

**H.P. State Legal Services Authority,
Block No.22, SDA Complex, Kasumpti,
Shimla-171009**

Phone: 0177-2623862, Fax: 0177-2626962

No.112-LSA/Estt./Part-X/2018/SW-502 Dated Shimla-9 **29.1.2018**

OFFICE ORDER

In exercise of powers vested under Rule 4 (c) of H.P. State Legal Services Authority Rules, 1995 read with Resolution No.4 of the minutes of the meeting of Himachal Pradesh State Legal Services Authority held on 17.4.1998, **Shri Harish Kumar Verma** son of Shri Prem Chand Verma, Prem Niwas, Chalounthi, Sanjauli, Shimla is hereby appointed as **Junior Office Assistant (IT)** (purely on contract basis as per the terms and conditions detailed below) in the Pay Band of Rs.**5910-20200+1950/-** Grade Pay in the H.P. State Legal Services Authority, Shimla-9.

The appointee is directed to report for duty within the prescribed time subject to the acceptance and fulfillment of the following specific terms and conditions:-

Terms and conditions

1. The appointment is being given purely on contract basis, the appointee will have to execute a bond on the stamp paper with the Member Secretary, H.P. State Legal Services Authority that he has carefully gone through the conditions of the contract appointment and the conditions imposed are acceptable to him/her. The joining report will be accepted only after the execution of the requisite bond between this Authority and the appointee as per **Annexure 'A'**.
2. The **character and antecedents** of the candidates appointed in this Authority will be got verified within **three months** of the date of his joining. If the character and antecedents found not proper, the appointment of the candidate shall be liable to be canceled without assigning any reason.
3. The candidate possessing degree of B.Tech./ MCA/ B.Sc. (IT)/ PGDCA or equivalent or +2 or equivalent qualification+BCA (Bachelor of Computer Application)/ DCA (Diploma in Computer Application)/ I.T.I diploma in Computers or equivalent diploma in Information Technology or Computers with two years experience as System Assistant or Computer/Desktop Engineer or on higher post in the field of computers and having basic knowledge in computers like

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operating the computers, windows and Linux Operating Systems and typing out and taking print outs etc. In case of non fulfillment of requisite qualification, the services shall be terminated without assigning any further reasons.

4. He is required to produce all original certificates in support of his qualifications and age alongwith self attested photocopies of documents.
5. The appointee is liable to serve in any part of the State as per the administrative requirements of the Department.
6. The contract appointee will be paid fixed contractual amount @ Rs.5910-20200+1950/- grade pay. The contract appointee will be entitled for annual increase in contractual amount @ 3% of the minimum of pay Band + Grade Pay which shall not be rounded off to the next multiple of 10 and annual increase in contractual emoluments for the subsequent year(s) will be allowed if contract is extended beyond one year.
7. The contract will be renewed on year to year basis by this Authority subject to good performance and good conduct.
8. 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.
9. 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 135 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-imbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

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.

10. Unauthorized absence from the duty without the approval of the controlling authority shall automatically lead to the termination of the contract. Contractual **Junior Office Assistant (IT)** will not be entitled for contractual amount for the period of absence from duty.

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11. An official appointed on contract basis who has completed three years of service as such at one place of posting will be eligible for transfer on need based wherever required on Administrative grounds.
12. The candidate will have to submit a certificate of his/her fitness from a **Government/Registered Medical Practitioner**. Women candidate pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The women candidate shall be re-examined for fitness from an authorized Medical Officer/Practitioner.
13. 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 pay scale.
14. The Employees Group Insurance Scheme as well as CPF will not be applicable to contractual appointee(s).
15. Provision of service rules like FR, SR, Leave Rules, GPF Rules & Pension Rules etc. as applicable to the regular employee will not be applicable to contract appointees.
16. The appointment to the service shall be subject to order regarding reservation in the service for Scheduled Castes/Scheduled Tribes/ Other Backward Classes/other categories of persons issued by the Himachal Pradesh Government from time to time.
17. He will have to give a declaration to the effect that he has only living spouse, if married.
18. He will have to take an oath of allegiance/faithfulness to the constitution of India or making solemn affirmation.
19. The appointee has to produce character certificate from a Magistrate or Gazetted Officer to whom the candidate may be known for the last three years.
20. The initial place of posting may be changed in near future in the interest of Administration.
21. No TA/DA shall be admissible for joining the post.


If the aforesaid offer of appointment on the terms and conditions stipulated above, is acceptable to him, he may report for duty **within a month** from the receipt of this office order in H.P. State Legal Services Authority, Block No.22, SDA Complex, Kasumpti, Shimla-9 along with documents required and will execute the requisite bond of contract and medical fitness certificate, failing

which the offer of the appointment shall automatically stand cancelled and the candidate will have no right to claim it.

These orders are available on the website of this Authority i.e. www.hpslsa.nic.in.


(Yashwant Singh Chogal)

Member Secretary

 H.P. State Legal Services Authority,
Shimla-171009

Endst.No. As above.


Dated


Shimla-9

29.1.2018

Copy forwarded to:-

1. The Assistant Controller (F&A), H.P. State Legal Services Authority for information The Senior Assistant (Accounts), H.P. State Legal Services Authority, Shimla for information and necessary action.
2. Shri Harish Kumar Verma son of Shri Prem Chand Verma, Prem Niwas, Chalounthi, Sanjauli, Shimla through Registered/Speed Post for information and necessary action.
3. Personal file.


Member Secretary,

 H.P. State Legal Services Authority,
Shimla-9

Annexure-'A'

Form of contract/agreement to be executed between the Junior Office Assistant (IT) and the Government of Himachal Pradesh through Member Secretary, H.P. State Legal Services Authority, Shimla.

This agreement is made on this _____ in the year _____
Between _____ S/o Shri _____ aged _____
_____ years resident of _____,
_____ H.P.

(hereinafter called "**First Party**"). AND the Governor of Himachal Pradesh through Member Secretary, H.P. State Legal Services Authority, Shimla, 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 **Junior Office Assistant (IT)** on contract basis on the following terms & conditions:-

1. That the **FIRST PARTY** shall remain in the service of the **SECOND PARTY** as a **Junior Office Assistant (IT)** 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 i.e. on _____ and information notice shall not be necessary.

Provided that for-further extension/renewal of contract period, 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 Rs.5910+1950=7860/- 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. Contract **Junior Office Assistant (IT)** will be entitled for one day's casual leave after putting one month service. However the contract employee will also be entitled for 16 weeks maternity leave, 10 days medical leave and 5 days special leave. He/she shall not be entitled for medical reimbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee. However 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. Unauthorized absence from the duty without the approval of the controlling Officer shall automatically lead to the termination of the contract. A contractual **Junior Office Assistant (IT)** will not be entitled for contractual amount for the period of absence from duty.
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 grounds.
7. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnant beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/Practitioner.
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. _____

(Name and Full Address)

(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)

Member Secretary
H.P. State Legal Services Authority,
Block No.22, S.D.A. Complex,
Kasumpti, Shimla-9

2. _____

_____.

(Name and Full Address)