

MMTC LIMITED

MMTC SERVICE REGULATIONS 1976

GENERAL

In exercise of the powers conferred on the Board of Directors under Articles 89(16) of the Articles of Association of the MMTC Limited, the Board of Directors hereby makes the following regulations namely: -

“MMTC SERVICE REGULATIONS 1976 “

1. TITLE

These Regulations may be called “MMTC Service Regulations, 1976”.

2. COMMENCEMENT

The Regulations are effective from 29.3.1976

3. DEFINITIONS

In these Regulations, unless the context indicates otherwise

- a) “Company” or “Corporation” means the MMTC Limited incorporated under the Companies Act, 1956.
- b) “Board” means the Board of Directors of the Company.
- c) “Regulations” means MMTC Limited Service Regulations 1976 as amended from time to time.
- d) “Chairman-and-Managing Director/Director” or “CMD” shall have the same meaning as are defined in the Articles of Association of the Company.
- e) “Executive Director/Chief General Manager/General Manager/Additional General Manager/Deputy General Manager” means a person appointed/promoted as Executive Director/Chief General Manager/General Manager/Additional General Manager/Deputy General Manager to manage the affairs of Corporate Office or a Regional/sub-Regional Office or a Division.
- f) Appointing Authority in relation to an employee means the authority empowered by the Board or Authority so delegated by the Board to make appointment to the category or grade of post in which the employee for the time is included or to the post which the employee for the time being holds.

- g) “Competent Authority” with reference to the exercise of any powers under the rules means the Executive or authority to whom such powers are delegated by the Board or authority so delegated by the Board either in general or in particular.
- h) “Secretary” means the Secretary of the Company.
- i) “Employee” means any person appointed to regular service or post in connection with the affairs of the Company but shall not include temporary, casual or part-time workers. Employees are further categories as ‘officers’ and ‘staff’.
- j) “Employee on deputation” means an employee of some other organisation / Govt department deputed for service in the Company at its request or an employee of the Company deputed for service in some other organization / Govt department irrespective of place of posting.
- h) “Service” means service of the Company.
- l) “Recruitment Rules” means MMTC (Officers) Recruitment Rules and MMTC (Staff) Recruitment Rules, as amended from time to time.
- m) “Office” means any office of the Company established in India or abroad.
- n) “Approved Medical Officer” means a Doctor approved under the Central Government Health Service Scheme or approved by the Company.
- o) “Superannuation” in relation to an employee means the attainment by him/her of such age as has been fixed in the Article 89(5) of the Articles of Association of the Company as the age of superannuation of the employee.
- p) In these rules, masculine gender refers to the feminine gender also.

NOTE: Words and phrases not defined above shall, in case of doubt, have the same meaning as given to them in Fundamental Rules and Supplementary Rules of the Government of India.

4. SCOPE

- 4.1 These rules shall be applicable to all the employees of the Company except employees whether of the Union or the State Government or State owned undertaking, whose services are placed at the disposal of the Company on foreign Service. Such employees shall be governed by such terms as may be laid down in each case.

EXCEPTION:

- i) The Board, may for recorded reasons, waive or modify the operation of any of these regulations.
- ii) Unless expressly provided for in these Regulations and relevant rules/instructions of MMTC Limited to the contrary, the terms and conditions of service of Company employees, their increments, leave and leave salary, joining time, joining time pay, travelling and other allowances and other allied matters will mutatis mutandis, be governed by Government of India Fundamental Rules and Supplementary Rules which shall include Government of India orders and decisions, Audit instructions and Audit Rules issued by the Comptroller and Auditor General of India from time to time relating thereto.

4.2 Disciplinary proceedings and penalties prescribed in the “MMTC Ltd. Employees Conduct Disciplinary and Appeal Rules, 1975, as amended from time to time, shall be applicable to the employees of the Company.

5 RECRUITMENT RULES 1975:

5.1 In regard to the matters concerning classification of posts, scales of pay, method of recruitment including appointment by deputation, promotion, seniority and allied matters, the provisions of the Recruitment Rules, 1975 of the Company both for Officers and Staff, as amended from time to time, shall be applicable to the respective category of employees.

5.2 Nothing in these Rules and in MMTC (Officers) Recruitment Rules, MMTC (Staff) Recruitment Rules and MMTC (Officers) Promotion & Transfer Policy and MMTC (Staff) Promotion Policy shall affect reservations and other concessions required to be provided in accordance with the Presidential directives and orders/instructions issued by Government of India.

6 LIABILITY FOR SERVICE ANYWHERE IN INDIA OR ABROAD

6.1 Any employee in the service of the Company shall be liable to be transferred/ deputed to any office, joint venture or any other place or location or job where he may be posted for any of the Company’s work in any part of the country or abroad as may be required by the Competent Authority.

7. CREATION OF POSTS

7.1 Consistent with the requirements of the Company, the Board or any authority delegated with powers in this behalf, may create posts from time to time, on the scales of pay prescribed by the Board.

8. Nationality

A candidate for appointment to the service of the Company must be either :

- a) a citizen of India; or

- b) a subject of Nepal; or
- c) a subject of Bhutan; or
- d) a Tibetan refugee who came over to India before 1st January, 1962 with the intention of permanently settling in India; or
- e) a person of Indian origin who has migrated from Pakistan, Burma, Sri Lanka or East African countries of Kenya, Uganda and United Republic of Tanzania (formerly Tanganyika and Zanzibar), Zambia, Malawi, Zaire, Ethiopia and Vietnam with the intention of permanently settling in India;

Provided that a candidate belonging to categories (b),(c), (d), and (e) shall be a person in whose favour a certificate of eligibility has been granted by the Government of India.

- f) Citizenship declaration shall be required to be given as per annexure – ‘r’ by an employee at the time of initial appointment in the Company.

9. VERIFICATION OF CHARACTER AND ANTECEDENTS:

All appointments in the Company are subject to verification of character and antecedents of the candidate to the satisfaction of the Competent Authority.

10. PROHIBITION OF BIGAMOUS MARRIAGES:

- 10.1 Every employee on appointment to the service of the Company shall sign a declaration that, if married, she/he does not have more than one husband / wife living and, that she/he shall not contract another marriage without prior permission from the Company if such subsequent marriage is permissible under the personal law applicable to him and that at the time of appointment to the effect that she/he is not married to and shall not marry a person who has one or more wife/husband living.

- 10.2 An Employee who has married or marries a person other than of Indian Nationality shall forthwith intimate the fact to the Company, in the prescribed proforma (annexure-t).”

11. CERTIFICATION OF HEALTH:

- 11.1 No person shall be taken in service unless he/she furnishes to the Company a health certificate in the prescribed form from an Approved Medical Officer or Officers either before or within a week of the appointment.

- 11.2 A certificate of health shall not be required in the case of following appointments:-

- a) Permanent employees of the Central or State Government on deputation to the Company;
- b) Temporary Government servants who have already been medically examined, if transferred to the Company without a break in service, provided the Head of the Office from which they are transferred certifies to the effect that the employees have already produced the requisite Medical Certificate of Health;

- c) Persons appointed to a vacancy for less than six months duration;
- d Retired Government servants re-employed immediately on retirement without break in service.

12. DATE OF BIRTH

12.1 Every Employee appointed to a service or post under the Company shall at the time of appointment declare the date of his birth by the Christian Era with confirmatory documentary evidence as under:-

- a) When an Employee is a Matriculate or above, the date of birth given in the Matriculation Certificate (High school/secondary school or equivalent) only shall be admitted.
- b) When an Employee is a non-Matriculate, any of the following may be accepted for admitting date of birth:
 - 1) Municipal Birth Certificate; or
 - 2) School Leaving Certificate; or
 - 3) Service certificate granted by the previous employer provided it was a government/Semi-government Organization;

12.2 Request for alteration of recorded date of birth shall not be entertained.

12.3 When a person who first entered in military service, is subsequently employed in the company, the date of birth for the purpose of employment in the company shall be the date as mentioned in his discharge certificate from Army authorities.

