

Government of Himachal Pradesh
Department of Higher Education

No.EDN-A-Kha (15)-16/2014 Dated: Shimla-02, 24th, February, 2016.

NOTIFICATION

The Governor, Himachal Pradesh is pleased to order to take over the services of following Assistant Professor's in different subjects who are working prior to 14-09-2006 in the erstwhile privately managed College, Daulatpur Chowk (Now Govt. College, Daulatpur Chowk) Distt. Una, H.P. **on contract basis** from the date of submitting the joining report subject to the terms and conditions as indicated in this notification.

The Governor, Himachal Pradesh is further pleased to post them on their fresh appointment as Assistant Professor (College Cadre) on contract basis at the place shown against their name(s):-

Sr.No	Name	Father's Name	Designation	Place of posting
1.	Dr. Leena Sharma	Sh. B.K. Sharma	Zoology	G.C. Daulatpur Chowk
2.	Sh. Gulshan Rai	Sh.Rulia Ram	Chemistry	G.C. Una.
3.	Smt. Pawan Kalsi	Sh. D.R. Kalsi	Botany	G.C. Una
4	Sh. Shyam Kalia	Sh. Gyan Chand	Chemistry	G.C.Una
5	Smt. Rohini Rana	Sh. Harbhajan Singh	Botany	G.C. Daulatpur-Chowk

Terms and conditions:-

1. The Assistant Professor (College Cadre) in the Department of Higher Education, H.P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis. The date of joining will be considered for counting of service for annual increase etc.
2. The Assistant Professor (College Cadre) appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. 21,600 P.M. (Rs. Twenty one thousand and six hundred only) (which shall be equal to initial of the pay band + Grade Pay). An amount of Rs. 648/-

as annual increase in contractual emoluments for the subsequent years will be allowed if contract is extended beyond one year and no other allied benefits such as senior/selection scales etc. shall be given.

3. The Addl. Chief Secretary/Principal Secretary/Secretary (Hr. Education) to the Government of Himachal Pradesh will be appointing and disciplinary authority.
4. He / she will not be governed by the rules, regulations and orders in force from time to time as applicable to other government servants such as CCS (CCA) Rules, 1965 and CCS (Conduct) Rules, 1964 as are applicable in Himachal Pradesh.
5. Before submitting the report to the Government the contract appointee shall sign an agreement as per Annexure -A.
6. The service of the Contract Appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.
7. During the contract service, no advance will be given to him/her.
8. Contractual Appointee Assistant Professor (Colleges) will be entitled for one day's casual leave after putting in one month service. However, the contract employees will also be entitled for 12 weeks Maternity Leave and 10 day's Medical Leave. He/She shall not be entitled for Medical Re-imburement and LTC etc. No Leave of any other kind except above is admissible to the contractual appointee. Provided that the un availed Casual Leave and Medical Leave can be accumulated upto the calendar Year and will not be carried forwarded for the next calendar Year.
9. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination from the contract. Contract Appointee shall not be entitled for contractual amount for the period of absence from duty.

10. Transfer of a contract appointee will be permitted from one place to another after putting three years of service at one place.
11. Selected candidate will have to submit a certificate of his/her fitness from Medical Board, DDU Hospital, Shimla-1. Woman candidate pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The woman candidate will be re-examined for the fitness.
12. Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular officials at the minimum of pay scale.
13. The candidate engaged on contract basis under these Rules shall have no right to claim for regularization/ permanent absorption as Assistant Professor (College cadre) in the Department at any stage.
14. The appointment is provisional and is subject to the educational qualification and other certificates being verified through proper channels and if the verification reveals that the claim to belong to reserve categories, as the case may be is false, the services will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for production of false certificate.
15. He/She will have to give a declaration to the effect that he/she has only one living spouse, if married.
16. He/She will have to take an oath of allegiance/ faithfulness to the Constitution of India or making a solemn affirmation.
17. He/She will have to produce all the certificates in original at the time of joining this appointment.
18. He /She will have to submit an undertaking in judicial paper with the joining report that there is no court case pending in any Court of law for taking over of his /her service. If any, he/she will have to withdraw the same well before the submission of joining report with documentary evidence.

