



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED

(A State Govt. undertaking)

Registered office Vidyut Bhawan, HPSEBL, Shimla-171004(H.P.)
Corporate Identity Number U40109HP2009SGC031255
GST No. HPSEBL 02 AACCH4894EHZB
Telephone Number 0177-2803600,2801675(Office), 2813563(Fax)
Website address www.hpseb.in
Email md@hpseb.in & dif@hpseb.in



"NOTIFICATION"

In exercise of the powers conferred under Article-71(i)(xi) of the Articles of Association of HPSEB Ltd. read with other enabling provisions contained in Memorandum of Association and the Electricity Act-2003, the Himachal Pradesh State Electricity Board Limited is pleased to repeal the existing Recruitment & Promotion Regulations for the posts of **Law Officer Grade-II (Class-III)(Non-Gazetted)** notified vide this office notification No. HPSEB/(SECTT)/106-19/R&E/92-88059-259 dated .04.07.1992 as amended from time to time and reframe the same as per Annexure-A&B.

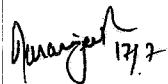
This notification will be applicable with immediate effect.


(Manoj Kumar)
Executive Director (Personnel)
HPSEBL, Vidyut Bhawan,
Shimla-4.

No.HPSEBL(SECTT)/R&E/106-19/2021-410/10 - 290 Dated:- 8 - 7 - 21

Copy forwarded for information and necessary action to:-

1. The Managing Director, H.P. Power Corpn. Ltd. Panjri, Tutikandi Shimla.
2. The Managing Director, BVPCL, Jogindernagar, Distt. Mandi.
3. The Managing Director, HPTCL, Barowalia House, Khalini, Shimla-2,
4. All the Chief Engineers in HPSEB Ltd.
5. The Chief Electrical Inspector, HPSEBL, Kasumpti, Shimla-9.
6. The Chief Accounts Officer/Chief Auditor, HPSEB Ltd., Shimla-4.
7. The Director (Personnel), SJVNL, Himfed Building, Shimla-9.


Ss Asst.

- ✓ 8. The Superintending Engineer (IT), HPSEB Ltd. Shimla-4 for uploading the above notification on HPSEB Ltd. web site.
9. The Resident Audit Officer, HPSEB Ltd., Shimla-4.
 10. The Land Acquisition Officer, HPSEB Ltd., Mandi.
 11. The Dy. Secretary (Law), HPSEB Ltd., Shimla-3.
 12. The Addl. Secretary-cum-PS to Worthy Managing Director, HPSEB Ltd. Shimla-4.
 13. All the Superintending Engineers in HPSEBL.
 14. The Spl. Private Secretary/Sr. P.S./P.S. to Chairman/Managing Director/Directors/ Executive Director (Pers) in Board Sectt. in HPSEB Ltd.
 15. All the Dy. Secty./Under Secty. in Board Sectt. HPSEB Ltd.
 16. The Secretary, Forum for Redressal of Grievances HPSEB Ltd., Consumer Kasumpti, Shimla-9.
 17. All the Sr. Executive Engineers/Resident Engineers in HPSEB Ltd.
 18. The Dy. Director (Personnel/PR)/PO in Board Sectt. HPSEB Ltd.
 19. All Section Officers in Board Sectt. HPSEB Ltd.
 20. Meeting Section.
 21. Guard File.

DA:- Annexure-"A&B".

Executive Director (Personnel),
HPSEB Ltd. Vidyut Bhawan,
Shimla-4. *lul*

ANNEXURE-A

HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED	
(A State Govt. undertaking)	
	
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RECRUITMENT AND PROMOTION REGULATIONS FOR THE POST OF **"Law Officer Grade-II (Class-III) (Non-Gazetted)"**

1.	Name of the post	:	Law Officer Grade-II(Class-III) (Non-Gazetted).
2.	Number of posts	:	3 post.
3.	Classification & Cadre	:	Class -III (State Cadre)
4.	Scale of pay	:	(i) Rs.10900-34800+4300 Grade Pay. (ii)Emoluments for contract Employees (s): Rs.10900+4300/-. As per details given on Col. No.15-A.
5.	Whether selection or non selection post	:	Non- Selection.
6.	Age for direct recruitment.	:	Between 18 to 45 years.

