

Registered

Department of Social Justice & Empowerment
Directorate for the Empowerment of SCs, OBCs, Minorities &
the Specially Abled, Himachal Pradesh, Shimla-9

No.:1-96/84-Wel-Estt.-

16029-16037

Dated, 01/12/2021

OFFICE ORDER

On the recommendations of the Sub Regional Employment Officer, Ex-Servicemen Employment Cell Himachal Pradesh at Hamirpur vide letter No. DSW Ex Cell OC-103/2015-2029-2031 dated 16.10.2021, letter No. DSW Ex Cell OC-103/2015 & 87/2020 dated Nil and as per the selection of the State Selection committee, the following candidates are hereby offered appointment as **Junior Office Assistant(IT)** on contract basis on fixed contractual emoluments equivalent to minimum of Pay Band of ₹ 5910-20200+Grade Pay ₹ 1950/-(plus amount equal to 150% of Grade Pay) against vacancy reserved for Ex-servicemen, subject to the acceptance and fulfillment of the usual as well as specific terms and conditions which are annexed as **Annexure "A"**.

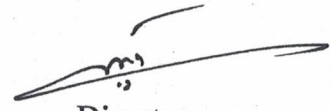
| Sr. No. | Name & Address | Place of Posting in the office of |
|---------|--|--|
| 1. | Sh. Ex. L/NK Rajesh Kumar S/o Sh Lekh Ram VPO Badgaon Tehsil Jhandutta Distt. Bilaspur (HP)-174029 | Directorate for the Empowerment of SCs, OBCs, Min.& the Specially Abled, H.P. Shimla-9 |
| 2. | Ex. NK Sandeep Kumar S/o Sh Krishan Chand Vill Baru PO Mohin Teh & Distt. Hamirpur (HP)-177001 | Tehsil Welfare Officer, Badsar District Hamirpur |
| 3. | Ex, NK (TS) Brij Lal S/o Sh. Ratan Chand, VPO Nerti, Tehsil Shahpur Distt. Kangra, (H.P.) 176208 | Tehsil Welfare Officer, Dharamshala District Kangra |
| 4. | Ex. NK Som Dutt S/o Sh Nand Lal Village Tucklera PO Bari Tehsil & Distt. Hamirpur HP-177001 | Directorate for the Empowerment of SCs, OBCs, Min.& the Specially Abled, H.P. Shimla-9 |

If specific as well as usual terms and conditions are acceptable to the candidate, they may report for duty at the place of their posting **within 15 days** from the date of issuance of these orders along with documents required to be produced as per terms of

order and will execute the requisite bond of contract, failing which the offer of the appointment shall automatically stand cancelled and the candidate will have no right to claim it.

The offer of appointment is provisional and subject to the further orders/final outcome of the CWP No. 1866/2021 titled as Prem Singh Draik & Ors. versus Union of India & Others.

These orders are available on the Website www.esomsa.hp.gov.in

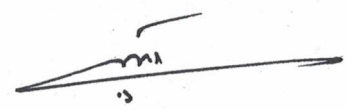


Director
Empowerment of SCs, OBCs, Minorities &
the Specially Aabled, Himachal Pradesh

Endst No. As above-16029-16037

Copy to the following for information and necessary action:- Dated:- 01/12/2021

1. The Sub Regional Employment Officer, Ex-Servicemen Employment Cell Himachal Pradesh at Hamirpur vide abovementioned letters & Dates.
2. The Assistant Controller(F&A) Directorate for the Empowerment of SCs, OBCs, Minorities & the Specially Aabled, Himachal Pradesh, Shimla-9
3. The District Welfare Officer, Hamirpur & Kangra Himachal Pradesh concerned with the remarks that duly attested copies of the certificate be kept in the personal file for office record after due verification from original certificates. Photocopy of agreement duly attested be also sent to this directorate along with joining of the candidate.
4. The Employment Officer/ Incharge Sub Employment Exchange Ghumarwin/Hamirpur /Dharamshala.
5. The Candidate concerned on above given address through registered post.
6. I.T. Programmer, Directorate of ESOMSA for uploading these orders on the departmental website..
7. Guard file



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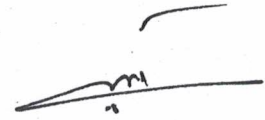
TERMS & CONDITIONS

