

EDN-KNR (P-II)1/2002...1742-49.....
Office of the Deputy Director Elementary Education
District Kinnaur at Reckong Peo 172107

Dated **R/Peo** **the 27-08-2024**

OFFICE ORDER

On the basis of counseling conducted by the Department of Elementary Education for the post of Junior Basic Trained (JBT) Teachers on batch wise basis and as per the final selection list received from the Directorate of Elementary Education, HP, Shimla vide letter No. EDN-H(E-III)B(6)1-1/2023-Apptt. dated 27-08-2024, the following candidates are hereby offered appointment as Junior Basic Trained (JBT) Teachers purely on contract basis on fixed salary of Rs. 17820/- (i.e. equal to 60% of the first cell of the applicable level 8 of the pay matrix of the corresponding cadre of employees appointed/ working on regular basis as per the Government of HP office memorandum No. Fin (C)-B(7)-2/2021 dated 12.01.2022). The appointees are directed to report for duty to the respective Block Elementary Education Officers of their place of posting shown against his / her name within 7 days of the issuance of this communication subject to the acceptance and fulfillment of the following specific terms and conditions of appointment annexed as Annexure "A".

1. Since, the appointment is being offered purely on contract basis, the candidate will have to execute an agreement on Non-Judicial Stamp Paper of Rupees 10/- with the Block Elementary Education of concerned block, where he/she is posted to the effect that he/she has carefully gone through the condition of the contract appointment and conditions imposed and are acceptable to him/her. The joining report will be accepted only after execution of the requisite agreement between the Block Elementary Education Officer of concerned block and the candidate.
2. The contract will initially be for one year and candidates shall have to enter into fresh contract agreement with the BEEO after completion of one year. The contract shall be extendable on year-to-year basis subject to satisfactory performance of the candidate.
3. That the age, educational and professional qualification acquired by the candidate shall be as per the latest R&P Rules and is from a recognized University / institution. Necessary verification to this effect shall be made by the Block Elementary Education Officer of concerned block at the time of joining of the candidate. Duly attested copies of certificates possessed by the candidate from the recognized University/ Board be kept in the office record.
4. The Block Elementary Education Officer before accepting the joining of the candidate will ensure that character certificate, EWS certificate, BPL certificate duly countersigned by BDO,

WFF certificate & SC/ST/OBC certificate (where applicable) is issued by the Competent Authority. These certificates must be obtained from the candidate and kept in office record/Personal file.

5. The services of contract employees shall be regularized at the end of March of the year in which the employee completes the prescribed time period and other conditions for regularization as already approved by the Government.

6. The appointees will have to report for 15 days compulsory induction training to the concerned Principal, DIET w.e.f. 16th September, 2024 to 30th September, 2024 including holidays. In case of Distt. Kinnaur & Lahaul Spiti, the appointees will report for induction training to Principal, DIET as follow:-

(i) The appointees of Distt. L&S (except Spiti) at DIET, Kullu

(ii) The appointees of Distt. L&S (Spiti) & Distt. Kinnaur at DIET, Shimla at Shamlaghat.

If the offer of contractual appointment is acceptable to the candidates, he/she shall submit joining to the concerned BEEO under intimation to this office **within 7 days**. If the joining is not made within prescribed period, it will be deemed that the candidate is not willing to join and offer of appointment shall stand withdrawn automatically without any notice and the next candidate in the waiting list shall be offered appointment.

7. The appointment of JBTs will be made purely on the basis of existing R&P Rules read with the NCTE norms and guidelines issued from time to time (Government instructions vide letter No. EDN-C-A(3)-1/2016-Vol-I dated 27.09.2023 as mentioned in the letter of this office dated 11th October, 2023.

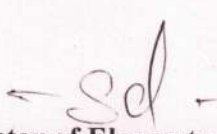
8. The appointment of candidates who have passed ETT course from the State of J&K Board/ from other institution / University shall be subject to the final outcome of CMP No. 7332 of 2018 in CWPII No. 157 of 2017 which is still pending adjudication in Hon'ble High Court of HP. If, the outcome of the CMP No. 7332 of 2018 in CWPII No. 157 of 2017 is against the candidates then the services of those candidates shall stand terminated forthwith without any advance notice.

