

**Government of Himachal Pradesh
Public Works Department**

No. PBW-A(B)2-140/2005-I

Dated: Shimla-2, the 26th March, 2022

NOTIFICATION

The Governor, Himachal Pradesh in exercise of powers vested in him under Rule- 15 of the Himachal Pradesh Public Works Department, Assistant Engineer (Electrical) Class-I (Gazetted) Recruitment & Promotion Rules, 1997 as amended from time to time, is pleased to order the appointment of the following candidates as Assistant Engineer (Electrical) on contract basis on the recommendation of HP Public Service Commission for a period of one year on fixed contractual emolument which shall be equal to 60% (sixty percent) of the first cell of the applicable Level-18 (Rs. 56100- Rs. 177500) of the Pay Matrix = Rs. 33660/- per month with immediate effect, in the public interest:-

| Sr. No. | Roll No. | Name and address of the candidate |
|---------|----------|--|
| 1. | 24821244 | Sh. Anshul S/o Sh. Anil Kumar Thakur, Village Dhar, PO. Darpa, Tehsil Sarkaghat, Distt. Mandi, HP Pin 175042 |
| 2. | 24821127 | Sh. Abhishek Negi S/o Sh. Dil Bahadur Negi, VPO- Bari, Tehsil Nichar, Distt. Kinnaur, HP, PIN 172115 |

2. The appointment to the Assistant Engineer (Elect.) in the Public Works Department is subject to the following terms and conditions:-

- (a) The appointment is purely on provisional basis which is subject to verification of his character and antecedents. In case of adverse report from the competent authority in this regard, the provisional appointment shall be terminated without any notice.
- (b) Candidates selected for appointment on contract basis will be initially appointed for one year which shall be extended depending upon requirement of the services of such appointees and further subject to high standard of work, conduct and performance of such appointee. However, their services may be terminated even prior to the completion of contract period by issuing one month notice or payment of one month wages in lieu of notice if their services are not required due to non-availability of work for which principal of first come last go shall be followed. Their services may also be terminated during the contract period if their conduct and

Contd. — 2 —

performance is not found satisfactory for which notice with due opportunity of being heard shall be given.

- (c) The contractual appointee shall be paid contractual emoluments Equal to 60% (sixty percent) of the first cell of the applicable Level-18 (Rs. 56100/- – Rs. 177500/-) of the Pay Matrix = Rs. 33660/- PM or as prescribed by the Government from time to time.
- (d) Contract appointee so selected under these rules will not have any right to claim regularization or permanent absorption in Government job.
- (e) The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.
- (f) Contract Appointee will be entitled for one day casual leave after putting one month service. However, the contract employee will also be entitled for 135 days maternity leave, 10 days medical leave and 5 days special leave. He shall not be entitled for Medical Re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contractual appointee.

Provided that the un-availed Casual Leave and Medical Leave can be accumulated upto the Calendar Year and will not be carried forwarded for the next Calendar Year.

- (g) Unauthorized absence from the duty without the approval of the controlling officers shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for unauthorized absence from duty were beyond his control on medical grounds, such period shall not be excluded while considering his 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 shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

- (h) 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.

- (i) Selected candidate will have to submit a certificate of his fitness from a Government/Registered Medical Practitioner.
- (j) Contract appointee will be entitled to TA/DA, if required to go on tour in connection with his official duties at the same rate as applicable to regular counter-part official at the minimum of pay scale.
- (k) The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointee(s).
- (l) After selection of a candidate for appointment, he shall have to sign an agreement as laid down by the department attached as Annexure-B to these Rules or as amended from time to time.

3. The candidates will submit the documents mentioned in the Para-2 above in the office of undersigned and thereafter they shall report to the Engineer-in-Chief, HPPWD and thereafter join their place of posting. if for any reason, the candidate is unable or unwilling to accept the appointment, intimation be sent to this department, immediately.

By Order

Subhasish Panda
Principal Secretary (PW) to the
Government of Himachal Pradesh
26th March, 2022

Endst. No. as above.

Dated:

Copy for information and necessary action to :-

1. The Accountant General, HP Shimla - 171003
2. The Engineer-in Chief, HPPWD, Nirman Bhawan, Nigam Vihar, Shimla-2
3. All the Chief Engineer, HPPWD.
4. The Controller, Printing & Stationer, HP Govt. Press, Shimla-2
5. The Superintending Engineer (Electrical) HPPWD Dharamshala/ Shimla.
6. The Nodel Officer (IT) o/o ENC, HPPWD, Shimla-2.
7. The officer concerned for compliance.
8. Guard file.

(Pushp Lata Singha)
Joint Secretary (PW) to the
Government of Himachal Pradesh

ANNEXURE-B

Form of contract/agreement to be executed between the Assistant Engineer (Electrical) and the Government of Himachal Pradesh through Under/Deputy/Joint Secretary, H.P. Public Works Department.

This agreement is made on thisday ofin 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 Under/Deputy/Joint Secretary, HP PWD (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 Assistant Engineer (Elect.) on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as Assistant Engineer(Elect.) for a period of 1 year commencing on day ofand 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 be necessary..... 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 equal to 60% of the first cell of the applicable Level-18 (Rs. 56100- Rs. 177500) of the Pay Matrix = Rs 33660/- 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 Assistant Engineer (Electrical) will be entitled for one day casual leave after putting one month service. However, the contract employee will also be entitled for 10 days Medical Leave and 5 days special leave. He/She shall not be entitled for Medical

Re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contractual Assistant Engineer (Electrical).

Provided that the un-availed Casual Leave and Medical Leave can be accumulated upto 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 contractual Assistant Engineer (Electrical). 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 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 until the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/practitioner.

8 Contractual Appointee shall be entitled to TA/DA if required to go on tour in connection with his official duties at the same rate as applicable to regular counter-part Official at the minimum of the pay scale.

9 The Employees Group Insurance Scheme as EPF/GPF facility will not be applicable to the 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. _____

2. _____

(Name and Full Address)

(Signature of the FIRST PARTY)

1. _____

2. _____

(Name and Full Address)

(Signature of the SECOND PARTY)
