

कर्मचारी राज्य बीमा निगम **EMPLOYEES' STATE INSURANCE CORPORATION** चिकित्सा महाविद्यालय एवं अस्पताल, गुलबर्गा **MEDICAL COLLEGE & HOSPITAL, GULBARGA** श्रम एवं रोजगार मंत्रालय, भारत सरकार [Ministry of Labour & Employment, Govt. Of India] सेडम रोड गुलबर्गा - ५८५१०६ . SEDAM ROAD GULBARGA-585106



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Dean ESIC Medical College, Gulbarga क. रा. बी. नि. चिकित्सा महाविद्यालय/ESIC Medical College

(अम एंव रोजगार मंत्रालय, भारत सरकार)

No.532/L-11/12/Revised Bond/ESICMCH/2020

Date: 30/03/2021

### CIRCULAR

Sub: Revision of Bond conditions in r/o Under-Graduate (MBBS) students of ESIC Medical College. \*\*\*

The Policy/Guidelines on above mentioned subject vide memorandum no: L-11/12/3/2014/DC-Rohini/MEC(PF) Dated: 30.03.2021 issued by the ESIC Hqrs. office, New Delhi, is enclosed herewith, for information to all concerned students.

Copy to:

- 1. Notice Board
- 2. Guard File.
- 3. Website Content Manager, ESIC MC, Gulbarga to upload same in website of Labour & Employment, Govt. of India)



कर्मचारी राज्य बीमा निगम (श्रम और रोजगार मंत्रालय, भारत सरकार) EMPLOYEES' STATE INSURANCE CORPORATION (MINISTRY OF LABOUR & EMPLOYMENT, GOVERNMENT OF INDIA)



चिकित्सा शिक्षा प्रकोष्ठ, MEDICAL EDUCATION CELL, पंचदीपभवन : सी.आई.जी.मार्ग, नईदिल्ली-110002 PANCHDEEP BHAWAN: C.I.G. MARG, NEW DELHI-02 ई-मेल: <u>dmc-dl@esic.nic.in; mecell.hq@esic.nic.in</u>

L-11/12/3/2014/DC-Rohin#/MEC(PF)

Dated: 30.03.21

## <u> ज्ञापन / MEMORANDUM</u>

# SUB: Revision of Bond conditions in r/o under-graduate (MBBS/BDS) students of ESIC Medical / Dental Colleges – reg.

## Sir / Madam

In pursuance to approval by Competent Authority, the undersigned is directed to refer to the captioned subject and to convey partial modification of revised Bond conditions in r/o furnishing Bank Guarantee / retention of original documents for under-graduate (MBBS/BDS) students of ESIC Medical / Dental Colleges, issued vide Memorandum No. L-11/12/3/2018/Corp.Cell/MEC(PF) dated 28.07.20 (enclosed), as under:

- 2. The pass-out (MBBS/BDS) shall be given options as under:
- 2.1 Furnishing Bank Guarantee 1 month before completion of internship, for a period of 14 months. Original documents would be retained by ESIC till the submission of BG.

### OR

- 2.2 Original documents to be retained by ESIC till Bond conditions are met with, i.e. completion of service under bond or payment in lieu. The pas-out would be exempt from furnishing Bank Guarantee under this option.
- **3.** UG Pass-outs would be allotted postings for utilization of their services under Bond before completion of internship, based on their preferences, and in order of merit which will be based on equal i.e. 50% weightage, given to :
  - (i) NEET-UG score
  - (ii) Percentage of marks obtained in MBBS/BDS Professional examinations (all).
- **4.** In event, ESIC is unable to give postings in the absence of vacancy or otherwise, the passouts would be offered the option to be relieved from Bond without any obligations.
- 5. The pass-out/existing students (MBBS/BDS) can opt for revised Bond condition till 15.05.2021
- 6. The other contents of letter dated 28.07.2020 remain unchanged. The revised Bond document is enclosed.