9. The BEEO concerned is directed to get verified the certificates/ credentials of all those candidates who have passed ETT from J&K Board/ other institutions /University and if documents are not found authentic the BEEO shall report the matter to the undersigned for termination of their services forthwith.

10. If any document produced by the candidate at the time of joining is found fake at any stage, his/her offer of appointment shall stand withdrawn and he / she shall be liable for legal action as per law.

11. In case of non-availability of vacancy / court case etc., the concerned Block Elementary Education Officers may refer back the orders to this office for further posting of the candidate concerned.
12. Once a selected candidate joins in any district, he/she should not resign the service in lieu of his/her selection in other district after his/her joining. The Concerned candidate shall have to submit a declaration to BEEO concerned to the effect that he/she had not earlier joined as JBT in any district. If any such matter comes into the notice of the department at any later stage the offer of appointment can be withdrawn without any notice.
13. As per the decision of the Govt. vide DoP instruction dated 16th August 2024, the inter cadre/establishment transfer of contract appointees is not permissible. Further, in rare and exceptional circumstances, if a contractual employee is transferred to another cadre/establishment on his/her own request with the approval of the competent authority, such contract appointee on his/ her transfer/appointment to another station/cadre/ establishment shall be treated as fresh appointee in the new station/cadre/establishment and placed at the bottom of existing panel/list of contractual officials working in/on the same grade/posts for the purpose of seniority. The service rendered on contract basis in the earlier cadre/establishment on transfer/appointment to another station/cadre/establishment will not be counted for regularization purposes and for any other financial benefits and the employee will be treated as fresh appointee for all intents and purposes. Further, deputation/secondment shall not be permissible in case of the contract appointees.


Sr. No	Name of Candidate /Father's Name / Full Address	Date of Birth	Category	Name of Block	Name of school
1	Anu Kumari w/o Sh. Manoj Kumar VPO Bhaderkali Tehsil Ghanari Distt. Una HP. 177024	03-02-1986	SC	Kalpa	GCPS Kamru
2	Babita Devi D/O Sh. Chain Singh Vill. Bohan P.O. & Tehsil Jawalamukhi Distt. Kangra H.P.-176031.	27-12-1984	OBC	Nichar	GPS Challengi


Deputy Director of Elementary Education
Distt. Kinnaur at Reckong Peo 172107.

Endst No. & Date Even,

Copy forwarded to:

1. The Director of Elementary Education, Himachal Pradesh Shimla for information please.
2. The concerned Block Elementary Education Officers, District Kinnaur HP for information and necessary action with the direction that all the documents / certificates as per requirements of appointment letter may be obtained and checked with original certificate & kept in their office. The joining of the candidate may be sent to this office immediately keeping in view the terms and conditions enclosed.
3. The concerned Employment Exchanges for information please.
4. The candidate concerned through registered post.



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TERMS AND CONDITIONS OF APPOINTMENT

