

No. PER(AP)-C-B (15)-3/2024-Loose  
Government of Himachal Pradesh  
Department of Personnel (AP-III)

From

The Secretary (Personnel) to the  
Government of Himachal Pradesh

To

1. All the Administrative Secretaries to the Government of Himachal Pradesh.
2. All Heads of Departments in Himachal Pradesh.
3. All Divisional Commissioners/Deputy Commissioners in Himachal Pradesh.
4. All the Chairmen/Managing Director/Secretaries & Registrars of all the Public Sector Undertakings/Corporations/Boards/Universities, etc. in H.P.
5. The Secretary, HP Public Service Commission, Shimla-2.
6. The Secretary, HP Rajya Chayan Aayog, Hamirpur.

Dated: Shimla-171002, the 14<sup>th</sup> May, 2025.

Subject: - Regarding requisition of vacancies, selection process and offer of appointments-guidelines thereof.

Madam/Sir,

I am directed to refer to the subject cited above and to say that the State Government has enacted the Himachal Pradesh Recruitment and Conditions of Service of Government Employees Act, 2024 which has come into force from 20.02.2025. The certain provisions of the Act have been given retrospective effect from the 12<sup>th</sup> December, 2003 and recruitment "on contract basis" one of the modes of recruitment has been substituted by the word "by regularization", as such, the mode of appointment on contract basis no longer exists.

2. The matter has been considered by the Government and it has been decided that in the cases where vacancies have been advertised under the then provisions of relevant Rules, selection process underway & completed, recommendations made and offer of appointment thereof given to the candidates irrespective of fact

whether joined/joining kept on hold, such cases shall be regulated with the following terms & conditions:-

- i. The candidates shall be engaged as Trainee ..... (Name of the post).
- ii. The candidate engaged as Trainee shall sign an agreement as per Annexure-A appended to these instructions.
- iii. The regularisation of the incumbents engaged as Trainees will be governed by the instructions issued in this regard by the Government, after completion of training.
- iv. The Trainee..... (Name of the post) will be paid consolidated fixed amount @ ₹...../- P.M (which shall be 60% of the first cell of the applicable level of pay matrix of the corresponding cadre).
- v. The candidates engaged as Trainee shall not be entitled for the service benefits as are admissible to Government employees on regular basis.
- vi. The service of the Trainee will be governed on the basis of agreement (Annexure-A). The engagement is liable to be terminated in case the performance/conduct of the Trainee is not found to be satisfactory. In case, the Trainee is not satisfied with the termination orders served by the Engaging Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Engaging Authority, within a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.
- vii. The Trainee engaged will be entitled for one day's casual leave after putting in one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female Trainee engaged with less than two surviving children, may be granted maternity leave for 180 days'. A female Trainee engaged 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 authorised Government Medical Officer. A Trainee engaged shall not be entitled for medical re-imburement, LTC etc. No leave of any other kind, except above, will be admissible to the Trainee. Un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year.

- viii. Unauthorised absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the Trainee. However, in exceptional cases, where the circumstances for un-authorised absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularisation but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the Trainee shall not be entitled for any remuneration for this period of absence from duty.

Provided that he/she shall submit the certificate of illness/fitness in support of his/her illness, issued by the Medical Officer, as per prevailing instructions of the Government.

- ix. Selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board in case the post for which he is being given training is a Gazetted post and by Government Medical Practitioner in case the said post is a Non-Gazetted. In case of women candidates who are to be engaged for training to carry out hazardous nature of duties as a result of tests is found to be pregnant of 12 weeks' standing or more shall be declared temporarily unfit and her engagement shall be held in abeyance until the confinement is over. Such woman candidate be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of Medical



fitness certificate from the authority as specified above, she may be engaged.


- x. Trainee will be entitled to TA/DA if required to go on tour in connection with his/her training duties at the same rate as applicable to regular counterpart official at the minimum of pay scale.
- xi. Provisions of service rules like 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 a Trainee. The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to a Trainee.

3. It has also been decided that after the commencement of the Act *ibid* i.e. 20.02.2025, the cases where offer of appointment has been made to the candidates on contract basis, vacancies advertised and requisitions pending with the Recruiting Agencies till date shall also be governed under these guidelines.

4. These instructions may be brought to the knowledge of all concerned for strict compliance.


Yours faithfully,

Enclosure: As above.

  
(Sant Raj Puharta)  
Under Secretary (Personnel) to the  
Government of Himachal Pradesh  
Phone No.0177-2628479

Endst.No.PER(AP)-C-B(15)-3/2024-Loose Dated: Shimla-2 <sup>14<sup>th</sup></sup> May, 2025.

Copy to all the Section Officers in HP Secretariat,  
Shimla-171002 for information and necessary action.

  
Under Secretary (Personnel) to the  
Government of Himachal Pradesh  
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**Annexure-A**

**Form of agreement to be executed between the Trainee .....  
(Name) and the Government of Himachal Pradesh through  
..... (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 ..... Trainee (hereinafter called the FIRST PARTY), AND The Governor of Himachal Pradesh through \_\_\_\_\_ (Designation of the Appointing Authority) Himachal Pradesh (here-in-after referred to as the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY as a Trainee (name of the post) and the FIRST PARTY has agreed to the same, on the following terms and conditions:-

1. That the FIRST PARTY shall remain on job training under SECOND PARTY as a Trainee (Name of the post) for a period of two years commencing on day of \_\_\_\_\_ and ending on the day of \_\_\_\_\_.
2. That the Trainee..... (Name of the post) will be paid consolidated fixed amount @ ₹...../- P.M (which shall be 60% of the first cell of the applicable level of pay matrix of the corresponding cadre).
3. That the engagement of FIRST PARTY will be purely on temporary basis. The engagement is liable to be terminated in case the performance/conduct of the Trainee is not found satisfactory.
4. That the Trainee engaged will be entitled for one day's casual leave after putting in one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female Trainee engaged with less than two surviving children, may be granted maternity leave for 180 days'. A female Trainee engaged 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 authorised Government Medical Officer. A Trainee engaged shall not be entitled for medical re-imburement, LTC etc. No leave of any other kind, except above, will be admissible to the Trainee.

Un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year.

5. That the unauthorised absence from the training without the approval of the Controlling Officer shall automatically lead to the termination of the Trainee. However, in exceptional cases, where the circumstances for un-authorised absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularisation after completion of training but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the Trainee shall not be entitled for any remuneration for this period of absence from duty.

*Adopt*  
Provided that he/she shall submit the certificate of illness/fitness in support of his/her illness, issued by the Medical Officer, as per prevailing instructions of the Government.

6. That the selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board in case the post for which he is being given training is a Gazetted post and by Government Medical Practitioner in case the said post is a Non-Gazetted. In case of women candidates who are to be engaged for training to carry out hazardous nature of duties, as a result of tests is found to be pregnant of 12 weeks' standing or more shall be declared temporarily unfit and her engagement shall be held in abeyance until the confinement is



over. Such woman candidate be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of Medical fitness certificate from the authority as specified above, she may be engaged.

7. That the Trainee will be entitled to TA/DA if required to go on tour in connection with his/her training duties at the same rate as applicable to regular counterpart official at the minimum of pay scale.
8. That the provisions of service rules like 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 a Trainee. The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to a Trainee.
9. That the FIRST PARTY understands and agrees that on account of the said engagement, he/she shall not be entitled for any service benefits as are admissible to the Government employees on regular basis and he/she shall not claim the same. He/she may be considered for regular appointment only after successful completion of the training as per the instructions of the Government.

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 SECOND PARTY)

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