

**BOND SIGNED/EXECUTED BY MBBS
MEDICAL STUDENT SELECTED FOR ADMISSION AT
..... GOVERNMENT MEDICAL COLLEGE,
UTTARAKHAND HIS/HER FATHER/PARENT/GUARDIAN, AND THE
OTHER SURETY.**

Self
Attested
Photograph of
the Medical
Student

**THIS BOND is executed on the day of by
.....at present student of MBBS course at
.....(hereinafter called ‘medical student’), his/her
father/parent/guardian.....s/o/w/o.....r/o.....(hereinafter
called ‘the first surety’) ands/o/w/o
.....r/o.....(hereinafter called ‘the second surety’) the
expressions which include their heirs, executors, administrators and
representatives who hereby bind themselves jointly and severally to the
Government of Uttarakhand (hereinafter called ‘the Government’ which
expression shall include its successors and assignees) that after successful
completion of the MBBS course, the medical student shall serve the State of
Uttarakhand as Medical Officer on contract basis atleast for a minimum period
of 3 years in any of the Government Hospital or Health Centre situated in hilly
region of the State failing which they shall be liable severally or jointly to pay the
Government full tuition fees of the entire MBBS course calculated at prevailing
rate along with such interest as may be determined by the Government, as
described in clause no. 3 of this Bond.**

WHEREAS, Medical Facilities in the State have to be strengthened,

WHEREAS, the State of Uttarakhand is facing an acute shortage of MBBS doctors and a large number of posts of Government Doctors are lying vacant in the hilly areas affecting the delivery of health services,

WHEREAS, in such circumstances, the Government has decided that all the MBBS students enrolling in Government Medical Colleges of Uttarakhand against the State Quota and also the students of Central quota shall have an option to complete the MBBS course on payment of subsidized tuition fees of Rupees 40,000 (Forty Thousand) per annum as against the full tuition fees of Rupees 4,00,000 (Four Lakh) per annum.

WHEREAS, the present medical student of this bond has opted for the subsidized fees and in consideration thereof agrees to serve the State as a Medical Officer/Doctor on contract basis for minimum of three years in any of the Government Hospital/Health Centre situated in hilly region of the State after completion of the MBBS Course.

AND WHEREAS, the Medical Student and his/her first and second sureties have agreed to pay the Government jointly and severally the Bond Amount (Full fees of the MBBS Course minus fees already paid alongwith compound interest thereon at prevailing Bank lending rate), if the Medical Student does not or refuses to serve the State as above.

NOW, THEREFORE, the conditions of the present Bond/Service Contract executed by the Medical Student, his/her First Surety and Second Surety on one part and byPrincipal of theon behalf of the Government of Uttarakhand on another are as follow-

1. That as part of the present bond, the Government will charge subsidized tuition fees of Rs. 40,000/- (Rs. Forty Thousand) per year from the students executing the bond under this scheme. This is a subsidized tuition fees as compared to full annual tuition fees of Rs. 4,00,000 (Four Lakh) per annum. Tuition fees would be chargeable for a total of 4-1/2 years.

2. (1) That the medical student will undergo all such courses and training as the Government may prescribe from time to time at Government Medical Colleges of Uttarakhand and associated Institutions. Attendance at all prescribed course and training course is compulsory and absence from which without prior permission from the Appropriate Authority will attract disciplinary and other action as per rules laid down by the Uttarakhand Government.

2 (2) That the medical student during his/her study at the Government Medical Colleges of Uttarakhand shall be governed by the prescribed standing orders, code of conduct and any other instructions in this regard and violation of these orders/instructions shall attract penalties awarded by the Government of Uttarakhand/Competent Authority and other action as per rules laid down by the Government/Competent Authority whose decision shall be final.

