

17 AUG 2021

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



Dated: Shimla, the

17-08-2021

OFFICE ORDER

Consequent upon taking over of the services of non-teaching staff of erstwhile privately managed college, Lala Jagat Narain Himotkarsh Kanya Mahavidyalaya Kotla Khurd, Distt. Una, H.P. vide Government letter no. EDN-A-Kha(15)-6/2019 dated 16.07.21 and after qualifying the type test vide this Directorate O/O no. EDN-HE(1)B(2)-2/2020-TT dated 17.08.2021, the services of the following is hereby taken over as JOA(IT)) on contract basis on fixed contractual emoluments equivalent to minimum of Pay Band of Rs. 5910 - 20200 + Grade Pay Rs 1950/- against the vacant post of clerk/JOA(IT) 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 to C".

Sr. No	Name of the candidate and address	Permanent address	Place of Posting
1.	Sh. Manoj Kumar S/o Sh. Jai dev, Lal Jagat Narain Himotkarsh Kanya Mahavidyalaya Kotla Khurd, Distt. Una, H.P.	VPO Dhusara, Tehsil Amb, Distt. Una, H.P. 174302	GDC Khad (Una)

If specific as well as usual terms and conditions as annexed as annexure- "A" to "C" are acceptable to the candidates, they will report for duty at the institution of their posting within 15 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 candidates will have no right to claim it.

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

Director Higher Education
Himachal Pradesh

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Endst No. Even: Dated, Shimla, the 17-08- 2021

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

1. Secretary (Education) to the Government of Himachal Pradesh with reference to letter referred above.
2. Dy. Director of Higher Education Una, Distt. Una (H.P.).
3. Principal, Government Degree College Kotla Khurd, Distt. Una, H.P.
4. Head of the institutions concerned with the directions that **before accepting the Joining of the candidate, Attestation form and self declaration on prescribed format which is annexed as Annexure "C" be taken from him and the character and antecedents/ qualification and other certificates of the candidate be got verified within six month and the report and findings be sent to this directorate. The duly attested copies of the certificates be kept in the personal file for office record after due verification and ensure that the candidate is fulfilling the requisite qualification to the post. One set of attested copies of certificate be also sent to this directorate along with joining of the candidate.**
5. In charge, IT Cell for uploading the said orders at official website.
6. Candidate concerned on above given address through registered post.
7. Guard file.

शिक्षा निदेशालय उच्चतर शिक्षा

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Director Higher Education
Himachal Pradesh.


TERMS& CONDITIONS

1. Above appointment is provisional and subject to the verification of Character & antecedents /qualification & other certificates of candidates within six months. In case Character & antecedents /qualification & other certificates of the candidate is found not verified or false Information is given by the candidate in his self declaration, the provisional appointment letter will be cancelled forthwith and other criminal/legal action will also be taken, as a consequence.
2. Head of the institution concerned are directed that before accepting the Joining of the candidate, Attestation form and self declaration on prescribed format which is annexed as Annexure "C" be taken from him and the character and antecedents/ qualification and other certificates of the candidate be got verified within six month and the report and findings be sent to this directorate. The duly attested copies of the certificates be kept in the personal file for office record after due verification and ensure that the candidate is fulfilling the requisite qualification to the post. One set of attested copies of certificate be also sent to this directorate along with joining of the candidate.
3. The contractual appointee will be paid fixed contractual amount @ Rs.7860/- 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. 236/- (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.
4. 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. 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, within a period of 45 days from the date on which a copy of termination orders is delivered to him/her.
5. Contract Appointee will be entitled for one day's casual leave after putting one month service, 10 day's 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 day's (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. Contract appointee shall not be entitled for Medical Reimbursement 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 up to the calendar year and will not be carried forward for the next calendar 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.

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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. Selected candidate will have to submit a certificate of his/her fitness issued by Government Medical Officer. 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 woman candidate, who as a result of tests is found to be pregnant of twelve weeks standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such women candidates be re-examined for medical fitness six weeks after the date of confinement and if she is found fit on production of medical fitness, she may be appointed to the post of reserved for her.
9. 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.
10. 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.
11. 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. Bonafied 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.
12. 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).
13. 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.
14. 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.
15. Selected candidate will have to take an oath of allegiance/faithfulness to the constitution of India.


Director Higher Education
Himachal Pradesh.

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 **FIRSTPARTY** 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. 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, within a period of 45 days from the date on which a copy of termination orders is delivered to him/her.
4. Contract Appointee----- (Name of post) will be entitled for one day's casual leave after putting one month service, 10 day's 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 ---- (Name of post) shall also be entitled for maternity leave not exceeding 45 day's (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. Contract appointee ---- (Name of post) shall not be entitled for Medical Reimbursement 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 up to the calendar year and will not be carried forward for the next calendar year.
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.

