

No.S&GAD/R/A-4(356)/2006

Dated:- 29-07-2006-

To,

- 1) All Ministers of AJ&K Govt.
- 2) Additional Chief Secretary (General).
- 3) Additional Chief Secretary (Development).
- 4) Senior Member Board Of Revenue
- 5) All Secretaries to the Govt.
- 6) All Heads of Attached Department, Autonomous Bodies, Corporations & Special Institution.

Azad Government of
the State of Jammu &
Kashmir.

Subject: Contract Appointment Policy.

I am directed to state that the President, Azad Jammu and Kashmir has been pleased to make & promulgate the following Contract Appointment Policy with immediate effect:-

(i) APPLICATION OF POLICY:- This Policy shall be applied where a post is to be filled in on contract basis in case of ;

- (a) Re-employment;
- (b) Development Projects; and
- (c) Tenure posts for example Member /Public Service Commission ,etc.

(ii) APPOINTMENT OF CONTRACT BASIS.

- (i) Appointment on contract basis is to be made through the appropriate Selection Committee and/or Selection Board as notified by the Government.
- (ii) Under the provisions of Rule 6 of the Azad Jammu & Kashmir Public Service Commission (Functions) Rules, 1978, contract appointments are excluded from the purviews of the PSC. However the departments should preferably adopt the channel of PSC even for contractual appointments against posts, which otherwise fall within the purview of PSC under the above rule, by seeking relaxation of Rule 6 ibid from the Government.
- (iii) The Service Rules applicable to various posts shall be applicable also in case of appointment on contract basis. If, however, the Service Rules for a post have not been framed, the departments are advised to get them framed through the S&GAD.
- (iv) Persons appointed on contract basis are not Civil Servants, therefore, their service matters shall not be governed by the rules framed under the Civil Servants Act, 1976. Their appointments shall be strictly regulated by the terms & conditions of their contract.
- (v) Appointment on contract basis shall be non-pensionable.

(iii) APPOINTMENTS TO BE MADE ON MERIT:-

- (i) The relevant Selection Board or Selection Committee, as the case may be, shall ensure that contract appointments, are made strictly on merit and in accordance with the rules and selection criteria etc.



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- (ii) All posts to be filed in on contract shall be advertised properly at least in two leading newspapers, as per rules:

Provided that if a retired person is re-employed, in the public interest, on contract basis, advertisement of the post shall not be necessary.

(iv) GUIDELINES FOR FIXING TERMS & CONDITIONS OF CONTRACT APPOINTMENTS.

- i) The terms & conditions of contract shall be settled by the concerned Administrative Department in accordance with the provisions of this Policy.
- ii) Where appointment is made on a pay package other than the basic pay scale, the terms & conditions of appointment shall be settled by the concerned Administrative Department in consultation with the Finance Department. After the concurrence of Finance Department, the Administrative Department shall obtain approval of the Government.
- iii) In all contracts, it shall be clearly provided that the services of the contract employee are liable to be terminated on one month's notice or one month's pay, in lieu thereof, on either side without assigning any reasons.
- iv) Comprehensive guidelines for fixing terms & conditions of contract appointment are given at Annexure "A". The Departments/Organizations must strictly abide by these guidance.
- v) Appointment /Service on contract basis shall be non-pensionable.
- vi) A contract employee shall, under no circumstances, claim conversion of his contract appointment into regular appointment.

(v) PAY PACKAGE:-

For contract appointment two broad categories of pay packages may be offered, are described as follows:-

- (i) Where appointment is made in the prescribed pay scale of the post :-
 - (a) Package of pay and allowances as per scale of the post.
 - (b) 30% of the minimum of pay scale as social security benefit in lieu of pension:

Provided that persons who are already retired and getting pension shall not be eligible for this benefit when re-employed on contract.
 - (c) Annual increment as per pay scale of the post, and adhoc /special relief, etc. given to the regular Government servant shall also be admissible to the contract employees.
- (ii) Where appointment is made on pay package other than the pay and allowances prescribed under the National Pay Scale:-
 - (a) A package of pay & allowance as approved by the Government on the concurrence of Finance Department, keeping in view the specific requirements, including qualification, etc. of the job.

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- (b) Annual increment shall not be allowed unless specifically provided in the pay package.
- (c) Any adhoc/special relief etc, given to the regular Government servants, shall not be admissible.

vi) PERIOD OF CONTRACT APPOINTMENT AND EXTENSION IN CONTRACT.