1. The contractual appointee will be paid fixed contractual amount @ ₹ 7860/- p.m. (which shall be equal to minimum of the pay band + grade pay) +plus amount equal to 150% of Grade Pay). The contract appointee will be entitled for increase in contractual amount @ ₹. 236/- (3% of minimum of the pay band + grade pay of the post) for further extended years and no other allied benefits such as Senior/Selection Scales etc. will be given.
2. The service of the Contract Appointee 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 satisfactory. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, with in a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.”
3. Contract Appointee will be entitled for one day casual leave after putting one month service. However, the contract employee will be entitled for 10 days medical leave and 5 days special leave. The contract female employee will also be entitled for 180 days maternity leave. The contract appointee shall not be entitled for Medical Reimbursement and LTC etc.. No leave of any other kind is admissible to the contract appointee. Provided that the un-availed casual leave and medical leave can be accumulated up to the calendar year and will not be carried forward for the next calendar year.
4. Unauthorized absence from the duty without the approval of 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.

5. An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis where ever required on administrative grounds.
6. "Candidate offered appointment will have to submit a certificate of his/her fitness issued by Government Medical Officer. In case of women candidates who are to be appointed against posts carrying hazardous nature of duties, and in case they have to complete a period of training as a condition of service, such woman candidate, who as a result of tests is found to be pregnant of twelve weeks' standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such woman candidate be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of medical fitness certificate from the authority as specified above, she may be appointed to the post kept reserved for her."
7. Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as are applicable to regular counterpart officials at the minimum of the pay scale.
8. Provisions of service rules like FRSR, 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. They will be entitled for emoluments etc. as detailed in this column.
9. Selected candidate shall have to produce the following documents at the time of his/her joining:-
 - a. Attested copies of educational qualifications certificate.
 - b. Character Certificate.
 - c. Bonafide Himachali Certificate.
 - d. Certificate to this effect that he belongs to SC/ST/OBC, category, if any.

10. Selected candidate should have to enter in to an agreement on non-judicial stamp paper of Rs. 10/- with the Department (Performa enclosed as annexure- B).
11. Selected candidate shall have to furnish a declaration to the effect that in case of his/her married status; he/she is having a one living spouse.
12. Selected candidate will have to give an undertaking in writing that he/she was never convicted by any court of Law and if so, he/she will have to furnish details regarding offence committed and punishment thereof. In case of concealing of facts his/her services are liable for termination.
13. The candidate's appointment in service is subject to his/ her character and antecedents being found satisfactory.
14. Selected candidate will have to take an oath of allegiance/faithfulness to the constitution of India.



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ANNEXURE-B

Form of Contract/agreement to be executed between the ----- (Name of the post) and the Government of Himachal Pradesh, through Director of:-

This agreement is made on this-----day of -----in the year----- between. Sh./Smt. --- -----S/O/D/O Sh.-----R/O Village ----- PO. -----Tehsil-----District----- -----HP. Contract appointee (here in after called the (FIRST PARTY),

AND The Governor Himachal Pradesh through (here in after the SECOND PARTY). Whereas the SECOND PARTY has engaged the aforesaid FIRSTPARTY and the FIRST PARTY has agreed to serve as a-----on contract basis on the following terms and conditions.

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a -----
-----for a period of one year commencing on day of----- and ending on the day of -----. It is specifically mentioned and agreed upon by the 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. -----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. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, with in a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.”
4. Contractual----- (Name of the post) will be entitled for one day casual leave after putting in month service. However, the contract employee will be entitled for 10 days medical leave and 5 days special leave. The contract female employee will also be entitled for 180 days maternity leave. He / She shall not be entitled for Medical

Reimbursement and LTC etc.. No leave of any other kind is admissible to the contractual----- (name of the post). Provided that the unavailed casual leave and medical leave can be accumulated up to the calendar year and will not be carried forward for the next calendar year.

5. Unauthorized absence from the duty without the approval of Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for unauthorized 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 contractual _____ (Name of the post) 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 have completed three years tenure at one place of posting will be eligible for transfer on need based basis where ever required on administrative grounds.
7. "Selected candidate will have to submit a certificate of his/her fitness issued by Government Medical Officer. In case of women candidates who are to be appointed against posts carrying hazardous nature of duties, and in case they have to complete a period of training as a condition of service, such woman candidate, who as a result of tests is found to be pregnant of twelve weeks' standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such woman candidate be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of medical fitness certificate from the authority as specified above, she may be appointed to the post kept reserved for her."
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 counterpart official at the minimum of the pay scale.
9. The employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual appointees(s). -Continued-

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.-----

(SIGNATURE OF FIRST PARTY)

(Name and full address)

2. -----

(Name and full address) IN THE PRESENCE OF WITNESS

1. -----

(Name and full address)

(Signature of SECOND PARTY)

IN THE PRESENCE OF WITNESS.

2-----

(Name and full address)