1st day of January month 2024 between:

ASSAM POWER DISTRIBUTION COMPANY Limited (APDCL) a company incorporated under the Companies Act, 1956 and having its Registered Office at Bijulee Bhawan, Paltan Bazar, Guwahati - 781001 (*hereinafter referred to as "the Entity" which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors, affiliates and assigns) of the OTHER PART*

AND

Sri/Smt _____, **Son/Daughter/wife of** _____
a resident of Village/Town _____, Ward No. _____
Locality _____ District _____, P.O. _____, P.S. _____
Pin Code _____, Assam and an electricity consumer of APDCL under
_____ Electrical Sub-Division, _____ Electrical Circle, bearing APDCL
consumer number _____ (*hereinafter referred to as "the Agent" which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors, affiliates and assigns) of the OTHER PART*

(The Entity and the Agent are hereinafter collectively referred to as “the Parties” and severally as “the Party”)

WHEREAS

- (a) The Entity is a government entity in the business, inter alia, of providing Power distribution services and operates/owns/maintains the websites www.apdcl.org where its services are detailed.
- (b) The Agent is engaged, inter alia, in the business of providing service related to bill collection from the electricity consumers on behalf of APDCL, only with the help of an android based mobile application called **APDCL EasyPay** developed and maintained by APDCL. These services enable customers to make payments at their close proximity.
- (c) The Parties hereto are desirous of executing this Agreement to record the terms and conditions of the services as under:

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. APDCL EasyPay

APDCL EasyPay is a software designed for easy, safe and secure collections of monthly revenue from the electricity consumers of APDCL which can be operated from Smart Phone through a mobile app called “**APDCL EasyPay**” and the receipt can be immediately generated from a portable thermal printer, as well as payment acknowledgement will be sent through SMS immediately to the registered mobile number of the consumer.

2. Scope of Operational Area

- The Agent is hereby authorized to collect electricity bills from the consumers of APDCL with the help of a mobile app called “APDCL EasyPay” under the jurisdiction of _____ Electrical Sub-division only under _____ Electrical Circle of APDCL.
- The EasyPay system will be emphasized in the rural areas (outside RAPDRP/IPDS ring fenced areas) and in the areas with low revenue collection efficiency.
- The areas operating under Collection Based Distribution Franchisees (CBDF) will be kept out of the purview of the EasyPay operation.
- The EasyPay agent will be able to collect bills from the consumers within the respective ESD only.

- The system is designed for retail consumers of ESDs only. Consumers of IRCAs will not be able to make payment through EasyPay system.

3. Necessary documents to be submitted by the Agent along with the Agreement:

- Self-certified copy of a valid GST Registration
- Self-certified copy of a valid PAN Card
- Self-certified copy of a valid Photo Identity: AADHAR/Voter Card/Driving License.
- Self-certified copy of a valid PAN and address proof for sub agents.
- The Agent shall submit the following declaration that :
 - a. The Agent is a permanent resident of the operational area, i.e. within the jurisdiction of the concerned ESD with valid electricity connection (self-certified, if in the name of ancestor, and subject to verification by APDCL to its satisfaction) substantiated by latest electricity bill.
 - b. The agent and or sub-agents has no outstanding dues to APDCL, including GST on easypay commission.
 - c. The Agent and or its Sub-agent is not a regular and or permanent employee of APDCL, APGCL and AEGCL. Further he/she is not a relative to a regular and or permanent employee of APDCL, APGCL and AEGCL. In case of Firm, Company, or and Association, any of the partners/directors/members/trustees is not a relative to a regular and or permanent employee of APDCL, AEGCL and APGCL. Relative implies (i) parents, (ii) brother, (iii) sister, (iv) children, (v) spouse, (vi) spouse of the person referred to in (ii) to (iv), and (vii) parents of the spouse of the individual.
 - d. The permanent contact point for the purpose of this Agreement is _____, the valid address proof for the same is submitted herewith.
 - e. The Agent and or his sub agent is not a and shall not be a CBDF (DTR /Feeder) Agent of APDCL at any point of time.

