

 <b>HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED</b> (A State Govt. undertaking)		 भारत 2023 INDIA वसुधैव कुटुम्बकम् ONE EARTH - ONE FAMILY - ONE FUTURE	
Registered office : Vidyut Bhawan, HPSEBL, Shimla-171004(H.P)	Corporate Identity Number : U40109HP2009SGC031255		
GST No. : HPSEBL 02 AACCH4894EH2B	Website address : <a href="http://www.hpseb.in">www.hpseb.in</a>		
Telephone Number : 0177-2803500,2801675(Office), 2813563(Fax)	Email : <a href="mailto:mdl@hpseb.in">mdl@hpseb.in</a> & <a href="mailto:dir@hpseb.in">dir@hpseb.in</a>		

### MEMORANDUM

On the recommendation of the Secretary, HPSSC, Hamirpur vide its letter No. HPSSC-C(2)-36/2021(R-II)-22802 dated 17.12.2022, vide which 03 candidate Gen(UR) were recommended for the post of **Law Officer Gr.II (Class-III) (on contract) (Post Code-964)** against HPSEBL requirement No. HPSEBL(Sectt)/NGE/6-66/2021-61618 dated 23.12.2021, was furnished accordingly, the following candidates are hereby appointed as **Law Officer Gr.II (Class-III)** purely on contract basis, on a fixed amount equal to 60% (sixty percent) of the first cell of the applicable level of the pay Matrix Level-12 of the corresponding cadre of employees appointed/ working on a regular basis, in the relevant Pay Matrix of its employees notified vide office order No. 1 dated 12.04.2022. The appointees are directed to report for their duty in the respective offices of posting as shown against their name(s) within the prescribed time subject to the acceptance and fulfillment of the following specific terms and conditions:-

Sr. No.	Name of the candidate	Date of Birth	Category	Sub-Category	Posting Station
1	Aditya Thakur S/o Suresh Thakur VPO Ner Chowk Tehsil Balh Distt. Mandi HP -175008	14.07.1989	Gen	UR	Chief Engineer (OP) Central Zone, HPSEBL, Mandi
2	Ashutosh Chauhan S/o Sh.Chuni Lal Vill Chandani Tehsil Joginderngar Distt. Mandi (HP)	15.09.1990	Gen	UR	Chief Engineer (OP) North, HPSEBL, Dharamshala.
3	Bharat S/o Sh.Anil Kumar Village Shivpuri Tehsil Dehra Distt. Kangra HP-177110	05.01.1992	Gen	UR	Chief Engineer (OP) South, HPSEBL, Shimla.


#### TERMS AND CONDITIONS:-

- The appointment initially shall be purely on contractual basis for a period of One Year from the date of joining the post, which contract could be extended further depending upon requirement of the services of such appointee and recommendation by Head of Office about his/her performance, on the basis of work and conduct certificate of the appointee. However, his/her services may be terminated even prior to the completion of contract period by issuing of one month notice or payment of one month wages in

which principle of first come last go shall be followed. His/ Her services may also be terminated during the contract period of his/her conduct and performance is not found satisfactory for which with opportunity of being heard shall be given.

2. The appointment shall further be subject to terms & conditions of attached form of Contract/agreement bond (**Annexure-D**) annexed herein which is to be executed between the candidate and the HPSEB Ltd. (Appointing Authority) on stamp paper value of Rs. 5/- only duly attested.
3. He/ She should give a declaration that he/she has got only one living wife/husband or is a bachelor.
4. He/ She should produce a certificate of character from the Magistrate 1<sup>st</sup> Class or a Gazetted officer known to him/her for the last three years before he/she joins the post.
5. He/ She will furnish a declaration in writing that he/she has not been prescribed from the Govt. service and has not been dismissed from any institute under the Govt.
6. He/ She will have to take an oath and undertaking in writing that he/she will not leak out any office information.
7. His/ her appointment will be subject to the production of Medical Certificate of fitness from the Medical Officer of the Government Hospital.
8. He / She is required to produce all original certificates viz. qualification certificates, Degree of Bachelor of Laws of a recognized University, Two years experience of working on the Civil side in the Courts, Himachali Bonafide certificate, SC/ST/OBC etc. in support of his/her qualification, age and belonging to any reserved class at the time of joining the post.
9. He / She will have to serve anywhere in the HPSEB Ltd. has its Office(s).
10. **He/She will be required to take an oath/affirm on the following form:-**  
I \_\_\_\_\_ do swear/ solemnly affirm that I will be faithful and bear true allegiance to the Constitution of India as by law established and that I shall carry out my office duties with loyalty, honesty and with impartiality.
11. In case he/ she is willing to accept this offer of appointment on contract basis on the terms and conditions indicated above, he / she should report for execution of Agreement as well as for duty at the station of his /her posting immediately, but not later than **30 (thirty) days from** the date of issue of this offer failing which in default where of the offer shall be automatically stand cancelled / withdrawn and the candidate will have no right to claim it and next candidate of waiting panel shall be appointed.
12. The Law Officers Gr.II (Class-III) have been appointed on purely contract basis subject to the condition "This offer of appointment on contract basis is purely temporarily & conditionally i.e. subject to final decision of the Govt. of HP in view of instructions dated 12.12.2022. If any adverse decision is passed in this regard at any stage your services shall be terminated without any notice and you shall have no reason to claim as a matter of right."

