

**CHARACTER CERTIFICATE**

This is to certify that I know Shri/Smt./Ku. \_\_\_\_\_  
S/o / D/o Shri \_\_\_\_\_ resident of  
\_\_\_\_\_ for the last \_\_\_\_\_ years.

Shri/Smt./Ku. \_\_\_\_\_ bears good moral character  
and to the best of my knowledge. There is nothing against her/ him which makes her/ him  
unsuitable to the assignment / employment in Govt. Deptt. / Govt. Companies or undertaking.

(Signature with Seal)

Name \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

**DECLARATION BY THE EMPLOYEE.**

I, \_\_\_\_\_, hereby declare that I am not involved in any criminal activity  
and no criminal case is pending against me.

\_\_\_\_\_  
Signature of Employee in presence of the  
above attesting Authority

\*\*\*\*\*

**BIO-DATA**

**PERSONAL INFORMATION TO BE FURNISHED BY THE CANDIDATE  
APPOINTED AS TESTING ASSISTANT – 2013 – 14 BATCH  
(Fill in CAPITAL LETTERS)**

Paste  
recent  
passport  
size

Roll No. \_\_\_\_\_

**Name in full** \_\_\_\_\_

**Date of Birth (in figures) (dd/mm/yyyy)** \_\_\_\_\_

**(in words)** \_\_\_\_\_

**Caste & Category** \_\_\_\_\_

**(SC/ST/OBC)**

**Father's Name** \_\_\_\_\_

**Communication Address** \_\_\_\_\_

**Phone No. (with STD code)** \_\_\_\_\_ **Cell phone No.** \_\_\_\_\_

**E-mail address** \_\_\_\_\_

**Permanent Address** \_\_\_\_\_

**Qualification** **ITI (Lineman/Wireman/Electrician)**

**(Tick)**

**Other qualification 1.** \_\_\_\_\_

**2.** \_\_\_\_\_

**Experience** \_\_\_\_\_

**Reference** \_\_\_\_\_

**Place:**

**Date:**

**Signature**

## **ANNEXURE-VI**

### **GUIDELINES FOR EXECUTING THE CONTRACT AGREEMENT CUM SURETY BOND OF TESTING ASSISTANT ON CONTRACT BASIS**

Please read the following instructions carefully before you proceed to execute the Contract Agreement Cum Surety Bond of **Testing Assistant on contract basis.**

1. The Contract Agreement should be printed and typed on Rs.250.00 (Rupees Two Hundred Fifty only) non-judicial stamp paper, with the specific purpose of executing in favor of M.P. Madhya Kshetra Vidyut Vitaran Co. Ltd that should be notarized by the Notary.
2. **The candidate and the surety should sign on all pages of the Agreement.** All cuttings, erasing, filling up the blanks by ink or over-writings if any, should be duly crossed signed by the candidate as well as his/her surety or authenticated by the executants.
3. The Surety should have his/her Permanent Income Tax account Number (**PAN No.**) which should be indicated in the Bond, legible under his/her signature. **The Surety should also attach a photocopy of his/her PAN Card and proof of address, duly attested by a Gazetted Officer.**

(ON NON JUDICIAL STAMP PAPER WORTH RS.250/- ONLY)

**CONTRACT AGREEMENT CUM SURETY BOND OF TESTING ASSISTANT**

**–(2013-14) BATCH ON CONTRACT BASIS**

THIS AGREEMENT made on ..... day of ..... Month of Two Thousand and....., BETWEEN: the General Manager of the Establishment Section of Corporate office ,M.P. Madhya Kshetra Vidyut Vitaran Co. Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at Nishtha Parisar, Govindpura, Bhopal hereinafter called the "Company" (Which term shall unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the ONE PART:

AND:

Shri ....., Son/Daughter of Shri ..... Resident of ..... in the tehsil of the ..... District ....., hereinafter called the "Person on Contract", (which term shall unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the SECOND PART:

WHEREAS the Person on Contract has been selected by the Company as a Person on Contract vide its Letter of Intent No. \_\_\_\_\_, Bhopal dated \_\_\_\_\_ with a view to utilize his/her service with the Company, whose offer has been unequivocally accepted by the person on contract.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

**Nature of Contract:**

- a) This contract engagement shall be for a given job and for a fixed time period executed between company and the person herein above. This contract engagement is purely of temporary nature and shall cease on completion of the contract period..
- b) This contract shall be for a specific period of maximum three years from the date of reporting.

