

Date:February 2018

SURETY BOND

THIS DEED OF BOND IS MADE ON _____ DAY OF February 2018

KNOW ALL MEN BY THESE PRESENT THAT WE,

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

(2) Mr./Mrs./Miss _____ S/D/W/o Mr/Mrs. _____ Residing at _____ (hereinafter called the "Surety") do hereby by bound ourselves and our respective heirs executors and administrators, to the Mission Director, National Health Mission Haryana (hereinafter called the "Health Department/NHM Haryana") on demand Rs. 2,00,000/- (Rs. Two Lakh only) in respect of the Candidate's Bridge Course Fee + Monthly Honorarium + Lodging/Boarding/Travelling Charges etc. (Certificate in Community Health) (hereinafter called the "Course") and also to compensate the Health Department/NHM Haryana, if Candidate not able to serve with the NHM Haryana atleast for 3 Years continuously after completion of the Bridge Course 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 _____ Day of February 2018.

Signature _____

Signature _____

.....
(Name of Candidate)

.....
(Name of Surety)

WHEREAS on his/her request, the Competent Authority at Health Department/NHM Haryana has selected the Candidate for the Course conducted by the Indira Gandhi National Open University (IGNOU) commencing session of January 2018 and offered the Candidate with sponsorship for undergoing the same vide offer letter of NHM Haryana Office Dated 13/02/2018.

Now the condition of above written bond is that the Candidate (i) shall successfully complete the Course and (ii) shall serve Health Department/NHM Haryana, thereafter for a minimum period of three (03) years after successful completion of the Course (hereinafter referred to as the “Bond Period”); whereas if the Candidate shall serve Health Department/NHM Haryana, for a minimum period of three (03) years, then the above bond shall lapse; otherwise it shall be remain in full force valid.

That further or in the alternative another condition of the above bond is that if the Candidate commits any breach of his/her undertakings for whatsoever reasons or in case he/she fails to ‘complete the Course successfully’ and/or ‘not serve the Health Department/NHM Haryana’ for the stipulated Bond Period, thereafter, he/she and his/her surety shall jointly and severally compensate the Health Department/NHM Haryana for IGNOU Fee (Covers study material and counselling fee), boarding and lodging, transport expenses and monthly honorarium paid during the Course period and other expenses incurred on account of and in connection with the Course. 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 atleast for 3 Years continuously after completion of the Bridge Course 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. Bridge Course

1.1 Candidate will undergo Bridge Course (Certificate in Community Health) conducted by the Indira Gandhi National Open University (IGNOU) (hereinafter referred to as “Course”), which is a Course of six months duration. The candidate shall complete the Course successfully in all aspects within the stipulated six months period or within the extended period as per IGNOU norms.

2. Maximum Limit of Sponsorship

2.1 Candidates shall be provided support for IGNOU fee (covers study materials and counseling fee), boarding and lodging, transport expenses, etc as part of the sponsorship for the Course, as per applicable norms. However, this support will be provided only for one tenure (i.e; the period from commencement of the Course till the final Term End Examination conducted for the concerned batch by IGNOU for the first time). No support shall be provided to the Candidate for any successive attempts to successfully complete the Course.

3. No Permanent Absorption in the Health Department/NHM

- 3.1 After successful completion of the Course, the Candidate will be eligible for deployment as Mid Level Service Provider-cum-Community Health Officer (MLSP-cum-CHO) at Health & Wellness Centre (HWC)/Sub Centre.
- 3.2 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. However, this clause is not applicable to candidates who are already regular employees of State Health Department/on permanent roles of the State.
- 3.3 Contractual/Conditional placement and posting thereof to any Sub Centre/Health & Wellness Centre within the District/State will be at the discretion of the Competent Authority.
- 3.4 Candidate, upon deployment as MLSP-cum-CHO, may be paid additional honorarium/incentive for duration of his/her tenure as MLSP-cum-CHO.

4. 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 complete the Bridge Course (Certificate) in Community Health and to serve the Health Department/NHM Haryana or at the discretion of the competent authority to serve any other clinic/hospital/nursing centre etc. of the Health Department for at least three (03) years after successful completion of the Course. In case the Candidate fails to complete the Course successfully (within the Course period agreed by the competent authority including extensions, if any) and/or not 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 for IGNOU fee, boarding and lodging, transport expenses, honorarium etc. paid during the Course period and expenses incurred by on account of and in connection with Course and this amount will be recovered from Candidate and/or his/her Surety, if candidate leaves the Health Department/NHM Haryana within the Course/Bond period.

4.1 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 after completion of the Bridge Course as penalty out of the total earned money during the job period (i.e. Monthly Honorarium+ Performance Based Incentive+ Other, if any) as per the details 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.

4.2 The Candidate will 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. Further, the Candidate

4.3 Candidate may note that Candidate shall not be allowed to apply for the Course without the Surety Bond completed in all respects.

4.4 Candidate shall not be released during the Course period or during the period of operation of Surety Bond for any employment elsewhere. Candidate shall not apply for employment elsewhere during the Course period or 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 for the Bridge Course, in the event of Candidate's selection Candidate shall not join the new organization, unless Candidate has fully complied with the terms & conditions of the Surety Bond.

5. Submission of Documents

Alongwith acceptance of the offer, the Candidate is required to submit the duly filled application of admission to the Bridge Course (Certificate) in Community Health (to be obtained from the IGNOU Course Prospectus) along with following documents:-

- a) Attested copies of Mark-sheet and Certificate of relevant qualification as per eligibility criteria as mentioned in the Student Handbook & Prospectus.
- b) Attested copy of proof of date of birth (10th /*Madhyamik* /Secondary Certificate)
- c) Experience Certificate (wherever applicable).
- d) Caste Certificate (If the candidate belongs to Reserve Category).
- e) Duly filled-in Identity Card with recent passport size photograph.
- f) Duly filled-in Acknowledgement Card with requisite postal stamp.

6. General Conditions during Bridge Course and Service Period

- 1.1 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 the Bridge Course too.
- 1.2 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 Bridge Course) at Sub Centre/Health & Wellness Centre. In case it is detected at alater 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.
- 1.3 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 and not vice-versa means Candidate shall not demand any transfer own his/her own.

Within the District, if needed.

- 1.4 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/personal resume/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.

- 1.5 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.
- 1.6 Above terms & conditions are not exhaustive and this offer is subject to understanding that during period of Course and subsequent 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.
- 1.7 As the Course is conducted for a whole batch, and not for individual Candidate, extension in joining time will not be granted formally as no deferred batch is planned. 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
- 1.8 Candidate will honor 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.

7. 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 Principal 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.

8. Termination of Services by either Party:

- 8.1 The Health Department/NHM Haryana may terminate the contract at any time, if performance as a Candidate during the Course or as a "MLSP-cum-CHO" 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.
- 8.2 If for any sufficient reasons, the Candidate decides to terminate the Contract/Bond prior to completion of Bridge Course and/or satisfactory completion of 3 year services after successful completion of Bridge Course, 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.

9. 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 this _____ day of February, 2018 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