

## भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

### **National Highways Authority of India**





### NHAI/Policy Guidelines/Administration/2024 Policy Circular No. 1.3.1.31 dated 31<sup>st</sup> January, 2024

{Decision taken on E-Office File No. NHAI/Misc.Agenda/2024-Admin.IIIA (Comp. No. 236154)}

Sub: Provision for Service Bond in case of Direct Recruitment made by NHAI - Reg.

In continuation to the Policy Circular No.1.3.1.30 dated 16.01.2024 on the above mentioned subject (copy enclosed- Annexure-I), the Service-cum-Guarantee Bond enclosed as Annexure-II is circulated herewith for the information and necessary action of all concerned.

2. This issues with the approval of Competent Authority.

Encl.: As stated above

(Sanjay Kumar Patel) General Manager (Coord.)

To:

All Officers & Employees of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

#### Copy to:

- 1. Hindi Division for translation in Hindi.
- 2. Library for hosting the circular on library site.
- 3. Web Admin for circulation.



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(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

### **National Highways Authority of India**

(Ministry of Road Transport and Highways, Government of India) जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 ● G-5 & 6, Sector-10, Dwarka, New Delhi-110075 दूरभाष ⁄ Phone : 91-11-25074100 / 25074200



## NHAI/Policy Guidelines/Administration/2024 Policy Circular No. 1.3.1.30 dated 16<sup>th</sup> January, 2024

{Decision taken on EC through Circulation on E-File No.236532/ E-Office File No. NHAI/Misc.Agenda/2024-Admin.IIIA (Comp. No. 236154)}

Sub: Provision for Service Bond in case of Direct Recruitment made by NHAI - Reg.

It has been decided that substantial time and resources are utilized for making Direct Recruitment to the various posts and resignation from the candidates after joining NHAI, not only adversely affects the manpower planning, but also the progress of works. Therefore, in order to protect the interests of NHAI, a Service Bond, as detailed below, shall be obtained from the candidates who are selected on Direct Recruitment basis:-

- (a) A candidate who is selected to any Group-A post in NHAI on Direct Recruitment basis will be required to furnish a Service Bond for an amount of Rs.5 lakhs.
- (b) A candidate who is selected to any Group-B or Group-C post in NHAI on Direct Recruitment basis will be required to furnish a Service Bond for an amount of Rs.3 lakhs.
- (c) This amount will be required to be deposited by the selected candidate(s) with NHAI, if he/she resigns from the service of NHAI before three years of joining NHAI or if his/her services are terminated due to misconduct within three years of his/her joining.
- 2. A draft Service Bond shall be prepared in consultation with the Legal Division and circulated with the approval of Member (Admn.) shortly.
- 3. All advertisements and offers of appointment issued for posts to be filled on Direct Recruitment will contain the condition for furnishing of Service Bond by the selected candidates and they will have to submit the Service Bond on a NJSP of Rs.100/- (duly attested by the Notary Public or the Oath Commissioner) to NHAI at the time of their joining.
- 4. This issues with the approval of Competent Authority.

(Sanjay Kumar Patel) General Manager (Coord.)

To:

All Officers & Employees of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

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### **SERVICE-CUM-GUARANTEE BOND**

(To be executed on a NJSP of Rs.100/- and attested by the Notary Public or the Oath Commissioner)

KNOW ALL MEN BY these presents that I,, son /daughter/ wife of Shri (Aadhar No), resident of
(hereinafter called the Executant) bind myself to the National Highways Authority of India, Plot No. G-5&6, Sector – 10, Dwarka, New Delhi – 110075, (hereinafter called the Employer) for the payment for a sum of Rs lakhs (Rupees
Only) to the Employer.
2. <b>AND WHEREAS</b> , in response to the advertisement dated published in by the Employer for the post of, the above-named Executant
had submitted his/her application.
AND WHEREAS, the above-named Executant was offered an appointment to the post of vide offer of appointment letter No dated as per terms and conditions contained therein.
4. <b>AND WHEREAS</b> , the above-named Executant has accepted the terms and conditions prescribed in the above referred offer of appointment letter vide his / her acceptance dated
AND WHEREAS, the Executant is aware that the Employer has incurred expenditure in process of selection to select a competent and suitable candidate after following due process of selection in terms of recruitment rules of the Employer with a view to give fair, reasonable and equal opportunity to all the participants being a Government Statutory Body.
AND WHEREAS, one of the terms of appointment is that the above-named Executant/appointee has to execute a bond of Rs to serve the Employer for a period of at least three years from the date of his/her joining and in case the above-named Executant resigns from the services of the Employer or his/her services are terminated due to misconduct within three years of his/her joining, in such a case, the above-named Executant will be required to deposit an amount of Rs (Rupees only) with the Employer.
NOW, THE CONDITIONS of the written bond is that in the event of the above-named executant failing to comply with the terms and conditions of the offer of appointment and more specifically condition in para 6 above, the above-named Executant shall be liable to pay, as bond money, a sum of Rs (Rupeesonly) to the Employer within 15 days of such a demand made by the Employer. In the event of the above-named Executant failing to deposit, the aforesaid sum, the Employer can recover this amount from the sureties as per details mentioned hereinafter, failing which take appropriate legal action against the above-named Executant in the Court of Law to recover such amount.
B. AND WHEREAS, Shri / Ms, son of/ wife of Shri, resident of (Aadhar
No, and Shri / Ms, son of/ wife of Shri , resident of, (Aadhar
No) have agreed to stand as sureties for the said Executant Shri / Ms.
AND WHEREAS, the said Shri / Ms, son of/ wife of Shri / Resident of (Aadhar
No, and Shri / Ms, son of/ wife of Shri
, resident of (Aadhar No) hereby guarantee jointly and severally the repayment of due amount, if the said Executant Shri / Ms. fails to deposit the said amount after demand
and Excourant OHIT IND. I allo to deposit the said amount affel defiand

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notice period to the Employer in accordance with the provisions of this Service-cum-Guarantee Bond.

shall be void and of no effect, otherwise,	ant making such payment, the above written obligation it shall be and remain in full force and virtue.
	decutant and Sureties hereto have signed this Service- f, 202, in the presence of the witnesses.
SIGNED AND DELIVERED BY	
Shri / Ms	(Executant)
at on this day of	, 202
	(Signature of the EXECUTANT)
	Complete Address :
SIGNED AND DELIVERED BY	
Shri / Ms	(First Surety)
at on this day of	
	(Signature of the FIRST SURETY)
	Complete Address :
WITNESS:	
Name :	(Signature of Witness)
Address :	
SIGNED AND DELIVERED BY	
Shri / Ms	(Second Surety)
at on this day of	, 202
	(Signature of the SECOND SURETY)
	Complete Address:
WITNESS:	
	(Signature of Witness)
Name :Address :	

No.