13. REQUISITE DECLARATIONS AT THE TIME OF INITIAL APPOINTMENT IN THE COMPANY:

13.1 Every new entrant shall be required to submit before appointment, following declarations and any other documents as may be prescribed by the company from time to time, in the prescribed forms as annexed:

- (a) Attestation form (in duplicate)
- (b) Identity Certificate (duplicate)
- (c) Character vouching certificate (duplicate) signed by any of the following :
 - (i) An Under Secretary/Deputy Secretary/Director/Joint Secretary/Addl. Secretary/ Special Secretary/ Secretary/ Cabinet Secretary to Government of India.
 - (ii) A Director/Joint Secretary/Additional Secretary/Special Secretary/ Chief Secretary to a State Govt.
 - (iii) A Sub-Divisional Magistrate/First class Judicial Magistrate/ Additional DM/District Magistrate of the district of residence of applicant.
 - (iv) A District Superintendent of Police, DIG/IG/DGP of district of residence of applicant.

(v) A Major and above in the army, Lt. Commander and above in the Navy and Sq. Leader and above in the Air Force.

(vi) The General Manager of a Public Sector Undertaking

(vii) All members of any All India Service or Central Service who are equivalent to or above the rank of an Under Secretary to the Government or above.

(viii) Resident Commissioners/ Additional Resident Commissioners of all State Governments based in Delhi.

(ix) Concerned Tehsildars or Concerned SHO's for an applicant staying in the area under his/her jurisdiction.

- (d) Bond under the Service contract on Stamp Paper of Rs.100/-, wherever applicable.
- (e) Verification form duly endorsed by Gazetted officer.
- (f) Declaration of marital status(duplicate)
- (g) Details of close relatives domiciled in other countries.
- (h) Family details, qualification details of self.
- (i) Declaration of Home Town
- (j) Declaration and nomination under MMTC CPF regulations.
- (k) Nomination under MMTC Group Gratuity cum Life Assurance.
- (l) Declaration under Employees Provident Fund Scheme, 1972.
- (m) Nomination for compassionate gratuity.
- (n) Statement showing details of immovable property, details of assets (other than immovable property) & liabilities, details of shares/debentures purchased under promoters/employees quota.
- (o) Details regarding passport.
- (p) Personal particulars for Enterprise Resource Planning(ERP)
- (q) Surety & personal bond for training abroad
- (r) Declaration of relationship with Directors.
- (s) Service certificate
- (t) Declaration of marriage with foreign national

14. PROBATION :

14.1 Persons recruited direct in any post shall be placed on probation for a period of one year from the date of appointment which may be extended or reduced at the discretion of the appointing authority. Similarly, employees on promotion shall be placed on probation for a period of one year from the date of promotion which may be extended or reduced at the discretion of the competent authority. Employees undergoing probation after promotion may be reverted under the orders of the appointing authority without notice or assigning any reason thereof, at any time during period of probation.

14.2 During the period of probation, a person appointed direct shall be liable to be discharged with one month's notice. Similarly, during the period of probation if the person appointed direct desires, to leave the services of the Company, he shall give a month's notice in writing to the appointing authority or pay cash compensation equivalent to his pay and allowances for one

month unless the appointing authority relaxes the condition of notice either in full or in part in view of special circumstances.

Provided that the Company may terminate the service of an employee forth-with on payment to him of a sum equivalent to the amount of his pay plus allowances, in lieu of notice period, at the same rates at which he was drawing immediately before the termination of his services.

15. DEPUTATION

- 15.1 An employee who has put in minimum 5 (five) years service in the company may be allowed to go on deputation to other organisations. Permission for deputation in each case, shall be approved by the Competent Authority. Period of deputation, admissibility of pay & allowances, rules in regard to leave salary, gratuity, superannuation pension contribution, leave encashment, medical facility, perks & allowances etc. shall be in terms of rules/regulations of borrowing organisation//DPE guidelines as amended from time to time.
- 15.2 An employee proceeding on deputation to Govt. Dept., a semi-Govt. organization or a Public Sector Undertaking shall be allowed to retain lien on the post in the company, from which he proceeds on deputation. Subject to DPE guidelines, as applicable from time to time, the lien shall be retained for a period of 5(five) years in case of Board level executives and 3(three) years in case of below Board level executives during the period of deputation. But in case, during the period of deputation, if the employee gets absorbed on regular basis in the borrowing department, he/she shall forfeit his/her lien on the post allowed by the Company from the date of such absorption.

16. FORWARDING OF APPLICATIONS FOR EMPLOYMENT OUTSIDE MMTC:

- 16.1 All applications of employees for employment in Central Government / State Government / Public Sector Undertaking are required to be forwarded through proper channel.
- 16.2 Two applications in a calendar year shall be allowed to be forwarded from an employee after confirmation in the post.
- 16.3 Subject to Clause 16.4, applications from employees belonging to reserved categories shall be forwarded without any restriction provided so in terms of Presidential directives except in very rare cases where may be compelling ground of interest of the enterprise for withholding of applications subject to meeting eligibility norms.
- 16.4 No application shall be forwarded in respect of employees during currency of the bond executed by them before undergoing training/study at company's cost.
- 16.5 No application shall be forwarded in any of the following conditions:
- When an employee is under probation whether on direct recruitment or on promotion except in case of applications for Board level posts in Schedule 'A', 'B' 'C' & 'D' Public Sector Companies;
 - When an employee is under bond period / under suspension;

- c) Where disciplinary proceedings are pending against the employees and charge sheet has been issued; or
- d) Sanction for prosecution, where necessary has been accorded by the competent authority; or
- e) Where a prosecution sanction is not necessary, a charge sheet has been filed in a Court of Law against an employee for criminal prosecution.
- 16.6. No application shall be forwarded at least for a period of 3 years in case of an employee who has been appointed for a specialized assignment provided that the employee had been so intimated at the time of his / her appointment and his / her appointment letter carries a stipulation that his / her appointment is specifically for a specialized assignment
- 16.7. Applications of departmental candidates in response to open advertisement or internal circulars for appointment to the next higher grade shall be considered if the applicant has served a minimum two years in his/her existing scale of pay subject to satisfying the eligibility norms for the post advertised or circulated as the case may be.
- 16.8. In cases where an employee has been stagnating in the same post for over 7 years for reasons such as non-availability of vacancies in the higher post, inability to meet the required norms for promotion etc., applications received from such employees for posts in other organizations, shall be forwarded without any restriction as stipulated in Sr.No.16.2 above.
- 16.9 In the event of selection in another organization, Employees whose applications for outside employment are forwarded or to whom 'No Objection Certificate' is issued would be required to resign from their post, giving three months'/one month's notice, as the case may be, as per the terms and conditions of their appointment. The organization means Central / State Government, CPSEs and Autonomous Bodies under Central/State Governments. However, the Competent Authority at its discretion may agree to adjust any short-fall in the notice period against the earned leave due to the concerned Employee or may require such Employee to pay a sum equivalent to the short-fall in the notice period.
- 16.10. Issue of 'No Objection Certificate' for interview - If an employee is unable to route his application through proper channel because the advertisement has not mentioned about the same or because of shortage of time, at the time of interview, he may be issued NOC only if such a request is accompanied by a photocopy/attested copy of the advertisement and if according to the last date of receipt of application as mentioned in the advertisement, the employee concerned was eligible for getting his application forwarded.
- 16.11. The competent authority has the absolute discretion in the matter of forwarding of applications for job outside including refusal to grant permission for forwarding of an application by an employee where it is considered appropriate to do so in the Company's interest.
- 17 **RESIGNATION:**
- 17.1 An employee who has completed his period of probation shall not resign from the service of the Company without giving three months notice of his intention to do so. Failure to give the adequate notice shall make the employee liable to pay the Company as compensation a sum equal to his pay and allowances for three months.
- 17.2 Acceptance of all resignations shall be subject to CVC / Govt guidelines, as applicable from time to time.

17.3 A resignation becomes effective when it is accepted and the Employee is relieved of his duties. Where a resignation has not become effective and the Employee wishes to withdraw it, the Authority who accepted the resignation may permit the Employee to withdraw the resignation.

18 TERMINATION OF SERVICE:

18.1 The Company may terminate the service of an employee who had completed his period of probation by giving him three months notice or three months pay and allowances in lieu thereof without assigning any reasons. The powers to terminate the service of the employee shall be exercised by the appointing authority in all cases, except that in respect of Officers of the level of Senior Managers and equivalent and above about whom prior approval of the Board of Directors shall be obtained.

18.2 Nothing in this Regulation shall affect the right of the Company to terminate the service of an employee without notice or payment of compensation in lieu thereof on his being declared mentally or physically disabled for further continuance in service by the approved medical officers. An appeal shall lie against the opinion of the Medical Officer provided that it is preferred within a period of one month from the date of such an opinion. The appeal shall be referred by the Company to such Medical Authority as the Company may decide and the opinion of such Medical Authority shall be considered as final and conclusive.

19. RETIREMENT:

19.1 Every employee shall retire w.e.f. the afternoon of the last day of the month in which he / she attains the age of superannuation.

An employee whose date of birth is the first of a month shall retire from service on the afternoon of the last day of the preceding month on attaining the age of superannuation.

19.2 Extension of service shall not be granted under any circumstances whatsoever to an employee beyond the age of superannuation.

19.3 Notwithstanding anything in the above clauses, the appropriate authority shall if he is of the opinion that it is in the interest of the Company to do so, have the absolute right to retire any employee by giving him a notice of three months or three months pay and allowances in lieu of notice, as given below:-

<u>CATEGORY OF EMPLOYEES</u>	<u>AGE</u>
i) Unionized staff who entered service before the date of issue of these Regulations;	On attaining 55 years
ii) a) Unionized staff entering after the date of issue of these regulations	On attaining 50 years

- | | |
|---|-----------------------|
| b) Officers irrespective of the date of entry provided they joined service before they had attained the age of 35 years | On attaining 50 years |
| c) Officers irrespective of the date of entry provided they joined service after they had attained the age of 35 years | On attaining 55 years |

NOTE :

1. For Unionized staff on promotion to the rank of Officers, the same rules as applicable to Officers would apply;
 2. For deputationists eventually absorbed in the Company date of entry shall be reckoned from the date of initial entry in government/other services.
 3. The guidelines and procedure for implementation of pre-mature retirement is as per attached annexure 'u'. *1
- 19.4 Similarly, any employee referred to in (i) and (ii) of clause 19.3 above may, by giving notice of not less than three months in writing to the Competent Authority, retire from the services of the Company after attaining the age of 55 years as the case may be. Provided, however, where any disciplinary case is pending or contemplated against the employee, the Competent Authority may refuse permission herefore for reasons to be recorded in writing.

20. CONDUCT AND DISCIPLINE

- 20.1 An employee shall serve the Company in such capacity and at such place as he may be directed from time to time. Employees in Grade-I shall ordinarily be required to serve at one specified station.
- 20.2 An employee shall serve the Company efficiently, honestly, loyally and faithfully and shall maintain complete secrecy regarding the affairs of the Company. Every employee is a whole time servant of the Company and may be employed in such manner as he is directed without any claim for extra remuneration. He shall strive his best to promote the interest of the Company.
- 20.3 An employee shall not absent himself from duty without prior permission of the Competent Authority. Nor shall he/she himself/herself absent from duty in case of sickness or accident without an immediate report duly supported by a medical-cum-fitness certificate, issued by the approved Medical Officer with a request as to the period for which leave is sought for. No employee shall leave the station where he/she is posted without obtaining previous permission from his/her immediate superior officers. Provided that in case of temporary indisposition, the production of medical certificate may not be insisted upon.

*1 O/O No. MMTC/CO/IRP/21/ 2016 dt. 11.08.2016

20.4 Matter relating to conduct and discipline of the employees shall be governed by the Conduct, Discipline and Appeal Rules of the Company.

21 PROVIDENT FUND AND INSURANCE SCHEME:

21.1 Every employee, except those serving on deputation, who is appointed in the service of the Company shall become a member of the:

- i) MMTC Ltd. Contributory Provident Fund
- ii) L.I.C. Group Insurance Scheme
- iii) MMTC Limited Employees Defined Contribution Superannuation Scheme.

Subject to the eligibility criteria prescribed in the respective rules.

21.2. Every employee in the service of the company, except those who are on deputation in the Company from other organization / Govt department, shall become a member of such employees' Welfare Schemes as and when introduced by the company.

22 OTHER FRINGE BENEFITS:

22.1 Every employee who is appointed in the service of the Company shall be entitled to the payment of bonus under Bonus Act/ex-gratia/Productivity Linked Incentive/Performance Related Payment (PRP) in accordance with the Payment of Bonus Act and/or instructions issued by the Government/Company on the subject from time to time, if such payments are permissible under the Rules of the Company.

22.2 The employee in the Company shall also be entitled to overtime, medical facilities and other fringe benefits as admissible under the Rules of the Company.

23 TRAINING

23.1 If an Employee is liable to undergo specialized/focused training anywhere in or outside India, then such employee shall execute a bond (Annexure) binding himself to serve the Company after the completion of the training for a period of 3 years. No bond is however required to be executed, if the training is for short term non-specialized/general /behavioural nature.

24. HOLIDAYS

24.1 The list of festivals, holidays and closed days shall be notified by the Management each year and the employee shall be entitled to avail such holidays/closed days.

25. RETURN OF COMPANY'S PROPERTY ETC.

25.1 Every employee leaving the service of the company, shall return all books, property, equipment or tools belonging to the company issued or lent to him in connection with his/her employment in the company. The cost of such property, equipment or tools not so returned shall be liable to be deducted from his/her pay or other amounts due to him/her or recovered otherwise.

26. Identity Cards :

26.1 Every employee of the Company shall be provided with an identity card which he/she shall be required to display at all time while on duty.

26.2 Loss of the card shall immediately be reported by the employee to the management.

26.3 Every employee upon leaving the service of the Company for any reason whatsoever, shall surrender his identity card immediately at the time of leaving the services of the company.

27. Change of Address :

27.1 Every employee must notify to the management his residential address on joining the Company's service and must also notify any changes in place of residence as and when it takes place.

28. Deduction from Wage Bills :

28.1 Deductions from the wages of an employee may be made for the following purposes subject to minimum 1/3rd take home salary:

- i) for house accommodation provided by the Company.
- ii) for amenities and services supplied by the Company.
- iii) for recovery of advances or for adjustment of over-payments.
- iv) income-tax or any other tax levied by the Govt.
- v) deduction required to be made by orders of a Court or other authority competent to make such order.
- vi) for refund of any advance taken from Employee's Provident Fund.
- vii) deductions made with the written authorization of the employee for:
 - a) payment of Life Insurance premium or for the purpose of purchase of Govt. securities for investment in Small Savings Securities or the like as may be decided by the Company.
 - b) payment of subscription or other charges due to any of Employee's Clubs duly recognized by the Corporation.

- c) payment of subscription or contribution to Provident Fund or any other Fund sponsored or approved by the Company or to comply with any statutory requirement.
- viii) deduction of amount due to the Company from an employee on any account.
- ix) any other deductions made with the written authorization of the employee concerned.
- x) fines.
- xi) for unauthorized absence from duty.
- xii) for damage to or loss of goods expressly entrusted to the employee for custody or for loss of money for which he is required to account.

29. Pursuing Higher Studies:

- 29.1 Any employee who wishes to acquire higher/additional qualifications by pursuing any course of education/training in any institution either on regular/part time basis or through distance learning, may do so only after obtaining prior specific sanction of the management. Such permission shall not be accorded in case it is considered that the same shall interfere with the proper performance of his duties. Additional qualification(s) acquired without prior specific approval of the Management shall not be recognised for any purpose.

30. Official Tours:

- 30.1 An employee shall be liable to proceed on tour in the course of his official duty to any place within India or abroad as and when so required by the management for which he shall be paid as per TA/DA rules of the Company.

31. Possession of official documents/information:-

- 31.1 Any documentation or information received or obtained by an Employee, during the course of his official duty, from outside sources shall be the property of the Company.

32. SERVICE CERTIFICATE

- 32.1 A service certificate (as given in the proforma at Annexure-XX) shall be issued on request to an employee at the time of discharge, dismissal, termination (of his service) resignation or retirement.

33. SERVICE RECORDS:

- 33.1 A service register in a suitable form shall be maintained by the company at its head office for its employees. This register shall contain the names of all such employees in alphabetical order, the substantive posts held by them, the posts in which they are officiating, their pay and date of next

increment, date of birth, date of joining service, number of leave availed from time to time and the date of their last return from leave to join their substantive or officiating post in the Company.

- 33.2 A service book shall be maintained in the prescribed form in respect of each employee.
- 33.3 Every event in an employee's official career must be recorded in the Service Book. Such entries must be attested by an Officer authorized in this behalf, care being taken to see that there are no erasures or over-writings.

34. DELEGATION:

- 34.1 The Board may by Resolution confer on the Chairman & Managing Director/Director or any other officer any of its powers in these Regulations by Resolution. The Chairman & Managing Director/Director may, with the approval of the Board, confer on any Officer of the Company any of his powers including his delegated powers by written authorization. Delegated Powers shall be exercised subject to such conditions and limitations as may be prescribed in the resolution or authorization of the Board/Chairman & Managing Director.

35. APPLICATION OF OTHER RULES:

- 35.1 Such of the Rules, which have not been referred to herein but are in force in the Company from time to time, shall apply to the employees of the Company.

36. INTERPRETATION:

- 36.1 Wherever there is any doubt about the meaning or extent of application of any of these Regulations, the decision of the Chairman & Managing Director thereon shall be final and binding.

37. PENALTIES :

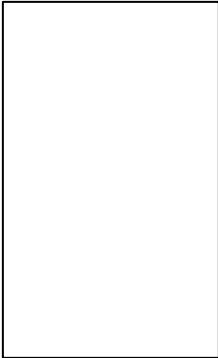
- 37.1 Failure to observe discipline and to abide by the conditions of service to which he/she is subject under the Service Regulations will render an employee liable to imposition of penalties as contained in the MMTC Employees (Conduct, Discipline & Appeal) Rules 1975, as amended from time to time.

38. REPEAL AND SAVINGS-

- 38.1 The STC service Regulations 1957 as adopted by the Company is hereby repealed, provided that any order made or action taken under the said Regulations so repealed shall be deemed to have been made or taken under the provisions of these Regulations.

MMTC LIMITED

**ATTESTATION FORM
(Refer Rule 11)**



1. The furnishing of false information or suppression of any factual information in the Attestation Form would be a disqualification, and it is likely to render the candidate unfit for employment in the Company.
2. If detained, arrested, prosecuted, bound-down, fined, convicted, debarred, acquitted etc. subsequent to the completion and submission of this form, the details should be communicated immediately to the authorities to whom the attestation form has been sent earlier, failing which it will be deemed to be a suppression of factual information.
3. If the fact that false information has been furnished or that there has been suppression of any factual information in the attestation form comes to notice at any time during the service of a person his services would be liable to be terminated.

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1. Name in full (in block capitals) with aliases, if any (Please indicate if you have added or dropped at any stage any part of your name or surname)

SURNAME

NAME

-
2. Present address in full i.e. Village, Thana and District or House number, Lane/Street/Road and Town (Pin Code)
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3.(a) Home address in full i.e. Village, Thana and District, or
House number, lane / Street

3(b) If originally a resident of Pakistan, the address in that country and the date of migration to Indian Union.

4. Particulars of places (with period of residences) where you have resided for more than one year at a time during the preceding five years. In case of stay abroad (including Pakistan) particulars of all places where you have resided for more than one year after attaining the age of 21 years, should be given.

From	To	Residential address in full i.e. Village, Thana and District Or House No., Lane/Street Road and Town(Pin Code)	Name of the District Head quarters of the place mentioned in the preceding column
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Name	Nationality	Place of Birth	Occupation if employed give desig- nation	Present Postal address (if dead give last address	Permanent Home Address
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i)Father _____.

ii)Mother _____.

iii)Wife/Husband _____.

iv)Brother(s) _____.

v) Sister(s) _____.

vi)Son(s) _____.

vii) Daughter(s)

6. Information to be furnished with regard to son(s) and / or daughter(s) in case they are studying / living in a foreign country

Name	Nationality(by birth and/or by domicile)	Place of birth	Country in which studying/living with full address	Date from which studying/living in the country mentioned in previous column.

7.	Nationality
8.	(a) Date of birth
	(b) Present Age
	© Age at Matriculation (Date)
9.	(a) Place of birth, District and State in which situated
	(b) District and State to which you belong
	© District and State to which your Father originally belongs.
10.	(a) Your Religion
	(b) Are you a member of Scheduled Caste/Scheduled Tribe ? Answer 'Yes' or 'No'
11.	Educational Qualification showing places of education with years in Schools and Colleges since 15th year of age.
Name of school/college	Date of
	Date of leaving
	Exam passed

	entering		
--	----------	--	--

12. (A) Are you holding or have any time held an appointment under the Central or State Government or Quasi Government body or an Autonomous body or a public undertaking or a private firm or institution ? If so, give full particulars with dates of employment up-to-date.

Period		Designation, emoluments and nature of employment.	Full name and address of employer	Reasons for leaving previous service
From	To			

12.(B) If the previous employment was under the Govt. of India, a State Government/an Autonomous Body/University/Local Body, if you had left service on giving a month's notice under rule 5 of the Central Civil Services (Temporary Service) Rules, 1965, or any similar corresponding rules were any disciplinary proceedings framed against you, or had you been called upon to explain your conduct in any matter at the time you gave notice of termination of service, or at a subsequent date, before your service actually terminated?

13.(i)	Have you ever been arrested ?	Yes / No
	Have you ever been prosecuted ?	Yes / No
	Have you ever been kept under detention ?	Yes / No
	Have you ever been bound down	Yes / No
	Have you ever been fined by a Court of Law ?	Yes / No
	Have you ever been convicted by a Court of Law for any Offence ?	Yes / No
	Have you ever been debarred from any examination or rusticated by any University or any other educational authority/institution ?	Yes / No
	Have you ever been debarred / disqualified by any Public Service Commission /Staff Selection Commission for any of its examination/selection ?	Yes / No
	Is any case pending against you in any Court of Law at the time of filling up this attestation form?	Yes / No

	Is any case pending against you in any University or any other educational authority/institution at the time of filling up this attestation form ?	Yes / No
	Whether discharged / expelled/withdrawn from any training institution under the Government or otherwise.	Yes / No
(ii)	If the answer to any of the above mentioned questions is 'Yes' give full particulars of the case/arrest/detention/fine/ conviction/ sentence/ punishment etc. and/or the nature of the case pending in the Court/ University/Educational Authority etc. at any time of filling up this form.	

(ATTESTATION)

NOTE:-

- (i) Please also see at the top of this attestation form.
- (ii) Specific answer to each of the questions should be given by striking out 'Yes' or 'No' as the case may be.

14. Name of two responsible persons of your locality or two references to whom you are known.

1. _____

2. _____

I certify that the foregoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances which might impair my fitness for employment under Government.

Sign. of Candidate_____

Date:_____

Place:_____

IDENTITY CERTIFICATE

Certificate to be signed by any one of the following :

- (i) Gazetted Officers of Central or State Government; or
- (ii) Member of Parliament or State Legislature belonging to the constituency where the candidate or his parent/guardian is ordinarily resident; or
- (iii) Sub-Divisional Magistrate / Officer; or
- (iv) Tehsildar or Naib/Deputy Tehsildars authorized to exercise magisterial powers; or
- (v) Principal/Head Master of the recognized School/College/Institution where the candidate studied last; or
- (vi) Block Development Officer; or
- (vii) Post Master; or
- (viii) Panchayat Inspector.

Certified that I have known Shri/Km/Smt _____ son/ daughter/wife of
Shri _____ for the last _____

Years _____ months and that to the best of my knowledge and belief the particulars
furnished by him/her are correct.

Signature _____

Place: _____

Designation or _____

Date: _____

Status and Address _____

TO BE FILLED BY THE OFFICE

(i) Name, Designation and full address

of the Appointing Authority

(iii) Post for which the candidate is

being considered _____

(Sign. of the Estt. Officer)

Date:

MMTC LIMITED

CHARACTER VOUCHING CERTIFICATE

Certified that I have known Shri/Km./Smt. _____ son/daughter/wife of Shri _____ for the last _____ years _____ months and that to the best of my knowledge and belief he bears good moral character and there are no antecedents which render him/her unsuitable for employment in MMTC.

Place: _____

Signature: _____

Date: _____

Designation: _____

BOND UNDER THE SERVICE CONTRACT

(On Stamp paper of Rs.100)

THIS DEED is made at New Delhi on this _____ day of _____, 200 between MMTC Ltd, Core 1, SCOPE Complex, 7, Institutional Area, Lodi Raod, New Delhi- 110003 (hereinafter called "the Employer" or "the Company") of the First Part.

AND

Mr./ Ms. _____ S/D/o Mr. _____ R/O _____ (hereinafter called 'the Employee") of the Second Part.

AND

Mr./ Ms. _____ S/D/o Mr. _____ R/O _____ (hereinafter called 'the Surety") of the Third Part.

WHEREAS the Employer has selected the Employee for the post of _____ in MMTC Ltd.

AND WHEREAS THE Employee shall be imparted training on the job and the Employer would spend a substantial amount for the training of the Employee which has been estimated at Rs.50,000/- (Rupees Fifty Thousand).

AND WHEREAS the Employee has agreed that he/she shall serve the Company for atleast three years from the date of joining.

AND WHEREAS the Surety, at the request of the Employee, has agreed to stand Surety for the said sum of Rs.50,000/- (Rupees Fifty Thousand).

AND WHEREAS the employee and the surety have agreed that if the Employee commits breach of any condition of this Deed, the employee and / or Surety shall pay to the Employer a sum of Rs.50,000/- (Rupees Fifty Thousand).

NOW THIS DEED WITNESSTHS:

1. The employee shall receive on the job training after joining the service of the Company and such other training as organized by the company from time to time keeping in view the job requirements.

2. The Parties hereto agree that the cost of such training shall not be less than Rs.50,000/-.
3. The Employee undertakes to serve the Company for a minimum period of three years from the date of joining.
4. In case the Employee leaves the Company before the expiry of the said three years, he/she shall forthwith pay a sum of Rs.50,000/- to the Company on demand.
5. The Bond shall remain valid and enforceable notwithstanding the fact that the Employee has resigned by giving Notice in accordance with the terms and conditions of his/her appointment.
6. The Employee and Surety hereby jointly and severally are liable to pay a sum of Rs.50,000/-, in case the Employee leaves the Company whether by way of resignation or abandonment of job before the expiry of three years.
7. And upon the Employee and / or the Surety making such payment, this Bond shall become void and of no effect, otherwise it shall remain in full force.
8. This is subject to the jurisdiction of Courts in Delhi to the exclusion of all other courts.

Signed and delivered by the above named Employee and Surety in the presence of :

EMPLOYEE

SURETY

WITNESSES

1.

2

To be attested by a notary.

VERIFICATION FORM TO BE FILLED IN BY CANDIDATE

AT THE TIME OF APPOINTMENT

1. Name of applicant _____
2. Name of the post applied for _____
3. Has the applicant been previously employed by the Central or a State Government No/Yes
4. If yes, details thereof :-

DEPARTMENT/OFFICE IN WHICH PREVIOUSLY EMPLOYED WITH ADDRESS	DESIGNATION ON APPOINTMENT & LAST DESIGNATION	SCALE OF PAY & LAST PAY DRAWN	REASON FOR LEAVING
---	---	-------------------------------------	-----------------------

5. Did the applicant previously apply without success for an appointment under MMTC Limited? No / Yes
6. Has the applicant even been convicted by a court of law of any offence? If the Answer is in the affirmative, the full particulars of conviction and the sentence should be given. No / Yes
7. Whether related to any Director of the Company, if so, how?

I solemnly declare that the above statement is correct and that I have not suppressed any disqualifying antecedent about me. I understand that if it is subsequently found that the statement is false in any material respect, and that I have failed to disclose my true antecedents, not only will my appointment be liable to be terminated, but I will also be liable to be prosecuted.

Signature_____

Date:_____

Contd...2...

-2-

ENDORSEMENT BY A GAZETTED OFFICER KNOWN TO THE CANDIDATE

Certified that I know Sh./Ms. _____ and that the statements made by him/her are correct to the best of my knowledge & belief.

Place: _____

Signature _____

Date: _____

Designation _____

Stamp

Note: The Gazetted Officer who fills the Endorsement Certificate must satisfy himself/herself about the reliability of the person before signing it.

MARRIAGE DECLARATION

I declare that:

- 1) I am unmarried/widower/widow/divorcee/separated.
- 2) I am married and have only one spouse living.
- 3) I am married and my husband/wife has no other living wife/husband to the best of my knowledge.
- 4) I am married and have more than one wife/husband living. Application for grant of exemption, is enclosed.
- 5) I am married to a person who has already one wife/husband or more living. Application for grant of exemption is enclosed.

I solemnly affirm that the above declaration is true and I understand that in the event of the declaration being found to be incorrect after my appointment I shall be liable to be dismissed from service.

Signature_____

Name_____

Designation_____

Place_____

Date_____

Please delete clauses which are not applicable.

MMTC LIMITED :: CORPORATE OFFICE :: NEW DELHI

Form giving details of close Relatives domiciled in Other Countries and Other details

Close relations who are domiciled in other countries	Name	Nationality	Present address	Place of Birth	Occupation
Father: Mother: Wife/ Husband: Son(s) Daughter(s) Brother(s)					

If in public service, give full particulars regarding designation of the post held, name of department/office etc. where employed and the date of such employment.

I certify that the foregoing information is correct and complete to the best of my knowledge and belief.

Family Details

Name	Relationship with the employee	Date of Birth/ Age	Gender	Whether Dependent	Occupation

Qualification Details of Self

Course	Major Subject	Minor Subject	Institute	Month & Year	%age Obtd.	Duration

Language Details

Language	Description (Read, Write & Speak)	Mother Tongue

Whether signed Bond with MMTC (with details)

Nominee Details

	<u>NAME</u>	<u>ADDRESS</u>	<u>RELATION</u>	<u>%AGE</u>	<u>REMARKS</u>
CPF					
EX-GRATIA					
GRATUITY INSURANCE					
OTHERS					

(Signature of Employee)

MMTC LTD : CORPORATE OFFICE : NEW DELHI

'HOME' – DECLARATION FORM

Declaration regarding “Home” in terms of Ministry of Home Affairs’
O.M.No.43/1/55-Ests(a)-part II dated 11th October,1956.

I _____(name)
_____(Designation), do hereby declare my Permanent Home to be as
under:

Signature

Date

Verified & Accepted.

(DGM/SR.MGR/MGR)

Date of Appointment: _____

FORM NO. CPF/3

ACCOUNT NO. _____

MMTC LIMITED CPF FUND REGULATIONS 1967

DECLARATION AND NOMINATION FORM (REGULATIONS 5 & 6)

1. NAME _____ SURNAME _____

(in block capitals)

2. DESIGNATION _____

3. EMPLOYEE NO. _____

4. SEX _____

5. RELIGION _____

6. FATHER'S NAME _____

7. HUSBAND'S NAME _____

(FOR MARRIED WOMEN ONLY)

8. MARITAL STATUS _____

(WHETHER UNMARRIED, MARRIED, WIDOWN OR WIDOWER)

9. DATE OF BIRTH: DAY _____ MONTH _____ YEAR _____

10. DATE OF APOINTMENT _____

11. DATE OF ELIGIBILITY _____

12. PERMANENT ADDRESS _____ VILLAGE _____

THANA _____ TALUK / SUB.DIVN. _____

PO _____ DISTRICT _____

STATE _____

I declare that I have not previously been a member of any Provident Fund, covered under Employees Provident Fund Act, 1952 and I hereby nominate the person(s) mentioned below to receive the amount in the event of my death before that amount has become payable, has not been paid and direct that the said amount shall be distributed among the said person(s) in the manner shown below against their names:-

NAME & ADDRESS OF THE NOMINEE OR NOMINEE OR NOMINEE	NOMINEE'S RELATION- SHIP WITH THE MEMBER	AGE OF NOMINEE	AMOUNT OR SHARE OF ACCUMULA- TIONS IN THE FUND TO BE PAID TO EACH NOMINEE
---	---	----------------------	---

(1)

(2)

(3)

(4)

Delete if not necessary

1. Certified that I have no family as defined in Regulation 3 (ix) of the MMTC Limited. Contributory Provident Fund Regulations 1967 and should I hereafter acquire of family, the above nomination should be deemed as cancelled.

Certified that my father/Mother is dependent/ not dependent upon me.

Signature or left / .right hand thumb
impression of the member

Date _____

This column should be filled in so as to cover the whole amount that may stand to the credit of the member in the Fund at any time.

Left hand thumb impression in the case of illiterate male member and right hand thumb impression by illiterate female member.

Certified that above declaration has been signed/thumb impressed by Shri/Shrimati _____ employed in MMTC before me after he/she has read the entries.

The entries have been read over to him/her by me.

DY. MANAGER (CPF A/CS)

DATED _____

GROUP GRATUITY-CUM-LIFE ASSURANCE

FORM OF NOMINATION

The Trustee,

I, _____ whose particulars are given in the statement below, hereby nominate the person(s) mentioned below, to receive the gratuity standing to my credit in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount of gratuity shall be paid in proportion indication against the share(s) of the nominee(s).

2. I hereby certify that the person(s) mentioned is/are member(s) of my family.
3. I hereby declare that I have no family.
4. (a) My father/mother/parents is/are not dependent on me.
(b) My husband's father/mother/parents is/are not dependent on my husband.
5. I hereby exclude my husband from my family by not dated the _____.
6. Nomination made herein invalidates my previous nomination.

NOMINEES(S)

Name in full with Full address of Nominee(s)	Relationship with the member	Age of nominee	Proportion by which the gratuity will be shared.

STATEMENT

1. Name of Member in full :
2. Sex :
3. Religion :
4. Whether married/unmarried/widow/widower :
5. Department/Branch :
6. Post held with Ticket, or Serial No._____if any :
7. Date of Appointment :
8. Permanent Address :
Village_____Thana_____Sub-Division_____
Post Office_____District_____State _____

Signature/Thumb Impression
of the Member

Place :

Date :

DECLARATION BY WITNESS

Nomination signed/thumb impressed before me.

Name in full and full address of witnesses.

Signature of witnesses.

1.

1.

2.

2.

Place:

Date:

CERTIFICATE BY THE TRUSTEES

Certified that the particulars of the above nomination have been verified and recorded.

Signature of the Trustee

Date :

ACKNOWLEDGEMENT OF THE MEMBER

Received the certificate duplicate copy of nomination filled by me and duly certified by Trustees.

Signature of the Member

Date :

Note: Strike out the words/paragraph not applicable.

FORM 11

THE EMPLOYEES' PROVIDENT FUNDS SCHEME 1972
(Paragraph 34)

Declaration by a person taking up employment after the scheme has become applicable to an establishment.

I _____ S/W/D* of _____ do hereby solemnly declare that I am / I am not

* (a) A member of the Employees' Provident Fund ;

* (b) A member of a private provident Fund of an exempted establishment/ an establishment granted relation under para 79 of the Scheme and but for such exemption* / relation would have become and continued as a member of the employees' Provident Fund :

* (c) An employer exempted under para 27/27-A of the Employees' Provident Funds Scheme, 1952 and but for such exemption would have become and continued as a member of the Employees' Provident Fund.

I also declare that I was not employed / I was employed in M/s _____ (Name and full address of the establishment) which is /is not covered establishment in any covered establishment under the Employees' Provident Funds Act, 1952. My Provident Fund Account No. is / was _____. I further declare that I have/have not withdrawn the total accumulation standing to my credit in the Fund.

** Signature or right/left thumb

Impression of the Employee.

Name of the Present Employer

Date:

(To be filled up by the employer only when the person employed is not a member of the Employees' Provident Fund)

Shri _____ (Name of the Employee) as _____ (Designation) In
_____ (Name of the factory) with effect
from _____.

Establishment

From To No. of days
Worked

Date of completion of 240 actual working
days in a period of 12 months or less or
one year's continuous service whichever
is earlier. Date of admission as a member
of Employees.

Provident Fund _____

Accounts No. _____

Signature of the Employer of manager of other

Authorized Officer

Date :

Strike out which is not applicable.

Left hand thumb impression in the case of illiterate male employee and

Right hand thumb impression by illiterate female employee.

THE MMTC LIMITED : NEW DELHI

COMPASSIONATE GRATUITY

(FORM OF NOMINATION)

I _____, whose particulars are given in the statement below, nominate the person of my family as mentioned below, to receive the COMPASSIONATE GRATUITY in the event of my death, if occurs, while in service.

Name & Address of The Nominee	Relationship with the employee	Age of the Nominee	Contingencies on the happening of which the Nomination shall become invalid	Name & Address of family member to whom the right of nominee shall pass in the event of his/her death
----------------------------------	--------------------------------------	--------------------------	---	---

Note : "Family" means wife and legitimate children of the employee and not any other relation.

1. Name of the Employee in Full : _____
2. Designation : _____
3. Employee No. : _____
4. Sex : _____
5. Department/Branch : _____

6. Designation : _____

7. Permanent Address : _____

Place : _____

Date : _____

Signature / Thumb Impression of the

Member

DECLARATION BY WITNESS

Nomination signed/Thumb impressed before me : _

Name of Witness (In full)

Signature of Witness

1. _____

2. _____

Place : _____

Date : _____

FORM NO. 1

STATEMENT SHOWING DETAILS OF IMMOVABLE PROPERTY ON FIRST APPOINTMENT AND ALSO ON 1ST JANUARY OF EACH CALENDAR YEAR (e.g. Lands, House, Shops, other Buildings, etc.)

NAME

DESIGNATION

ORGANISATION

DATE OF JOINING

BASIC PAY

S.N.	Details/ Description of Property & its location (see notes 1& 5 below) House/Building/ Land No.	If not in own name, state in whose name held and his/her relationship, if any to the employee	How and when acquired (See Notes 2 and 6 below)	Value of the Property (See note three below)	Total annual income from the property	Remarks
1	2	3	4	5	6	7

Note : 1 If the property is not wholly owned the extent of share may also be indicated

Note : 2 For the purpose of Col. 4 the term 'lease' would mean a lease of immovable property from the year to year or for any term exceeding one year of reserve yearly rent. When, however, the lease of immovable property is obtained from a person having official dealings with the employee, such a lease should in this column irrespective of the term of the lease whether it is short term or long term, and the periodicity of the payment of rent.

Note :3 In Col. 5 should be shown :

- (a) Where the property has been acquired by purchase, mortgage or lease, the price or premium paid for such acquisition.
- (b) Where it has been acquired by lease the total annual rent thereof also and
- (c) Where the acquisition is by inheritance, gift or exchange the approximate value of the property so acquired.

Note : 4 The annual return in respect of immovable property may also be submitted in this form as on 1st January.

Note : 5 Name of District, Division, Taluka & Village in which the property is situated and also its distinctive number etc. will be given in Col.2.

Note : 6 Whether by purchase, mortgage, lease, inheritance, gift or otherwise and name with details of person / persons from whom acquired. Address and connection, if any with the person / persons concerned are also to be given in Column.

Signature _____

Date _____

FORM NO. 2

STATEMENT OF ASSETS & LIABILITIES

DETAILED STATEMENT IN RESPECT OF SHARES / DEBENTURES PURCHASED UNDER PROMOTERS' / EMPLOYEES QUOTA AS ON 1ST JANUARY OF EACH CALENDAR YEAR IN OFFICERS OWN NAME AND ALSO THOSE HELD IN THE NAMES OF SPOUSE AND SEPENDENT CHILDREN.

NAME

DESIGNATION

ORGANISATION

DATE OF JOINING THE PSU

BASIC SALARY

P.F. INDEX NO.

S.N	Name of the company	No. of shares	Face Value	Cost of Acquisition	Whether promoters' / Employees' Quota	How acquired	Position held at the time of acquisition and if the company had any borrowing or other facilities at that time
1	2	3	4	5	6	7	8

A. Self

B. Spouse and Dependent Children

(2) Any additions / deletions to this statement as on 1st January _____ and the profit / loss incurred by me are given below.

Signature _____

Place :

Date :

ANNEXURE

(To be submitted along with the Assets & Liabilities Statement as on 1st January of every year)

Form for giving information where total transactions in shares, securities, debentures and investment in mutual fund schemes etc. exceed Rs. 25,000/- during the calendar year as on 1st January_____

1. Name and Designation:
2. (i) Scale of pay and present pay
(ii) PF Index No.
3. Details of each transaction made in shares, securities, debentures, mutual funds scheme etc. during the calendar year.
4. Particulars of the party / firm with whom transaction is made.
 - (a) Is party related to you ?
 - (b) Did you have dealings with the party in your official capacity at any time or is the applicant likely to have any dealings with you in the near future ?
5. Sources or sources from which financed?
 - (a) Personal savings
 - (b) Other sources giving details.
6. Any other relevant fact, which you may like to mention.

Declaration :

I hereby declare that the particulars given above are true.

Place :

Date :

Signature

Designation

**DECLARATION AT THE TIME OF APPOINTMENT
(Regarding Passport)**

I _____ hereby, declare as under.

- i) That I do not possess a passport in my name.
- ii) That I possess passport and the details of the same are given below :

Passport No : _____

Date of Issue : _____

Validity upto : _____

Countries valid in passport : _____

(Photocopy of relevant pages of the passport enclosed)

2. I solemnly affirm that the above declaration is true and in the event of the declaration being found to be incorrect after my appointment, I shall liable to be dismissed from service.

SIGNATURE OF EMPLOYEE

NAME

DIVISION/DESIGNATION

EMP. NO

Date _____

Personnel Division

(ERP FORM TO BE FILLED UP BY NEW RECRUITEES)

Following details are to be filled in for incorporating in HRM of ERP

Personal Details

Emp. No.		DSGN.	
Title		First Name	
Middle Name		Last Name	
Known as		D/o Join. Company	
Pan No.		Medical Card No.	
Date Birth		Marital Status	
Whether SC/ST/ OBC/PH		Disability	
Religion		Country	
Home State			
Contact Person (in case of emergency)	Name	1.	T
		2.	E
		1.	
		1.	

Physiological Details

Blood Group		Height	
-------------	--	--------	--

Weight		Gender	
Smoker			
Identification Mark			

Preferred Location in case of transfer : 1. _____ 2. _____
3. _____

(Signature of Employee)

Dependents Details

First Name	Middle Name	Last Name	Date of Birth	Gender	Relation	Whether dependent	Occupation

Full Address:

Present _____

E-mail address

Telephone

Full address: Permanent _____

E-mail address

Telephone

(Signature of Employee)

Qualification Details

Course	Major Subject	Minor Subject	Institute	Month & Year	%age	Honors	Duration	Degree rcd.

Language Details (write R for Read, W for Write, S for Speak and specify the Mother Tongue)

Language

Description

MotherTongue

Whether signed Bond with MMTC(with details)

Nominee Details

	Name	Address	D/Birth	Relation	%age	Comments
CPF						
EX-GRATIA						
GRATUITY						

INSURANCE						
OTHERS						

(Signature of employee)

Annexure-q

SURETY AND PERSONAL BOND FOR THE EMPLOYEES OF THE COMPANY DEPUTED FOR TRAINING ABORAD

KNOW ALL MEN BY THESE PRESENTS THAT Shri _____, son/daughter of _____ hereinafter called "the Trainee" (which expression shall unless excluded by or repugnant to the context include his heirs, administrators and assigns) and Shri _____ son of Shri _____ hereinafter called the "Surety" (which expression shall unless excluded by or repugnant to the context include his heirs, administrators and assigns) bind ourselves jointly and severally to pay to the MMTC Limited (hereinafter call "the Company") on deemed and without demur the sum of Rs. _____ (Rupees _____ only) or if payment is to be made in a country other than India, the equivalent of the said sum in the currency of that country converted at the official rate of exchange between the country and India.

Dated this _____ day of _____ Two Thousand and _____.

Whereas the above bounden trainee is selected to receive training for _____ months from _____ to _____ in _____ country.

In the field of _____/selected for participation in the Seminar/Conference/Symposium/Congress on _____ (subject) to be held in _____ (Country) for _____ days from _____ to _____.

Now the conditions of the above written obligation are that in the event of above bounden trainee.

- a) not conforming to the instructions regarding training/seminar/conference/symposium congress or studies conveyed to him by a representative of the Company.
- b) getting adverse reports regarding the progress of his training/seminar/conference/symposium/congress or studies or regarding his conduct.
- c) on completion of his training/seminar/conference/symposium/congress or studies failing to report his arrival in India to the Company within two weeks of such arrival;

- d) returning to India without completing the course/seminar etc. for which he has been selected.
- e) failing to return to India after the expiry of the period of training/seminar etc. (except for reasons of ill health) provided that such ill health has not been brought about his own neglect, carelessness or misconduct and a certificate of a medical officer nominated by the Company in that behalf shall be conclusive;
- f) failing to refund to the Company any overpayment made to him during the course of his training/seminar etc. abroad and any loan which may be granted to him by the Company.
- g) contracting marriage or marriages during the period of training/seminar etc. study or stay abroad, either contracting a bigamous marriage or contracting marriage with a foreigner.
- h) In the event of contracting an infectious disease requiring prolonged hospitalization, forbidding the medical advisers/attendants from communicating the nature and condition of such disease to Indian Mission concerned or Government.
- i) failing to serve the MMTC Limited for a period of 3 years on his return to India after completing the training/seminar etc. abroad, subject to the conditions herein specified and to the satisfaction of the Company; and
- (j) in the event of applying direct to the foreign authorities for extension/variation of his training / seminar etc. on arrival or during his stay in the country of training / seminar, etc. without prior permission of the Company, the said trainee and the above bounden surety shall forthwith refund/pay to the Company on demand and without any demur double the amount of all monies paid to him and or spent/expended on his account by the Company and /or by the foreign Government/Agency concerned etc. connected with his said training/studies/participation in seminar/conference/symposium/congress such as pay and allowances, interim relief, leave salary, cost of fees, traveling and other expenses, cost of international travel, cost of training abroad or otherwise on account of his having been selected as a trainee as aforesaid not exceeding Rupees_ only and also interest thereon calculated at fixed Government rate then in force for Government loans from the date of demand.

And upon his making such refund / payment the above written obligation shall be void and of no effect, otherwise it shall be and remained in full force and virtue.

Provided always and it is hereby agreed and declared that the decision of the Company as to whether the said trainee has or has not performed and observed the obligations and conditions herein before recited shall be final and binding on the parties hereto.

Provided further that the liability of the surety hereunder shall not be impaired or discharged by reason of time being granted or any forbearance act or omission of the Company (whether with or without the knowledge or consent of the surety) in respect of or in relation to the several obligations and conditions to be performed or discharged by a trainee nor shall it be necessary for the Company to sue the trainee before suing the surety for amount due hereunder, provided further that this bond shall in all respects be governed by the Laws of India.

In witness whereof the said trainee and the said surety have put their respective hands the day and the year herein above written.

