

NORTH BIHAR POWER DISTRIBUTION COMPANY LIMITED

(Commercial Department)

Notification

Notification no.. Com/Rural Energy – 150/2013/1882/

Dated .03/08/2013/

Rural Revenue Franchisee Scheme, 2013

In terms of the provisions under section 5 of the Electricity Act and to address the urgent need of North Bihar Power Distribution Company Limited to ensure 100% Meter Reading, Bill Distribution and Bill Collection at micro level by engaging Rural Revenue Franchisees for Meter Reading, Bill Distribution and Bill Collection at local level in rural areas , the North Bihar Power Distribution Company Limited, has already notified the Rural Revenue Franchisee Scheme 2013 w.e.f. 24.07.2013 in the notifies area of North Bihar Power Distribution Company Limited.

The Scheme has been formulated to extend benefit and convenience to the rural consumers in the matter of Meter Reading, Bill Distribution and Bill Collection at local level in rural areas. At the same time the scheme ensure the local participation of interested and capable individual in the efforts of North Bihar Power Distribution Company Limited to reach out to the Rural Consumers and serve them better.

1.RURAL REVENUE FRANCHISEE SCHEME 2013: In view of the forgoing , North Bihar Power Distribution Company Limited, Patna(hereinafter called as NBPDC for brevity)intends to launch and implement Rural Revenue Franchisee scheme 2013, for a benefit of rural consumers and also to improve its own revenue performance in the rural areas.

2.RURAL REVENUE FRANCHISEE: Capable individuals of the District or the individual working in the village level enterprises/ village Vasudha Kendra or the individual running a cyber café in and around the local village may be engaged as “Rural Revenue Franchisee” in for a different villages/cluster of villages or 11 KV- Feeders falling under the territorial jurisdiction of North Bihar Power Distribution Company Limited for all categories of consumers except HT,RTS and HTSS consumers falling under the Franchisee areas for term specified hereunder:-

3. THE JOB:

The job of Rural Revenue Franchisee shall be:-

3.1	Meter Reading.(Except LTIS consumers)
3.2	Bill Distribution.
3.3	Bill Collection of monthly energy bills of the rural consumers including accumulated arrears and DPS or any part thereof for term as specified hereunder and its deposit in designated office of NBDCL .

4. RURAL FRANCHISEE VILLAGE/ FEEDER:-

4.1 The Rural Franchisee Village/Feeder shall be the village or the group of contiguous village or 11 kV feeders consisting of around 1000 Low Tension effective rural consumers in rural areas only.

4.2 The village or the group of contiguous villages consisting of around 1000 Low Tension consumers will be designated as one Rural Franchisee Village/ Feeder as determined by the Junior Electrical Engineer ,Electric Supply Section of the area.

5. EXCLUSION:-

5.1 Village or group of villages falling under 11kV franchisee feeders already under operation of input based feeder franchisee shall be outside the scope of this scheme, until the termination of the already operative agreement.

5.2 Not more than one Rural Revenue Franchisee shall be engaged in one Rural Franchisee Village/Feeder.

5.3 Rural Revenue Franchisee will not take meter reading of LTIS consumers of the Rural Franchisee Village/Feeder .

6. TERMS OF OPERATION:-

6.1 The term of operation of the Rural Revenue Franchisee shall be normally of 24(twenty four) billing months only, renewable with mutual consent between parties for further term(s) as the case may be which shall not exceed to 24(twenty four) billing months at a time and which will commence from the first day of the calendar month during which the Rural Revenue Franchisee undertakes or re-undertakes the job as the case may be.

7. REMUNERATION AND RATES:-

7.1 The Rural Revenue Franchisee shall be paid commission for the recovery actually made during the monthly/bimonthly, billing cycle as the case may be , from the consumers of the Rural Franchisee Village or the group of such village or the 11 KV Rural Feeder constituting one Franchisee Village /Feeder.

7.2 This will include payments made by the consumers at the revenue collection counters, counters of the designated banks of NBPDCCL or payment made through other modes of payment like Net Banking, ATM/Credit Cards/Debit Cards etc.

7.3 The commission and bonus to be paid to the Rural Revenue Franchisee shall be computed on the basis of each billing cycle, taking into account the actual recovery of revenue against the total revenue assessment of the Rural Franchisee Village/ Feeder during each billing cycle as detailed below, starting from the first day of the calendar month and ending on the last day of the calendar month of the relevant billing cycle.

