

S P E C I M E N

(To be executive on Rs. 50/- Non-Judicial Stamp Paper)

Suits, if any, in respect of any disputes arising out of this Agreement shall be subject to Jurisdiction of Courts in the State of Himachal Pradesh, Shimla.

BOND

KNOW ALL MEN that by these present we -----
S/O Shri-----R/O-----
------(here in referred to as “Trainee-employee”) and -----
-----S/O Shri-----R/O-----
------(here in after referred to as “Surety”) do here by firmly bind ourselves and our respective heirs, executors, administrators into Satluj Jal Vidyut Nigam Limited , Himfed Building , Near BCS, New Shimla (H.P) – 171009. (here in after called “Nigam”) in the sum of Rs. 50,000/- (Rupees Fifty Thousand only) for General /OBC category candidates and for SC/ST Rs. 25,000/- (Rupees Twenty Five Thousand only) in terms of this bond.

WHEREAS the trainee-employee has been selected by the Nigam as an Executive Trainee () vide its offer of appointment No. CC/Pers./Rectt/200 dated ----- for imparting training to him/her with a view to utilize his/her services in the Nigam, which offer, has been unequivocally accepted by the Trainee-employee.

AND WHEREAS in terms of Clause-6 of the terms and conditions of the said offer of appointment, the Trainee-Employee is required to undergo training for a period of one year and thereafter to serve the Nigam for a period of three years as stipulated in the offer of appointment.

AND WHEREAS in terms of the Clause-15 of the terms and condition of the said offer of appointment, the Trainee-Employee and his Surety are required to execute a Service Agreement Bond on Non-Judicial Stamp Paper in favour of the Nigam undertaking to complete the training and thereafter to serve the Nigam for a period of three years, failing which the Trainee-employee and the Surety shall be jointly and severally bond unto the Nigam in the sum of Rupees mentioned above in terms of this bond.

Signature
(Surety)

Signature
(Trainee Employee)

NOW THEREFORE this Bond witnessth as under:

1. That the Trainee-employee shall undergo the training provided by the Nigam for a period of on year, which may be extended at the discretion of the Nigam/during which period the Trainee-employee shall diligently, faithfully and to the best of his /her ability undergo the training and conduct and behave himself/herself honestly, orderly and obediently towards his/her superiors and management of the Nigam and will devote his/her whole time to the duties assigned to him/her by the Nigam and will not engage directly or indirectly in any trade, business or occupation till the end of the period for which he/she is bound to serve the Nigam.

2. That the Trainee-Employee shall not leave the Nigam during the prescribed training period of one year which may be extended at the discretion of the Nigam or during the period of service of the Nigam for the stipulated period of three years after completion of the training, except for reasons of continued serious ill-health / incapacitating him/her to work provided that such ill health has not been brought about by his/her own neglect, carelessness, design or misconduct about which the decision of the Nigam shall be conclusive and binding.

3. That the Trainee-Employee shall promptly obey his/her superiors and comply with their orders, instructions issued from time to time and at all times and in all respects shall faithfully observe all the Rules and Regulations of the Nigam.

4. That the Trainee-Employee shall observe secrecy and /in no way divulge or disclose to any person or persons whatsoever, the secrets entrusted to him/her or coming to his/her knowledge in the course of his /her training and service with the Nigam either in relation to its works, business or its customers.

5. That the Trainee-Employee shall not commit or cause to be committed any waste, damage, or other injury to the property and/or goods of the Nigam nor shall he/she lend any such property or goods to any person without the permission of the management of the Nigam.

6. That the Trainee-Employee shall not participate in political activities nor shall become a member of political organizations.

Signature
(Surety)

Signature
(Trainee Employee)

7. That if the Trainee-Employee fails to complete his/her training successfully and /or serve the Nigam for the stipulated period of three years thereafter, the Trainees-Employee and the Surety undertaking that they shall jointly and severally compensate the Nigam for all the expenses incurred by it on account of and in connection with his/her training. The expenditures incurred by the Nigam on account of and in connection with the training of the Trainee-employee shall include the stipend, T.A. etc. paid the Trainee-Employee during the training period, the cost of supervision , overhead and other direct and indirect expenses incurred by the Nigam on the training. The decision of the Chairman-Cum-Managing Director / General Manager or an officer nominated by the Competent Authority shall be final and binding as to the total amount of expenditures incurred by the Nigam on account of and in connection with the training of the Trainee-Employee. However, the total amount recoverable under this Clause shall not exceed Rs. 50,000/ or 25,000/- only as the case may be. Further the Trainee-Employee shall on the termination of his/her training/service by the Nigam or on his/her leaving the said training/service whenever it may happen shall account for, pay and peacefully deliver to the Nigam all the stocks in trade/books of accounts, documents, papers and affects then in his/her possession and custody and belonging or relating to the Nigam.

8. That at the end of the stipulated and extended period of training, as the case may be, the suitability of the above Trainee-Employee for employment in the service of the Nigam will be evaluated by the Competent Authority of the Nigam on the basis of his/her performance during the period of training and the decision of the Competent Authority of the Nigam in this regard shall be final and binding on the Trainee-Employee and the Surety. In case the Trainee-Employee despite due opportunity to improve himself/herself during the initial or extended period of training, fails to complete the training successfully, he/she would be liable to reimburse to the Nigam the expenses incurred by it as detailed in Para 7 above.

9. That if in the opinion of the Competent Authority of the Nigam, the Trainee-Employee has successfully completed the training, the Trainee-Employee shall be bound to accept the employment of the Nigam and shall continue to be in the employment of the Nigam at its discretion in any subsidiary of the Nigam or in any department or any Undertaking of the Government of India, for a period of three years thereafter, unless his/her services are duly terminated by the Nigam before that period.

