

NOTIFICATION

In supersession of all previous notifications issued in this regard, the Governor of Himachal Pradesh is pleased to notify PG/Super Speciality Policy for regulating admissions to various Post Graduation and Super Speciality courses in Medical Education applicable in the State of Himachal Pradesh as under:

1. Short Title

This policy may be called the 'Policy for regulating admissions to various Post Graduation and Super Specialty courses in Medical Education applicable in the State of Himachal Pradesh' in short 'PG/Super Specialty Policy'.

2. Commencement

The policy shall come to effect from the date of notification.

3. Definition

Notwithstanding anything to the contrary

- 3.1.1** 'Autonomous Institutions' shall mean AIIMS Delhi, PGIMER Chandigarh and JIPMER Puducherry to which admissions in Post Graduation are made on the basis of separate entrance examination and not NEET-PG.
- 3.1.2** 'Direct candidate' shall mean the doctor who is not claiming service benefits/ incentive benefit for pursuing Post Graduation in the State through NEET-PG and shall include candidates of State Quota (Non-GDOs)/ All India Quota.
- 3.1.3** 'Director, Dental Health Services' in short DDHS shall mean the Director, Dental Health Services, Himachal Pradesh.
- 3.1.4** 'Director, Health Services' in short DHS shall mean the Director, Health Services, Himachal Pradesh.
- 3.1.5** 'Director, Medical Education & Research' in short DME shall mean the Director, Medical Education & Research, Himachal Pradesh.
- 3.1.6** 'Field posting' shall mean the posting in various peripheral Health Institutions of the State including Primary Health Centre, Community Health Centre, Civil Hospitals, District Hospitals, Zonal Hospitals and Regional Hospitals. Teaching posts in Government Medical/ Dental Colleges of the State shall be excluded from the definition of field posting but shall include the posts of Casualty Medical Officers and Medical Superintendents.

- 3.1.7 'General Duty Officer', in short GDO shall mean the doctors under the establishment of the Director, Health Services, Himachal Pradesh and shall include the doctor appointed on regular/ contract basis.
- 3.1.8 'Government' shall mean the Government of Himachal Pradesh.
- 3.1.9 'Incentive Certificate' shall mean the certificate which shall be issued by the Chief Medical Officer and countersigned by the DHS and which shall certify the actual period served by the GDO in a particular field posting and shall be required for calculation of incentive for serving in field postings for the purpose of drawing up of State Quota Merit list.
- 3.1.10 'Medical Faculty' shall mean the doctors under the establishment of DME working as regular Assistant Professor and above in the various Government Medical/Dental Colleges of the State.
- 3.1.11 'No Objection Certificate' in short NOC shall mean the No Objection Certificate issued by the Director, Health Services, Himachal Pradesh to pursue Post Graduation and Super Speciality course as may be applicable.
- 3.1.12 'Post Graduation' shall mean the Post Graduate MD/MS/MDS/MHA/MPH/ DNB/Diploma courses or any such equivalent courses.
- 3.1.13 'Sponsorship' shall mean the payment of emoluments/pay/allowances along with due increments (if applicable) during the prescribed duration of the course of Post Graduation/Super Specialty Courses being pursued by the GDO. For all purposes, in case of a sponsored GDO, his/her Post Graduation/ Super specialty duration shall be considered on-duty. However, in case a GDO is sponsored, he/she shall not be entitled for drawing stipend during the course.
- 3.1.14 'Sponsorship Certificate' shall mean the certificate issued by the DHS after fulfilment of all the bond formalities.
- 3.1.15 'State' shall mean the State of Himachal Pradesh.
- 3.1.16 State Quota shall include the seats which are filled up through State counselling and shall include the unfilled seats of All India Quota which have been reverted to the State.
- 3.1.17 'Super specialty courses' shall mean the courses pursued after Post Graduation and shall include DM/MCh/DNB (Super Specialty) or any such equivalent courses.

4. GDO Encadrement

The cadre of GDOs shall be built up by the following two methods:-

4.1 Contractual basis

- 4.1.1 Campus Interviews shall be conducted in all the Medical Colleges by the DHS for field postings at least 3 months prior to the completion of internship and

posting orders shall be issued to willing candidates before the completion of internship.

4.1.2 Walk-in-interviews shall be held in the office of the DHS as may be decided by the Government from time to time for various field postings.

4.1.3 Those Direct Candidates who serve the state beyond the mandatory period of peripheral service shall continue as GDOs (if willing) and shall be treated as contractual candidates for all practical purposes.

4.2 Regular basis

4.2.1 The contractual GDOs may be regularized in accordance with the policy notified by the Government from time to time.

4.2.2 Recruitment may also be conducted through Himachal Pradesh Public Service Commission, Shimla on regular basis as may be decided by the Government from time to time.

