

BOND AGREEMENT

This agreement is made at _____ this _____ day of _____ 20____ between Shri/Smt./Kum _____ son/daughter/wife 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/Smt./Kum _____ son/daughter/wife 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 LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001 (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 Chief General Manager, Telecommunications, _____ its authorized official.

WHEREAS the trainee has been selected by the BSNL for training in the cadre of Junior Telecom Officer at _____ for a period of _____ weeks/years and the 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 monthly stipend at the rate applicable from time to time during the pre-appointment training period at specified location(s) as may be decided by the CGMT.

AND WHEREAS the sum of Rs.5.000/- (Rupees five thousand only) has been deposited by the trainee Shri/Smt./Kum _____ 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 fulfilment of conditions of this agreement.

Now these present witnesses 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 the Chief General Manager Telecom (hereinafter 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 be an efficient Junior Telecom Officer.

2. The said trainee shall :
 - (A) Undergo the course of training at any BSNL Training Centre, selected from time to time by the CGMT.
 - (B) Undergo 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/she 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 five 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. 2,00,000/- (Rupees Two Lac 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. 2,00,000/- (Rupees Two lac 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 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 a period up to 5 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 and surety have further agreed that they jointly or severally shall pay forthwith to the BSNL on demand an amount of Rs.2,00,000/- (Rupees Two Lac) as bond amount along with the interest @ 18% p.a., which BSNL may suffer by reason of the Breach of the conditions of the 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/her 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 the 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/herself in a manner befitting his/her 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 endeavour to promote the interest of BSNL in its business and will not utilize or divulge to any person, any of BSNL's or his/her connections, trade, secrets or affairs. He/She shall also observe and conform to all the rules and regulations and arrangements of BSNL for time being in force and amended from time to time for the control of BSNL staff.

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

Witnesses:

1.
Trainee
2.
Surety

For Bharat Sanchar Nigam Limited

Authorized signatory

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

Instructions for filling Bond Agreement

1. The Bond should be on Rs.100/- Non-judicial Stamp Paper and duly attested by a notary on each paper.
2. The Bond Agreement should be signed by the Surety who should be a permanent Central Govt./State Govt./BSNL/PSUs employee.
3. Employment Certificate of Surety (Preferably on department letter head) should be issued by the Employer of the Surety in the format attached.
4. In the Bond paper the columns at (a) THIRD PART in para (I) of 1st page. (b) 12th Para in 3rd page and (c) authorized SIGNATORY will be filled by this Office (BSNL).
5. Witness should mention their names and addresses.
6. Candidate should mention their contact phone no. with STD code.

Employment Certificate of Surety
(Preferably on department letter head).

This is to certify that Sh./Smt./Kumari.....son/wife/daughter ofis a permanent employee ofDepartment. He/She is presently working ascadre atplace. The official/officer is working in this Department, since.....

Station:

Signature:

Date:

Name:

Designation:

Office:

Office Seal:

Note: - This certificate is to be filled and signed by the Competent Authority of the Employer of the Surety.

ATTESTATION FORM
WARNING

The furnishing of false information or suppression of any factual information in the Attestation Form would be a disqualification, and is likely to render the candidate unfit for employment under the Bharat Sanchar Nigam Limited, a Government of India enterprise.

2. If detained, convicted, debarred etc. subsequent to the completion and submission of this form, the details should be communicated immediately to the authority in Bharat Sanchar Nigam Limited to whom the Attestation Form has been sent earlier, as the case may be, failing which it will be deemed to be a suppression of factual information.

3. If the fact that false information has been furnished or that there has been suppression of any factual information in the Attestation Form comes to notice at any time during the service of a person, his services would be liable to be terminated.

Affix signed passport size
(5cm X 7cm approx.)
copy of recent photograph
when asked for

1.	Name in full (in block capitals with aliases if any). Please indicate if you have added or dropped in any stage any part of your name or surname.	Surname	Name
2.	Present address in full (i.e. Village, Thana and District, or House number, Lane/Street/Road/ & Town)		
3.	(a) Home address in full (i.e. Village, Thana and District, or House number, Lane/Street/Road and Town and Name of District Headquarters). (b) If originally a resident of Pakistan the address in that country and the date of migration to Indian Union.		

4. Particulars of places (with periods of residences) where you have resided for more than one year at a time during preceding five years. In case of stay abroad (including Pakistan) particulars of all places where you have resided for more than one year after attaining the age of 21 years should be given.

From	To	Residential address in full i.e. Village, Thana and District or house number Lane/ Street/ Road and Town	Name of District Head quarters of the place mentioned in the preceding column			
5.	Name	Nationality (by birth & or by domicile)	Place of birth	Occupation (if employed give designation & official address)	Present postal address (if dead give last address)	Permanent home address
i) Father name in full, aliases if any						
ii) Mother						
iii) Wife/ Husband						
iv) Brother(s)						
v) Sister(s)						

5. Information to be furnished with regard to sons and / or daughters in case they are studying / living in a foreign country.

