CMSE 2014 TO CMSE 2017 (IRMS)
(OTHER THAN REVIVAL CASES)

TERMS AND CONDITIONS OF SERVICE OF CANDIDATES RECRUITED AS ASSISTANT DIVISIONAL MEDICAL OFFICERS IN THE INDIAN RAILWAY MEDICAL SERVICE

1. PAY:

The post of Assistant Divisional Medical Officer in the Indian Railway Medical Service is in Group 'A' Junior Scale level 10 of Pay Matrix of Railway Services (Revised Pay) Rules, 2016 (Pre Revised PB- 3, Rs. 15,600 – 39,100/- with Grade pay 5,400/-) and it carries Non-Practicing Allowance as per rules/orders in force from time to time. Private practice is prohibited. The candidate will be bound to observe the orders which the Ministry of Railways or any other competent authority may issue from time to time restricting or prohibiting private practice by him/her.

2. PROBATION:

The candidate will be appointed on probation for a period of one year which may be extended by the Government if considered necessary. On satisfactory completion of the probation, candidate will be eligible for confirmation in the Junior Scale of the Indian Railway Medical Service.

2(1) CHARACTER CERTIFICATE:

The candidate will be required to furnish a latest Character Certificate signed by two gazetted officers while reporting for duty.

3. REFUND OF COST OF TRAINING:

If for any reason, which in the opinion of the Government, are not beyond the control of the probationer, a probationer who wishes to withdraw from training during probation, he/she shall be liable to refund the whole cost of the Institutionalized training imparted to him/her during probation (the cost of Institutionalized training for one month at current rate is Rs. 35,000/-) and any other money paid to him/her during the period of such training. For this purpose, he/she will execute a bond as in the proforma enclosed.

4. TERMINATION OF APPOINTMENT DURING PROBATION:

4.1 The appointment of probationers can be terminated after one month's notice in writing by either side during the period of probation in terms of Rule 301(3) of the Indian Railway Establishment Code, Volume I. Such notice is however, not required in cases of dismissal or removal as disciplinary measure after compliance with the provisions of Clause (2) of the Article 311 of the Constitution and compulsory retirement due to mental or physical incapacity.

4.2 If in the opinion of the Government, the work and conduct of a probationer is unsatisfactory or shows that he/she is unlikely to become an efficient medical officer, the Government may discharge him/her forthwith.

4.3 Failure to pass the Departmental Examinations may result in termination of service. Failure to pass the examination in Hindi of an approved standard within the period of probation shall involve liability to termination of services.

4.4 The Government, however, reserves the right to terminate the services forthwith in terms of Rules 301(4) of the Indian Railway Establishment Code as amended from time to time.

5. TRAINING:

The candidate will undergo training as prescribed by the Ministry of Railways and is required to pass the prescribed Departmental Examinations.

6. PROVIDENT FUND AND PENSION:

The candidate shall be governed by the 'New Pension System' effective from 01/01/2004, as per orders of the Government.

7. LEAVE:

The candidate will be eligible for leave in accordance with the leave rules as applicable to the railway officers from time to time.

7.1 However, if the IRMS probationer is already admitted to a PG Course and he/she wishes to pursue the same, he/she has the option of completing the joining formalities at NAIR, and makes a written request for grant of Extra Ordinary Leave (EOL) for pursuing PG course along with proof of admission in PG/Bonafide certificate. In such an event, he/she can be considered for grant of Extra Ordinary Leave (EOL), i.e Leave Without Pay by the Director General/NAIR, for completing the Post Graduation in Medical Sciences for the balance duration of the course subject to a maximum period of 3 years. However, grant of EOL for pursuing Post Graduation is not a matter of right and this is sanctioned by the competent authority in administrative interest on case to case basis. Further, the probationer is required to execute a bond for grant of EOL for pursuing PG course.

7.2 If for any reason, the IRMS probationer is required to report for joining on a Zonal Railway before undergoing foundation training at NAIR, the request for grant of EOL for completing Post Graduation course as mentioned in Para 7.1 above, may be made to the General Manager of the concerned Railway.

8. PASSES AND P.T.Os:

The candidate will be eligible for free Railway Passes and Privilege Ticket Orders in accordance with Rules in force from time to time.

8.1 However, those candidates who are availing EOL before completing the training at NAIR as per Para 7.1 or as per para 7.2 above, shall not avail the facility of free Railway Passes and Privilege Ticket Orders during the period of such EOL.

9. DECLARATION ABOUT MARRIAGE:

Under the rules, a person having more than one spouse living or a woman whose marriage is void by reason of her husband having a wife living at the time of such marriage, is not eligible for appointment to the Railway Service. The

Government of India, may however, if satisfied that there are special grounds for doing so, exempt any person from the operation of this provision. The offer of appointment is, therefore, conditional on the candidate's signing a declaration in the form enclosed and submitting the same to the Director General/NAIR or GM, as the case may be, at the time of joining. In case, the candidate does not satisfy this condition and wishes to be exempted from the operation of this provision, he/she shall furnish the full facts of this case to the Ministry of Railways immediately to enable the Government to take a decision in the matter.

10. LIABILITY TO SERVE IN DEFENCE SERVICES:

The candidate, appointed to the Indian Railway Medical Service shall, if so required, be liable to serve in any Defence Service or post connected with the Defence of India for a period of not less than four years including the period spent on training, if any, provided that such person:-

a. shall not be required to serve as aforesaid after the expiry of 10 years from the date of such appointment;

b. shall not ordinarily be required to serve as aforesaid after attaining the age of 40 years.

11. GENERAL

The candidate will be governed in respect of all matters, whether specifically provided for herein or otherwise by the Recruitment Rules for Indian Railway Medical Service and the provisions of the Indian Railway Codes and the extant orders as issued/amended from time to time.

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BOND FOR IRMS PROBATIONERS PROCEEDING ON EXTRAORDINARY LEAVE FOR PURSUING POST GRADUATION COURSES

KNOW ALL MEN BY THESE PRESENTS THAT I.....resident of.....in the District of.....at present employed as.....in the Ministry/office of.....do hereby bind myself as under:-

WHEREAS I.....am granted Extraordinary Leave by Government for pursuing PG Courses.

AND WHEREAS for the better protection of the Government, I have agreed to execute this bond with such condition as hereunder is written.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT on return from Extraordinary Leave (EOL) after completion of PG studies, I bind myself to serve in the Ministry of Railways for a further period of at least five (5) years from the date of joining on return from Extraordinary Leave.

I..... also bind myself to pay to the President of India (herein after called "the Government") on demand, the sum of Rs. .....(to be advised by railway administration) towards the cost of training and expenses and other amenities availed, if any, incurred by the Government in the event of my resigning from service without returning to duty after completion of PG Courses and the expiry of Extraordinary Leave granted to me for PG Courses. The cost so determined by Government will not be challenged by me.

I.....shall not avail the facility of free Railway Passes and Privilege Ticket Orders during the period of such EOL.

AND upon my making such payment the above written obligation shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

The Government of India have agreed to bear the stamp duty payable on this bond.

Signed and dated this ..... day of..... one thousand nine hundred and.....

Signature.....

Witnesses (1).....

(2).....

Signed and delivered by ..... in the presence of

Witnesses (1).....

(2).....

(ACCEPTED)

.....

For and on behalf of the President of India

To

The President of India

Whereas I, *_____ ADMO on probation in the Indian Railway Medical Service (hereinafter referred to as the ADMO on probation) being entitled subject to compliance with the Indian Railway Medical Service Recruitment Rules, 2000 as amended from time to time to receive from the President (hereinafter referred to as the Central Government) pay and allowances during the period in which I am on probation.

Now, we the ADMO on probation and **_____ (hereinafter referred to as the Surety) jointly and severally, do hereby in pursuance of the said rules, promise and agree in the event of the failure of the ADMO on probation to complete probation to the satisfaction of the Central Government to refund to the Central Government on demand the cost of Institutionalized training imparted to him/her during the period of his/her probation, including the salary and other allowances paid to him during such training.

The Surety hereby agrees that his liability hereunder shall not be affected by the Central Government extending the period of probation or given the ADMO on probation an extension of time for payment of or compounding the amount payable hereunder.

Dated this day of , 20

Signature of the ADMO on probation

Signed by the ADMO in the presence of

Name of the WITNESS ADDRESS OCCUPATION

Signature of Surety:

Signed by the Surety in the presence of

Name of WITNESS ADDRESS OCCUPATION

*Full name and address of the ADMO on probation to be inserted.
**Full name and address of Surety to be inserted.

I, **_____ whose signature is appended to the agreement as Surety, do hereby declare that I am:

@ (A) in the Government Service of the Government of India

or

@ (B) ordinarily resident in India and that I possess means which will enable me to repay to the Central Government, the sum of money referred to in the event of my being called upon to do so in accordance with the terms of the agreement.

Signature of the Surety:

Signed by the Surety in presence of:

Name of WITNESS OCCUPATION

**Full name and address of Surety to be inserted.

@ One of these to be struck out.

DECLARATION TO BE OBTAINED FROM
NEW ENTRANTS TO RAILWAY SERVICE

I, Shri/Smt./Kumari_____ declare as under:

*(I) That I am unmarried/a widow/a widower

*(II) That I am married and have only one spouse living

*(III) That I have entered into or contracted a marriage with a person having spouse living. Application for grant of exemption is enclosed.

*(IV) That I have entered into and contracted a marriage with another person during the life time of my spouse. 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.

Dated:_____

Signature:

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*Please strike out clauses which are not applicable.