5. Incentive/NOC/sponsorship for pursuing Post Graduation

5.1 Incentive for pursuing Post Graduation within the State through NEET-PG

5.1.1 There shall be no requirement for a NOC to appear in NEET-PG for any of the GDO candidates.

5.1.2 There shall be requirement of an Incentive Certificate for availing the incentive for serving in the State as a GDO provided that such Incentive Certificate shall be issued to only those GDO who have completed at least one year of uninterrupted continuous service without any break or unauthorized absence on the date of declaration of result of NEET-PG. Further provided that this Incentive Certificate shall be valid only for appearing in the State Quota counselling.

5.1.3 The application for issuance of Incentive Certificate shall be made by the desirous GDO to the concerned Chief Medical Officer under whom he/she is currently serving. The application shall be made on a prescribed format which shall be notified by the DHS separately. The concerned Chief Medical Officer shall verify the service particulars of the GDO from the maintained service record and send the Incentive Certificate for counter signature of the DHS.

5.1.4 The GDOs shall be entitled for incentive in terms of percentage of marks obtained in NEET-PG based on their services rendered in various field postings as per **ANNEXURE-A**. The percentage incentive shall be computed on pro-rata basis for the actual duration of service rendered in a particular field posting as per the following formula:

$$\text{Incentive percentage for a particular field posting} = \frac{\text{Duration served (in days)}}{365} \times \text{prescribed incentive for particular institution (annexure A)}$$

In case a particular GDO has been posted at one particular station but he is deputed for some period to another station, the actual duration served at a particular field posting will be taken into account for the calculation of incentive. This incentive shall be available to only those GDOs who are in the active service of the State in a continuous manner and for the purpose of computing the incentive, the present continuous service shall be taken into account; meaning thereby, any doctor who has served as a GDO in the past but has subsequently resigned from GDO ship shall not be eligible to avail benefit of this incentive on the basis of any previous service. Similarly, if he/she subsequently joins GDOship again, the incentive will be calculated taking into consideration the latest period of service reckoned from the date when he/she is in continuous service without any break. This incentive will be subject to maximum of 30% in terms of judgment delivered by the Hon'ble Supreme Court of India on 16th August, 2016 in Civil Appeal No.: 8047/2016- State of U.P. & Ors. Versus Dr. Dinesh Singh Chauhan and as per Medical Council of India Post Graduate Medical Education Regulations.

- 5.1.5** For the purpose of computation of incentive by the DHS, the cut off date shall be the date of declaration of NEET-PG result.
- 5.1.6** The date schedule for issuance of such Incentive Certificate shall be notified by the DME either as a part of Prospectus or separately.
- 5.1.7** No application for issuance of Incentive Certificate shall be entertained after the expiry of period mentioned in notification as per clause 5.1.6. If any GDO fails to make application before the expiry the last date prescribed for the purpose it shall be presumed that he/she is not interested in availing the benefit of the incentive.
- 5.1.8** The incentive applicable for each field posting for a particular candidate shall be calculated, summed up and rounded off to three decimal points by the DHS. The DHS shall compile the list of all candidates who have applied for issuance of Incentive Certificate alongwith their NEET-PG roll number and communicate the entitled incentive (till three decimal points) in respect of each candidate to the DME for drawing up a combined merit list in respect of GDO and direct candidates. The individual original Incentive Certificate shall be filed in the personal record of the GDO.
- 5.1.9** No incentive shall be applicable for those GDOs who are appearing for the All India counseling.

5.2 NOC/Sponsorship for pursuing Post Graduation against sponsored quota seats of autonomous institutions

5.2.1 NOC shall be issued only to GDOs desirous of pursuing Post Graduation from the autonomous institutions for appearing in their entrance examination against the sponsored quota of the autonomous institutes subject to the following conditions:-

- (a) GDO should be regular and should have three years of uninterrupted continuous services without any break or unauthorized absence. His/her service record to this effect should have been verified by the concerned Chief Medical Officer as per maintained service record. Such verification shall be obtained by the concerned GDO from the Chief Medical Officer before making application to the DHS for NOC for appearing in examination.
- (b) NOC will not be given before three years of service as required at 5.2.1(a) notwithstanding the requirement of lesser service in the prospectus of any particular autonomous institution.

5.3 Such candidates who have been granted NOC/Sponsorship for appearing in the entrance examination of autonomous institutions subject to conditions as laid down in 5.2.1 and are subsequently selected in the institutions shall apply to the DHS for relieving along with the result card. The DHS shall then complete all the formalities as prescribed in clause 6 and shall relieve the candidate only after furnishing of bond documents.

