

No.EDN-KGR (E-3)-1/2018-Apppt./Cont.- 996-1035
O/o the Deputy Director Ele. Education,
Kangra at Dharmsala.

Dated Dharmsala-176215,

10/05/2019

OFFICE ORDER

In continuation to this office order of Even No.-7137-7230, Dated, 31/08/2018, even no.- 10548-73, dated, 19/11/2018, even no. - 12527-41, dated, 18/01/2019 & even no. - 13504-13, dated, 21/02/2019, some candidates did not join their duties as JBT on contractual basis at their place of posting within stipulated period of joining. With the prior approval of the Govt. and permission of the Election Commission of India conveyed by the Director of Elementary Education, HP, Shimla vide letter No. EDN-H(Ele)(IV)B(6)1-1/2018-JBT(Apptt.) dated, 06/05/2019, the appointment order of the following next selected candidates in the merit list (waiting panel) as per counselling held on 17.07.2018 (Batch-wise) and are hereby offered appointment as JBT purely on contractual basis on the fixed remuneration of Rs. 11910/-PM (5910+3000 Grade Pay + 100% of the Grade Pay) with the condition that it will be subject to final outcome of the court case (5910+3000 Grade Pay + 100% of the Grade Pay) with the condition that it will be subject to final outcome of the court case CMP No. 7332/2018 in CWPII No. 157 of 2017 which is still pending adjudication in Hon'ble High Court of H.P. and married daughter/grand daughter of freedom Fighter is subject to the final outcome of LPA No. 215/2015 in SLP No. 31435/2016 titled as state of HP & Others V/S Neelam Kumari pending before Hon'ble Supreme Court of India and O.A. No. 4178/2018 titled as Raman Patyal and others Vs State of HP.

If the terms & conditions of the appointments letter/agreements (Annexure-A) are acceptable to the candidate he/she report for duty to the Head of the Institution through concerned Block Elementary Education Officer. The candidate shall have to produce at the time of joining, attested copies of their Educational / Professional qualification and date of birth certificates. The candidate should report for the duty within 15 days from the issue of these orders failing which the offer of appointment shall stand cancelled.

Sr. No.	Name of Candidate & Address	Date of Birth	No. & Name of Employment Exchange	Category/ Sub Category	Place of Posting (GPS/BEEO)	Remarks
1.	DEVI CHAND S/O CHETRAM VILL SEOUSI PO DIARJI TEH BALH DISTT MANDI HP	23/08/1986	201111310 MANDI BALH	GEN/IRDP	Sarla (Bajinath)	
2.	MANOJ KUMAR S/O SH. BIKRAM SINGH VILL. SAKEDI PO JOGHON TEHSIL NALAGARH DISTT SOLAN HP 174101	20-03-1983	20110219518/NAL AGARH	GEN/IRDP	Dadari (Dadasiba)	
3.	RAVI KUMAR S/O HEM RAJ VILL LINGWIN PO DHANED DISTT & THE HAMIRPUR (HP.)	2/4/1989	201101795/ HAMIRPUR	GEN/IRDP	Jasehar (Dehra)	
4.	ANIL KUMAR S/O SH. KASHMIR SINGH, VILL PHAKRUHI, PO HANOH, TEHSIL BHORANJ, DISTT. HAMIRPUR 177024	25-04-1987	200708856, BHORANJ	ST	Dibber (Rait)	

Note:-

1. If the certificate produced by the candidate for appointment found fake at any stage his/her services will be terminated immediately and action will be taken against him/her as deemed fit.

[Signature]
Dy. Director of Ele. Education,
Kangra at Dharamshala.

Endst. No. Even

Dated Dharmsala-176215, 10/05/2019

Copy for information and necessary action is forwarded to :-

1. The Director of Elementary Education, H.P. Shimla-171001.
2. The Chief Medical Officer Kangra at Dharamshala.
3. All The Block Elementary Education Officers in District Kangra with the remarks that the character and antecedent and Educational certificates of the candidates appointed in the School under their control may be got verified and their joining report be sent to this office immediately.
4. The Regional Employment Exchange, Dharmsala and all the Employment Exchanges in District Kangra.
5. The Individual concerned under Regd. Post.

[Signature]
Dy. Director of Ele. Education,
Kangra at Dharamsha.

