

Diesel Loco Modernisation Works (DMW)/Patiala

Notice for information of JE/DMS/CMA candidates who have been selected by RRB for appointment in DMW, Patiala

This notice is for information of those candidates who have been selected by RRB vide Panel No. 866, 873, 875, 879, 883, 887 & 889.

All candidates empanelled vide above Panels are advised that before engagement as Trainee for specified period, they are required to execute AGREEMENT in stipulated format (enclosed). The **Trainee** shall be **PARTY of the FIRST PART** and his/her **Father/Mother**, if alive, shall be **PARTY of the SECOND PART** in this AGREEMENT. Thereafter, it shall be signed by the designated authority on behalf of the President of India.

This AGREEMENT is required to be signed by all the signatories on a single day in the presence of each other. Accordingly, **PARTY of the FIRST PART** and **PARTY of the SECOND PART** are required to appear in-person before the designated authority in this office who shall sign this AGREEMENT on behalf of the President of India. Thereafter, this AGREEMENT is required to be got attested from Notary Public at Patiala (Punjab).

Under the prevailing COVID-19 circumstances, in case **PARTY of the SECOND PART** is not in a position to appear in-person in this office for the above purpose, some temporary and special case relaxation to the following extent can be considered appropriate. In this case, the non-judicial stamp papers of value of Rs. 75 shall be purchased by the trainee from the city of his/her **Father/Mother's residence**. The **PARTY of the FIRST PART** and his/her witness, the **PARTY of the SECOND PART** and his/her witness (total four persons) must sign in that city (Father/Mother's residence) in the presence of any serving Gazetted officer of Central or State Government. The signing Gazetted officer shall state in his/her own hand that all the aforesaid four persons have signed this agreement in his/her presence. Alternatively, this task may be done in the presence of any Notary Public in the city of Father/Mother's residence.

**Issued by
Appointing Authority**

ARTICLES OF AGREEMENT made thisday of 2020
between Shri/Smt.....Son/Daughter of Shri
..... resident of
hereinafter referred to as the Apprentice.....of the First Part and
Shri Son of Shri residing
at (Father/ Mother) of the Second Part and
the President of India (acting by and through theRailway
Administration) of the Third Part.

Whereas the President of India (hereinafter referred to as the Government) has at the request of the parties of the First Part and Second Part engaged the Apprentice and the Apprentice has with the consent of the party of the Second Part agreed to serve the Government as Apprenticein the Department of Indian Railways on the terms and conditions herein after appearing. NOW THESE PRESENTS, witnesses and parties here to respectively agree as follows:

1. The Apprentice of his own free will and with the consent of the party of the Second Part hereby binds himself to serve the Government as Apprentice in any place situated on the Indian Railway system for a period ofyears commencing from the day of, 2020. and the Government engaged to give him/her training in India as herein after mentioned provided that the Government may at their discretion alter or modify the periods and course or places of training. And they shall also have power to terminate the apprenticeship before the expiry of the said period of as hereinafter provided.

2. The period of apprenticeship shall be as aforesaid and that the Apprentice shall receive a monthly stipend at the rates given below along with dearness allowance as may be admissible under the rules or extant orders from time to time. The increments shall not be granted to any Apprentice while under training unless the authority under whom he is being trained gives a satisfactory report of his diligence, progress and behavior. Rate of stipend ₹. p.m.
3. The continuance of the apprenticeship from to shall depend on the satisfactory conduct and progress of the Apprentice as certified to the Government by the authority under whom he/she may be serving. Should he/she at any time during the apprenticeship not satisfy the authority under whom he/she is working that he/she is making good progress or that his conduct is otherwise satisfactory, he/she shall be liable to be discharged from his/her apprenticeship as herein provided. The Government or the officer appointed by them in that behalf shall be the sole and absolute judge (whose decision shall be final) for the purpose of determining whether the progress of the Apprentice in training is not satisfactory.
4. The Apprentice shall employ himself/herself honestly, efficiently, and diligently under the orders and instructions of the authorities under whom he/she shall from time to time be placed by the Government in any locality in India and shall do all things which may be required of him/her or which are necessary to be done in his/her capacity as an Apprentice.
5. The Apprentice shall not on any occasion absent himself/herself from his/her duties without having first obtained the permission of the officer authorized on that behalf by the Government or in case of sickness or accident without forwarding a medical certificate satisfactory to such officer.
6. The Apprentice shall be responsible for the charge and care of Government money, goods and stores and other property entrusted to him/her or in his /her hands and shall truly and faithfully account for or pay over or deliver to the proper officer all money, goods, stores and property, which shall at any time come to his/her hands or be under his/her charge on account of the Government.
7. The Apprentice shall devote his/her whole time to the training and shall not carry on or be concerned in any other trade or business or occupation what-so-ever.
8. The Apprentice shall conform to all the Rules and Regulations of the Department to which he/she may be attached for training at any time and shall obey all such orders and directions as he/she shall from time to time receive from the officer and /or officers placed in authority above him/her.
9. The Apprentice will, if required, pass an examination in an Indian language.
10. The Government shall be at liberty to deduct from time to time out of the money due to be paid to the Apprentice as aforesaid, sum or sums of money which may be reasonable for any loss of time occasioned by the absence, sickness without an approved medical certificate or other incapacity to work and also for any loss which the Government may sustain by reason of the negligence or misconduct of the Apprentice.

