

(Authoritative English Text of this Department's Notification No. Ayur-B(2)-3/95-I dated 15th September, 2010 as required under clause (3) of Article 309 of the Constitution of India.)

GOVERNMENT OF HIMACHAL PRADESH
DEPARTMENT OF AYURVEDA

No. Ayu-B(2)-3/95

dated: Shimla-171002, the

15-9-2010

NOTIFICATION

In exercise of the powers conferred by proviso to Article 309 to the Constitution of India the Governor of Himachal Pradesh in consultation with HP Public Service Commission, is pleased to make the Recruitment and Promotion Rules for the post of Homeopathic Medical Officer (Class-I Gazetted) in the Department of Ayurveda, Himachal Pradesh, as per Annexure-A attached to this notification, namely:-

- Short title & Commencement: 1 (1) These rules may be called the Himachal Pradesh Department of Ayurveda, Homeopathic Medical Officers, Class-I (Gazetted) Recruitment & Promotion Rules, 2010
- (2) These rules shall come into force from the date of publication in official Gazette.
- Repeal & Savings: 2 (1) The Himachal Pradesh Department of Indian System of Medicine & Homeopathy, Homeopathic Medical Officer (Class-I Gazetted) Recruitment & Promotion Rules, 1995 notified vide this Department's Notification No. Health-A(3)-6/88 dated 29.7.1995 are hereby repealed.
- (2) Notwithstanding such repeal, any appointment made or anything done or any action taken under the relevant rules so repealed under sub rule (1) supra shall be deemed to have been validly made, done or taken under these rules.

By Order

Principal Secretary (Ayurveda) to the
Government of Himachal Pradesh

Endst. No. As above

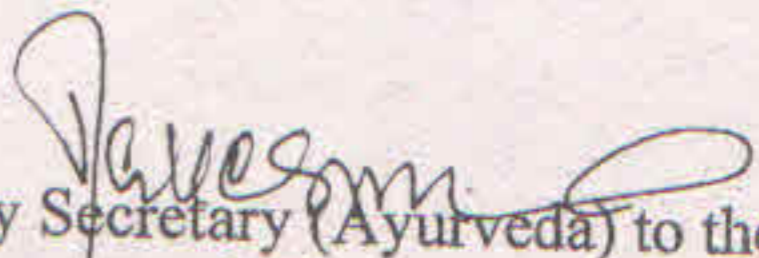
Dated: Shimla-2 the

15-9-2010

Copy forwarded to the following for information and taking further necessary action to:-

1. All the Additional Chief Secretaries/Principal Secretaries/Secretaries to the Government of Himachal Pradesh Shimla-171002.
2. The Director, Ayurveda, HP Shimla-171009.
3. The Secretary HP Public Service Commission, Nigam Vihar, Shimla-171002 w.r.t. his letter No. 1-2/78-PSC-Part dated 14.5.2010.
4. The Controller, Printing & Stationery Department, HP Shimla-171005 for publication in the Rajpatra.

5. The ALR-cum-under Secretary (Law) to the Government of H.P. Shimla-171002
6. Guard file/Spare copies-100 copies.


Deputy Secretary (Ayurveda) to the
Government of Himachal Pradesh.

ANNEXURE-A

RECRUITMENT & PROMOTION RULES FOR THE POST OF HOMOEOPATHIC MEDICAL OFFICER {CLASS-I GAZETTED} IN THE DEPARTMENT OF AYURVEDA, HIMACHAL PRADESH.

1.	Name of Post :	Homoeopathic Medical Officer
2	Number of post(s):	14 (Fourteen)
3	Classification:	Class-I (Gazetted)
4	Scale of pay:	<u>(i) Pay Scale for regular incumbents:-</u> Rs. 10,300-34,800 plus Rs. 5000/- (Grade pay). <u>(ii) Emoluments for contract employees :-</u> Rs. 15,300/- as per details given in Column 15-A
5	Whether selection post or non selection post:	Not applicable
6	Age for direct recruitment:	45 years and below.
<p>Provided that the upper age limit for direct recruits will not be applicable to the candidates already in service of the Government including those who have been appointed on adhoc or on contract basis:</p> <p>Provided further that if a candidate appointed on adhoc basis or on contract basis had become overage on the date when he /she was appointed as such he/she shall be eligible for any relaxation in the prescribed age limit by virtue of his/her adhoc or contact appointment:</p> <p>Provided further that the upper age limit is relaxable for scheduled cast/scheduled Tribes/other categories of persons to the extent permissible under the general or special order(s) of the Himachal Pradesh Government:</p> <p>Provided further that the employees of all the Public Sector Undertakings and Autonomous Bodies who happened to be Government servants before absorption in Public Sector Undertakings/ autonomous bodies at the time of initial constitutions of such Undertakings/ autonomous bodies shall be allowed age concession in direct recruitment as admissible to Government Servants. This concession will however be admissible to such staff of the Public Sector Undertakings/ autonomous bodies who were/are subsequently appointed by such Undertakings /autonomous bodies and who are/were finally absorbed in the service of such Undertakings/ autonomous bodies after initial constitution of the Public Sector Undertakings/ Autonomous Bodies.</p> <p>1. Age limit for direct recruitment shall be reckoned on the first day of the year in which the post(s) is /are advertised for inviting applications or notified to</p>		