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7. Selected candidate will have to submit a certificate of his/her fitness issued by Government Medical Officer. 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 woman candidate, who as a result of tests is found to be pregnant of twelve weeks standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such women candidates be re-examined for medical fitness six weeks after the date of confinement and if she is found fit on production of medical fitness, she may be appointed to the post of reserved for her.

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 EPF/GPF will not be applicable to contractual appointees(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.-----

(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)

(b)	District and State to which you belong					
(c)	District and State to which your father originally belong.					
6.	(a)	Your Religion				
	(b)	Are you a member of a scheduled Caste/Scheduled Tribes / Other Backward Classes? (Answer Yes/No)				
10.	Particulars of Places (with periods of residence) where you have resided for more than one year at a time during the proceeding five years. In case of stay abroad (including Pakistan), particulars of all places where you have resided for more than one year after attaining the age of 21 years, should be given.					
From		To	Residential Address in full (i.e. Village Thana & District or House No. Lane/Street/Road & Town		Name of the District Headquarter or the place mentioned in preceding column.	
11.	Name (in full & aliases if any)	Nationality (by birth & or by domicile	Place of birth	Occupation if employed give designation & official address.	Present postal address (If dead give last address)	Permanent Home address
d)	Father					
e)	Mother					
f)	Spouse					
12.	Information to be furnished with regard to son(s) and/or daughters in case they are studying/living in a foreign country:					
Name	Nationality by birth & or by domicile	Place of birth	Country in which studying/living with full address	Date from which studying/living in the country mentioned in the previous column		
13.	Educational Qualification showing places of education with years in Schools and colleges since 15 th year of age.					
Name of School/ College (with full Address)	Date of Entering	Date of leaving		Examination Passed		
14 (a)	Are you holding or have any time held an appointment under Central or State Government or a Semi Government or a Quasi Government body or an autonomous body or a Public sector Undertaking or a private firm or institution ? If so, give full particulars with date of employment up to date.					
Period		Designation, emoluments & nature of employment		Full name & address		Reason for leaving previous service
From	To					

14.(b)	If the previous employment was under the Government of India/ a State Government/ undertaking owned or controlled by the Government of India or a State Government/ and autonomous Body/University/Local Body. If you had left service on giving a month's notice under Rule 5 of the Central Civil Services(Temporary Service) rules 1965, or any similar corresponding rules, were any disciplinary proceedings framed against you, or had you been called upon to explain your conduct in any matter at the time you gave notice of termination of service, or at a subsequent dates(s), before your service actually terminated?		
15 (i)	(a)	Have you ever been kept under detention?	Yes/No
	(b)	Have you ever been arrested?	Yes/No
	(c)	Have you ever been prosecuted? (i.e. has a charge sheet in a criminal case been filed against you in any court of law)	Yes/No
	(d)	In any criminal case pending against you in any court of law at the time of filling up this Attestation form?	Yes/No
	(e)	Have you ever been convicted by a court of law for any office?	Yes/No
	(f)	Whether discharged/expelled/withdrawn from any training/ institution under the Government or otherwise?	Yes/No
	(g)	Have you ever been rusticated by any University or any other educational authority/institution?	Yes/No
	(h)	Have you ever been debarred /disqualified by any Public Service Commission /Staff Selection commission for any of its examination/selection ?	Yes/No
(ii)	If answer to any of the above mentioned question is "Yes" give full particulars of the case/ arrest/ detention/ fine/conviction/sentence/punishment etc. and/ or the nature of the case pending in the court/University/Educational Authority etc. at the time of filling up this attestation form:		
Notes:	(i)	Please also see the " WARNING" at the top of this Attestation form.	
	(ii)	Specific answers to each of the Question should be given by striking out "Yes" or " No" as the case may be	
16.	Name of two responsible person of your locality or two references to whom you are known:	1)	
		2)	
DECLARATION			
I certify that the foregoing information is correct and complete to the best of my knowledge and belief. I am fully aware that by providing false information or suppressing material information while filling this form, the authorities have full right to terminate my appointment letter and I am liable for appropriate criminal/civil/legal action as a consequence. I am not aware or any circumstances which might impair my fitness for employment under Government.			
Signature of Candidate: Date: Place:			

TO BE FILLED BY THE OFFICE

- iii) Name, Designation and full address of the appointment authority.
- iv) Post for which the candidate is being considered.