


No. EDN-HE(1)B(4)I 2007-Comp.Apptt.
Directorate of Higher Education
Himachal Pradesh.

Dated: Shimla-1.



OFFICE ORDER


As per provision contained in the policy formulated by the Government of Himachal Pradesh, Department of Personal. OM No. Per(AP-11)F(4) 4/89, dated: 18-01-1990, for providing employment assistance to dependants of Government servants, who died while in Government service and leaving their families in indigent circumstances or such government servants who have sought premature retirement on medical grounds are eligible for employment assistance under kith and kin policy. As per approval conveyed by the Government of Himachal Pradesh, Department of Higher Education, vide letter No. EDN-A-Kha (2)-20 2006, dated: 15th July, 2013 and consequent upon passing/qualifying the type test **vide letter No. EDN-HE(1)B(2)-2/2011-TT-CLK dated: 19.6.14**. Sh. Hemant Kumar S/o late Sh. Jia Lal, Village Karyali, Tehsil Sunni, Distt. Shimla, H.P. is hereby offered appointment to the post of Clerk on **CONTRACT BASIS** on fixed monthly contractual emoluments of Rs. 7810/- (Rs. Seven Thousand Eight Hundred Ten Only) (5910 + 1900GP) and as such posted at Directorate of Higher Education Himachal Pradesh as per terms and conditions at "Annexure -A". If the offer of appointments is acceptable to the candidate then he should report to his place of posting within 20 days from the issuance of these orders failing which the offer of appointment shall stand cancelled.


(Shashi Bhushan Sekhri)
Director Hr. Education
Himachal Pradesh
June, 2014

Endst. No. Even, Dated: Shimla-171001, the

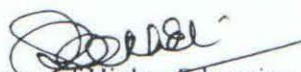
Copy for information & further necessary action is forwarded to:-

1. The Principal Secretary (Hr. Edu) to the Government of H.P. w.r.t. his letter under reference dated: 15th July, 2013.
2. The Dy. Director of Higher Education, Shimla, Distt Shimla, H.P.
3. The Incharge, Computer Cell, Directorate of Higher Education, Himachal Pradesh with the request to upload the same on departmental web-site.
4. D.A .dealing with establishment of Directorate (Ministerial Staff internal) with the directions that before taking joining report of the newly appointed Clerk, original documents be checked and verified and photo copies of the documents as mentioned in the enclosed terms and conditions be collected from the concerned and kept in the personal file for record.
5. DA Clerk(Type Test), E-I Branch internal.
6. **Registered** Sh. Hemant Kumar S o late Sh. Jia Lal, Village Karyali, Tehsil Sunni, Distt. Shimla, H.P.
7. Guard File.


Director Hr. 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 12 weeks Maternity Leave and 10 day's Medical Leave. He/She shall not be entitled for Medical Reimbursement and LTC etc.. No leave of any other kind except above is admissible to the contract 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.
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 unauthorized 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 contractual----- (Name of the post) 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 has 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. Selected candidate 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. Selected candidate 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.
 - e. Minimum Educational Qualification Certificate i.e. Plus Two Certificate.
10. Selected candidate should have to enter in to an agreement on non-judicial stamp paper of Rs. 5/- with the Department (Performa enclosed as annexure- B).
11. Selected candidate 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. Selected candidate 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. Selected candidate will have to take an oath of allegiance faithfulness to the constitution of India.


Director of 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.
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. -----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----- (Name of the post) will be entitled for one day casual leave after putting in month service. This leave can be accumulated up to one year. No leave of any kind is admissible to the contractual----- (Name of the post). He will not be entitled for Medical Reimbursement and L T C etc. Only maternity leave will be given as per rules.
5. 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 unauthorized 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 contractual----- (Name of the post) 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.
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 where ever required on administrative grounds.
7. Selected candidate 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.
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 counterpart official at the minimum of the pay scale.
9. The employees Group Insurance Scheme as well as L.P.F. G.P.F. will not be applicable to contractual appointees(s).

-continued-

IN WITNEES 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.-----

(SIGNATURE OF **FIRST PARTY**)

(Name and full address)

2.-----

(Name and full address)

IN THE PRESENCE OF WITNESS

1.-----

(Name and full address)

(Signature of **SECOND PARTY**)

IN THE PRESENCE OF WITNESS.

2.-----

(Name and full address)