Signature
(Surety)

Signature
(Trainee-Employee)

10. That as per the offer of appointment, the Trainee-Employment's Scale of Pay will be Rs. 8600-14600/- (IDA) during training.

11. That the Nigam shall have the right to suspend or dismiss the Trainee-employee for any breach on his/her part to comply with any of the terms and conditions of the offer of appointment or this Bond or those of the training scheme and/or any of the Rules and Regulations of the Nigam for the time being in force and/or any concealment of any disease or disability from which the Trainee-Employee was suffering prior to his/her appointment, in which event, the Trainee-Employee and the Surety aforesaid shall jointly and severally be liable to reimburse to the Nigam the expenditure incurred on account of and in connection with the training imparted to the Trainee-Employee as provided hereinbefore under this Bond. The said Surety in his individual and personal capacity hereby undertakes and guarantees to pay to the Nigam, on demand, the expenditure incurred on the account of and in connection with the training of the Trainee-Employee as detailed in Para-7 above, in case the Trainee-Employee commits breach of any of the terms and conditions of this Bond or the training scheme of the Nigam. The said Surety further agrees that the Nigam at its discretion shall be entitled to enforce this Bond against the Surety as a Principal Debtor in first instance, without proceeding against the Trainee-Employee and notwithstanding any amounts which may be payable by the Nigam to the Trainee-Employee.

12. That for matters not provided for in this Service Agreement Bond, the Trainee-Employee shall be governed by the offer of appointment and Rules and Regulations of the Nigam in force from time to time.

13. That the Nigam, however, may at its discretion alter, interrupt or terminate the training in the event there are adverse reports regarding the progress of training or health of the Trainee-Employee without thereby incurring and liability to the Trainee-Employee.

14. That the above Trainee-Employee and Surety further agree that if the Trainee-Employee leaves training or service of the Nigam before the expiry of the stipulated period of training and service, thereafter, he/she and the Surety will not only be liable to reimburse to the Nigam the expenses incurred by it on account of and in connection with the training, but will also be required to give one month advance notice or pay further amount equivalent to one month salary last drawn in lieu of notice, in terms of the offer of appointment.

**Signature
(Surety)**

**Signature
(Trainee-Employee)**

15. That after completion of three years service, if the Trainee-Employee wants to leave service of the Nigam then he/she shall give one month advance notice to the Nigam, failing which he/she will also be liable to pay to the Nigam compensation equivalent to one month salary.

16. That in the event of insolvency, lunacy or death of the Surety, the above bounden Trainee-Employee undertakes to intimate the Nigam of the event with satisfactory proof thereof within 15 days of the occurrence, and shall execute a fresh bond with a fresh Surety or Sureties as may be acceptable to the Nigam, without prejudice to the rights of the Nigam to proceed against the original Surety or his estate

17. That in case the Trainee-Employee does not comply with the terms and conditions contained in the offer of appointment, the Rules and Regulations of the Nigam and the covenants contained in this Bond, the Trainee-Employee and his Surety undertake that they shall jointly and severally pay to the Nigam on demand without any demur the amount demanded by the Nigam towards the expenses incurred by it on account of and in connection with the training of the Trainee-employee including Salary, TA/DA, passage fare, cost of supervision, overhead charges, direct and indirect expenses incurred by the Nigam, provided that the total amount recoverable on account of and in connection with the training shall not exceed Rs. 50,000/- and Rs. 25,000/- as the case may be plus an amount equivalent to three months Salary in lieu of notice period, if any, as per offer of appointment applicable and any other amount that may be due to the Nigam on account other payment or on other accounts, if any.

AND UPON making such payment and satisfaction of this clause the above –written obligation of the Bond shall be void, otherwise it shall remain in full force and virtue.

PROVIDED FURTHER that the liability of the said Shri-----
-----and Shri-----
(Surety) hereinunder shall not be impaired or discharged by reasons of time being granted to the Trainee-Employee and /or the Surety for fulfilling their obligations under this Bond or by any forbearance, act of omission & commission on the part of the Nigam or any person (s) authorized by it (whether with or without the consent or knowledge of the said Surety), nor shall it shall be necessary for the Nigam to due the Trainee-employee before issuing the Surety for recovery of amount due hereunder.

18. All suits in respect of any dispute arising out of this service Agreement Bond shall be instituted in the Courts at Shimla only.

**Signature
(Surety)**

**Signature
(Trainee-Employee)**

19. That the Trainee-Employee and Surety agree that the decision of the Competent Authority as to the correct interpretation of the Bond, Rules and Regulation of the Nigam and as to whether the Trainee-Employee has or has not observed and complied with the obligations herein recited, shall be final and binding.

IN WITNESS WHEREOF the parties here to have signed these present on this -----
(day)------(month)------(year)-----at -----
(place) in the presence of the following witnesses:

1. WITNESS

Signature:
Name :
Occupation:
Address :

Signature
(Trainee-Employee)
Name:
Address :

2. WITNESS

Signature:
Name :
Occupation:
Address :

Signature
(Surety)
Name:
Occupation
Address:
Income Tax A/c No.—

Signature
(Trainee-Employee)

Signature
(Surety)

ATTESTED
(Signature of Gazetted
Officer/Notary Public

ATTESTED
(Signature & Seal of Gazetted
Officer/Notary Public)

WITNESS

ACCEPTED
For and on behalf of SJVN

Signature:
Name :
Occupation:
Address:

Signature
(Trainee-Employee)
Name:
Address: