

GUIDELINES FOR EXECUTING THE SERVICE AGREEMENT-CUM-SURETY BOND FOR ASSISTANT MANAGER (HR) TRAINEE BATCH 2018

Please read the following instructions carefully before you proceed to execute the Service Agreement-cum-Surety Bond.

1. The surety should be either a Government servant or a domicile of M.P.
2. The first page of the Service Agreement-cum-Surety bond should be printed and typed on Rs.500.00 (Rupees Five Hundred only) non-judicial stamp paper, with the specific purpose of executing Service Agreement-cum-Surety Bond in favor of M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd. The additional sheets/continuation sheets used, if any, should be on a good quality watermark paper. Service Agreement-cum-Surety bond should be notarized.
3. The candidate and the surety should sign on all pages of the Bond. All cuttings, erasing, filling up the blanks by ink or over-writings if any, should be duly signed or authenticated by the executants. However, no cutting should be done on the first and last page.
4. The Surety should be a person of substantial means capable of paying the amount agreed in the Service Agreement-cum-Surety Bond (viz. Rs.One Lakh or Rs.Fifty Thousand only, as the case may be) and his/her Permanent Income Tax account Number (PAN No.) should be indicated in the Bond, legible under his/her signature. The Surety should also attach a photocopy of his/her PAN Card, duly attested by a Gazetted Officer along with address proof.
5. Witnesses should be persons known to the Assistant Manager (HR) Trainee and Surety respectively.
6. **The amount of Bond is Rupees One Lakh only for UR category candidates and Rupees Fifty Thousand only for SC/ST/OBC(Non Creamy Layer)/Handicapped category candidates.**
7. Leave the date blank on the first and last page of the Bond.
8. The last page of the Bond should be got so typed that signature of Assistant Manager (HR) Trainee, Surety and the employer and those of witnesses appear in one page.

**SERVICE AGREEMENT-CUM-SURETY BOND FOR
ASSISTANT MANAGER (HR) TRAINEE 2018**

THIS AGREEMENT is made on this day of month of Two Thousand and Eighteen, BETWEEN: the Chief General Manager (HR&A), MP Paschim Kshetra Vidyut Vitran Co. Ltd., a Company incorporated under the Companies Act, 1956, having its registered office, GPH Campus, Pologround, Indore, hereinafter called the “Employer” (which term shall unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the ONE PART:

AND:

Shri/Smt/Ku. Son/Daughter of
Shri..... resident of
in the tehsil of the District, hereinafter called the
“Trainee”, (which term shall unless repugnant to the context mean and include its successors-in-
interest and permitted assignees) of the SECOND PART:

AND:

Shri/Smt/Ku. Son/Daughter of
Shri..... resident of
.....in the tehsil of the
District, hereinafter called the “Surety”, (which term shall unless repugnant
to the context mean and include its successors-in-interest and permitted assignees) of the THIRD
PART:

WHEREAS the Trainee has been selected by the Employer as an Assistant Manager (HR) Trainee Batch 2018, vide its offer of appointment No. dated: for imparting training to him/her with a view to utilize his/her service with the Employer, which offer has been unequivocally accepted by the Trainee;

AND WHEREAS as per the Main Terms and Conditions of the said offer of appointment, the Trainee is required to undergo training as determined by the Employer and the newly recruited incumbent has to serve the Employer for a period of at least 3 years including training period subject to successful completion of training; thereafter;

AND WHEREAS as per the main Terms and Conditions of the said offer of the appointment, the appointment shall be cancelled if the training is not completed successfully.

AND WHEREAS as per the Main Terms and Conditions of the said offer of appointment, the Trainee and his/her Surety are required to execute a Service Agreement-cum-Surety Bond on non-judicial stamp paper in favour of the Employer, undertaking to complete the training and to serve the Employer for a period of at least 3 years, including the successful training period (but excluding extended training period), failing which the Trainee and the Surety shall be jointly and severally bound unto the Employer the sum of Rs. 1,00,000/- (Rupees One Lakh only) for Unreserved category candidates and Rs. 50,000/- (Rupees Fifty Thousand only) for SC/ST/OBC (Non Creamy Layer)/PWD category candidates and stipend/salary (as the case may be) for the number of days notice period of one month falls short in lieu of notice period and other expenses incurred on him/her by the Employer during the training period.

