



GOVERNMENT OF KE

Abstract

Health & Family Welfare Department – Medical Education Service – Academic – MBBS and BDS admission 2015-16 in the Member Colleges of the Kerala Christian Professional College Management Federation – Sanction accorded - Orders issued.

HEALTH & FAMILY WELFARE (S) DEPARTMENT

GO(Rt)No.1623/2015/H&FWD Dated, Thiruvananthapuram, 30.05.2015

Read:- 1. Agreement entered into with Kerala Christian Professional College Management Federation

ORDER

Government have entered into an agreement with Kerala Christian Professional College Management Federation for MBBS and BDS admission 2015-16 in the Member Colleges as listed below with the terms and conditions hereunder:

1. Pushpagiri Institute of Medical Sciences & Research, Thiruvalla-689101
2. Amala Institute of Medical Sciences, Amala Nagar PO, Thrissur-680555
3. Jubilee Mission Medical College & Research Institute, Thrissur- 680005
4. Malankara Orthodox Syrian Church Medical College, Kolenchery-682311
5. Pushpagiri College of Dental Sciences, Thiruvalla – 689101

TERMS AND CONDITIONS:-

1. 50% of the total seats in the member colleges will be filled up by the Managements as allotted by the Commissioner for Entrance Examinations (CEE) from the list prepared by the CEE on the basis of merit of students who have qualified themselves in the relevant Entrance Examinations in accordance with merit and reservation principles followed by Government from time to time. The remaining 50% seats will be filled up by the Managements of the member colleges. Of this 50%, 35% of the total seats are filled up by the Managements and 15% of the total seats are reserved for the Non Resident Indian (NRI) category.
2. The Educational Agency shall fill up 50% of the total seats from among

students who satisfy the prescribed criteria of academic eligibility for admissions. The Educational Agency shall admit and fill up 35% seats from the applications received by the Educational Agency in the order of the merit as detailed in paragraph 16.

3. Nothing in this Order shall be deemed as a surrender of the unconditional right of the Federation or the member colleges regarding admission of students in all the seats in the colleges.
4. The Managements are entitled to fill up 15% seats in the Non Resident Indian (NRI) category by admitting the eligible students who are children/dependants of Non Resident Indians, as per the conditions stipulated in GO(MS)No.34/2013/H&FWD dated 05.02.2013 and further orders in this regard, if any, issued by the Government, from time to time. All these students are exempted from qualifying in any Entrance Test and can be admitted based on their academic eligibility as stipulated by the respective University and will be subject to the decision in court cases if any pending. The annual tuition fee the Managements can collect for NRI category MBBS admissions made in the academic years 2015-16, 2016-17 and 2017-18 will be upto Rs.11,00,000/- (Rupees Eleven Lakh Only), Rs.12,00,000/- (Rupees Twelve Lakh Only) and Rs.13,00,000/- (Rupees Thirteen Lakh Only), respectively. Similarly, for NRI category BDS admissions, the annual tuition fee the Managements can collect in the academic years 2015-16, 2016-17 and 2017-18 will be upto Rs.5,00,000/- (Rupees Five Lakh Only), Rs.5,50,000/- (Rupees Five Lakh and Fifty Thousand Only) and Rs.6,00,000/- (Rupees Six Lakh Only), respectively.
5. The CEE shall furnish the list of students to be admitted in the college by the Management and the Management shall admit the students specified in the list, subject to what is stated in paragraph 3 above. The students in the list will be given specific instructions as to the date and time of presentation before the college for admission, the amount of fees to be paid, the amount of refundable deposit to be remitted, and the records to be submitted at the time of admission. The Management need admit only those students who have complied with the instructions as required by the CEE.
6. The CEE will assign only such students for admission to a college who are allotted to that college. The CEE shall furnish the final allotment list of the students to be admitted to the member colleges on or before the 20<sup>th</sup> day of September of the respective academic year or 10 days prior to

the date for closure of admissions to MBBS /BDS courses stipulated by the Hon'ble Supreme Court of India or MCI/DCI or such other dates mutually agreed upon by the parties. The CEE will not re-allot students already allotted to a college and admitted in the college either by the CEE or the Management, after this final allotment.