Name/ relation	Nationality by birth & or by domicile	Place of birth	Country in which studying/ living with full address	Date from which studying/ living in the country mentioned in previous column

6. Nationality

7. (a) Date of birth	(a)
(b) Present age	(b)
(c) Age at Matriculation	(c)
8. (a) Place of birth, District & State in which situated	(a)
(b) District and State which you belong	(b)
(c) District and State to which your father Originally belongs.	(c)
9. (a) Your religion	(a)
(b) Are you a member of a Scheduled Caste/ Scheduled Tribe? Answer 'Yes' or 'No' and if the answer is 'Yes' state the name thereof	(b)

10. Educational Qualifications showing places of education with years in schools and colleges since 15th year of age.

Name of School / College with full address	Date of entering	Date of leaving	Examination passed

11. (a) Are you holding or have any time held an appointment under the Central or State Government or a Semi Government or Quasi Government body, or an autonomous body, or a public undertaking or a private firm or institution? If so, give full particulars with dates of employment upto date.

Period		Designation, emoluments and nature of employment	Full name and address of employer	Reasons for leaving previous service
From	To			

<p>11. (b) If the previous employment was under the Govt. of India/ State Govt. or undertaking, owned or Controlled by the Govt. of India or a State Govt./ An autonomous body / University/ Local body. If you had left services on giving a month notice under Rule 5 of Central Civil Services (Temporary Service) Rules 1965 or any similar corresponding rules, were any disciplinary proceedings framed against you, or had you been called upon to explain your conduct in any matter at the time you were given notice of termination of service, or at a subsequent date before your service actually terminated.</p>	
<p>12. (i) a) Have you ever been arrested? b) Have you ever been prosecuted? c) Have you ever been kept under detention? d) Have you ever been bound down? e) Have you ever been fined by a court of law? f) Have you ever been convicted by a court of law for any offences? g) Have you ever been detained from examinations or restricted by any university or any other educational authority/ institution? h) Have you ever been debarred / disqualified by any Public Service Commission for any of its examinations/ selections? i) Is any case pending against you in court of law? j) Is any case pending against you in any University or any other educational authority institutions at the time of filling up this attestation form?</p>	<p>Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No</p>
<p>12. (ii) If the answer to any of the above mentioned question is 'Yes' give full particulars of the case arrest/ detention/ fine/ conviction sentence/ punishment etc. and or the nature of the case pending in the court/ University, Educational authority etc. at the time of filling up this form.</p>	<p>Yes / No</p>

NOTE: (i) Please also see the warning at the top of this Attestation Form.
(ii) Specific answers to the questions should be given by striking out 'Yes' or 'No', as the case may be.

<p>13. Name of two responsible persons of Your locality or two references to Whom you are known.</p>	<p>1. 2.</p>
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I certify that the foregoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances, which might impair any fitness for employment in Bharat Sanchar Nigam Limited.

Signature of candidate

DECLARATION

I understand that my appointment after successful completion of the requisite pre-appointment training is only temporary and that appointment may be terminated at any time by a month's notice given by the appointing authority in Bharat Sanchar Nigam Limited without assigning any reason. The appointing authority in Bharat Sanchar Nigam Limited however, reserves the right of terminating the services of the undersigned forthwith or before the expiration of the stipulated period of notice by making payment of a sum equivalent to the pay and allowances for the period of notice or the unexpired period thereof.

I agree that if I wish to resign my employment, I shall give notice in writing 30 days in advance of my intention to resign or in default to pay to the Bharat Sanchar Nigam Limited, a Government of India Undertaking such amount as the appointing authority in Bharat Sanchar Nigam Limited may fix.

I..... declare as under:

- (1) That I am unmarried/a widower/widow.
- (2) That I am married and have only one wife/husband living.
- (3) That I am married and have more than one wife/husband.

I request that in view of the reasons stated below I may be given exemption from the operation of the restrictions on the recruitment to the services regarding persons having, more than one wife/husband living.

REASONS:

I solemnly affirm that the above declaration is true and I understand that in the event of the declaration being found to be false or incorrect after my appointment I shall be liable to be dismissed from service.

SIGNATURE OF THE CANDIDATE

NAME:

Place:

Date:

CHARACTER CERTIFICATE

Certified that Shri/Smt./Kum..... son/ daughter/wife of Shriis known to me for the last Years.....months and that to the best of my knowledge and belief, he/she bears a reputable character and has no antecedents which render him/her unsuitable for employment in BSNL, a Govt. of India Enterprise.

