

Government of Himachal Pradesh
Tribal Development Department

No.TBD(A)1-1/2017 Dated:Shimla-2, 19-05-2018

NOTIFICATION

On the recommendation of HP Public Service Commission, the Governor, Himachal Pradesh, in exercise of powers vested in him under Rule-15 of the Himachal Pradesh Tribal Development Department, Research Officer(Anthropology) Class-I (Gazetted) Recruitment and Promotion Rules, 2017, is pleased to order the appointment of Ms.Rupal Sood d/o Shri Manohar Lal Sood permanent resident of VPO Ghurkari, Tehsil and District Kangra-176001 as Research Officer(Anthropology) Class-I (Gazetted) in the pay scale of ₹ 10300-34800 + 5000 Grade Pay, on contract basis, in the Tribal Development Department for a period of one year on fixed contractual emoluments of ₹ 15300/- per month which shall be equal to the minimum of pay band + grade pay i.e. 10300+5000, with immediate effect, in the public interest.

2. The appointment to the post of Research Officer(Anthropology) Class-I (Gazetted) in Tribal Development Department is subject to the following terms and conditions:

- (a) Candidate selected for appointment on contract basis will be engaged initially for one year, which shall be extended depending upon requirement of the services of such appointees and further subject to high

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standard of work, conduct and performance of such appointee. However, the services of contract appointee may be terminated even prior to the completion of contract period by issuing on month notice or payment on one month wages in lieu of notice if service is not required due to non-availability of work for which principle of first comes last go shall be followed. The appointment is liable to be terminated in case the performance and /conduct of contract appointee is not found satisfactory for which notice with due opportunity of being heard shall be given.

- (b) The contractual appointee shall be paid consolidated fixed contractual amount ₹15,300/- Per Month, which shall be equal to minimum of the pay band +grade pay or as prescribed by the State Government from time to time.
- (c) Contract appointee so selected under these rules shall not have any right to claim regularisation or permanent absorption in Government job.
- (d) The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.
- (e) The Contract appointee will be entitled for one day's casual leave after putting one month's service. However, the contract appointee will also be entitled for 180 days maternity leave(as per latest instructions), 10 day's medical leave and 5 day's special leave. A female contract appointee shall also be entitled for maternity leave not exceeding 45 day's (irrespective of the number of surviving children) during the entire

service, in case if miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. She 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.

Provided that the un-availed casual leave, medical leave and special leave can be accumulated up to the calendar year and will not be carried forward for the next calendar year.

- (f) 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 the contractual amount for this period of absence from duty.

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

- Parvinder* (g) Contract appointee 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.

- (h) Selected candidate will have to submit a certificate of 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.

- (i) 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.
 - (j) 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.
 - (k) The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to contract appointee(s).
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- (l) After selection of a candidate for appointment, she shall have to sign an agreement as laid down by the Department attached as Annexure-"A" to these rules or as amended from time to time.

3. The candidate will submit the documents mentioned in the para-3 above in the office of undersigned and thereafter, she shall report to the Commissioner(Tribal Development) Shimla and then join her place of posting. If for any reason, the candidate is unable or unwilling to accept the appointment, intimation be sent to this Department, immediately.

4. This appointment order will be on provisional basis and subject to the condition that in case character and antecedents of the candidate is found not verified or any false information is given by the candidate in her self-declaration, the provisional appointment letter will be cancelled forthwith and other criminal/legal action will be taken, as a consequence.

5. The Governor of Himachal Pradesh is further please to order the posting of Ms Rupal Sood, Research Officer (Anthropology) in the office of Commissioner (Tribal Development) Shimla against vacant post, with immediate effect.

6. She is directed to sign the Agreement (copy enclosed) immediately and submit the same in the office of undersigned and thereafter join at her place of posting as mentioned above within 10 days after the issuance of this notification. If for any reasons candidate is unable or unwilling to accept the appointment, intimation may be sent to this Department immediately.

By orders,

Principal Secretary (TD) to the
Government of Himachal Pradesh


Endst.No.As above. Dated Shima-2, 19-05-2018

Copy forwarded for information and necessary action to:-

1. The Principal Accountant General (Audit), H.P.
Shimla-03.

2. The Sr. Dy. Accountant General (A&E), H.P.
Shimla-3.

3. The Commissioner (Tribal Development), H.P. Shimla-2
4. The Project Officer ITDP Kinnaur at Reckong Peo, District Kinnaur, Lahaul at Keylong /Spiti at Kaza, District Lahaul & Spiti, and Pangi at Killar & Bharmour, District Chamba, H.P.
5. The Controller, Printing & Stationery, H.P. Government Press, Shimla-5
6. The Sr. Technical Director & SIO, NIC Shimla for uploading this notification on the Departmental website.
7. Personal file of the Officer /Guard file.
8. Ms. Rupal Sood d/o Shri Manohar Lal Sood permanent resident of VPO Ghurkari, Tehsil and District Kangra-176001


(Naresh Sharma)

Deputy Secretary (TD) to the
Government of Himachal Pradesh

ANNUEXURE-"A"

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 Shri/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 referred to as 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 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 further 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 Rs. 15,300/- 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 satisfactory.
4. The Contract appointee will be entitled for one day's casual leave after putting one month's service. However, the contract appointee will also be entitled for 180 days maternity leave(as per latest instruction of the Government), 10 days medical leave and 5 days' special leave. 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:

Provided that un-availed casual leave, medical leave and special leave can be accumulated up to the calendar year and will not be carried forwarded 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 State 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 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)

(Signature of the SECOND PARTY)
