

MAHARASHTRA METRO RAIL CORPORATION LTD.

No. MAHA-Metro/HR/BOND/2018/*cmd*10747.

Date: 22.11.2018

To
All concerned
MAHA-Metro employees
Nagpur.

Sub.: Execution of Bond Policy of MAHA-Metro.

Ref.: MAHA-Metro/HR/EOBP/2018/MH/0659 dt. 25.10.2018 (copy enclosed).

With reference to clause no. 4 & 5 of your appointment letter and Bond Policy Office Order No. MAHA-Metro/HR/EOBP/2018/MH/4070 dt. 01.03.2018 & subsequent amended Office Order No. MAHA-Metro/HR/EOBP/2018/MH/0659 dt. 25.10.2018, you all are requested to execute the Service Bond on Rs.100/- Stamp Paper amounting to Rs.3,00,000/- for Executives (AM to GM), Rs.2,00,000/- for Supervisory level, & Rs.1,00,000/- for Non-Supervisory level, within 15 days from the date of issue of this letter.


The list of employees are enclosed as Annexure-A.


(Ravindra V. Dhakate)
AGM/HR

Enc: as above.

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4. After completion of 03 years' service in MAHA-Metro, the minimum notice period of three months is required for preferring resignation by employee. However, the management reserves the right to accept/not to accept your resignation if the circumstances so warrant, such as pending/anticipated disciplinary proceedings, exigencies of work or for any other reasons considered appropriate by the Management.
5. Non completion of 03 years' service in MAHA-Metro, will be dealt as per provisions contained in Bond Policy of MAHA-Metro.
6. You will be required to maintain utmost secrecy in respect of Project documents, commercial offer, design documents, project cost & estimation, Technology, Software packages license, Corporation's policies, Corporation's patterns & Trade Mark and Corporation's Human assets profile.
7. You will be required to comply with all such rules and regulations as the Corporation may frame from time to time.
8. At any time in our opinion, which is final in this matter you are found non-performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to the interest of the Corporation or of violation of one or more terms of this, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
9. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the Company and if you are offered any, you should immediately report the same to the Management.
10. This appointment letter is being issued to you on the basis of the information and particulars furnished by you at the time of application, interview and Medical Examination. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit in its sole discretion, including termination of your employment.
11. You will be responsible for keeping safe and return in good condition and order of all Corporation property, which may be in your use, custody or charge.

 28/5/18

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MAHARASHTRA METRO RAIL CORPORATION LTD.

No.: MAHA Metro/HR/EOB/2018/(MH) 4070

Dated: 01st March, 2018

OFFICE - ORDER

Sub.: Execution of Bond Policy of MAHA-Metro.

After recruiting to candidate, MAHA-Metro is incurring huge expenditure in recruitment and imparting training to its employees for improving the quality of goods and services of the company. However, sometimes the employees leave their employment after obtain the skills and improving the knowledge of the industry for better salary and incentives. The increasing rate of attrition may affect the company not only from financial losses but also delays in completing the ongoing projects thereby directly impacting their goodwill and reputation in the market.

To safe guard the interest of Maharashtra Metro Corporation Limited (MAHA-Metro), it has been decided to introduce **"Policy for Execution of Bond"**. It is compulsory to all the new employees, who are being appointed by direct recruitment through open market or Campus recruitment for the regular and/or contractual posts. It will also be applicable to those employees, who have already executed the service bond in their parent organization and are leaving the organization during the currency of bond. Employees are required to serve MAHA-Metro for the period of minimum 03 years or for the period specified in published advertisement to maintain the stability in manpower requirement of MAHA Metro.

"Execution of Bond Policy" of MAHA-Metro is enclosed in **(Page 01 to 08)** with this office order. All the employees, who have already joined the services of MAHA Metro (Erstwhile NMRCL) through Open Market Recruitment or Campus Recruitment and on role as on date are covered under this policy

All such employees are requested to execute the Service Bond on or before 16.03.2018 on stamp paper (Rs. 100) through HR Department.

