

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

Dated Shimla-5, the

## **OFFICE ORDER**

In pursuance to the recommendations for appointment to the post of Surveyor on contract basis in order of merit by the Director of Sanik Welfare, Ex-Servicemen Employment Cell. Hamirpur, the following selected candidates are hereby offered appointments as Surveyor purely on contract basis on a fixed contractual amount equal to 60% (sixty percent) of the first cell of the pay matrix level-6 i.e. Rs. 25600-81200 on Rs. 15360/- as per HPCS(RP) Rules, 2022 on following terms and conditions. The appointees are directed to report for duty on or before 26.02.2024 positively at the respective place of their posting as shown against their name(s) subject to the acceptance and fulfillment of the terms and conditions added to these orders: -

Sr.No.	candidates	Place of posting
1	Ex-Hav Gulshan Kumar S/o Sh. Bhagwan Dass Vill, Lahar Kotlu, PO- Sudhial, Tehsil Nadaun, Distt. Hamirpur, H.P.	O/o Assistant Soil Survey Officer, Sunder Nagar, Distt. Mandi, H.P.
. 2	Ex. L/NK Rakesh Kumar S/o Late Sh. Brij Lal, Vill. Jangal, PO Jangal Beri, Tehsil Sujanpur, Distt. Hamirpur, H.P.	O/o Assistant Soil Survey Officer, Palampur, Distt. Kangra, H.P.

1. The contract appointment initially will be for a period of one year only.

- 2. The contract appointee will be paid fixed emoluments equal to 60% of first cell of level-6 of the pay matrix (Rs. 25600-81200) i.e. (a) Rs.15360/-per month.
- 3. The services of contract appointee 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. The contract appointee will be entitled for one day casual leave after completion of one month, 10 days medical leave and 5 days special leave in a calendar year and he will not be entitled for any other kind of leave.
- 6. The contract appointee will not be entitled for medical reimbursement and LTC., but he will be entitled for perternity leave as provided under the rules.
- 7. The services of contract appointee shall be liable to termination at any time by a notice in writing given either by the Government servant to the appointing authority or by the appointing authority to the Government servant. the period of such notice shall be one month. Further, the 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 contractual appointment the contract appointee will not be considered for transfer from one office to another office. Provided that he has completed 3 years stay at his current place of posting on administrative ground at any place of H.P.
- 9. The appointment of candidates shall be subject to medical fitness from Chief Medical Officer/ Block Medical Officer.
- 10. The contract appointee will be paid TA/DA while performing his duties as admissible under rule for a regular employee.
- 11. After joining the contract appointee has to submit a declaration on stamp paper of Rs. 5 duly attested by 1<sup>st</sup> 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 in this behalf.
- 12. The conduct/ Character of contract appointee should be satisfactory.
- 13. The service of contract appointee can be terminated at any time by serving one month notice.
- 14. The contract appointee can be transferred in any place of Himachal Pradesh.
- 15. The contract appointee will not be allowed to apply for any post outside the Department for one year after his joining.
- 16. The contract appointee has to furnish date of birth certificate.
- 17. The contract appointee has to furnish cast certificate duly attested by 1<sup>st</sup> Class Magistrate.
- 18. The appointment is also subject to the verification of character antecedents, which will be got verified later on.
- 19. The contract appointee has to produce original certificate of educational qualification at the time of joining.
- 20. The contract appointee has to produce Bonafide Himachal Certificate duly attested by the 1<sup>st</sup> Class Magistrate.
- 21. The contract appointee shall furnish a declaration to the effect that the appointee has not/shall not have more than one leaving spouse/shall not merry a person who have living spouse. Also that he will not have more than one wife at any time without permission of competent authority.
- 22. The contract appointee 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.
- 23. The contract of the candidate only be extending on the annual performance of the candidate.
- 24. The contract will not confer any right for seniority of contract period at any stage.
- 25. 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.
- 26. Irrespective of these instructions/orders issued by the State Govt. from time to time shall be applicable.
- 27. 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 26.02.2024 positively alongwith requisite certificates. In case, he fails to join the post, his appointment will be treated as cancelled.

K. 15/2/2024

(KumadSingh,IAS) Director of Agriculture. Himachal Pradesh. PhoneNo:- 0177-2830620

# 1 5 FEB 2024

#### Endst. No. As above

#### Dated Shimla-5, the

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, Mandi and Palampur, H.P.
- 3. The Assistant Soil Survey Officer, Sunder Nagar/ Palampur, H.P. They are directed that after the joining of the candidates, they will submit all the attested copies of their 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 mentioned 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. Personal files.

1. 15 > 2024

(KumadSingh,IAS) Director of Agriculture. Himachal Pradesh. Phone No:- 0177-2830620

### ANNEXURE-B.

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

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Surveyor on contract basis on the following terms & conditions: -

- 1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Surveyor 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.15360/- (equal to 60% of pay matrics level -6 Cell-1 of Rs.25600-81200 of HPCS(RP) Rules,2022.
- 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 employee 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.

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 circuinstances 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 contractual appointees shall have to give atleast one month prior notice in case he/she resign from the post or shall be liable for payment of one month pay or the proportionate amount thereof for the shortfall in duration of one months.

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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:

(Name and Full Address)

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(Name and Full Address)

(Signature of the FIRST PARTY)

IN THE PRESENCE OF WITNESSES

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(Name and Full Address)

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(Name and Full Address)