

No.: EDN-HE(1)B(4)-11/2010-ST
Directorate of Higher Education
Himachal Pradesh, Shimla-171001

Dated: Shimla, the


08.06.2016

OFFICE ORDER

Consequent upon taking over of the services of non-teaching staff working Science and Commerce faculty of Degree College Daulatpur Chowk, Distt. Una vide Government letter No. EDN-A-Kha(15)-16/2014- dated 25.02.16 and further clarification vide letter No. EDN-A-Kha(15)-16/2014-Pt-I dated 26.05.2016, the services of the following candidate is hereby taken over as clerk on contract basis in the Pay Structure of Rs. 5910 - 20200 + Grade Pay Rs. 1900/- with effect from the date of joining after taking over the services, subject to acceptance and fulfillment of terms and conditions which are annexed as Annexure "A".

Sr. No	Name of the candidate and address	Existing Designation i.e. at the time of taking over of service	Permanent/ Correspondence Address	Place of Posting
1.	Sh. Narinder Singh S/o Sh. Babu Ram ,DAV College Daulatpur Chowk, Distt. Una	Clerk	DAV College Daulatpur Chowk, Distt. Una	Govt. College Daulatpur Chowk Una

These orders are available on the Website www.educationhp.org.


Director Higher Education
Himachal Pradesh.

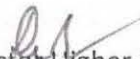
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
Copy for information and necessary action is forwarded to the :-

1. Additional Chief Secretary (Education) to the Government of Himachal Pradesh with reference to above referred letters.
2. Principal, GDC Daulatpur Chowk , Distt. Una with the remarks that the character and antecedents of the candidate appointed under his control may be got verified. The duly attested copies of the certificate be kept in the personal file for office record after due verification and one set along-with his joining be sent to this directorate.
3. Supdt. College Branch internal w.r.t. his U.O. No. EDN-H(8)A(1)1/2012-D/Chowk (left out) dated 31.05.2016
4. Candidate concerned on above given address through **registered post**.
5. Guard file.


Director Higher Education
Himachal Pradesh

TERMS & CONDITIONS

1. The contractual appointee will be paid fixed contractual amount @ Rs.7810/- p.m. (which shall be equal to minimum of the pay band + grade pay). The contract appointee will be entitled for increase in contractual amount @ Rs. 234/- (3% of minimum of the pay band + grade pay of the post) for further extended years and no other allied benefits such as Senior/Selection scales etc. will be given.
2. The service of the contract appointee will be purely on temporarily basis. The appointment is liable to be terminated in case the performance/ conduct of the contract appointee is not found satisfactory.
3. Contract Appointee will be entitled for one day casual leave after putting one month service. However, the contract employee will also be entitled for 135 days maternity leave and 10 days medical leave and 5 days special leave. He / She shall not be entitled for Medical Reimbursement and LTC etc.. No leave of any other kind is admissible to the contract appointee. Provided that the un-availed casual leave and medical leave can be accumulated up to the calendar year and will not be carried forward for the next calendar year.
4. Unauthorized absence from the duty without the approval of Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty. Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.
5. 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 where ever required on administrative grounds.
6. Contract appointee will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. 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 from an authorized Medical Officer/ Practitioner.
7. 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 are applicable to regular counterpart officials at the minimum of the pay scale.
8. Provisions of service rules like FRSR, leave Rules, GPF Rules, Pension Rules and Conduct Rules etc. as are applicable in case of regular employees will not be applicable in case of contract appointees. They will be entitled for emoluments etc. as detailed in this column.
9. Contract appointee shall have to produce the following documents at the time of his/her joining:-
 - a. Attested copies of educational qualifications certificate.
 - b. Character Certificate from a Gazetted Officer.
 - c. Bonafide Himachali Certificate.
 - d. Certificate to this effect that he belongs to SC/ST/OBC, category, if any.
 - f. Minimum Educational Qualification Certificate i.e. Plus Two Certificate.
10. Contract appointee should have to enter in to an agreement on non-judicial stamp paper of Rs. 5/- with the Department (Proforma enclosed as annexure- B).
11. Contract appointee shall have to furnish a declaration to the effect that in case of his/her married status; he/she is having a one living spouse.
12. Contract appointee will have to give an undertaking in writing that he/she was never convicted by any court of law and if so, he/she will have to furnish details regarding offence committed and punishment thereof. In case of concealing of facts his/her services are liable for termination.
13. Contract appointee will have to take an oath of allegiance/faithfulness to the constitution of India.
14. Contract appointee 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 service. If any, he/she will have to withdraw the same well before the submission of joining report with documentary evidence.


Director Higher Education
Himachal Pradesh.

ANNEXURE-B

Form of Contract/agreement to be executed between the ----- (Name of the post) and the Government of Himachal Pradesh, through Director of Higher Education:-

This agreement is made on this-----day of -----in the year-----between. Sh./Smt. -----S/O/D/O Sh.-----R/O Village -----PO. -----Tehsil-----District-----HP. Contract appointee (here in after called the (**FIRST PARTY**), **AND** The Governor Himachal Pradesh through Director of Higher Education (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-----on contract basis on the following terms and conditions.

1. That the **FIRST PARTY** shall remain in the service of the **SECOND PARTY** as a -----for a period of one year commencing on day of----- and ending on the day of -----. It is specifically mentioned and agreed upon by the 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.
2. 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.
3. The contractual amount of the **FIRST PARTY** will be Rs. -----per month.
4. 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.
5. Contractual----- (Name of the post) will be entitled for one day casual leave after putting in month service. No leave of any kind is admissible to the contractual----- (Name of the post). However, the contract employee will also be entitled for 135 days maternity leave and 10 days medical leave and 5 days special leave He/She will not be entitled for Medical Reimbursement and L T C etc.. No leave of any kind is admissible to the contractual----- (Name of the post). Provided that the un-availed Casual leave and medical Leave can be accumulated up to the calendar Year and will not be carried forwarded for the next year.
6. Unauthorized absence from the duty without the approval of Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty. Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.
7. 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 where ever required on administrative grounds.
8. Contract appointee will have to submit a certificate of his/her fitness from a Government / Registered Medical Practitioner. In case of woman candidates pregnant beyond twelve weeks will render her temporarily unfit till the confinement is over. The woman candidate should be re-examined for fitness from an authorized Medical office/Practitioner.
9. 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 counterpart official at the minimum of the pay scale.
10. The employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointees(s).

WITNESSES 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)

(Signature of the **SECOND PARTY**)