11. If the Apprentice married during the continuance of his agreement, the Government shall be at liberty to terminate his/her apprenticeship forthwith without notice or stipend in lieu of the notice.
12. After absorption consequent upon successful completion of training in Railways, the apprentice will be governed by the provisions of the new Restructured Defined Contribution Pension System.
13. Should the Apprentice be guilty of any insubordination, intemperance or any misconduct or any breach or non performance of the provisions of these presents at any time during the continuance of the apprenticeship, it shall be lawful for the Government or the officer having authority in that behalf immediately and without any previous notice to dismiss or discharge him/her from the apprenticeship. And Government or such officer shall be the sole and absolute judge, whose decision shall be final for the purpose of determining whether the Apprentice has been guilty of any insubordination, intemperance or other misconduct or has committed any breach in the performance of the provisions of these presents.
14. It shall be lawful for the Government if satisfied on the medical evidence before them that the Apprentice is unfit and is likely to continue unfit for a considerable period by reason of ill-health to obtain or complete the training, to terminate the apprenticeship without previous notice (the decision of the Government being conclusive) and there upon his/her apprenticeship shall be terminated.
15. During the period of apprenticeship, the Apprentice shall be eligible for leave in accordance with the rule for the time being in force applicable to Apprentice in Indian Railways.
16. Should the Apprentice terminate his/her apprenticeship without consent of the Government or be discharged there from for misconduct or any other offence as enumerated at clause (13) above or decline on the completion of his apprenticeship, to accept service as in the Department of Indian Railways as aforesaid (as offered to him) or resign service without the written consent of the Government during the period of apprenticeship, the parties of the First Part and/or Second Part in consideration of the promises hereby jointly and severally agree to repay on demand to the Government all stipends or pay and/or any other amount drawn by the Apprentice that is total cost of training from the Government under these presents.
17. The Apprentice shall not be entitled to any compensation what-so-ever on his apprenticeship being terminated under any of the provisions of these presents nor shall be party of the Second Part have any claim for compensation against the Government in that behalf.
18. On the successful completion of the apprenticeship, the Apprentice shall, if not informed by the Government in writing to the contrary, be deemed to be in service of the Railways as in Pay Level.....[as per Railway Services (Revised Pay) Rules, 2016] for a minimum period of **Five** years on the general service conditions applicable to Group 'C' staff on the Railways.
19. In respect of any matter for which no provisions have been made in this agreement, the provisions of the Indian Railway Establishment Code from time to time in force or any rules made there under shall apply to the extent to which they are applicable to service hereby provided for, and the decision of the Government as to their applicability, interpretation and effect shall be final.

20. Subject as otherwise provided in this contract, all notices to be given on behalf of the Government and all other actions to be taken on behalf of the Government may be taken on behalf of the Government by or any officer for the time being entrusted with the functions, duties and powers of the said

IN WITNESS THEREOF the parties here to have set their hands the day and year first above written.

WITNESS No. 1

Signature:.....

NAME :.....

(In Capital Letters)

(PARTY OF THE FIRST PART)

Aadhaar Number:.....

Aadhaar Number:.....

Address (As per Aadhaar Card) :

.....
.....

WITNESS No. 2

Signature:.....

NAME :.....

(In Capital Letters)

(PARTY OF THE SECOND PART)

Aadhaar Number:.....

Aadhaar Number:.....

Address (As per Aadhaar Card) :

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Note:- Party of the First Part is the Trainee candidate. If the Father/Mother is alive, he/she shall be the Party of the Second Part.

The PARTY of the FIRST PART and his/her witness, the PARTY of the SECOND PART and his/her witness (total four persons) must sign in that city (Father/Mother's residence) in the presence of any serving Gazetted officer of Central or State Government. The signing Gazetted officer shall state in his/her own hand that all the aforesaid four persons have signed this agreement in his/her presence. Alternatively, this task may be done in the presence of any Notary Public in the city of Father/Mother's residence.