7. The Educational Agency shall be entitled to fill up those seats still remaining unfilled after the closure of allotment by the CEE, as specified in the agreement read above. These unfilled seats from the Government side shall be filled up by the Government up to 20<sup>th</sup> day of September of the respective academic year or 10 days prior to the date of closure of admissions to MBBS/BDS courses as stipulated by the Hon'ble Supreme Court of India or MCI/DCI or such other dates mutually agreed upon by the parties. The seats still remaining vacant shall be reverted to the Educational Agency as additional Management seats and the Educational Agency can fill up those seats as per clause 16, of this order.
8. The tuition fee payable by all students other than N.R.I. admitted in the academic year 2015-16 shall be Rs.4,00,000/- (Rupees Four Lakh only) per annum for 5 years for MBBS and Rs.3,00,000/- (Rupees Three Lakh only) per annum for 5 years for BDS. The annual tuition fee payable by all students other than N.R.I. to be admitted for MBBS in 2016-17 and 2017-18 shall be Rs.4,40,000/- (Rupees Four Lakh and Forty Thousand only) and Rs.4,85,000/- (Rupees Four Lakh and Eighty-five Thousand only) respectively. The annual tuition fee payable by all students other than NRI to be admitted for BDS in 2016-17 and 2017-18 shall be Rs.3,30,000/- (Rupees Three Lakh and Thirty Thousand only) and Rs.3,63,000/- (Rupees Three Lakh and Sixty-three Thousand only) respectively.
9. Where the student has at the time of admission remitted fees as envisaged in this agreement, but thereafter is found eligible for the scholarship specified below, the Management is liable to return the excess fee realized from the student within one week of the intimation of such concession by the CEE, and the Management shall be liable to pay interest to the student at 18% per annum for any delay over this stipulated period of one week. Furthermore, where the student has been admitted to a college after the first allotment but has subsequently been allotted to another college on the basis of the second allotment, the Management is liable to return the entire fee remitted by the student, if any, by way of Demand Draft after proper acknowledgement, within three days of the second allotment to the student, failing which the

Management shall be liable to pay interest to the student at 18% per annum for any delay over this stipulated period.

10. In the case of SC/ST candidates the fees shall be paid by the government from the funds provided to the SC/ST Development Department.
11. The Educational Agency shall be entitled to collect from every student admitted to the college irrespective of whether they have been allotted by CEE under reservation or otherwise or by the Management, a caution deposit of Rs.10,000/- (Rupees Ten Thousand only) and other expenses and such other permitted amounts, from students joining in member colleges. The colleges can also collect from students their proportionate share of fees payable to the University. Such fees and amounts shall be specifically listed out in the prospectus and published each year by the member colleges. The Federation and the Educational Agency shall not collect any amount from any student so admitted, other than those specified above.
12. The students shall be allowed to relinquish the seats in case of ragging or serious illness or admission to A.F.M.C, N.D.A etc and in such cases exemption shall be given from the payment of liquidated damages on the merit of each case.
13. The CEE shall allot 15% of the total seats (i.e. 15 in every batch of 100 for MBBS and 8 in every batch of 50 for BDS) from among the students belonging to the community to which the Educational Agency belongs, on the basis of merit. For allotment under these categories, every member college shall inform the CEE before 31<sup>st</sup> May of respective academic year regarding the community, criteria for eligibility and documents to be submitted for the same. This right is at the option of the Educational Agency. The CEE should obtain such documents from students before 15<sup>th</sup> June of the respective academic year, so that allotment based on the merit to such seats can be done online along with other seats. If sufficient numbers of candidates are not available under this category, the balance seats shall be made available as Government seats for allotment by the CEE during online counselling.
14. The Educational Agency can retain the tuition fee remitted by the student, in the event the student admitted under the Management quota or Government Quota, discontinues his/her studies for any reason at any time after 20<sup>th</sup> September of the respective year. The Educational Agency shall also be entitled to collect the tuition fee of the entire course. The documents pertaining to such student shall be released only on

payment of the above amount. However, in the event of the seat so falling vacant being filled up by a new candidate, the tuition fee collected as per this clause shall be refunded.