ANNEXURE-A

TERMS & CONDITIONS OF APPOINTMENT

- 1 Selected candidate will have to sign an agreement as per Annexure-B (enclosed herewith).
- 2 The appointments given to such of those candidates who have qualified their diploma in Elementary teacher training (ETT) from any of the Institution/ University within the state of Jammu and Kashmir, shall be subject to the further orders passed by the court.
- 3 The candidate selected will have to produce the Medical Fitness Certificate from the Chief Medical Officer at the time of his/ her joining.
- 4 The candidate selected shall have to submit a declaration to the effect that if married, he/ she has only one spouse living.
- 5 The candidate selected shall have to produce the attested copies of his/her academic/ professional qualifications domicile/ date of birth etc. certificates.
- 6 The candidate selected shall have to produce a character certificate from any gazette officer to whom he/she is known for the last 10 years.
- 7 The candidate selected shall furnish a declaration to the effect that he/ she is not a dismissed employee of any Govt./ Semi Govt. Department/ Organization.
- 8 The candidate concerned will have to make an oath of allegiance/faithfulness to the Constitution of India.
- 9 The candidate(s) belonging to SC/ST/OBC etc. will furnish the requisite certificate on the prescribed form only issued by the competent authority.
- 10 His/ her retention in service is subject to his/ her character and antecedent being found satisfactory which should be got verified by the Head of the concerned school within schedule period of three months.
- 11 He/ She will have to give in written whether he/she was ever convicted by the criminal Court and if so the particulars of the offence and punishment be stated. Failing to disclose the fact, he/ she will render himself liable to be removed from service without any notice as and when the factual facts come to light.
- 12 The candidate(s) selected shall have to produce the certificate of his/ her being a Citizen of India.
- 13 In case the candidate belongs to Antodaya /ARDP family he/she shall have to produce a certificate to this effect from Block Development Officer of the area concerned.
- 14 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.
- 15 The contract appointee will be paid fixed contractual amount @ Rs.11910/- per month (which shall be equal to minimum of the Pay Band+Grade Pay and 100 % of Grade Pay w.e.1/01-04-2018) . The contract appointee will be entitled for increase in contractual amount @ Rs.267/- (3% of minimum of the pay band + grade pay of the post) for further extended years and no other allied benefits such as seniority/selection scales etc. shall be given.
- 16 The services 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 satisfactory.
- 17 Contract appointee will be entitled for one day casual leave after putting one month service. This leave can be accumulated up to one year. 10 Medical Leaves and Five special Casual Leaves are admissible to the contract appointee within One Calendar year. He/ She shall not be entitled for Medical re-imbursment and L.T.C. etc. Only maternity leave will be given as per Rules.
- 18 Unauthorized absence from the duty without the approval of the Controlling officer shall automatically lead to the termination of the contract. Contract appointee shall not be entitled for contractual amount for the period of absence from duty.
- 19 An official appointed on contract basis who have completed Three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
- 20 Selected candidate will have to submit a certificate of his/her fitness from a Government/ Registered Medical Practitioner. Woman candidate pregnant beyond twelve weeks will stand temporarily unfit till the confinement is over. The woman candidate will be re-examined for the fitness from an authorized Medical Officer/ Practitioner.
- 21 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 the pay scale.
- 22 Provisions of service rules FRSR, Leave Rules, GPF Rules, Pension Rules and Conduct Rules etc. as are applicable in case of regular employees will not be applicable in case of Contract Appointees. They will be entitled for emoluments etc. as detailed in this column.

ATTACHMENT

Form of Contract/Agreement to be executed between the State Govt. School Teacher (ST) and the Government of Karnataka through Deputy Director of Elementary Education of Bangalore District (Designation of the appointing authority).

This agreement is made on this _____ day of _____

at the year _____ between the Govt. _____

_____ / On this _____ day

_____ Contract appointee (hereinafter called the FIRST PARTY), AND The Government of Karnataka through Deputy Director of Elementary Education Bangalore District (hereinafter the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to work as a ST on contract basis on the following terms & conditions:

1. That the FIRST PARTY shall engage in the service of the SECOND PARTY as a ST for a period of one year commencing on the 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 stand terminated on the last working day i.e. on _____ and information will be given as and when necessary.

Provided that the further re-employment of contract period the AEC shall issue a certificate that the service and conduct of the contract appointee were satisfactory during the year and only from the period of contract it to be re-employment.

2. The contractual amount of the FIRST PARTY will be Rs. _____ per month.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated if upon the performance conduct of the contract appointee is not found satisfactory.
4. The contract appointee will be entitled to one day's casual leave after getting one month service, 10 days medical leave and 2 days special leave in a calendar year. A female contract appointee with less than two surviving children may be granted maternity leave for 120 days. A female contract appointee shall also be entitled to maternity leave for maximum of 12 days (irrespective of the number of surviving children) during the entire service. In case of absenteeism including absence on production of medical certificate issued by the authorized Government Medical Officer. A contract employee shall not be entitled for medical re-employment and LTC on the basis of any other third party claim is attributable to the contract appointee.

Un-availed casual leave, medical leave and special leave can be accumulated up to 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. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty;

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Govt.

6. An official appointed on contract basis who has completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of Woman candidates pregnancy beyond twelve weeks will render her temporarily unfit till the confinement is over. The woman candidate should be re-examined for the 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 at the minimum of pay scale.
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)

(Signature of the FIRST PARTY)