

REGD. POST



RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.

(A Government of Rajasthan Undertaking)

Corporate Identity Number (CIN): L40109RJ2000SGC016485

Regd. Office: Vidyut Bhawan, Jyoti Nagar, Jaipur 302 005

Tele- Fax: +91-141-2740455, website: www.rvpn.co.in

No.RVPN/Rectt/F. 122 /D. 228

Jaipur, Dated: 10/07/2017

ORDER

Department of Personnel, Government of Rajasthan vide order No.f.7(2)/Karmik/K-2/15 Part dated 22.05.2017, has issued direction for implementation of interim order passed by Hon'ble Supreme Court on 09.05.2017 in Civil Appeal No. 1464-1466/2017 - State of Rajasthan & Ors. V/s Captain Gurvinder Singh & Ors.

Accordingly, following 01 candidate of Special Backward Class (SBC) category is hereby appointed on the post of "**Assistant Engineer (Electrical)**" as Probationer Trainee, purely on temporary and adhoc basis with the specific condition that she will not have any right for confirmation on the post till final decision of the Hon'ble Supreme Court in Civil Appeal No. 1464-1466/2017 - State of Raj. & Ors. V/s Captain Gurvinder Singh & Ors., on fixed remuneration @ Rs. 22180/- (Rupees Twenty two thousand one hundred eighty) per month, for a period of two years on the terms & conditions laid down here under:-

S. NO.	NAME, FATHER'S NAME & ADDRESS	DOB	M/F	SELECTION IN CAT.
1.	SIMRAN KAUR LABANA D/O HARJEET SINGH C-20, SURAJPURA, NEAR KANTA, KHATURIA COLONY, BIKANER- 334001	14/07/1983	F	BC (SBC) DIVORCEE

Appointment of above 01 candidate of SBC category is subject to final decision of Hon'ble Supreme Court in Civil Appeal No. 1464 - 1466/2017 - State of Raj. & Ors. V/s Captain Gurvinder Singh & Ors.

(Signature)

Terms & Conditions:-

The Terms & Conditions are as per RVPN Service Regulations/Orders, the major ones are given below:-

1. Initially, this appointment is as "Probationer-Trainee" for a period of two (2) years and during the period of probation training, she shall be paid fixed remuneration @ Rs. 22180/- (Rupees Twenty two thousand one hundred eighty) only per month. After successful completion of probation-training period, she will be fixed in the regular pay scale of Assistant Engineer (Electrical) in running Pay Band (PB-3) of Rs. 15600-39100 with Grade Pay of Rs. 5400/-. The period of probation-training shall not be counted for grant of annual grade increment(s). However, the period spent as Probationer Trainee shall be counted for experience & eligibility for promotion.

Provided that the probationer trainee, if any, who is already in-service of RVPN may opt either for fixed remuneration or existing pay and all the admissible allowances he/she is receiving prior to joining as probation trainee Assistant Engineer (Electrical) (not the pay band and grade pay of new appointment), whichever is more beneficial to him/her. In case he/she opts for existing pay band and grade pay, he/she shall also be entitled for annual grade increment during probation training period. In case he/she opts for fixed remuneration, he/she shall be paid only fixed remuneration @ Rs. 22180/- (Rupees Twenty two thousand one hundred eighty) per month during the probation training period and the period of probation training shall not be counted for grant of Annual Grade Increment(s) to him/her.

2. During the period of probation training, above probationer trainee shall be entitled only to fixed remuneration as above and shall not be entitled to Special Pay, Dearness Pay, Dearness Allowance, House Rent Allowance, City Compensatory Allowance, Conveyance Allowance or any other allowance(s) called by whatever name.

In case of In-Service Employee of RVPN, if he/she opts for fixed remuneration, he/she shall be entitled only to fixed remuneration as above and shall not be entitled to Special Pay, Dearness Pay, Dearness Allowance, House Rent Allowance, City Compensatory Allowance, Conveyance Allowance or any other allowance(s) called by whatever name.

3. Services of above Probationer Trainee can be terminated at any time by giving one month's notice in writing or by giving one month's remuneration in lieu thereof.

