

No.PER(AP)-C-B(2)-2/2015-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 the Divisional Commissioners in Himachal Pradesh.
3. All the Heads of Department in Himachal Pradesh.
4. All Deputy Commissioners in Himachal Pradesh.

Dated: Shimla-171002, the 3rd September, 2024.

Subject:- Regarding Standard Format for offering appointment
on contract basis in the service(s) of the State
Government.

Madam/Sir,

I am directed to refer to the subject cited above
and to say that it has been observed that uniform pattern is not
being followed by the Departments and offer of appointments
are being issued in different manner by the departments.
Therefore, it has been decided that a uniform format of 'office
order' for offer of appointment in the services of the State on
contract basis be followed. Accordingly, format of "Office Order"
to issue offer of appointment to selected candidate(s) on
contract basis is enclosed for taking further necessary action
which may be followed in letter and spirit.

Yours faithfully,



(Sant Raj Puharta)
Under Secretary(Personnel) to the
Government of Himachal Pradesh.

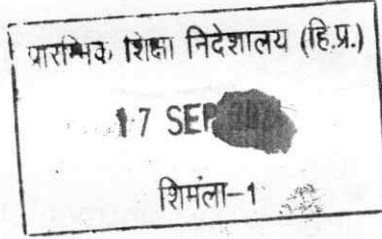
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**DIRECTORATE OF ELEMENTARY EDUCATION
HIMACHAL PRADESH, LALPANI, SHIMLA-171001**

EndorsementNo: EDN-H(Ele)A-1/2022(128)(Personnel), dated **17th September, 2024**

Copy is forwarded for information and necessary action to:-

1. The Joint Controller (F&AS), Directorate of Elementary Education, H.P. Shimla-1.
2. All the Branch Officer, Directorate of Elementary Education, Shimla-1.
3. All the Deputy Director, Elementary Education Himachal Pradesh with the directions that these instructions also be brought to the notice of all BEEOs working under their jurisdiction.
4. All the Branch Superintendent/Incharge, Directorate of Elem. Edu. H.P. Shimla-1
5. ✓ The Nodal Officer-IT cell, Directorate of Elementary Education, Himachal Pradesh, Shimla-1 with the remarks to upload the same on departmental website.
6. P.S. to D.E.E., H.P. Shimla-1.
7. P.A. to Additional Director (Admn), Dte. of Elem.Edu.H.P.Shimla-1
8. Guard file.



(B.R. Sharma) HPAS,
Addl. Director, Elem. Education,
Himachal Pradesh, Shimla-1,

डा. 2/1/24

Government of Himachal Pradesh

Department of _____

(_____)

No. _____ Dated: Shimla

2024

OFFICE ORDER

On the recommendations of Himachal Pradesh Rajya Chayan Aayog, the following candidates are hereby offered appointment to the post of _____ purely on Contract basis, initially for a period of one year, in _____ on fixed contractual amount of Rs. _____ per month, in level-_____ of the pay matrix, as per Rule 3(j) of the H.P Civil Services(Revised Pay) Rules,2022 subject to the conditions that the joining shall be considered **on or after** (upto **including joining time**), in the public interest, on the following terms & conditions:-

Sr No	Name & Address of the Candidates	

1. They will be paid a fixed contractual amount @Rs._____/ per month.
2. The Service 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 found satisfactory. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, within a period of 45 days, from the date on which a copy of termination orders is delivered.
3. They will be entitled for one day's casual leave after putting in one month service. A female contract appointee with less than two surviving children may be granted maternity leave for 180 day'. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days (irrespective of 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 Officers. However, he/she will also be entitled for 10 days Medical Leave and 05 days Special Leave. He/she shall not be entitled for

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Medical reimbursement and LTC, etc. No leave of any kind except above is admissible to him.