7.4 The rates agreed shall not be changed during the currency of the ongoing term of franchisee operation. However, it will be open for either side to seek change in the rates at the time of renewal of each franchisee term.

7.5 The present rates of commission and bonus for the initial franchisee term of 24(twenty four) billing month shall be as detailed below:-

Sl.no.	Collection per Month	Incentive on the collected amount
1.	Upto 60% of the relevant monthly assessment	6% of the relevant monthly assessment.
2.	Upto 70% & above 60% of the relevant monthly assessment	6% of the relevant monthly assessment upto 60% and 7% on additional collection above 60% upto 70%
3	Upto 80% & above 70% of the relevant monthly assessment	6% of the relevant monthly assessment upto 60% and 7% on additional collection above 60% upto 70% and 8% on additional collection above 70% upto 80%
4	Upto 90% of the relevant monthly assessment	6% of the relevant monthly assessment upto 60% and 7% on additional collection above 60% upto 70% and 8% on additional collection above 70% upto 80% and 9% on additional collection above 80% upto 90%
5	Above 90% of the relevant monthly assessment	6% of the relevant monthly assessment upto 60% and 7% on additional collection above 60% upto 70% and 8% on additional collection above 70% upto 80% and 9% on additional collection above 80% upto 90% and 10% on additional collection above 90%.
6.	<u>Incentive for true reporting of:</u>	i)Burnt/defective/stopped meters @Rs.5/-per consumer to be paid only once.

		<p>ii) Unmetered Ghost consumers @Rs.20 per consumer only once, if reported in the prescribed G-performa of the company.</p> <p>iii) Tampered meters @Rs.100/- per consumer only once for a consumer.</p> <p>iv) Rs. 3/- per consumer for meter reading above 80% of reading sheet.</p>
7.	<p>Penalty for under performance: This provision will operate after three months from the date of commencement of the contract period</p>	<p>i) Rs. 2/- per consumer for meter reading less than 80% of the consumers in meter reading sheets generated and handed over.</p> <p>ii) Rs. 1/- Per consumer for bill distribution less than 80% of the total bills generated.</p>

8. GRACE PERIOD FOR PERFORMANCE WITHOUT PENALTY:

8.1 The provision related to Penalty for under performance will not operate during the first three(3) months from the date of commencement of the contract period.

8.2 However, this will operate after the last date of the third month computed from the date of operation of the Franchisee operation.

9. SCOPE & SCHEDULE OF WORKS:-

The followings are the different works which have to be performed by the Rural Revenue Franchisee:-

1.	<p>The billing Electric Supply Sub-Division concerned shall hand over the monthly meter reading sheets of the consumers of the Franchisee Village Feeder to the Rural Revenue Franchisee or his authorized representative by 15th of each month.</p>	<p>Monthly cycle</p>
2.	<p>Rural Revenue Franchisee or his authorized representative will take the:-</p> <p>I. Monthly meter readings of the consumers excluding all LTIS consumers between 16th to 25th of each month.</p> <p>II. Receive the payment of the outstanding arrears of the bills from the willing consumers and deposit the same within three(3) days in the office of Assistant Electrical Engineer, Electric Supply Sub-Division of the Franchisee Village Feeder etc.</p> <p>III. Hand over the filled up meter reading sheets to the designated billing officer of the Franchisee Village Feeder within five(5) days.</p>	<p>Monthly Reading : Ten (10) days.</p>

3.	The designated billing officer of the Rural Revenue Franchisee will check the reading sheets and will send copy of the checked meter reading sheets to the designated billing agency within five(5) days alongwith money receipt/payment details received through various modes by 30th of month .	Checking: Five (5) days.
4.	The designated billing agency will generate the bills of the consumers and hand over the bills to billing officer of the Franchisee Village Feeder who will hand over the same to the Rural Revenue Franchisee within next seven (7) days.	Bill Generation : Seven (7) days.
5.	Rural Revenue Franchisee or his authorized representative will:- I. Distribute the monthly bills at the doorsteps of all consumers including LTIS consumers within next five(5) days. II. Receive the payment of the current bills and/or outstanding arrears of the bills from the willing consumers and deposit the same within three days to the Assistant Electrical Engineer, Electric Supply Sub-Division of the Franchisee Village Feeder. However all collection made for a calendar month shall be deposited in all cases on or prior to the first day of the next calendar month to facilitate to the credit of payment made by the consumers in their revenue accounts.	Bill Distribution: seven (7) days.

