

# TO BE EXECUTED IN NON JUDICIAL STAMP

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_ month 20\_\_ 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 Licensee.

### **4. The Agent solemnly declare the following:**

- 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.
- The Agent has no outstanding dues to APDCL.
- The Agent have or will set up a permanent contact point in the operational area (i.e. within the jurisdiction of the ESD)
- The Agent is not a regular/permanent employee of APDCL/AEGCL/APGCL.

### **5. 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 has desired to opt for \_\_\_\_\_** *(enter either Option-I or Option-II).*

### **6. Hardware requirement**

The hardware required for carrying out the Easy Pay collection activities will be provided by the Agent. 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

#### **7. Deposit by Agents:**

- The agent shall deposit money in advance to operate the app.
- Initial deposit shall not be less than Rs. 10000/- per user 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.

#### **8. Responsibility of the Agents:**

- The agent shall have, or shall set 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 will 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 will 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.
- Submission of GST invoice within stipulated timeline.

#### **9. 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.

#### **10. Part Payment**

No adhoc/part/advance payment of bill will be possible through the app. Only net payable amount of bill on the date of payment can be collected through the app.

#### **11. 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.

#### **12. 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.

#### **13. Commission to agent**

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

**14. Invoice:**

- The agent will submit GST invoice on calendar monthly basis on the basis of app generated summary statement.
- All such invoices shall be sent to the designated email ID ***apdcleasypay@gmail.com*** by 3rd working day of next month.

**15. Term:**

This Agreement shall be effective from the date of signing of this Agreement (“Effective Date”) and shall be valid for a period of **two (2) years**, unless terminated by either Party in accordance with the provisions of this Agreement.

**16. 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.

**17. Immediate Termination of the Agents:**

- The Agreement with the agent is subject to immediate termination with forfeiture of entire amount at the credit 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)
  - 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
  - Non collection of bills from consumers for continuous one month.

**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.

**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

<b>For and on behalf of APDCL</b>	<b>For and on behalf of the agency</b>
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.