**Remuneration:**

- a) Monthly remuneration shall be as per the "Letter of Intent" issued and accepted.
- b) Enhancement in monthly remuneration at the discretion of the company may be given commensurate with the grading performance indicated in Letter of Intent.

Candidate's Signature

Surety's Signature

## **General Conditions of Contract:**

**a)Employees Provident Fund:** Personnel engaged on contract basis shall be covered under Employees Provident Fund @ 12% subject to an amount calculated at maximum monthly remuneration of Rs.6500/-. This shall be contributed towards the aforesaid as per rules by the Company.

**b) TA/DA:** Personnel engaged on contract shall be entitled for TA/DA as applicable to regular personnel of equivalent cadre in the company as per rule.

**c) Other Advances:** Personnel engaged on contract will not be entitled to any advance like House Building, Motorcycle, Car advance etc. and also not be entitled for other fringe benefits such as free electricity, LTC etc.

**d) Accommodation:** Accommodation (Company's quarters) shall be provided as applicable to equivalent cadre depending upon availability and on the normal lease rent, but, preference shall be given to regular employees first.

**e) Medical benefit:** Medical benefits as per Circular No.11422 dtd.21.3.12 shall be provided to personnel engaged on contract. They shall also be covered under the Personal Accident Insurance Policy as per Circular No.3657 dtd.3.8.2011. No other medical reimbursement or OPD facility shall be provided.

**f)Place of work:** The person engaged on contract will be required to work anywhere in the jurisdiction of MP MKVVCL, Bhopal during the tenure of contract.

**g)Validity of Contract Agreement Cum Surety Bond:** This contract agreement cum surety bond shall be valid during the period of contract and even after its renewal and or satisfaction thereof.

### **Leave:**

- i. List of Holidays will be notified every year by the Company. The person engaged on contract shall be eligible to avail notified holidays.
- ii. 13 days casual leave, 3 days optional leave and 10 days special leave per year of engagement with prior intimation. Entitlement shall be pro rata basis on length of contract. Maternity leave may be granted to female employees up to 90 days from the date of commencement of each instance of maternity. No leave of any other kind except as specified shall be granted.

Candidate's Signature

Surety's Signature

- a) **Training:** The induction training to be imparted to the persons engaged on contract shall be of minimum 15 days.
- b) In case of any change in the address during the course of contract period, it shall be the duty of the person engaged on contract to intimate in writing, failing which the last given address shall be taken as correct and all the communications sent shall be deemed to have been delivered at the same address.

**Terms of Contract Engagement:**

- a) Job description, job to be carried out, target to be achieved and location of job shall be decided by the HR Section of Corporate office or by the Controlling officer, as may be decided by the Company and may change during tenure of their contract at the discretion of the Company.
- b) His/Her contract assignment is purely on temporary need basis and, therefore, the persons engaged on contract shall have no rights whatsoever to claim for appointment on regular basis in Company. The contract can be terminated by either side on serving one month notice or one month remuneration in lieu thereof without assigning any reason.
- c) The conduct of persons engaged on contract should not be unbecoming of the job assigned.
- d) He/She shall keep high standard of efficiency, sincerity, integrity, secrecy and full devotion and his/her general conduct should be befitting to the job he/she is engaged for, any violation of which shall be deemed to be misconduct during the contract period and may lead to termination of contract on payment of one month's remuneration without issuing any notice.
- e) He/She shall not engage himself/herself in any other employment either honorary or otherwise during the period of contract.
- f) In case during the course of contract, any information given by him/her is found false or incorrect, the contract engagement will be deemed void ab initio and liable for termination without any notice or compensation in lieu of notice and appropriate legal action shall also be taken.
- g) He/She shall not participate in any employee related union/organization during the contract period. In case of violation of this clause, it will be treated as breach of agreement and his/her contract shall be liable for termination.
- h) The person on contract shall observe secrecy and in no way divulge or disclose to any person/(s) whatsoever, the secrets entrusted to him/her or coming to his/her knowledge in the course of his/her contract period with the employer either in relation to its work, business or its customers.

Candidate's Signature

Surety's Signature

- i) The person on contract shall not commit or cause to be committed any waste, damage or other injury to the property and / or goods of the employer nor shall he/she lend any such property or goods to any person/(s) without the permission of the management of the employer.
- j) In case of SC/ST/OBC category candidates the engagement shall be subject to verification of caste from competent authority through General Manager of respective Circles. In case it is found that the caste is not covered under the reserved category as specified in schedule of M.P. or the caste certificate submitted is false/fake, the contract engagement of the candidate shall be terminated immediately and appropriate legal/criminal action shall be taken for submission of wrong information by General Manager of respective Circles.
- k) The letter of intent issued shall become part of the Contract Agreement Cum Surety Bond.

**Legal Action:**

**Breach of Contract**

- a) In the event of breach of contract, save as provided herein above, the “Person engaged on Contract” shall be liable to pay compensation for an amount of Rs. 25,000/- immediately on demand and compensation for liquidated/unliquidated damages as may be determined by the Company in the circumstances.
- b) In case the personnel engaged on contract does not comply with the terms and conditions contained in the letter of intent/ contract agreement or the rules and regulations of the employer or the covenants contained in this contract agreement, the employer will be at liberty to initiate appropriate legal action under Order 37 of the Code of Civil Procedure.
- c) The employer will be at a liberty to lodge FIR or initiate legal action as deemed appropriate in case the person engaged on contract does not comply with the terms and conditions contained in the order of appointment or the rules and regulations of the employer or the covenants contained in this contract agreement cum surety bond.
- d) His/Her engagement on contract basis will be subject to satisfactory verification of character and antecedents by the police authority through General Manager of respective Circles. If any report is found adverse, his/her contract shall be terminated at once without any notice and police complaint shall be lodged.
- e) He/she will have to submit an affidavit stating therein that there is no criminal case pending against him/her.

Candidate's Signature

Surety's Signature

f) The “Person engaged on Contract” shall also be liable to compensate for causing damages to the property of the Company entrusted to him or otherwise. The Company shall have the right to recover such damages.

g) In case of any dispute, the decision of the Company shall be binding and acceptable to all and shall be dealt exclusively in the jurisdiction of Bhopal Court.

8. **Saving Clause: The Company shall have a right to add or amend or substitute any of the terms and conditions mentioned herein above.**

I have read all the terms and conditions which have been explained also to me in vernacular and therefore understood. This bond is executed in healthy state of mind without any coercion.

Candidate's Signature

Surety's Signature



IN WITNESS WHEREOF the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_ month of \_\_\_\_\_ year in the presence of the following witnesses:

1. Witness

Signature \_\_\_\_\_

Name \_\_\_\_\_

(IN BLOCK LETTERS)

Occupation \_\_\_\_\_

Address \_\_\_\_\_

(Signature of \_\_\_\_\_

Name :- \_\_\_\_\_

(IN BLOCK LETTERS)

Address:- \_\_\_\_\_

(Signature of Surety)

2. Witness

Signature \_\_\_\_\_

Name \_\_\_\_\_

(IN BLOCK LETTERS)

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Name :- \_\_\_\_\_

(IN BLOCK LETTERS)

Occupation \_\_\_\_\_

Address:- \_\_\_\_\_

PAN No. \_\_\_\_\_ (Enclosure of photocopy of  
Surety's PAN Card )

**(Attestation of signatures of \_\_\_\_\_ and Surety by a Gazetted officer  
or Notary Public)**

(Signature of \_\_\_\_\_

Signature of Surety \_\_\_\_\_

Attested

Attested

Signature & Seal

Signature & Seal

**(For office use only)**

1. Witness (Employer's)

Signature \_\_\_\_\_

Name \_\_\_\_\_

(IN BLOCK LETTERS)

Designation \_\_\_\_\_

Address \_\_\_\_\_

2. Witness (Employer's)

Signature \_\_\_\_\_

Name \_\_\_\_\_

(IN BLOCK LETTERS)

Designation \_\_\_\_\_

Address \_\_\_\_\_

Accepted \_\_\_\_\_

Signature of General Manager of  
respective circle

For and on behalf of MPMKVCL

Name \_\_\_\_\_

(IN BLOCK LETTERS)

Address \_\_\_\_\_