

No. EDN-HE(12)B(2)-17/2012-PTA-Part-II
Directorate of Higher Education
Himachal Pradesh

Dated :Shimla -171001

the 3rd 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 16th August, 2013, further clarification dated 24.05.2014 and 02nd January, 2015 and on the recommendation of Screening Committee constituted at the Directorate level, the services of the following DPEs who were engaged/ provided by the PTA under Grant-in-Aid Rules-2006 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 are hereby taken over **purely on Contract basis** with immediate effect on the salary of minimum Pay Band (Rs. 10300/-) + Grade Pay (Rs 3600/-) per month. The DPEs 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 fulfillment of the following terms and conditions:-

Sr. No.	Name of DPE	Present place of posting	Categ-ory	Date of Birth	Date of first engagement / hired on PTA basis.
1	2	3	4	5	6
1	Surender Kumar	GSSS Bhakra, Bilaspur	Gen.	10.11.1976	29.08.2006
2	Ravinder Singh	GSSS Swahan, Bilaspur	Gen.	12.02.1976	29.06.2006
3	Gurdeep Singh	GSSS Tarsooh, Bilaspur	Gen	09.08.1974	11.09.2006
4	Gurmeet Singh	GSSS Mittiyan, Solan	Gen	08.03.1974	01.07.2006
5	Kamlesh	GSSS, Tandu, Mandi	Gen	07.10.1974	28.9.2006
6	Ravi Singh	GSSS, Golwan, Mandi	Gen	19.09.1975	04.09.2006
7	Ajay Kumar	GSSS Seoh, Mandi	Gen	11.07.1979	18.09.2006
8	Lekh Ram	GSSS, Sudhar, mandi	OBC	04.04.1979	29.06.2006
9	Muni Lal	GSSS Keolidhar, Mandi	Gen	21.05.1975	29.06.2006
10	Samer Singh	GSSS Nauhli ,Mandi	Gen	19.10.1974	30.06.2006
11	Rajesh Kumar	GSSS Kao, Mandi	Gen	11.02.1977	03.11.2006
12	Raj Kumar	GSSS Langna, Mandi	Gen	04.04.1977	01.01.2007
13	Chetan Sharma	GSSS Duttanagar, Shimla	Gen	08.03.1981	29.06.2006
14	Rajeev Sharma	GSSS Kiara, Shimla	Gen	27.05.1969	01.07.2006
15	Surinder Singh	GSSS Khunni, Shimla	Gen	02.06.1977	29.06.2006
16	Vijay Singh	GSSS Narain, Shimla	Gen	12.05.1972	29.06.2006
17	Mohan Lal	GSSS Dharampur Madhan, Shimla	Gen	15.02.1978	14.09.2006
18	Sunil Kumar	GSSS Khamadi, Shimla	Gen	29.03.1978	29.06.2006
19	Satish Kumar	GSSS Jeori, Shimla	Gen	04.01.1979	28.10.2006
20	Chander Prakash	GSSS Pulbahal, Shimla	Gen	16.04.1980	09.11.2006
21	Arun Chauhan	GSSS Sari, Shimla	Gen	12.05.1981	28.12.2006
22	Jagat Singh	GSSS, Gaunth , Shimla	Gen	11.09.1984	21.12.2006
23	Jiteshwar Dutta	GSSS Pujarli-4, Shimla	Gen	03.03.1983	03.10.2006
24	Ajay Kumar	GSSS Pujarli-3, Shimla	Gen	16.02.1977	30.06.2006

