

No. 1-18/2016-EXN-H-Estt.  
State Taxes & Excise Department  
Himachal Pradesh, Shimla-9  
Dated: Shimla  
OFFICE ORDER

2022

On the recommendation of the committee constituted to consider cases of compassionate appointment held on dt. 30.12.2020 & 20.04.2021, on qualifying the typing test by the candidates and further on approval of the Government vide letter No. EXN-A(4)-1/2019 dt. 15.07.2022 for appointment on compassionate grounds the following candidates are hereby offered appointment provisionally as Junior Office Assistant (IT) on contract basis in 60% of the first cell of level 4 as per notification No. Fin-(PR)(7)-1/2021 dt. 3rd January 2022 (HPCS Revised Pay Rules 2009 in the pay scale of 5910-20200 + Grade Pay ₹ 1950/-) against vacancy, **subject to the final outcome of CWP No. 2308 of 2020 Titled as Ravi Kumar & Others vs State and subject to further orders of Hon'ble High Court in CWP 1866 of 2021 –titled as Prem Singh Draik & Ors. Versus Union of India & Others** and subject to acceptance and fulfillment of the usual as well as specific terms and conditions given at Annexure 'A':-

Sr. No	NAME OF CANDIDATE/FATHER NAME/ ADDRESS	PLACE OF POSTING
1.	Sh. Ankush Thakur, S/o Lt. Sh. Gian Singh, Vill. Kakar, PO Mamligh, Distt. Solan, HP	O/o Deputy Commissioner of State Taxes and Excise, Solan
2.	Sh. Ajeet Singh Kanwar, S/o Lt. Sh. Amar Singh, Vill. Bagari, PO Chhaila, Tehsil Theog, Distt. Shimla	O/o Deputy Commissioner of State Taxes and Excise, Shimla
3.	Sh. Jasvinder Singh, S/o Lt. Sh. Kashmir Singh, VPO REE, Tehsil Sujampur, Distt. Hamirpur, HP	O/o Deputy Commissioner of State Taxes and Excise, Hamirpur
4.	Sh. Rajat Chauhan, S/o Lt. Sh. Mohar Singh, Village Bholala, Tehsil Nerwa Distt. Shimla, HP	O/o Commissioner of State Taxes & Excise (HQ), Shimla-09.

If terms and conditions are acceptable to the candidate, he/she will report for duty in the respective district within 15 days from the date of issue of these orders along with documents required to be produced as per terms of this order, and in case the candidate is not interested, then send the same in writing to this office within 15 days from the date of issue of these orders, failing which the offer of appointment shall automatically stand cancelled and the candidate will have no right to claim it.

(Yunus) IAS  
Commissioner of State Taxes & Excise,  
Himachal Pradesh, 171009. Ph. 2621835

Endst No.1-18/2016-EXN-H-Estt.

Dated, Shimla, the

18 - 08 - 2022

Copy to the following for information and necessary action:-

**TERMS & CONDITIONS**

1. That this offer of appointment to the post of Jr. Office Assistant(IT) is provisional and **subject to the final outcome of CWP No. 2308 of 2020 Titled as Ravi Kumar & Others vs State and subject to further orders of Hon'ble High Court in CWP 1866 of 2021 –titled as Prem Singh Draik & Ors. Versus Union of India & Others.**
2. The Contractual appointee will be entitled for pay 60% of the first cell of level 4 as per notification No. Fin-(PR)(7)-1/2021 dt. 3rd January 2022 (HPCS Revised Pay Rules 2009 in the pay scale of 5910-20200 + Grade Pay ₹ 1950/-).
3. The services 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.
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 and 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.
6. The contractual appointee shall submit a medical certificate regarding his/her health issued by Government Medical Officer and only after that his joining will be accepted.
7. The contractual appointee shall submit an undertaking on non-judicial paper to refund any loan together with interest taken by the deceased from the Government or any other pending liability to the Government.
8. That the contractual appointee shall submit an undertaking that he/she will maintain properly other family members(dependents of the deceased) and if it is proved subsequently(at any time)that the family members are being neglected or are not being maintained properly ,his/her appointment may be terminated forthwith .
9. The official will be placed at the bottom of all the candidates recruited/appointed through direct recruitment, promotion etc. in the year, irrespective of the date of joining of the candidate on compassionate ground.
10. If the selected candidate belongs to SC/ST or OBC than he/she will submit/produce a certificate to this effect from the competent authority.
11. Appointee of SC/ST/OBC /Gen etc., shall be adjusted against the respective categories in the recruitment roster.
12. On joining the appointee must immediately get her/himself enrolled with National Institute of Electronics & Information Technology(**NIELIT**) for acquiring "O" or "A" level Diploma. The maximum period for acquiring one year Diploma in IT from NIELIT will be two years. During the period of such training subject to a maximum of one year, the fee for such training will be reimbursed by the Govt. subject to successful completion f such course by the appointee.

