

EMPLOYEES' STATE INSURANCE CORPORATION MEDICAL COLLEGE, GULBARGA Ministry of Labour & Employment, Govt. Of India SEDAM ROAD GULBARGA-585106

Email: deanmc-gb.kar@esic.nic.in

Ph. No. 08472-265546/47/48

Fax No. 08472-265545 Date: 07.08.2020

No.532/L-11/12/Revised Bond/ ESIC MCH/2020

CIRCULAR

Sub: Revised Bond conditions in r/o of Under Graduate MBBS Students-Reg.

It has been brought to the notice of all the Under Graduate MBBS students (i.e. all existing MBBS students, Fresh UG MBBS Pass-outs, UG MBBS Pass-outs who are already serving as ESIC-Junior Resident under Bond Condition) that Hqrs Office vide memorandum No. L-11/12/3/2018/ Corp.Cell/MEC(PF) Dated:28.07.2020 has revised the UG Bond conditions as mentioned below

Sl. No.	Parameter	Revised Conditions
01	Bond Duration	01 Year
02	Bond Amount	Rs.5,00,000/-
03	Bank Guarantee	For Rs.5,00,000/- to be furnished within 03 months of
	Dalik Guarantee	beginning of Internship.

- **1. 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. 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.
- **3.** 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.

<u>Students/ Interns who do not execute the revised Bond afresh with submission of Bank</u> <u>Guarantee as applicable within 03 months, would be governed by their original Bond</u> <u>Conditions.</u>

Therefore, All the students concerned i.e. all existing MBBS students, Fresh UG Pass-outs, UG passouts who are already serving as ESIC-Junior Resident) are hereby directed to follow the above instructions and execute fresh bond with conditions & along with submission of Bank Guarantee (issued from any Nationalized Bank) to this Office within the stipulated time.

Further, it is also informed that the **Original documents of the Students/Interns would be retained by this Institute, till the submission of Bank Guarantee.**

This is for Strict Compliance.

The format of Revised UG-MBBS Bond is enclosed.

Sd/-Dean, ESIC Medical College, Gulbarga

Copy :

All the students/Interns of ESIC Medical College, Gulbarga, Karnataka for information

Copy to:

- 1. All the HOD's ESIC Medical College, Gulbarga.
- 2. PS to Dean, ESIC Medical College, Gulbarga
- 3. The Deputy Director (Finance & Accounts Branch), ESIC Medical College, Gulbarga
- 4. Website Content Manager: For uploading the same in website.
- 5. Guard File.
- 6. Notice Board.

FORMAT OF BOND

(FOR UG-MEDICAL STUDENTS)

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

KNOW ALL ME	EN BY	THESE	PRESE	NTS	THAT	We	(1)	(Mr./Mrs./I	Ms.)	
	(herein-at	fter called	d the	Bou	nden)	son	/daughte	er/ wife	of	
	at		(Residential Addres							
		(2) Shri/Smt.								
(herein-after called 'the Surety/Sureties') son/daughter/wife o										
residing at do hereby bind ourselves and each of										
us & our respective heirs, executors & administrators jointly and severally to pay to the Employees' State										
Insurance Corporation (herein after 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, Employees'										
State Insurance Corporation Medical College, Gulbarga, Karnataka-585106/ Dean, ESIC Medical										
College, Gulbarga, Karnataka-585106 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 of	in th	e year		by the	bounden	(Mr./Mrs./Ms.)	
and Surety/Sureties Shri/Smt									

Signature

In the presence of Witness*:

1. Signature (Dean/Administrative Officer 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 UG-MBBS course on the basis of merit Central/State/Stake Holder in Employees' State Insurance Corporation Medical College, Gulbarga, Karnataka-585106 for a period of 4 Year and 6 months followed by 01 Year Compulsory Rotatory Internship.

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 herein after 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 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, Govt. Of India, 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 term 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

(Dean/ Administrative Officer Address with Official Seal)

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

2. Signature(Name & Address)

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