25	Yash Dev	GSSS Khundian, Kangra	SC	04.05.1972	29.06.2006
26	Rajiv Kumar	GSSS(B) Garli (Kangra)	Gen	20.01.1976	22.09.2006
27	Mahadev Singh	GSSS Ghar, Kangra	Gen	29.09.1977	26.09.2006
28	Khem Raj	G(G)SSS Nurpur, Kangra	ST	10.03.1979	01.09.2006
29	Rakesh Kumar	GSSS(B) Nurpur , Kangra	ST	19.5.1978	01.09.2006
30	Ashoka	GSSS Dainkwan, Kangra		10.05.1980	01.09.2006
31	Kamal Naian	GSSS Darini, kangra	Gen	03.01.1971	01.11.2006
32	Suresh Kumar	GSSS Rajiana , Kangra	OBC	08.11.1972	23.11.2006
33	Pawan Kumar	GSSS Ladori, Kangra	Gen	10.11.1980	06.09.2006
34	Rahul Pathania	GSSS Gharjarot, Kangra	Gen	17.07.1983	18.09.2006
35	Vijay Singh	GSSS Kandi Dholran, Kangra	Gen	02.04.1982	01.09.2006
36	Varinder Singh	GSSS Sadwan, Kangra	Gen	22.03.1981	01.09.2006
37	Babu Ram	GSSS Dagoh, Kangra	Gen	12.02.1973	01.09.2006
38	Anuj Kumar	GSSS Tamber , Kangra	SC	18.07.1980	01.09.2006
39	Santosh Kumar	GSSS Sanej, Kullu	Gen	01.03.1983	29.06.2006
40	Sanjay Kumar	GSSS Lagauti, Kullu	Gen	16.11.1974	29.06.2006
41	Kalzang Chundui	GSSS Kibber , L & S	ST	25.10.1980	22.09.2006
42	Nawang lote	GSSS Lossar, L& S	ST	28.12.1979	26.09.2006
43	Jaimal Singh	GSSS Bijhari, Hamirpur	Gen	16.11.1977	01.10.2006
44	Satpal Singh	GSSS Kulhera, Hamirpur	Gen	07.09.1978	12.09.2006
45	Pawan Kumar	GSSS Lower Hareta, Hamirpur	Gen	30.09.1974	31.08.2006
46	Vinod Kumar	GSSS Bhanjal, Una	Gen	04.11.1981	28.08.2006
47	Rakesh Kumar	GSSS Ambehra, Una	Gen	09.03.1976	20.09.2006
48	Rajiv Jaswal	GSSS Saroh, Una	Gen	16.10.1979	08.09.2006
49	Balvinder Singh	GSSS Baliwal, Una	OBC	29.11.1978	11.09.2006
50	Ram Paul	GSSS Bathu, Una	ST	20.07.1977	29.08.2006
51	Puran Chand	GSSS Kamaru, Sirmour	Gen	20.06.1971	29.06.2006
52	Vijay Kumar	GSSS Narag, Sirmour	Gen	19.06.1979	29.06.2006
53	Ranjeet Singh	GSSS Khanag, Kullu	Gen	22.03.1977	15.11.2006
54	Rajesh Kumar	GSSS Jaure Amb, Hamirpur	Gen	08.07.1980	01.12.2006
55	Kamaljeet	GSSS Shorshas, Mandi	Gen	31.01.1977	16.11.2006
56	Avinash Sharma	GSSS Saloa, Bilaspur	GEN	10.01.1982	07.09.2007
57	Sumen Kumar	GSSS Narge, Bilaspur	ST	08.01.1981	21.09.2007
58	Rajeev Kumar	GSSS Baddu, Bilaspur	GEN	20.12.1977	23.04.2007
59	Dinesh Kumar	GSSS Malraon, Bilaspur	GEN	09.06.1977	06.10.2007
60	Inder Singh Verma	GSSS Kuh-Manjhwar, Bilaspur	GEN	04.05.1973	28.08.2007
61	Mohender Kumar	GSSS Soldho, Bilaspur	GEN	01.01.1982	27.08.2007
62	Ramesh Chand	GSSS Nakhlehra, Bilaspur	GEN	05.08.1978	07.09.2007
63	Umesh Kumar	GSSS Dharwas, Pangi, Chamba	ST	11.09.1982	04.11.2006
64	Vinay Katoch	GSSS Sanhoon, Kangra	GEN	01.06.1980	21.07.2007
65	Tilak Raj Angaria	GSSS Kiarwan, Kangra	OBC	12.12.1974	27.09.2007
66	Anil Kumar	GSSS Atyala Dai, Kangra	GEN	05.08.1980	01.10.2007
67	Shivender Singh	GSSS Harsar, Kangra	GEN	10.04.1974	26.09.2007
68	Manish Jaswal	GSSS Passu, Kangra	GEN	24.02.1976	25.09.2007
69	Ashutosh	GSSS Upparli Kothi, Kangra	SC	06.10.1978	21.09.2007
70	Rakesh Kumar	GSSS Ballah, Kangra	SC	17.03.1981	26.09.2007
71	Sudhir Kumar	GSSS Dhaloon , Kangra	OBC	28.08.1976	02.01.2007
72	Anilkumar	GSSS Nagrota Surian, Kangra	OBC	14.06.1975	25.08.2007
73	Neeraj Kant	GSSS Kunsal, Kangra	GEN	15.08.1975	27.06.2007