If, the above terms and conditions are acceptable to him/her, should report for duty within a week from the issue of this Notification in the Government College mentioned against his/her name, failing which this offer of appointment shall stand cancelled and no further correspondence shall be entertained in this behalf. No Travelling allowance will be allowed to join the contract appointment.


By Order

(P.C. Dhiman)
Addl. Chief Secretary (Hr.Edu.) to the
Government of Himachal Pradesh.

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Copy for information and necessary action to :-

1. The Director Higher Education, HP Shimla-01 with the direction to maintain the personal files of the newly contract appointee i.e. Assistant Professor and keep all the record of individual concerned. The DHE may also ensure that the newly contract appointee fulfill all the requisite educational qualification and other criteria required under the R & P Rules of the Assistant Professor (College Cadre).
2. The Principal, Government College concerned with the direction to submit the DOB certificates, medical fitness certificate and other certificates / credentials of the incumbent(s) to the Director of Higher Education after verifying the photocopies from the original certificates. He / She should also be administered Oath as mentioned in Para 15, 16 and certificate to this effect be also sent to the Director of Higher Education. The Principal concerned is also directed to ensure the strict compliance w.r.t. para no.18. The Principal should accept joining as per the above Terms & Conditions including after production of Medical Fitness Certificate, Agreement duly signed by the candidate on Judicial Paper and completing all codal formalities.
3. The Secretary, H.P. Public Service Commission, Shimla-2.
4. The Under Secretary (Edu.-D) to the Govt. of Himachal Pradesh.

5. The Chief Medical Officer, DDU Hospital, Shimla-1 with the request to send the medical fitness report / certificate to the Director of Higher Education, Himachal Pradesh, Shimla-1.
6. The individual concerned (By name by Speed/registered post).
7. Guard file.


(Pushpa Chaudhary)
Deputy Secretary (Hr.Edu.) to the
Government of Himachal Pradesh, Shimla-1

Annexure -A

Form of contract/agreement to be executed between the _____ (Name of the post) and the Government of Himachal Pradesh through _____ (Designation of the Appointing Authority).

This agreement is made on this _____ day of _____ in the year _____
Between Sh./Smt. _____ S/o/D/o Shri _____ R/o _____

Contract appointee (hereinafter called the FIRST PARTY), AND the Governor of Himachal Pradesh through _____ (Designation of the Appointing Authority) Himachal Pradesh (here-in-after the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Assistant Professor (College Cadre) on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as an Assistant Professor (College Cadre) for a period of 1 year commencing on day of _____ and ending on the day of _____. It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with SECOND PARTY shall ipso-facto stand terminated on the last working day i.e. on _____ And information notice shall not be necessary.

Whereas, Provided that for-further extension/renewal of contract period the HOD shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed / extended.

2. The contractual amount of the FIRST PARTY will be Rs. 21, 600/- per month.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good or if a regular incumbent is appointed / posted against the vacancy for which the first party was engaged on contract.
4. Contractual appointee i.e. Assistant Professor(Colleges) will be entitled for one day casual leave after putting in one month service. However, the Contract employee will also be entitled for 12 weeks Maternity Leave and 10 day's Medical Leave. She shall not be entitled for Medical re-imburement and LTC etc. No leave of any other kind except above is admissible to the contractual appointee. Provided that the un availed Casual Leave and Medical Leave can be accumulated upto the calendar Year and will not be carried forward for the next calendar Year.

5. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. A contractual appointee will not be entitled for contractual amount for the period of absence from duty.
6. An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnancy beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/Practitioner.
8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counter-part official at the minimum of pay scale.
9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointee(s).

IN WITNESS the FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first, above written.

IN THE PRESENCE OF WITNESS:

1. _____

(Name and Full Address)

(Signature of the FIRST PARTY)

2. _____

(Name and Full Address)

IN THE PRESENCE OF WITNESS:

1. _____

(Name and Full Address)

(Signature of the SECOND PARTY)

2. _____

(Name and Full Address)

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