

Government of Himachal Pradesh
Irrigation & Public Health Department

No.IPH-A-2(B)43/2015-Vol.II

Dated Shimla-171002, 1st Feb 2017

NOTIFICATION

The Governor, Himachal Pradesh, in exercise of powers vested in him under Rule-15 A of Himachal Pradesh, Irrigation and Public Health Department, Assistant Engineer (Civil) Class-I (Gazetted) Recruitment and Promotion Rules, 2010 and on the recommendations of HP Public Service Commission, is pleased to order the appointment of following candidates as Assistant Engineer(Civil) on contract basis for a period of one year on fixed contractual emoluments of Rs. 21,000/- per month [Minimum of the Pay Band+ Grade pay i.e. 15,600-39,100+5400 Grade Pay] with immediate effect, in the public interest:-

Sr. No.	Name and address of Candidate
1	Ms. Pallvi Abrol D/O Sh. Anand Abrol, V.P.O. Bathri, Tehsil Dalhousie, Distt. Chamba (HP) Pin-176306
2	Sh. Vivek Sharma S/O Sh. Suraj Dev Sharma Vill. Lalsa PO Dansa, Tehsil Rampur Bushahar, Distt. Shimla, Himachal Pradesh Pin-172001
3	Sh. Ashish Chaudhary S/O Sh. Ramesh Chand Chaudhary, Village Jatehar, Mouza Busal, Post office Oie, Tehsil Baroh, Distt. Kangra, Himachal Pradesh Pin-176054
4	Sh. Amit Kumar Choudhary S/O Subhash Chand V.P.O. Raja ka Bagh Tehsil Nurpur Kangra, Himachal Pradesh Pin-176201
5	Sh. Jitesh Kumar S/O Sh. Jagdish Chand, Village Bhajkyra, Post Office Tikroo, Tehsil Jogindernagar Distt. Mandi (HP) Pin-175032
6	Sh. Raj Kumar S/O Sh. Rattan Lal, Karyana Merchant, Prem Ghat Theog, Distt. Shimla (HP) Pin-171201
7	Sh. Abhishek Bhatia, S/O Sh. Suresh Bhatia, Village Amtrar, Post Office Sunehar, Tehsil Nagrota Bagwan, Distt. Kangra (HP) Pin-176056

Contd.. 2/-

2. These appointment orders 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 his/her self-declaration, the provisional appointment letter will be cancelled forthwith and other criminal/ legal action will be taken, as a consequence.

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

- (a) Candidates selected for appointment on contract basis will be initially appointed for one year which shall be extended further subject to satisfaction of work, conduct and performance of such appointee. The service of contract appointee will be purely on temporary basis. The appointment is liable to be terminated incase the performance/ conduct of contract appointee is not found satisfactory.
- (b) Contract appointee so selected under these rules will not have any right to claim regularization or permanent absorption in Government job.
- (c) Contractual Assistant Engineer (Civil) will be entitled for one day's casual leave after putting one month service. However, the contract appointee will also be entitled for 135 days Maternity Leave, 10 days Medical Leave & 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 Govt. Medical Officers. He/she shall not be entitled for Medical re-imbusement and LTC etc. No leave of other kind except above is admissible to the contract 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.

- (d) 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 Government.

- (e) Contract appointee who has completed three years tenure at one place of posting will be eligible for transfer on need based basis, where ever required on administrative grounds.
- (f) 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 officers at the minimum of pay scale
- (g) Provisions of service Rules like FR,SR, Leave Rules, GPF Rules, Pension Rules and Conduct Rules etc. as are applicable in case of regular employee will not be applicable in case of contract appointees.
- (h) The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contract appointees.