74	Sanjeev Dagotra	GSSS Zamanaabad, Kangra	OBC	10.04.1979	21.06.2007
75	Arun Kumar	GSSS Sari-Molag, Kangra	GEN	31.03.1979	15.02.2007
76	Ved Parkash	GSSS Lahat, Kangra	OBC	01.10.1975	07.09.2007
77	Arivind Rana	GSSS Balakrupi, Kangra	GEN	09.05.1979	06.10.2007
78	Parveen Kumar	GSSS Manai, Kangra	OBC	07.05.1981	22.09.2007
79	Rajeev Kumar	GSSS Arhal, Shimla	SC	22.07.1978	16.04.2007
80	Rohit Bhandari	GSSS Deha, Shimla	Gen	10.04.1980	08.10.2007
81	Balkrishan	GSSS Dhadi Rawat, Shimla	Gen	26.06.1979	12.09.2007
82	Ramesh Chand	GSSS Tharoch, Shimla	Gen	07.01.1978	01.09.2007
83	Sham Lal	GSSS Thaili Chakti, Shimla	SC	08.11.1973	26.07.2007
84	Mehar Singh	GSSS Dhar Chandna, Shimla	Gen	04.04.1980	26.07.2007
85	Parshotam	GSSS Bassi, Mandi	GEN	17.11.1983	08.10.2007
86	Anil Kumar	GSSS Drubbal, Mandi	GEN	24.01.1978	10.05.2007
87	Sunil Kumar	GSSS Kamlah, Mandi	SC	25.03.1980	21.09.2007
88	Jitander Kumar	GSSS Bhanthal, Mandi	GEN	26.02.1976	30.11.2007
89	Sanjeev Kumar	GSSS Panjalag, Mandi	GEN	27.12.1975	06.09.2007
90	Manoj Kumar	GSSS Jukhla, Bilaspur	Gen	15.07.1978	12.09.2006
91	Kulyash Rai	GSSS Saloh, Una	SC	23.09.1978	25.08.2007
92	Harish Kalia	GSSS Chintpurni Una	Gen.	19.08.1981	25.08.2007
93	Sukhvinder Kaur	GSSS Sanoli Una	OBC	10.12.1978	09.10.2006
94	Vivek Changkum	GSSS Rakchham Kinnaur	ST	25.12.1984	07.04.2007
95	Jas Mohan	GSSS Rarang Kinnaur	ST	15.12.1975	14.05.2007
96	Dhanbir Singh	GSSS Kaulanwala Bhood, Sirmaur	GEN	16.03.1970	25.09.2007
97	Anjana Thakur	GSSS Jadol-Taproli, Sirmaur	GEN	18.11.1979	12.09.2007
98	Himanshu	GSSS Ludhiana, Sirmaur	GEN	09.08.1981	21.09.2007

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

- (1) **The services of only those PTA provided DPEs under Grant-in-Aid have been taken over *who have put in seven years of continuous service on 31.12.2014*. Before signing the agreement, concerned DDO/Controlling officer/Principals are directed to check if there is any break in the continuity of service on any account in respect of the DPE concerned, if so found, the matter may be brought to the notice of this Directorate immediately (while deciding this period, unauthorised absence be taken into consideration).**
- (2) **It may also be ensured that no enquiry/vigilance case is pending against concerned candidate.**

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 joining of the concerned DPE.
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-fulfillment 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 DPE 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. 13900/- 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 DPE 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 un availed 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 DPE 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 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.
 - 15 He/She will have to give a declaration to the effect that He/ She has only living spouse, if married
 - 16 He/She will have to take an oath of allegiance /faithfulness to the constitution of India or making solemn affirmation.
 - 17 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**

the 3rd January, 2015

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

1. The Additional Chief Secretary (Higher Education) to the Govt. of Himachal Pradesh, Shimla-171002.
2. The concerned Deputy Director 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 Principal 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 Physical Education 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 DPE (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 DPE (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 DPE (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. 13900/- 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 DPE (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 DPE (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 DPE (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).

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)