Ministry of Civil Service Affairs and Administrative Reforms

28 February 2003

Circular Note No 4 of 2003
E/70/2/03/01

From: Secretary for Public Service Affairs
To: Supervising Officers-in-Charge of Ministries/Departments

Amendment to Personnel Management Manual

The Personnel Management Manual provides inter alia at:

(a) Section 1.1.10 that a trainee shall, on enlistment, invariably be required to enter into a bond, in the form set out in Appendix 1D of the Manual; and

(b) Section 4.10.6 that an officer who is nominated for training, whether locally or overseas, shall be required, before he proceeds on study leave, to enter into a bond, as specified in Appendix 4C of the Manual.

2. In view of the difficulties being encountered by certain Ministries/Departments when serving officers and trainees move to other organisations on completion of their training, it has been decided to amend the two pro-forma bonds to provide for the retention of the trainees and the serving officers in the Ministry/Department in which they have been enlisted/where they are posted prior to proceeding on training. Copies of the amended pro-forma bonds are enclosed.

3. It would be appreciated if the contents of this Circular Note could be brought to the attention of all those concerned.

D.P. Ruhee
Secretary for Public Service Affairs

Copy to: Secretary to Cabinet and Head of the Civil Service
AND WHEREAS as a condition of the award to X .................................................... of the scholarship .......................... undertook and agreed that if he does not attend the said course at .........................................................., he does not follow it regularly and complete it, and if on completion of the said course he does not immediately resume duty and remain, unless the Government otherwise approves, in the service of the Ministry of .......................................................... and serve in a capacity for which he has been trained for a period of .......................................................... consecutive years from the date of his resumption of duty he will pay to the Government of Mauritius the sum of ..........................................................

AND WHEREAS as a further condition to the award of the scholarship to .......................................................... two sureties have to enter into a bond to ensure the observance by the said X of all the conditions attached to the award of the said scholarship.

NOW THE CONDITION of the above written obligation is such that-
Where X does proceed to .......................................................... to follow a course of .......................................................... at the ..........................................................

Where X follows such a course regularly and without absenting himself for any reason other than ill health, and terminates such course.

Where after completion of the said course X immediately resumes duty and remains, unless the Government otherwise approves, in the service of the Ministry of .......................................................... and serves in a capacity for which he has been trained for a period of .......................................................... consecutive years from the date of his resumption of duty.

Then the present obligation shall be void otherwise it shall remain in full force and virtue.

Dated this .......................................................... day of ..........................................................

Two thousand ..........................................................

..........................................................

(Principal)

..........................................................

(Surety)

..........................................................

(Surety)

*(to be in the handwriting of the parties)*
BOND

KNOW ALL MEN by these present that WE,

1. ...................................................................................................................... Principal
2. ...................................................................................................................... Surety
3. ...................................................................................................................... Surety

are held and firmly bound unto the Government of Mauritius, in the sum of ............... to be well and truly paid to the Government of Mauritius, for which payment to be well and truly made we bind ourselves and each and every of us in the whole, our and each of our heirs, executors and administrators jointly by these presents.

The Sureties shall be liable jointly and severally with the principal debtor for the amount of this bond.

Signed and dated this ........................................ day of ..........................................................
two thousand ..........................................................

*Good for the sum of rupees ............................................................. Principal

*Good for the sum of rupees ............................................................. Surety

*Good for the sum of rupees ............................................................. Surety

WHEREAS the abovenamed (name) ............................................................. was enlisted as (title) ............................................................. and as a condition of such enlistment shall (state training required) ............................................................. for a period of ..........................................................

AND WHEREAS the expenditure for allowances, fees, tuition and contingencies on the said training is estimated to amount to the sum of Rs ............................................................
AND WHEREAS as a condition of the enlistment (name) ....................................................... for the training (name) .................................................................................................................. undertook and agreed that if he/she* does not attend the training, he/she* does not follow it regularly and complete it, and if on completion of the said training and if required to do so, unless the Government otherwise approves, does not serve the Ministry in a capacity for which he/she* has been trained for a period of .................................................. consecutive years starting from (date of enlistment) .................................................................................................................. he/she* will pay to the Government of Mauritius the sum of .................................................................

AND WHEREAS as a further condition to the enlistment of (name) ................................................................. two sureties have to enter into a bond to ensure the observance by the said (name) ......................................................... of all the conditions attached to the offer of enlistment for the said training.

NOW THE CONDITION of the above written obligation is such that

(NAME) ........................................................................................................................................ attends the training (state training required) .........................................................................................................................

(NAME) ........................................................................................................................................ follows such training regularly and, completes such training, and if required, unless the Government otherwise approves, serves the Ministry of .................................................................................................................. in a capacity for which he/she* has been trained for a period of .................................................. consecutive years starting from (date of enlistment) ..................................................................................................................

*Delete, whichever applicable

Then the present obligation shall be void, otherwise it shall remain in full force and virtue.

Dated this ........................................................................ day of ................................................................................... two thousand ..................................................................................................................

..........................................................................................................................

(Principal)

..........................................................................................................................

(Surety)

..........................................................................................................................

(Surety)

Signed in the presence of ..................................................................................................................

Post held .................................................................................................................................

*(to be in the handwriting of the parties)
KNOW ALL MEN by these present that WE,

1. ................................................................. Principal
   of ..........................................................

2. ................................................................. Surety
   of ..........................................................

3. ................................................................. Surety
   of ..........................................................

are held and firmly bound unto the Government of Mauritius, in the sum of .............. to be well and truly paid to the Government of Mauritius, for which payment to be well and truly made we bind ourselves and each and every of us in the whole, our and each of our heirs, executors and administrators jointly by these presents.

The Sureties shall be liable jointly and severally with the principal debtor for the amount of this bond.

Signed and dated this ........................................... day of ..................................................
Two thousand ..................................................

*Good for the sum of rupees ................................................................. Principal
   .................................................................

*Good for the sum of rupees ................................................................. Surety
   .................................................................

*Good for the sum of rupees ................................................................. Surety
   .................................................................

WHEREAS the abovename X ................................................................. was selected for and awarded a scholarship to attend a course of training/study at the ................................................................. in .................................................................

AND WHEREAS the expenditure for salary, passage expenses, subsistence, tuition and contingencies on the said training is estimated to amount to the sum of .................................................................