पावर ग्रिड कोपॉरशन ऑफ इंडिया लिमिटेड Power Grid Corporation of India Limited



सूचना का अधिकार अभिनियम 2005 के अंतर्गत केन्द्रीय लोक सूचना अधिकारी Central Public Information Officer under the RTI Act, 2005



केन्द्रीय कार्यालय, 'सौदामिनी', प्लाट नं.2, सैक्टर-29, गुडगांव, हरियाणा-122007 Corporate Centre, 'Saudamini', Plot No. 2, Sector-29, Gurgaon, Haryana-122007

PGCIL/R/E/20/00316

दिनांक: 21 September, 2020

Shri Vivek Kumar Sharma, S/O Shri Vimal Kumar, Village- Neoraha, Pin:222201 Uttar Pradesh

विषय: सूचना का अधिकार अधिनियम, 2005 के तहत जानकारी।

महोदय / महोदया,

कृपया आर.टी.आई. अधिनियम, 2005 के तहत दिनांक 26 August, 2020 को प्रेषित अपने आर.टी.आई. अनुरोध का संदर्भ लें।

उपरोक्त पत्र मे वांछित जानकारी अनुलग्नक-। मे संलग्न है।

यदि आप केंन्द्रीय लोक सूचना अधिकारी के उत्तर से संतुष्ट न हो तो, केंन्द्रीय लोक सूचना अधिकारी के उत्तर की प्राप्ति के 30 दिनों के भीतर पहले अपील प्राधिकारी के सम्मुख अपील की जा सकती है। आरटीआई अधिनियम, 2005 के तहत केंद्रीय कार्यालय, गुड़गांव में अपील प्राधिकारी का विवरण निम्नानुसार है:

श्री बी.एन.डे.भौमिक,

कार्यपालक निदेशक (तकनीकी विकास) एवं अपील प्राधिकारी केंद्रीय कार्यालय, पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, सौदामिनी, प्लॉट नंबर-2, सेक्टर-29, गुडगांव-122001, हरियाणा।

ईमेल आईडी: appellate.cc@powergrid.co.in

फोन नंबर: 0124-2571790,2863616

धन्यवाद,

ਪੁਰਤੀਧ

(जसबीर सिंह)

मुख्य महाप्रबंधक (के. आ.) एवं के.लो.स्.अधिकारी

Email ID: cpio.cc@powergrid.co.in

Sub.: Reply to RTI Query by Shri Vivek Kumar Sharma, Uttar Pradesh.

Query

Information regarding recovery of Service Agreement Bond (if done on PRO-Rata Basis) along with supporting policy documents?

Reply

A sample copy of Service Agreement Bond executable from fresh recruits at the time of joining of POWERGRID is enclosed.

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RBigg

NON JUDICIAL STAMP PAPER RS. 100/-

BOND

KNOW	ALL	MEN	that	by	these S/O,	presents	we D/O
,					,	r	esident of
employee")	and			(her	reinafter refe	erred to as	'Trainee- S/0, D/0
, , , , , , , , , , , , , , , , , , ,						resi	dent of
						s "Surety")	
office: Pow	er Grid Cor	and our resp poration of I	ndia Limite	ed, B-9, C	utab Institut	ional Area,	Katwaria
called "Cor	mpany") in	016 having the sum of s of this bond	Rs. 5,00,0				

WHEREAS the Trainee-employee has been selected by the Company as Executive Trainee vide its offer of appointment No C/HR/RECTT/ ET24//<Name of Discipline> dated for imparting training to him / her with a view to utilize his / her services in the company which offer has been unequivocally accepted by the Trainee-employee.

AND WHEREAS in terms of Clause 1 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 Company for a period of three years as stipulated in the offer of appointment.

(Signature) Surety (Signature) Trainee Employee AND WHEREAS in terms of the clause 4 of the terms and conditions 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 Company undertaking to complete the training and thereafter to serve the Company for a period of three years failing which the Trainee-employee and the Surety shall be jointly and severally bound unto the Company in the sum of Rs. 5,00,000/-(Rupees Five lakhs only) plus applicable taxes in terms of this Bond.

NOW THEREFORE THIS BOND WITNESSETH AS UNDER:-

- 1. That the Trainee-employee shall undergo the training provided by the Company for a period of one year, which may be extended at the discretion of the company 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 Company and will devote his/her whole time to the duties assigned to him/her by the Company 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 Company.
- 2. That the Trainee-employee shall not leave the Company during the prescribed training period of one year which may be extended at the discretion of the Company or during the period of service of the Company 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 Company shall be conclusive and binding.
- That the Traince-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 Company.
- 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 Company either in relation to its work, business or its customers.
- 5. That the Traince-employee shall not commit or cause to be committed any waste, damage or other injury to the property and/or goods of the Company nor shall he/she lend any such property or goods to any person without the permission of the management of the Company.
- That the trainee-employee shall not participate in political activities nor shall become a member of political organizations.
- 7. That if the Trainee-employee fails to complete his/her training successfully and/or serve the company for the stipulated period of three years thereafter, the trainee-employee and the Surety undertaking that they shall jointly and severally compensate the Company for all the expenses incurred by it on account of and in connection with his/her training. The expenditure incurred by the Company on account of and in connection with the training

