



Annexure-II

Documents / Certificates to be Produced at the Time of Reporting

- 1.0** At the time of Reporting, you are required to produce the following Certificates / Testimonials in original, along with one self-attested photocopy of each:
- i) Matriculation / Higher Secondary Certificate in support of your date of birth.
 - ii) All certificates and marks sheets in support of your qualification including proof of having passed the final year examination of the course based on which your candidature has been considered by us.
 - iii) Caste / Category Certificate in the prescribed format, as issued by the District Authorities, if you belong to SC/ST/OBC/PWD/EWS category.
 - iv) Six copies of your recent passport size photographs.
- 2.0** You are advised go through the Instructions carefully while filling the Apprenticeship Contract, as given at **Annexure-III**.
- 3.0** You are also required to bring the following documents, complete in all respects, at the time of reporting:
- i) Contract of Apprenticeship and Apprentices Contract Registration Card (Format enclosed along with the instructions) to be filled in triplicate (**Annexure III-A & III-B**).
 - ii) Character Certificate from a Gazetted Officer of the Central / State Government (**Annexure-IV**).
 - iii) Marriage declaration form (**Annexure-V**).
 - iv) Statement with regard to relatives of foreign nationality / domicile (**Annexure-VI**).
 - v) Declaration regarding relationship with any of the Directors of the Company (**Annexure-VII**).



Instructions for Filling the Apprenticeship Contract

1. To be submitted in triplicate including Schedule - I and Schedule - II. These are enclosed with appointment letter.
2. Non-judicial stamped paper is not required.
3. All pages must be signed by the candidate and his Surety.
4. Correction, if any, must be countersigned both by the candidate and the surety.
5. In para 2 and para 4 (item i) of the Contract, branch of engineering i.e. Mechanical, Electrical etc. as the case may be, is to be filled in.
6. Witness of the Apprentice as well as Surety at the last page of the Contract should be a Gazetted Officer



Contract of Apprenticeship for Management Trainees (Technical)

(UNDER APPRENTICES ACT, 1961)
(TO BE FILLED IN TRIPLICATE)

This contract made this day of Two Thousand
..... between carrying on business at
(hereinafter called the 'Employer') of the First Part, Shri/Ms. son/daughter of
Shri.....resident of.....
(hereinafter called the 'Apprentice') of the Second Part and Shri
son of Shri resident of
(hereinafter called the 'Surety' which expression shall include his heirs, executors, administrators, legal representatives
and assigns) of the Third Part.

Whereas the Apprentice has requested the Employer to engage him as an Apprentice for training in the designated
subject field of Under the Apprentices Act, 1961.

And whereas the Employer having satisfied himself that the Apprentice has requisite qualifications for being engaged
as an Apprentice under Apprentices Act, 1961 and the rules made thereunder, has agreed to engage him as an
Apprentice in Employers' Establishment on the terms and conditions hereinafter appearing subject to the Surety joining
in his agreement as herein contained.

And whereas the Surety of the Apprentice and in consideration of the provisions has agreed to join in this agreement.

NOW THESE PRESENTS WITNESSES and it is mutually agreed by and between the parties as follows:

1. The Employer hereby agrees to engage the Apprentice as an Apprentice in the designated subject field and
Apprentice hereby agrees to serve the Employer as an Apprentice as hereinafter provided.
2. The period of training shall be one year commencing from the date Apprentice is asked to report for training. In
the event of the Apprentice being unable to complete apprenticeship programme within the said period owing to
illness or other circumstances beyond his control, the employer shall extend the period of his Apprenticeship
until he completes the prescribed period if so required by the Apprenticeship Adviser concerned.
3. The Apprentice hereby declares that no other contract of Apprenticeship already subsists between him and any
other employer and undertakes that he shall not enter into any other contract of Apprenticeship with any other
employer before the expiry or termination of this contract of Apprenticeship.
4. Subject as hereinbefore and hereinafter provided the contract of Apprenticeship shall terminate on the expiry of
the period of Apprenticeship Training. During Apprenticeship Training either party may make an application to
the central Apprenticeship Adviser for the earlier termination of contract and when such an application is made
the party making the application shall send by post a copy thereof to the other party to the Contract. The Central
Apprenticeship Adviser after considering the contents of the application and the objections, if any, filed by the
other party, may terminate the contract if he is satisfied that the parties to the contract or any of them have or has
failed to carry out the terms and conditions of the Contract and that it is desirable in the interests of the parties or
any of them to terminate the same.

Provided that the party responsible for the termination of contract due to his failure to carry out the terms and conditions
of contract shall pay compensation as laid-down in the Apprentices Act 1961 and Rules thereunder.

Provided further that no compensation shall be payable by any party, if all the parties are agreed that it is desirable in
the interest of the parties or any of them to terminate the contract, subject to the condition that the Apprentice shall not
be eligible for engagement by the same or any other employer as Apprentice under the Act.

