

Dated the 8th May, 2014.

Office Memorandum

Subject : Obtaining the service bond from the Junior Telecom Officers of the Department of Telecommunications – regarding.

In continuation of this Office's OM of even number dated 03.04.2014 on the above mentioned subject, the undersigned is directed to state that slight modifications have been carried out in the service bond to be submitted by the Junior Telecom Officers (JTOs) of Department of Telecommunications keeping in view of the representations received in this regard and a modified service bond proforma is circulated herewith for submitting the same, duly completed, on a stamp paper (₹. 100/-) to the undersigned by the following Junior Telecom Officers of DoT by **30.05.2014** positively :-

Sl. No.	Name of the Officer	Present Posting
1	Shri Chittaranjan Debata	TERM Cell, Andhra Pradesh, Vijayawada
2	Shri Anjaneya Gupta	Under Sr. DDG (TERM), DoT Hqrs., New Delhi
3	Shri Amit Arora	DDG (SU), DoT Hqrs., New Delhi
4	Shri Ankit Garg	TEC, New Delhi
5	Shri Yogendra Singh Baghel	Under Sr. DDG (TERM), DoT Hqrs., New Delhi
6	Shri Rashmi Rathi Tiwari	TEC, New Delhi
7	Shri Manish Tripathi	Under DDG (CS), DoT Hqrs., New Delhi
8	Shri Amit Kumar Goyal	TERM Cell, Rajasthan, Jaipur
9	Shri Ziaur Rahman	TERM Cell, New Delhi
10	Shri Harendra	Under DDG (DS), DoT Hqrs., New Delhi
11	Shri Punit Kumar	Under DDG (AS), DoT Hqrs., New Delhi
12	Shri Md. Absarul Haque	TERM Cell, Bihar, Patna
13	Shri Lalit Kumar Verma	TERM Cell, Chhattisgarh, Raipur.
14	Ms. Ritu Chauhan	Under DDG (Economic Adviser), DoT Hqrs., New Delhi
15	Shri Devendra Kumar	TERM Cell, UP(W), Meerut
16	Shri Divya Kumar Singh	TERM Cell, New Delhi
17	Shri Ganesh Naik L.G.	TERM Cell, Karnataka, Bangalore
18	Shri Vivek Krishna Verma	NTIPRIT, Ghaziabad
19	Shri Pukhraj Meena	TERM Cell, J&K, Jammu
20	Shri Yogesh Goyal (PH)	TERM Cell, UP (E), Lucknow

[Deo Nath Sah]

Under Secretary to the Govt. of India
Tele No. 23036282/Fax No.23716099

Encl : Format of Bond

Copy to :-

1. All the JTOs concerned.
2. PS to Adviser (Economics)/PS to Sr. DDG (TERM)/PS to DDG (SU)/PS to DDG (CS)/PS to DDG (DS)/PS to DDG (AS)/, DoT, Sanchar Bhavan, New Delhi.
3. Sr. DDG (TEC), TEC, Khurshid Lal Bhavan, Janpath, New Delhi.
4. Director (NTI), NTIPRIT, ALT Campus, Govt. of India Enclave, Ghaziabad.
5. PS to Adviser (O)/PS to DDG (Estt.)/PS to Director (Staff), DoT, Sanchar Bhavan, New Delhi.
6. ADG (IT), DoT, Sanchar Bhavan, New Delhi for uploading the OM on the web-site of DoT.

Proforma for Service Bond

This Bond is made on _____ this _____ day of 2014 by Shri/Ms./Smt. _____ aged _____ years S/o,W/o,D/o _____ an Indian inhabitant residing at _____ (hereinafter referred to as the 'candidate' or 'probationer') and Shri/Ms./Smt. _____ an Indian inhabitant resident at _____ and having permanent address at _____ Shri/Ms./Smt. _____ an Indian inhabitant resident at _____ and having permanent address at _____ (hereinafter referred to as 'Sureties') which expression where the context so admits shall be deemed to include his/her/assignees, heirs and administrators.

WHEREAS :

- (i). the Department of Telecommunications (hereinafter called the Department) has selected the probationer as a candidates to undergo training for the position of Probationary Junior Telecom Officer under the Department.
- (ii). the probationer has agreed to undergo the said training under the Department to qualify himself/herself for the said position and to serve the Department in the said post on the terms and conditions hereinafter stated.
- (iii). the surety(ies) at the instance of the probationer has/have agreed to stand surety in consideration of the training to be imparted to the probationer by the Department for the due fulfilment and observance of the terms and conditions hereinafter stated.
- (iv). the above mentioned training involves incurrence of considerable expenditure – both direct and indirect, financial and unliquidated – relating to faculty, use of specialized equipment and computers, support facilities etc., while under training.
- (v). the expenditure involved in training the Probationer is far in excess of the amount stipulated hereinafter.

