

No. EDN-H(19)B(1)-1/2012-PTA-Gen.

Directorate of Higher Education

Himachal Pradesh

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Dated :Shimla -171001

20<sup>th</sup> January, 2015

**OFFICE ORDER**

In pursuance to the decision taken by the Govt. and further conveyed by the Principal Secretary (Education) to the Govt. of Himachal Pradesh vide letter No. EDN-A-Kha(7)6/2012 dated 16<sup>th</sup> August, 2013, clarification dated 24.05.2014, 02.01.2015 & instructions vide letter No. EDN-A-Kha(7)-6/2012- dated 03.01.2015 and as per the record made available by the Principal concerned and on the recommendations of Screening Committee constituted at the Directorate level, the services of the following Post Graduate Teachers who were engaged/ provided by the PTA under Grant-in-Aid Rules-2006 in different subjects in Govt. Sr. Sec. Schools in H.P. against the sanctioned post and have completed seven years of continuous services as on 31.12.2014 after considering the permissible/specified absence as per the instruction issued on 03.01.2015, are hereby taken over **purely on Contract basis as PGT in relevant subjects** on the salary of minimum Pay Band (Rs. 10300/-) + Grade Pay (Rs 4200/-) per month. The PGTs are directed to report for duties in the respective schools of their present posting where they are already posted within the prescribed time subject to the acceptance and fulfilment of the following terms and conditions:-

**Necessary directions for DDOs/Controlling officers/Principals before signing the agreement with the teacher:-**

- (1) **The services of only those PTA provided Lecturers under Grant-in-Aid have been taken over as PGTs *who have put in seven years of continuous service on 31.12.2014. However while reckoning seven years continuous service the absence period due to the reasons mentioned below not be considered as break:-***
  - (a) **Absence period for doing B.Ed. or any higher qualification exams required to fulfil R&P Rules i.e. improvement in the subject concerned etc.**
  - (b) **Maternity Leave availed up to 84 days or 168 days (two separate spells of Maternity Leave).**
  - (c) **Absence period on medical grounds (Medical certificate of that particular time only be checked).**
  - (d) **Other than the above a period of maximum 42 days of absence on account of other reasons.**
- (2) **If there is any break beyond the instructions at Sr. No. (1) in the continuity of service on any account in respect of the PGT concerned, if so found the matter may be brought to the notice of this Directorate immediately (while deciding this period, unauthorised absence beyond the details given above be taken into consideration).**
- (3) **It may be ensure that the PTA-GIA has acquired B.Ed. degree from the recognized University.**
- (4) **It may be ensured that no enquiry/vigilance case is pending against the candidate concerned.**

Sr. No.	Name of the candidate	Subject	Name of the School presently posted	Name of District	Category	Date of Birth	Date of initial engagement on PTA-GIA basis
1	Anjana Bhaik	English	Kotgarh	SML	Gen.	17.11.79	08.05.07
2	Devinda Devi	Hist	Piran	SML	SC	19.10.75	17.08.07
3	Shyam Lata	Comm	Bahali	SML	Gen	22.05.78	29.06.06

4	Dilbag	Music (V)	Amni	KGR	OBC	06.01.74	01.09.06
5	Alka Sharma	English	Indora	KGR	Gen	18.02.78	06.10.06
6	Sudesh Lata	English	Dagoh	KGR	SC	02.12.78	01.09.06
7	Sumeet Kumar	Comm	Lanoud	KGR	OBC	15.07.79	08.10.07
8	Aarti Dixit	Hist	Ghirtholi	KGR	Gen	30.03.82	21.09.07
9	Suman Bala	Hist	Kuther	KGR	OBC	12.08.73	24.09.07
10	Chhavi Sood	Bio.	Lanoud	KGR	Gen	13.05.81	09.10.07
11	Ashok Kumar	Econo	Ballah	KGR	OBC	02.03.62	26.09.07
12	Renu Bala	Hindi	Kalhel	CBA	Gen	20.04.82	21.09.07
13	Rajni Devi	Comm	Tambol	BLP	Gen	01.07.83	04.10.07
14	Kamla Devi	Hindi	Syanj Bagra	MND	Gen	02.04.80	29.06.06
15	Manju Kumari	Hist	Maseran	MND	Gen	17.02.74	25.09.06
16	Vinod Kumar	Comm	Chowk	MND	Gen	08.02.77	28.09.07
17	Promila Devi	Hist	Chowk	MND	Gen	26.02.79	24.09.07
18	Gouri Dutt	Econo	Chandesh	MND	Gen	08.10.83	24.09.07
19	Rakesh Kumar	Maths	Ootpur	MND	Gen	05.06.70	18.04.07
20	Hukam Chand	Pol. Sc.	Karsog	MND	SC	11.02.72	08.06.07
21	Inder Singh	Hist	Killing	MND	Gen.	11.05.70	01.07.07
22	Jogindra Devi	Maths	Killing	MND	Gen.	09.04.80	01.05.07
23	Devindra Devi	Eco	Killing	MND	Gen.	17.09.78	01.05.07
24	Pratap Singh	English	Keolidhar	MND	Gen	24.07.74	26.04.07
25	Anupama	Maths	Baruna	SLN	Gen	17.7.80	21.09.06
26	Sarla Devi	Pol. Sc.	Chandi (A)	SLN	Gen	17.06.81	19.10.06
27	Surender Mohan	Hindi	Bechar Ka Bag	SMR	OBC	25.03.78	20.10.06

**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 taken over 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 regarding 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 at the time of entry to the grade /post. 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 one month service. However the contract employee will also be entitled for 16 weeks Maternity leave, 10 days Medical Leave and five days special leave. He/ She shall not be entitled for Medical Reimbursement and LTC etc. No leave of any other kind except above is admissible to the contractual employee. 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 at number 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 a 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, and GPF Rules & Pension Rules etc. as applicable in case of regular employee will not be applicable to contract appointees.
- 14 Contract PGT shall teach those subjects from class 6<sup>th</sup> to 10<sup>th</sup> 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 fulfil 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.
- 19 **These orders can be withdrawn any time if anything found contrary to the Govt. instructions dated 16.08.2013 and 03.01.2015 without any notice.**

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](http://www.educationhp.org)



**Director Higher Education  
Himachal Pradesh**

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

20th Jan., 2015

1. The Additional Chief Secretary (Higher Education) to the Govt. of Himachal Pradesh, Shimla-171002.
2. All the Deputy Directors of Higher Education, Himachal Pradesh with the direction 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 Principals of the schools with the directions that before accepting the joining report of the candidate it may be ensured that 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.
- 6 The Guard file



**Director Higher Education  
Himachal Pradesh**

**Annexure-“A ”**

**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/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(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 PGT (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. The contractual appointment shall not confer any right to incumbent for the regularization of service at any stage.
5. Contractual PGT (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 PGT (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.
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 (Name of the post) 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 6<sup>th</sup> to 10<sup>th</sup> 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and full address)

(Signature of the FIRST PARTY)

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and full address)

IN THE PRESENCE OF WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and full address)

(Signature of the SECOND PARTY)

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and full address)