5.4 Sponsorship

5.4.1 After the counseling, the GDOs desirous of pursuing Post Graduation within or outside the State shall apply for sponsorship to the DHS. The pre-requisites for issuance of sponsorship certificate shall be the following:

5.4.1.1 For Post Graduation within the State

- a) The candidate should have applied and should have been issued Incentive Certificate prior to State counseling.
- b) Fulfilment of all formalities as per clause-6

5.4.1.2 For Post Graduation outside the State through NEET-PG/ un-sponsored quota of autonomous institutions:

- a) No GDO shall be sponsored for Post Graduation outside the state through NEET-PG or against non-sponsored quota of autonomous institutions.

- b) Such GDOs who secure admissions in Post Graduation courses outside the State through NEET-PG or against unsponsored quota of autonomous Institutions may avail leave of kind due including Study Leave/ Extra Ordinary Leave, as may be otherwise admissible as per CCS (Leave) Rules.
- c) Such GDOs who secure admissions in Post Graduation courses outside the State through NEET-PG or against unsponsored quota of autonomous Institutions shall apply to the DHS for relieving. If the candidate has sufficient leave of kind due as per clause (b) above, the same may be recommended to the Government subject to the conditions as per the leave being granted including bond period for Study Leave. If sufficient leave is not admissible as may be required for duration of the Post Graduation course, the GDO will have to resign if he/she wants to pursue the post graduation and accordingly his/her case shall be sent to the Government by the DHS alongwith recommendations.

5.5 If any GDO joins Post Graduation within or outside the state through NEET-PG exam/Autonomous Institution Entrance Examination as a direct candidate without due resignation/permission, in case of contractual GDO his/her services shall be deemed terminated and recovery shall be made as per terms of contract agreement and in case of regular GDO candidate, disciplinary proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.

6. Terms and conditions of Bond for Post Graduation

6.1 As the Government incurs substantive expenditure on each candidate for doing Post Graduation and also pays them full pay along with all allowances and seniority during the course, every GDO (regular/contract) who have been sponsored to pursue Post Graduation within the State in Government Medical/Dental colleges shall have to furnish a bond to serve the State for at least four years including mandatory first year of field posting after completion of their respective courses. Similarly, in case of GDOs sponsored for Post Graduation outside the State on sponsored quota seats of autonomous Institutions, as the Government pays them full pay alongwith increments during the course and they are not even serving the state during the course, every such GDO (regular) shall have to furnish a bond to serve the State for at least five years including mandatory first year of field posting after completion of their respective courses. Since the direct candidate who pursues Post Graduation within the State in Government Medical/Dental colleges on State/All India Quota stand on a different footing as they are not entitled to service benefits including full pay (with allowances

and increments) and chances of regularisation to which their GDO counterparts are entitled; however, keeping in view the resources expended in their education by the government including payment of stipend, every such direct candidate shall have to furnish a bond to serve the State for at least two years including mandatory first year of field posting after completion of their respective courses.

6.2 The bond as per clause 6.1 shall be in the following form:

6.2.1 All the candidates as per clause 6.1 shall furnish a bond in the form of a legal undertaking to serve the State for prescribed period failing which the candidate shall have to pay the Rs. 40 Lacs to the State Government. The candidate shall also furnish an undated cheque from a scheduled bank amounting to Rs. 40 Lacs in the name of DHS. The DHS shall be at liberty to get the cheque encashed in event of violation of the bond conditions.

6.2.2 The candidates as per clause 6.1 shall also deposit their original bachelor degree with the DHS/DDHS (in case of GDOs) and DME (in case of direct candidates). The concerned issuing University/Institution shall be informed about such retention and the candidate shall be debarred from obtaining any duplicate degree. The original bachelor degree shall be released only after completion of the Bond Period or after deposition of the requisite amount and this shall be a part of the bond agreement.

6.2.3 The candidates shall also furnish undertaking as a part of bond that they shall complete the course prescribed failing which they shall be liable to pay Rs. 10 lakhs to the State government for wastage of seat.

6.2.4 The prescribed format of the bond shall be as per **Annexure B**.

6.3 It shall be the sole responsibility of DHS/DDHS to ensure the furnishing of such documents from each GDO candidate who is being sponsored and the sole responsibility of the Principal of concerned Medical College to ensure collection of these documents at the time of admission of a direct candidate to the course. Any dereliction of duty in this end shall make the concerned liable for action.

6.4 The custodian of these three documents –Bond as legal undertaking, undated cheque and the original Bachelor's degree shall be DHS/DDHS (in case of GDOs) and DME (in case of direct candidates through Principals of respective colleges). Two months before the tentative completion of the Post Graduation in every Medical/Dental College, the DHS/DDHS shall conduct walk in interview in the concerned college and shall take options from all those candidates who are bonded to serve the state. Simultaneously, the DHS shall take over the custody of the documents including the Bond agreement, undated cheque and Original Bachelor degree in respect of direct candidates. The field posting orders of such candidates shall be issued by the DHS/DDHS within a month of declaration of PG results and successful clearing of the



PG Exams subject to vacancy. The concerned Principals shall relieve the candidates (including GDOs and direct candidate) only after successful completion of the course with the direction to report to the DHS.