Provided that the upper age limit for direct recruits will not be applicable to the candidates already in service of the Government/ Boards/ Corporations including those who have been appointed on adhoc or on contract basis.

Provided further that if a candidate appointed on adhoc or on contract had become overage on the date when he was appointed as such he shall not be eligible for any relaxation in the prescribed age limit by virtue of his such on adhoc or on Contract basis appointment.

Provided further that upper age limit is relaxable for Scheduled Castes/ Scheduled Tribes/ Other categories of persons to the extent permissible under the general or special order(s) of the Himachal Pradesh Government/ HPSEB Ltd.

Provided further that the employees of all the Public Sector Corporations and Autonomous Bodies, who happened to be Government Servants before absorption in Public Sector Corporations/ Autonomous Bodies at the time of initial constitution of such Corporations/ Autonomous Bodies shall be allowed age concession in direct recruitment as admissible to Government servants. This concession will not, however, be admissible to

such staff of the Public Sector Corporations/ Autonomous Bodies who were/ are subsequently appointed by such Corporations/ Autonomous Bodies and who are/ were finally absorbed in the service of such Corporations/ Autonomous Bodies after initial constitution of the Public Sector Corporation/ Autonomous Bodies.

Note :-(1) Age limit for direct recruitment will be reckoned on the first day of the year in which the post(s) is/are advertised for inviting applications or notified to the Employment Exchanges , as the case may be.

7.	Minimum Educational and other qualifications required for direct recruits.	(a) Essential Qualification(s) (1) A Professional degree in Law (LLB) from a recognized University. (2) At least 2 years experience as an Advocate. Desirable Qualifications(s) Knowledge of customs, manner and dialects of Himachal Pradesh and suitability for appointment in the peculiar conditions prevailing in the Pradesh.
	❖ A Candidate shall be eligible for appointment to above if, he/she passed Matriculation and 10+2, as the case may be from the School/Institution situated with Himachal Pradesh. Provided this condition shall not apply to Bonafide Himachalis.	
8.	Whether age and educational qualifications prescribed for direct recruits will apply in case of the promotees.	Age: } Not applicable. Edu. Qualification } As mentioned in Col.No.7 (1) above.
9.	Period of probation, if any.	(a) Two years subject to such further extension for a period not exceeding one year as may be ordered by appointing authority in special circumstances and reasons to be recorded in writing. (b) No probation in case of appointment on contract basis, tenure basis, re-employment after superannuation and absorption.

10.	Method of recruitment whether by direct recruitment or by promotion, deputation, transfer and the percentage of posts to be filled in by various methods.	(i) 100% by direct recruitment on regular basis or contract basis as the case may be.
11.	In case of recruitment by promotion deputation, transfer grades from which promotion deputation /transfer is to be made.	Not applicable.
12.	If a Departmental Promotion Committee exists, what is its composition?	Class-III DPC as constituted by the HPSEBL from time to time.
13.	Circumstances under which the HPPSC is to be consulted in making recruitment.	As required under the Law.
14.	Essential requirements for direct recruitment.	A candidate for appointment to any service or post must be a citizen of Indian.
15.	Selection for appointment to post by direct recruitment	Selection for appointment on Regular/Contract to the post in the case of direct recruitment shall be made on the basis of interview/ personality test or if the Himachal Pradesh Public Service Commission or other recruiting agency /authority as the case may be so considered necessary or expedient on the basis of interview/ personality test preceded by a screening test (objective type) written test or practical test or physical test, the standard/syllabus, etc. of which , will be determined by the Commission/ other

		recruiting agency/ authority as the case may be.
15-A	Selection for appointment to the post by Contract appointment.	Notwithstanding anything contained in these rules, contract appointment to the post will be made subject to the terms and condition given below:- <u>(1) CONCEPT:</u> (a) Under this policy the Law Officer, Grade-II (Class-III) in HPSEBL will be engaged on contract basis initially for one year, which may be extendable on year to year basis: Provided that for extension/renewal of contract period on year to year basis the concerned HOD shall issue a certificate that the service and conduct of the contract appointee is satisfactory during the year and only then his period of contract is to be renewed /extended. <u>(b)POST FALLS WITHIN THE PURVIEW OF HPPSC / HPSSC::</u> The Executive Director (Personnel) HPSEBL after obtaining the approval of the WTD/BOD to fill up the vacant posts on contract basis will place the requisition with the concerned recruiting agency i.e. Himachal Pradesh Public Service Commission /Himachal Pradesh Staff Selection Commission, Hamirpur. <u>(C) POST FALLS OUT OF THE PURVIEW OF HPPSC/HPSSC:-</u> The Executive Director (Personnel) HPSEBL after obtaining the approval of the WTD/BOD to fill up the vacant posts on contract basis will advertise the details of the vacant posts in atleast two leading newspapers and invite applications from candidates having the