Signed and delivered by the within

named trainee in the presence of:

(Signature of trainee)

1. _____

2. _____

Signed and delivered by the within

Named surety in the presence of:

(Signature with occupation

And full address of surety)

1. _____

2. _____

MMTC LIMITED

DECLARATION OF RELATIONSHIP WITH DIRECTORS

I _____do solemnly declare that to the best of my knowledge and belief:- I am not related to any of the Directors of MMTC Limited as on date.

OR

I am related to _____, who is a Director of the Company as on date. He is related to me as _____.

2. I do further solemnly declare that in the event, any person related to me is appointed as a Director of the Company or I happen to acquire a relationship with any Director of the Company, I shall inform the Company about the matter as soon as the same comes to my knowledge.

Signature_____

Name_____

Designation_____

Place_____

Date_____

CERTIFICATE OF CITIZENSHIP

I hereby solemnly swear/affirm that I am:

1. a bonafide citizen of India: or
2. a subject of Bhutan: or
3. a subject of Nepal: or
4. a Tibetan refugee who came over to India before the 1st of January, 1962 with the intention of permanently settling down in India: or
5. a person of Indian origin who has migrated from Pakistan, East Pakistan (now Bangladesh), Myanmar, Sri Lanka, East African countries of Kenya, Uganda, United Republic of Tanzania (formerly Tanganyika and Zanzibar) with the intention of permanently settling down in India.

Provided that a candidate belonging to categories(2), (3) (4) and (5) above shall be a person in whose favour a certificate of eligibility has been issued by the Govt. of India.

NOTE :

Certificate of eligibility will not, however, be required in case of candidates who are gorkha subject of Nepal.

Signature_____

Name_____

Designation_____

Place_____

Date_____

Please strike out clauses which are not applicable.

Annexure- s

MMTC LIMITED

SERVICE CERTIFICATE

Certified that Shri/Smt.Km._____ designation_____ Identification No._____ served the MMTC in various capacities from_____ to_____. He/she separated from the Company w.e.f _____ on his/her retirement/ resignation/premature retirement on health grounds/voluntary retirement/removal from service on disciplinary grounds/dismissal from service.

On the date of leaving the Company he/she was in receipt of basic pay of Rs._____ in the pay scale of Rs._____

Date : _____

Place: _____

DECLARATION

I hereby declare that I am married to/ intend to marry Mr./ Miss _____ whose particulars are given below:

- (i) Name _____
- (ii) Father's Name _____
- (iii) Nationality _____
- (iv) Residential Address _____
- (v) Passport No. _____

I further declare that I am not married to any other person on date.

Name & Designation _____

Emp. No. _____

Place of Posting _____

Date _____

GUIDELINES AND PROCEDURE FOR PREMATURE RETIREMENT

(Reference Rule 19.3)

1.0 COVERAGE:

The provision for Premature Retirement of employees in the public interest on grounds of medical unfitness and inefficiency shall be applicable to employees in the Executive and Staff categories who have attained the age of 50/55 years as prescribed in Rule 19.3 of MMTC Service Regulations, 1976.

2.0 GUIDELINES ON MEDICAL UNFITNESS

2.1 An employee may be considered for pre-mature retirement on ground of medical unfitness as per following criteria-

2.1.1 An employee has been continuously absent on extra-ordinary leave or absent without leave on medical grounds for a period of 120 days or more (including Sunday and holidays) during last one year; or

2.1.2 An employee has been intermittently absent on extra-ordinary leave or absent without leave for reasons of sickness for a total period of 180 days or more (including Sunday and holidays) during last one year; or

2.1.3 An employee has been attending office, but is found to be mentally deranged.

2.2 An employee who has been rendered medically unfit (permanent partial disablement) on account of accident while on duty shall not be covered in this.

3.0 GUIDELINES ON INEFFICIENCY

3.1 Annual appraisal ratings of last five years will be taken into account.

3.1.1 An employee who has been rated 'Below Average' twice in last five years.

3.1.2 An employee who has been rated 'Average' or lower continuously in last five years.

3.1.3 An employee who has been awarded minor penalty on three or more occasions or/ and major penalty on two or more occasions during the last 5 years before the date of review by the Committee.

4.0 PROCEDURE

4.1 The list of employees who have attained the age of 50/55 years in terms of rule 19.3 of MMTC Service Regulations, 1976 shall be prepared. Such exercise shall be done six months before the start of quarter as per the following details:

SI No	Quarter in which review is to be made	Cases of employees who will be attaining the age of 50/55 years in terms of rule 19.3 of MMTC Service Regulations, 1976
1	January to March	July to September of the same year
2	April to June	October to December of the same year

3	July to September	January to March of the next year
4	October to December	April to June of the next year

4.2 The following details shall be prepared and submitted to the respective committee by an officer of Additional General Manager level at Corporate Office and head of Personnel function at Regional Office.

4.2.1 Personal details of the employees like, name, date of birth, current designation, Division, Regional Office/ Corporate Office where he/she is presently working, details of his/her last promotion(s) (Brief of Bio-data).

4.2.2 Summary of his/her AAR (since last 5 years).

4.2.3 Details of ongoing disciplinary cases. Penalty awarded as defined under MMTC ECDA Rules during the last 5 years.

4.2.4 Inputs from AR Cell/ Personnel Division in respect of employees with 'Doubtful Integrity' during last 5 years.

4.2.5 Details of commuted leave/Extra ordinary leave taken for medical purpose during last 5 years.

4.3 The following committees are constituted to review the cases-

S.No.	Level of Employees	Committee Members
1	Staff (upto the level- Jr.OM)	Regional Office- Regional Head, Associate Finance, Personnel In-charge Corporate Office- CGM(P)/GM(P) and Head of Associate Finance
2	Staff(OM and above)	Divisional/ Marketing Head, Associate Finance, Head of Internal Audit at Corporate Office CGM(P)/ GM(P) and Head of Law Division at Corporate Office
3	Dy.Manager to Chief Manager	Divisional/ Marketing Head, Associate Finance, CGM(P)/ GM(P), Head of Internal Audit and Law Division at CO
4	DGM to ED	Committee of All Functional Directors

The committee shall directly submit recommendations to Appointing Authority within a period of one month from the date of receipt of proposal.

4.5 In case of medical unfitness, the matter shall be referred to Medical Board of Government Hospital for thorough medical checkup and report before taking any decision by the appointing authority on the recommendations of the committee.

4.6 Based on the recommendations of the committee, show cause notice with the approval of the appointing authority, will be issued to the employee. The employee may submit his/her reply, if any, within 15 days of receipt of such show cause notice.

4.7 The reply of the employee to the show cause notice along with the recommendation of the committee will be put up to the appointing authority for his decision.

4.8 In the event of rejection of his/her appeal, the concerned employee shall be informed accordingly.

- 4.9 Applicable notice period shall be given.
- 4.10 On premature retirement, the concerned employee shall get all the superannuation benefits like PF, Gratuity, pension, post-retirement medical benefits etc.
- 4.11 The employee concerned shall be relieved from the services of the Corporation after receipt of No Demand Certificate from all concerned and the Vigilance clearance. Relieving shall be last day of the month as done in the case of superannuation.

5.0 GENERAL

- 5.1 Ordinarily, the order of compulsory retirement is not to be treated as a punishment.
- 5.2 Whenever the services of a public servant are no longer useful to the general administration, the officer can be compulsorily retired for the sake of public interest.
- 5.3 Any adverse entries made in the confidential record shall be taken note of and be given due weightage in passing such order.
- 5.4 Even un-communicated entries in the confidential record can also be taken into consideration.
- 5.5 If the officer was given a promotion despite adverse entries made in the confidential record that is a fact in favour of the officer.
- 5.6 If voluntary retirement scheme is in operation, at the relevant time during which action on pre-retirement is proposed and if the concerned employee under consideration of pre-mature retirement is otherwise eligible for VRS, he/she on his/her own volition may apply for VRS and the Management shall have no objection to the same.
- 5.7 The above procedure shall be effective with immediate effect.

CMD reserves the right to make amendments/ modifications/ additions/ deletions to the above rules/ procedures or make supplementary rules that may be required from time to time.