- 6.5 In no case, NOC will be granted for second Post Graduation course/Super Specialty course/Senior Residency to any candidate during the mandatory period of service of the State after first Post Graduation.
- 6.6 The following shall constitute a violation of the bond to serve the state as outlined in Clause 6.1
 - 6.6.1 Failure to join the given field posting within 10 days of issuance of orders.
 - 6.6.2 Putting in request for EOL/Study leave/request for NOC during the mandatory period of service of the State.
 - 6.6.3 Putting in request for Senior Residency within the mandatory first year of field posting.
- 6.7 In the event of a candidate violating the terms of bond as outlined in clause 6.6, the following actions shall be initiated by the DHS:
 - 6.7.1 The salary paid to the candidate during sponsorship shall be recovered through due process of law.
 - 6.7.2 The bond amount shall be recovered through due process of law. The cheque submitted by the candidate as a part of bond documents shall be en-cashed.
 - 6.7.3 Initiation of disciplinary proceedings against the GDO candidate.
 - 6.7.4 The original bachelor degree shall not be returned and endorsement shall be made to the concerned University thereof.
 - 6.7.5 Cancellation of registration from the concerned Medical Council.
- 6.8 **Exceptions:** The condition of bond shall not be applicable in case of Direct candidate in the following scenarios:
 - 6.8.1 Those direct candidates who do not choose to take any stipend during the post graduation in the state. Such candidates shall furnish such option on a prescribed affidavit before the start of course.
 - 6.8.2 Those direct candidate in whose case the Government/DHS/DDHS fails to issue any orders for field postings within a month of their clearing the PG Exams. However, the DHS/DDHS would be answerable to the Government for this lapse.

7. Remuneration during Post Graduation

- 7.1 GDOs appointed on contract basis and sponsored for pursuing post graduation within the State as per clause 5.3 shall be paid the contractual salary as per their contract agreement.

7.2 Regular GDOs sponsored for pursuing post graduation within the State and outside the State on sponsored quota seats of autonomous Institutions as per clause 5.3 shall be treated on duty during the prescribed period of Post Graduation and he/she shall be paid the regular pay, allowances including increments for such prescribed period. In case, the sponsored GDO is not able to complete the Post Graduation within the prescribed time period, the extra period spent during Post Graduation beyond the prescribed period may be regularized against the leave of kind due. If there is no sufficient leave of kind due in his/her credit, that period shall be treated as EOL and the payment made to the person for this period shall be recovered from the candidates.

7.3 Direct candidates shall be paid stipend as applicable to them subject to the exception, if chosen for, as per clause 6.8.1.

8. Remuneration during the mandatory field posting

8.1 The regular GDO shall continue to draw the emoluments and pay admissible to him/her with due allowances and increments during the period of mandatory field posting.

8.2 The contractual GDO shall continue to draw the salary as admissible to him as per terms of the contract.

8.3 The Direct candidates shall draw salary at the rate as admissible for contract and shall be treated as contractual GDOs for all practical purposes during the period of mandatory field posting. However, if the direct candidate subsequently joins as Senior Resident in any of the Medical Colleges after completion of mandatory first year of field posting, he shall draw the pay as prescribed for a Senior Resident.

9. Terms for leaving Post Graduation course midway

9.1 If the GDO's who have been granted sponsorship for pursuing Post Graduation within the State or outside the State, leaves the Post Graduation course midway, he/she shall be debarred to re-appear in any entrance examination for Post Graduation for the next five years within and outside the State of Himachal Pradesh. The period of five years for the purpose of de-barring shall be reckoned from the date of leaving the course midway.

9.2 In addition to this, for those GDO's who leave post graduation course mid way, the period spent in the Medical Colleges during Post Graduation may be regularized against the leave of kind due. If there is no sufficient leave of kind due in his credit that period may be treated as EOL and the payment made to the person for this period shall be recovered from the candidates. In addition to this, the GDO shall have to pay Rs. 10 Lakhs in event of leaving the course midway as per terms of the bond.

9.3 In case of direct candidates who leave the course midway, they shall have to pay Rs. 10 lakh to the State Government as per the terms of the bond. Information in respect of such cases shall be sent to the DHS by the concerned Principal along with bond and other documents.