(Signature) Surety



(Signature) Trainee Employee of the Trainee-employee shall include the stipend, TA etc. paid to the Trainee-employee during the training period, the cost of supervision, overhead and other direct and indirect expenses incurred by the Company on the training. The decision of the Chairman & Managing Director / General Manager or an officer nominated by the Chairman & Managing Director shall be final and binding as to the total amount of expenditure incurred by the Company 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. 5, 00,000/- (Rupees Five Lakhs only) plus applicable taxes. Further the Trainee-employee shall on the termination of his / her training / service by the Company or on his/her having the said training/service whenever it may happen shall account for, pay and peacefully deliver to the company all the stocks in trade, books of accounts, documents, papers and effects then in his/her possession and custody and belonging or relating to the Company.

- 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 Company will be evaluated by the competent authority of the company on the basis of his/her performance during the period of training and the decision of the competent authority of the Company in this regard shall be final and binding on 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 Company the expenses incurred by it as detailed in para 7 above.
- 9. That if in the opinion of the Competent Authority of the Company, the Trainee-employee has successfully completed the training, the Trainee-employee shall be bound to accept the employment of the Company and shall continue to be in the employment of the Company at its discretion, in any subsidiary of the Company 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 Company before that period.
- 10. That the Trainee-employee shall be paid a stipend during training in the form of basic pay of Rs. 60,000/- p.m. in the Company's pay scale of Rs. 60,000 1.80,000/- and other allowances as per company's rule.
- That the Company 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 Company 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 Company the expenditure incurred on account of and in connection with the training imparted to the Trainee-employee as provided herein before under this BOND. The said Surety in his individual and personal capacity hereby undertakes and guarantees to pay to the Company on demand, the expenditure incurred on 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 Company. The said Surety further agrees that the Company at its discretion shall be entitled to enforce this Bond against the Surety as a Principal Debtor in first instance, without proceeding against the Traineeemployee and notwithstanding any amounts which may be payable by the Company to the Trainee employee.

(Signature) Surety (Signature) 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 Company in force from time to time.
- 13. That the Company, 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 any liability to the Trainee-employee.
- 14. That the above Trainee-employee and Surety further agree that if the trainee-employee leaves the service of the Company after the expiry of the stipulated period of training and absorption thereafter his/her and the Surety will not only be liable to reimburse to the Company the expenses incurred by its on account of and in connection with the training as detailed in Para 7 above, but will also be required to give one months advance notice while on probation and three months advance notice after completion of probation period or pay further amount equivalent to one month's or three months salary, as the case may be, last drawn in lieu of notice, in terms of the offer of appointment.
- 15. That in the event of insolvency, lunacy or death of the Surety, the above bounden Traineeemployee undertakes to intimate the Company 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 Company without prejudice to the rights of the Company to proceed against the original Surety or his estate.
- 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 Company and the covenants contained in this Bond, the Trainee-employee and his Surety undertake that they shall jointly and severally pay to the Company on demand without any demur the amount demanded by the Company 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 Company, provided that the total amount recoverable on account of and in connection with the training shall not exceed Rs. 5,00,000/-(Rupees Five Lakhs only) plus applicable taxes, 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 Company on account of other payments or on other accounts, if any.

AND UPON making such payment and satisfaction of this Clause and above written obligation of the bond shall be void otherwise it shall remain in full force and virtue

17. All suits in respect of any dispute arising out of this service agreement bond shall be instituted in the courts at Delhi only.

(Signature) Surety



(Signature)
Traince Employee

18. That the Trainee-employee & Surety agree that the decision of the Chairman & Managing Director/General Manager or any Officer nominated by the Chairman & Managing Director as to

the correct interpretation of the bond, rules and regulations of the Company 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 hereto have signed these presents on this(day) of(year) at presence of the following witnesses: 1. Witness Signature of the Trainee-employee Signature Name..... (in BLOCK LETTERS) Name (in BLOCK LETTERS) Address Occupation Address..... 2. Witness Signature of Surety Signature..... Name (in BLOCK LETTERS) Name Occupation (in BLOCK LETTERS) Address..... Occupation.... Address.... PAN No. (Signature of Surety) (Signature of Trainee-emp.) Attested Attested Signature & seal of Gazetted Officer/Notary Signature seal of Gazetted Officer/Notary Public Public For Office Use Accepted Witness For and on behalf of power Signature..... Power Grid Corporation of India Ltd. Name.....

(Signature) Surety

(in BLOCK LETTERS)

Occupation.....

Address



Address

(Signature) Trainec Employee

Name

(in BLOCK LETTERS).