5. (i) Notwithstanding anything contained in clauses (2), (3) and (4) above and hereinafter provided in the contract,
the Apprentice on satisfactory completion of Apprenticeship within the meaning of Apprentices Act, 1961,
shall be regularized in the grade/pay scale as per term & conditions of the offer of appointment. He shall be
governed by the service rules of the Employer, applicable to all other employees already in the employer's
service.



- (ii) The Apprentice, who has so agreed and entered into this agreement, with the Employer to the effect stated in clause (i) above for being appointed as a Management Trainee (Technical) and thereafter to a regular post shall not be permitted to terminate this contract in any case except with due and prior consent in writing of the Employer.
6. A. The Employer shall further carry out his obligation as under:
- i) During the period of Apprenticeship the Employer shall pay to the Apprentice as per terms and conditions of the offer of appointment.
 - ii) Where the contract of the Apprenticeship is terminated through failure on the part of the Employer to carry out the terms and conditions of the contract he shall pay to the Apprentice compensation as laid down in the Apprentices act, 1961 and rules (amended from time to time).
- B. Subject as hereinbefore and hereinafter provided, the Employer and the Apprentice shall carry out their obligations as contained in Schedule I and II enclosed.
7. Any disagreement or dispute between the Employer and the Apprentice arising out of this contract shall be referred to the Central Apprenticeship Adviser for decision. Any person aggrieved by the decision of the Central Apprenticeship Adviser may within 30 days from the date of communication to him of such decision prefer an appeal against the decision, to the Central Apprenticeship Council and such appeal shall be heard and determined by the Committee of the Council appointed for the purpose. The decision of such Committee and subject to such decision, the decision of the Central Apprenticeship Council, shall be final.
8. A. In the event of termination of contract of Apprenticeship or failure on the part of the Apprentice to carry out terms of the contract, the Surety at the request of the Apprentice hereby guarantees to the Employer and the Central Government the payment on demand and without demur of such amount as may be determined by the Central Apprenticeship Adviser as and towards the cost of training of the Apprentice.
- B. The liability of the surety shall not at any time exceed the amount as specified in the Apprentices act, 1961 and rules with interest thereof at the company borrowing rate.
- C. The neglect or forbearance of the Employer or the Central Government in enforcing payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer or the Central Government for the payment thereof, shall not in any way release the Surety of his liability under the guarantee hereinbefore contained.
- D. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the employer or in the constitution of the Surety.

IN WITNESS WHEREOF the parties hereto have executed these presents the date and year first above written.

Signed by..... (Signature of the Employer)

The Employer above named in the presence of

- 1.
- 2.

Signed by..... (Signature of the Apprentice)

The Apprentice above named in the presence of

- 1.
- 2.

Signed by..... (Signature of the Surety)

Surety of Apprentice above named in the presence of

- 1.
- 2.



APPRENTICES CONTRACT REGISTRATION CARD

GRADUATE APPRENTICE ☐ TECHNICIAN APPRENTICE ☐ TECHNICIAN (VOCATIONAL) ☐ APPRENTICE		Affix a passport size photograph		REGISTRATION NO.	
1. (a) Whether sandwich course Student or not. State Yes/No				Registered under section 4 of the Apprentices Act.	
1. (b) Male ☐ Female. ☐				REGIONAL CENTRAL APPRENTICESHIP ADVISER BOARD OF APPRENTICESHIP TRAINING _____	
2. Name of Apprentice (in capital letters as given in Examination Marksheet)					
3. (a) Permanent Address		3. (b) Present Address		3. (c) Whether belongs to : Scheduled Caste Yes/No Scheduled Tribe Yes/No Other Backward Classes Yes/No Physically handicapped Yes/No Minority Community Yes/No (Specify minority community) EWS Yes/No 4. Date of Birth	
5. Educational Qualifications Considered for Apprenticeship Training under the Act.		Name of the University/Board		Discipline/ Branch	
				Year & Month of Passing	
				Exam. Seat No.	
6. Date of Commencement of training		Period of training		Rate of stipend Rs. p.m.	
7. Name & Address of the Employer:				8. Name & Address of the Surety:	



We, the Employer, Apprentice, (the Guardian in the case of Minor Apprentices) and the Surety hereby declare that we have read the contents of the Apprenticeship Contract as per the Apprenticeship Rules, 1962, as amended from time to time and agree to abide by all the provisions made thereunder. We also declare that all the provisions of the Apprentices Act, 1961, as amended from time to time including those relating the Registration and Termination of Contract are binding on us.

	Signature of Employer	Signature of Apprentice/ Guardian	Signature of Surety
Witness:	1.	1.	1.
Witness:	2.	2.	2.

