



THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত

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No. 17 Dispur, Thursday, 12th January, 2012, 22nd Pausa, 1933 (S.E.)

GOVERNMENT OF ASSAM

ORDERS BY THE GOVERNOR

HEALTH & FAMILY WELFARE (B) DEPARTMENT

NOTIFICATION

The 11th January, 2012

No. HLB.400/09/58.— The Governor of Assam is hereby pleased to make the following rules, further to amend the Assam Medical Colleges (Regulation of Admission of Post Graduate Course) Rules, 2006, hereinafter referred to as the principal Rules, namely :-

Short title, Commencement and application	1	<p>(1) These rules may be called the Assam Medical Colleges (Regulation of Admission to Post Graduate Courses) (Amendment) Rules, 2012.</p> <p>(2) They shall come into force on the date of their publication in the official Gazette.</p> <p>(3) They shall be applicable to regulate the admission of students into the Post Graduate Degree/Diploma Courses in the Medical Colleges of Assam and shall cover the academic session from 2012.</p>
Amendment of Rule 4	2	<p>In the principal rules, in rule 4,-</p> <p>(i) in sub-rule (3),-</p> <p>(a) for clauses (i), (ii) and (iv), the following shall be substituted, namely:-</p> <p>“(i) Five seats in Degree Courses with a maximum of Two seats in a subject shall be reserved for the teachers belonging to the Medical Colleges of Assam in each session. The teachers shall be eligible for making application for allotment of teachers quota seats in the subjects where they are already working. If any of the Teacher’s quota seat is not filled up due to non-availability of an eligible candidate in a particular year, then the vacant seat shall be filled up by candidates from the merit list of Post Graduate Entrance Examination of the respective year in order of merit.</p> <p>(ii) For the purpose of allotment of the teachers quota seats the Joint Director of Medical Education, Assam cum Member Secretary of Selection Board shall invite applications from the teachers belonging to the Medical Colleges of Assam through their respective Principals before starting the counseling for the session. The selection of the candidates from the applications for the seats reserved under this Quota shall be made by a Selection Board consisting of the Principals of the Medical Colleges of Assam as Members and Director of Medical Education, Assam as the Chairman and the Joint Director of Medical Education, Assam as Member Secretary, on the basis of seniority cum merit. The interse seniority of the candidates shall be determined as per APSC nomination and Government rule in this regard. The interse-merit of the candidates under this quota shall be judged on the basis of percentage of marks obtained in all the three MBBS Examinations and in case of equal marks, marks of Final MBBS shall be considered for interse merit and in case of equal marks of Final MBBS, marks of Second MBBS shall be taken into account;</p> <p>(iv) The teacher selected for admission under this quota shall enter into an agreement with the Government in the format as in Appendix-II indicating that on completion of the Post Graduate Courses he/she shall be bound to serve the State Government for at least ten years and in breach thereof shall be bound to pay the Govt. a sum of Rs.20.00 lakhs as compensation.”;</p> <p>(b) clause (vi) shall be deleted;</p> <p>(ii) in sub-rule (4),-</p>

		<p>(a) for clause (i), the following shall be substituted, namely:- “(i) 23 (twenty three) seats (6 in Degree and 17 in Diploma) shall be reserved in each session for the doctors appointed in the State Health Services on regular basis on the recommendation of the Commission and who have completed five years or more service in rural areas. However, for counting the experience of 5(five) years of service in rural areas, period of working under regulation 3(f) of the Assam Public Service Commission (Limitation and Functions) Regulation, 1951 or service under any Society/ Agency created by the State Government or National Rural Health Mission shall also be counted. The applicant must complete the required period of service in rural areas on or before 31st May of the year of admission and a certificate to this effect shall be submitted in the format at Appendix-III along the application form for Post Graduate Entrance Examination.”;</p> <p>(b) for clause (v), the following shall be substituted, namely:- “(v) The Doctors selected for admission under the State Health Services Quota seats except those in rule 4(4)(vi) shall enter into an agreement with the Government in the format as in Appendix-II indicating that on completion of the Post Graduate Courses he/she shall be bound to serve the State Government for at least 10(ten) years and in breach thereof shall be bound to pay the Government a sum of Rs.20.00 lakhs as compensation.”;</p> <p>(c) after existing clause (v), the following shall be inserted, namely:- “(vi) Out of the said 17(seventeen) Diploma seats of State Health Quota under clause (i), 3(three) seats in the subject of Anaesthesiology shall be offered to the candidates who opt to serve in Hailakandi District, Karimganj District and Majuli Sub-division for a period of at least 10(ten) years after passing the Post Graduate Diploma Course. Further, 2(two) seats in the subject of Obstetrics and Gynaecology shall be offered to the candidates who opt to serve in Hailakandi District and Majuli Sub division for a period of at least 10(ten) years after passing the Post Graduate Diploma Course. They shall bind themselves by an agreement to serve the State Government as mentioned above or in breach thereof to pay a sum of Rs.25.00 lakhs (Rupees twenty five lakhs) only to the Government as compensation. They will enter into an agreement with the Government to this effect as in Appendix-II.”</p>
Amendment of Rule 5	3	In the principal rules, in rule 5, sub-rule (B), sub-rule (C), clauses (vii) to (xv) of sub-rule (D), sub-rule (E) and sub-rule (G) shall be deleted.
Amendment of Rule 6	4	<p>In the principal Rules, in rule 6,-</p> <p>(i) in clause (vi) -</p> <p>(a) for the words “A candidate prior to his appearance in the Post Graduate Entrance Examination”, the words “A candidate seeking admission in the Post Graduate Course, on or before 31st May, 2012.” Shall be substituted;</p> <p>(b) in the first proviso, the punctuation mark “:” shall be omitted and</p>