Registered  
The above named  
Candidate/incumbent.


  
(Manoj Kumar)  
Executive Director (Pers.),  
HPSEB, Vidyut Bhawan,  
Shimla-171004.

No. HPSEBL (Section) NGE/6-66/2023- 16568-78

Dated:- 28-05-2023

Copy forwarded for information and necessary action to:-

1. The Secretary (Power) to the Govt. of Himachal Pradesh, Shimla-2.
2. The Chief Engineer(OP) Central Zone, HPSEBL, Mandi.
3. The Chief Engineer(OP) North, HPSEBL, Dharamshala.
4. The Chief Engineer(OP) South, HPSEBL, Shimla-4
5. The Chief Accounts Officer, (F&A) Wing, HPSEBL, Shimla-4.
6. The DDO concerned the date of joining of the candidate may be intimated to this office for record. All the certificates may be checked properly before the candidate is allowed to join the post. Attested copies of the certificate may also be obtained from the candidate and retained his personal record. The specimen Performa of Contract/Agreement is enclosed herewith.
7. The Special Private Secretary/ Private Secretary to the ED(Pers) HPSEBL, Vidyut Bhawan Shimla-4.
8. Supdt. IV of NGE Section/Office Order/Guard file.

  
(Manoj Kumar)  
Executive Director (Pers.)  
HPSEBL, Vidyut Bhawan,  
Shimla-71004.

**Annexure-“B”**

**Form of contract/agreement to be executed between the Law Officer Grade-II(Class-III) and the Himachal Pradesh State Electricity Board Ltd. through ..... (Designation of the Appointing Authority).**

This agreement is made on this.....day of .....in the Year.....

.....Between Sh/Smt./Km..... S/o/D/o.Shri.....

..... S/O.....

..... Contract appointee (hereinafter called the FIRST PARTY),  
AND The Himachal Pradesh State Electricity Board Ltd. through .....  
(Designation of the Appointing Authority)HPSEBL (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 ..... (Name of the post) on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a **Law Officer Gr-II(Class-III)** 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 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 .....P.M
3. “The service of the contract appointee will be purely on temporary basis. The appointment is liable to be terminated in case of 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 **Law Officer Grade-II(Class-III)** will be entitled for one day's casual leave after putting one month service. However, the contract

appointee will also be entitled for 180 days Maternity Leave, 10 days Medical Leave and 5 days special leave. A Female contract appointee shall also be entitled for maternity leave not exceeding 45 days (irrespective of the number surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. He/She shall not be entitled for Medical Reimbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Provide 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 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 Contract appointee shall not be entitled 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 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 the case of a Non-Gazetted Government servant. In case of women candidates who are to be appointed against post 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 counter-part Officers/Officials at the minimum of the pay scale.

- 9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to the 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 WITNESSES:**

- 1. ....  
 .....  
 .....

(Name and Full Address)

(Signature of the FIRST PARTY)

- 2. ....  
 .....  
 .....

(Name and Full Address)

**IN THE PRESENCE OF WITNESSES:**

- 1. ....  
 .....  
 .....

(Name and Full Address)

(Signature of the SECOND PARTY)

- 2. ....  
 .....  
 .....

(Name and Full Address)

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