2 (3) That the medical student after successful completion of MBBS Degree Course/Training unless he/she is prevented from doing so by death or on account of ill health or by being removed from the college roll on the grounds that he/she is considered by the Appropriate Authority to be unfit to continue as a medical student (of which the decision of Government of Uttarakhand/Appropriate Authority shall be

final), if offered position as a medical officer on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand, shall serve as such for a minimum of three years.

2 (4) Provided that where Medical Student enrolls for MD/MS course immediately after the completion of MBBS course, he/she may be permitted by the Appropriate Authority (**Directorate, Medical, Health & Family Welfare/ Medical Education, Uttarakhand**) to serve the State immediately after completion of the said MD/MS course. It shall be sole discretion of the Appropriate Authority to grant or refuse the permission and shall not be claimed as matter of right. Where the medical student refuses or fails to serve the State after MD/MS course, the interest on the amount which the Medical Student, his/her sureties are bound to pay the Government under the present Bond shall also be calculated for the period the Student has taken to pursue the MD/MS course. Without the permission of the Appropriate Authority, pursuing of MD/MS course would lead to liabilities under the present Bond.

2 (5) That the sureties shall be liable severally and jointly to fulfill the conditions of this bond provided the student is declared a Non-Service Liability under Para 5 and 6 herein below. This bond shall subsist throughout the period until the student serve the State as a medical officer on contractual basis in the any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of three years after completion of MBBS course or MD/MS course, as the case may be, and shall only be discharged from service liability under the Bond when the State Government/ Appropriate Authority (**Directorate, Medical, Health & Family Welfare/ Medical Education, Uttarakhand**) has issued a certificate to this effect.

2 (6) That if medical student does not or refuses to serve the State as a medical officer on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of three years after completion of MBBS course or MD/MS course, as the case may be, under the present service bond, the Bond Amount shall be paid by the sureties severally and jointly to the Government, alongwith compound interest.

2 (7) That both the sureties agree that the Bond Amount or any other amount which they under the present bond are liable to pay the Government severally or jointly, shall be recoverable from them as arrears of land revenue under the Uttar Pradesh Public Moneys (Recovery of Dues) Act, 1972 (as applicable in the State of Uttarakhand) or any other law relating to recovery of money as arrears of land revenue.

2 (8) That the medical student and his/her father/mother/legal guardian as first surety agree that the original degree of MBBS course awarded to the student would be kept in the safe custody of the Principal,Medical college till the conditions of this bond are fulfilled by the student and his/her sureties and the State Government/ Appropriate Authority (**Directorate, Medical, Health & Family Welfare/ Medical Education, Uttarakhand**) has issued a certificate to that effect under the sub-para (5) above.

3. That the medical student once having joined the college will not be permitted to withdraw from the college after admission without payment or recovery as the case

may be, of the Bond Amount calculated at the rate of Rs. 4,00,000/- (Rupees Four Lakh) per year for 4-1/2 years (minus the subsidized fees already paid) plus compound interest on prevailing Bank lending rate. It is agreed that the medical student shall be withdrawn/removed from the roll of the Government Medical Colleges by the Appropriate Authority on any of the following grounds:-

(i) Unsatisfactory/disciplinary conduct during the course or training at the College and till the date of the course completion as determined by the college authorities and approved by the Director General, Medical Health & Family Welfare/Director, Medical Education, Uttarakhand whose decision shall be final and binding on the student

(ii) Unsatisfactory academic progress as reported by the college authorities and approved by the Government of Uttarakhand whose decision shall be final and binding on the student.

(iii) Knowingly furnishing false particulars for admission to the said college.

(iv) Failing to give correct medical history as required at the time of pre-admission Medical Board.

(v) Any other condition which may be imposed by Government /Appropriate Authority from time to time.

