

No.EDN-H (2) B (2)5&6/2017-WXSM

Directorate of Elementary Education,
Himachal Pradesh, Lalpani, Shimla-1

Dated Shimla-171001, the 10th August 2017

OFFICE ORDER

In-compliance to the order passed by the Hon'ble High Court in CWP No:2958/2009, in pursuance to the approval conveyed by the Govt. vide letter No:EDN-C-E(5)1/2015 dated 12.04.2017 and on the basis of interview-cum-counselling conducted by the Department (in the O/o Dy. Director of Elementary Education concerned) on batch-wise basis during the month of October 2016 to December 2016 from amongst TET qualified candidates from HPSSSB Hamirpur or H.P. Board of School Education, Dharamshala Distt. Kangra, the following selected candidates are hereby offered appointment as Trained Graduate Teacher (Non-Medical) under ward of ex-servicemen purely on contract basis on the fixed salary of Rs.13900/- (10300+3600 grade pay+ 75 % of the grade pay) are hereby posted in the schools shown against their names with the directions to join within 15 days from the issuance of this communication subject to the acceptance and fulfillment of the following specific terms and conditions in addition to the usual terms and conditions of appointment annexed as Annexure "A". This appointment is subject to the final outcome of LPA No:215/2015 titled as Jyoti Kumari and others pending before the Hon'ble High Court of H.P. and SLP No:31435/2016 titled as State of H.P. and others Vs. Neelam Kumari pending before the Hon'ble Supreme Court of India. :-

1. Since the appointment is being offered purely on contract basis, the candidate will have to execute a bond on judicial paper with the Principal/Headmaster of the concerned school, 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 them. The joining report will be accepted only after the execution of the requisite bond between the Head of institution and the candidate.
2. The contract will be initially for one year and the candidate shall have to enter into fresh contract agreement with the Head of institution after completion of one year. The contract shall be extendable on year to year basis subject to satisfactory performance of the candidate.
3. It will be the personal responsibility of the candidate/individual to inform this Directorate on the proforma enclosed duly counter signed by the concerned Principal/Headmaster of their school that he/she has joined at the place of their appointment on or before schedule period failing which this offer shall stand withdrawn without any notice.
4. That the age, educational and professional qualifications possessed by the candidate shall be as per the latest R&P Rules for TGTs notified as on 22.10.2009 and amended as on 31.05.2012. The Head of the school will ensure that the educational and professional qualifications possessed by the candidate are as per latest R&P Rules and is from a recognized University/institution. Necessary verification to this effect is to be made by the Head of the concerned school at the time of joining of the candidate. Duly attested copies of certificates awarded to the candidates by the recognized University/Board be kept in the office for record.
5. If the candidate has been offered posting in non Sub-Cadre area temporarily he/she shall have to serve in Sub-Cadre area as and when required/ordered by the department.
6. The Head of the institution before accepting the joining of the candidate will ensure that character certificate, category certificate i.e. OBC/SC/ST (parental certificate issued from Himachal Pradesh) is in order.
7. The Heads of the institution concerned will also ensure at the time of joining to obtain an affidavit from the candidates under ward of Ex-servicemen category to the effect that father/ husband of the candidate has not got job in the H.P. Govt./Corporation/Board/ Autonomous Body of H.P. as well as Central and other State/ Union Territory Government or Public Sector Undertaking/ Autonomous Body/Banks, etc. under the control of the said Central or other State/ Union Territory Government and also ensure that no other ward (i.e. son/daughter or wife) of his/her father or husband has got job in Govt./Semi Govt./Corporation/Autonomous Bodies under Ex-servicemen quota.
8. The Head of the institution will also ensure that the candidate has given an undertaking regarding contents of annexure-A and B.

Sr. No.	Name and address of candidate	Subject	DOB	Cat.	TET Roll No-Marks &	Place of posting
1.	Neelam Kumari D/o Yudhvir Singh W/o Sh. Avinash Kumar VPO Nabahi Tehsil Sarkaghat Distt. Mandi H.P.	NM	15.09.1975	Gen WEXM	22140/90	GSSS Kamlah Fort (Mandi)
2.	Sanjay Kumar S/o Sh Parkash Chand VPO and Tehsil Jawali Distt. Kangra H.P.	NM	08.12.1975	Gen WEXM	1504202194/94	GMS Ghulei u/c GSSS Bairagarh (Chamba) as substitute of Sh. Devinder Singh TGT (NM)
3.	Sushma Devi W/o Sh. Sanjay Kumar Pathania Vill. Ropa P.O. Karara Tehsil and Distt. Hamirpur H.P.	NM	20.01.1978	Gen WEXM	1503122352/96	GSSS Pangana (Mandi)
4.	Sh. Vijay Kumar S/o Sh. Inder Singh Village Nalka, P.O. Manpura Tehsil and Distt. Kangra Solan H.P.	NM	16.12.1977	Gen WEXM	13020501417/102	GMS Kumarhatti u/c GSSS (G) Nalagarh (Solan)

Note:- 1 In case of non-availability of vacancy due to pending litigation/ PTA under G/A case or any other administrative reasons in the offered school the concerned head of the school is directed to immediately refer back the individual to this Directorate for amendment. It will also be the duty of the candidate to intimate such a problem to the undersigned within the prescribed period of offer alongwith the report of the concerned Head of Institution failing which the offer will stand terminated without any notice.