10.MONEY RECEPITS AND DCRs:-

1.	The Engineer-in-Charge will issue one thousand (1000) of money receipts of the company in triplicate to the Rural Revenue Franchisee and shall maintain a record thereof, to facilitate the Rural Revenue Franchisee to collect the payment of the Energy bills of arrears thereof from the rural consumers.
2.	The Rural Revenue Franchisee will give the original copies of the money receipt to the consumer.
3.	The Rural Revenue Franchisee shall deposit within three(3) days all cash, cheques, bank drafts etc. ,bank drafts etc. Collected during previous three(3) days along with the:- I. Original and second copy of the DCR for the previous three(3) days. II. Second and third copy of the money receipts of the previous three(3) days to the Assistant Electrical Engineer, Electric Supply Sub-Division. III. The designated officer/Revenue Personnel of the Electric Sub-Division will make endorsement on the third copy of DCR as token of receipt of the cash, money receipts and

	DCRs of the previous three(3) days.
4.	Copies of DCR and revenue receipts pertaining to last week of a calendar month shall be deposited in all cases on or prior to the first day of the next calendar month to facilitate the credit of payments made by the consumers in their revenue accounts. V. The Rural Revenue Franchisee will retain the third copy of DCR as proof of the completion of the process.
5.	Second copy of Money Receipts and first copy of DCRs will be sent to the Billing agency for entering the details of payment to the billing computer.
6.	The billing agency will generate Franchisee Village Rural Feeder wise Monthly Revenue Reports for verification of the performance of each Rural Revenue Franchisee and for the computation of his monthly remuneration.
7.	After receipts of 500 or more copies of the revenue receipts alongwith the cash, bank draft, cheques from the Rural Revenue Franchisee, fresh revenue receipts will be issued to the Rural Revenue Franchisee towards the recoupment of the revenue receipts, already used by you.

11.ENGINEER-IN-CHARGE OF WORKS:-

11.1 Junior Electrical Engineer, Electric Supply Section concerned will be Engineer-in-Charge of the works.

11.2 The selected Rural Revenue Franchisee will work as per the direction of the Engineer-in-Charge.

12.APPLICATION:

Interested and capable persons of the local village level enterprises /Village Vasudha Kendras or person running a cyber café in or around the local village may apply for the selection of the Rural Revenue Franchisee in the prescribed form along with prescribed application fee, with proof of domicile/operation of the Village Vasudha Kendras or cyber café, proof of educational qualification etc. to the Engineer-in-Charge within the prescribed period.

13. PREFERENCE:-

13.1. The first preference will be selection of Rural Revenue Franchisee will be given to:

I. Eligible person running a village level enterprises /Village Vasudha Kendras in or around the local village.

II. Second preference will be given eligible individual running cyber café in or around the local village.

III. In absence of the suitable candidate as aforesaid, eligible individual of the District will be selected as the Rural Revenue Franchisee in the Rural Franchisee Villages or the Rural Franchisee feeder.

13.2 In the case of multiple eligible applicants for the same Rural Franchisee Village or Feeder the Agent will selected by lottery in the presence of the valid applicants only by the Junior Electrical Engineer, Electric Supply Section of the Rural Franchisee Village or the 11 KV-Feeder.

14. APPLICATION FEE:

14.1 Application for engagement as Rural Revenue Franchisee for each Rural Revenue Franchisee must be accompanied with non interest bearing and non-refundable application fee of Rs. 200/- (Rupees Two Hundred) only deposited in cash only in the office of the Assistant Electrical Engineer, Electric Supply Sub-Division under which the Franchisee Village Feeder fall.

14.2 Reference of Money Receipts no. And date should be mentioned in the application.

15. PANEL OF ELIGIBLE APPLICANTS.

15.1 A panel eligible applicants will be prepared , in case of multiple valid applications received for a Rural Franchisee Village/ Feeder, out of those eligible applicants who fail to get selected on the basis of lottery done for the selection of the Rural Revenue Franchisee on same rate and terms and conditions as aforesaid. .

15.2 The panel of eligible agent will be kept alive for the initial contract period of 24 months.

15.3 In case of unsatisfactory performance of the selected Rural Revenue Franchisee, the Engineer-in-Charge may call the willing eligible applicants for selection by lottery and award the job to the successful applicant.

16. PERFORMANCE SECURITY:-

16.1 The selected Rural Revenue Franchisee shall be wholly and solely responsible for any malpractices /error /omission committed by him and he will be liable to compensate the damages, if any, incurred to the company.