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4. Services of above Probationer Trainee can be terminated without any kind of notice and/or compensation if misconduct of any description is prima facie found to have been committed by him/her.
5. At the time of joining duties, the above Probationer Trainee, shall have to execute a "Bond" (Proforma enclosed as **Appendix-A**) on Non-judicial stamp paper worth Rs.100/- issued in the name of candidate with the specific purpose of executing Bond in favour of RVPN, for giving an undertaking that he/she will not leave his/her training/service or resign or take-up another employment during the period of 'Probation-Training' as well as within one year after completion of Probation-Training, and also during any other training period as well as after completion of such training, within a minimum period of 1 year if such training period is for a period exceeding 3 months but up to 6 months, and within 2 years, if it exceeds 6 months; but in case he/she violates these provisions, he/she will refund to RVPN all emoluments paid to him/her, including the expenses incurred by RVPN on such training (s), alongwith amount of remuneration/salary for notice period subject to maximum of Rs.1,50,000/- (Rupee One lac fifty thousand) only (excluding the amount paid to him/her by way of Travelling and daily allowance under the relevant regulations) and any other amount that may be due to RVPN, together with interest @ 12% per annum from the date of demand to the date of payment in lump-sum.
6. After completion of 3 years' period, the above candidate may resign from Nigam's services by giving three months' notice in writing to the Competent Authority. However, in case of breach of this provision by any candidate, he/she shall be liable to pay the amount of salary for the notice period falling short of 3 months' as compensation to the RVPN. In case of any default, such amount may be deducted from any money due to him/her.
7. The Probationer Trainee will have to bring a "Surety" of an employee of Central/State Government or Public Undertaking getting pay in Grade pay of Rs. 3200/- or above. In this kind of surety, it shall have to be mentioned that in case he/she leaves service of RVPN without making compliance of conditions as stipulated at para 5 above, that employee of Central/ State Government or Public Undertaking shall pay compensation, as above, to RVPN (Proforma enclosed as **Appendix-B**).
8. The above Probationer Trainee if not already possessing the qualification mentioned hereunder, in the "computer" field, shall be required to acquire any one of the following qualifications in Computer proficiency during two years of probation training period. If he/she fails to do so, his/her probation training period shall be extended up to the maximum period of

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one year and in case he/she fails to acquire the same, in such extended period, his/her services shall be terminated:-

(i) "O" or Higher Level Certificate Course conducted by DOEACC under control of the Department of Electronics, Government of India.

OR

(ii) Computer Operator & Programming Assistant (COPA)/Data Preparation and Computer Software (DPCS) certificate organized under National/State Council of Vocational Training Scheme.

OR

(iii) Diploma in Computer Science/Computer Applications from a University established by Law in India or from an institution recognized by the Government.

OR

(iv) Diploma in Computer Science & Engineering from a polytechnic institution recognized by the Government.

OR

(v) Rajasthan State Certificate Course in Information Technology (RSCIT) conducted by Vardhaman Mahaveer Open University, Kota under control of Rajasthan Knowledge Corporation Limited.

OR

(vi) CIC/CIT from IGNOU.

OR

(vii) Bachelor's Degree or higher or CA/ICWA/CS or MBA having one subject related to computer in one semester or year.

- 9 No Travelling Allowance shall be admissible for joining as a Probationer-Trainee. In case of journey on duty, he/she shall be allowed TA as on tour and in case of transfer made in the administrative interest, only Mileage Allowance and incidental charges on the basis of fixed monthly remuneration shall be admissible.
- 10 The above Probationer Trainee shall be covered under the Contributory Provident Fund Rules of RVPN. His contribution towards CPF shall be deducted as per relevant provisions from fixed monthly remuneration and the Employer's contribution of CPF shall be borne by the Company in addition to the fixed monthly remuneration. Provided that probationer trainee, if any, who is already in-service of RVPN shall be continued to be covered under the CPF Rules of RVPN or Pension scheme whichever is applicable for him/her by virtue of his/her previous post.
- 11 The above Probationer-Trainee, if not covered by the ESI Act, 1948, shall be covered under the provisions of Medi-claim Insurance Policy. In case of his transfer from ESI implemented area to non-implemented area, she shall be covered by the Medi-claim Insurance Policy. Provided that any probationer trainee who is already in-service of RVPN shall be continued to