This issues with the approval of Competent Authority


(Ravindra V. Dhakate)
Addl. General Manager (HR)

Copy to:

1. DP/ DRS&S/ DF- For kind information please.
2. All the HoD's & Dy. HoD's, MAHA-Metro - For kind information.
3. Addl. CPM (Tele.) - For uploading it on intranet.
4. PS to MD - For kind information of MD please.
5. Sr. DGM (Fin.) - For information and necessary action.
6. Sr. DGM (Admin), Pune - For information.
7. AM (HR), Pune - For information and necessary action.
8. Office Order file.
9. Notice Board of all the offices of MAHA-Metro.



MAHARASHTRA METRO RAIL CORPORATION LIMITED
(A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF MAHARASHTRA)

MAHA-METRO EXECUTION OF BOND



EXECUTION OF BOND POLICY

1. SHORT TITLE AND COMMENCEMENT:-

- 1.1 This policy shall be called the "The MAHA-Metro Execution of Bond Policy".

2. APPLICABILITY:-

- 2.1 This Policy shall apply to all the fresh appointments of the corporation, whether regular or contractual, who are appointed either by direct recruitment from open market or through Campus Interview for the contractual period for 03 years or more.
- 2.2 This policy shall also apply to those employees, who are joining the services of MAHA-Metro from Central Government / State Government / Central PSU's / State PSU's etc and are under currency of Service Bond in their parent organization, and has requested for transfer of their service bond and are required to serve for the balance Bond period.

3. AIM:-

- 3.1 MAHA-Metro is incurring huge expenditure in recruitment and imparting training to its employees for improving the quality of goods and services of the company. However, sometimes the employees leave their employment after taking the skills & improving the knowledge of the industry for better salary and incentives. The increasing rate of attrition may subject the company not only to financial losses but also delays in completing the ongoing projects thereby directly impacting their goodwill & reputation in the market. Therefore, in order to safeguard their interest, MAHA-Metro obtains an employment bond from their employees who are being appointed by direct recruitment through open market or Campus Interview for the regular and / or contractual post and from those employees who are found suitable for training or skill development. The Bond executed by the employees require them to serve MAHA-Metro for the period for 03 years or more to serve minimum service period of 03 years or as specified as per published advertisement to maintain the stability in manpower of MAHA-Metro.
- 3.2 This policy also provides due financial assistance to employees of MAHA-Metro who are appointed in MAHA-Metro from other Government organization / PSU's/ State Government/ State PSU's in which they have to execute the service of bond for particular period in their parent organization and are willing to leave his organization during the currency of the bond to join MAHA-Metro.



MAHARASHTRA METRO RAIL CORPORATION LTD.
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4. EXECUTION AND TRANSFER OF BOND:-

- 4.1 It will be compulsory to execute the Service Bond before joining the services of MAHA-Metro for all the employees, who are appointed either by direct recruitment through open market or Campus Interview for the regular and / or contractual post for period for 03 years or more.
- 4.2 Transfer of Service Bond for Central Government Organization, State Government Organizations, Central PSU's and State PSU's, etc., the cases will be dealt only when both the organizations are ready for the transfer of Service Bond i.e. MAHA-Metro and employee's parent organization.
- 4.3 The MAHA-Metro Management has full right for acceptance and/or rejection of request of employee as case may be.
- 4.4 The employee, who joins MAHA-Metro from other Government Organizations/ PSUs on immediate Permanent Absorption / Regular/ Contract basis and there is no break in service exceeding 30 days from date of leaving one of these organization and the date of joining MAHA-Metro as the case may be, will be exempted from execution of Service Bond.