1. In the event of termination of Contract through failure on the part of the Employer to carry out the terms and conditions of the contract, he shall pay to the Apprentice, compensation of an amount equivalent to his three months of minimum stipend payable under Apprentices Act.
2. In the event of termination of contract of Apprenticeship for failure on the part of the Apprentice to carry out terms of the Contract, the Surety at the request of the Apprentice hereby guarantees to the Employer and the Central Government the payment of such amount as may be determined by the Central Apprenticeship Adviser as and towards the cost for training of the Apprentice.
3. The liability of the Surety shall not any time exceed an amount of three months of minimum stipend payable under Apprentices Act.

DECLARATION / AFFIDAVIT

(To be obtained from the Student before joining as an apprentice)

I _____ Son/Daughter of _____
aged _____ residing at _____

_____ hereby solemnly affirm and state as under :

1. That I passed my Degree/Diploma 10+2/ Vocational Higher Secondary Certificate examination
in _____

from _____ Polytechnic/College/School

at _____ in _____
(state year & month of passing).

2. That after passing the above said examination

- a) I did not have training or job experience for one year or more:
- b) I did not undergo apprenticeship training at any place under the Apprentices Act.

What is stated above is true to the best of my knowledge and belief.

Date

Place:

SIGNATURE



Obligations of Employer

1. The Employer shall make suitable arrangement in his establishment for imparting a course of Apprenticeship training to the Apprentice in accordance with the provisions of the Act and Rules thereunder and with the approval of the Apprenticeship Adviser.
2. Where any person has, during his course in Technical Institution, become a Graduate or Technician Apprentice and during his Apprenticeship training he has to receive related instruction, then the Employer shall release such person from training to instruction in such institution for such period as may be specified by the Apprenticeship Adviser.
3. (a) The Employer shall pay stipend to the Apprentice as laid down in the Apprentices act, 1961 and rules.
(b) The stipend for a particular month shall be paid by the 10th day of the following month. No deduction shall be made from the stipend for the period during which the Apprentice remains on casual and medical leave. Stipend shall, however, not be paid for the period for which apprentice remains on extraordinary leave.
(c) The continuance of the stipend will be subject to satisfactory report on the Apprentice's work and conduct. In case of unsatisfactory progress of the Apprentice, the Employer may withhold the stipend and refer the matter to the Apprenticeship Adviser concerned.
4. No Apprentice shall be engaged on training between hours of 10 P.M. and 6.00 A.M. except with the prior approval of the Apprenticeship Adviser, who shall give his approval if he is satisfied that it is in the interest of the training of the Apprentice or in public interest.
5. **Grant of Leave to Apprentices:**
In establishments where proper leave rules do not exist or the total leave of different types admissible to their workers is less than thirty seven days in a year, the apprentice shall be entitled to the following kind of leave and subject to the conditions specified under such kind of leave.
 - A. Casual Leave**
 - i) Casual leave shall be admissible for a maximum period of twelve days in a year.
 - ii) Any holiday intervening during the period of casual leave shall not be counted for the purpose of limit of twelve days.
 - iii) Casual leave not utilised during any year shall stand lapsed at the end of the year.
 - iv) Casual leave shall not be combined with medical leave. If casual leave is preceded or followed by medical leave, the entire leave taken shall be treated either as medical or casual leave provided that it shall not be allowed to exceed the maximum period prescribed in respect of medical or casual leave as the case may be.
 - v) Except in the case of extreme urgency applications for such leave, shall be made to the appropriate authority and sanction obtained prior to the availing of leave.
 - B. Medical Leave**
 - i) Medical leave upto fifteen days for each year of training may be granted to the apprentice who is unable to attend duty owing to illness. The unused leave shall be allowed to accumulate upto a maximum of forty days.
 - ii) Any holiday intervening during the period of medical leave shall be treated as medical leave and accounted for in the limits prescribed under clause (i) above.
 - iii) The Employer may call upon the Apprentice to produce a medical certificate from a registered medical practitioner in support of his medical leave. A medical certificate shall however be necessary if the leave exceeds six days.
 - iv) It shall be open to the Employer to arrange a special examination of an Apprentice if he has reason to believe that the Apprentice is not really ill or the illness is not of such a nature as to prevent his attendance.
 - C. Extraordinary Leave**
 - i) Extraordinary leave upto a maximum of ten days or more in a year may be granted to the Apprentice after he has exhausted the entire casual and medical leave, if the Employer is satisfied with the grounds on which the leave is applied for.
 - ii) In case of establishments where proper leave rules exist for workers, the leave to the Apprentices shall be granted by the Employers in accordance with these rules.
6. Where the contract of the Apprenticeship is terminated through failure on the part of the Employer to carry out the terms and conditions of the contract he shall pay to the Apprentice compensation as laid down in the Apprentices act, 1961 and rules.
7. The Employer will arrange for a suitable person to be placed in charge of the training of Apprentices as laid down under the Act and Rules thereunder.

