



भारत संचार निगम लिमिटेड
(सरकार द्वारा संचालित)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

No. 252-2/2004-Pers-III
Dated: 25.3.2004

To

All Heads of the Telecom Circles,
Bharat Sanchar Nigam Limited.

**Sub: Forwarding of Form of Agreement for
Sr.TOA (G) cadre----**

I am directed to enclose herewith a copy of Form of Agreement (Bond) for Sr.TOA (G) cadre for favour of further necessary action at your end.

Encl: As above.

(RAJENDER PRASAD)
ASSTT.DIRECTOR GENERAL (PERS-III)
TEL: 23310401. FAX: 23725255.

भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

A Govt. of India Enterprise

PUBLISHED BY HRD CELL OF BSNL

FORM OF AGREEMENT FOR CANDIDATE TO BE TRAINED AS SR.TOA(G) IN B.S.N.L.

THIS Agreement is made at _____ This _____ day of _____ 200_____ between Shri _____ son of Shri _____ resident of _____ (hereinafter called the Trainee which expression shall unless excluded or repugnant to this context be deemed to include its successors/assignees, executors, Legal heirs, administrators) of the FIRST PART and Shri _____ son of Shri _____ resident of _____ (hereinafter called the surety which expression shall unless excluded or repugnant to this context be deemed to include its successors/assignees, executors, Legal heirs, administrators) of the SECOND PART and BHARAT SANCHAR NIGAM LTD. a company incorporated under the Companies Act, 1956 having its registered Office at Sanchar Bhawan, 20, Ashoka Road, New Delhi (hereinafter called BSNL which expression shall unless excluded or repugnant to this context be deemed to include its successors/assignees, executors, Legal heirs, administrators) of the THIRD PART acting through _____ its authorized official.

WHEREAS the trainee has been selected by the BSNL for training in _____ at _____ for a period of _____ weeks and trainee has agreed to undergo the same on the terms and conditions contained hereinafter.

AND WHEREAS the BSNL shall spend a substantial amount for the training of the trainee and shall pay a stipend of Rs. 3990/- plus Industrial Dearness Allowance (IDA) at the rate applicable from time to time during his training period at specified location (s) as may be decided by the CGMT.

Contd....

AND WHEREAS the sum of Rs. 5000/- (Five Thousand Rupees only) has been deposited by the trainee S/ri _____ in favour of Accounts Officer (Cash), BSNL, O/o CGMT of the respective Circle vide Demand Draft No. _____ dated _____ as interest free security for due fulfillment of conditions of this agreement.

Now these presents witness and it is hereby mutually agreed and declared by and between parties hereto as follows.

1. BSNL shall provide training, the nature and duration of which shall be determined by Chief General Manager - Telecom (herein - after referred to as the CGMT) whose decision in this behalf shall be final and binding.

Provided that the CGMT may at any stage without assigning any reason discontinue his training, if in his opinion (which shall be final and binding), the trainee appears to be unlikely to become an efficient _____ (cadre).

2. The said trainee shall-

- (A) - Undergo the course of training at any BSNL training center, selected from time to time, by the CGMT.
- (B) Undergo under such training at the said places with due diligence and comply with the instructions of all authorized officers in regard to training and discipline at the said places.

3. THAT the trainee has agreed with the company that after completion of the training, he shall serve BSNL in such department or departments at such place or places in India in such capacity in connection with BSNL's business as BSNL may require from time to time, for at least 2 years after completion of aforesaid training, on terms and conditions contained hereinafter and in accordance with the rules and regulations of BSNL as applicable from time to time to such trainees.

4. THAT the BSNL has called upon the trainee to furnish a Bond to the extent of Rs.5000/- (Rupees five thousand only) for indemnifying the Company against all losses or damages which the BSNL may suffer by reason of the breach of the terms of this agreement by the trainee.

5. THAT the surety, at the request of the trainee, has agreed to give a Bond for the said sum of Rs. 25,000/- (Rupees Twenty Five thousand only) in the manner hereinafter appearing.

6. THAT the trainee and surety have agreed that in the circumstances if the trainee commits breach of any conditions of this Agreement or, in case the training of the said trainee is discontinued under the provisions to clause (1) above and the CGMT is satisfied that the failure of the trainee to reach the necessary standard is due to his/her work (the decision of the CGMT in this behalf being final), or in case of continued adverse reports regarding his/her

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conduct or his/her political activities directed against the Government of his/her country/BSNL, or if the trainee voluntarily quits for reasons not beyond his/her control any time during the course of training, or on completion thereof does not serve the BSNL for period upto two years or during such period of service does not carry out his/her duties with diligence. BSNL shall have full powers to forfeit the amount of security deposit without any notice to the trainee and surety. Trainee & surety have further agreed that they jointly or severally shall pay and refund forthwith to the BSNL on demand an amount of Rs.25,000/- (Rupees Twenty Five thousand only) paid to him/her as stipend during the period of his/her training together with training expenses incurred on him/her by the Company, which in this case shall be Rs. 12000/- for eight weeks along with the interest @ 18% p.a. along with losses/damages which BSNL may suffer by reason of the Breach of the conditions of Agreement and upon the trainee and/or the surety making such payment, the above written bond shall be void and of no effect, otherwise it will remain in full force and virtue.

7. THAT Liability of the surety hereunder shall not in any manner be affected by any time granted to the trainee or any other indulgence which may be shown to him in respect of the recovery of the said money(s) by BSNL or shall it be necessary for the BSNL to sue the trainee before suing the surety for the amount due hereunder.

8. THAT during the continuance of this agreement the trainee shall not, without the previous consent of BSNL, enter the services of, nor be employed in any capacity, whether advisory, executive or otherwise or for any part of his time by any person, company undertaking or concern other than BSNL. Similarly the trainee shall also not undertake/commence any business or trade etc. of any kind without prior permission of BSNL.

9. THAT during the period of this Agreement, the trainee shall conform strictly to all rules, regulations, instructions, bye-laws, etc of BSNL and work diligently and faithfully and obey all lawful commands of his seniors.

10. The trainee shall devote his whole time and attention to the business of BSNL as above mentioned and shall not participate, be engaged or be interested or concerned, directly or indirectly, in any other business or occupation of any kind or nature whatsoever.

11. The trainee shall at all times conduct himself in a manner befitting his position and the prestige of BSNL and show civility to and strictly obey and carry out all lawful orders and instructions of all persons placed by BSNL in authority over him and shall in all things use his best endeavors to promote the interest of BSNL in its business and shall not utilize or divulge to any person, any of BSNL's or his connections, trade, secrets or affairs. He shall also observe and conform to all the rules and regulations and arrangements of BSNL for the time being in force and amended time to time for the control of BSNL's staff.

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12. In witness whereof, the trainee and the surety have here unto set their respective hands and BSNL has here unto caused _____ on his behalf to set his hand this the _____ day of _____.

WITNESS

1.

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Employee

2.

.....
Surety

3.

For BHARAT SANCHAR NIGAM LTD.

Authorized Signatory

Note: The sureties should be permanent Central/State Government/BSNL employees and a certificate to this effect issued by the employer of the Sureties should also be attached.