prescribed qualification and fulfilling the other eligibility conditions as prescribed in these rules.

(d) The selection will be made in accordance with the eligibility conditions prescribed in these rules;

(II) CONTRACTUAL EMOLUMENTS:

The Law Officer, Grade-II (Class-III) appointed on contract basis will be paid consolidated fixed contractual amount @ Rs.10900+4300/- PM (which shall be equal to minimum of the pay band + grade pay) An amount of Rs. _____/- (3% of the minimum of pay band + grade pay of the post) as annual increase in contractual emoluments for the subsequent years(s) will be allowed, if contract is extended beyond one year.

(III) APPOINTING/DISCIPLINARY AUTHORITY.

The WTD (Whole Time Director) will be the appointing & disciplinary authority.

(IV) SELECTION PROCESS.

(a) FOR POST(S) FALLING WITHIN THE PURVIEW OF HPPSC/HPSSC:

Selection for appointment to the post in case of contract appointment will be made on the basis of interview /personally test or if concerned necessary or expedient on the basis of interview /personality test preceded by a screening test (objective type)/ written test of practical test or physical test, the standard/syllabus etc. of which will be determined by the concerned recruiting agency i.e. Himachal Pradesh Public Service Commission /Himachal Pradesh Staff Selection Commission,

Hamirpur.

**(b) FOR POSTS(S) FALLING OUT OF THE
PURVIEW OF HPPSC/HPSSC:**

Selection for appointment to the post in case of contract appointment will be made on the basis of interview/personally test or if concerned necessary or expedient on the basis of interview/personality test preceded by a screening test (objective type)/ written test or practical test or physical test, the standard/syllabus etc. of which will be determined by the HPSEBL or other recruiting agency.

**(V) COMMITTEE FOR SELECTION OF
CONTRACTUAL APPOINTMENTS:**

**(a) FOR POST(S) FALLING WITHIN THE
PURVIEW OF HPPSC/HPSSC:-**

As may be constituted by the concerned recruiting agency i.e. Himachal Pradesh Public Service Commission/Himachal Pradesh Staff Selection from time to time.

**((b) FOR POST(S) FALLING OUT SIDE THE
PURVIEW OF HPPSC/HPSSC.**

As may be considered by the concerned recruiting authority from time to time.

(VI) AGREEMENT:

After selection of a candidate, he/she shall sign an agreement as per Annexure-"B" appended to these rules.

(VII) TERMS AND CONDITIONS.

(a) The contractual appointee will be paid fixed contractual amount @ Rs.10900+4300/- P.M.(which shall be equal to minimum of the

minimum of the pay band+ grade pay). The contract appointee will be entitled for increase in contractual amount @ Rs _____/-(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

(b) "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."

(c) The Contract appointee will be entitled for one day 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 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 & 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.

(d) Unauthorized absence from the duties 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.

(e) 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.

(f) " 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." (g) 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 counterpart official at the minimum of pay scale. (h) 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 appointee. The Employees Group Insurance Scheme as well as EPF/GPF will also not be applicable to contract appointee(s).
16.	Reservation.	The appointment to the service shall be subject to the orders regarding reservation in the service for Scheduled Caste/Scheduled Tribes/Other Backward Classes/other categories of persons issued by the HPSEBL from time to time.
17	Departmental Examination:	Not applicable.
18.	Powers to relax.	In the matter of granting relaxation in qualification/experience and length of service as provided in these regulations competent authority shall be HPSEBL.


 (Manoj Kumar),
 Executive Director (Pers.),
 HPSEB Ltd. Vidyut Bhawan,
 Shimla-4.

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 ofin 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 RsP.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 He /She shall is 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 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)