

Government of Himachal Pradesh
Public Works Department

No.PBW-A-B (2)-21/2014 Dated: Shimla-2, the 17th October, 2015

NOTIFICATION

In continuation to this department notification of even number dated 16th October, 2015, the Governor, Himachal Pradesh is pleased to order the posting of Sh.Laxmi Kant Sharma, newly appointed Assistant Engineers (Civil) on contract basis in HP Public Works Department as AE (QA) o/o Engineer-in-Chief (Q&C), HPPWD Shimla with immediate effect in the public interest.

The above officer is directed to join his duty at new place of posting within 07 days and submit charge assumption report to this department, immediately.

By Order

Narinder Chauhan
Additional Chief Secretary(PW)
Government of Himachal Pradesh.

Endst. No. As above Dated: Shimla-2, the 17th October, 2015.

Copy for information and necessary action to:-

1. The Accountant General (A&E), HP Shimla-3.
2. The Secretary, HPPSC, Shimla-2 w.r.t. his letter No.3-56/2013-PSC(R-III) dated 30.1.15.
3. The Engineer-in-Chief (Q&C), HPPWD, Shimla.
4. All the Chief Engineers, HP,PWD.
5. Sh.Laxmi Kant Sharma s/o Sh.Satya Dev, Nirmal Kutir, Indernagar, Dhalli, Shimla.

(K. R. Saizal)
Deputy Secretary (PW) to the
Government of Himachal Pradesh

**Government of Himachal Pradesh
Public Works Department**

No. PBW-A-B(2)-21/2014 Dated: Shimla - 2, the

17th October, 2015.

NOTIFICATION

The Governor, Himachal Pradesh in exercise of powers vested in him under Rule-15 of the Himachal Pradesh Public Works Department, Assistant Engineer (Civil), Class-I (Gazetted) Recruitment and Promotion Rules, 2002 as amended from time to time, is pleased to order the appointment of Sh.Laxmi Kant Sharma s/o Sh.Satya Dev (Roll No.400254) as Assistant Engineer (Civil) in HP.PWD on contract basis on the recommendation of HP Public Service Commission for a period of one year on fixed contractual emolument Rs. 21,000/- (Pay band + grade pay i.e Rs. 15600+5400) per month, which shall be equal to minimum of the pay band + grade pay with immediate effect, in the public interest.

2. The appointments of the above candidate is subject to the final decision in OA No.2992/2015 filed by Sh.Bhaskar Sehgal & others V/S State of HP & others pending before the Hon'ble HP Administrative Tribunal:-

3. The appointment to the post of Assistant Engineer (Civil) in the Public Works Department is subject to the following terms and conditions:-

- (a) Candidate 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 appointee and further subject to high standard of work, conduct and performance of such appointee. However, his 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 his services are not required due to non-availability of work for which principle of first come last go shall be followed. His services may also be terminated during the contract period, if his conduct and performance is not found satisfactory for which notice with due opportunity of being heard shall be given.
- (b) The Contractual Appointee shall be paid contractual emoluments as equal to minimum of the pay band + grade pay per month or as prescribed by the Government from time to time.
- (c) Contract Appointee so selected under these rules, will not have any right to claim regularization 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.

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- (e) Contract Appointee will be entitled for one day casual leave after putting one month service. However, the contract employee will also be entitled for 10 day's 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..

- (f) 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.
- (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 his 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 duty at the same rate as applicable to regular counterpart official at the minimum of the pay scale.
- (j) Provisions of service Rules like FR, SR, Leave Rules, GPF Rules, Pension Rules and Conduct Rules etc. as are applicable in case of regular employees will not be applicable in case of contract appointees.
- (k) After selection of a candidate for appointment, he/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.

4. The candidates will submit the documents mentioned in the para-3 above in the office of undersigned and thereafter, he shall report to the Engineer-in-Chief, PWD and thereafter join his place of posting. If for any reason, the candidate is

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unable or unwilling to accept the appointment, intimation be sent to this department.
immediately.

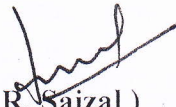
By Order

Narinder Chauhan
Additional Chief Secretary (PW)
Government of Himachal Pradesh.

No. PBW-A-B(2)-21/2014 Dated: Shimla – 2, the 17th October, 2015.

Copy forwarded for information and necessary action to: -

1. The Sr. Dy. Accountant General (A&E), HP Shimla-3.
2. The Engineer-in-Chief, HP PWD, Shimla – 2
3. All the Chief Engineers, HP PWD.
4. The Controller, Printing & Stationery, HP Govt. Press, Shimla – 2.
5. All the Superintending Engineers, HPPWD.
6. All the concerned officers.


(K. R. Saizal)
Deputy Secretary(PW) to the
Government of Himachal Pradesh

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ANNEXURE-B

FORM OF CONTRACT/AGREEMENT TO BE EXECUTED BETWEEN THE ASSISTANT ENGINEER (CIVIL) AND THE GOVERNMENT OF HIMACHAL PRADESH THROUGH DEPUTY SECRETARY, HP PUBLIC WORKS DEPARTMENT.

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, Himachal Pradesh through Deputy Secretary, HP PWD (hereinafter the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as Assistant Engineer (Civil) 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 (Civil) for a period of 01 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. 21,000/- (Pay band + grade pay i.e Rs. 15600+5400) 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 (Civil) will be entitled for one day casual leave after putting one month service. However, the contract employee will also be entitled for 16 weeks Maternity Leave, 10 day's 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 (Civil).

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 (Civil). 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.

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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)