16.2 Use of duplicate money receipts, DCRs, tampering with money receipts ,DCRs and all other revenue documents, short and delayed payment of revenue collected, collection of illegal money from consumers etc. shall constitute sufficient grounds for the forfeiture of the Performance Security without any notice to the Rural Revenue Franchisee.

16.3 The selected Rural Revenue Franchisee will have to deposit Performance Security which will non-interest bearing in form of Bank Draft issued by a Nationalized Bank/Scheduled Bank only drawn in favour of the Electrical Executive Engineer, Electric Supply Division under which the Franchisee Village Feeder fails, payable at the Headquarter of the Electric Supply Division or in the shape of Bank Guarantee of Nationalized Bank/Scheduled Bank only in prescribed format of the company (Annexure”) in the following manner:-

Sl.no.	Performance Security Amount (Subject to upward revision every year)	Average monthly assessment of the Rural Revenue Franchisee during the last 6 month.
1.	Rs.10,000/-	Ra.1,00,000/-
2.	Rs.20,000/-	Rs.2,00,000/-
3.	Rs.40,000/-	Rs.4,00,000/-
4.	Rs.75,000/-	Rs. 6,00,000/-

17. REFUND OF PERFORMANCE SECURITY:-

The performance security will be refunded /returned to the selected Rural Revenue Franchisee after successful completion of the contract agreement and settlement of accounts within six(6) months of completion of contract period.

18. FORFEITURE/ENCASHMENT OF PERFORMANCE SECURITY

18.1 The performance security will be forfeited/encashed in case of any malpractice adopted by the appointed Rural Revenue Franchisee during the period of the work assigned to him.

18.2 The decision of the Electrical Executive Engineer, Electric Supply Division under which the Rural Revenue Franchisee falls shall be final and binding in this regard.

19.WORK PROGRESS:-

19.1 The Junior Engineer of the Electric Supply Section under whom the work has been awarded will monitor the progress of the work done by the appointed Rural Revenue Franchisee.

19.2 The appointed Rural Revenue Franchisee performing very poorly i.e. not able to achieve 80%of meter reading and bill distribution in consecutive three months after initial period of three months may be debarred from the executing of the work by cancellation of the work order and the work may be awarded to other valid applicants for which panel will be prepared.

20. QUALIFYING CRITERIA FOR INDIVIDUAL APPLICANT:

20.1 The individual applicant must be an matriculate or person with higher qualification.

20.2 The individual applicant must be permanent resident of that district.

20.3 The individual applicant must not have been debarred by the erstwhile Bihar State Electricity Board or Bihar State Power(Holding) Co. Ltd. and its subsidiary companies including NBPDC for undertaking or similar other jobs.

20.4 The applicant must not have been blacklisted by any State Electricity Board/Power Sector Company/State Government/Central Government/State and Central Undertakings and /or convicted by a Court of law will be rejected.

21. PAYMENT TERMS:-

1.	The paying officer will be Accounts Officers of the Electric Supply Division concerned.
2.	The selected Rural Revenue Franchisee shall furnish monthly service charge bill for the previous month in triplicate to the JEE,ESS concerned who shall check the service bills as per Rates and Terms and conditions of the contract agreement /work order and after deducting the amount of penalty ,if any, send the Assistant Electrical Engineer, Electric Supply Sub-Division concerned for verification within a week.
3.	The Assistant Electrical Engineer, Electric Supply Sub-Division will verify the service bills within a week and send the same to the Account Officer, Electric Supply Division concerned for payment.
4.	After due verification, the Account Officer will make payment out of Revolving Fund within 7 days.

22. CONTRACT PERIOD:

The contract period will be as stated above.

23. AGREEMENT:-

The selected applicant will have to execute an Agreement with the AEE, ESSD after depositing the Performance Security.

24.TERMINATION OFTHE AGREEMENT:-

i) NBPDCI at its sole discretion will be free to terminate the arrangement of recovery and collection of its monthly energy bills including accumulated arrears and DPS or any part thereof from the DS,NDS and LTIS consumers of the villages falling under the jurisdiction of the respective Franchisee Village / Feeder without assigning any reason, but after giving a written notice at least 14 days in advance to the Rural Revenue Franchisee ,in case the arrangement is found un-remunerative or against the interest of the NBPDCI or consumers or public in general. This arrangement will come to an end w.e.f. first day of the next calendar month following the calendar month during which the 14 days period of notice expires.