5. DETAIL OF BOND EXECUTION: -

- 5.1 Bond shall be executed on Rs. 100 Non-Judicial stamp paper.
- 5.2 The employees, who are appointed either by direct recruitment through open market or Campus Interview shall compulsorily Execute Bond as per Format "Form- 1". The Bond so executed by the Employee should be filled in all respect before joining the services of MAHA-Metro.
- 5.3 In case of transfer of Service Bond, for the employees, who are joining the services of MAHA-Metro from Central Government Organizations / State Government Organizations / Central PSU's / State PSU's etc and required to execute Service Bond, shall compulsorily submit the format enclosed in "Form- 2", filled by the employee in all respect before joining the services of MAHA-Metro.
- 5.4 In the case, if employee resigns from the Corporation during the Bond period, the Service Bond amount will either be forfeited, by MAHA-Metro or transferred to his new organization as the case may be.



MAHARASHTRA METRO RAIL CORPORATION LTD.
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6. PROCEDURE FOR EXECUTION/TRANSFER OF BOND:-

- 6.1 The Bond shall be executed by the candidate before joining MAHA-Metro on Form 1/Form 2 as the case may be before joining services of MAHA-Metro.
- a. The bond executed by employees of the Public Enterprises, who have received Scientific/technical training at the cost of Public Enterprises and have applied through proper channel during the currency of the bond qualifies to join MAHA-Metro either on the basis of competition examination/test/interview. MAHA-Metro shall give its consent and a fresh bond will be taken to ensure that the employee serves MAHA-Metro for the balance of the original bond period.
- b. The term of bond whereby an employee of MAHA-Metro undertakes to repay this specified amount in the event of his failure to serve the enterprises for a stipulated period after his joining shall not be enforced against an employee who leaves service of MAHA-Metro to secure, with proper permission, employment under the Central Govt., a public enterprise or an autonomous body wholly or substantially owned/financed/controlled by the Central/State Govt. if a fresh bond is taken from the person concerned by new organization to ensure that he serves the new employer for the balance of the original period. To facilitate these employees, the MAHA-Metro at the time of forwarding his application will write to the organization etc. under whom the employee intends to take up another appointment intimating them about the bond obligation of the individual and clarifying that in the case of his selection for the new post, his release will be subject to the condition that the new organization takes from him a fresh bond binding him to serve them for the balance of the original bond period; in case he fails to serve the new department/organization etc. or leave it before completion of the original bond period for a job where exemption from bond obligation is not available, the proportionate bond money should be realized from the individual and refunded to MAHA-Metro.

7. FORMS AND OTHER RECORDS:-

The procedure and documentation thereof will be instituted by HR Department.

8. STAMP DUTY:-

Stamp Duty chargeable on the document, registration fees and other expenses incurred for the completion of legal and other formalities shall be borne by the employee.



NAGPUR METRO



PUNE METRO

MAHARASHTRA METRO RAIL CORPORATION LTD.

(A JOINT VENTURE OF GOVT. OF INDIA AND GOVT. OF MAHARASHTRA)

9. MODIFICATION / AMENDMENT OF RULES / DELEGATION OF POWERS:-

The Managing Director reserves the right to modify, cancel add to or amends any of these rules and to delegate the power of sanction under these rules to any authority in the Corporation from time to time. Such modification, cancellation, addition and amendment to any of these rules shall not affect the bond already sanctioned unless the employee to whom such bond has been sanctioned, specially agree for the same subject to acceptance by the corporation.

10. INTERPRETATION AND RELAXATION

In case of any doubt or dispute regarding to interpretation of these rules, the decision of MD shall be final. He may also have the powers to relax/ delete/ modify/ revise etc. any of the items of the provision of these rules, found necessary in future, for reasons to be recorded in writing.

11. SERVICE BOND AMOUNT

The execution of bond is compulsory for employees who are appointed on direct recruitment basis i.e. Regular / Contract in MAHA-Metro. The bond amount for Supervisory and above posts will be Rs. 2,00,000/- (Two lakh only) and for Non-Supervisor posts will be Rs. 1,00,000/- (One Lakh only). The currency of service bond amount will be for the period of 03 years from the date of joining the services in MAHA-Metro.



MAHARASHTRA METRO RAIL CORPORATION LTD.