AND WHEREAS the Trainee recognizes and accepts that at the time of appointment as Trainee, except exposure to academic knowledge, he/she has received no formal, effective, technical or practical training enabling him/her to become commercially viable to the Employer;

AND WHEREAS the Trainee further recognizes and accepts that prior to and at the time of joining the Employer, he/she has not been exposed to and, therefore, has not acquired any skills, which are essential to ensure that the performance of duties by the Trainee meets the current business needs, parameters, standards and efficiency levels required by the Employer;

AND WHEREAS consequently in order to render the Trainee of value to the Employer, the Trainee would need to undergo formal and extensive training in accordance with courses, modules, programs prescribed or conducted by the Employer;

AND WHEREAS the Trainee is aware that the Employer would be expending substantial sums of money and incurring substantial costs, expenses man hours in the process of selecting and appointing him/her as Trainee and thereafter for imparting training;

AND WHEREAS it is understood by the parties that if the Trainee leaves the services of the Employer before expiry of the bond period, he/she will not only impart and cause heavy financial losses to the Employer, but also inconvenience, loss of resources, man hours, computer time etc. The Trainee and the Surety undertake that they shall jointly and / or severally compensate the Employer for all the expenses incurred by the Company on account of and in connection with his/her training. The expenditure shall include overhead and other direct and indirect expenses incurred by the Employer on the training including the legal expenses incurred for recovering the said amount from the Trainee.

AND WHEREAS this Service Agreement-cum-Surety Bond executed with the Employer by the Trainee along with a Surety to the extent of Rs. 1,00,000/- (Rupees One Lakh only) for Unreserved category candidates and Rs. 50,000/- (Rupees Fifty Thousand only) for SC/ST/OBC (Non Creamy Layer)/PWD category candidates is quantified damages based on the pre-estimate of the expenses/cost incurred upon the Trainee on this training, for indemnifying the Employer

against all losses or damages which the Employer may suffer by reason of breach and/or non-compliance of any of the terms of this agreement by the Trainee;

AND WHEREAS the Trainee also agrees that if he/she commits any breach of any of the conditions of this agreement, the Trainee and the Surety shall be jointly and severally liable to pay to the Employer on demand the above said sum of Rs. 1,00,000/- (Rupees One Lakh only) for Unreserved category candidates and Rs. 50,000/- (Rupees Fifty Thousand only) for SC/ST/OBC (Non Creamy Layer)/PWD category candidates.

AND WHEREAS in order to secure the Employer against the expenses incurred by it on the training of the Trainee and to ensure due compliance of all terms and conditions stipulated by the Employer and accepted by the Trainee, it is agreed that the Trainee shall be liable to compensate the Employer in the manner and under the circumstances enumerated in this agreement;

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Employer shall appoint the candidate as an Assistant Manager (HR) Trainee Batch 2018 for giving him/her training for a period of six months commencing from
2. The Employer can terminate this agreement at any time without notice and without assigning any reason.
3. The Trainee shall not leave the Employer during the prescribed training period or during the period of service with the Employer for the stipulated period of 3 years including the successful 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 neglect, carelessness, design or misconduct about which the decision of the Employer shall be conclusive and binding.
4. The Trainee shall be paid a fixed stipend of Rs. 32,800/- per month during the training period.
5. The Chief General Manager (HR&A) or the Officer nominated by him shall be the competent authority to decide training itinerary and shall conduct the same as per rules.
6. The Trainee admits and recognizes that the Technical and Management training imparted by the Employer as part of the training period, involves substantial training costs, man hours and resource utilization.