However, the Rural Revenue Franchisee will not be free to do so, unless it serves a written notice at least 60days in advance to the Engineer-in –Charge concerned.

iii)The liability of the Rural Revenue Franchisee will be over from the first day of the third calendar month following the calendar month during which the 60 days notice period expires ,provided he settles all the liabilities' and accounts as per the terms of the agreement and the provisions of the scheme.

25.CONDITION FOR TERMINATION OF CONTRACT AGREEMENT:-

i)The Assistant Electrical Engineer, Electric Supply Sub-Division will have the authority to terminate the contract of the selected Rural Revenue Franchisee and allot the same to any other willing valid applicant in case of unsatisfactory performance of the selected Rural Revenue Franchisee.

ii)In that case, the sum due from the Rural Revenue Franchisee will be deducted from his performance security.

26.BLACK LISTED FROM ANY SEBs/POWER SECTOR/STATE GOVT./CENTRAL GOVT./STATE AND CENTRAL GOVT. UNDERTAKING CONVICTED BY COURT OF LAW:-

Application submitted by any applicant who has been blacklisted by any State Electricity Board/Power Sector Company /State Government /Central Government /State and Central Undertakings and /or convicted by a Court of law will be rejected.

27. ISSUE OF IDENTITY CARD:-

Identity Card will be issued to the selected Rural Revenue Franchisee and/or his authorized representative(s) whose number will depend upon the average monthly assessment i.e. maximum (2) two persons per One Lac of assessment, by the Assistant Electrical Engineer for the purpose so that they may not face any difficulty in visiting the premises of the consumers.

28.AUTHENCITY OF THE DOCUMENT :

Every page of the application document along with enclosure must be signed by the applicant.

29. JURISDICTION OF THE COURT:-

In case of any legal dispute arising out of this application/contract , the Civil Courts of the area shall have the jurisdiction.

30.LEGAL STATUS:-

The legal status of the successful applicant will be the same as of Agent and in no case, he will be treated as a Licensee under the Electricity Act 2003 or any other Acts. He shall ensure compliance of all the Regulations, legal and other reporting requirements as applicable to the company.

31.ENGAGEMENT OF PERSONNEL:-

i)The compliance of all statutory provisions with regard to his authorized representative will be sole responsibility of the selected Rural Revenue Franchisee.

ii)Further, the selected Rural Revenue Franchisee or his authorized representative will have no claim employment ,if any ,from the company.

iii)The selected Rural Revenue Franchisee will abide by all the laws of land.

32.RESOLUTION OF DISPUTES:

i)Electrical Executive Engineer, Electric Supply Division of the area shall be Despite Resolution Officer who will resolve the all the disputes of the Rural Revenue Franchisee, within thirty days after the receipt of the petition of the Rural Revenue Franchisee disputing any issue concerning his operation or service bills.

ii) Electrical Superintending Engineer, Electric Supply Circle will be the Appellate Authority who will settle the appeal against any decision delivered by the Electrical Ex. Engineer, Electric Supply Division of the area in the matter of such disputes.

33. STATUTORY FORMS AND FORMATS:-

NBPDCL shall provide all statutory forms and formats required by the Rural Revenue Franchisee for effective functioning.

34.AUTHORIZTION:

NBPDCL shall take immediate steps to authorize the Rural Revenue Franchisee Rural Revenue Franchisee for undertaking the job of Rural Revenue Franchisee after execution of the agreement as provided under law and in terms of the rules and regulations of NBPDCL in force.

35. REVENUE COLLECTION COUNTERS OF NBPDCL IN THE AREA OF OPERATION

NBPDCL may close down its own revenue collection counters in the area of operation of Rural Revenue Franchisee at appropriate stage depending upon the performance of the recovering Rural Revenue Franchisee.

Sd/-

Chief Engineer (Commercial)
NBPDCL

ANNEXURE – A : FORMAT FOR AFFIDAVIT

Before,

The Notary Public

Civil Court,

I aged aboutyears, son of
R/o.Muhallah/Village.....P.S.....
District..... do hereby solemnly affirm and declare as follows :

That I am the permanent resident of village/ Muhalla P.S.
..... District.....

1. That I am working in the local village level enterprises /Village Vasudha Kendra located at -----(delete if not applicable).
2. That I am running a cyber café under the name of ----- located at -----
----- (delete if not applicable).
3. That I or any of my Agency/Firm/Company/ Registered Societies, if any, has not blacklisted from any state Electricity Board/ Power Sector Utility / State Government/ Central Government/ State & Central Government Undertakings has neither been convicted nor any cognizance has been taken against me or my Agency/ Firm/ Company/ Registered Societies by any court of law till date.
4. That I or any of my Agency/ Firm/ Company/ Registered Societies, if any, has not Central Government/ State & Central Government Undertakings.