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Form-1

SERVICE BOND

Know all men by these present that I _____ Son
/ Daughter / Wife of Sh. _____ resident of _____

presently employed as _____ in the office of Maharashtra Metro Rail Corporation Ltd., _____, herein after known as, the Employee, do hereby held and firmly bind myself and my heirs, executors and administrators to pay to the MAHA Metro herein after called by the company, on demand the sum of Rs. _____ /- (Rupees _____) along with applicable service taxes of lawful good money to the said company, for which the payment is to be truly and faithfully made, I bind myself and also my respective heirs, executors, administrators and representatives.

Whereas the said company has agreed to provide the employee with a job (on regular / contract basis) and on such appointment having being made by the company, on terms and conditions contained in an agreement bearing the same date with these presents and executed simultaneously, the employee has been placed for training/on the job training at the companies cost, in the field of operation /maintenance for a period as specified from the date of his joining the company.

Now, the condition of the above written Bond or obligation is such that if the said employee abandon, deserts and/or fail to turn up and report for the duty or resigns from the job of the company, or the services of the employee is terminated by the company for any kind of misconduct, within 3 year (exclusive of the period in which he / she remained on leave without pay & Extra Ordinary Leave etc.) from the date of his appointment with the said company, then the said Employee would shall forthwith tender to the company on demand the said sum of Rs. _____ only along with applicable service tax, on account of expense incurred by the company in recruiting, placing and training the said Employee or will forfeit the deposited amount.

Upon the said Employee tendering/making the above said payment to the company, the above said Bond/Obligation shall be void and of no effect, otherwise it shall remain in full force.

Signed, Sealed and Delivered

In the presence of

1.

2.



MAHARASHTRA METRO RAIL CORPORATION LTD.
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Form-2

BOND FOR BALANCE PERIOD AS SELECTED FOR _____
UNDER MAHARASHTRA METRO RAIL CORPORATION LIMITED

KNOW ALL MEN BY THESE PRESENT THAT I _____ S/o., D/o.,
W/o. _____ by caste _____ resident of village
_____ P.O. _____, P.S. _____,
District _____ State _____ and at present residing at village
_____ P.O. _____, P.S. _____,
District _____ hereinafter called the _____ and
_____ by profession _____ S/o., D/o.,
W/o. _____ of village _____
District _____ state _____ hereinafter called as surety
do hereby bind ourselves and our respective heirs, executors and administrators to
pay to Maharashtra Metro Rail Corporation Limited having its registered office in
Nagpur (hereinafter called "the MAHA Metro").

Dated this _____ day of _____

WHEREAS the above bounden _____ has been selected by
the MAHA-Metro for employment.

The condition of the above written obligation along with the terms of the letter
issued by AGM (HR) vide letter No. _____ dt. _____.

- Serve the MAHA-Metro for balance period of bond i.e. _____ year,
month _____, days _____ from date of joining.
- Liability of balance Bond period will be _____ year, _____ month, days
_____ from the date of joining.
- Liability of Bond amount will be Rs. _____ /- for the balance period of _____
year _____, month _____, days _____.



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- d. No NOC will be asked by _____ for outside employment at least next _____ year _____, month _____, day from the date of joining the MAHA-Metro.
- e. In case of amicable completion total _____ years (____) the responsibility of disbursing amount from _____ will be of _____, not of the MAHA-Metro.

AND UPON his making such refund the above written obligation shall be void and of no effect, otherwise it shall remain in full force and virtue.

PROVIDED FURTHER that the liability of the said _____ hereunder shall not be impaired or discharged by reason of time granted or by an forbearance, act or omission of the MAHA-Metro or any person authorized by them (whether with or without consent or knowledge of the said _____ nor shall it be necessary for the MAHA-Metro to use the above bounden _____ before suing said _____ for amounts.

PROVIDED FURTHER that this bond shall in all respects be governed by the laws of the India

Signed and delivered by the above bounden in my presence	Signature of _____
SEAL: and Signature of Gazetted Officer	Full Address- Present & Permanent:-
Signed and delivered by the surety in my presences	Signature of the Surety with full address
SEAL and Signature of Gazetted Officer	Full Address-present & Permanent:-
AT NAGPUR	Dated the _____

MAHARASHTRA METRO RAIL CORPORATION LTD.


