

AGREEMENT OF BOND FOR ADMISSION TO M.B.B.S COURSE
OF GOA UNIVERSITY IN GOA MEDICAL COLLEGE.

ARTICLES OF AGREEMENT made this _____ day of

between Shri/Kum/_____ son/daughter
of _____ (hereinafter called the ' Undergraduate
student ')

of the First Part and the Governor of Goa (hereinafter
called 'the Government') of the Second Part.

WHEREAS the Government has agreed to admit the party
of the First Part as Undergraduate Student in Goa Medical
College for _____ of Goa University for the _____ term
of the academic year _____;

AND WHEREAS it has been agreed by and between the
parties hereto that the Undergraduate Student shall serve
the Government for a period of five years on the terms
and conditions herein contained;

NOW, THEREFORE, THESE PRESENT WITNESSETH and the
parties hereto mutually agree as follows:-

(1). The Undergraduate Student, on completion of
his/her _____ courses of studies, shall submit
himself/herself to the orders of the Government and the
Officers and Authorities under whom he/she may, from time
to time, be placed by the Government and shall serve as
Junior/Senior Resident/Medical Officer or in any other
capacity as deemed fit by the Government for a period of
5 years in case his/her services are required by the
Government, commencing within 6 months from the date of
being eligible for the award of M.B.B.S. degree until
his/her services are terminated as hereinafter provided.

(2). The services of the Undergraduate Student
appointed as Junior/Senior Resident/Medical Officer or in
any other capacity as deemed fit by the Government may be
terminated -

- (i) by the Government or its Authorised
Officers without any previous notice if the
Government is satisfied on medical evidence
that the Junior/Senior Resident/Medical
Officer etc is unfit and is likely for a
considerable period to continue being unfit
by reason of ill-health for the discharge
of his/her duties. PROVIDED ALWAYS that
the decision of the Government that the
Junior/Senior Resident/Medical Officer,
etc. is unfit and likely to continue being
unfit shall be conclusive and binding on
him/her. In this case, THIS AGREEMENT shall
be void and of no effect;
- (ii) by the Government or its Authorised
Officers without any previous notice if the
Junior/Senior Resident/Medical Officer,
etc. is found guilty of any insole
ordination, intemperance or other
misconduct or any breach or non-performance
of any of the provisions of this Agreement
or of any rules pertaining to the

Institution where he/she may, from time to time be placed by the Government ;

(iii) by thirty days notice in writing given at any time during services under this Agreement by the Government or its Authorised Officers to him/her without assigning any cause. In this case, THIS AGREEMENT shall stand terminated forthwith; PROVIDED ALWAYS that the Government may in lieu of any notice herein provided for, give the Junior/Senior Resident/Medical Officer, etc. a sum equivalent to the amount of his salary for thirty days or shorter notice than thirty days if it pays to him/her a sum equal to the amount of his/her salary for the period by which such notice falls short of thirty days. The term "salary" for the purpose of this agreement shall mean the salary the Junior/Senior Resident/Medical Officer, etc. would be receiving under this Agreement.

(3). If the Junior/Senior Resident/Medical Officer, etc. is suspended from duty in connection with any investigations into his/her conduct, he/she shall not be entitled to any salary during such period of suspension, but shall be entitled to receive subsistence allowances at such rate as the Government may deemed fit.

(4). These Junior/Senior Resident/Medical Officer, etc. shall devote his/her whole time to the duties of the said services and shall not engage directly or indirectly in any trade, business, occupation or profession (including any private practice) on his/her own account and shall not (except in case of accident or sickness certified by competent Medical Authority) absent himself/herself from the said duties without having first obtained permission from the Government or its Authorised Officers.

(5). The Undergraduate Student shall not, except as provided in this Agreement, resign without completing the _____ course to which he/she has been admitted by the College/University and in case of default, the Undergraduate Student shall be liable to pay a sum of Rs.5,00,000/- (Rupees Five Lakhs only) to the Government as compensation besides forfeiture of his/her fees or/and deposits paid to the Goa Medical College.

