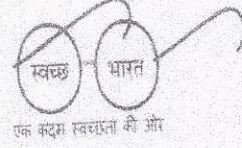


अकादमिक शाखा
डायरी सं०.....306.....
दिनांक.....28/7/20.....
हस्ताक्षर.....

2-R



चिकित्सा शिक्षण प्रकोष्ठ / Medical Education Cell
मुख्यालय / HEADQUARTERS' OFFICE
कर्मचारी राज्य बीमा निगम
EMPLOYEES' STATE INSURANCE CORPORATION
पंचदीप भवन, सी.आई.जी. मार्ग
PANCHDEEP BHAVAN: C.I.G. ROAD:
नई दिल्ली - 110002 / NEW DELHI-110002
E-mail: dmc-dl@esic.nic.in



No: L-11/12/3/2018/Corp.Cell/MEC(PF)

Dated: 28.07.2020

ज्ञापन
MEMORANDUM

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 revised Bond conditions for under-graduate (MBBS/BDS) students of ESIC Medical / Dental Colleges as under:

For UG (MBBS/BDS)

Parameter	Revised conditions
1. Bond Duration	1 year
2. Bond Amount	₹ 5 lakh
3. Bank Guarantee	For ₹ 5 lakh to be furnished within 03 months of beginning of internship.

2. The reduction in Bond duration and Bond amount would be prospective per-se, but in the following manner;
 - 2.1 The benefit of reduced Bond period & Bond amount in lieu, **would also be extended to** (i) all existing students (MBBS/BDS); (ii) Fresh UG (MBBS/BDS) pass-outs; and (ii) UG (MBBS/BDS) pass-outs already serving ESIC under Bond.
 - 2.2 In case of pass-outs already serving under Bond, if the length of service rendered is in excess of 01 year, they may be relieved without payment to ESIC for left over Bond period.
 - 2.3 Fresh pass-outs (current year) would have to submit Bank Guarantee for the total Bond amount (as revised) upfront-if they opt to serve the Corporation. In event of not opting to serve, they would have the option to pay revised Bond amount and be relieved


- 2.4 The existing UG student (MBBS/BDS) would have to execute fresh Bond with revised conditions along with submission of Bank Guarantee, within three months of issue of these instructions. Students / Interns who do not execute the revised Bond afresh with submission of Bank Guarantee as applicable within 03 months, would be governed by their original Bond conditions.
- 2.5 As applicable, the original documents of the student / Interns would be retained by the Corporation pending the submission of Bank Guarantee.
3. Revised Bond conditions would not be applicable to cases which have been closed, i.e. where pass-out has already been relieved after payment of Bond amount.
4. The revised conditions are issued in supersession to all previous instructions in this regard. The revised Bond document is enclosed.
5. Deans of ESIC Medical / Dental Colleges are advised to share the revised conditions with their respective legal counsel immediately. The legal counsel may then apprise the Hon'ble Court regarding revised Bond conditions through urgent Interim Application (I.A.) for early hearing with prayer for vacation of stay / early disposal of writ petitions filed by students / pass-outs against Bond conditions, as appropriate.

25/7/2020
 (वी.के. शर्मा / V.K. Sharma)
 उप निदेशक (चि. शि) / Dy. Director (ME)

To:

1. अधिष्ठाता, समस्त 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

- ESIC Medical College & Hospital comes under Ministry of Labor & Employment, Govt. of India
- Govt. of Haryana Bond is not applicable for the students willing to take admission at ESIC Medical College, Faridabad


 19/11/2020
 Prof. (Dr.) A. K. PANDEY
 Registrar (Academics)
 ESIC Medical College & Hospital
 NB-3, N.I.T. Faridabad-121001 (Hr.)

(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 have the right to invoke the Bank Guarantee so furnished by the Bounden and sureties.

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 invocation of Bank Guarantee; 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.

✓

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 ALL MEN BY THESE PRESENTS THAT We (1) (Mr./Mrs./Ms.) _____ (herein-after called the Bounden) son/daughter/wife of _____ residing at (Residential Address.....) and (2) Shri / Smt. _____ (hereinafter called the Surety/Sureties) son/daughter/wife of _____ residing at (Here enter address) _____ do 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 here-in-after mentioned. The bounden and sureties shall furnish Bank Guarantee** amounting to Rs 5,00,000 (Rupees Five lakh only) in favour of the Dean of the ESIC Institution in lieu of the amount within 03 months of internship year. The total obligation amount would not exceed Rs. 05 lakh at any stage. The original documents of the student would be retained by the Corporation pending the submission of Bank Guarantee.

Signed this Day ofin 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)

1. Signature of BOUNDEN
(Name & Address**; Photo ID No.)

2. Signature
(Name & Address)

2. 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..... (here enter the name of the course of study) on the basis of merit Central/State/Stake Holder in ESIC Medical Education Institution



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 ofin 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)

1. Signature of BOUNDEN
(Name & Address**; Photo ID No.)

2. Signature
(Name & Address)

2. 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.