S <u>Registered/A.D.</u>

No.1-136/72-Fin(LA)-Vol-14 Government of Himachal Pradesh, H.P. State Audit Department.

Dated: Shimla-171009, the,

2023

1 1 AUG 2023

OFFICE ORDER

On the recommendations of the Special Departmental Selection Committee, the following candidate is hereby offered appointment as Junior Auditor reserved for the Persons with Disabilities having Locomotor, on contract basis, on the fixed contractual emoluments @ ₹ 23100/- P.M. i.e. 60% of the first cell of the level-11, in the Himachal Pradesh State Audit Department:-

| Sr. No. | Name & address of the candidate | Place of Reporting/ Joining |
|------------|--|--------------------------------------|
| 1. | Sh. Ashwani Kumar S/o Sh. Jasbir Singh, | Headquarter Office, Himachal Pradesh |
| | V.P.O. Satothar, Tehsil Amb, District Una, | State Audit Department, Kasumpti, |
| | (H.P.)-174302. | Shimla-9. |

(A) Terms and Conditions of the appointment are as under:-

- The contract appointee shall be paid consoladited fixed contractual amount @ ₹ 23100/-P.M. {which shall be 60% of the first cell of the applicable level of pay matrix of the corresponding cadre, as per H.P. Civil Services (Revised Pay) Rules, 2022} and no other allied benefits such as senior/selection scales etc. will be given.
- 2. The service of 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/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, within a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.
- 3. The contract appointee shall be entitled for one day's casual leave after putting one month's service, 10 days' medical leave and 5 days' special leave, in a calander 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-imbursement 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.

4. 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.

- 5. 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.
- 6. Selected candidate will have to submit a certificate of his/her fitness issued by a Medical Board in the case of a Gazetted Government servant and by Government Medical Officer in 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' standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance till the confinement is over. Such women 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 applicable to regular counter part officials at the minimum of pay scale.
- 8. Provisions of 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 appointees. The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to contract appointee(s).

- 9. The contract appointee will have to take an oath of allegiance/faithfulness to the constitution of India.
- 10. The contract appointee shall sign an agreement as per 'Annexure-A' appended to these orders before his joining.
- (B) The appointment shall be subject to the submission of the original and attested copies of the following certificates by the candidate:-
 - 1. Educational qualification certificate.
 - 2. Character certificate from a Gazetted Officer.
 - 3. Bonafide Himachali Certificate.
 - 4. Certificate to this effect that he/she belongs to Scheduled Caste/Scheduled Tribe/ Other Backward Classes/other categories of persons/sub-category.
 - 5. A Certificate of medical fitness from a Government/Registered Medical Practitioner.
 - 6. A declaration that candidate shall have not more than one living husband/wife.
- (C) In case, the information and declarations furnished by the candidate are found to be incorrect, then his/her appointment would be liable to be terminated without any payment.

If this offer of appointment is acceptable to the candidate on the aforesaid terms and conditions, then he should report for joining duty in the Headquarter Office of Himachal Pradesh State Audit Department, Block No. 38, SDA Complex, Kasumpti, Shimla-171009, within 15 days from the date of issuance of this order, failing which the offer will stand cancelled.

P. o)

(Amarjeet Singh) IAS Director H.P. State Audit Department Shimla-171009 Telephone No. 0177-2621894.

No. 1-136/72-Fin(LA)-Vol-14, dated, Shimla-171009, the, 1 AUG 2023 Copy forwarded for information and necessary action to :-

- 1. The above mentioned candidate through registered post.
- 2. The Director, Empowerment of SC's, OBC's, Minorities and Specially Abled, Himachal Pradesh, Shimla-9.
- 3. The Labour Commissioner-cum-Director, Employment, Himachal Pradesh, Shimla-1.

4. The Chief Medical Officer/Medical Officer of concerned district/area.

5. The Joint Director, Headquarter Office, Shimla-9.

6. The Deputy Director-1 and II, Headquarter Office, Shimla-9.

7. The Assistant Director-cum-DDO, Headquarter Office, Shimla-9.

8. All the Dealing Assistants of the Headquarter office Shimla-9.

9. Personal File of the above mentioned candidate.

10. File No.I-30/67-Fin(LA), File No. I-158/73-Fin(LA) and File No.I-253/74-Fin(LA) for reference and record.

1. Guard file.

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(Amarjeet Singh) IAS Director H.P. State Audit Department Shimla-171009 Telephone No. 0177-2621894.

'Annexure-A'

Form of contract/agreement to be executed between the Junior Auditor and the Government of Himachal Pradesh through Director, H.P. State Audit Department.

This agreement is made on this _____day of _____in the year _____ between Sh./Smt. ______ R/o ______ Contract appointee (hereinafter called the FIRST PARTY), and The Governor of Himachal Pradesh through Director, H.P. State Audit Department (hereinafter 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 Junior Auditor on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Junior Auditor 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 the 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 extention/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 FIRST PARTY will be paid consoladited fixed contractual amount @ ₹ 23100/- P.M. {which shall be 60% of the first cell of the applicable level of pay matrix of the corresponding cadre, as per H.P. Civil Services (Revised Pay) Rules, 2022} and no other allied benefits such as senior/selection scales etc. will be given.
- 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, within a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.
- 4. The contractual Junior Auditor will be entitled for one day's casual leave after putting one month's service, 10 days' medical leave and 5 days' special leave, in a calander 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-imbursement 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 issued by a Medical Board in the case of a Gazetted Government servant and by Government Medical Officer in 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' standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance till the confinement is over. Such women 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 will 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 officials at the minimum of pay scale.
- 9. Provisions of 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 appointees. The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to contract appointee(s).

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._____

2.

(Name and Full Address)

(Signature of the FIRST PARTY)

(Name and Full Address)

(Signature of the SECOND PARTY)