No. MAHA-Metro/HR/EOBP/2018/(MH)10659

Date: 25.10.2018

OFFICE-ORDER

Consequent upon the approval of Competent Authority, the following clauses of Bond Policy of MAHA-Metro are revised as under:

Sr. No.	Present Clauses	Amended Clauses
1	<u>2.1 -</u> This policy shall apply to all the fresh appointments of the corporation, whether regular or contractual, who are appointed either by direct recruitment from open market or through Campus Interview for the contractual period for 03 years or more.	<u>2.1 -</u> A) All employees (Executives & Non-Executives) whether on Contract or Regular basis recruited on direct recruitment (DR) from open market through advertisement and campus recruitment through reputed Govt. Colleges. B) The employees who get internal upgradation shall also be covered under the bond policy from the date of upgradation.
2	<u>11 - Service Bond Amount:</u> The execution of bond is compulsory for employees who are appointed on direct recruitment basis i.e. Regular / Contract in MAHA-Metro. The bond amount for supervisory post will be Rs. 2,00,000/- and for Non-Supervisory Post will be Rs. 1,00,000/-. The currency of service bond amount will be for the period of 03 years from the date of joining the services in MAHA-Metro.	<u>11 - Service Bond Amount and Bond Period:</u> a) Asstt. Manager to General Manager: Rs. 3,00,000/- b) Supervisory level post: Rs.2,00,000/- c) Non-supervisory level post: Rs.1,00,000/- ❖ The bond period shall be three (03) years from the date of joining the services in MAHA-Metro.


Ravindra V. Dhakate
Addl. General Manager (HR)

Copy to:-

1. DP/DRSS/DF- For kind information please.
2. PS to MD- For kind information of MD.
3. All ED/Sr. CPM/HODs/Dy. HODs- For kind information please
4. GM (Finance), Pune- for kind information & n/action please.
5. GM (HR & PR), Pune- for kind information & n/action please.
6. Addl. CPM (Tele.) - for uploading it on intranet or HR folder.
7. Sr. DGM (Finance), Nagpur- for kind information & n/action please.
8. Notice Board of all Offices of MAHA-Metro.
9. Office order file.

Annexure - 'A'

List of Employees of MAHA-Metro, Nagpur

List of Employees of MAHA-Metro, Nagpur						
Sr.No	Adveristment No.	Name of Candidate	Designation	Place of Posting	Parent Organisation	Bond Applicable/Not Applicable
1	MAHA-Metro/HR/01/2018	Sanjay Sharma	ACPM (Track)	Nagpur	L&T	Applicable
2		Vidya Sagar N.V.P.	AGM (PIG)		MAHA-Metro	Applicable
3		Amit Kumar	Dy.CPM (Track)		DMRCL	Applicable
4		Sugato Sinha Ray	Dy.CPM (Track)		MAHA-Metro	Applicable
5		Rajesh H. Tabhane	Manager (C-Plg)		MAHA-Metro	Applicable
6		Nitin M.Gour			AECOM	Applicable
7		Gaurav Bhardwaj	Manager (Track)		SYSTRA	Applicable
8		Praneet Agarwal			Ramboll India	Applicable
9		Praveen K. Patnaik			RITES Ltd.	Applicable
10	MAHA-Metro/HR/02/2018	Gokul Chitlangia	Assistant Manager (Fin)- E1		In-house	Applicable
11		Riddhi Upadhayay			MAHA-Metro	Applicable
12		Hitesh Goyal			HMT	Applicable
13	MAHA-Metro/HR/05/2018	Shekhar Bollam	DCPM (E&M)	Nagpur		Applicable
14		Atul Verma				Applicable
15		Siraj Ahmed	Manager (MEP)			Applicable
16		Vikas Kumar				Applicable
17	MAHA-Metro/HR/06/2018	Pawan Kumar Verma	JGM (IT)	Nagpur	Knwoledge Infra	Applicable