

No EDN-H (19)B(1)-6/2011-12-Apptt(Taking over Schools)
Directorate of Higher Education
Himachal Pradesh

Dated :Shimla -171001

शिक्षा निदेशालय उच्चतर शिक्षा

January, 2024
04 JAN 2024

OFFICE ORDER

In pursuance of the decision taken by the Govt. vide letter No.EDUA-E0004/9/2023 dated 01.01.2024 for taking over of the services of teaching and non-teaching staff of Erstwhile Goswami Ganesh Dutt Sanatan Dharam College Subathu Distt. Solan, the services are hereby taken over as Lecturer(School-New) in various subject purely on contract basis on fixed emoluments Rs. 25800/- per month (equal to 60% of the first cell of the applicable level 12) subject to the outcome of the litigation regarding taking over of the said collece. The appointee is directed to report for duty in the respective school of his/her posting as shown against his/her name within the prescribed time subject to the acceptance and fulfilment of the following specific terms and conditions:-

Sr. No.	Name of the candidate & Address	D.O.B.	Subject	Category	Place of posting GSSS	Remarks
1	Ranjna D/O Sh. Prem Chand r/o Vill. Chamat Bharech PO Deothi Tehsil&Distt. Solan,HP.	09.01.80	English	SC	(G)Arki (SLN)	Against Vacancy
2	Meenakshi Sharma D/O Sh. Sukh Dev r/o Vill. Naya Nagar Arla PO Subathu Tehsil Krishangarh(Kasauli) Distt. Solan,H).	22.09.81	Economics	GEN	(B)Nalagarh (SLN)	Against Vacancy
3	Sushma Thakur D/O Sh. Om Prakash r/o Vill&PO Delgi Tehsil Kandaghat Distt. Solan,HP.	23.09.83	Commerce	GEN	Baddi (SLN)	Against Vacancy

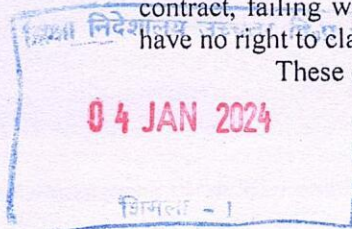
Terms and conditions


- Since the Appointment is being given **purely on contract basis**, the Appointee will have to execute a bond on the judicial paper with the Principal of concerned school, on behalf of Director Higher Education where he/she is posted that he/she has carefully gone through the conditions of the contract appointment and the conditions imposed are acceptable to him/her. The joining report will be accepted only after the execution of the requisite bond between the Head of Institution and the appointee as per Appendix-II
- It will be the personal responsibility of the Principal to inform this Directorate joining of the concerned Lecturer (School-New).
- That the educational and professional qualifications possessed by the candidate will be the same as prescribed by the Department for the post of Lecturer(School-New) in the concerned group (Subject). The Head of the School will also ensure that the educational and professional qualification possessed by the candidate is from a recognized University and in case of non fulfilment of requisite qualification the matter will be brought to the notice of Directorate where upon the services shall be terminated without assigning any further reasons. Relevant documents of Lecturer(School-New) being appointed under reserve categories may also be verified and if the verification reveals that the claim to belong to reserve categories, as the case may be is false, similar procedure shall be followed as in case General category candidate. All necessary verification to this effect is to be made by the Head of the concerned school at the time of his joining. Duly attested copies of certificates be kept in the Office for record.
- The appointee is liable to serve in any part of the State as per the administrative requirements of the Department and shall have to serve at least one term in the Tribal/Difficult areas. If posted in non Tribal /Non-Difficult area, he / she shall be posted at any time in Tribal /Difficult areas as per the administrative requirements of the Department.
- The contractual appointee will be paid fixed emoluments Rs. 25800/- per month (equal to 60% of the first cell of the applicable level 12). Apart from above contractual will be entitled for enhancement if any given by the Govt. from time to time.
- The Contract will be renewed on year to year basis by the Principal of concerned school on behalf of the Director Higher Education subject to good performance and good conduct.
- 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.
- The Contractual Lecturer(School-New) will be entitled for one day casual leave after putting one month service. 10 days Medical Leave and 05 days special leave are also admissible which can be accumulated to one calendar year. He/ She shall not be entitled for Medical Reimbursement and LTC etc. Maternity Leave will be admissible as per rules.

