

(To be executed on stamp paper worth Rs. 50/- in case where the parents or guardians of trainees are unable to produce solvency certificate)
SURETY BOND FOR JUNIOR DECKHAND / ENGINE ROOM ASSISTANT / JUNIOR DECKHAND CUM GREASER ON TENURE BASIS AT CIFNET / FSI

KNOW ALL MEN BY THESE PRESENTS THAT I son of residing at father and natural guardian of (hereinafter called the 'Obligor') on the first part Shri son of residing at in the district of at present employed as a permanent in the Govt. office or in whose favour a solvency certificate for Rs.61,500/- issued by the competent authority (hereinafter called the 'Surety') have held and firmly bound unto the President of India (hereinafter called the 'Government' which expression shall include their successors and assigns) for the actual expenditure incurred on Shri(trainee) under Government of India for a period of 6 months or up to the time the trainee acquires the qualifying sea service required to appear at the Mate/Engine Driver of Fishing Vessel Competency Certificate Examination conducted by the Mercantile Marine Department, whichever is earlier, limited to Rs 61,500/- with interest as hereinafter specified and all legal costs and all charges and expenses that shall or may have been incurred by or occasioned to the Government for invessel training scheme if the trainee fails to abide by the conditions of the scheme and the bond produced by him or his father or natural guardian (obligor) to be paid to the Government for which payment to be well and truly made we hereby bind ourselves our hires, executors, administrators and representative firmly by these presents. As witness our hands this day of two thousand

WHEREAS THE GOVERNMENT has agreed to provide invessel training to Shri son of resident of in the district of at present undergoing training as Jr.Deckhand/Engine Room Assistant/Jr.Deckhand-cum Greaser at(name of the institution) (hereinafter called 'the trainee') at the obligor's own request the above training facilities have been provided to his son/ward and the obligor has agreed to the actual expenditure incurred on Shri during the period of 6 months training or upto the time the trainee acquires the qualifying sea service required to appear for the Mate/Engine Driver of Fishing Vessel Competency Certificate Examination conducted by the Mercantile Marine Department, whichever is earlier limited to Rs 61,500/-

AND WHEREAS THE OBLIGOR has undertaken to repay to the Govt. the said amount in lumpsum with interest as calculated at the rate in force for Government funds for the expenditure incurred from the day of the commencement of the invessel training.

AND WHEREAS in consideration of the Govt. having agreed to provide invessel training to Shri son of Shri the obligor and surety have mutually agreed to execute the above mentioned bond with such conditions as hereunder is written.

NOW THE CONDITION OF THE ABOVE WRITTEN BOND IS SUCH THAT the father/guardian of the trainee and the surety jointly and severally undertake and guarantee without prejudice to the Government's any other rights to refund to the Govt. on demand and without demur all expenses incurred by the Govt. including the stipend etc. paid for the training of the trainee, limited to Rs. 61,500/-, if the trainee leaves the training or is discharged by the Government on the ground of disobedience of the lawful orders or negligence or other gross misbehaviour or if the trainee commits any breach of conditions contained in the bond executed, the said amount in lumpsum with interest calculated at fixed rates in force for Govt. expenditure incurred on Shri shall be duly paid, till which time this bond shall remain in full force and virtue.

Signature of Father/Guardian

Signature of Surety

BUT SO NEVERTHELESS that if the obligor shall die or become insolvent or at any time cease to be in the service of the Govt. the whole or so much of the said amount equal to the actual expenditure incurred on Shri thereof as shall then remain unpaid and the interest due on the said calculated amount in the aforesaid manner from the day of the amount shall immediately become due and payable to the Government and be recoverable from the Surety in one instalment by virtue of this bond. The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Government to the said obligor, Principal Debtor, whether or without the knowledge or consent of the Surety.

THE GOVERNMENT have agreed to bear the stamp duty, if any, for this document.

1. Signed and delivered by the said
(obligor) at this day of
.....two thousand

Signature of obligor

In the presence of (witness)

i) Name & address of first witness

Signature of witness

ii) Name & address of second witness

Signature of witness

2. Signed and delivered by the saidSurety

Signature of the Surety
Designation and office to which attached

In the presence of (witness)

i) Name and address of third witness

Signature of witness

ii) Name and address of fourth witness

Signature of witness

Accepted and signed for and on behalf
of the President of India

Signed by Director,
CIFNET, Cochin

At this day of two thousand
in the presence of

(To be executed on stamp paper worth Rs. 50/-)

AGREEMENT BOND FOR JUNIOR DECKHANDS / ENGINE ROOM ASSISTANT /
JUNIOR DECKHAND CUM GREASER ON TENURE BASIS AT CIFNET / FSI

This bond made theday ofTwo thousand
.....by Shri son of Shri residing
at father and natural guardian of Shri
..... (hereinafter called the father/guardian) on the first part, Shri
..... son of Shri residing at
..... (hereinafter called the 'Trainee') on the second part and the President of
India (hereinafter called the 'Government') on the third part, WITNESSETH as follows:-

1. The trainee with the consent of the father/guardian and the father/guardian jointly and severally bind themselves to that the trainee shall undergo training as apprentice as may be indicated by the Government initially for a period of 9 months and extendable in spells of 6 months to acquire 9 months sea service for deckside and 270 propulsion days for engine side trainees or upto the time the trainee acquires the qualifying sea service required to appear at the Mate/Engine Driver of fishing vessel examination conducted by the Mercantile Marine Department, whichever is earlier.
2. In consideration of the training to be undergone by the trainee, the Government covenants with the father/guardian and the trainee and separately with each of them in terms of the several conditions/requirements and stipulations contained in the first part of the schedule hereto
3. In consideration of the promises, the father/guardian, with the privity and consent (hereby testified) of the trainee, covenants to the conditions/requirements and stipulations contained in the second part of the schedule hereto.