4. That it is agreed that admission to Government Medical Colleges of Uttarakhand under the present bond implies service liability as Medical Officer on contract basis for minimum of three years in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand. If medical student decides not to continue as a service liability or intends to withdraw from the college at his/her own volition, he/she shall be allowed to continue his/her studies or withdraw from the college as a Non-Service Liability after payment of full fees of the course minus the subsidized fees already paid calculated from beginning of the course, along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

5. Conditions of Non Service Liability because of medical reasons:

That the medical student will be declared to have become Non-Service Liability on being declared medically unfit by a Medical Board for service in hilly areas of Uttarakhand due to any disease/disability detected at any stage during the course, as under:-

(i) The Medical Board headed by Director General, Medical Health and Family Welfare, Uttarakhand will express their opinion on the circumstances under which the Student acquired the disease/disability and whether or not he/she had any control over those circumstances. On recommendations of the Medical Board, the Medical Student may be declared a Non-Service Liability.

(ii) If on the recommendation of the Medical Board headed by Director General, Medical Health and Family Welfare, Uttarakhand, the medical Student is found permanently unfit for service in hilly areas of Uttarakhand during his/her course of studies, he/she would be removed from Service Liability and shall be liable to pay the Bond Amount alongwith compound interest. The Bond Amount will be paid within one month of being declared Non-Service Liability failing which the amount shall be recovered from medical student and his/her sureties of the Student severally or jointly in the manner as provided in sub-para (7) of Para 2 of this Bond .

(iii) The quantum of Bond Amount to be recovered in each case shall be decided taking into account the following factors:-

- (a) Time elapsed between joining the MBBS course and date of becoming Non-Service Liability.
- (b) Severity of the disease/disability.
- (c) Nature of the disease/disability whether constitutional for example as result of any accident on land, sea or air.

(iv) Based on the above factors, the Bond Amount to be recovered from the medical student and his/her sureties shall be computed as under:-

(a) The Bond Amount shall be calculated at the rate of Rs. 4,00,000/- (Rupees Four Lakh) per year for 4-1/2 years or part thereof, minus the subsidized fees already paid in Government Medical Colleges of Uttarakhand. A basic minimum sum shall be recovered in all cases for the free medical education and allied facilities provided by the Government. Depending on the year in which the student has been admitted and the year of study in which the student is declared Non-Service Liability, minimum charges as under shall always be levied in addition-

First year	Rs. 40,000.00
Second year	Rs. 80,000.00
Third year	Rs. 1,20,000.00
Fourth year & thereafter	Rs. 1,60,000.00

(b) Bond Amount (in addition to a maximum of Rs 1,60,000 mentioned above) shall be decided based on severity of the diseases/disability suffered by the student (in instances of diseases/disability).

(v) However, full waiver of money may be granted by the Government of Uttarakhand in case of grave illness/severe disability necessitating withdrawal from the college or on death of the student on the basis of individual cases.

(vi) Provided that the student in point (i) above, may be allowed to continue his/her stay in the hostel on payment of the normal expenses of education including tuition fee and fees for boarding and lodging facilities as

applicable from time to time if he/she has contracted the disease/disability in the circumstances over which he/she has no control and for which he/she has not refused treatment. The decision of the Government in this regard shall be final.

6. Conditions of Non Service Liability because of non-medical reasons:

(1) That the medical student shall also be declared to have become Non-Service Liability in any of the following condition:-

- (i) If he fails to attain attendance below 50% in any consecutive terms of the course for reasons other than medical.
- (ii) If he fails to qualify final MBBS examination within a period of seven years from the date of admission in the college.

(2) Where the medical student becomes Non-Service Liability under sub-para (1) above, Government shall have right to recover from the student and his/her sureties full tuition fees at the rate of Rs. 4,00,000 (Four Lakh) per year for each year of the student's stay at the Medical college (minus fees already paid) alongwith compound interest for the said period.

7. That where medical student is declared a Non-Service Liability under Para 5, 6 and any other provision of this Bond, the sureties shall jointly and severally be liable to pay forthwith to the Government full fees of the MBBS course for the period from the date of admission to the date of becoming Non-Service liability or removal from the college rolls, together with compound interest on the said money. Additional simple interest shall be levied if the payment is late i.e. delayed beyond 45 days from the date of becoming Non-Service Liability or from the date of withdrawal from the college. In case of removal from the college, all dues will be settled before leaving the college.