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- be governed by the RCS (Medical Attendance) Rules, 2013 or by the provisions of medi-claim insurance policy whichever is applicable his/her prior to his/her appointment to the post of Assistant Engineer (Electrical) (Probationer Trainee).
- 12 Coverage of the "Group Personal Accident Insurance Scheme" will also be extended over these probationer trainee for which the premium shall be deducted in the same manner, as is being done in respect of regular employees.
 - 13 In case of availability of the company's accommodation, the same will be provided as per rules on normal rent, treating the fixed monthly remuneration as "Basic Pay" for the purpose of determination of rent to be deducted.
 - 14 Probationer Trainee shall be eligible for Casual Leave of 12 days in a Calendar year and for a period of less than a calendar year, it shall be admissible in proportion on the basis of completed months. She shall also be entitled for Terminal Leave, Maternity Leave as per rules. No leave (PL/HPL) shall be earned by the probationer trainees during probation training period.
 - 15 No deputation allowance shall be admissible to a Probationer Trainee, if, deputed to "Foreign Service" for training etc.
 - 16 The appointment is subject to Medical Fitness of the candidates. At the time of reporting for joining duty, probationer trainees will have to produce a Medical Certificate of Fitness from a doctor, authorized by the State Government (not below the rank of CMHO/PMO of the District/Superintendent of Hospital associated with the Government Medical College), failing which the appointment order shall automatically stand cancelled without any notice/information. The fee paid for medical examination will be reimbursed by the Nigam if found medically fit and join duty. However, a probationer trainee, who is already in-service of RVPN shall be exempted from submission of medical certificate of fitness.
 - 17 The appointment is subject to production of character certificate. At the time of reporting for joining duty, probationer trainee will have to produce antecedents/verification report issued from the Superintendent of Police of concerned District where he/she belongs failing which the appointment order shall automatically stand cancelled without any notice/information. A letter in this regard is being issued by RVPN to the concerned Superintendent of Police of the District as per address given by the candidate in his application.
 - 18 The appointment of such persons will stand automatically cancelled without any notice/information if any time, it is found that any Assistant Engineer (Electrical) (Probationer Trainee) have more than two children on or after 01.06.2002, as no candidate shall be eligible for appointment who have more than two children on or after 01.06.2002, provided that the

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candidate having more than two children, will not be disqualified so long as the number of children he/she has on 01.06.2002, does not increase.

- 19 The appointment is provisional and subject to verification of degree/marks-sheet of educational/professional/higher qualification from the issuing authority and recognition/approval of AICTE in case of Engineering Degree.
- 20 She can be posted at any place in Rajasthan or in any Project under the management/ control/ partnership of RVPN.
- 21 Other terms & conditions of service will be the same as are applicable to the employees of RVPN of similar category.
- 22 No request shall be entertained for transfer during the period of probation training.
- 23 The above candidate will have to submit the following certificates/ documents in original for verification, alongwith photostat copies duly self-attested thereof, for office record at the time of joining duty:
 - (i) Certificate/Marks-sheet of Secondary School Exam in which Date of Birth of the candidate is indicated.
 - (ii) Degrees & Certificates of all Educational and Professional/Higher qualification, along with Marks-sheets of all years/ semesters.
 - (iii) Certificate of SC /ST or OBC/BC/SBC of Non-creamy layer (latest i.e. issued not more than twelve months prior to the last date prescribed for filling up application), as the case may be, issued by the concerned Competent Authority of Rajasthan State only (if applicable). In case of OBC/BC/SBC Non-creamy layer, if a candidate not having latest certificate as mentioned above and still belongs to Non-creamy layer status, he/she should submit and Affidavit in conformity with law on non-judicial stamp worth Rs. 50/- with regard to still having Non-creamy Layer status of OBC/BC/SBC category. Such affidavit can be given for maximum three years.
 - (iv) In case of Physically Handicapped candidates, Medical Certificate (indicating type & percentage of disability) issued by the concerned Competent Authority.
 - (v) Marriage Registration Certificate issued by the concerned Competent Authority or Affidavit (if married).
 - (vi) In case of a widow, death certificate of her husband.
 - (vii) In case of Divorcee, Decree or certificate issued by the court granting divorce.
 - (viii) In case of married, an affidavit clearly indicating name and date of birth of all children, including adopted and step children or an affidavit, if having no children.
 - (ix) Bonafide Resident Certificate.
 - (x) An Affidavit on non-judicial stamp paper worth Rs. 50/- duly attested by Notary Public that no criminal case is pending against you in any Court and you have not been convicted in any criminal case. If you have been convicted or any criminal case is pending against you, the detail should be mentioned in the Affidavit, accordingly.
 - (xi) Employment Certificate, if existing employee of RVPN/RVUNL/JVVNL/AVVNL/JDVVNL or anywhere in service. Candidates already employed with Govt. Departments/PSU/ Autonomous Bodies will have to produce 'No Objection Certificate (NOC)' from the employer at the time of Joining Service.

