

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



(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.



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.





चिकित्सा शिक्षण प्रकोष्ठ / Medical Education Cell
 मुख्यालय / HEADQUARTERS' OFFICE
 कर्मचारी राज्य बिमा निगम
 EMPLOYEES' STATE INSURANCE CORPORATION
 पंचदीप भवन, सी.आई.जी. मार्ग
 PANCHDEEP BHAVAN: C.I.G. ROAD:
 नई दिल्ली - ११०००२ / NEW DELHI-110002
 E-mail: dmc-dl@esic.nic.in



L-11/12/3/222-Dr. Ajinkya Pawar/2020/MEC (PF)

Dated: 30.09.2020

ज्ञापन / MEMORANDUM


SUB: Policy for deferment of compulsory service under Bond in r/o pass-outs (UG/PG) of ESIC Medical Education Institutions wanting to pursue higher studies (post-graduation / super-specialty) - reg.

The undersigned is directed to refer to the captioned subject and to convey that the pass-outs from ESIC Medical Education Institutions would be permitted to pursue higher education in the following manner:

1. The service under Bond would be deferred in r/o pass-outs (UG/PG) of ESIC institutions to pursue higher studies till completion of the course (Post-graduation/Super-Specialty) after which the pass-outs would have to render the compulsory service.
2. Prior to grant of permission, the pass-outs (UG/PG) from ESIC Medical Education Institutions would have to submit a valid Bank Guarantee to ESIC, equal to the Bond amount; and for a period which would be three months beyond the duration of PG/Super-Specialty course (higher study). In addition, the pass-outs would have to submit an undertaking to ESIC on a stamp paper duly Notarized, binding them to the promise to serve ESIC for the balance Bond period after completion of the Super-specialty course.
3. The Bank Guarantee and Undertaking submitted to ESIC would be in the custody of Dean, of the ESIC institution from where the incumbent has passed out. The incumbent would approach the dean for permission through controlling officer; and would be relieved by controlling officer after grant of permission by dean.
4. If the incumbents (pass-outs from ESIC Medical Education Institutions) do not approach ESIC within a month of completion of the examination (Post-graduation/Super-Specialty) to serve under Bond, ESIC would encash the Bank Guarantee.

यह सक्षम अधिकारी के अनुमोदन से जारी किया गया है।

This is issued with approval of Competent Authority.



(वी.के. शर्मा / V.K. Sharma)

उप निदेशक (चि.शि) / Dy. Director (ME)

सेवा में/ To

अधिष्ठाता, समस्त क.रा.बी.नि. चिकित्सा शिक्षण संस्थान; एवं चिकित्सा अध्यक्ष, समस्त क.रा.बी.नि. अस्पताल

Deans of all ESIC Medical Education Institutions; & Medical Superintendents of all ESIC Hospitals.