

**DEPARTMENT OF AGRICULTURE
HIMACHAL PRADESH.**

No. Agr. H(I)(B)13-2/2021

Dated Shimla-5, the

OFFICE ORDER

In pursuance to the recommendations for appointment to the post of Junior Engineer on contract basis in order of merit, by the Himachal Pradesh Staff Selection Commission, Hamirpur, the following selected candidates are hereby offered appointments as Junior Engineer purely on contract basis on a fixed amount equal to 60% (sixty percent) of the first cell of the pay matrix level -11 on Rs. 23100/- on following terms and conditions. The appointees are directed to report for duty on or before 07.03.2022 positively at the respective place of their posting as shown against their name(s) subject to the acceptance and fulfilment of the terms and conditions added to these orders : -

Sr. No.	Name and address of the candidates	Place of posting
1	Sh. Rahul Thakur, S/o Sh. Mohinder Singh, Vill. Matokher, Sub Tehsil-Baldwara, Distt. Mandi, H.P.-175033	Sub Divisional Soil Conservation Officer, Ghumarwin, Distt. Bilaspur, H.P.
2	Sh. Ayush Koundal, S/o Sh. Sawroop Singh, Vill. Malahru, P.O. Lanj, Tehsil & Distt. Kangra, H.P.-176026	Sub Divisional Soil Conservation Officer, Dehra, Distt. Kangra, H.P.

1. His contract appointment will be for one year only.
2. After joining he will be paid consolidated contractual amount of Rs.23100/- (equal to 60% of pay matrices level -11 Cell-1).
3. His services will be temporary and can be terminated at any time if his work/conduct is not found satisfactory.
4. In any case his services will not be regularized except provision of contract policy.
5. He will be entitled for one day casual leave after completion of one month and he will not be entitled for any other kind of leave.
6. He will not be entitled for medical reimbursement and LTC., but he will be entitled for perternity leave as provided under the rules.
7. His contract will be terminated if he remains absent from the duty without the permission of his controlling officer and also he will not be paid contractual pay for such period of absence.
8. During the period of his contractual appointment he will not be considered for transfer from one office to another office. Provided he has completed 3 years stay at his place of posting on administrative ground.
9. The appointment of candidates shall be subject to medical fitness from Govt./registered medical practitioner.
10. He will be paid TA/DA while performing his duties as admissible under rule for a regular employee.
11. After joining he has to submit as declaration on stamp paper of Rs. 5 duly attested by 1st Class Magistrate within 10 days mentioning therein that in case his contract will be terminated after completion of contract period, and he will not file an appeal on this behalf.
12. His conduct/ Character should be satisfactory.
13. His service can be terminated at any time by serving one month notice.
14. He can be transferred in any place of Himachal Pradesh.
15. He shall have to report at the place of his posting as per appointment order for which he will not be given any travelling allowance.
16. He will not be allowed to apply for any post outside the Department for one year after his joining.
17. He has to furnish date of birth certificate.
18. He has to give in writing that he has never been penalized in any other Govt./semi Govt. institution.
19. He has to furnish cast certificate duly attested by 1st Class Magistrate.
20. The appointment is also subject to his verification of character antecedents, which will be got verified later on.
21. He has to produce original certificate of educational qualification at the time of joining.
22. He has to produce Bonafide Himachal Certificate duly attested by the 1st Class Magistrate.
23. He shall furnish a declaration to the effect that the appointee has not/shall not have more than one leaving spouse/shall not marry a person who have living spouse. Also that he will not have more than one wife at any time without permission of competent authority.

24. He has to furnish a agreement on stamp paper Rs.5/- as per contract agreement Annexure-B with the appointing authority and he has to submit the same to his controlling officer where he has offered appointment.
25. The contract of the candidate only be extending on the annual performance of the candidate.
26. The contract will not confer any right for seniority of contract period at any stage.
27. The 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 appointee.
28. Irrespective of these instructions/orders issued by the State Govt. from time to time shall be applicable.
29. In case, the above mentioned conditions are acceptable to him, he should report for duty in the respective place of their posting shown against their name(s) on or before 07.03.2022 positively alongwith requisite certificates. In case, he fails to join the post, his appointment will be treated as cancelled.