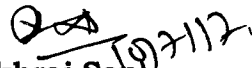


- (xii) All other documents, as per details given in the advertisement and/or call letter.
- (xiii) Experience certificate, if applicable.
- (xiv) A Bond (proforma of the Bond enclosed as **Appendix-A**) on Non-Judicial stamp of Rs.100/- issued in the name of candidate duly attested by Notary Public.
- (xv) A Surety by an employee of Central/State Government/PSU on Non-judicial stamp of Rs.100/- duly attested by Notary Public. (Proforma of the Surety enclosed as **Appendix-B**) (The Non-judicial stamp is to be purchased in the name of the Person who is signing the Surety)
- (xvi) Medical Fitness Certificate issued from a Doctor as per condition No. 16.
- (xvii) Antecedents/Verification Report issued from Superintendent of Police as per condition No. 17.
- (xviii) Acceptance under own handwriting and signature, on a photostat copy of this appointment order, clearly stating that **"I have gone through the Terms & Conditions of my appointment as "Probationer Trainee" on the post of Assistant Engineer (Electrical). I have understood all of them and I accept all these Terms and Conditions"**.
- (xix) An undertaking regarding not smoking & not chewing Gutka as per **Appendix -C**.

If the above terms & conditions of appointment are acceptable, she may report for joining her duty to the **Secretary (Admn.), RVPN, Vidyut Bhawan, Jyoti Nagar, Jaipur** on or before **25.07.2017**, failing which this offer of appointment will stand automatically cancelled without any notice/information.

In compliance to order of the Hon'ble Rajasthan High Court, Jaipur passed in DBC Special Appeal Writ No. 1467/2016 in SBC WP No. 14373/2016 that the writ petition is pending before the Rajasthan High Court and all appointments will be subject to result of the writ petition, pending before the Rajasthan High Court and subject to final outcome of the Special Appeal (DB SAW No. 105/2017), SBC WP No. 230/2017 and SBC WP No. 14389/2016 and subject to final decision of Hon'ble Supreme Court in Civil Appeal No. 1464 - 1466/2017 - State of Raj. & Ors. V/s Captain Gurvinder Singh & Ors.

By Order,


(Pukhraj Seh)
Secretary (Admn.)

Copy to the following for information and necessary action:-

1. The Chief Engineer/ Addl./Dy. Chief Engineer (_____), RVPN,
2. The Chief Controller of Accounts, RVPN, Jaipur.
3. The JLR, RVPN, Jaipur.

4. The Joint Director (P&A), RVUNL, Jaipur in reference to his letter No. 744 dated 01.02.2017.
5. The Chief Accounts Officer (), RVPN, Jaipur
6. The Superintending Engineer (), RVPN, _____
7. The Dy. Director Personnel/ PO (), RVPN,
8. The PS to CMD/ Director (Finance/Tech./Operations), RVPN, Jaipur.
9. The Sr. AO/AO/AAO (),RVPN, _____
10. The Secretary (CPF Trust), RVPN, Jaipur.
11. The Assistant Secretary (Estt.-I), RVPN, Jaipur, is advised to check the original documents as mentioned herein above at the time of accepting the joining report of the candidates. The photocopy of the documents verified / checked will be kept in the office for record. The "Bond" and "Surety" on non-judicial Stamp Paper of Rs. 100/- each, declaration of acceptance of terms & conditions of appointment in RVPN on the Photostat copy of the Appointment Order and Medical Fitness Certificate along antecedents/verification report should also be taken from the candidates. The antecedent/verification report of candidate should be issued by the Superintendent of Police of the concerned district, to which he/she belongs.
12. The Dy. Secretary (Energy), Energy Deptt., Govt. of Rajasthan, Jaipur in reference to his letter No. F(14) Energy/2012 dated 01.02.2017.
13. The PA to Secretary (Admn.), RVPN, Jaipur.
14. Office Order File.