1. The post is temporary but is likely to be continued. His/ Her permanent absorption to the cadre will be subject to the availability of permanent post and his/her work and conduct being satisfactory.
2. The candidate will have to serve the department anywhere in District.
3. The candidate(s) concerned shall have to produce the certificate of his/ her being citizen of India.
4. The concerned candidate will have to make an oath of allegiance/ faithfulness to the constitution of India.
5. The candidate's appointment / retention in service will be subject to his/ her character and antecedents being found satisfactory. (To be got verified by the BEEO concerned within scheduled period of three months.)
6. The concerned candidate shall have to produce a character certificate from competent authority.
7. The concerned candidate will furnish a declaration to the effect that he/ she is not a dismissed employee of any Govt./ Semi Govt. department/ organization.
8. The concerned candidate shall have to submit a declaration to the effect that he/she has only one spouse living.
9. The candidate will have to give in writing that he/ she has never been convicted by the criminal court and if so, the particular of the offence and punishment be stated. Failure to disclose the fact will render him/ her liable to be removed from service without any notice as and when such fact comes to light.
10. The concerned candidate will have to produce the medical fitness certificate from the Chief Medical Officer/ Medical Officer of the Illaqua/ area concerned at the time of his/ her joining. Women candidate pregnant beyond twelve weeks will stand temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness from an authorized Medical Officer/ Practitioner.
11. In case the candidate belongs to IRDP family he/she shall have to produce a certificate to this effect from competent authority.
12. The candidate belonging to SC/ST/ OBC/ FF etc. will furnish the requisite certificate on the prescribed form duly issued by the competent authority.
13. As per the decision of the Govt. vide DoP instruction dated 16th August 2024, the inter cadre/establishment transfer of contract appointees is not permissible. Further, in rare and exceptional circumstances, if a contractual employee is transferred to another cadre/establishment on his/her own request with the approval of the competent authority, such contract appointee on his/ her transfer/appointment to another station/cadre/ establishment shall be treated as fresh appointee in the new station/cadre/establishment and placed at the bottom of existing panel/list of contractual officials working in/on the same grade/posts for the purpose of seniority. The service rendered on contract basis in the earlier cadre/establishment on transfer/appointment to another station/cadre/establishment will not be counted for regularization purposes and for any other financial benefits and the employee will be treated as fresh appointee for all intents

and purposes. Further, deputation/secondment shall not be permissible in case of the contract appointees.

14. The concerned candidate shall have to produce attested copies of his/her qualification and certificate of date of birth at the time of joining the service together with original certificates to be verified by the head of office/ institution of his/ her posting.
15. The candidate will have to submit a return of assets and liabilities as required under rule 18(1) of the CCS (Conduct) Rules 1964.
16. In case any of the certificates produced by the candidate is found in-genuine /false or the information furnished is found to be wrong or some facts are found to have been concealed at later stage, his/her services will be liable to be terminated without notice under the rules.
17. The appointee shall have to submit a copy of JBT TET pass certificate issued by the HPBOSE, Dharamshala.


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Form of contract/ agreement to be executed between the JBT teacher and the Government of Himachal Pradesh, through Dy. Director of Elementary Education Mandi (Designation of the Appointing Authority.)

This agreement is made on this _____ day of _____ in the year _____ between Sh./ Smt. _____ contract appointee(hereinafter called the FIRST PARTY), AND the Government of Himachal Pradesh through Dy. Director Of Elementary Education (Designation of the Appointee Authority)/ Head of the Institution i.e. Principal/ Headmaster/BEEO (hereinafter 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 & Conditions:

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a JBT Teacher for a period of 1 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 fixed amount equal to 60% of first cell of level 8 as per HPCS (RP) Rules, 2022 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 appointment of candidates who have passed ETT course from the State of J&K Board/ from other institution / University shall be subject to the final outcome of CMP No. 7332 of 2018 in CWPII No. 157 of 2017 which is still pending adjudication in Hon'ble High Court of HP. If, the outcome of the CMP No. 7332 of 2018 in CWPII No. 157 of 2017 is against the candidates the services of those candidates shall stand terminated forthwith without any advance notice.
5. The contractual appointment shall not confer any right to incumbent for the regularization of service at any stage.
6. Contractual JBT Teacher will be entitled for one day casual leave after putting in one month service. This leave can be accumulated up to one year. No leave of any kind will be admissible to the contractual JBT teacher. He/ She will not entitle to Medical Reimbursement & L.T.C. etc. Only Maternity leave will be given as per rules.
7. Unauthorized absence from the duty without the approval of the Controlling Officer 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.
8. Transfer of an official appointed on contract basis will not be permitted from one place to another in any case.
9. Selected candidate will have to submit a certificate of his/her fitness from Regd. Medical Practitioner, in case of woman pregnant beyond 12 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.

10. Contract appointee will be entitled to TA/DA, if required, to go in connection with his/her official duty at the same rate as applicable to regular counter-part official.

11. 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 SECOND PARTY

1. _____

(Name and full address)

(Signature of the SECOND PARTY)

2. _____

(Name and full address)