12 5 FEB 2022

Endst. No. As above

Copy forwarded to the following for information and necessary action.

1. The Additional Director of Agriculture (N/Z) Dharamshala, Distt. Kangra, H.P.
2. The Deputy Director of Agriculture, Bilaspur /Palampur, H.P.
3. The Sub Divisional Soil Conservation Officer, Ghumarwin/Dehra, H.P. They are directed that after the joining of the candidates, he will submit all the attested copies of his certificates alongwith contract agreement as per conditions laid down at Sr. No. 11 & 24 as per contract agreement Form-B enclosed. Also issue a letter to the Chief Medical Officer to conduct his medical examination before accepting his joining on the post. The joining report may be sent to this Directorate. They are directed, before accepting the joining report of the candidates, a contract agreement on judicial paper is required to be executed between the Head of Offices/Controlling Officers and certified by the Executive Megistrate, by the contract appointee as per specimen copy enclosed, Original copy of the contract agreement may be sent to this Directorate within 10 days, positively alongwith joining report/medical fitness certificates and another required certificates/documents etc failing which his appointment orders shall be cancelled for which he will be held responsible.

Further, the character and antecedents of the candidates appointed under his control, may be got verified within three months of the date of his joining and report be sent to this Directorate within 10 days after completion of the scheduled date/time of three months. All the relevant documents of the new appointees on contract basis as maintained above be furnish to this Directorate through proper channel within 10 days positively.

- ✓ 4. The Officer incharge I.T.Cell of this Directorate. He is requested to upload the said order in the website of Agriculture Department today positively.
5. Individual concerned through registered post.
6. The Guard/ Persona files.

Director of Agriculture
Himachal Pradesh.

Dated Shimla-5, the

Director of Agriculture
Himachal Pradesh.

ANNEXURE-B.

FORM OF CONTRACT/AGREEMENT TO BE EXECUTED BETWEEN THE JUNIOR ENGINEER AND THE GOVERNMENT OF H.P. THROUGH DIRECTOR OF AGRICULTURE, H.P.

This agreement is made on this.....day ofin the year.....Between Miss Shri/Smt.....S/o, D/o Shri.

.....R/o.....contract appointee (hereinafter called the FIRST PARTY), AND The Governor, Himachal Pradesh through Director of Agriculture, Himachal Pradesh, (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 a Junior Engineer on contract basis on the following term & conditions : -

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Junior Engineer for a period of 1 year commencing on the 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 extended/renewal of contract period the HOD shall issued 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.23100/- (equal to 60% of pay matrices level -11Cell-1). The contract appointee will be entitled for increase in contractual amount as @ 3% of the minimum of the pay band + Grade pay of the post) for further extended years and no other allied benefit such as senior/selection scale etc. will be given.
3. The service of the FIRST PARTY will be purely on temporarily 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 appointee will be entitled for one day's casual leave after putting one month's, 10 days medical leave and 5 days special leave in a calendar year. A female contract appointee will less then two surviving children may be granted maternity leave for 180 days. 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 Officer. A contract em ployee shall not be entitled for medical reimbursement and LTC etc. No leave of any other kind

except above is admissible to the contract appointee. 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, Contractual 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 prevailing instructions of the Government.
6. The employee appointed on contract basis who has completed three years tenure at one place of posting will be eligible for transfer on need based basis whenever 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 pregnancy beyond sixteen weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for the 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/her official duties at the same rate as applicable to the 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).
10. The candidate engaged on contract basis under these rules shall have right to claim for regularization on contractual servies after putting 2 years service on contract basis or as per instructions of the department of personeel issued time to time to this effect.

IN WITNESS the FIRST PARTY AND SECOND PARTY have here in to set their hands the day, month and year first, above written.

IN THE PRESENCE OF WITNESS:

1

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(Name and Full Address)

2

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.....

(Name and Full Address)

(Signature of the FIRST PARTY)

IN THE PRESENCE OF WITNESSES

1.

.....

.....

(Name and Full Address)

2.

.....

.....

(Name and Full Address)

(Signature of SECOND PARTY)