10/7/17
(Amitabh Gupta)
Joint Director Personnel

APPENDIX - A

**BOND FOR THE ASSISTANT ENGINEER (ELECTRICAL) TO BE EXECUTED
BEFORE POSTING IN RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.**

(On Non-Judicial Stamp Paper of Rs.100/-)

KNOW ALL MEN that I _____ S/D/W of Shri
_____ Age _____ years Resident of _____
hereby agree to execute this Bond in full sense and knowledge as follows :-

1. I _____ have been selected as Probationer Trainee on the post of Assistant Engineer (Electrical) under the order No. _____ dated _____ of Rajasthan Rajya Vidyut Prasaran Nigam Ltd. (in short RVPN) bind myself that I will diligently faithfully and to the best of my ability undergo the training as Probationer Trainee as well as all other trainings arranged by RVPN and conduct and behave honestly orderly and obediently towards my superiors and management of RVPN and will not leave trainings at any time before completion thereof and will not commit any act of misconduct during the training period.
2. I bind myself that I will not leave my training/ service or resign and will not engage directly or indirectly in any trade/ business/ occupation till the end of the period of 'Probation-Training' and within one year after completion of Probation-Training.
3. In consideration of being sent on any other training (other than Probation training) I bind myself to serve RVPN during as well as after completion of training(s) for a minimum period of one year if the training is for a period exceeding three months but upto six months and for two years if it exceeds six months.
4. In case of my any act contrary to or default of any provision stipulated at para 1 2 & 3 above I bind myself and my heirs executors and administrators to pay to RVPN on demand all emoluments/ pay & DA including expenses incurred on me during my training periods alongwith amount of remuneration/salary for notice period (excluding Travelling & daily allowance) subject to maximum of Rs.150000/- (Rupees One lac fifty thousand) only and any other amount that may be due to RVPN together with interest & 12% per annum from the date of demand to the date of payment in lump-sum in the event of following eventualities :-
 - a) In case I fail to take due interest in the Probation Training or any other training arranged by RVPN.
 - b) In case my attendance during the training period at the place where my name has been nominated/ sponsored falls below 80% of the total training days.
 - c) In case of serious misconduct on my part during the training period.
 - d) In case I leave the Probation training or any other training arranged by RVPN at any time before completion of full period of training or quit service before the period as detailed in para-2 and 3 above.
5. In case after completion of 3 years' period and also during any period otherwise not covered by para 1 2 & 3 above I resign or leave service of RVPN without giving three months' notice in writing to the Chairman & Managing Director I bind myself to pay the amount of salary for the notice period falling short of 3 months' as compensation to the RVPN and in case of any default the amount may be deducted from any money due to me.
6. I further bind myself that the decision of Chairman & Managing Director RVPN or any officer nominated by him as to the correct interpretation of the Bond rules & regulations etc. and as

to whether I have or have not observed and complied with the obligations herein recited shall be final and binding upon me.

In case I leave the services of RVPN before expiry of the minimum period of Probation training or any other training or service as prescribed in this bond I will be under the obligation to refund the entire amount of expenses incurred on me (excluding Travelling & daily allowance) subject to maximum of Rs.150000/- (Rupees One lac fifty thousand) only and any other amount that may be due to RVPN as per the undertaking given by me herein above together with interest @ 12% per annum from the date of demand to the date of payment in lump-sum as certified by the concerned Chief Accounts Officer/ Sr. Accounts Officer/ Accounts Officer.

Signed & delivered by the
above bonded person

Witness: - 1. Signature

Name

Occupation

Address

.....

2. Signature

Name

Occupation

Address

.....

Accepted:- For and on behalf of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd.

