

No.EDN-KGR(E-3)JBT Apptt 2018/ 1978-90
Dy. Director of Elementary Education,
Kangra at Dharmshala

Dated Dharmshala-171001, 18/06/2019

OFFICE ORDER

In continuation to this office order of Even No.14192-14244, Dated, 08/03/2019, Even No. 949-995, dated, 10/05/2019 & Even No. 1349-1361, dated, 30/05/2019 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., the appointment order of the following next selected candidates in the merit list (waiting panel) as per interview – cum - counseling conducted by the Department on dated, 17/07/2017 from amongst TET qualified candidate from HPBOSE Dharmshala and are hereby offered appointment as JBT purely on Contractual basis on the fixed salary of Rs. 12660/-PM (B.P. 5910+G.P.3000 +125% of GP). The appointees are directed to report for duty in the respective school of their posting against clear-cut vacancy shown against their name(s) as **Annexure-A** within 15 days positively 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 –B:-**

1. Since the appointment is being offered purely on contact basis, the candidate will have to execute a bond on judicial paper with the Block Elementary Education Officer of concerned Block, 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 him/her. The joining report will be accepted only after the execution of the requisite bond between the concerned Block Elementary Education Officer and the candidate.
2. The contract will be initially for one year and the candidate shall have to enter in to fresh contract agreement with the concerned Block Elementary Edu. Officer after completion of one year. The contract shall be extended 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 office on the performa enclosed duly countersigned by the concerned Block Ele. Edu. Officer of their School, that he/she has joined the place of his appointment on or before schedule period failing which this offer shall stand withdrawn without any notice.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 JBT notified on **23-08-2012**. **The Block Elementary Education Officer will ensure that the educational , professional qualifications possessed by the candidates are as per R&P rules and is form a recognized University/institution.** Necessary verification to this effect is to be made by the Block Elementary Education Officer of concerned block at the time of joining of the candidate. Duly attested copies of certificates awarded to the candidate 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. If the offer of contractual appointment is acceptable to the candidates he/she shall submit joining to the concerned Block Ele. Edu. Officer. If the joining is not made within prescribed period it will be deemed that the candidate is not willing to join and offer shall stand withdrawn automatically without any notice


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Annexure -A

Sr. No.	Name and address of candidate.	Employment Exchange No.	D.O.B	Category & Sub-Category	TET Marks	Place of posting GPS (Block)	Remarks
1.	Usha Kumari W/O Sh Anil Kumar Vill Dhanot PO Adhwani Tehsil Jwalamukhi Distt Kangra 176031	Dehra W 20070856053	11/28/1984	GEN	119	Mandu (Dehra)	
2.	Ankit Sharma S/o Sh Rakesh Kumar Sharma, c/o Sub Lekh Sharma, Village Padyalatt, PO Dadhol, Tehsil Chumarwin, District Bilaspur (HP)	Ghumarbin 16062213031	18/11/1995	GEN	119	Swar (Bajjnath)	Substitute
3.	Manoj Kuamr S/o Sh devi Dayal Sharma, Village Dharot, PO Lakhnoo, Tehsil Naina Devi, Distirct Bilaspur (HP)-174015	Naina Devi 16121464002	28/1/1993	GEN	119	Lowai (Bajjnath)	
4.	Kamal Dev S/o Sh Bhagi Rath, Village Alsu, PO Dehar, Tehsil SunderNagar, District Mandi (HP)-175030	Sunder Nagar 17042729022	22/2/1991	Gen/IRDP	113	Sarman (Bajjnath)	
5.	Pawan Chauhan S/o Sh Ran Singh, Village Jaswi, PO Koti Bouch, Tehsil Shillai, District Sirmour (HP)-173027	Shillai 20060542859	9/9/1992	Gen/IRDP	113	Chherna (Bajjnath)	Substitute
6.	Renu Dogra D/o Sh Amar Nath, VPO Kotlu, Tehsil Jaisinghpur, Distirct Kangra (HP)-176096	Lambagaon 15090865005	13/6/1988	OBC	117	Tamber (Chadhiar)	
7.	Suman W/O Sh Sandeep Kumar Vill Amroh PO Khurwain Tehsil Bangana Distt Una 174321	Una 20072698412	5/7/1984	SC	114	Baragran (Bajjnath)	


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Terms and Conditions of Contract Appointment JBT


1	The concerned candidate will have to produce the medical fitness 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 appointees 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 issue 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 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 come 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 candidates belong to Antodaya/IRDP and reserved category he/she shall have to produce a certificate to this effect from Block Development Officer of the area concerned /competent authority
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/institutional. If at any stage it is detected that the educational & professional qualification is not from a recognized University/institutional then the services are liable to be terminated forthwith.
16	One day casual leave is allowed after putting one month and same can be accumulated up to one year. No leave of any kind/MR/LTC is admissible. Only maternity leave will be given as per rules. Provisions of service rules FR 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.


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Endst. No. EDN-KGR(E-3)JBT Apptt. 2018- Dated Dharamshala-176215, 18/06/2019

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, Dharamshala and all the Employment Exchanges in District Kangra.
5. The Individual concerned under Regd. Post.


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TERMS & CONDITIONS OF APPOINTMENT

- 1 Selected candidate will have to sign an agreement as per Annexure-II (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 have only one spouse living.
- 5 The candidate selected shall have to produce the attested copies of his/her academic/ professional qualification/ 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 /IRDP 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.f 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 senior/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-imburement 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.

APPENDIX-"II"

Form of Contract/agreement to be executed between the Junior Basic Trained Teacher (JBT) and the Government of Himachal Pradesh through Deputy Director of Elementary Education of concerned District (Designation of the Appointing Authority).

This agreement is made on this _____ day of _____
in the year _____ between Sh./Smt. _____
_____ S/o / D/o Shri. _____ R/o _____

_____ Contract
appointee (hereinafter called the FIRST PARTY), AND The Governor of Himachal Pradesh through Deputy Director of Elementary Education Himachal Pradesh (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 JBT on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a JBT for a period of one 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-fact stand terminated on the last working day i.e. on _____ and information notice shall not be necessary :

Provided that for further extension/renewal of contract period the HOD shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed/extended.

2. The contractual amount of the FIRST PARTY will be Rs.11910/- 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 satisfactory.
4. The contract appointee will be entitled for one day's casual leave after putting one month service, 10 days' 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 135 days'. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days'(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 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 TADA 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)