- 9 Unauthorized absence from the duty without the approval of the controlling authority shall automatically lead to the termination of the contract. Contractual Lecturer(School-New) (Name of the post) will not be entitled for contractual amount for the period of absence from duty.
- 10 An official appointed on contract basis who have completed three years of service as such at one place of posting will be eligible for Transfer on need based wherever required on Administrative grounds except as stated in terms and conditions no 4.
- 11 Selected candidate will have to submit a certificate of his/her fitness from a Government Medical Officer. Women candidate pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. Such women candidate will be allowed to join upon fitness certificate from an Government Medical Officer.
- 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 Provision of service rules like FR, SR, Leave Rules, GPF Rules & Pension Rules etc. as applicable in case of regular employee will not be applicable to contract appointees.
- 14 Contract Lecturer(School-New) shall teach those subjects from class 6th to 10th which they had studied at the Graduation level, in addition to teaching of plus one and two classes of the subjects studied by them at the Post Graduation Level, to enable them to fulfill the minimum norms of teaching in a month (per week). Provided that they shall not be paid salaries for the month to which they have not completed minimum norms of teaching, per week.
15. The appointment to the service shall be subject to order regarding reservation in the service for Scheduled Castes /Scheduled Tribes /other Backward Classes /other categories of persons issued by the Himachal Pradesh Government from time to time.
16. He/She will have to give a declaration to the effect that He/ She has only living spouse, if married
- 17 He/She will have to take an oath of allegiance /faithfulness to the constitution of India or making solemn affirmation.
- 18 **The appointee (s) should be a bonafide resident of Himachal Pradesh .**
19. **If any document produced by incumbent found fraudulent/false then the appointment will stand automatically cancelled/services will be treated as dismissed.**

If these specific as well as usual terms and conditions are acceptable to the candidate(s), he/she will report for duty at the institution of his/her posting within 5 days from the date of issue of these orders along with documents required to be produced as per terms of this order and will execute the requisite bond of contract, failing which the offer of the appointment shall automatically stand cancelled and the candidate will have no right to claim it.

These orders are available on Departmental website i.e. www.education.hp.gov.in

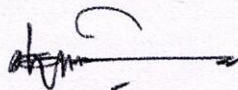



 (Dr. Amarjeet K.Sharma)
 Director Higher Education
 Himachal Pradesh

Endst. No. even Dated: Shimla-171001 January,2024

Copy for information and further necessary action to:-

1. The Principal Secretary (Education) to the Govt. of Himachal Pradesh, Shimla-171002.
2. The Concerned Deputy Director of Higher Education in HP.
3. The concerned Principal of the school with the directions that before accepting the joining report of the candidate a bond on Judicial Paper(in triplicate) is required to be executed between the Head of the institution and the contract appointee as per specimen copy enclosed. Original copy of the bond will be retained in the office of the schools, other copy is to be handed over to the appointee and third copy will be forwarded to this Directorate along with joining report. Their joining will be incomplete if this office has not received aforesaid documents. **The joining of appointee will be treated from the date of signing of the bond:-**
4. The Superintendent (Transfer Cell) Directorate of Higher Education,HP.
5. The Superintendent(IT Cell), Directorate of Higher Education,HP to upload these orders on department website.
6. The D.A. dealing with seniority/Transfer/Pay fixation matters in the +2 Branch (internal) Directorate of Higher Education with the directions that the separate seniority of the teachers appointed on contract basis be maintained.
7. Individual concerned through Speed Post.
8. Guard file.


 Director Higher Education
 Himachal Pradesh

Appendix-II

Form of contract/agreement to be executed between the Post Graduate Teacher in 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 _____

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 FIRST PARTY has agreed to serve as a _____ (Name of the post) on contract basis on the following terms & conditions:—

10. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a _____ (Name of the post) 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.

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

11. The contractual amount of the FIRST PARTY will be Rs. _____ per month.

12. "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. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, with in a period of 45 days, from the date on which a copy of termination orders is delivered to him/her."

13. "The contract appointee will be entitled for one day's casual leave after putting one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female contract appointee with less than two surviving children may be granted maternity leave for 180 days'. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days' (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. A contract employee shall not be entitled for medical re-imburement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year."

14. Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for unauthorized absence from duty where beyond his/her control on medical grounds, such period such not be excluded while proceeding 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.

Provide that he/she shall submit the certificate of illness / fitness issued by the Medical Officer, as per prevailing instruction of the government.

15. An official appointed on contract basis who have completed three year tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
16. Selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board in the case of a Gazetted Government servant and by Government Medical Office in the case of a Non-Gazetted Government servant. In case of women candidates who are to be appointed against posts carrying hazardous nature of duties, and in case they have to complete a period of training as a condition of service, such women candidate, who as a result of tests is found to be pregnant of twelve week's standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such women candidate be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of medical fitness certificate from the authority as specified above, she may be appointed to the post kept reserved for her."
17. Contract appointee shall be entitled to TA/DA if required to got 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.
18. 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)

2. _____

(Name and Full Address)

(Signature of the SECOND PARTY)