

Date:

SURETY BOND

THIS DEED OF BOND IS MADE ON

KNOW ALL MEN BY THESE PRESENT THAT WE,

(1.) Mr/Ms/_____ D/W/S/o Mr. _____ Residing at _____ (hereinafter called the "Candidate") and

(2) Mr./Mrs./Miss _____ S/D/W/oMr/Mrs. _____ Residing at _____ (hereinafter called the "Surety") do hereby by

bound ourselves and our respective heirs executors and administrators, to the Civil Surgeon-cum-Executive Secretary District Health & Family Welfare Society (hereinafter called the "Health Department/NHM Haryana") on demand Rs. 2,00,000/- (Rs. Two Lakh only) to compensate the Health Department/NHM Haryana, if Candidate not able to serve within same District for which he/she has applied & selected, at-least for 3 Years continuously after joining as penalty out of the total earned money during the job period (i.e. Monthly Honorarium+ Performance Based Incentive+ Other, if any) as given below details:

- 75% of earned money, in case of leaving before 01 year,
- 50% of earned money, in case of leaving before 02 years,
- 25% of earned money, in case of leaving before 03 years.

Signed and delivered this 2021.

Signature _____

Signature _____

.....
(Name of Candidate)

.....
(Name of Surety)

That if the Candidate commits any breach of his/her undertakings for whatsoever reasons or in case he/she fails to not serve the Health Department/NHM Haryana within the same District for which he/she has applied/selected' for the stipulated Bond Period, thereafter, he/she and his/her surety shall jointly and severally compensate the Health Department/NHM Haryana. This amount will be recovered from him/her and/or his/her Surety. However, the total amount recoverable under this clause shall not exceed Rs. 2,00,000/- (Rs. Two Lakh only); apart from the compensation amount, if Candidate not able to serve with the NHM Haryana within the same District for which he/she has applied/selected, atleast for 3 Years continuously after joining as Community Health Officer as penalty out of the total earned money during the job period (i.e. Monthly Honorarium+ Performance Based Incentive+ Other, if any) as given below details:

- 75% of earned money, in case of leaving before 01 year,
- 50% of earned money, in case of leaving before 02 years,
- 25% of earned money, in case of leaving before 03 years.

That, the Candidate and Surety shall abide with the Terms & Conditions given ahead:

1. No Permanent Absorption in the Health Department/NHM

1.1 After final selection, the Candidate will be eligible for deployment as Mid Level Service Provider-cum-Community Health Officer (MLSP-cum-CHO) at Sub Centre level Health & Wellness Centre (HWC) in the district for which she/he applied/selected.

1.2 The deployment of the Candidate as MLSP-cum-CHO will be purely on contractual/conditional basis, and the Candidate will have no right to claim for appointment on permanent roll in Health Department/NHM Haryana or permanent absorption.

1.3 Contractual/Conditional placement and posting thereof to any Sub Centre level Health & Wellness Centre within the District/State shall be at the discretion of the Competent Authority.

1.4 Candidate, upon deployment as MLSP-cum-CHO, to be paid honorarium/incentive for duration of his/her tenure as MLSP-cum-CHO as per detail given ahead:-

The post comes under pay band of PB-2-9300-34800-4800-18750 as per Service Byelaws prescribed for employees of NHM Haryana. However, following emoluments will be given against the current advertisement:

- For initial 05 years, monthly honorarium of Rs. 25,000/- (i.e. Rs. 18750/- as per Pay Band-2 + Rs. 6250/- additional honorarium) and after completion of 05 years' satisfactory service, salary & all increment / allowances will be given as per pay band only i.e. PB-2-9300-34800-4800-18750.
- Benefit of Annual Increment of 5% on initial salary after completion of one year satisfactory service.
- Benefit of Dearness Allowance will be given after completion of 5 years satisfactory service.
- Benefit of House Rent Allowance will be given after completion of 10 years satisfactory service.

2. Surety Bond for Service Delivery

The Candidate shall sign and submit a "Surety Bond" in the prescribed format on Rs. 100/- Stamp Paper (non-judicial) to serve the Health Department/NHM Haryana or at the discretion of the competent authority to serve any other health facility of the Health Department for at least three (03) years after joining as MLHP-cum-CHO. In case, the Candidate fails to serve the Health Department/NHM Haryana for the stipulated period of three years; thereafter, Candidate and

Candidate's Surety shall jointly and severally compensate the Health Department/NHM Haryana. This amount will be recovered from Candidate and/or his/her Surety, if candidate leaves the Health Department/NHM Haryana within the Bond period.

2.1 However, the total amount recoverable under this would be of Rs. 2,00,000/- (Rupees Two Lakh only). Apart from the above compensation amount, if Candidate not able to serve with the NHM Haryana atleast for 3 years continuously within the same district for which she/he has been selected as penalty out of the total earned money during the job period (i.e. Monthly Honorarium + Performance Based Incentive + Other, if any) as per detail given below:

- 75% of earned money, in case of leaving before 01 year,
- 50% of earned money, in case of leaving before 02 years,
- 25% of earned money, in case of leaving before 03 years.

2.2 Further, the Candidate shall be required to serve one month advance notice while on contractual/ conditional employment, or pay salary (notice pay) in lieu thereof in addition to fulfilling the obligations stipulated in the Service Contract/Agreement Bond/Norms of the Health Department/NHM Haryana.

2.3 Candidate shall not be relieved during the period of operation of Surety Bond for any employment elsewhere. Candidate shall not apply for employment elsewhere during the Service Contract/Agreement Bond period thereafter, without the prior permission of the competent authority. In case, Candidate has already applied and/or appeared in any such test, interview etc. before joining as the MLHP-cum-CHO and in the event of Candidate's selection, she/he shall not join the new Organization, unless she/he has fully complied with the terms & conditions of the Surety Bond.

3. General Conditions during Service Period:

3.1 Candidate will any time be subject to the terms & conditions of his/her employment, including the Conduct, Discipline etc. and such other rules and administrative orders that may be in force from time to time during job period.

3.2 Candidate's selection is subject to the condition that he/she is not suffering from any medical disability or illness, which is likely to hamper Candidate's selection, including posting (after successful completion of Certificate Course in Community Health) at Sub Centre/Health & Wellness Centre. In case it is detected at a later stage that Candidate had concealed any information pertaining to Candidate's medical status, the Health Department/NHM Haryana will be forced to cancel the offer of selection. In case of such evidence coming to light after candidate's joining, Candidate's services (Contractual/Conditional) will be liable for termination without notice at any time and Candidate will accordingly ceases to be in the employment (Contractual/Conditional) of the Health Department/NHM Haryana. For this purpose candidate is required to submit her/his Medical Certificate at the time of final joining with O/o concerned Civil Surgeon.

3.3 Postings under the Health Department/NHM Haryana are transferable within the District. The Health Department/NHM Haryana reserves the right to post Candidate at any of its Sub Centre/Health & Wellness Centre within the District, if needed and not vice-versa means Candidate shall not demand any transfer on his/her own.

3.4 The offer of selection is liable to be withdrawn at any point before joining and if joined, liable for termination without notice if competent authority comes across any evidence/knowledge that the qualification, caste/category and/or any other particulars indicated by the Candidate in his/her application/other forms/formats submitted to the competent

Authority are not recognized/false/misleading and/or amounts to suppression of information/particulars/facts, which should have been brought to the notice of competent Authority.

- 3.5 Inadvertent omission or commission or mistakes, if any, appearing in the offer of selection are liable to be rectified at any time before or after joining to bring the terms & conditions of offer in accordance with the extant policy/rules and regulation of the Health Department/NHM Haryana that may be in force from time to time.
- 3.6 Above terms & conditions are not exhaustive and this offer is subject to understanding that during the period of services (contractual/conditional), Candidate will be governed by the relevant rules, regulations and administrative orders that are framed from time to time by the Health Department/NHM Haryana.
- 3.7 No extension in joining time will not be granted formally. Hence, the Candidate should join on the scheduled date itself. Else, the offer may be subject to cancellation and withdrawal without further notice to the Candidate. However, the competent authority/Mission Director, NHM Haryana may grant suitable extension in joining time on a case to case basis, in special circumstances only.
- 3.8 Candidate will honour and observe the Health Department/NHM Haryana's vision, mission and values at all times to maintain high esteem of the Health Department/NHM Haryana. Candidate is expected to provide all health services to the community through the Public Health System only.

4. Legal Matters and Dispute Settlements

Any legal proceeding in respect of any matter of claim or dispute arising out of this offer of selection between the parties as to the matters arising pursuant to his/her contract shall be settled amicably between the parties and not in any Court of Law; however if both the parties fails to settle the dispute amicably, in that event, an arbitrator shall be appointed by the Additional Chief Secretary to Govt. of Haryana, Health Department, who will be authorized to adjudicate the dispute and the decision of the arbitrator so appointed will be binding on both the parties and cannot be challenged in any Court of Law.

5. Termination of Services by either Party:

- 5.1 The Health Department/NHM Haryana may terminate the contract at any time, if performance as a Candidate is not found satisfactory as per terms & conditions of the contract. In the event of such termination Health Department/NHM Haryana shall issue 15 days non-performance notice and give reason therefore, and if Candidate does not reply within 7 days by ensuring improved services and does not give sufficient reasons for such non-performance, non-compliance, then the Contract will be terminated as aforesaid.
- 5.2 If for any sufficient reasons, the Candidate decides to terminate the Contract/Bond prior to joining as MLHP-cum-CHO and/or satisfactory completion of 3 year services, she/he may do so by giving 15 days' Notice to the Health Department/NHM Haryana. In this case also, the Candidate shall be liable to refund Rs. 2,00,000/- (Rs. Two Lakh only) alongwith penalty out of the total earned money during the served job period (i.e. Monthly Honorarium+ Performance Based Incentive+ Other, if any) as given below details:
 - 75% of earned money, in case of leaving before 01 year,
 - 50% of earned money, in case of leaving before 02 years,
 - 25% of earned money, in case of leaving before 03 years.

6. Agreement under Signature

Candidate is required to put his/her signature on each page at bottom right side.

Signed jointly and severally by each of us on this2020 in the presence of the following witnesses:

Witnesses:

1. Signature_____

2. Signature_____

Name_____

Name_____

Candidate and Surety:

Signature_____

Signature _____

Name_____

Name_____

Candidate Address_____

Surety Address_____

Attested by Notary Public