It is now hereby agreed between the parties here to as under :

1. The probationer shall undergo training for a period of _____ months or as stipulated by the Department from time to time and shall undergo the training honestly and diligently to the satisfaction of the Department.
2. The probationer shall abide by all the terms and condition stipulated in the order of appointment, rules, regulations and the Department's conduct. Discipline and Appeal Rules generally and specifically issued by the Government of India from time to time governing the conditions of service of the officers.
3. The probationer shall, after completion of his/her training to the satisfaction of the Department, work in the Department for a period of five (05) years, unless his/her services are duly terminated before this period by the Department, during which time the probationer shall duly and faithfully serve the Department to the best of his/her skill and ability in all lawful business of the Department and conduct himself/herself honestly and behave obediently in all his/her dealings with the Department.
4. The period of service for the purpose of this agreement shall not include the period during which the said probationer, for reasons of sickness, accident or injury, in the course of his/her service, is on prolonged leave with or without pay, with the written sanction of the Department.
5. The Department shall not be responsible for any interruption – or break of training due to causes beyond its control.
6. During the period of training, in case, the probationer gives up the training on his/her own accord or fails to successfully complete the training, including passing the tests which may be prescribed during such training period, to the satisfaction of the Department or fails to fulfil any other conditions herein mentioned, he/she ceases to be a probationer and shall be responsible for the payment of and hereby undertake to refund immediately the Department the expenditure that may be incurred in connection with his/her training, as the Department may fix at its discretion subject to a maximum of ₹. 2,50,000/- (Rupees two lakh fifty thousand only) with interest thereon.
7. During the period of this service contract i.e., after completion of prescribed training and before confirmation of service, if the probationer leaves/resigns, he/she undertakes to pay towards breach of the service contract, a sum of ₹. 2,50,000/- (Rupees two lakh fifty thousand only) with interest thereon.
8. During the period of this service contract, if the officer leaves/resigns after confirmation of service, he/she undertakes to pay towards breach of the service contract, a sum of ₹. 2,50,000/- (Rupees two lakh fifty thousand only) with interest thereon and 3 calendar months notice or salary in lieu thereof.

9. In the event of dismissal for misconduct or termination from the service due to whatsoever reason during the period of service of contract, the probationer shall be liable to refund ₹. 2,50,000/- (Rupees two lakh fifty thousand only) with interest thereon, as aforesaid in respect of and incidental the said training without prejudice to the right of the Department to recover all reasonable damages.
10. Upon breach of any of the terms and conditions of this agreement, of which the Department shall be the sole judge, the aforesaid amount shall immediately become payable by the probationer/officer to the Department and shall be paid by him/her within 7 days of the occurrence of such breach. In the event of failure to pay the said sum, interest on the said sum shall accrue @16% per annum till the date of payment.
11. ₹. 2,50,000/- (Rupees two lakh fifty thousand only) mentioned above is the amount of compensation / damages to be paid in respect of the expenditure estimated by the parties, to be incurred in respect of the training of the probationer and is payable to the Department under the circumstances mentioned above without actually required the Department to prove the same. This is firmly agreed to by the parties.
12. The Department shall have the right to recover at its discretion any losses of moneys due to it, either from the probationer or from the surety, or from both, without any prejudice to any other remedy it may adopt for recovering the same.
13. It is distinctly understood and it is hereby expressly agreed to between the parties to those presents that insufficiency of the training or of salary or allowances sanctioned, paid or to be paid to the probationer of any illness or incapacity occasioned by the probationer's act, default, carelessness or indiscretion shall not be considered or accepted as sufficient, valid excuse for the non-fulfilments by the probationer of any or all the aforesaid obligations and that in all cases as to what is sufficient excuse shall be a matter for decision which shall be left absolutely and exclusively to the Department and shall be binding on the probationer.
14. The conditions of engagement of the probationer with the Department, as contained in the letter of his/her appointment issued by the Department, save as expressly modified hereby shall remain unaffected and shall continue to be binding on the said probationer and his/her surety(ies).
15. In the event of any dispute or disagreement over the interpretation of any of the clauses hereinabove contained or any claim of liability of any part, including the surety/sureties, the same shall be referred to the Member (Services) of the Department, whose decision shall be final and binding upon the parties hereto.

16. Any matter of dispute arising out of this agreement is subject to the jurisdiction of the Courts in New Delhi.

17. All communications between the probationer and/or the Department and / or the Surety/Sureties shall be deemed to have been effectively served if mailed to the following address :-

The Department:

Adviser (O)
Department of Telecommunications
Sanchar Bhavan, 20-Ashoka Road,
New Delhi – 110 001.

The Probationer :

Surety No.1 :

Surety No.2 :

Any change in the above address of any of the parties i.e., the Department, the Probationer or the Surety/Sureties, shall be intimated to the other parties by the party whose address has changed, within a period of seven days of such change.

If no such change has been intimated or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties.

'IN WITNESS WHEREOF the candidate, and the sureties have set their respective hands on the day and year first above mentioned.

Candidate

Witness :

Surety

Witness :

Surety

Accepted

Adviser (O)"