- i) The period of initial contract appointment shall be between 3 to 5 years.
- ii) Where the post has been created for a specific period (e.g projects posts) the period of initial contract appointment shall be 3 years or the period for which the post has been created, whichever is less.
- iii) Contract employee shall not claim extension in his contract appointment as a matter of right.
- iv) Extension in contract appointments may be granted by the relevant appointing authorities. Prior approval of the Government shall be obtained in all cases for extension in the period of contract appointment.
- v) Extension in contract appointments shall not be granted as a matter of routine. The appointing authorities shall take into consideration the performance of the contract employee and extension in contract shall only be recommended if his performance remained good/very good.
- vi) Extension in contract appointment shall generally be granted for a period of 3-5 years and shall not be granted for an indefinite period.
- vii) Decision regarding extension in contract appointment must be made by the relevant authorities well before the expiry of the contract period of an employee, after seeking approval of the Government.
- viii) On expiry of the contract appointment, if no extension is granted, it must be ensured that the contract employee is not allowed to continue in service. Appointing Authorities concerned and the office of the Accountant General, AJ&K/District Accounts Officers must remain vigilant in this respect and ensure that salaries are not released to a contract employee whose period of contract appointment has expired or whose contract appointment has been terminated.

vii) CONTRACT APPOINTMENT SHALL BE NON TRANSFERABLE.

- (i) Contract appointment shall be post specific and non-transferable, contract employee shall not, under any circumstances, claim any right for transfer from one post to another.
- (ii) The concerned Department shall ensure that the disabled persons appointed on contract are adjusted against the posts in the cadre as near as possible to their home station, irrespective of their position on merit.

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viii) MONITORING AND EVOLUTION OF PERFORMANCE OF CONTRACT EMPLOYEES.

- (i) Appointing/Supervisory authorities must remain vigilant regarding performance of contract employees. They must monitor their work on regular basis to ensure that inefficient and corrupt elements are not allowed to be in service.
- (ii) The performance of contract employees shall be assessed on annual basis, by the immediate superior authorities as per a simplified proforma at Annexure "B".
- (iii) The concerned Department shall, however, develop their own performance evolution proforma, keeping in view the specific measurable performance indicators, in order to make a meaningful assessment of performance.
- (iv) The decision regarding extension in contract appointment shall be made by the appointing authority on the basis of the Performance Evolution Reports of the contract employee.

(ix) POLICY FRAME WORK FOR REGULAR GOVERNMENT SERVANTS WHO ARE APPOINTED ON CONTRACT BASIS IN GOVERNMENT SECTOR.

(1) ELIGIBILITY.

- (i) A confirmed/regular civil servant is eligible to apply for appointment on contract basis against a post in connection with the affairs of the Government, in an administrative department, attached department/ office/ institution, autonomous body etc. set up by the Government.
- (iii) A civil Servant must apply for contract appointment through proper channel.

(2) PAY & ALLOWANCES.

A confirmed civil servant when appointed on contract shall draw pay and allowances as per terms & conditions of the contract. During his contract appointment he shall not be allowed to claim any protection of pay, last drawn by him against his substantive post.

(3) TERMS & CONDITIONS OF CONTRACT.

- (i) Contract appointment of a civil servant shall be governed by the terms & conditions provided in the contract including issues of leave, T.A/D.A/ medical facilities, etc.
- (ii) A civil servant when appointed on contract against any post shall not be entitled to claim any benefit as allowed to the civil servants, under any rules, unless such rules are specifically applicable to him under the terms & conditions of his contract.

(4) RETENTION OF LIEN.

A confirmed civil servant when appointed on contract basis against any Government post in connection with the affairs of the Government, shall retain his lien against his original substantive post.

(5) PENSION FOR THE PERIOD SPENT ON CONTRACT.

Period spent on contract basis shall not be counted towards pension.

(6) PAY FIXATION ON REPATRIATION TO ORIGINAL SUBSTANTIVE POST.

On return from contract appointment to his original substantive post, the pay of a civil servant shall be fixed by adding the annual

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increments for the period spent on contract: provided that no arrears on account of re-fixation of pay or increment shall be admissible.

(7) SENIORITY & PROMOTION IN THE ORIGINAL CADRE.

- (i) Where appointment is up to 5 years.
 - (a) Where a civil servant during the period of contract appointment, becomes due for promotion in his own cadre or service, he shall be deferred for promotion and shall only be eligible for consideration for promotion on his return from the contract appointment.
 - (b) Where a civil servant is promoted on his return from contract appointment, he shall not be eligible for grant of proforma promotion. However, he shall be allowed to retain his original seniority in his cadre.
- (ii) Where contract appointment continues beyond five years.
 - (a) The name of such a civil servant shall be removed from the seniority list of his cadre and he shall be placed on a separate static list. He shall have no claim for promotion during the period spent on contract beyond 5 years.
 - (b) His name shall be brought back on the seniority list only after he resumes duty.
 - (c) On return, his seniority shall be determined after deduction the period he remained on contract beyond five years.
 - (d) On his promotion, he will not regain his original seniority.
- (iii) The period spent on contract basis, against an equivalent or a higher post in the cadre shall not count towards experiences for the promotion in the cadre, on repatriation from contract appointment.

