

Office of the,

Deputy Director Elementary Education Una Distt. Una(HP)

Dated: Una, 22 Sept. 2021

OFFICE ORDER

In pursuant to approval of Govt. of HP vide letter No.EDN-C-B(15)-17/2016 dated 18.06.2018 & letter No.EDN-C-B(15)-9/2018 dated 02.07.2018 and further conveyed vide Director Elementary Education HP Shimla vide letter No. EDN-H(Ele)(IV)B(6)1-1/2018-JBT,(Apptt.) dated 03.07.2018 & No. EDN-H(Ele)(IV)B(6)1-1/2018-JBT,(Apptt.) dated 07.07.2018 and consequent upon their selection in the counselling conducted by the department held on dated 21.09.2021 for the post of Junior Basic Teacher (JBT) under ST Ward of EXSEM category, the following candidates / Candidate is/ are hereby appointed on the verification of credentials, genuineness of the certificates / diploma by the screening Committee constituted at Deputy Director Elementary Education Una Level, the following candidates / Candidate is/ are hereby appointed as JBT purely on Contract basis in the pay scale of Rs (5910+3000) with the initial start of Rs. 13410/- (5910+3000+4500) i.e. pay in pay band + Grade Pay +150 % of Grade Pay of the post. Only annual increase @ 3 % of the minimum of the pay band + Grade Pay is admissible. This increase of 3% will not be given on progressive contractual amount without rounded off to next multiple of 10 with the condition that it will be subject to final outcome of the court case CMP No. 7332/2018 in CWPIL No. 157/2017 which is still pending adjudication in Hon'ble High Court of H.P. and married daughter/ grand daughter of freedom fighter is subject to final outcome of LPA 215/2015 in SLP no. 31435/2016 titled as state of H.P. & 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 V/s State of H.P.. The appointees/ Appointee is/ are directed to report for duty in the respective school of their posting against clear-cut vacancy, as shown against their names within fifteen days from the issue of these orders subject to the acceptance and fulfillment of the following specific terms & Conditions in addition to the usual Terms & conditions of the appointment Annexed at Annexure-"A"

1. Since the appointment is being offered purely on contract basis, the candidate will have to execute a bond on judicial paper with the "Block Elementary Education Officer" of 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 him. 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 concerned BEEO after completion of one year. The contract shall be extendable on year to year basis subject to satisfactory performance of the candidates.
3. It will be the personal responsibility of the candidate/individual to inform this office on the Performa enclosed duly counter signed by the concerned BEEO 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. The Block Elementary Education Officer of the concerned Education block, before accepting the joining of the candidate will ensure that character certificates duly issued by the SDM (Civil) concerned category certificate.e. SC/ST/OBC(Parental certificates issued from Himachal Pradesh and IRDP BPL certificate is in order(latest).These certificates must be obtained from the candidate and kept in office record / Personal file.
5. The BEEO concerned will ensure that the Educational and Professional Qualification possessed by the candidate is from recognized University/Institution. This verification should be made within three months from the date of joining. The attested copies of certificates awarded to the candidates by the recognized University/ Institution be kept in the office for record.
6. The age, educational and professional qualification possessed by the candidate shall be as per the latest "R&P" Rules and is from a recognized Board/ University. Necessary verification to this effect is to be made by "the Block Elementary Education Officer" of the concerned/ Block, before the joining report is accepted and retained the attested copies of required documents.

If the offer of contractual appointment is acceptable to the candidates he/she shall submit joining to the concerned head of the institution under intimation to this office within 15 days. 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:-

Sr No	Employment Exchange No	Name & address of the candidates Sh/Smt	D.O.B	Category	Place of posting
1.	13111617023/ Amb.	Muneer Mohammad S/o Sh. Riaz Mohammad, Vill Adarsh Nagar Amb, PO Amb, Tehsil Amb, Distt. Una (H.P.)	04.11.1995	ST Ward of EXSEM	GPS Chahbag (Gagret-II)

Note:- In case of non-availability of vacancy due to pending litigation 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 office 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 along with the report of the concerned Head of Institution failing which the offer will stand terminated without any notice.