4. Unauthorized absence from duties without approval of the controlling officer shall automatically lead to the termination of the contract agreement. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond their control on medical grounds, such period shall not be excluded while considering their control on medical grounds, such period shall not be excluded while considering their case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, he shall not be entitled for contractual amount for this period of absence from duty.
5. They will submit a certificate of his fitness from the _____, Hospital.
6. They will be entitled to TA/DA, if required to go on tour in connection with the official duties, at the same rate as applicable to regular counterpart officials at the minimum of pay scale.
7. Provisions of service rules like FR, SR, Leave Rules, GPF Rules, Pension Rules & Conduct Rules, etc. as are applicable in case of regular employees will not be applicable in his case.
8. No travelling allowance will be paid to them for joining duties in _____.
9. They shall have to produce an affidavit to the effect that there is no court case/criminal/vigilance or appeal thereof pending for adjudication in any Court of Law in or outside the State of Himachal Pradesh against them.
10. In case, the contract appointee do not report for duty within the stipulated time period to the allotted station or brought outside influence for change of station, in that event the offer of appointment will stand automatically cancelled.
11. In rare and exceptional circumstances if a contractual employee is transferred to another station/cadre/establishment on his/her own request with the approval of the competent authority, he/she shall be treated as fresh appointee in the new station/cadre/establishment and the services rendered on contract basis in the earlier cadre/establishment on appointment/transfer to another station/cadre/establishment will not be counted for regularization purposes and for any other financial benefits. The contract appointee will be treated as fresh appointee for all intents and purposes.
12. The services of the incumbents appointed on contract basis will be regularized once in a year as per provisions of instructions

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issued by the Department of Personnel vide letter No. PER(AP)-C-B(2)-2/2015, dated 02.12.2023 and any amendment issued from time to time, in future.

If, the offer of appointment, on the above terms and conditions is acceptable to the above named candidates, they may report for duty in _____, on _____, positively. They are further directed to execute the enclosed Contract Agreement and affidavit as stipulated in conditions No.9 above on the stamp paper of ₹10/- (Ten Rupees)

The appointment shall be considered **provisional** till the verification of character and antecedents, which will be carried out on the basis of self declaration form (copy enclosed), submitted by the candidates at the time of joining duties, certifying therein that all facts and detail given are correct. In case, character and antecedents of the candidate are not found verified or any false information is given by the candidates in self declaration, the provisional appointment will be cancelled forthwith and criminal legal action will be taken as a consequence.

By Order

Regd
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Endst No. Dated: Shimla

2024

Copy for information and further necessary action to following:-

1. The Secretary, HPRCA, Hamirpur
2. _____
3. The Chief Medical Officer, _____
4. Individual concerned through Registered Post, they are directed to contact the O/o Chief Medical Officer, _____ for their medical examination.
5. Guard File.

(_____)

Form of contract/agreement to be executed between the _____ and the Government of Himachal Pradesh through the _____ (_____) to the Government of Himachal Pradesh.

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, Himachal Pradesh through _____ (_____) to the Government of 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 _____ on contract basis on the following terms & conditions:-

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

Provided that for 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 ₹ _____/- per month (which shall be 60% of the first cell of the applicable level of pay matrix of the corresponding cadre, as per H.P. Civil Services (Revised Pay) Rules, 2022).
3. The service of 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 found satisfactory. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the appointing

authority, within a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.

4. The Contract appointee will be entitled for one day's casual leave after putting one month's 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 180 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 & special leave can be accumulated upto 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 Government.

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 ground.
7. Selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board in case of a Gazetted Government servant and by Government Medical Officer in the case of a Non-Gazetted Government servant. In case of women candidates who are to be appointed against posts carrying hazardous nature of duties, and in case they have to complete a period of training as a condition of service, such women candidate, who as a result of tests is found to be pregnant of twelve weeks standing or more shall be declared temporarily unfit and her appointment 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 appointed to the post kept reserved for her.

8. Contract appointee shall 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 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.
.....

(Signature of the FIRST PARTY)

2.
.....

(Name and Full Address)

IN THE PRESENCE OF WITNESS:

1.
.....

(Name and Full Address)

(Signature of the SECOND PARTY)

2.
.....

(Name and Full Address)

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