10. Terms for second Post Graduation Course

The GDOs who have been sponsored to pursue Post Graduation within or outside the state earlier and who are desirous of pursuing a second Post Graduation Course shall be governed by the following conditions:

- 10.1 The GDOs who have completed PG Degree in one specialty shall not be granted sponsorship/NOC for pursuing PG Degree in any other specialty. However, such candidates may pursue their second PG degree course only after the grant of EOL by the Government as per CCS Leave Rules.
- 10.2 The GDOs who have completed PG Diploma/DNB in one specialty may be given NOC for pursuing PG Degree in the same specialty, only after serving the state for at least five years (either in field postings or in Government Medical/Dental Colleges) after completion of PG Diploma/DNB.
- 10.3 The GDOs who have completed PG Diploma/DNB in one specialty shall not be granted NOC for pursuing PG Degree/DNB/Diploma in any other specialty. However, such candidates may pursue their second PG degree course only after the grant of EOL by the Government as per CCS (Leave) Rules.
- 10.4 Any GDO who is not fulfilling the condition of minimum required service to be sponsored as Post Graduate Candidate within or out of the state shall have to resign on their selection against direct/open seats before joining such courses. And if he/she joins Post Graduation without getting NOC from the Government or without submitting his/her resignation, in case of contractual GDO his/her services shall be deemed terminated and recovery shall be made as per terms of contract agreement and in case of regular GDO candidate, disciplinary proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.

11. NOC and Sponsorship for pursuing Super Specialty courses

11.1 NOC/Sponsorship for GDOs

- 11.1.1 There shall be no requirement of NOC for appearing in the All India NEET-Super Specialty or any other Entrance Examination to the Super specialty courses prescribed except for appearing against the Sponsored quota seats of the autonomous Institutions.

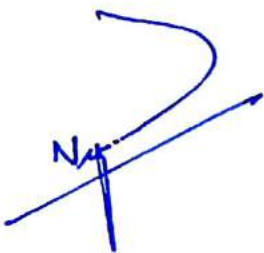


11.1.2 Since the state needs the services of super specialists to improve the health care facilities within the state, the state would offer sponsorship to candidates who wish to pursue super specialty courses, subject to following conditions:

- a) GDO seeking sponsorship should be regular and should have completed the mandatory service of the State after Post Graduation as per clause 6.1 if the candidate had pursued post graduation earlier as a sponsored candidate.
- b) Those candidates who had initially joined as Direct Candidates but subsequently turned GDO or those who have joined GDOship after doing Post Graduation from elsewhere shall be considered for sponsorship to Super speciality courses subject to the condition that the GDO should be regular and should have served the State for at least three years including one year of mandatory field posting.
- c) In case of GDOs, who fulfil the conditions as laid down at clause (a) and (b) above, and have cleared NEET-SS or any such prescribed examination including unsponsored seats of Autonomous Institutions shall apply to the DHS for Sponsorship and shall be relieved after fulfilment of formalities as prescribed at Clause 11.3.
- d) In case of GDOs, who wish to pursue the Super Specialty courses on sponsored seats of autonomous institutions, NOC shall be granted only subject to fulfilment of clause 11.1.2(a) and (b), notwithstanding the requirement of lesser/greater service in the prospectus of any particular autonomous institution.
- e) Such candidates who have been granted NOC as prescribed at Clause (d) above and have been subsequently selected to pursue the Super Specialty course against sponsored quota of autonomous Institutions shall apply to the DHS for relieving and shall be relieved after fulfilment of formalities as prescribed at Clause 11.3.

11.1.3 There shall be no annual capping on the number of sponsored seats for Super Specialty courses.

11.1.4 Any GDO who is not fulfilling the condition of minimum required service to be sponsored as Super Specialty Candidate within or out of the state shall have to resign and complete the obligation of the bond on their selection against direct/open seats before joining such courses. And if he/she joins Super Specialty course without getting NOC/sponsorship from the Government or without submitting his/her resignation, in case of contractual GDO his/her services shall be deemed terminated and recovery shall be made as per terms of contract agreement and in case of regular GDO candidate, disciplinary



proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.

11.2 NOC/Sponsorship for Medical Faculty

11.2.1 The State shall also allow the regular medical faculty to pursue Super Specialty courses for career progression and providing better services to the patients of the State. However sponsorship shall only be available for the sponsored quota seats of Super Specialty courses in autonomous institutions.

11.2.2 The conditions of sponsorship for medical faculty shall be the following:

- a) The Medical faculty should be regular.
- b) He/she should have served for a minimum period of three years in the Medical College as Assistant Professor or above.
- c) He/she should be occupying a post which is over and above the MCI requirement for running of Under Graduate/Post Graduate courses in the concerned institutions. For instance if as per MCI requirement two posts of Assistant Professors are required in Department of Medicine in a particular institutions and the candidates who is seeking sponsorship is one amongst the only two Assistant Professors available, he/she will not be given the benefit of the Sponsorship in any case. However, if there are three or more Assistant Professors working against the sanctioned strength, which is more than the MCI requirement, sponsorship may be granted on a first come first serve basis.

11.2.3 The DME shall be competent to sign the Sponsorship certificate on the behalf of the Government subject to fulfilment of conditions as outlined at clause 11.2.2 above and clause 11.3 below.