4. Process of Operation

- The selected agent can opt for either of the two systems for acting as Easy Pay Operator:

- **Option-I:** The Agent can operate the system himself/herself without any sub-agent (s) under him/her.
- **Option-II:** The Agent can employ sub-agent (s) for working on behalf of him/her. In this option only the sub-agents will be allowed to collect money and the main agent will not be allowed to collect money.
- **The Agent agrees to opt for _____** *(enter either Option-I or Option-II).*
- Where the Agent opts for Option-II, the sub-agents employed by him/her shall only be permitted to collect the electricity bills, and the Principal Agent / Agent shall be restricted from making the collection.
- Where at any time of this Agreement, the Agent wants to switch from Option-I to Option II or vice-versa, he/she shall be allowed to exercise this option only once under this Agreement. In such a scenario, the Agent shall have to execute an Additional Agreement and submit such documents, proofs and comply with the terms and conditions of this Agreements.
- Every Agent and or sub agent shall have a unique ID, which shall be the PAN of the Agent.

5. Hardware requirement

The agent agrees to provide hardware required for carrying out the Easy Pay collection activities. The following are the mandatory hardware requirements:

- Smart Phone for installing the Easy Pay mobile application
- A portable Bluetooth thermal printer (of specified configuration)
- Thermal paper for receipt printing

6. Deposit by Agents:

- The agent or sub-agent agrees to deposit money in advance to operate the app.
- Initial deposit shall not be less than Rs. 10000/- per agent ID.
- Subsequent deposits have to be in multiple of rupees thousand only.
- The agent(s) will be able to operate the app only to the extent of available balance in his credit.
- When any Easypay wallet is recharged successfully and the amount is deposited/credited into APDCL bank account, no refund in any case shall be allowed to the agents or sub agents.

7. Responsibility of the Agents:

- The agent agrees, or to up and operate a fixed contact point to facilitate contact by consumers for payment of bills or any other need, grievance related to the bill payment, etc. and visibly display active phone number.
- The contact point shall be kept open with presence of designated person at least 8(Eight) hours a day. The agent is free to keep the contact point open even on holidays. Maintenance of proper atmosphere in the contact points will be the sole responsibility of the agent and APDCL will no way be responsible for any unlawful activities carried out from the contact point.
- Any unlawful activities carried out in the fixed contact point will attract civil/criminal proceeding (as applicable) against the agent only.
- The Agent agrees to display posters/flex in front of the fixed contact point/commercial establishment/shop, etc. to sensitize amongst consumers.
- The Agents may also opt for carrying out door to door collection.
- It will be the responsibility of the agent to ensure that the consumers are able to make prompt payment and provide the money-receipt printed through a thermal printer on the spot.
- The agent will be solely responsible for all issues relating to amount collected from the consumers and APDCL will no way be made party to any such disputes.
- The agent agrees to submit tax invoice and deposit the applicable GST, if any, as per the GST Act and applicable Rules.

8. Mode of collection:

- The Agent is free to avail any legal mode of collection using any financial instruments from the consumers at its discretion in its commercial interest. Adoption of any illegal means to collect payment from consumers will attract civil as well as criminal proceedings, as the case may be, at the discretion of APDCL.
- The agent shall not be entitled to collect the Electricity bills from the consumers of a DTR/Feeder where CBDF agent is already carrying out the collection activities.
- The agent shall not be entitled to collect the electricity bills from the consumer who are making the payment over the counter of APDCL.

9. Part Payment

No adhoc payment, part payment, advance payment and installment payment of the electricity bills shall be allowed. Only the net payable amount of the bill on the date of payment will be allowed for collection through the application.

10. Responsibility of APDCL:

- Identification of area with poor collection efficiency and selection of agents as well as entering into agreement.
- Providing authorization to the selected agents for using the app including enrolment of sub-agents.
- Providing adequate publicity in the area of operation and display materials like standee, flex, banner etc. at the fixed contact point of the agent(s).
- Issuing ID cards to the Agents and Sub-agents.
- Make regular vigil to the area of operation by the agent including the contact point to ensure smooth operation and boosting consumer confidence.
- Collection of feedback from the consumers time to time regarding operation of Easy Pay App.
- Daily Monitoring of operations and reporting to concerned offices.

11. Bank Account for deposits by agent:

A dedicated bank account will be maintained by APDCL for proper maintenance of accounts in respect of all the agents under EasyPay operation.

