

No. EDN-U(E-I)Elem.-JBT-Apptt./2018-19/ 9056-2065  
Office of the,  
Dy. Director Elementary Education Una Distt. Una (H.P.)  
Dated: 30/05/19 Una, the

Office Order

Due to non-joining of the candidates appointed vide this office letter No. EDN-U(E-I)Elem.-JBT- Apptt./2018-19/-1728-1738 dated 10.05.2019 and Consequent upon their selection in the counselling conducted by the department held on 20.07.2018 for the post of Junior Basic Teacher (JBT) the following candidates (batch wise) from the waiting list are hereby appointed as JBTs purely on contract basis at the fix contractual amount @ Rs. 12660/- per month (Rs. 5910/-+3000/-+3750/-) per month i.e. equal to minimum of the pay band + Grade Pay and 125% of Grade pay with the condition that it will be subject to final outcome of the court case CMP No. 7332/2018 in CWPIIL 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 OA No.4178/2018 titled as Raman Patyal and others Vs State of HP. , with effect from the day they will report at the school of their posting shown against each name 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 Appendix-"A".

The offer of appointment to the post of JBT shall automatically stand cancelled if the candidate fails to join his/her place of posting within specified date and in all such cases , the next person from selection panel will be offered appointment .

- (1) Since the appointment is being offered purely on contract basis, the candidate will have to execute bond("Appendix-II") on judicial paper with the " Block Elementary Education Officer" of the concerned schools, where he/ she is posted that he/she has carefully gone through the conditions of the contract appointment and the condition imposed are acceptable to him/ her. The joining report will be accepted only after the execution of the requisite bond between the BEEO concerned and the candidate .
- (2) The contract will be initially for one year and the candidate shall have to enter in to fresh contact agreement on the year to year basis subject to the satisfactory performance of the candidate .
- (3) The age , educational and profession qualifications possessed by the candidate shall be as per the latest "R&P" Rules for JBT notified on 22.09.2017, The concerned Block Elementary Education Officer will ensure that educational and professional qualification possessed by the candidate are as per the latest "R&P" Rules and is form 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.
- (4) In case the specific terms and condition are acceptable to the candidates concerned, they will report for their duty at the institution of their posting with in fifteen days from the issuance of this letter and shall simultaneously send acceptance to this offer of appointment .
- (5) It will be the personal responsibility of the candidate/ individual to inform this office duly countersigned by the concerned BEEO of their E/ Block that he/she has joined the place of his/her appointment on or before scheduled period failing which his/her appointment shall stand withdrawn on the expiry of stipulated date and time and he/she will be debarred from appointment .
- (6) That each candidate being offered appointment as JBT, will have to ensure that he/she has acquired complete knowledge of the latest CCS/CCA Conduct Rules within a fortnight of the date of joining duties and will submit an undertaking to this effect in writing to his / her BEEO .
- (7) He/She is being postd in non-Sub-Cadre area temporarily due to non - availability of vacancy in sub-Cadre ares .He/ She is serve in Sub -Cadre ares as and when arises in this area.
- (8) The Block Elementary Education Officer of the concerned E/block, before accepting the joining of the candidate will ensure that Character cerficates duly issued by the SDM(Civil) concerned category certificate i.e. SC/ST/OBC (Parental certificates issued from Himachal Pradesh and IRDP BPL certificate is in order(latest).

If these specific as well as usual terms and condition are acceptable to the candidate(s),he /she will report for sduty at the institutions of his/her posting alongwith documents required to be produced as per terms of this order,failing which the offer of appointment shell automatically stand cancelled and the candidate(s) will have no right to claim it.

Note: 1. In case of non-availability of vacancy due to pending litigation or any other administrative reasons in the offered school, the concerned BEEO is directed to refer back immediately the individual to this office for amendment. It will 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 BEEO failing which the offer will stand terminated without any notice.

Sr. No.	Name & Address of the candidate Sh./Smt.	Name of Emp. Exchange	Date of Birth	Category / Sub-category	Either JBT or ETT	Name of GPS & Block where Posted	Remark
1	Madan Mohan Bhardwaj S/o Sh. Subhash Chander, VPO Ambota, Tehsil Gagret, Distt. Una (H.P.).	Amb 13111217019	01.04.1987	OBC	Dipl. in Spec. Edu.	GPS Jhorowal (Una)	Against UR
2	Munish Sharma S/o Sh. Ramesh Sharma, VPO Bangoli, Tehsil Dehra Gopipur, Distt. Kangra (H.P.)	Dehra Gopipur 15040232039	24.01.1980	Gen. BPL	JBT	GPS Jabebar (Amb)	
3	Rashpal Singh S/o Sh. Hakam Singh, VPO Har Jalari Tehsil & Distt. Kangra (H.P.)	Kangra 20060200505	20.08.1980	OBC BPL	JBT	GPS Gharwasra (Bangana)	
4	Gajinder Kumar S/o Sh. Chint Ram, VPO Dhabiri Tehsil Dhatwal (Bijhari), Distt. Hamirpur (H.P.)	Badsar 16081027002	08.08.1979	OBC BPL	JBT	GPS Deehar (Bangana)	

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

Endst. No. Even.

Dated: Even

Copy to the following for information & necessary action:-

1. The Director of Elementary Education, Himachal Pradesh, Shimla-I. With reference to their letter No. refer to above please.
2. The Chief Medical Officer Una, Distt. Una(HP).
3. The Sub-Employment Exchange Amb, Distt.Una(HP) & concern emp. Exchanges in HP.
4. The Block Elementary Education Officer Bangana, Amb and Una, Distt. Una(HP).
5. The concerned candidate on the above address under registered cover.
6. The Guard File.

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

Form of contract agreement to be executed between the Junior Basic 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)

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 (ie on \_\_\_\_\_) And information notice shall not be necessary.

2. The contractual amount of the FIRST PARTY will be Rs 12,660 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 Practitioner. 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 F.A.D.A, 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 EPI/GPI 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. \_\_\_\_\_  
2. \_\_\_\_\_

(Name and full Address)

(Signature of the FIRST PARTY)

(Name and full Address)

IN THE PRESENCE OF WITNESS: \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

(Name and full Address)

(Signature of the Second PARTY)

(Name and full Address)

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

Signature of the candidates

Signature of the **BEEC**

## 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 (ETT) from any of the Institution/ University within the state of Jammu and Kashmir, shall be subject to the 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 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 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 by the competent authority.
- 10 His/ her retention in service is subject to his/ her character and antecedent being found satisfactory which shall be got verified by the Head of the concerned school within a 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 nature 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 the 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 services will be terminated.
- 15 The contract appointee will be paid fixed contractual amount @ Rs. 11910/- per month (which shall be minimum of the Pay Band+Grade Pay and 100 % of Grade Pay w.e.f 01-04-2018) . The contract appointee shall be entitled for increase in contractual amount @ Rs.267/- (3% of minimum of the pay band + grade pay of the year) 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 shall 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 & maternity leave will be given as per Rules.
- 18 Unauthorized absence from the duty without the approval of the Controlling officer shall automatically result in 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 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 duty 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 emolument etc. as detailed in this column.
- 23 All the BEEOs are hereby directed to verify the professional degree/diploma from the concerned University/B within the stipulated period.

*Sd/-*  
Deputy Director of Elementary  
Education Una Distt Una (H.P.)