(Signature of the Employer)

(Signature of the Apprentice)



Obligations of Apprentice

1. The Apprentice shall abide by the rules and regulations of the establishment in all matters of conduct and discipline and carry out all lawful orders of the Employer and superiors in the establishment.
2. The Apprentice shall learn his subject field in Engineering and Technology conscientiously and diligently and attend to practical and instructional classes regularly.
3. The Apprentice shall maintain a record of his work during the period of his Apprenticeship training in a proforma approved by the Apprenticeship Adviser.
4. Where the contract of Apprenticeship is terminated for failure on the part of the Apprentice to carry out the terms of contract, the Apprentice shall refund to the Employer as cost of training such amount as may be determined by the Apprenticeship Adviser. In such event the Apprentice shall not be entitled to enter into another contract of Apprenticeship under the Act with any other Employer.
5. Except in case of extreme urgency the Apprentice shall submit applications for all leave except medical leave to the appropriate authority and obtain sanction before the leave is taken.
6. The continuance of payment of stipend shall depend on satisfactory performance of the Apprentice during the training period. In case of unsatisfactory progress of the trainee, the establishment will withhold the stipend and refer the matter to Apprenticeship Adviser concerned.

(Signature of the Apprentice)

(Signature of Employer)



Character Certificate Form

Certified that to the best of my knowledge and belief

Shri /Ms

Son/daughter of Shri

bears a good character and that there is nothing against him/her which would disqualify him/her from employment.

Signature

Name

Official seal.

Date

*To be obtained from a gazetted officer of Central/State Government.

ANNEXURE-V

Marriage Declaration Form

I declare as under (tick mark clause applicable) :

1. I am unmarried/a Widower/a widow.
2. I am married and have only one wife/husband living.
3. I am married and my husband has not other living wife, to the best of my knowledge.
4. I am married and have more than one wife living. Application for exemption is enclosed.
5. I am married to a person who has already one more wife living. Application for grant of exemption is enclosed.

I 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 of the Candidate)

Name

Date

**Statement of Relatives of Foreign Nationality/Domicile**

1. Close relations who are nationals or are domiciled in other countries:

Name	Nationality	Present Address	Place of Birth	Occupation*
Father				
Mother				
Wife/Husband				
Son				
Daughter				
Brother				
Sister				

2. Close relations of foreign origin resident in INDIA

Name	Nationality	Present Address	Place of Birth	Occupation*
Father				
Mother				
Wife/Husband				
Son				
Daughter				
Brother				
Sister				

**If working in Govt. department or undertaking, indicate department, place of posting and date since when working.*

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

(Signature of the Candidate)

Date.....

Name.....

Note: 1. Suppression of information in this form will be considered a major departmental offence for which the punishment may extend to dismissal from service.

2. Subsequent change, if any, in the above data should be reported to the head of office/ department at the end of each year.

**Form of Declaration Regarding Relationship with a Director of the Company
(SEC. 314.) of the Companies Act Read with SEC. 2(41) and SEC. 6**

Meaning of "relative" (Sec. 2(41) and Sec. 6 of the Companies Act).

A person shall be deemed to be a relative of another if, and only if

- a) They are members of Hindu undivided family; or
- b) They are husband and wife; or
- c) The one is related to the other in the manner indicated in Schedule 1-A.

SCHEDULE 1-A

List of Relative

- | | |
|---------------------------------------|--------------------------------------|
| 1. Father | 12. Son's daughter |
| 2. Mother (including step-mother) | 13. Son's daughter's husband |
| 3. Son (including step-son) | 14. Daughter's husband |
| 4. Son's wife | 15. Daughter's son |
| 5. Daughter (including step-daughter) | 16. Daughter's son's wife |
| 6. Father's father | 17. Daughter's daughter |
| 7. Father's mother | 18. Daughter's daughter's husband |
| 8. Mother's mother | 19. Brother (including step-brother) |
| 9. Mother's father | 20. Brother's wife |
| 10. Son's son | 21. Sister (including step-sister) |
| 11. Son's son's wife | 22. Sister's husband |

Explanation-By virtue of clause (c), the following persons will also be relatives:

- | | |
|---------------------------|---------------------------|
| Husband's father | Husband's mother's father |
| Husband's mother | Husband's mother's mother |
| Wife's father's father | Wife's mother's father |
| Husband's father's mother | Husband's brother |
| Wife's father | Husband's sister |
| Wife's mother | Wife's brother |

C-Declaration :

*(a) I declare that I am related to Shri Director
of the company
..... (Give relationship).

*(b) I declare that I am not related to any of the Directors of the Company in any of the ways given above.
Post applied for or
Offered.....

*Strike out whichever is inapplicable.

.....
(Signature of the Candidate)