

NO.EDN-H (19) B (1)-6/2009-10 Appointment of S.Q.
Government of Himachal Pradesh
Directorate of Higher Education

Dated: Shimla-171001, the

15th July 2011

OFFICE ORDER

On the recommendation of the Director, Youth & Sports, Himachal Pradesh, Shimla-2, the following Sports Persons are hereby appointed as PGT class-III **purely on contract basis** on salary of minimum Pay Band (10300) +Grade pay (4200) i.e. Rs. 14500/= per month. The appointees are directed to report for duty in the respective schools of their posting, as shown against their names within the prescribed time, subject to the acceptance and fulfilment of the following specific terms and conditions as given below:-

Sr. No.	Name of the candidates & address	Subject	D.O.B	Category	Palce of posting GSSS
1	Ajay Kumar S/o Sh. Bhim Chand VPO Sehli Sub Tehsil Kotli Tehsil Sadar Mandi Distt. Mandi -175001	Chemistry	09.07.85	Gen	Kot -Snore (MND)
2	Miss Chandresh Kumari D/o Sh. Inder Singh Vill Bhyarta PO Chunahan Tehsil Sadar Distt. Mandi HP-175027	Chemistry	03.06.85	SC	Panarsa (MND)

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 is posted that he has carefully gone through the conditions of the contract appointment and the conditions imposed are acceptable to him. 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 PGT 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. 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, the services will be terminated forthwith without assigning any further reasons. 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 Every employee shall have to serve at least one term in the Tribal/Difficult areas subject to adequate number of post(s) available in such area. If posted in non Tribal /Non-Difficult he shall be posted at any time in Tribal / Difficult areas as per need of the Department in relaxation of all terms and conditions.
- 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). No amount will be paid for vacation period. The Contract appointee will be entitled for annual increase in contractual amount @ Rs. 440/-(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.

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- 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 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 Reimbursement and LTC etc. Only maternity leave will be given 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 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 five years tenure 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. The women candidate will be re-examined for the fitness 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 & Contract Rules etc. as applicable in case of regular employee will not be applicable to contract appointees.
- 14 Contract Lecturers of school cadre 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 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 candidate(s) must be bonafied 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 posting on or before 30-07-2011 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 order are also 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:-

- 1 The Principal Secretary (Higher Education) to the Govt. of Himachal Pradesh, Shimla-171002.
- 2 The Director Youth Service and Sports, H.P.Shimla -2 with reference to his letter No. 6-1/2006-YSS-8824,10142 dated 17.12.2010 and 19.03.2011.
- 3 The concerned Deputy Director of Higher Education, Himachal Pradesh. They are 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.
- 4 The concerned Principal/Headmaster 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 alongwith 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:-**
- 5 The D.A. dealing with seniority/Transfer matters in the Estt. Branch-II(internal)Directorate of Higher Education with the directions that the separate seniority of the teachers appointed on contract basis be maintained.
- 6 Individual concerned through **Registered Post.**
- 7 The Guard file.



**Director of Higher Education
Himachal Pradesh**

Annexure 'A'

Form of contract/ agreement to be executed between the Lecturer(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/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 Lecturer(Name of the post) on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Lecturer (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.
2. The contractual amount of the FIRST PARTY will be Rs. 14500/- 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 Lecturer (Name of the post) 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 Lecturer(Name of the post). He will not be entitled for Medical Reimbursement and L.T.C 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 Lecturer(Name of the post) will not be entitled for contractual amount for the period of absence from duty.
6. Transfer of an official appointed on contract basis will not be permitted from one place to another in any case.
7. 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.
- 8 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.
- 9 The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointee(s).

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)