12. Commission to agent

- The Agent shall be entitled for a commission at the rate of 3% of the amount collected. The entitlement will be only on the amount collected by the Agent against the energy bills and not on the amount deposited.
- All commission earned will automatically get credited to the Agent's Account for EasyPay on real time basis.
- Applicable statutory deduction shall be made from the amount entitled at source.
- Rate of commission is the sole discretion of APDCL and binding on the Agent.

13. Invoice:

- Where the Agent is required under GST Law to provide APDCL with tax invoice for the commission, he/she shall have to submit the same on monthly basis based on the application generated summary statement for the commission only.
- All such invoices shall be uploaded on the easypay application before 10th of the following month.
- GST charged on the invoice shall be released only when the tax is deposited by the Agent and the return has been filed by the Agent for the said month for which the invoice is raised. The copy of GSTR 1, GSTR 3B and B2B screenshot (invoice details) are to be uploaded on the easy pay application, not later than 25th of the following month of the invoice date which shall be verified with the GST portal data.
- Any invoice submitted after 10th day of the following month to which the commission relates to shall not be accepted in any case whatsoever for the claim of GST.

14. Term:

This Agreement shall be effective from the date of signing of this Agreement (“Effective Date”) and shall be valid **until 31st March 2025**, unless terminated by either Party in accordance with the provisions of this Agreement.

15. Termination by either party

- Each of the Parties is entitled to terminate this Agreement, at its option by giving a Notice of not less than thirty (30) days in writing to the other Party, such period being reckoned from the date of receipt of the notice by the Party concerned.
- In the event of any change in policy of APDCL, the Agreement(s) will be terminated with individual/omnibus notice of period not less than one month.

16. Immediate Termination of the Agents:

- The Agreement with the agent is subject to immediate termination (and blocking of the easypay portal access) with forfeiture of entire amount at the credit and or additional recoveries to make good the loss incurred to APDCL in the event of any of the following :

- Found to have concealed any material facts at the time of application
- Found to be involved in any unlawful activities (irrespective of status of legal proceedings)
- Termination of easy pay agent agreement where the agent has defaulted in GST payment from APDCL.
- Found involved in forgery with APDCL consumers in the name of bill payment on the basis of complaint from any consumer.
- Found guilty of misusing the name and goodwill of APDCL.
- If there is a material breach of this Agreement
- Automatic termination of Easypay agents for non-top up of wallet for continuous three month, subject to the outstanding amount (i.e tax recovery) is recovered from such inactive agents.
- Found to be a regular and or permanent employee of APDCL/AEGCL/APGCL and or a relative to a regular and or permanent employee of APDCL/AEGCL/APGCL.

17. Disciplinary Proceeding: - Competent authority of APDCL can initiate disciplinary proceeding against Easypay agent and or sub agent if found to be regular or permanent employee of APDCL,APGCL and AEGCL.

18. Exit by the Agent:

- Agent will have the option of exit from the contract subject to one month prior notice to APDCL through the designated Portal.
- The **ID Card issued** shall be returned to the ESD in original.
- Balance amount available at the credit of the Agent at the time of deactivation of the account on exit will be refunded to the Agent without any interest within sixty (60) days after deducting of any dues, if any.

19. Dispute resolution

Managing Director, APDCL will be the final authority for settlement of all disputes remaining unsettled under EasyPay contract parties up to the level of the CGM (Com & EE). Any decision of Managing Director, APDCL will be binding on both the parties.

20. Legal Jurisdiction:

Any dispute on EasyPay contracts involving APDCL will be under the exclusive Jurisdiction of Gauhati High Court only.

21. Notices

All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

If to the Entity, all notices or other communications which are required must be delivered personally or by registered post or email or any other method duly acknowledged to the Sub-Divisional Engineer of the concerned Electrical Sub-Division of APDCL in the addresses below:

Attention :
Address :
Email :
Fax. No. :
Telephone No. :

If to the Agent, all notices or communications must be delivered personally or by registered post or email or any other mode duly acknowledged to the address(s) below:

Address :
Attention :
Email :
Fax. No. :
Telephone No. :

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON A DAY AND YEAR FIRST ABOVE WRITTEN

For and on behalf of APDCL	For and on behalf of the agency
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Name of the SDE:	Name of the Agent:
Signature with seal of the SDE	Signature of the Agent with address
Name and signature of Witnesses with address: 1. 2.	Name and signature of Witnesses with address: 1. 2.