

Department of Social Justice & Empowerment Himachal Pradesh.  
Directorate for Empowerment of SCs, OBCs, Minority and the Special Aabled,  
Himachal Pradesh, Shimla-171009

No. 1-4/73-Wel-Estt-V 8269 7072 .

**Office Order**

Dated: Shimla-9, the

21 MAY 2020

On the recommendation of the Secretary, H.P. Staff Selection Commission, Hamirpur conveyed vide letter No.:HP-SSC(2)56/18-1429 dated 21.03.2020, ~~Sh Tapender Singh Tomar S/o~~ **Sh Bhim Singh Tomar, Village Matiyana P.O. & Tehsil Shillai, District Sirmaur, H.P.173027** is hereby offered appointment as **Accountant-cum-Clerk** (Non- Gazetted) purely on contract basis in the minimum pay band of ₹5910-20200+1900 G.P. and is posted in the residential **Institute for mentally challenged Children, Sundernagar Distt. Mandi H.P.** The appointee is directed to report in the Office of District Welfare Officer, Mandi within the prescribed time period subject to the acceptance and fulfillment of the following specific terms and conditions:-

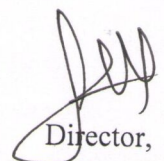
**Terms and conditions**

- (i) The contractual appointee will be paid consolidated fixed contractual amount which shall be equal to minimum of the pay band+ grade pay+ amount equal to 150% of Grade Pay or increase by Govt. time to time). The contract appointee will be entitled for increase in contractual amount @ ₹ 234/- (3% of the minimum of 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.
- (ii) Since the Appointment is being given purely on contract basis, the appointee will have to execute a bond on the judicial paper with the concerned District Welfare Officer, on behalf of Director, Empowerment of SCs, OBCs, Minorities & the Specially Aabled, H.P where he is posted that he has carefully gone through the conditions of the contract appointment and the conditions imposed are acceptable to him. The joining report will be accepted only after the execution of the requisite bond between the District Welfare Officer and the appointee.
- (iii) It will be the personal responsibility of the District Welfare Officer to inform this Directorate about the joining of the concerned Candidate in the post of Accountant-cum-Clerk.
- (iv) That the educational and professional qualifications possessed by the candidate will be the same as prescribed by the Department for the post of Accountant-cum-Clerk. The District Welfare Officer will also ensure that the educational & professional qualification possessed by the candidate is from a recognized University and Himachali Bonafide etc. and in case of non fulfillment of requisite qualification the matter will be brought to the notice of Directorate where upon the services shall be terminated without assigning any further reasons.
- (v) The contract will be renewed on year to year basis by the District Welfare Officer on behalf of the Director, Empowerment of SCs, OBCs, Minorities & the Specially Aabled subject to good performance and good conduct.
- (vi) The service of the Contract Appointee 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 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.”
- (vii) The contractual appointee will be entitled for one day casual leave after putting one month service. 10 days Medical Leave and 05 days special leave are also admissible which can be accumulated to one calendar year. He shall not be entitled for Medical Reimbursement and LTC etc. Paternity Leave will be admissible as per rules.
- (viii) Unauthorized absence from the duty without the approval of the controlling authority shall automatically lead to the termination of the contract. Contractual appointee will not entitled for contractual amount for the period of absence from duty.
- (ix) Selected candidate will have to submit a certificate of his fitness issued by Government Medical Officer.
- (x) Contract appointee will be entitled TA/DA if required to go on tour in connection with his official duties at the same rate as applicable to regular officials at the minimum of pay scale.
- (xi) Provision of service rules like FR, SR, Leave Rules, GPF Rules & Pension Rules etc. as applicable in case of regular employee will not be applicable to contract appointee.
- (xii) He will have to give an undertaking in writing that he was never convicted by any court of Law and if so, he will have to furnish details regarding offence committed and punishment there of. In case of concealing of facts his services are liable for termination.
- (xiii) He will have to give a declaration to the effect that he has only living spouse, if married.
- (xiv) He will have to take an oath of allegiance/faithfulness to the constitution of India or making solemn affirmation.

If these specific as well as usual terms and conditions are acceptable to the candidate, he may report for duty at the place of his posting **within 15 days** from the date of issuance of these orders along with documents required to be produced as per terms of the this order failing which the offer of the appointment shall automatically stand cancelled and the candidate will have no right to claim it.

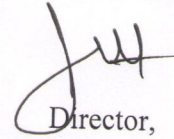
These order are available on Departmental website i.e. [www.esomsa.hp.gov.in](http://www.esomsa.hp.gov.in).

  
Director,  
Empowerment of SCs, OBCs, Minority and  
the Special Abled, Himachal Pradesh, Shimla-9

Endst. No: Even. 8269 to 72 Dated: Shimla - 9 the 21-05-2020

Copy is forwarded to the following for information and necessary action:-

1. The Secretary, HP Staff Selection Commission, w.r.t. his letter No. HP-SSC(2)56/18-1429 dated 21.03.2020 for information.
2. The District Welfare Officer, Mandi with the direction to execute the contract on the prescribed Form of contract Agreement. He is directed to check /verify the original certificates, testimonial etc. before the candidate is allowed to join the post and send his joining report along with copies of the all the required documents and copy of said contract agreement to this Directorate. The District Welfare Officer, Mandi also may send budget requirement under **Head 2235-02-101-06-Soon-Non Plan-Dovetailing of existing Multifarious Intervention and Additional Support for Disabled-20-Other Charges** in future.
3. Sh Tapender Singh Tomar S/o Sh Bhim Singh Tomar, Village Matiyana P.O. & Tehsil Shillai, District Sirmaur, H.P.173027
4. I.T. Programmer, Directorate of ESOMSA for uploading these orders on the departmental website.



Director,  
Empowerment of SCs, OBCs, Minority and  
the Special Abled, Himachal Pradesh, Shimla-9

Form of Contract/agreement to be executed between the Accountant-cum-clerk Class-III, (Non-Gazetted) and the Government of Himachal Pradesh, through the Director, Empowerment of SCs, OBCs, Minorities & the specially Abled, of H.P :-

This agreement is made on this-----day of -----  
in the year-----between. Sh./Smt. -----S/O/D/O Sh.-----  
-----R/O -----

---- Contract appointee (here in after called the( FIRST PARTY), AND The Governor of Himachal Pradesh through the Director, Empowerment SCs, OBCs, Minorities & the specially Abled, of H.P (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 **Accountant-cum-clerk**, Class-III, (Non-Gazetted) 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 **Accountant-cum-clerk**, Class-III, (Non-Gazetted) 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 services 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 ₹ 7810+( increase by H.P. Govt. time to time) per month.
3. "The service of the 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."
4. "Contract appointee will be entitled for one day's casual leave after putting one month's service, 10 days' medical leave and 5 day's special leave , in a calendar year. A female contract appointee with less than 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 Government Medical Officer. A contract employee shall not be entitled for Medical Re-imburement 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 up to the Calendar Year and will not be carried forward for the next Calendar Year".

5. Unauthorized absence for 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 entitle for contractual amount for the 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 wherever required on administrative grounds.
7. "Selected candidate will has to submit a certificate of his/her fitness issued by a Medical Board in the case of a Gazetted Govt. servant and by Government Medical Officer in the case of a Non-Gazetted Government servant. 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 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).

IN WITNEES 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)

2. \_\_\_\_\_  
\_\_\_\_\_

(Name and full address)