If the Trainee fails to complete his/her training successfully and/or fails to serve the Employer for the stipulated period of 3 years including the successful completion of the training, the Trainee and the Surety undertake that they shall jointly and / or severally be liable to compensate the Employer for all the expenses incurred by it on account of and in connection with his/her training.

The Trainee/Employee as well as the Surety shall keep the Company indemnified, against each and every loss, damage, injury, liability etc. caused to or against the Employer due to any breach, act, omission, negligence, default, failure of resumption of duties/of the terms of his/her employment or he/she fails to complete the training and/or fails to serve the employer for the stipulated period of 3 years including the successful completion of the training or breach/non-compliance of any of the terms of this agreement in any manner whatsoever and he/she shall be liable to pay on demand an amount of Rs. 1,00,000/- (Rupees One Lakh only) for Unreserved category candidates and Rs. 50,000/- (Rupees Fifty Thousand only) for SC/ST/OBC (Non Creamy Layer)/PWD category candidates as quantified damages and other expenses paid to him/her or incurred on him/her by the Employer during the training period.

Provided always and it is hereby declared that the decision of the Employer as to whether the Trainee/Employee has or has not performed and observed any of the obligations, terms and conditions herein before indicated shall be final and binding on the parties hereto.

Provided further that any forgiveness or forbearance on the part of the Employer or its successors, administrators and/or executors or any of them towards the Employee in respect of his/her failure, neglect, default, etc to perform training duties, responsibilities or his/her quitting service or breach of any of the terms of employment or those of this agreement shall not in anyway release or exonerate the Trainee or Employee or his/her heirs, executors, or administrators in respect of his/her liabilities in terms of this bond/ agreement.

7. The Employer can transfer/assign to the Trainee/Employee any work in his/her subject or associated fields either in any of its own establishment or in an establishment of any group Company/ sister concerns/ subsidiaries whether existing or that may be set up in future.
8. At the end of the stipulated period of training, the suitability of the Trainee for employment in the service of the Employer will be evaluated by the competent authority of the Employer on the basis of his/her performance during the period of training and the decision of the competent authority of the Employer in this regard shall be final and binding on the Trainee and the Surety. In case the Trainee fails to complete the training successfully, he would be liable to reimburse to the Employer the expenses incurred by it.
9. The Trainee shall be appointed as Assistant Manager (HR) or equivalent including the successful completion of the training, and will be on probation for a period of 2 years, which period may be extended further at the sole discretion of the Employer. The services and remuneration of newly recruited incumbent shall be governed as per provisions contained in the service conditions and other rules and regulations framed by the Company from time to time.
10. The Surety hereby undertakes and accepts that his/her liability is co-extensive with that of Trainee, that he / she shall be jointly and severally liable with the Trainee for payment of all amounts that may become due and payable under this agreement, that he/she is aware and accepts the special nature and character of the deputation of the Trainee as well as the manner of computation of damages/ compensation; that the Employer shall be at liberty to enforce this guarantee / Surety furnished by him/her without necessarily seeking to enforce the same against the Trainee in the first instance; that the Employer shall be entitled to proceed either against the Trainee or Surety or both for recovery of any amounts due under this agreement. Any demand made on the Trainee under this agreement shall be deemed to be sufficient notice of such demand to the Surety also; and that the Surety guarantees the satisfactory performance of each of the clauses, terms, obligations and conditions of this agreement.
11. The Trainee agrees to diligently, faithfully and to the best of his/her ability undergo the training and conduct and behave himself/herself honestly and obediently towards his/her superiors and management of the Employer and will devote his/her whole time to the duties assigned to him/her by the Employer 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 Employer.
12. The Trainee shall observe secrecy and/in no way divulge or disclose to any person or persons what-so-ever, the secrets entrusted to him/her or coming to his/her knowledge in the course of his/her training and service with the Employer either in relation to its work, business or its customers.

