

No. Per (AP)-C-B (2)-1/2009-Loose
Government of Himachal Pradesh
Department of Personnel (AP-III)

Dated: Shimla 171002, the 8th January, 2010.

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-
amendments thereof.

Sir,

In continuation of the instructions issued by the Finance Department vide O.M. No. Fin (C) B (7)5/2009 dated the 3rd December, 2009, I am further directed to make following amendments in the terms and conditions for the recruitment on contract basis against Col. No. 15-A circulated by this Department vide letter No. Per (AP)-C-B (2)1/99-Vol.-I dated 5.3.2009:-

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 minimum of the pay band + grade pay). An amount of Rs. _____ (3% of the minimum of pay band + grade pay 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.

(VII) TERMS AND CONDITIONS:

- (a) The contractual appointee will be paid fixed contractual amount @ Rs. _____ P.M. (which shall be equal to minimum of the pay band + grade pay). The contract appointee will be entitled for increase in contractual amount @ Rs. _____ (3% of minimum of the pay band + grade pay of the post) for further extended years and no other allied benefits such as seniority/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) An official appointed on contract basis who have completed five years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
- (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 counterpart official 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.

ANNEXURE-"B"

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 _____ day of _____ between _____ S/o/D/o _____ Shri _____ R/o _____ year _____ in the _____ Sh./Smt. _____

Contract appointee (hereinafter called the FIRST PARTY), AND The Governor of Himachal Pradesh through _____ (Designation of the Appointing Authority) Himachal Pradesh (hereinafter called 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 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. An official appointed on contract basis who have completed five 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/CPF 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)

2. _____

(Name and Full Address)

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-Loose Dated: Shimla-2 8th January, 2010.

Copy forwarded to all the Section Officers in H.P. Secretariat, Shimla-171002 for necessary action.

Hardev Singh

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