It is mutually agreed between the parties hereto as follows:-

- a) That the father/guardian and trainee jointly and severally undertake and guarantee, without prejudice to the Government any other rights to refund to the Government on demand and without demur all expenses incurred by the Government including the stipend and messing charges paid for the training of the trainee, limited to Rs. 61,500/-, if the trainee leaves the training or is discharged by the Government on the ground of disobedience of the lawful orders or negligence or other gross misbehaviour of the trainee or if the trainee commits any breach of the condition contained in clause (2) of part II of the schedule hereto.
- b) The decision of the Government as to whether the trainee is guilty of disobedience of the lawful orders or negligence or other gross misbehaviour or the trainee has committed any breach of the condition contained in clause (2) of part II of the schedule as also the decision of the Govt. as to the amount to be refunded to the Government under this bond shall be final and binding on the trainee and father/guardian.

Notwithstanding anything herein contained, the Government shall be at liberty to terminate the training at any time without notice. Schedules Part I & II attached are treated as part of this Agreement.

Signature of Father/Guardian

Signature of Trainee

IN WITNESS WHEREOF the said(father/guardian)
.....(Trainee) and the for and on
behalf of the President of India have hereunto set their respective hands the day and year first above
written.

1. Signed and delivered by the said
(father/guardian)

(Signature of father/guardian)

In the presence of (witness)

(Name and address of witness)

(Signature of witness)

2. Signed and delivered by the said (trainee)

(Signature of trainee)

In the presence of (witness)

(Name and address of witness)

(Signature of witness)

2. Signed and delivered by the said, (Director) for and on behalf of
the President of India

In the presence of (witness)
(Name & Address of the witness)

(Signature of Director)

(Signature of the witness)

SCHEDULE

PART I

1. The Government shall give practical training on board fishing vessel to the trainee for a period to acquire 9 months sea service for deckside and 270 propulsion days for engine side trainees or upto the time the trainee acquires the qualifying sea service required to appear the Mate/Engine Driver of Fishing Vessel Certificate Examination conducted by the Mercantile Marine Department whichever is earlier.
2. That the Government shall pay to the trainee during the period of qualifying sea service on Government of India vessel as Junior Deckhand/Engine Room Assistant or in such other training position as may be offered by the Govt. of India, the stipend attached to the training position or such other stipend as may be decided by the Government from time to time for the duration of the attachment of the trainee on board the vessel.
3. That the Government shall provide messing allowances to the trainee at the rates as may be laid down by the Govt. from time to time when undergoing training as Junior Deckhand/Engine Room Assistant or in such training position as may be offered by the Govt. of India while on training.

PART II

1. That the father/guardian and the trainee undertake and guarantee that the trainee shall during the said term truly, honestly and faithfully serve the Government as trainee and obey all orders.
2. That the trainee shall work as post institutional trainee on tenure basis to acquire the required sea service of 9 months for deckside and 270 propulsion days for engine side to appear MMD examination and during the period of such service shall not make any attempt or seek to gain any employment under any other employer in India or abroad.
3. That the trainee shall not claim any appointment under the Government as and by way of right at any time.
4. That the trainee shall, if so required, work in all departments of the vessel including the Engine Room/Deck. The trainee shall maintain the work diary mentioning the work carried out on every day and submit at the end of every month to OIC(Opn) through Chief Engineer/Skipper for his performance evaluation failing which the same may be reflected in the service certificate.
5. The trainee shall maintain the prescribed uniform/helmet during the working hours in the vessel.
6. That the trainee shall not be entitled to any kind of leave other than the compensatory off for the work done on holidays out at sea and on shore and in case of absence stipend shall be deductible proportionately. The trainee shall be liable to be terminated from training without notice in case of his unauthorised or prolonged absence or serious misconduct in his part with or without forfeiture of surety deposits partially/completely.
7. That the trainee shall, take his training at his own risk and shall not claim any compensation for any injury to his life or property during the period of his training suffered by him through an accident or by reason of any wrongful act, neglect or default of the Government or its servants or of agents or from any other cause and that he shall not also claim any benefit under the Workmen's Compensation Act 1963 or any statutory modification thereof.

Signature of Father/Guardian

Signature of Trainee

(OFFICE NAME)

F.No. ...

Dated:

TO WHOMSOEVER IT MAY CONCERN

Certified that Shri son/ daughter of Shri) is working as..... in this Office/School since.....and he /she is a permanent Government Employee since.....and his/her superannuation / retirement from the service is on

This certificate is issued to him /her on his /her specific request to enable him/her to stand surety to Shri.....who is undergoing training as Apprentice Fitter/Junior Deckhand/Engine Room Assistant(ERA) at CIFNET Kochi/ Chennai/ Visakhapatnam and Fishery Survey of India.....

**Signature and Name of the Head
of Office with Designation**

(Office Seal)

UNDERTAKING

I hereby undertake that I have days (.....in words) sea service as on obtained from other vessels. Details of my sea service is as given below.

| Sl.No. | Date From To | Name of the Company | Total No. of days | Certificate issued/Not issued from the Company |
|--------|--------------------------------------|------------------------|-------------------|---|
| | | | | |

The above information regarding sea service furnished above is true and I undertake that I am aware that I will face consequence of disciplinary action and termination from the training for suppressing any factual information on the sea service already acquired by me.

During the post institutional training, I shall maintain proper uniform prescribed by the Government including decent haircut and exemplary moral character with my juniors and superiors as well. I shall be liable for any disciplinary action against me, if I fail to maintain good performance/ conduct during the tenure on board as Post Institutional Trainee.

Signature of Guardian
Address:

Signature of trainee
Address: