

(On Non-Judicial Stamp Paper of Rs. 100/-)

**NATIONAL HEALTH MISSION**

**SURETY BOND**

THIS DEED OF BOND IS MADE ON----- DAY OF-----YEAR-----.

KNOW ALL PERSON BY THESE PRESENT THAT WE, Mr./Mrs./Miss \_\_\_\_\_ 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 heir executors and administrators, to pay to the District Health Society(hereinafter referred as DHS), district..... through its convener the bond amount Rs.1,55,000/- (Rupees One Lakh Fifty Five Thousand) Only in terms of this surety bond together with all costs and all charges and expenses that shall or may have been incurred by the State Health Society ,Uttar Pradesh in respect of the Candidate's Certificate in Community Health for nurses (here in after called the "Programme").

Signed and delivered this \_\_\_\_\_ Day of month \_\_\_\_\_ Year \_\_\_\_\_.

Signature\_\_\_\_\_

Signature\_\_\_\_\_

(Candidate)

(Surety)

WHEREAS The candidate and his/her surety have agreed to execute this bond in favour of DHS with such conditions as mention in this surety bond to insure that the candidate shall abide by the terms and conditions of this Surety Bond and in case candidate fails to comply with the terms and conditions contained in this surety bond, the surety shall wholly and severely liable to the DHS;

WHEREAS on his/her request, the Competent Authority, NHM has selected the Candidate for the Certificate Course in Community Health for Nurses from King Georgh's Medical University (KGMU) commencing from the \_\_\_\_ day of month\_\_\_\_, Year \_\_\_\_\_ as per terms and conditions stipulated in Annexure-I. on the basis of his/her executing a bond supported by the surety in the terms appearing which the candidate as well as surety has agreed to do:-

i. Shall successfully complete his/her training

ii. Shall serve District Health Society-NHM thereafter for a minimum period of three (03) years after successful completion of the Programme (herein after referred to as the "Bond Period"), whereas if the candidate shall serve State Health Department / District Health Society for a minimum period of three (3) years, then the above written bond shall lapse otherwise it shall be and 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 his/her Certificate course in Community Health for Nurses (Successful) and/or failing / refusing to serve the District Health Society-NHM for the stipulated period of three (3) years thereafter, he/she and his/her surety shall jointly and severally compensate the NHM without demur the entire bond amount of Rs.1,55,000/- ( Rupees One Lakh Fifty Five Thousand) Only for operationalization cost of the course through KGMU (Covers registration, examinations fee, study/ resource material, theory & practical sessions, transportation and other operational cost, stipend etc.) paid during the certificate course and expenses incurred by it on account of and in connection with his/her certificate programme. However If he/she abscond or leaves the programme between the Certificate Course the amount recovered/ compensate by he/she and his/her surety will include Rs.35,000/-(curriculum related and operational) and proportionate amount paid in form of stipend during the training period.

The candidate and his/her surety further undertakes that during the Bond period after the completion of certificate programme, if the candidate will found not performing as per his/her liability and responsibilities or his/her termination will done under any unforeseen circumstances for which authority has the believe / satisfaction that were deliberately created and interrupt the smooth functioning of Health and wellness Centre, the candidate and /or the surety shall compensate NHM without demur the entire bond amount of Rs.1,55,000/-(Rupees One Lakh Fifty Five Thousand) Only.

Provided that within the bond period after completing training successfully, the appointment made thereon shall deemed to have been made in terms of this bond and the stamp duty on this bond shall borne by the candidate.

Signed jointly and severally by each of us this \_\_\_\_\_ day of month \_\_\_\_\_

Year \_\_\_\_\_ in the presence of the following witnesses:

**Witnesses**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature

(Candidate)

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature

(Surety)

Attested by Notary Public

## Annexure- I

### TERMS AND CONDITIONS OF SELECTION AS “CANDIDATE”

#### 1. Certificate Programme

Candidate will undergo certificate course offered through joint collaboration of NHM and KGMU (hereinafter referred to as 'Programme'), which is of six months' duration. The candidate shall complete the programme successfully in all aspects within the stipulated six months' period or within the extended period as per the norms.

#### 2. Maximum Limit of Sponsorship: -

**2.1** Candidates are provided support for operationalization cost of the course through KGMU ((Covers registration, examinations fee, study/ resource material, theory & practical sessions, transportation and other operational cost, stipend etc.) paid during the certificate course and expenses incurred by it on account of and in connection with his/her certificate programme as part of the sponsorship for this programme, 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 Terms End Examination conducted for the concerned batch by KGMU for the first time.) No support shall be provided to the candidate for any successive attempts to successfully complete the programme.

#### 3. No Permanent Absorption in the NHM

3.1 After the successful completion of the Certificate Course, Candidate's will be eligible for deployment as Community Health Officers (CHO) at health and Wellness Centre (HWC)/ Sub Centre under District Health Society of different Districts in Uttar Pradesh.

3.2 The deployment of the candidate as Community Health Officer will be purely on contractual/conditional basis, and the candidate will have no right to claim for appointment on permanent roll in State Health department / State health Society/ District Health Society or permanent absorption.