	the Employment Exchange as the case may be.	
	2. Age and experience in the case of direct recruitment, relaxable at the discretion of Himachal Pradesh Public Service Commission in case the candidate is otherwise well qualified.	
7	Minimum Educational & other Qualifications required for direct recruits:	<p><u>(I) ESSENTIAL QUALIFICATION:-</u></p> <p>(i) 10+2 or its equivalent examination from Board/University recognized by the Central/State Government.</p> <p>(ii) Degree in Homoeopathy of 5½ years duration from a recognized University/Board established by law or institution recognized by the Central/State Govt. mentioned in 2nd or 3rd schedule of Homoeopathy Central Council Act, 1973.</p> <p>(iii) Should be registered with the Central Homoeopathy Council/ Homoeopathy Council of Himachal Pradesh.</p> <p><u>(II) DESIRABLE QUALIFICATION :-</u></p> <p>Knowledge of customs/ manner and dialects of Himachal Pradesh and suitability for appointment in the peculiar conditions prevailing in the Pradesh.</p>
8	Whether age and educational qualifications prescribed for direct recruits will apply in the case of the Promotees:	Not Applicable.
9	Period of probation, if any:	Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and reasons to be recorded in writing.
10	Method of recruitment whether by direct recruitment or by promotion deputation, transfer and the percentage of posts to be filled in by various methods:	100% by direct recruitment on regular basis or by recruitment on contract basis as the case may be. The contract employees will get emoluments as given in Col. 15-A and will be governed by service conditions as specified in the said column.
11	In case of recruitment by promotion, deputation transfer grade from which promotion / deputation transfer is to be made:	Not applicable

12	If a Departmental promotion committee exists, what is its composition:	Not applicable
13	Circumstances under which the HPPSC is to be consulted in making recruitment:	As required under the law
14	Essential requirement for a direct recruitment:	Candidates for appointment to any service or post must be a citizen of India.
15.	Selection for appointment to post by direct recruitment:	Selection for appointment to post in the case of direct recruitment shall be made on the basis of viva-voce test if Himachal Pradesh Public Service Commission or other recruiting authority, as the case may be, so considered necessary or expedient by a written test, or practical test, the standard/ syllabus, etc. of which will be determined by the commission OR other recruiting authority, as the case may be.
15(A)	Selection for appointment to the post by contract recruitment:	<p>Notwithstanding anything contained in these rules, contract appointments to the post will be made subject to the terms and conditions given below:-</p> <p><u>(I) CONCEPT:</u></p> <p>(a) Under this policy, Homoeopathic Medical Officers in the Department of Ayurveda will be engaged on contract basis initially for one year, which may extendable on year to year basis. Provided that for extension/renewal of contract period on year to year basis the concerned HOD shall issue a certificate that the service and conduct of the contract appointee is satisfactory during the year and only then his period of contract is to be renewed/extended.</p> <p><u>(b) Posts falling within the purview of HPPSC:</u> The Principal Secretary (Ayurveda)/ Secretary (Ayurveda) after obtaining the approval of the Government to fill up the vacant posts on contract basis will place the requisition with the concerned recruiting agency i.e. H.P. Public Service Commission.</p> <p>(c) The selection will be made in accordance with the eligibility conditions prescribed in these rules.</p>

(II) CONTRACTUAL EMOLUMENTS:-

The Homoeopathic Medical Officers appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. 15,300/- per month {which shall be equal to minimum of the pay band plus grade pay of the post}. An amount of Rs. 460/- (3% of the minimum of pay band + grade pay of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed if contract is extended beyond one year.

(III) APPOINTMENT/DISCIPLINARY AUTHORITY :-

The Principal Secretary (Ayurveda) /Secretary (Ayurveda) to the Government of Himachal Pradesh will be appointing and disciplinary authority.