Deputy Director Elementary Education,
Una, Distt Una (HP)

Endst No: Even

Dated: Even

Copy to the following for information please:-

1. The Director of Elementary Education Himachal Pradesh Shimla (HP)
2. The Block Elementary Education Officer Gagret-II, Distt Una 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 office along with joining report. The joining of appointee will be treated from the date of signing of the bond. In addition to it the character and antecedents/ certificates / degrees of the candidate appointed may be got verified within three months and the report of verification be sent to this office.
3. The Chief Medical Officer Una Distt Una (H.P).
4. Concerned Employment Exchange for information please.
5. The Candidate concerned for compliance. (**Registered Post**)

**Deputy Director Elementary Education,
Una, Distt Una (HP)**

CONTRACT/AGREEMENT TO BE EXECUTED BETWEEN THE (Junior Basic TEACHER AND THE GOVT. OF HP THROUGH DY. DIRECTOR OF ELEMENTARY EDUCATION (Designation of the Appointing Authority)

This agreement is made on this _____ day of _____ in the year 2021 between ----- Sh/-----S/O/W/O Sh----- R/O Contract appointee (hereinafter called the First Party) and the Govt. of Himachal Pradesh through the Dy. Director of Elementary Education/Head of institution i.e. BEEO (hereinafter called the SECOND PARTY) WHEREAS the second party has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a JBT TEACHER on contract basis on the following terms and conditions:-

1. That the FIRST PARTY shall remain in the service of second party as a JBT Teachers (Name of post 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 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. 5910+3000 +4500 /- 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 JBT TEACHER (Name of the post.) will be entitled for one day casual leave after putting in one month service. 10 days Medical leave and 5 days special leave admissible and can be accumulated up to one year. He/She 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 Authority shall automatically lead to the termination of the contract. A contractual JBT Teacher 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 the Chief Medical Officer. In case of woman candidate pregnant beyond twelve weeks will stand temporarily unfit till the confinement is over. Such woman candidate will be allowed to join upon fitness certificate form an Govt. Medical Officer.
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 officials at the same rate as applicable to regular officials.
10. The employees Group Insurance Scheme as well as EPI/GPF will not be applicable to contractual appointee.

In witness whereof the FIRST PARTY AND SECOND PARTY have hereinto set their hands the day, month and year first above written.

In the presence of witnesses:

1 -----

(Name and full address)

2 -----

(Name and full address)

Signature of First Party

In the presence of witnesses:-

1 -----

(Name and full address)

2 -----

(Name and full address)

Signature of Second Party

Terms and Conditions of appointment	
1	Selected candidates 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 Institutaion/ University within the state of Jammu and Kashmir, shall be subject to the orders passed by the Court.
3	The concerned candidate will be produce the medical fitness certificate from the Chief Medical Officer of the concerned Distt. ,where he/ she has been appointed .
4	The candidate concerned shall have to submit as declaration to the effect that if married, he/ she has only one spouse living. The woman candidates will declare that she has not married a person having a living wife.
5	The concerned candidate shall have to produce attested copies of his/her academic/ professional qualification/ domicile/date of birth etc. certificate.
6	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.
7	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.
8	The appointment may be terminated at any time by a month's notice on either side without assigning any reason.
9	The concerned candidate will have to make an oath of allegiance./faithfulness to the constitution of India.
10	The concerned candidate's will have to SC/ST/OBC etc. will furnish the requisite certificate on the prescribed form only issued by the competent authority from H.P.
11	His/ Her retention in service is subject to his/her character and antecedent being found satisfactory which should be get verified by the concerned Deputy Director/Head of concerned school within scheduled period of three months.
12	He/ She will have to give in writing whether he/she was over convicted by a court of law and if so the particular 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.
13	The candidates concerned shall have to produce the certificate/informaton produced/given by the candidate of his/her being a citizen of India.
14	In case of any of the certificate /information produced/given by the candidate is found false/wrong Later on his/her service will be terminated.
15	The contract appointee will be paid fixed contractual amount @ Rs. 13410/- per month(which shall be minimum of the pay Band-Grade Pay and 150% of the Grade pay w.e.f. 01.04.2020 .The contract appointee will be entitled for increase in contractual amount @ 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/ selections 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 services. This leave can be accumulated up to one year . 10 Medical leave and 5 special leave are admissible to the appointee within one calander year. He/She shall notbe entitled for Medical re-imbursement and LTC and 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 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	Slected candidates will have to submit a certificate of his/ her fitness from a Government/ Registered Practitioner. Women candidates pregnant beyond twelve weeks will stand temporarily unfit till the confinement is over. The women candidates will be re-examined for the fitness from an authorized Medical Officer/ Practitioner.
21	In case the candidate belongs to Antodaya/IRDP family he/ she have to produce a certificate on the prescribed form only issued by the competent authority of the area concerned.
22	The appointment shall have to serve in the difficult area sub - cadre for a minimum period of five years.
23	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/Institutions then the service are liable to be terminated forthwith.
24	The appointee shall have to submit an undertaking of having passed TET exam form HPSSSB Hamirpur. He /She shall have to place a copy of the TET certificate on record immediately after being issued by the HPSSSB Hamirpur.
25	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.
26	Provision of services 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 appointee. They will be entitled for emoluments ' etc. As detailed in this column .
27	All the BEEO's are hereby directed to verify the professional degree/ diploma from concern University/ Board with the stipulated period .

Sd---
Dy. Director Elementary Education,
Una, Distt. Una (H.P.)