11.2.4 In the event of selection of the applicant who has been issued sponsorship certificate, the post which the incumbent was occupying before leaving for the course shall remain vacant and the incumbent shall join back on the same post after completion of Super Specialty course. The medical faculty candidate who has successfully completed the course and joined back the Medical Education Department shall be entitled for seniority of the prescribed duration of the course in the same department. However, any formal designation/promotion shall happen only once the candidate joins back. In case, the incumbent wants to join against available entry level vacancy in the super specialty department, he/she shall be allowed to join. However, in no case shall the incumbent be allowed to occupy the higher post in the Super Specialty department and his services in that department shall be counted from the date of actual joining for the purpose of seniority/promotion etc.

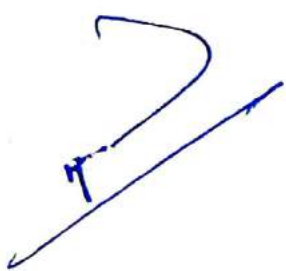
11.2.5 In case any candidate of the regular medical faculty wants to appear for/pursue Super Specialty through NEET-Super specialty examination or the unsponsored quota seats of autonomous institutions, he/she may avail leave of kind due including study leave. However, in case sufficient leave is not admissible, the candidate will have to resign from the post and the post shall be deemed vacant for all purposes. And if he/she joins Super Specialty course without getting NOC/sponsorship from the Government or without submitting his/her resignation, disciplinary proceedings shall be initiated besides writing to the concerned Head of Institute for cancellation of the admission.

11.3 Terms and Conditions of Sponsorship for Super Specialty courses

11.3.1 As the Government incurs substantive expenditure on each candidate for doing Super Specialty and also pays them full pay during the course, every GDO (regular) who have been sponsored to pursue Post Super Specialty within the State in Government Medical/Dental colleges shall have to furnish a bond to serve the State for at least five years after completion of their respective courses. Similarly, in case of GDOs/ medical faculty sponsored for Super Specialty outside the State (including sponsored quota seats of autonomous Institutions), as the Government pays them full pay alongwith increments during the course, every GDO (regular)/ medical faculty who has been sponsored to pursue Super Specialty outside the State shall have to furnish a bond to serve the State for at least seven years after completion of their respective courses. Similarly, as the Government expends huge resources in the education of Direct candidates including payment of stipend, every direct candidate who pursues Super Specialty within the State in Government Medical/Dental colleges shall have to furnish a bond to serve the State for at least three years after completion of their respective courses.

11.3.2 The categories of Super Specialty students (GDO/direct) shall furnish bond as per detail below:

- a) The candidates shall furnish a bond in the form of a legal undertaking to serve the State for prescribed period failing which the candidate shall have to pay the Rs. 60 Lakhs to the State Government. The candidate shall also furnish an undated cheque from a scheduled bank amounting to Rs. 60 Lacs (Sixty lacs) in the name of DHS (in case of GDOs) and or DME (in case of medical faculty/direct candidates). The DHS/DME shall be at liberty to get the cheque encashed in event of violation of the bond conditions.



- b) The candidates shall also furnish undertaking as a part of bond that they shall complete the course prescribed failing which they shall be liable to pay Rs. 15 lakhs to the State government for wastage of seat.
- c) The prescribed format of the bond shall be as per **Annexure B**.

11.3.3 The general conditions including violation and procedure to be adopted shall be same as outlined in Clause 6, unless otherwise prescribed in this clause.

11.4 For leaving the course midway

11.4.1 The GDOs, who leave the DM/ MCh Super Specialty Course midway either within the State or outside the State of HP, shall stand debarred to re-appear as a sponsored candidate for pursuing DM/ MCh Super Specialty Course for next five years, for both within the State and outside the State of HP. The period of five years for the purpose of de-barring shall be reckoned from the date of leaving the course midway.

11.4.2 In case, the GDO who has been sponsored and treated as on duty (with full pay and allowances), leaves the course midway, the period involved shall be converted into/debited from Leave of Kind Due standing in his credit on the date on which he proceeded to join such course. If there is no sufficient leave of kind due in his credit that period may be treated as EOL and the payment made to the person for this period shall be recovered from the candidates. In addition to this, the GDO shall have to pay Rs. 15 Lakhs in event of leaving the course midway as per terms of the bond.

11.4.3 In case of direct candidates who leave the course midway, they shall have to pay Rs. 15 lakh to the State Government as per the terms of the bond. Information in respect of such cases shall be sent to the DME by the concerned Principal along with bond documents.

12. Miscellaneous:

12.1 For the purpose of incentive, this Policy shall be applicable henceforth; meaning thereby the GDOs who have served in field postings in the past will be awarded incentive as per previous Notification dated 20-03-2017 (and amended from time to time) and any GDO who is serving/will serve in any field posting will be entitled for incentive as prescribed in this Policy from now onwards.