Shri/Smt./Kum.....is not related to me.

Signature:.....

Name:.....

Designation:.....

(SEAL)

Place:-

Date:-

CHARACTER CERTIFICATE

Certified that Shri/Smt./Kum..... son/ daughter/wife of Shriis known to me for the last Years.....months and that to the best of my knowledge and belief, he/she bears a reputable character and has no antecedents which render him/her unsuitable for employment in BSNL, a Govt. of India Enterprise.

Shri/Smt./Kum.....is not related to me.

Signature:.....

Name:.....

Designation:.....

(SEAL)

Place:-

Date:-

OATH OF ALLEGIANCE

I do swear/solemnly affirm that I will be faithful and bear true allegiance to India and to the Constitution of India as by Law established. I will uphold the sovereignty, integrity of India and I will carry out the duties of my office loyally, honestly and impartially. "So help me God".

Signature:

Station:

Date:

Name in full:

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Undertaking)

I.....
son/daughter/wife of Shri accept the conditions that my pre-appointment training to be imparted by the Bharat Sanchar Nigam Limited, a Govt. of India Undertaking conveys no guarantee of appointment immediately after completion of the training and that I may be discharged without notice if found unsuitable.

Signature:

Place:

Date:

Name in full:

UNDERTAKING REGARDING POLICE/CASTE CERTIFICATE VERIFICATION

I..... son/daughter/wife of Shri.....

Roll No..... provisionally selected candidate for appointment as JTO in BSNL, do hereby undertake that in case I am deputed for JTO pre-appointment training in anticipation of my PVR, BSNL is fully empowered to give me appointment only on receipt of PVR. If anything adverse is reported in PVR, the entire expenditure incurred in training will be recovered from me as per Bond Agreement. I hereby also undertake that I will not claim for appointment as JTO in BSNL and my candidature may be cancelled in that case.

The appointment of the candidates claiming to be belonging to SC/ST/OBC is provisional and is subject to verification of the caste/tribe certificate through proper channels and if the claim to belong to SC/ST/OBC is found to be false, the services will be terminated forthwith without assigning any reason and without prejudice to such further action that may be taken under the Indian Penal Code for production of false certificate.

(Signature of Candidate)

Name of Candidate

Roll No.

Address

All India Rank

Note:- The Circle Heads are advised to persue with Police authorities/District Authorities for getting PVR (Police Verification Report) at the earliest possible.

IDENTITY CERTIFICATES

(Certificate to be signed by any one of the following)

- (i) Gazetted officers of Central/State Govt.
- (ii) Member of Parliament or MLA belonging to the constituency of where the candidate or his parents/guardians ordinarily resident
- (iii) Sub-divisional Magistrate/Officer
- (iv) Teshildar or Naib/Deputy Teshildar authorised to magisterial power
- (v) Principal /Head master of recognised college or institution where the candidate studied last .
- (vi) Block development officer
- (vii) Post Masters
- (viii) Panchayat Inspectors

Certified that I have known Sh./Smt./ Kumari.....son/daughter of Sh.....for the lastyearsmonths.....and that of the best of my knowledge and belief the particulars furnished by him/her are correct

Signature

Designation or status and address

Place:.....

Date:.....

TO BE FILLED BY THE OFFICE

1. Name designation and full address of the :
Appointing Authority
2. Post for which the candidate is being considered :

समक्ष-नोटरी पब्लिक अधिकारी.....
शपथपत्र

में..... आयु लगभग..... वर्ष
 वरु श्री..... तहसील/जिला.....
 शपथपूर्वक कथन करता हूँ कि.....

- 1 यह कि मैं जन्म से..... निवासी हूँ।
- 2 यह कि मैंने कभी किसी आपराधिक कार्य में भाग नहीं लिया है न ही मेरे विरुद्ध किसी न्यायालय में कभी कोई दंडित प्रकरण चला है और न ही अभी लक्षित है।
- 3 अपराधिक प्रकरण के संबंध में मेरे द्वारा पूर्ववत् अंतरगत दिये गये विवरणों में मेने किसी साक्ष्य को जानबूझकर जानते हुये नहीं छुपाया है।
- 4 यह कि मेरा दायन भारत संचार निगम लिमिटेड में जूनियर टेलीकॉम अधिकारी के पद के लिये हुआ है जिसमें मेरे चरित्र बावत पुलिस से सत्यापन कराया जाना है।

अतः उक्त कार्य हेतु शपथ पत्र प्रस्तुत है।

हस्ताक्षर

सत्यापन

में..... वरु श्री.....
 निवासी..... यह सत्यापित करता हूँ कि
 शपथपत्र कडिका 1 लगायत 4 के कथन मेरे स्वतः ज्ञान से सत्य व सही है।

हस्ताक्षर