

EMPLOYMENT SURETY BOND

THIS DEED OF BOND IS MADE ON _____ DAY OF _____, 2022

KNOW ALL PERSON BY THESE PRESENT THAT I/WE,
Mr./Mrs./Miss _____, S/D/W/O

Mr/Mrs. _____ Residing at

_____ (hereinafter called the "Candidate") do hereby bound

ourselves and our respective heirs executors and administrators, to the

_____, District Health Society, _____ (make

sure that the employer party is same in the Agreement & this Bond) on demand of

six months' Honorarium in lieu of non-compliance of the Bond Agreement by the

Candidate (joining as "Community Health Officer (CHO)") through integrated course.

Signed and delivered this _____ Day of Month _____,

2022.

Signature _____

(Candidate)

Signature _____

(_____, District Health Society,

_____)

AND WHERE AS on his/her request, the _____ (competent Authority issuing the joining letter) at District Health Society, _____ has selected the candidate for the post of Community Health Officer (CHO) having passed/graduating in B.Sc./ Post Basic B.Sc. Nursing curriculum with integrated course in Community Health as per the terms and conditions stipulated in Annexure-I.

Now the condition of above written bond is that the Candidate shall successfully serve the District Health Society thereafter for a minimum period of Eighteen months (hereinafter referred to as the "Bond Period"), whereas if the Candidate shall serve

District Health Society thereafter for a minimum period of Eighteen months, 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 what so ever reasons or in case he/she fails to serve the District Health Society for the stipulated Bond Period thereafter, he/she shall compensate the District Health Society a recoverable amount of the six (6) months' Honorarium equivalent to ₹ 1,50,000/- (Rupees One Lakh Fifty Thousand only).

Signed on this _____ day of _____ (month), _____ (year) in the presence of the following witnesses:

Witnesses:

1. Signature _____

Name _____

Address _____

Signature _____

(Candidate)

2. Signature _____

Name _____

Address _____

NOW THE CONDITION OF OBLIGATION OF THIS EMPLOYMENT SURETY BOND

1. No Permanent Absorption

- (a) The deployment of the Candidate as Community Health Officer (CHO) will be purely on contractual/conditional basis, and the Candidate will have no right to claim for an appointment on permanent roll in District Health Society or permanent absorption. However, this clause is not applicable to candidates who are already regular employees of District Health Society on permanent roles of the State.
- (b) Contractual/Conditional placement and posting thereof to any Sub-Centre/ Health & Wellness Centre within the State, will be at the discretion of the Competent Authority.
- (c) Candidate, upon deployment as Community Health Officer (CHO), may be paid additional honorarium/incentive for the duration of his/her tenure as CHO.

2. Surety Bond

- (a) The Candidate shall sign and submit a Surety Bond in the prescribed format on ₹ 1,000/- (Rupees One Thousand only) Non-Judicial Stamp Paper at the time of joining as CHO to serve the District Health Society or at the discretion of the Competent Authority. The Candidate as CHO shall serve any other Clinic/ Hospital/Nursing centre, etc. of the State Health Department for a minimum period of eighteen (18) months.

In case the Candidate fails to serve the District Health Society for the stipulated period of eighteen (18) months, the Candidate shall become liable to compensate the District Health Society an amount equivalent to the six (6) months' Honorarium equivalent to ₹ 1,50,000/- (Rupees One Lakh Fifty Thousand only).

Further, the Candidate will be required to serve at least a month advance notice while on contractual/conditional employment, and pay compensation amount (Honorarium equivalent to six (6) months) in lieu thereof in addition to fulfilling the obligations stipulated in the employment surety bond/norms of the District Health Society.

- (b) The Candidate shall not be given release during the Bond period or during the operation of the employment surety bond for any employment elsewhere. Candidate shall not apply for employment elsewhere during the bond period thereafter, without the prior permission of the competent authority.

In case, the Candidate has already applied and/or appeared in an interview, etc. before joining the District Health Society, he/she shall not join the new organisation unless the Candidate has fully complied with the terms and conditions of the Surety Bond.

3. General

(a) The Candidate will anytime be subject to the terms 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 service period.

(b) Candidate's selection is subject to:

(i) Candidate should not be suffering from any medical disability or illness, which is likely to hamper the Candidate's selection, including posting at sub-centres/health & wellness centres. In case it is detected at a later stage that Candidate had concealed any material facts pertaining to medical status of the Candidate, the District Health Society will be forced to cancel the offer of selection.

In case of such evidence coming to light after the Candidate has joined, 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.

(c) The Postings under the District Health Society are transferable. The same reserves the right to post a Candidate at any of its sub-centres/health & wellness centres within the State, if needed.

(d) 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 concealment of any material facts.

(e) 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 District Health Society that may be in force from time to time.

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

(g) Candidate will honour and observe the District Health Society vision, mission and values at all times to maintain high esteem of the same.

4. 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 Patna, Bihar only.

*Candidates are required to put signature at the bottom right side of each page.