13. The Trainee shall not commit or cause to be committed any waste, damage or other injury to the property and/or goods of the Employer nor shall he/she lend any such property or goods to any persons without the permission of the management of the Employer.
14. The Trainee shall on the termination of his/her training/service by the Employer or on his/her leaving the said training/service, whenever it may happen, shall account for, pay and peacefully deliver to the Employer all the stocks in trade, books of accounts, documents, papers and effects that are in his/her possession and custody and belonging or relating to the Employer.
15. For matters not provided for in this Service Agreement-cum-Surety Bond, the Trainee shall be governed by the offer of appointment and Rules and Regulations of the Employer in force from time to time.
16. In case the Trainee does not comply with the terms and conditions contained in the offer of appointment or the Rules and Regulations of the Employer or the covenants contained in this bond, the Trainee and his/her Surety undertake that they shall jointly and / or severally pay to the Employer on demand without any demur the amount demanded by the Employer towards the expenses incurred by it on account of and in connection with the training of the Trainee including stipend, cost of supervision, overhead charges, direct and indirect expenses incurred by the Employer, else the Employer will be at liberty to initiate appropriate legal action under the special provisions of Order 37 of the Civil Procedure Code.
17. The jurisdiction for all the legal matters with regard to Service Agreement-cum-Surety Bond shall be the appropriate court at Indore (M.P.).
18. In the instant of any ambiguity the interpretation of any or all the clauses of this agreement made by the Employer shall be final and binding on the Trainee.

IN WITNESS WHEREOF the parties hereto have signed these presents on this _____ day of _____ month of _____ year in the presence of the following witnesses:

1. Witness
Signature _____
Name _____
(IN BLOCK LETTERS)
Occupation _____
Address _____

(Signature of Trainee)
Name _____
(IN BLOCK LETTERS)
Occupation _____
Address _____

2. Witness
Signature _____
Name _____
(IN BLOCK LETTERS)
Occupation _____
Address _____

(Signature of Surety)
Name _____
(IN BLOCK LETTERS)
Occupation _____
Address _____

PAN No. _____

(Attestation of signatures of Trainee and Surety by a Notary OR Gazetted officer)

(Signature of Trainee)

(Signature of Surety)

Attested
Signature & Seal of
Notary Public

Attested
Signature & Seal of
Notary Public

(For office use only)

1. Witness (Employer's)
Signature _____
Name _____
(IN BLOCK LETTERS)
Designation _____
Address _____

Accepted _____
Signature of Head(HR&A)
for and on behalf of MPPMCL
Name _____
(IN BLOCK LETTERS)
Address _____

2. Witness (Employer's)
Signature _____
Name _____
(IN BLOCK LETTERS)
Designation _____
Address _____

CHARACTER CERTIFICATE

This is to certify that I know Shri/Smt./Ku. _____
s/o / d/o Shri _____, resident
of _____ for the last
_____ years.

Shri/Smt./Ku. _____ bears good moral
character and to the best of my knowledge is not involved in any criminal activity and no
personal legal case is pending against him/her.

(Signature of Gazetted Officer with Seal)

Name _____

Date _____

BIO-DATA

PERSONAL INFORMATION TO BE FURNISHED BY THE CANDIDATE APPOINTED AS ASSISTANT MANAGER (HR) TRAINEE (FILL IN CAPITAL LETTERS)

Name in full _____

Date of Birth (in figures) (dd/mm/yyyy) _____

(in words) _____

Caste & Category _____

Father's Name _____

Communication Address _____

Phone No. (with STD code) _____ Mobile No. _____

e-Mail address _____

Permanent Address _____

Qualification

Other qualification 1. _____

2. _____

Experience _____

Reference 1. _____

(Name, Address, Contact No.) _____

2. _____

Place :

Date :

Signature of Trainee

DECLARATION

I hereby declare that the information furnished in the online application form and in Annexure I, II, III & IV, is true to the best of my knowledge. I undertake and accept that if any of the information given by me is found to be incorrect, then my candidature shall be rejected and my appointment shall be terminated and action may be taken accordingly.

Place :

Signature of Trainee
(Name)

Date :