Place

Date

Secretary (Admn.)
RVPN

APPENDIX - B

**SURETY TO BE GIVEN ON NON-JUDICIAL STAMP PAPER OF RS.100/- BY
AN EMPLOYEE OF CENTRAL/STATE GOVERNMENT OR PUBLIC
UNDERTAKINGS GETTING GRADE PAY RS. 3200/- OR ABOVE.**

I _____ S/D/W of Shri _____ Age _____
Resident of _____ working as (Designation) _____ Deptt. _____
_____ and getting pay in Pay Band _____ with Grade Pay _____ do
hereby stand this surety in respect of Shri/Ms. _____ S/D/W of
Shri _____ appointed as Probationer Trainee on the post of Assistant
Engineer (Electrical) vide order No. _____ dated
_____ of Rajasthan Rajya Vidyut Prasaran Nigam Ltd. (in short RVPN) and posted
in the office of the _____ and agree to execute this bond in full sense
and knowledge as follows :-

1. That Shri/Ms. _____ will diligently faithfully and to the best of his/ her ability undergo the training as Probationer Trainee as well as all other trainings arranged by RVPN and conduct and behave himself/ herself honestly orderly and obediently towards his/ her superiors and management of RVPN and will not leave trainings at any time before completion thereof and will not commit any act of misconduct during the training period.
2. That Shri/Ms. _____ will not leave training/ service/ resign and will not engage directly or indirectly in any trade/ business/ occupation till the end of the period of 'Probation-Training' and within one year after completion of Probation-Training.
3. In consideration of Shri/Ms. _____ being sent on training I undertake that Shri/Ms. _____ will serve the RVPN after completion of training(s) for a minimum period of one year if the training is for a period exceeding three months but upto six months and for two years if it exceeds six months.
4. That if Shri/Ms. _____ will indulge in any act contrary to any surety given by me at para 1 2 and 3 above I bind myself and my heirs executors and administrators to pay to RVPN on demand all emoluments/ pay & DA including expenses incurred on him/her during such training periods alongwith amount of remuneration/salary for notice period (excluding Travelling & daily allowance) subject to maximum of Rs.150000/- (Ruppes One lac fifty thousand) only and any other amount that may be due to RVPN together with interest @ 12% per annum from the date of demand to the date of payment in lump-sum in the event of following eventualities :-
 - a) In case he/she fails to take due interest in the Probation Training or any other training arranged by RVPN.
 - b) In case his/ her attendace during the training period at the place where his/ her name has been sponsored falls below 80% of the total training days.
 - c) In case of serious misconduct on his/ her part during the training period.

d) In case he/ she leaves the Probation training or any other training arranged by RVPN at any time before completion of full period of training or quit service before the period as detailed in para-2 and 3 above.

5. I further bind myself that the decision of Chairman & Managing Director RVPN or any officer nominated by him as to the correct interpretation of the Surety Bond rules & regulations etc. and as to whether Shri/ Ms. _____ has or has not observed and complied with the obligations herein recited shall be final and binding upon me.

In case Shri/Ms. _____ leaves the services of RVPN before expiry of _____ the minimum period of Probation training or any other training or service as prescribed in this Surety and Bond I will be under obligation to refund the entire amount _____ of expenses incurred on him/ her (excluding Travelling & daily allowance) subject to maximum of Rs.150000/- (Rupees One lac fifty thousand) only and any other amount that may be due to RVPN as per the surety given by me herein above together with interest @ 12% per annum from the date of demand to the date of payment in lump-sum as certified by the concerned Chief Accounts Officer/ Sr. Accounts Officer/ Accounts Officer.

Signature of Surety with rubber
stamp of Designation
Office

Witness: - 1. Signature _____
Name _____
Occupation _____
Address _____

2. Signature _____
Name _____
Occupation _____
Address _____

Accepted: - For and on behalf of the Rajasthan Rajya Vidyut Prasaran Nigam Ltd.

Place _____
Date _____

**Secretary (Admn.)
RVPN**

वचनबंध प्रपत्र

मैं पुत्र/पुत्री श्री/श्रीमती

निवासी

वचनबद्ध हूँ कि मैं धूम्रपान एवं गुटखा सेवन नहीं करता हूँ/करती हूँ।

हस्ताक्षर

वचनबद्धकर्ता