

No. Per (AP)-C-B (2)-1/99-Vol. I.
Government of Himachal Pradesh
Department of Personnel (AP-III)

Dated: Shimla-171002, the 5th March, 2009.

From

The Secretary (Personnel) to the
Government of Himachal Pradesh.

To

1. All the Principal Secretaries/Secretaries to the
Government of Himachal Pradesh.
Shimla-171002.
2. All Divisional Commissioners in Himachal Pradesh.
3. All Heads of Departments in Himachal Pradesh.
4. All Deputy Commissioners in Himachal Pradesh.

Subject:-

Terms and conditions for the recruitment on contract basis-
Instructions thereof.

Sir,

I am directed to say that the matter regarding prescribing the provisions in the existing Recruitment and Promotion Rules of various categories against Column Numbers 4, 10 and newly inserted Col. No. 15-A for appointment on contract basis was active consideration of the Government. Now, it has been decided that the following provisions against Col. No. 4, 10 and 15-A should be prescribed in the concerned Recruitment and Promotion Rules of all the categories where the mode of direct recruitment OR on contract basis has been prescribed:-

Col. No. 4:-

- i) Pay Scale for regular incumbents _____ (details).
- ii) Emoluments for Contract employees _____ as per details given in Col. 15-A.

Col. No. 10:

_____ % by direct recruitment on a regular basis or by recruitment on contract basis as the case may be. The contract employees will get emoluments as given in Col. 15-A and will be governed by service conditions as specified in the said column.

Col. No. 15-A

(Selection for appointment to the post by contract appointment):-

Notwithstanding anything contained in these rules, contract appointments to the post will be made subject to the terms and conditions given below:-

(I) CONCEPT

(a) Under this policy the _____ (Name of the post) in Department of _____ (Name of the Department) H.P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis.

(b) POST FALLS WITHIN THE PURVIEW OF HP PSC/ HP SSSB :-

The _____ (Designation of the appointing authority) after obtaining the approval of the Government to fill up the vacant posts on contract basis will place the requisition with the concerned recruiting agency i.e. H.P. Public Service Commission/ H.P. Subordinate Services Selection Board, Hamirpur.

(c) POST FALLS OUT OF THE PURVIEW OF HP PSC/HPSSSB:-

The _____ (Designation of the appointing authority) after obtaining the approval of the Government to fill up the posts on contract basis will advertise the details of the vacant posts in atleast two leading newspapers and invite applications from candidates having the prescribed qualifications and fulfilling the other eligibility conditions as prescribed in these Rules.

(d) The selection will be made in accordance with the eligibility conditions prescribed in these Rules.

(II) CONTRACTUAL EMOLUMENTS:

The _____ (Name of the post) appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. _____ P.M. (which shall be equal to initial of the pay scale + Dearness pay).

An _____ amount _____ of _____

Rs. _____ (equal to annual increase in the minimum/initial start of the pay scale of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed if contract is extended beyond one year.

(III) APPOINTING/ DISCIPLINARY AUTHORITY:

The _____ (Designation of the appointing authority) H.P. will be appointing and disciplinary authority.

(IV) SELECTION PROCESS:

Selection for appointment to the post in the case of Contract Appointment will be made on the basis of viva-voce test or if consider necessary or expedient by a written test or practical test the standard/syllabus etc. of which will be determined by the concerned recruiting agency i.e. _____ (Name of the recruiting agency).

(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS:

As may be constituted by the concerned recruiting agency i.e. the _____ (Name of the recruiting agency) from time to time.

(VI) AGREEMENT:

After selection of a candidate, he/she shall sign an agreement as per Annexure-B appended to these Rules.

TERMS AND CONDITIONS:

- (a) The contractual appointee will be paid fixed contractual amount @ Rs. _____ P.M. (which shall be equal to initial of the pay scale + Dearness Pay). The contract appointee will be entitled for increase in contractual amount @ Rs. _____ (equal to annual increase in the minimum/ initial start of the pay scale of the post) for further extended years and no other allied benefits such as senior/selection scales etc. will be given.

- (b) 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.
- (c) Contract Appointee will be entitled for one day casual leave after putting one month service. This leave can be accumulated up to one year. No leave of any other kind is admissible to the contract appointee. He/she shall not be entitled for Medical Re-imbursement and LTC etc. only maternity leave will be given as per rules.
- (d) Unauthorized absence from the duty without the approval of the controlling Officer shall automatically lead to the termination of the contract. Contract Appointee shall not be entitled for contractual amount for the period of absence from duty.
- (e) Transfer of a contract appointee will not be permitted from one place to another in any case.
- (f) Selected 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 will be re-examined for the fitness from an authorized Medical Officer/Practitioner.
- (g) 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.
- (h) 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 case of contract appointees. They will be entitled for emoluments etc. as detailed in this Column.

Form of contract/agreement to be executed between
the _____ (Name of the post) 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 _____

Contract appointee (hereinafter called the FIRST
PARTY), AND The Governor of Himachal Pradesh
through _____ (Designation of the
Appointing Authority) 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 _____ (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 _____ (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
i.e. on _____. And information notice
shall not be necessary.
2. The contractual amount of the FIRST PARTY will
be Rs. _____ 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. Contractual _____ (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 _____ (Name of the post). He
will not be entitled for Medical Reimbursement and
LTC etc. Only maternity leave will be given as per
Rules.

5. Unauthorized absence from the duty without the approval of the controlling Officer shall automatically lead to the termination of the contract. A contractual _____ (Name of the post) will not be entitled for contractual amount for the period of absence from duty.
6. Transfer of a official appointed on contract basis will not be permitted from one place to another in any case.
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)

2.

(Signature of the FIRST PARTY)

(Name and Full Address)

1.

IN THE PRESENCE OF WITNESS:

(Name and Full Address)

(Signature of the SECOND PARTY)

2.

(Name and Full Address)

Since the approval of all the Advisory Departments have already been obtained in the matter, therefore, the Administrative Departments may carry-out such amendment in the concerned Recruitment and Promotion Rules at their own level after getting the draft notifications vetted by the Law Department. These instructions may be brought to the notice of all concerned under you for strict compliance.

Yours faithfully,

Hardev Singh

Deputy Secretary (Personnel) to the
Government of Himachal Pradesh.

Endst. No. Per (AP)-C-B(2)-1/99-Vol.-I Dated: Shimla-2 5th March, 2009.

1. Copy forwarded to all the Section Officers in H.P. Secretariat, Shimla-171002 for necessary action.
2. Deputy Secretary (GAD) to the Government of Himachal Pradesh with reference to decision taken in the Cabinet Meeting held on 25.2.2009 vide item No. 9 for information.
3. 250 copies for Guard File.

Hardev Singh

Deputy Secretary (Personnel) to the
Government of Himachal Pradesh.