(6). The Junior/Senior Resident/Medical Officer, etc. shall carry out all the duties and responsibilities assigned to him/her by the Government or its Authorised Officers, from time to time, in the interest of efficient patient care and running of the Hospital. The decision of the Government or its Authorised Officers as to whether the Junior/Senior Resident/Medical Officer etc. has satisfactorily carried out all the duties and responsibilities as aforesaid shall be final and binding on the Junior/Senior Resident/Medical Officer, etc.

(7). Period of service when called upon to serve in any capacity as stated above, shall ordinarily be for 5

years upon being eligible for the award of M.B.B.S. (Graduate) Degree awarded by the Goa University to which this College is affiliated. Period of service shall solely be determined by the Government and the Undergraduate Student be called to serve within a period of six months after completion of the aforesaid course.

(8). At the end of the satisfactory completion of the service for the period of the Agreement, this contract shall come to an end and all provisions hereof shall cease to have effect in favour of the Junior/Senior Resident/Medical Officer, etc.

(9). If and whenever any part of the sum payable by the Undergraduate Student under this Agreement shall be in arrears, the same shall be recoverable from the Undergraduate Student as an arrear of land revenue in accordance with the provisions of the Goa Land Revenue Code, 1968 (Act 9 of 1969) and the rules made thereunder.

IN WITNESS WHEREOF THE UNDERGRADUATE STUDENT AND Shri _____, Dean (Goa Medical College) to the Government of Goa, of and on behalf of the Governor of Goa, have hereunto set their hands the day and year first hereinabove written.

SIGNED BY -----
(Full name of UG Student) (Signature of UG Student)

IN THE PRESENCE OF (WITNESSES)
1. Full name & Address (Signature of witness)
2. Full name & Address (Signature of witness)

SIGNED BY : Name of Dean(GMC) Signature of Dean (GMC)

for and on behalf of the Governor of Goa in the presence of :-

Dated : Witnesses :- (1)
(2)



Government of Goa,
Public Health Department
Secretariat, Porvorim-Goa PIN 403 521

No. 1/1/2018-II/PHD/253

Dated: 25/04/2019

Sub: - Implementation of Bond service.

C I R C U L A R

In supersession of all the guidelines/instructions issued earlier, Government is pleased to issue revised Guidelines in respect of compulsory provision of Service under Bond by the students completing their study/courses through Goa Medical College & Hospital and Goa Dental College & Hospital as hereunder:-

1. The Service Bond shall be uniformly implemented for MBBS/BDS/AHS/MD/MS/PG Diploma/MDS students for a period of one year.
2. During the period of Service under Bond, no candidate shall be permitted to attend any coaching classes for entrance exams.
3. Passed out candidates from Pre and Para Clinical Departments shall work as Tutor/Demonstrator/Specialist in respective specialities either in Goa Medical College & Hospital; Goa Dental College & Hospital; Directorate of Health Services and Institute of Psychiatry and Human Behaviour for a period of one year, as the case may be.
4. Temporary exemption for the candidates serving under the Bond may be considered by the Government to pursue higher studies as specified hereunder, subject to the condition that every such candidate considered for exemption shall submit security in the form of Bank guarantee from a Nationalized/scheduled Bank as specified hereunder :-

Sr. No.	Name of the Institution	Course	Bank Guarantee Amount
1.	Goa Medical College & Hospital	MBBS/Allied Health Science Courses	Rs.5,00,000/-
		Post Graduate Degree Courses (03 years course)	Rs.10,00,000/-
		Post Graduate Diploma Courses (02 years course)	Rs.7,00,000/-
2.	Goa Dental College & Hospital	BDS	Rs.5,00,000/-
		Post Graduate Degree Courses	Rs.10,00,000/-

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5. Only following Courses of higher studies shall be considered for temporary exemption from the Bond service:-

- i. MD/MS/PG Diploma/MDS/Masters Courses in AHS for MBBS/BDS/ASH students;
- ii. D.M/M.Ch/DNB Super Specialities for pass out MD/MS students;
- iii. DNB speciality, MD/MS for pass out Post Graduate Diploma students; and
- iv. Long term fellowship Course of one year and above or higher education within India.