3.3 Contractual/Conditional placement thereof to any of the Sub Centres/Health & Wellness Centre's within the State, will be at the discretion of the Management/Competent Authority.

3.4 **Honorarium for CHO:** - Candidate, upon deployment as CHO, may be paid consolidated honorarium/incentive for duration of his/her tenure as CHO.

#### 4. Surety Bond

4.1 Candidate and his/her surety, who should be a person of substantial means, shall execute a Surety Bond (Service Agreement Bond) in the prescribed format on Rs.100/- Stamp Paper (non-judicial) to complete the Certificate Course in Community Health for Nurses and to serve the District Health Society or at the discretion of the competent authority to serve any other clinic/hospital/nursing centre etc. of the State Health Department for at least three (03) years after successful completion of the certificate programme. In case Candidate fails to complete certificate programme successfully and/or serve the District Health Society for the stipulated period of three (03) years thereafter, Candidate and his/her surety shall jointly and severally compensate the District Health Society for certificate course operational expenses (Covers

registration, examinations fee, study/ resource material, theory & practical sessions, transportation and other operational cost, stipend etc.) paid during the programme period and expenses incurred by it on account of and in connection with Programme and this amount will be recovered/ compensate from Candidate and/or from his/her surety. If he/she abscond or leaves the programme between the Certificate Course the amount recovered/ compensate by he/she and his/her surety that will include Rs. 35,000/- and proportionate amount paid in form of stipend during the training period. Further Candidate will be required to serve one month advance notice while on contractual/conditional employment, or pay stipend (notice pay) in lieu thereof in addition to fulfilling the obligations stipulated in the Service Agreement Bond/ Rule of the District Health Society, moreover if the candidate serve one month advance notice while on contractual/conditional employment, or pay stipend (notice pay) in lieu within the Bond period i.e. three years after deployment as CHO then he/she shall liable to pay without demur the entire bond amount of Rs.1,55,000/-(Rupees One Lakh Fifty Five Thousand) Only with the terms and condition of the Surety Bond.

4.2. Candidate shall not be released during certificate course period or during the period of operation of Surety Bond for any employment elsewhere. Candidate shall not apply for employment elsewhere during the certificate course period or lock in period of service thereafter, without the prior permission of the concerned authority. In case Candidate have already applied and/or appeared in any such test, interview etc. before joining the certificate course, in the event of Candidate's selection Candidate shall not join the new organization, unless Candidate has fully complied with the terms and conditions of the Surety Bond.

4.3 That during the Bond period after the completion of Certificate course, if the candidate will found not performing as per his/her liability and responsibilities or his/her termination will done under any unforeseen circumstances for which authority has the believe / satisfaction that were deliberately created and interrupt the smooth functioning of Health and wellness Centre, the candidate and /or the surety shall compensate District Health Society as per the terms of the surety bond.

**5. Along with the acceptance of the offer, the candidate at the time of reporting for joining the Certificate Course, Candidates are required to bring the 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 the Matriculation Certificate in support of Candidate's age.
- (c) Post qualification experience Certificate.
- (d) Registration certificate from State Nursing Council.
- (e) Copy of Caste Certificate (if the candidate belongs to SC/ST/OBC category).
- (f) Character certificates from a Gazetted Officer of Central or State Governments
- (g) Dully filled identity card (Available in student Handbook & Prospectus) with recent passport size Photograph.

**6. General**

- (a) The Candidate will anytime be subject to term and 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 certificate course too.

(b) Candidate's selection is subject to:

a) Candidate should not be suffering from any medical disability, illness, which is likely to hamper candidate's selection, including posting (after successful completion of certificate programme) at Sub Centres/Health & Wellness Centres. In case, it is detected at a later stage that Candidate had concealed any information pertaining to Candidate's medical status, the competent authority 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 cease to be in the employment (Contractual/conditional) of the District Health Society.

b) 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 candidate in candidate's application/ personal resume/ other forms/ formats submitted 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.

c) 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 and conditions of offer in accordance with the extant policy/rules and regulations of the State Health Society/ Gol that may be in force from time to time.

d) The above terms and conditions are not exhaustive and this offer is subject to the understanding that during period of Programme and subsequent service (Contractual/conditional), Candidate will be governed by the relevant rules, regulations and administrative orders that are framed from time to time.

e) As the certificate programme modules are linked to the whole batch, and not to individual candidate, extension in joining 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 withdrawn without further notice to the candidates. In case the Candidate is not able to successfully complete the course in his/her 1st due attempt, if he/she succeeds in the successive attempts, the competent authority/MD, NHM may consider suitable extension/ deployment on a case to case basis.

f) Candidate will honour and observe the State Health Society vision, mission and values at all times to maintain high esteem of the state health Department / State health Society/ District Health Society.

## **7. Legal Matters**

Any legal proceeding in respect of any matter of claim or dispute arising out of this offer of selection shall be instituted in the courts at....., Uttar Pradesh only.

(Candidates are required to put Candidate's signature on each page at bottom right side.)