(8) DISCIPLINARY PROCEEDINGS.

If a civil servant is found to be inefficient or guilty of misconduct or corrupt during the period of his contract appointment, he shall be liable to be proceeded against under the prevailing disciplinary law/rules of the Government, in addition to the termination of his contract appointment.

(9) TERMINATION OF CONTRACT.

Contract appointment of a civil servant may be terminated as per terms & conditions of his contract, without assigning any reason. On termination of contract, such a civil servant shall immediately report to his parent department/organization.

(10) CONTRIBUTION TOWARDS GPF, DEDUCTION OF HBA/CAR ADVANCE, GROUP INSURANCE & BENEVOLENT FUND ETC.

- (i) A Civil Servant, when appointed on contract basis shall contribute towards G.P Fund;
- (ii) HBA, Car Advance, Benevolent Fund, Group Insurance etc shall also be deducted from the salary of such an employee, if bill of salary is passed other than the AG, the deducted amount shall be transferred to the AG Office.

(11) CONTRIBUTION TOWARDS BENEVOLENT FUND & GROUP INSURANCE.

A civil servant when appointed on contract basis shall contribute towards Benevolent Fund & Group Insurance as per prevailing rules. The rate of contribution of B.F/G.I will be the same as was applicable to him against his substantive post just before appointment on contract basis. He will also be entitled to the benefits

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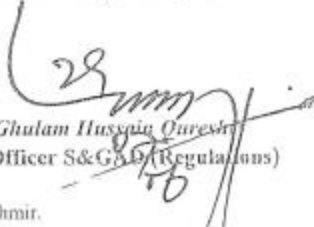
admissible under the Benevolent Fund & G.I rules, applicable to him.

(x) AGE RELAXATION.

The Azad Jammu & Kashmir Civil Servants Recruitment (Relaxation of Age limit) Rules, 1997 shall be applicable on contract appointment.

(xi) REPEAL.

The Contract Policy issued vide No. S&GAD/R/A-4 (356)/2001 Dated 16.04.2001 and all subsequent Notifications shall stand repealed on the promulgation of this Policy.


(Ghulam Hussain Qureshi)
Section Officer S&GAD (Regulations)

Copy to:-

- 1- Secretary to the President Azad Jammu & Kashmir.
- 2- Secretary to the Prime Minister, Azad Government of the State of AJ&K.
- 3- Private Secretary to the Chief Secretary, Azad Government of AJ&K.
- 4- The Accountant General Azad Jammu & Kashmir.
- 5- ~~The~~ Controller Govt. Printing Press.
- 6- All officers of the S&GAD.
- 7- Master File.


Section Officer S&GAD (Regulations)



Annexure "A"

GUIDELINES FOR FIXING TERMS AND CONDITIONS OF CONTRACT APPOINTMENTS.

1. Pay Package.

- i) Where appointment is made in the prescribed pay scale of the post.
 - a) Package of pay and allowances as per pay scale of the post.
 - b) 30% of the minimum of pay scale as social security benefit in lieu of pension:
Provided that persons who are already retired and getting pension shall not be eligible for this benefit.
 - c) Any adhoc/special relief etc; given to the regular government servants shall also be admissible to the contract employees.
 - d) Annual increment as per pay scale of the post.
- ii) Where appointment is made on pay package other than the pay and allowances prescribed under the National Pay Scales.
 - a) A package of pay & allowances as approved by the Government, keeping in view the specific requirements including qualification, etc; of the job.
 - b) Any adhoc /special relief etc; given to the regular government servants, shall not be admissible.
 - c) Annual increment, shall not be allowed unless specifically provided in the pay package .

2. Medical Fitness Certificate.

The selected candidate will appear before the competent medical authority/board, as per directions of the appointing authority for medical examination and on having been declared medically fit he will be able to join service.

3. Tenure.

The contract shall be generally for a period of 3 to 5 years from the date of joining . However, the period of contract appointment may be curtailed in the following cases;

- a) Where the post exists for a lesser period e.g. Project Post.
- b) Where the tenure of post is fixed as per provisions of law .
- c) Where a person is re-employed.

4. Pension

Appointment/service on contract basis shall be non-pensionable.

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For all Categories
Of contract employees

Annexure "B"

CONFIDENTIAL

GOVERNMENT OF AJ&K
DEPARTMENT
PERFORMANCE EVOLUTION REPORT
For the Period _____ to _____
PART-I

1. Name in (block letters) with Father's name _____
2. Date of Birth _____
3. Domicile _____
4. B.S. With present Pay _____
5. Post held during in the period _____
6. Academic / professional qualification _____
7. Period served _____
 - (a) in present post _____
 - (b) under reporting officer _____
8. Signature of the official reported with date _____

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