12.2 Keeping in view deficiency of Doctors in the peripherals postings and the problems being faced by the Resident doctors pursuing Post Graduation in various colleges of the State, this Policy shall be applicable to every candidate pursuing post graduation (irrespective of year of joining) and all such candidates shall have to furnish a Bond as per this Policy and they shall also be entitled to avail concessions in this Policy like in terms of mandatory service and relaxation in FDR vis-à-vis previous policy in this

regard. All such candidates shall within one month of the notification of the policy, submit bond as per this policy and the FDR shall be returned to the respective candidates thereafter. If any candidate fails to do so, the FDR already submitted shall be forfeited and appropriate action shall be initiated against the defaulting candidate.

12.3 The State Government reserves the right to alter/amend any provision in the PG Policy at any time/from time to time.

By Order

Sd/-

(R D Dhiman)
Additional Chief Secretary (Health) to the
Government of Himachal Pradesh

Endst. No.: As above Dated: Shimla-2 the 27/02/2019

Copy for information and necessary action is forwarded to:-

1. The Under Secretary (GAD) to the Government of Himachal Pradesh w.r.t. item No. 49, Cabinet meeting dated 08/02/2019 and item No. 33, Cabinet meeting dated 18/02/2019 for information please.
2. The Deputy Secretary (Health) to the Government of Himachal Pradesh.
3. The Director Medical Education & Research, Himachal Pradesh, Shimla-9.
4. The Director, Health Services, Himachal Pradesh, Shimla-9.
5. The Director, Dental Health Services, Himachal Pradesh, Shimla-9.
6. The Principal, IGMCM, Shimla.
7. The Principal, Dr. RPGMC, Tanda.
8. The Principal, Dr. YSPGMC, Nahan.
9. The Principal, Pt. JLN GMC, Chamba.
10. The Principal, SLBSGMC Mandi at Ner Chowk.
11. The Principal, Dr. RKGMC, Hamirpur.
12. The Principal, H.P. Government Dental College, Shimla-1.
13. Concerned Assistant for uploading the same to e-Rajpatra/e-Gazette, Government of Himachal Pradesh.
14. Concerned Assistant for uploading the same to website of Department of Health & Family Welfare/Department of Medical Education, Himachal Pradesh.
15. Guard File.

Nepun
27/2/19
(Dr. Nipun Jindal)
Special Secretary (Health) to the
Government of Himachal Pradesh

ANNEXURE A

Incentive percentage for GDOs for doing Post Graduation Course through NEET-PG within the State of Himachal Pradesh

Category	Name of District	Medical Blocks/ Health Institutions under the areas	Area wise percentage incentive for one year of service
A	Chamba	Pangi	10
	Lahaul & Spiti	Whole District	
	Kinnaur	Pooh	
	Shimla	Area within Dodra Kwar sub-division of Chirgaon Medical Block	
B	Chamba	Bharmour, Kihar and Tissa	8
	Kinnaur	Sangla & Nichar except CHC Bhabanagar & RH Reckong Peo	
C	Kinnaur	CHC Bhabanagar of Nichar Block, RH Reckong Peo	6
	Shimla	Chirgaon and Nerwa	
	Mandi	Janjehli, Chhohar Valley of Padhar Medical Block	
	Sirmour	Shillai and Sangrah	
D	Kullu	Anni and Nirmund (Except CH Nirmund)	4
	Mandi	Bagsaid (except CH Gohar) and Sandhole (except CH Dharampur)	
	Chamba	Phukhari, Choori, and Samote.	
	Sirmour	Rajgarh (Transgiri Area)	
	Kangra	Mahakal	
	Shimla	Nankhari and Tikker	
E	All Districts	Other Medical Institutions of the State (excluding the above and below). (A, B, C, D & F)	2
F	All	All urban areas	0

AGREEMENT BOND

THIS DEED OF BOND IS EXECUTED AT _____ ON THIS DAY OF _____ BETWEEN CANDIDATE (hereinafter to be referred as first party) AND GOVERNOR, STATE OF HIMACHAL PRADESH through _____ (hereinafter to be referred as SECOND PARTY)

The details of the FIRST PARTY are as under:

NAME: _____

S/O, D/O, W/O: _____

RESIDING AT (PERMANENT ADDRESS):

(TEMPORARY ADDRESS):

LAND LINE PHONE NO: _____

MOBILE NO: _____

E-mail address: _____

AADHAR NO.: _____

WHEREAS the FIRST PARTY had applied for admission to _____ course and the FIRST PARTY has been selected in the said course.

WHEREAS the FIRST PARTY is agreed to complete the duration of the _____ course and on such failure of not completing the prescribed duration of the course of _____ years, the FIRST PARTY shall forthwith pay a sum of Rs. _____.