		<p>thereafter the following shall be inserted, namely:- “and shall have to serve under the Government for the period as stipulated in the said Office Memorandum on or before 31st May, 2012.”;</p> <p>(ii) after clause (vii), the following new clause (viii) shall be inserted, namely:- “(viii) Clauses (vi) and (vii) of this rule shall be applicable only for the academic session 2012 and notwithstanding anything contained in these two clauses, those candidates seeking admission in the Post Graduate Courses under the State Quota seats, for the academic session 2013 and onwards shall have to serve in Rural Areas under the Government of Assam or any Society/ Agency created by the State Government or NRHM at least for a period of one year on or before 31st day of May of the year of admission.”</p>
Amendment of Rule 7	5	<p>In the Principal Rules, in rule 7,- (i) in sub-rule (2), clause (e) and (f) shall be deleted; (ii) for sub-rule (10), the following shall be substituted, namely:- “(10) The candidate shall be required to deposit the necessary counseling fees, as may be decided by the Government from time to time, at the time of Counseling in cash to the Director of Medical Education, Assam. The Director of Medical Education, Assam shall utilise the amount so collected as counseling fees for conduct of Counseling process. The necessary examination fees shall be fixed by the Examination Conducting Authority from time to time.”</p>
Amendment of Rule 12	6.	<p>In the principal Rules, for rule 12, the following shall be substituted, namely:- “12. AGREEMENT. - After being selected the candidates admitted under State Quota seat including candidates of Teachers Quota and State Health Service Quota shall execute a duly registered agreement on a non-judicial stamp paper of the value of Rs.100/- (Rupees one hundred) only in the format as appended in Appendix-II. The students who take admission in Post Graduate Courses under All India Quota in the Medical Colleges of Assam and are desirous to receive stipend awarded by the Government of Assam shall have to enter into an agreement as executed by the State Quota Candidate (as in Appendix II) binding himself/ herself to serve under the Government of Assam for a period of 10 years on completion of Post Graduate Course and in breach thereof to pay a sum of Rs.20.00 lakhs only to the Government as compensation and deliver the same to the Government. However, if any student from All India Quota does not want to receive the stipend, he/she shall be exempted from the purview of this agreement.”</p>

Amendment of Rule 13	7	In the principal Rules, in rule 13, after the existing sub-rule (d), the following sub-rule (e) shall be inserted, namely:- “(e) The Post Graduate student of the Medical Colleges of Assam shall have to pay the necessary tuition fees etc. as decided by the Government from time to time.”
Amendment of Rule 14	8	In the principal Rules, in rule 14, in clause (v), for the word “Bond”, the word “Agreement” shall be substituted.

SMTI. M. HAGJER BARMAN, IAS
Secretary to the Govt. of Assam,
Health & Family Welfare (B) Department,
Dispur, Guwahati-06.

APPENDIX -II
(DEED OF AGREEMENT)

THIS DEED OF AGREEMENT is made on this day of 20.... between the State of Assam, Health and Family Welfare Department to be represented by Sri S/O aged about Years, presently holding the post of in the Health and Family Welfare Department, hereinafter to be referred as the **First Party**.

-And-

Dr. S/O aged about Years, R/O, Dist....., Assam hereinafter referred as **Second Party**.

WHEREAS the **Second Party** has obtained MBBS Degree from Medical College and Hospital and now intending to take admission in Post Graduate Course in the Medical Colleges of Assam, namely at

AND WHEREAS the **Second Party** shall bear only the admission fees, hostel fees, and other charges for the course and the **First Party** shall give the monthly stipend to the **Second Party** during the period of the course.

AND WHEREAS the State of Assam shall incur huge revenue from State Exchequer for the purpose of imparting education to the **Second Party** in pursuing the P.G. Course in a State Medical College in Assam.

AND WHEREAS in the interest of public service, the **First Party** has decided to give admission to the **Second Party** in the Post Graduate Courses at Medical College Hospital in the State of Assam and shall bear the expenses of his/her education, other than the admission fees, hostel fees and other charges, in pursuing the said course.

NOW, THERE OF THIS AGREEMENT WITNESSES THE FOLLOWING TERMS AND CONDITIONS:

1. That after completion of his/her Post Graduate Course, the **Second Party** shall serve the State Government for a minimum period of 10(ten) years upon offer of appointment in any State Government Service in the Health and Allied sector including agencies/ institutions under NRHM and/or any other State/Central Government sponsored Scheme/s or in any part of the State.
2. That the **First Party** shall have the authority to utilize the service of the student i.e., the **Second Party** in any Hospital/ Medical Institution within the State of Assam where is necessity of a specialist in the interest of public service.
3. That the **Second Party** shall be governed by the Assam Medical Colleges (Regulation of Admission to Post Graduate Courses) Rules, 2006 amended upto 2012.
4. That in case of any breach of the terms and conditions as stated hereinabove, the **Second Party** shall be liable to pay an amount of Rs.20 lakhs (Rupees twenty lakhs) only [Rs.25 lakhs (Rupees twenty five lakhs) only for those admitted under Rule 4(4)(vi)] as compensation to the **First Party**, i.e., the Government of Assam, Health and Family Welfare Department on account of the expenses borne for the Second Party in pursuing the P.G. Course.
5. That, in case of failure to pay the compensation as mentioned above, the **First Party** shall be at liberty to file a Money Suit and/or to take any other appropriate legal action against the **Second Party** in the competent court to recover the same at the risk and cost of the **Second Party**.

IN WITNESS WHERE OF the parties hereto have signed, sealed and delivered these presents on the day, month and year mentioned above.

Witnesses:

(Signature of the First Party)

1.

2.

(Signature of the Second Party)