(IV) SELECTION PROCESS:-

Selection for appointment to the post in the case of Contract Appointment will be made on the basis of viva-voce test, or if considered necessary or expedient by a written test or practical test the standard/ syllabus etc. of which will be determined by the concerned recruiting agency i.e. the H.P. Public Service Commission.

(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS:-

As may be constituted by the competent authority i.e. HPPSC from time to time.

(VI) AGREEMENT:-

After selection of a candidate, he/she shall sign an agreement as per Annexure-B appended to these Rules.

(VII) TERMS AND CONDITIONS:-

- (a) The contract appointee will be paid fixed contractual amount @ Rs. 15,300/- per month {which shall be equal to minimum of the pay band plus grade pay}. The contract appointee will be entitled for increase in contractual amount @ Rs. 460/- (3% of the minimum of pay band + grade pay of the post) for further extended years and no other allied benefits such as

		<p>seniority/selection scales and NPA etc. will be given.</p> <p>(b) 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.</p> <p>(c) Contract Appointee will be entitled for one day casual leave after putting one month service. This leave can be accumulated up to one year. No leave of any other kind is admissible to the contract appointee. He/She shall not be entitled for Medical Re- imbursement and LTC etc. only maternity leave will be given as per rules.</p> <p>(d) Unauthorized absence from the duty without the approval of the controlling Officer shall automatically lead to the termination of the contract. Contract Appointee shall not be entitled for contractual amount for the period of absence from duty.</p> <p>(e) An official appointed on contract basis who have completed five years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.</p> <p>(f) Selected candidate will have to submit a certificate of his/her fitness from a Government authorized/registered Medical Practitioner. Women candidate pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness from Government authorized/registered Medical Practitioner.</p> <p>(g) Contract appointee will be entitled for TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular Homeopathic Medical Officer at the minimum of the Pay scale.</p> <p>(h) Provisions of service rules like FR, SR, Leave Rules, GPF Rules, Pension Rules & Conduct Rules etc. as are applicable in case of regular employees will not be</p>
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		applicable in case of contract appointees. They will be entitled for emoluments as detailed in this column.
16	Reservation:	The appointment to the service shall be subject to orders regarding reservation in the service for scheduled caste/scheduled tribes/Other Backward classes/other categories of persons issued by H.P. Government from time to time.
17	Departmental examination:	Every member of the service shall pass a Departmental Examination as prescribed in the Departmental Examination Rules, 1997 as amended from time to time.
18.	Powers to relax:	Where the State Government is of the opinion that it is necessary or expedient to do so, it may, by order for reasons to be recorded in writing and in consultation with the H.P. Public Service Commission, relax any of the Provisions of these Rules with respect to any class or category of persons or posts.

FORM OF CONTRACT/AGREEMENT TO BE EXECUTED BETWEEN THE HOMEOPATHIC MEDICAL OFFICER AND THE GOVERNMENT OF HIMACHAL PRADESH THROUGH PRINCIPAL SECRETARY/SECRETARY (AYURVEDA) TO THE GOVERNMENT OF HIMACHAL PRADESH

This agreement is made on this _____ day of _____ in the year _____ between Sh/Smt. _____ son/daughter of Shri _____ R/o _____

_____ contract appointee (here-in-after called the FIRST PARTY), AND the Governor, Himachal Pradesh through Principal Secretary/Secretary (Ayurveda) to the Govt. of 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 Homeopathic Medical Officer 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 Homeopathic Medical Officer for a period of one year commencing on the _____ day of _____ and ending on _____ day of _____. It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with the 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 Homeopathic Medical Officer will be entitled for one day casual leave after putting in one month service. This leave can be accumulated up to one year. No leave of any kind is admissible to the contractual Homeopathic Medical Officer. He will not be entitled for any kind of Medical Reimbursement and LTC etc. Only maternity leave will be given as per rules.
5. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. A contractual Homeopathic Medical Officer will not be entitled for contractual amount for the period of absence from duty.
6. An official appointed on contract basis who has completed five 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 DDU Zonal (RIPON) Hospital, Shimla. In case of women candidates pregnant beyond 12 weeks will render her temporarily unfit till the confinement is over. The woman candidate should be re-examined for fitness from DDU Zonal (RIPON) Hospital, Shimla.

- 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 rates as applicable to regular counterpart officer at the minimum of the pay scale.
- 9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to the contractual appointee(s).
- 10. Private practice of any kind, whatsoever is prohibited.

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 _____
 Address _____

2. _____
 Name _____
 Address _____

(Signature of the FIRST PARTY)

IN THE PRESENCE OF WITNESS.

1. _____
 Name _____
 Address _____

2. _____
 Name _____
 Address _____

Signature of the SECOND PARTY)
