

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

Self  
Attested  
Photograph of the  
PG Medical  
Student

THIS BOND is executed on the..... day of ..... by  
.....at present student of MD/MS course at  
.....(hereinafter called ' PG medical student'), his/her  
father/parent/guardian.....s/o/w/o.....r/o.....(hereinafter  
called 'the first surety') and .....s/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 MD/MS course, the medical student shall serve the State of  
Uttarakhand as Medical Officer/Specialist on contract basis atleast for a  
minimum period of 2 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 MD/MS 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 &  
Specialist 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 PG students enrolling in Government Medical Colleges, Uttarakhand against the State Quota and also the students of Central quota shall have an option to complete the MD/MS course on payment of subsidized tuition fees of Rupees 60,000 (Sixty Thousand) per annum as against the full tuition fees of Rupees 5,00,000 (Five Lakh) per annum.

WHEREAS, the present PG medical student of this bond has opted for the subsidized fees and in consideration there of agrees to serve the State as a Medical Officer/Specialist Doctor on contract basis for minimum of two years in any of the Government Hospital/Health Centre situated in hilly region of the State after completion of the MD/MS 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 MD/MS Course minus the fees already paid with compound interest thereon at prevailing Bank lending rate), if the PG 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 PG Medical Student, his/her First Surety and Second Surety on one part and by .....Principal of the .....on 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. 60,000/- (Rs. Sixty 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. 5,00,000 (Five Lakh) per annum.
2. (1) That the PG medical student will undergo all such courses and training as the Government may prescribe from time to time at Government Medical Colleges, 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 PG 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 PG medical student after successful completion of MD/MS 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 PG medical student (of which the decision of Government of Uttarakhand/Appropriate Authority shall be final), if offered position as a medical officer/Specialist on contractual basis

in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand, shall serve as such for a minimum of two years.

2. (4) That the medical student who have already got subsidized medical education in his/her MBBS course by the Uttarakhand State Government and got selected in MD/MS courses of Government Colleges of Uttarakhand and opt again for subsidized medical education for his/her post graduation education shall also be bound to serve the state of Uttarakhand as medical officers/Specialist on contract basis atleast for a period of two years in addition to the number of years laid down for compulsory service in his/her MBBS bond in any of the Government Hospital or Health centre situated in hilly region of the state failing which he/she shall be liable severally or jointly to pay the Government the total bond amount for both the bonds (executed by him/her) along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

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 PG student serve the State as a medical officer/ Specialist on contractual basis in the any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of two years after completion of 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 PG medical student does not or refuses to serve the State as a medical officer/Specialist on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of two years after completion of 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 along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

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 PG medical student and his/her father/mother/legal guardian as first surety agree that the original degree of MD/MS 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 PG 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. 5, 00,000/- (Rupees Five Lakh) per year or part thereof limited to the maximum of Rs 15 lakh along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand, minus the subsidized fees already paid. It is agreed that the PG medical student shall be withdrawn/removed from the roll of the Government Medical Colleges, Uttarakhand 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/Specialist on contract basis for minimum of two years in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand. If PG 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 PG 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 PG Medical Student may be declared a Non-Service Liability.

If on the recommendations of the Medical Board headed by Director General, Medical Health and Family Welfare, Uttarakhand, the PG 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 along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

- (ii) The Bond Amount will be paid within one month of being declared Non-Service Liability failing which the amount shall be recovered from PG 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 MD/MS 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 PG medical student and his/her sureties shall be computed as under:-
- (a) The Bond Amount shall be calculated at the rate of Rs. 5,00,000/- (Rupees Five Lakh) per year or part thereof limited to the maximum of Rs 15 lakh along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand minus the subsidized fees already paid in Government Medical Colleges, 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 PG student has been admitted and the year of study in which the PG student is declared Non-Service Liability, minimum charges as under shall always be levied in addition-

First year	Rs. 60,000.00
Second year	Rs. 1,20,000.00
Third year	Rs. 1,80,000.00

- (b) Bond Amount (in addition to a maximum of Rs 1,80,000.00 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 PG student on the basis of individual cases.

(vi) Provided that the PG student 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 PG 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 PG examination within a period of five years from the date of admission in the college.

(2) Where the PG 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. 5,00,000 (Five Lakh) per year (minus tuition fees already paid) for each year of the student's stay at the Medical college alongwith compound interest.

7. That where PG 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 MD/MS course for the period from the date of admission to the date of becoming Non-Service liability or removal from the college rolls, limited to a maximum of Rupees Fifteen Lakh minus fee paid along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand. Additional Simple interest shall be levied for late payment i.e. if payment is 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 PG medical student refusing two 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 thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand in the account of medical college concerned.

9. That PG medical student while taking admission in Government Medical Colleges, Uttarakhand shall deposit a sum of Rupees 5000/- (Rupees five thousand only) as refundable security money. If the PG 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 PG 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 (PG Medical Student, First and Second Surety) do hereby affix their signatures on the day mentioned above.

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

Self attested photograph of the Student

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

Self attested photograph of parent/guardian/1st Surety

1) .....

2) .....

3. ....

Signature of second surety of the PG medical student in the presence of:-

Self attested photograph of 2<sup>nd</sup> Surety

1) .....

2) .....

Note- Self attested photocopies of ID proof of First and Second Surety to be submitted.

**DECLARATION BY FIRST SURETY**

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

- (a) I am in service of the .....Central/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 of 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 the .....Central/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 .....

**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) .....