4. The Governor, Himachal Pradesh is further pleased to order the posting of above Assistant Engineers as under :-

<u>Sr. No.</u>	<u>Name of newly recruited Assistant Engineer(Civil)</u>	<u>Place of posting</u>
1	Ms. Pallvi Abrol D/O Sh. Anand Abrol, V.P.O. Bathri, Tehsil Dalhoussie, Distt. Chamba (HP)-Pin-176306	IPH Division Chamba against vacant post.
2	Sh. Vivek Sharma S/O Sh. Suraj Dev Sharma Vill. Lalsa PO Dansa, Tehsil Rampur Bushahr, Distt. Shimla, Himachal Pradesh, Pin-172001	O/o ENC (IPH) against vacant post.

Contd. 4/ -

3	Sh. Ashish Chaudhary S/O Sh. Ramesh Chand Chaudhary, Village Jatehar, Mouza Busal, Post office Oie, Tehsil Baroh, Distt. Kangra, Himachal Pradesh Pin-176054	IPH Circle Una against vacant post.
4	Sh. Amit Kumar Choudhary S/O Subhash Chand V.P.O. Raja ka Bagh Tehsil Nurpur Kangra, Himachal Pradesh Pin-176201	O/o ENC (IPH) against vacant post.
5	Sh. Jitesh Kumar S/O Sh. Jagdish Chand, Village Bhajkyra, Post Office Tikroo, Tehsil Jogindernagar Distt. Mandi (HP) Pin-175032	O/o ENC (IPH) against vacant post.
6	Sh. Raj Kumar S/O Sh. Rattan Lal, Karyana Merchant, Prem Ghat Theog, Distt. Shimla (HP) Pin-171201	Hydrology Division Shimla against vacant post.
7	Sh. Abhishek Bhatia, S/O Sh. Suresh Bhatia, Village Amtrar, Post Office Sunehar, Tehsil Nagrota Bagwan, Distt. Kangra (HP) Pin-176056	IPH Circle Dharamshala against vacant post.

5. All the above candidates are directed to sign the Agreement (copy enclosed) immediately and submit the same in the office of the undersigned and join thereafter at their respective place of postings as mentioned above within 10 days after issuance of this Notification. If for any reasons the candidate is unable or unwilling to accept the appointment, intimation may be sent to this department immediately.

BY ORDER

ANURADHA THAKUR
Secretary (IPH) to the
Government of Himachal Pradesh

Contd. 5/ -

Endst. No. As above

1st Feb-2017 Dated Shimla-171002,

Copy to :-

1. The Secretary, HP Public Service Commission, Nigam Vihar Shimla for information with reference to letter No.3-22/2015(PSC (R-II) dated 29th November, 2016.
2. The Engineer in Chief, IPH Department, US Club, Shimla-1 with the request to direct the concerned Superintending Engineers to check the original degree/certificates of Civil Engineering and Medical Certificates and other relevant documents before they are allowed to join as Assistant Engineer(Civil) on contract basis. He is also requested that if any discrepancy or possibility of misrepresentation or fraud is noticed, the matter may be brought to the notice of this Department as well as to the H.P. Public Service Commission, Shimla-2.
3. All the Chief Engineers, IPH Zone, in HP IPH Department.
4. All the Superintending Engineers in HP IPH Department.
5. Concerned Executive Engineers.
6. The Accountant General (Audit), HP Shimla-171003.
7. The Accountant General (A&E), HP Shimla-171003.
8. All concerned Engineers.
9. The Controller, Printing and Stationery, H.P. Govt. press Shimla-5 for publication in the HP Rajpatra.
10. Copy of personal files/Guard file.



(CHHAVI NANTA)
Deputy Secretary (IPH) to the
Government of Himachal Pradesh

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ANNUEXURE-"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 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 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 ₹ _____/- 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. Contractual _____ (Name of the post) will be entitled for one day's casual leave after putting one month service. However, the contract appointee will also be entitled for 135 days maternity leave, 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

J.P. name

miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. He/she shall not be entitled for medical reimbursement 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 upto the calendar year and will not be carried forward 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 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).

Signature

John

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)

John