

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

Dated : Shimla -171001

24th October, 2016

OFFICE ORDER

In pursuance of the decision taken by the Govt. for taking over of the services of teaching and non-teaching staff of erstwhile privately managed Swami Vivekanand Gramodya College, Shivanagar District Kangra, conveyed vide letter No.EDN-A-Ka(1)-16/2014 dated 22.09.2016 and affidavit submitted by candidates, the services are hereby taken over on contract basis on the salary of minimum Pay Band (10300) + Grade pay (4200) i.e. Rs. 14500/= per month. 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 Candidate Sh/Smt	Post against which being taken over on contract	DOB	Category	Place of posting GSSS	Remarks
1	2	3	4	5	6	7
1	Sunita Sharma	PGT English	12.04.72	Gen	Gumma(K.Khai) (SML)	Against vacancy
2	Sarita Kumari	PGT Pol.Science	08.05.75	Gen	Himri (SML)	Against vacancy
3	Kiran Bala	PGT Economics	16.02.80	Gen	Bagain (SML)	Against vacancy
4	Bablesli Kumari	PGT Hindi	07.06.73	Gen	Jadera (CBA)	Against vacancy
5	Sandeep Sharma	PGT Sanskrit	15.03.86	Gen	Rawla Kiar (SML)	Against vacancy
6	Sanjay Kumar	PGT Maths	14.03.68	Gen	Tikroo (MND)	Against vacancy

Terms and conditions

1. 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 annexure 'A'.
2. It will be the personal responsibility of the Principal to inform this Directorate joining of the concerned PGT.
3. That the educational and professional qualifications possessed by the candidate will be the same as prescribed by the Department for the post of Post Graduate Teacher 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 PGT 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.
4. 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.
5. The contractual appointee will be paid fixed contractual amount @ Rs . 14500/- per month (which shall be equal to minimum of pay band + grade Pay). The Contract appointee will be entitled for annual increase in contractual amount 3% of the minimum of pay Band + Grade Pay as Annual increase in contractual emoluments for the subsequent year (s) will be allowed if contract is extended beyond one year.
6. 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.
7. 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.

8. Contractual PGT will be entitled for one day casual leave after putting in one month service. 10 days medical leave and 5 days special leave admissible and can be accumulated up to one year. He/She will not be entitled for Medical Reimbursement and L.T.C etc. Only maternity leave will be given as per Rules. However unavailed casual leave and Medical leave can be accumulated to the calendar year and will not be carried forward for the next calendar year.
9. Unauthorized absence from the duty without the approval of the controlling authority shall automatically lead to the termination of the contract. Contractual PGT (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 PGTs 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.

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 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 candidate will have no right to claim it.


These orders are available on Departmental website i.e. www.educationhp.org


Director Higher Education
Himachal Pradesh

Endst. No. even Dated: Shimla-171001 the .
Copy for information and further necessary action to:-

24th October, 2016

1. The Principal Secretary (Education) to the Govt. of Himachal Pradesh, Shimla-171002.
2. The Deputy Director of Higher Education Kangra Distt, Kangra, Himachal Pradesh is hereby directed that the character and antecedents of the candidates appointed in the schools under his control may be got verified within three months of the date of their joining and reports be sent to this Directorate within 10 days after completion of the scheduled date /time of three months. The intimation of the joining of the candidates in his district may also be sent.
3. The concerned Principal of the schools 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 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.
5. Individual concerned through Speed Post.
6. Superintendent College Branch DEHP.
7. The Guard file


Director Higher Education
Himachal Pradesh

Form of contract/ agreement to be executed between the Post Graduate Teacher (Name of the post) and the Government of Himachal Pradesh through Director of Higher Education. (Designation of the Appointing Authority).

This agreement is made on this _____ day of _____ in the year _____ between

Sh./Smt. _____ S/D/O Shri _____

R/O _____

Contract appointee (hereinafter called the FIRST PARTY), AND The Governor of Himachal Pradesh through Director of Higher Education (Designation of the Appointing Authority)/Head of the Institution i.e Principal/Headmaster (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 PGT on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a PGT 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.
2. The contractual amount of the FIRST PARTY will be Rs. 14500/- per month + 3% annual increase.
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. The contractual appointment shall not confer any right to incumbent for the regularization of service at any stage.
5. Contractual PGT will be entitled for one day casual leave after putting in one month service. 10 days medical leave and 5 days special leave admissible and can be accumulated up to one year. He/She will not be entitled for Medical Reimbursement and L.T.C etc. Only maternity leave will be given as per Rules.
6. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. A contractual PGT will not be entitled for contractual amount for the period of absence from duty.
7. Transfer of an official appointed on contract basis will not be permitted from one place to another in any case. An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need basis wherever required on administrative grounds.
8. Selected candidate will have to submit a certificate of his/her fitness from a Government/ Registered Medical Practitioners. 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 Officer/ Practitioner.
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 applicable to regular counter-part official.

10. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointee(s).

11 Contract PGT 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 full fill 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.

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)

(Signature of the SECOND PARTY)

2. _____

(Name and full address)