

**Government of Himachal Pradesh
Department of Higher Education**

No. EDN-A-Kha (02)-14/2023

Dated: Shimla-02,

24.03.2023

NOTIFICATION

The Governor, Himachal Pradesh, on the recommendations of H.P. Public Service Commission, is pleased to order to offer appointment as Assistant Professor in Philosophy (College Cadre) on contract basis to the following candidates with immediate effect, 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), shown against their names as under:-

Sr. No.	Name and address	Subject	Place of posting
1.	Sh. Davesh Sharma S/o Sh. Arvind Sharma R/o House No. 145/5 Palace Colony Mandi, Distt. Mandi, H.P.-175001	Assistant Professor, Philosophy (College Cadre)	GC Nalagarh, Distt. Sofan
2.	Ms. Anita Kumari D/o Sh. Chander Sen R/o Bansal Niwas, Near Soban Service Station, VPO Jeori, Distt. Shimla, H.P.-172101	Assistant Professor, Philosophy (College Cadre)	RKMV Shimla
3.	Ms. Rajnee Devi D/o Sh. Kashmir Singh R/o 223, Village Parain, P.O. Langna, Tehsil Joginder Nagar, Distt. Mandi, H.P.-175015	Assistant Professor, Philosophy (College Cadre)	GC Jaisinghpur

Terms and conditions:-

1. The above mentioned Assistant Professors (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.
2. The Assistant Professor (College Cadre) appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. 34,620 P.M. (Rs. Thirty four thousand six hundred and twenty only which shall be equal to 60% of basic pay i.e. Rs. 57,700 as per Academic level 10). An amount of Rs. 1700/- i.e. 3% 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. The contractual appointee 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 (College Cadre) will be entitled for one day casual leave after putting in one month service. However, the contract employees will also be entitled for 10 days 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 at least 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.
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.

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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 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.
17. He/She will have to produce all the certificates in original at the time of joining this appointment.

If, the above terms and conditions are acceptable to him/her, he/she should report for duty within 10 days 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

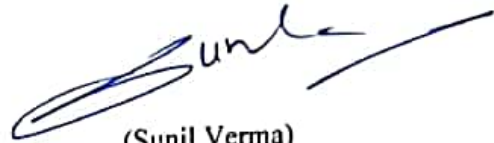
Dr. Abhishek Jain, IAS
Secretary (Education) to the
Government of Himachal Pradesh

No. EDN-A-Kha (02)-14/2023 Dated: Shimla-02, 24.03.2023
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 (College Cadre) and keep all the record of individual concerned. The DHE may also ensure that the newly contract appointee fulfil 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 Nalagarh, Distt. Solan, RKMV Shimla and GC Jaisinghpur, Distt. Kangra 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 16 and certificate to this effect be also sent to the Director of Higher Education. The Principal should accept joining as per the above Terms & Conditions after production of Medical Fitness Certificate, Agreement duly signed by the candidate on Judicial Paper and after completing all codal formalities.

3. The Secretary, H.P. Public Service Commission, Shimla-2 with reference to their recommendation made vide letter No. 3-29/2022-PSC(R-I)-1634 dated 06.03.2023 for information.
4. The Chief Medical Officer, DDU Hospital, Shimla-I with the request to send the medical fitness report / certificate to the Director of Higher Education, Himachal Pradesh, Shimla-1.
5. The individual concerned (By name by Speed/registered post).
6. Guard file.



(Sunil Verma)
Joint Secretary (Hr.Edu.) to the
Government of Himachal Pradesh

(Signature)

Appendix-II

Form of contract/ agreement to be executed between the Assistant Professor 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 _____ Sir/ _____ R/o _____

Contract appointee (hereinafter called the FIRST PARTY), AND The Governor, 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 Professors (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 Professors (College Cadre) for a period of one year commencing on the 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 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 ₹ 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 satisfactory.
4. Contractual appointee Assistant Professor will be entitled for one day's casual leave after putting one month's service, 10 day's medical leave and 5 days special leave, in a calander year. A female contract appointee with less than two surviving children may be granted maternity leave for 135 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 be entitled for medical re-imbusement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.
Provided that 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.
5. 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 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:

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Provided that he/she 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 has 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 his/ 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 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 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)

(Signature of the SECOND PARTY)