Note:-2 The Government vide letter No. EDN-(D) (1)-1247/2012 dated 06.05.2013 has also directed that once a fresh appointee teacher is posted in the rural/hard/tribal area, his/her posting orders shall not be modified to general area and if he/she does not join his/her place of posting merely because he/she has been posted in some rural/hard/tribal area he/she shall not be eligible for being considered for appointment for a period of one year from the date of offer of first appointment or till the next recruitment, whichever is later.


प्रारम्भिक शिक्षा निदेशालय (हि.) Director of Elementary Education
Himachal Pradesh.

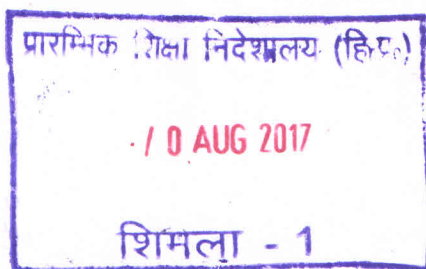
Endst. No. even dated Shimla-171001 the 10th August 2017.
Copy for information and n/a to:-

1. The Additional Chief Secretary (Education) to the Govt. of Himachal Pradesh, Shimla-171002.
2. The Director of Higher Education, H.P Shimla-171001.
3. The Distt. Attorney Directorate of Elementary Education, H.P. Shimla.
4. The concerned Deputy Directors of Higher/Elementary Education, Himachal Pradesh. They are directed that the character and antecedents of the candidate appointed may be got verified within three months of the date of his joining and report 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 candidate may also be sent.
5. The concerned Principal/Headmaster 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 school, other copy is to be handed over to the appointee and third

copy will be forwarded to this directorate alongwith joining report. The joining will be treated incomplete if this office has not received aforesaid documents. The joining of appointee will be treated from the date of signing of the bond. It is further directed that on the joining of substitute the present incumbent be relieved immediately with the direction to report to the Directorate of Elementary Education for further posting forthwith.

6. The D.A. dealing with seniority/Transfer matters in the Establishment Branch-II (Internal) Directorate of Elementary Education with the directions that the separate seniority of the teachers appointed on contract basis be maintained.
7. The Concerned Employment Exchange.
8. Individual concerned with the directions to download the orders from the Departmental web-site.
9. The Guard file.


Director of Elementary Education
Himachal Pradesh.



Annexure-"A"

TERMS AND CONDITIONS of Contract Appointment (TGT)

1.	The concerned candidate will have to produce the medical fitness certificate from the Chief Medical Officer/Medical Officer of the Illaqa/area concerned at the time of his/her joining.
2.	The candidate concerned shall have to submit a declaration to the effect that if married, he/she has only one spouse living. The woman candidate(s) will declare that she has not married a person having a living wife.
3.	The concerned candidate shall have to produce attested copies of his/her academic/professional qualification/domicile/ date of birth etc. certificates
4.	The concerned candidate shall have to produce a character certificate from competent authority or Gazetted Officer.
5.	The concerned candidate shall furnish a declaration to the effect that he/she is not a dismissed employee of any Govt./Semi Govt. Department/ Organization.
6.	The appointment may be terminated at any time by a month's notice on either side without assigning any reason.
7.	The concerned candidate will have to make an oath of allegiance/faithfulness to the constitution of India.
8.	The candidate(s) belonging to SC/ST/OBC etc. will furnish the requisite certificate on the prescribed form only issued by the competent authority from H.P.
9.	His/her retention in service is subject to his/her character and antecedent being found satisfactory which should be got verified by the concerned Deputy Director/Head of concerned school within scheduled period of three months.
10.	He/she will have to give in writing whether he/she was ever convicted by a court of law and if so the particulars of the offence and punishment be stated. Failing to disclose the facts, he/she will render himself/herself liable to be removed from service without any notice as and when the factual facts comes to light.
11.	The candidate(s) concerned shall have to produce the certificate of his/her being a citizen of India.
12.	In case the candidate belongs to Antodaya/IRDP family he/she shall have to produce a certificate to this effect from Block Development Officer of the area concerned.
13.	In case of any of the certificates/information produced/given by the candidate is found false/wrong, later on his/her services will be terminated.
14.	The appointee shall have to serve in the difficult area Sub-Cadre for a minimum period of five years.
15.	The appointee shall have to submit an undertaking to the effect that he/she has passed educational/professional qualification from a recognized University/institution. If at any stage it is detected that the educational & professional qualification are not from a recognized University/institution then the services are liable to be terminated forthwith.
16.	The appointee shall have to submit an undertaking of having passed TET exam from HPSSSB Hamirpur. He/she shall have to place a copy of the TET certificate on record immediately after being issued by the HPSSSB Hamirpur.

Sd/-

Director of Elementary Education,
Himachal Pradesh

Annexure-A-I

Annexure-B

Form of contract/ agreement to be executed between the Trained Graduate Teacher (Name of the post) and the Government of Himachal Pradesh through Director of Elementary 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 Elementary 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 Trained Graduate Teacher (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 Trained Graduate Teacher (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/- PM.

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 Trained Graduate Teacher (Name of the post) will be entitled for one day casual leave after putting in one month service. This leave can be accumulated upto one year. No leave of any kind is admissible to the contractual Trained Graduate Teacher (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 Trained Graduate Teacher (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.

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).

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 and full Address)

(Signature of the FIRST PARTY)

2. _____

(Name and full Address)

IN THE PRESENCE OF WITNESS:

1. _____