6. No exemption from the provision of Bond shall be granted for short term fellowship courses of less than 1 year and for attending workshop or such other training etc.

7. On temporary exemption by the Government, the Institution shall release the original documents subject to the production of Bank Guarantee as specified and notarized affidavit stating that they shall complete the remaining period of Bond service after completion of their higher studies.

8. If the candidates who had been temporarily exempted for higher studies fail to report back within the period of one month of completion of the Course, then the Bank Guarantee submitted at the time of temporary exemption shall stand forfeited to the Government without any further notice. Besides, the Bond serving candidate shall also be liable to pay the penalty as specified hereunder which shall be recovered from the sureties, in case of their default.

9. If the student resigns without completing the course and/ or fails to serve the Government under Bond, he/she shall be liable to pay the penalty amount as specified hereunder:-

<i>Sr. No.</i>	<i>Course</i>	<i>Penalty Amount</i>
1	MD/MS/Diploma/MDS	Rs. 50,00,000/-
2	MBBS/BDS/AHS	Rs. 10,00,000/-

10. At the time of admission to various courses the Students shall execute an Agreement, as specified along with two sureties of the like amount.

11. All the students/candidates shall compulsorily register with the State Medical Council on completion of internship.

12. NOC for transfer of registration from State Medical Council to any other Medical Council will not be considered unless mandatory period of Bond service is duly completed.
13. During the Bond service no Students shall be permitted to leave the country, for whatever reasons.
14. The Bond period of Undergraduate and Post Graduate courses shall not be clubbed and candidates shall have to serve the Bond period of Undergraduate and Post Graduate courses independently.
15. The above instructions shall be made uniformly applicable for all students completing their courses from Academic Year 2019-2020 onwards.
16. Implementation of Bond for M.Ch/D.M shall be subject to the decision of the Hon. Supreme Court in W.P (Civil) No. 376 of 2018.
17. Candidates serving under Bond since prior to academic year 2019-2020 and those who have completed one year of their Bond service based on their request may be considered by Government for relieving them. However, in public interest the Government may reject their request.
18. Selection and recommendation of candidates for deployment under Bond at various Government hospitals shall be decided by the committee comprising of the following:
 - 1) Addl. Secretary/Joint Secretary (Health) -- Chairman
 - 2) Dean, Goa Medical College -- Vice Chairman.
 - 3) Dean, Goa Dental College -- Member
 - 4) Director of Health Services -- Member
 - 5) I/c of Academic Section of GMC -- Member Secretary
19. This Committee shall meet at least twice a year immediately within 15 days of declaration of results of respective courses.
20. On recommendations of candidates, their appointment Orders under Bond service shall be issued by the respective Authority where such candidate have been recommended for deployment.

21. On satisfactory completion of compulsory Service under Bond, the concerned Appointing Authority shall issue such a certificate of completion of Bond service and further recommend for release of their documents by the Heads of the concerned Institutions.
22. This issues with the approval of the Government.

By Order and in the name of the
Governor of Goa.

Trupti B. Manerkar
(Trupti B. Manerkar)

Under Secretary (Health)

Copy to:-

1. The Dean, Goa Medical College and Hospital, Bambolim, Goa.
2. The Dean, Goa Dental College and Hospital, Bambolim, Goa.
3. The Director, Institute of Psychiatry & Human Behaviour, Bambolim
4. The Director, Directorate of Health Services, Panaji, Goa.
5. The Medical Superintendent, Goa Medical College & Hospital, Bambolim, Goa.
6. The Registrar, Goa Medical Council, Goa Medical College Complex, Bambolim-Goa
7. The Director of Accounts, Panaji-Goa.
8. Guard file.
9. O/c.

Goa Medical College
Bambolim-Goa
Order No. 242
Date 29/4/1992

Mr. Jethu / Ms. Sutyia / Mr. Narayan / Ms. Archana
Prepare new draft of agreement of Bond
as per above guidelines
By
21/5/1992