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

Witness

Deponent

1.....

.....

ANNEXURE – B
PROFORMA OF CONTRACT AGREEMENT.
(To be stamped in accordance with stamp Act)

This Contract made this only of of two thousand between North Bihar Power Distribution Company Limited, Patna constituted under Indian Company Act, 1956 (herein after referred to as “NBPDC”) on the one part and Sri.S/o, W/o, D/o. Sri. by religionpermanent resident of village P.O.....P.S.....District.....

(hereinafter referred to as the “Rural Revenue Franchisee”, which expression, shall unless excluded by or repugnant to the context including his / heirs, legal representative, successors, executors, administrators and permitted assigns) on the other part.

Whereas the NBPDC has agreed to award the work of Rural Revenue Franchisee as per LOA for Rural Revenue Franchisee Under Electric Supply Section And the Rural Revenue Franchisee agreed to execute the said work in accordance with General Conditions of Rural Revenue Franchisee Scheme vide notification No. Dated Of NBPDC, Patna with the following terms and conditions.

- i) The “Rural Revenue Franchisee “, agrees to execute the above work and deliver the above said services in conformity with the provisions of the general conditions of notification No. dated of NBPDC, Patna and LOA referred to above which forms a part of this contract within the period specified in the bid document.
- ii) NBPDC hereby agrees to pay to the “Rural Revenue Franchisee “ , on due performance of the contract, the contracted remuneration for the work of Rural Revenue Franchisee from the fund of NBPDC in the manner and in accordance with the terms specified in notification No. dated of NBPDC, Patna as also in the LOA / W.O. No.datedissued.
- iii) Other conditions, if any to be mentioned in witness whereof the said parties hereto have hereunto set and subscribed their respective hand and seal the day and year first above written.

I signed on behalf of the Rural Revenue Franchisee named above.

(Name)

Designation)

Signature on behalf of the NBPDC

Signature on the behalf of Rural Revenue Franchisee

1. Witness

1. Witness.

2. Witness

2. Witness.

ANNEXURE – C

PERFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

Ref.:

Date

Bank Guarantee No.

Date

To,

The Electrical Executive Engineer,

Electric Supply Division,.....

North Bihar Power Distribution Company Limited.

Dear Sir,

In consideration of North Bihar Power Distribution Company Ltd. (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the context or meaning there of include its successors , administrators and assigns) having awarded to Sri. Son of permanent resident of village..... Post office Police Station District.....(hereinafter referred to as "Rural Revenue Franchisee" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns,) the job of Rural Revenue Franchisee for Rural Revenue Franchisee vide owner's Letter of Award No.datedand the same having been acknowledged by the "Rural Revenue Franchisee", resulting in a contract bearing No. datedfor Rural Revenue Franchisee under Electric Supply Section (Please furnish the name of the Electric Supply Section) and the "Rural Revenue Franchisee " having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract amounting to Rs.(Rupees.....)only.

We(Name and address of Bank), having its 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 assigns) do hereby guarantee and undertake to pay the owner, on demand any or all monies payable

by the "Rural Revenue Franchisee" to the extent of Rs.....(rupees.....) only as aforesaid : at any time up to(days / month/ year) without any demur, reservation, recourse or protest and / or without any reference to the Rural Revenue Franchisee".

Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner the "Rural Revenue Franchisee" or any dispute pending before any Court, Tribunal , Arbitrator or any other authority, the Bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the contract by the "Rural Revenue Franchisee". The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the "Rural Revenue Franchisee", 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, in the contract between the owner and the "Rural Revenue Franchisee", or any other course or remedy or security available to the owner. The Bank shall not be released to its obligations under these present by any exercise by the owner of 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 the owner or any other indulgences shown by the owner or by any other matter or thing what so ever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the owner 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 "Rural Revenue Franchisee", and notwithstanding any security or other guarantee the owner may have in relation to the "Rural Revenue Franchisee", liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired Sri..... on whose behalf this guarantee has been given.

Dated this day of20.....at.....

(Signature of the Authorized Signatory of the Bank)

Seal of the Bank.

Name of the Signatory

Witnesss :

.....

.....

(Signature)

(Signature)

Name & Address

Name & Address

