

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. 22860/- (i.e. equal to 60% (Sixty percent) of the first cell of the applicable level of the pay Matrix of the corresponding cadre.

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 satisfactory. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the appellate Authority who shall be higher in rank to the Appointing Authority, within a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.

4. Contract appointee will be entitled for one day casual leave after putting one month's service, 10 day's medical leave and 5 days special leave, in a calendar year. A female contract appointee with less than two surviving children may be granted maternity leave for 180 days. A female contract appointee shall also be entitled for maternity leave not exceeding 45 day' (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. A contract employee shall not be entitled for medical re-imburement and LTC etc. No leave of any other kind except above is admissible to the contract appointee. Un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year.

5. Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government. However, contract appointee shall not be entitled for contractual amount for the period of absence from duty.

6. An official appointed n contract basis who has completed three years tenure at one place of posting will be eligible for transfer on need basis wherever required on administrative grounds.

7. Selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board in the case of a Gazetted Government servant and by Government Medical Officer in the case of a Non-Gazetted Government servant. In case of women candidates who are to be appointed agaist posts carrying hazardous nature of duties, and in case they have to complete a period of training as a condition of service, such woman candidate, who as a result of tests is found to be pregnant of twelve weeks' standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such woman candidate be re-examined for medical

fitness six weeks after the date of confinement, and if she is found fit on production of medical fitness certificate from the authority as specified above, she may be appointed to the post kept reserved for her.

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).

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. _____

(Name and full Address)

(Signature of the Second PARTY)

2. _____

(Name and full Address)

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 to whom he/she is known for the last ten years.
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 three 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/Board of School Education Dharamshala. He/she shall have to place a copy of the TET certificate on record immediately after being issued by the HPSSSB Hamirpur/H.PBoard of School Education Dharamshala.

Sd/-

Director of Elementary Education, Himachal Pradesh

Annexure-A-I

Name of the candidate	
Father Name/husband name	
Date of Birth	
Category	
Date of joining	

Signature of the candidates

Signature of the Principal/Head Master