(वी.के. शर्मा / V.K. Sharma) उप निदेशक (चि. शि) / Dy. Director (ME)

MG

To:

- 1. अधिष्ठाता , समंस्त के.रा.बी.नि. चिकित्सा / दन्त महाविद्यालय Deans of ESIC Medical Colleges / Dental Colleges
- 2. चिकित्सा अधीक्षक, समस्त के.रा.बी.नि. अस्पताल Medical Superintendents of ALL ESIC Hospitals

#### FORMAT OF BOND

### (FOR UG -MEDICAL/DENTAL STUDENTS)

## (To be executed on Stamp Paper of value as applicable under Stamp Duty Act. Duly Notarized)

KNOW A	LL of	MEN	BY	THESE	PRESENTS	THAT		We	(1)
(Mr./Mrs./Ms.)				t says the	_(herein-after	called	the	Bour	nden)
son/daughter/wife	of					resid	ing at	(Resid	dential
Address			)	and		(2)		Shri	1
Smt			A tries	(he	reinafter	са	lled	'the	
Surety/Sureties')	son	/daugh	nter/wife	e of	years of bits				

residing at (Here enter address)

hereby bind ourselves and each of us & our respective heirs, executors & administrators jointly and severally to pay to the Employees' State Insurance Corporation (hereinafter referred to as 'the Corporation') on demand the total amount of Rs 5,00,000 (Rupees Five Lakh only) with interest @ 12% towards failure to fulfill the obligation/ for violation of the condition herein-after mentioned. The bounden and sureties shall *have the option to* (i) furnish Bank Guarantee\*\* amounting to Rs 5,00,000 (Rupees Five lakh only) **1 month before completion** *of internship, for a period of 14 months* in favour of the Dean of the ESIC Institution in lieu of the amount, *and original documents of the student would be retained by the Corporation pending the submission of Bank Guarantee; OR (ii) not furnish Bank Guarantee, as above, when original documents would be retained by ESIC till Bond conditions are met with, i.e. completion of service under bond or payment in lieu.* The total obligation amount would not exceed Rs. 05 lakh at any stage.

Signed this ...... Day of .....in the year..... by the bounden (Mr./Mrs./Ms.)...... and Surety/Sureties Shri / Smt.....

Signature

do

In the presence of Witness\*:

- 1. Signature (Name & Address with official seal)
- 2. Signature (Name & Address)

- Signature of BOUNDEN (Name & Address\*\*; Photo ID No.)
- Signature of SURETY/SURETIES (Name & Address\*\*; Photo ID No.)

**\*\***The provision of Bank Guarantee is subject to final outcome in various Writ Petitions pending in the Hon'ble High Courts.

WHEREAS the Bounden (Mr./Mrs./Ms.) ..... has been selected to undergo...... has been selected to (here enter the name of the course of study) on the basis of merit Central/State/Stake Holder in ESIC Medical Education Institution (Name of the Institution) \_\_\_\_\_\_ for a period of \_\_\_\_\_(duration of Course).

AND WHEREAS the Corporation have agreed to incur the expenses on condition that after successful completion of the course of study the bounden shall serve any of the institution, of the Corporation or of ESI Scheme of the State Government, as the case may be, for a period of one year anywhere in India and also subject to the terms and conditions hereinafter appearing and the bounden and the surety/sureties have agreed to the same.

NOW the condition of the above written obligation is that in the event the Bounden discontinues the study or after completion of the MBBS/BDS Course of study to which he/she was selected, fails to serve the Corporation for period of one year, the Corporation shall (i) have the right to invoke the Bank Guarantee so furnished by the Bounden and sureties; *OR (ii) retain original documents till Bond amount is paid in lieu.* 

The bond is legally binding on the bounden and the sureties. The above written obligation shall be void and of no effect in event of (i) invocation of Bank Guarantee **OR** (ii) **payment of Bond amount;** otherwise this shall remain in full force and effect.

PROVIDED further that the bounden and the surety/sureties do hereby agree that all sums found due to the Corporation under or by virtue of this bond shall be recovered jointly and severally from them and their properties movable and immovable as if such dues were arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Corporation may deem fit.

PROVIDED further that during the tenure of study the Bounden shall be paid stipend in the internship year as per guidelines of Ministry of Health & Family Welfare, GoI, or as decided by the Corporation from time to time. Provided further that it is not necessary for the Corporation to sue the bond holder before taking action on the surety/sureties, under this bond and the liabilities of the surety/sureties is Co-extensive with that of the Bounden and shall not be affected by the Corporation giving time or any other indigence to the bounden or by the Corporation varying of the terms and conditions herein contained,

Signed this ...... Day of .....in the year..... by the bounden (Mr./Mrs./Ms.)...... and surety/sureties Shri / Smt.....

Signature

In the presence of Witness\*:

- 1. Signature (Name & Address with official seal)
- Signature of BOUNDEN (Name & Address\*\*; Photo ID No.)

2. Signature (Name & Address)  Signature of SURETY/SURETIES (Name & Address\*\*; Photo ID No.)

\*Dean/Administrative Officer of ESIC Medical Education Institution will sign as witness. \*\*Proof of Residential Address of Bounden and Surety/Sureties is to be obtained.