15. Each member college shall be bound to report to the CEE, the seats remaining unfilled after the admission following the first allotment. If any member college fails in so furnishing the exact details of unfilled seats, then all the seats, for which the CEE has allotted students for any course of a member college, shall be deemed to have been filled. Seats that are not reported to the CEE on the date specified after the admission are to be closed following the second allotment shall not be available for filling up as additional seats for admission as stipulated above. Furthermore, default in reporting such unfilled seats shall be deemed to be a violation of this agreement, and the first party shall have the right including retaining the share of the tuition fee remitted by the student with the CEE, recommending to the university cancellation of affiliation of the course for which such admissions have been made in breach of this agreement and for withholding permission for the renewal of validity of the course for the succeeding years.
16. The Educational Agency shall fill up 50% of the total seats from among students who satisfy the prescribed criteria of the academic eligibility for the admissions. The Educational Agency shall admit and fill up 35% of seats from the applications received by the Educational Agency on the basis of merit list prepared based on the marks obtained in the qualifying examination in the core subjects and the marks secured in the entrance examination. The Educational Agency will have the right to apportion the seats within this 35%, to various categories or within the community or denominations thereof, based on inter se merit.
17. This order is valid for the academic years 2015-16, 2016-17 and 2017-18 only and shall not prejudicially affect the rights of the parties by the virtue of the clauses herein, in respect of the cases pending before any Court of Law.
18. The Federation and the Managements hereby undertake that no consideration in cash or kind, other than those specified above shall be received, accepted or collected in any form whatsoever from any student admitted by the Management to the college.
19. It is clarified that all Medical and Dental colleges under Kerala Christian Professional College Managements Federation who are now part of the federation need not be required to enter into separate

agreement for the academic years 2015-16, 2016-17 and 2017-18 in respect of those matters covered under the Agreement executed and in this order.

20. In the academic year 2015-16, every Management will set apart a sum of Rs.40,00,000/- (Rupees Forty Lakh only) for a batch of 100 MBBS students in the case of Medical colleges and Rs.14,00,000/- (Rupees Fourteen Lakh only) for a batch of 50 BDS students in the case of Dental Colleges, to be provided as scholarship in the form of tuition fee waiver to students from Below Poverty Line (BPL) families, other financially poor and the marginalized, the criteria for which will be specified by Government. Proportionate to the increase in the fee structure, the scholarship fund set apart by every Management will be increased by 10%, to Rs.44,00,000/- (Rupees Forty Four Lakh only) for 100 MBBS students and Rs.15,40,000/- (Rupees Fifteen Lakh and Forty Thousand only) for 50 BDS students in the academic year 2016-17 and Rs.48,50,000/- (Rupees Forty Eight Lakh and Fifty Thousand only) for 100 MBBS students and Rs.16,94,000/- (Sixteen Lakh and Ninety-four Thousand only) for 50 BDS students in the academic year 2017-18. The said money will be kept in a separate fund by the Management. However, if the number of candidates admitted in any batch is less than 100 for MBBS and 50 for BDS, the above said sum will also be proportionately reduced.
21. The Scholarship amount can be apportioned among the BPL and the other eligible candidates, in the proportion decided and announced by the Government as per GO (Rt) No. 3498/2012/H&FWD dated 20.10.2012. The beneficiaries of this scheme will be confined to those allotted by the CEE.
22. If there is any excess money remaining after covering the students from BPL families and those falling in the category economically poor as defined by Government, the rest of the amount will be pooled in a scholarship fund for assisting students from BPL and economically poor families in the subsequent years.
23. Managements reserve the right to seek an enquiry by any competent agency of the income claimed by any student for availing the scholarship to avoid malpractices. In case it is found that any candidate has availed the scholarship by furnishing false information, the amount so claimed could be forfeited from such candidates and admission can be cancelled.
24. Calling for options and allotments to all Medical and Dental colleges

whether Government/Aided/unaided shall be done simultaneously.

25. Collection of considerations:- The Federation and Educational Agency hereby undertake that no consideration in cash or kind, other than those specified above shall be received, accepted or collected in any form whatsoever from any student admitted by the Educational Agency to the College. It shall be the liability of the Federation and the Educational Agency jointly and severally to redress complaints from the students, parents or interested parties on any matter other than those covered by the terms and conditions of this agreement. Where the second party fails to redress any complaints referred to as above or any matter covered under this agreement, it shall be the duty of the First Party to take such steps as required to redress the complaint, as permitted by the Law.

(By Order of the Governor)  
D.SHAJI

Additional Secretary to Government

To

The Co-ordinator, Kerala Christian Professional College Management  
Federation, Kakkanad, Ernakulam

The Director of Medical Education, Thiruvananthapuram

The Director of Health Services, Thiruvananthapuram

The Registrar, Kerala University of Health Sciences, Thrissur-680 596

✓ The Commissioner for Entrance Examinations, Thiruvananthapuram

The Manager, Admission Supervisory Committee, Thiruvananthapuram

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Section Officer