WHEREAS the FIRST PARTY is agreed to serve the Government of HP for a period not less than _____ years after successful completion of the _____ course and on such failure of not completing the full Bond period of _____ years, the FIRST PARTY shall forthwith pay a sum of Rs. _____.

WHEREAS, the FIRST PARTY shall be paid the stipend/full pay admissible with entitled allowances during the duration of the _____ course by the SECOND PARTY and the FIRST PARTY shall be treated as on duty for all practical purposes.

AND WHEREAS, the FIRST PARTY has agreed to execute the bond with 2 sureties/guarantors (out of which one is guardian of the FIRST PARTY and the Second guarantor is an Income Tax assessee) to stand guarantee for the above said amount of Rs. _____.

NOW THE DEED OF INDEMNITY BOND WITNESSESS AS FOLLOWS:

1. The FIRST PARTY appreciates that the stipend/full pay alongwith allowances payable to the first party belongs to the public exchequer and that the first party is morally and ethically bound to serve the poor and needy people of the State after the completion of the course for which the First Party has been sponsored. The first party agrees that in the event of non-completion of full bond period, the first party shall be liable to be sued in the competent Court of Law for recovery of full Bond money alongwith penal interest.
2. The first party has agreed to complete the prescribed duration of the course of _____ years. The FIRST PARTY also agrees that in the event of default the first party shall pay forthwith a sum of Rs. _____ along with interest @ 18% per annum and the salary drawn to the SECOND PARTY.
3. The first party has agreed to serve the State of Himachal Pradesh for a period of _____ years after the successful completion of said course. The FIRST PARTY also agrees that in the event of default the first party shall pay forthwith a sum of Rs. _____ along with interest @ 18% per annum and the salary drawn to the SECOND PARTY. The First Party agrees to submit an undated cheque of the said amount at the time of signing of this bond.
4. For the aforesaid amount of Rs. _____, the first party has brought two sureties/guarantors and it has agreed that the same shall stand alive till successful completion of the BOND period. OR in the event of such default till payment of Rs. _____ to the SECOND PARTY.
5. The first party agrees that till the successful completion of the period of _____ years service with the Government of Himachal Pradesh or till the payment of Rs. _____ including fulfillment of any other obligation as may be prescribed by this bond, the certificates relating to Bachelor Degree of the first party shall be in the custody of the SECOND PARTY and the first party shall not make any attempt to obtain duplicate degree from the issuing University/Institute, and if it makes any application to such effect, it would amount to fraud with the second party.
6. The first party agrees to abide by the PG policy notified by the SECOND PARTY in letter and spirit and the provisions mentioned therein shall be applicable to the FIRST PARTY in to-to.

AND to ensure the discharge of obligations by the FIRST PARTY as prescribed by this bond, 1. _____ (guardian of the FIRST PARTY) and 2. _____ (an income tax assessee), have agreed to act as sureties/guarantors and execute the bond as per conditions prescribed herein. The sureties/guarantors aforesaid making such payment, the above written bond shall be void and be of no effect, otherwise it shall remain in force and virtue.

PROVIDED always that the liability of the sureties/guarantors hereunder shall not be impaired or discharged by reasonable time being granted or by any forbearance, act or omission of the Government or any person authorized by them (Whether with or without the consent knowledge of the sureties) nor shall it be necessary for the Government to sue the First Party before suing the sureties or any of them for amount due hereunder.

ACCEPTED

For and on behalf of any of the order and direction of the Government of Himachal Pradesh

Signed and Dated at _____ on this the _____ day of _____.

Signed and delivered by the FIRST PARTY _____.

Signature of the Candidate _____

Surety/Guarantor 1

Signature _____

Name: _____

Address: _____

PAN No. _____

Aadhar No. _____

Surety/Guarantor 2

Signature _____

Name: _____

Address: _____

PAN No. _____

Aadhar No. _____

Date :

Place :

Principal _____ Medical College/DHS

Witnesses

Signature

First Party:

1. _____

- _____
- _____
- _____
2. _____
- _____
- _____
- _____

Second Party:

1. _____
- _____
- _____
- _____
2. _____
- _____
- _____
- _____

PROFORMA:

1. Name of the Candidate: _____
2. Name of the Institution and place where he has worked last: _____
3. Designation: _____
4. Name of the PG Course: _____
5. Duration of the Course: _____
6. Date of joining the Course: _____
7. Whether Service / Non service candidate: _____
8. If service candidate, date of joining in-service: _____
9. Total service prior to joining the course: _____
10. Permanent address: _____

DECLARATION

I hereby declare that the above particulars are true to the best of my knowledge and I have executed the prescribed bond. If the particulars furnished above are incorrect, I will remit back the stipend amount paid to me with full interest thereon as specified by the Government from to time. Further I declare that I will not claim my original certificates till I fulfill my bond conditions as I have executed.

Date: _____

Place : _____