8. That where medical student refusing three years service in hilly regions of Uttarakhand as offered by the Department under this Bond, offers to pay the Government the Bond Amount, he/she may be released from Service Liability by the administration of the medical college on payment of the Bond Amount along with compound interest on prevailing Bank lending rate in the account of medical college concerned.

9. That medical student while taking admission in Government Medical Colleges of Uttarakhand shall deposit a sum of Rupees 5000/- (Rupees five thousand only) as refundable security money. If the medical student withdraws from the college on his/her volition prematurely, the security money shall stand forfeited to the Government.

10. That liability of the sureties shall not be impaired or discharged by reason of time being granted, any forbearance of the Government or any other person authorized by it (whether with or without the knowledge or consent of the surety) nor shall it be necessary for the Government to sue the medical student and his/her first

surety before suing the second surety.

11. That it is agreed that except in cases where any sum of money is recovered by the Government under the present Bond as arrears of land revenue, if there is any dispute to the effect, meaning of these presents, or otherwise, however, except as to matters for which specific provision has been made in these presents, the same shall be referred to the sole arbitration of the Principal Secretary/Secretary, Department of Medical Education, Government of Uttarakhand or any other person appointed by him as the sole arbitrator whose decision shall be final and binding on the parties. The provision of the Arbitration and Conciliation Act 1996, as amended from time to time, shall apply to such arbitration.

Having clearly understood and agreed with the terms and conditions herein above and in witness thereof the parties (Medical Student, First and Second Surety) do hereby affix their signatures on the day mentioned above.

1.
Signature of Student.
Details of Student (Name *etc.*).....

Self attested photograph of the student

2.
Signature of parent/guardian/first surety of the medical student in the presence of:-

Self attested photograph of parent/guardian/ Ist Surety

- 1)
- 2)

3.
Signature of second surety of the medical student in the presence of:-

Self attested photograph of 2nd Surety

- 1)
- 2)

Note- Self attested photocopies of ID proof of first & second surety to be submitted.

DECLARATION BY FIRST SURETY

I.....S/o / D/o.....
R/o.....Occupation.....whose
signature is appended to in this bond as first surety, do hereby declare that :-

- (a) I am in service of theCentral/State Government/Local Authority/Corporation/Body/Enterprise owned or controlled by the Central/State Government or self employed. My present designation, details of the employer and office address is
- (b) I ordinarily reside in India and that I possess means which will enable me to repay to the Government the sum of money referred to in the event of my being called upon to do so in accordance with the terms of this Bond.
- (c) I possess immovable property details of which are as follows (photocopy enclosed).....

(Signature of First Surety)

(Surety means able to discharge one’s debts and obligation in full)

Signed by the above named surety in the presence of:-

WITNESS

- 1)
- 2)

DECLARATION BY SECOND SURETY

I.....S/o / D/o.....
R/o.....Occupation.....whose
signature is appended to in this bond as second surety, do hereby declare that :-

- (a) I am in service of theCentral/State Government/Local Authority/Corporation/Body/Enterprise owned or controlled by the Central/State Government or self employed. My present designation, details of the employer and office address is

- (b) I ordinarily reside in India and that I possess means which will enable me to repay to the Government the sum of money referred to in the event of my being called upon to do so in accordance with the terms of this Bond.
- (c) I possess immovable property details of which are as follows.....(photocopy enclosed)

(Signature of Second Surety)

(Surety means able to discharge one's debts and obligation in full)

Signed of the above named surety in the presence of:-

WITNESS

- 1)
- 2)

4. **Signed by**

(Principal.....)

Name and designation

(To be signed by the Principal of..... Government Medical Colleges for and on behalf of the Government of Uttarakhand) in the presence of:-

- 1)
- 2)