13. If the appointee is not successful in getting the diploma in one year, he/she may continue the training related to diploma in IT but the same will be at his/her own cost and the State Government will not reimburse anything for this extended period of training.
14. If the appointee so enrolled with NIELIT does not acquire the necessary minimum qualification as described above within the maximum time limit of two years, he/she shall be offered compassionate employment to Class-IV post on daily wage basis in the Department.
15. The selected candidate has to take oath of Indian Constitution for fairness, honesty and integrity that he takes oath of Indian constitution for fairness, honesty & loyalty to his duty.
16. Compassionate employment will have prospective effect and thus no retrospective benefit under any circumstances be given in this regard.
17. The selected candidate has to produce a declaration to the effect that in case of his/her married status, he/she is having a one living spouse.
18. That the appointment of the official shall be on the basis of the character verified and his suitability for the Govt. service rendered by the Police Department.
19. That the official shall submit a certificate of his/her character from two Gazetted Officers.
20. That No travelling allowances will be given to the official for joining/appearing on duty.
21. That the official shall submit self attested photocopies of the requisite educational certificates i.e. 10<sup>th</sup>, +2 and higher education certificates and present certificates in original at the time of his/her joining.
22. Selected candidate should have to enter in to an agreement on non-judicial stamp paper of Rs. 5/- with the Department(Performa enclosed as annexure-B)



**(Yunus) IAS**  
**Commissioner of State Taxes & Excise,**  
**Himachal Pradesh,171009. Ph. 2621835**

Form of contract/ agreement to be executed between Sh. \_\_\_\_\_ Jr. Office Assistant(IT) and the Government of Himachal Pradesh Excise and Taxation Commissioner, Himachal Pradesh.

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between

Excise & Taxation Department Shri/Smt. \_\_\_\_\_ S/o Shri \_\_\_\_\_

R/o Vill. \_\_\_\_\_ P.O \_\_\_\_\_ Teh. \_\_\_\_\_ Distt. \_\_\_\_\_ Himachal Pradesh

Contract appointee (hereinafter called the FIRST PARTY), AND The Governor of Himachal Pradesh through Excise and Taxation Commissioner, 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 Jr. Office Assistant(IT) on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Jr. Office Assistant(IT) for a period of one year commencing on day of \_\_\_\_\_ and ending on \_\_\_\_\_

It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with SECOND PARTY notice 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 on year to year basis, the HO \_\_\_\_\_ 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 good or if a regular incumbent is appointed/ posted against the vacancy for which the first party was engaged on contract.
4. The contract appointee 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 calendar year. A female contract appointee may be granted maternity leave for 180 days (vide letter No.Fin © A (3)-1/2008 dated 22-01-2018 & No. Fin(C)A(3)-1/2008-Loose Dated Shimla-2, the 9<sup>th</sup> April, 2018). 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 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 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. Provided that he shall submit certificate of illness & fitness certificate from AMA. However, the contract appointee shall not be entitled for contractual amount for the period of absence from duty.
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 as circulated vide Govt. letter No. Per (AP-B) B (7)-1/2010 dated 17.09.2015.
7. Selected candidate will have to submit a certificate of his/her fitness from a Government / Registered Medical Practitioner. In case of women candidates pregnant beyond sixteen weeks will render her temporarily unfit till the confinement CD is over. The women candidate should be re-examined for fitness from an authorized Medical Officer Practitioner.
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 counter-part official at the minimum of pay scale.
9. The service of contractual appointees will be regularized after completion of three years (3 years) provided that they have been engaged as such after observing all codal formalities to the terms and conditions as circulated by the Govt. vide letter No. PER (A)-C-B (2)-1/2015 dated 04.05.2017.
10. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to contractual 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 .....  
.....  
.....  
(Name and Full Address)

(Signature of the FIRST PARTY)

2 .....  
.....  
.....  
(Name and Full Address)

IN THE PRESENCE OF WITNESS.  
.....  
.....  
(Name and Full Address)

(Signature of the SECOND PARTY)

.....  
.....  
(Name and Full Address)