

No.G.11021/2/92-PAR(ARW)
GOVERNMENT OF MIZORAM
DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS
(ADMINISTRATIVE REFORMS WING)

OFFICE MEMORANDUM

Dated Aizawl, the 7th August, 2008

Subject : Guidelines for Engagement of Employees on Contract basis.

In partial modification of this Department's O.M. No.A.41020/1/2003-P&AR(GSW) dt.10.10.2004 and even number dt.04.04.2005 and dt.13.3.2008 the Governor of Mizoram is pleased to prescribe the following terms and conditions for engagement of employees on contract basis to be effective from the date of issue of this Office Memorandum.

All Administrative Departments and Heads of Departments should scrupulously follow the following terms and conditions while making engagements on contract basis :

1. No engagement on contract basis shall be made except with prior approval of DP&AR and Finance Department, Government of Mizoram. And before submission of any proposal for engagement of Contract employee by any Department to DP&AR and Finance Department, prior approval of Minister of the Department concerned should invariably be obtained.
2. There should be a clear cut vacancy of posts for engagement of employees on contract unless otherwise fully funded from CSS or by other outside Agency. Provided that in certain special circumstances, contract employment may be resorted to by the Department with prior concurrence of the DP&AR and Finance Department and with final approval of the Chief Minister through Chief Secretary in the absence of specific sanctioned posts.
3. No formal appointment shall be issued while making engagement on contract except after execution of Agreement in the prescribed form appended.
4. Period of engagement on contract basis shall be for one year at the initial stage. Thereafter, they should be screened again by the duly constituted DPC to see whether they are fit for further retention or otherwise. If they are found fit for further retention, the appointing authority may extend their services for another period as it may deem fit and proper.
5. Retired Officers should not normally be engaged on contract basis beyond attainment of 63 years of age unless there are overriding considerations in the public interest justifying the terms of engagement for a longer period.
6. No engagement on contract basis should be made against such post(s) having financial powers and a contract employee should neither be delegated with financial powers nor assigned the work of DDO unless there are overriding considerations in the public interest justifying such assignment.

7. Retired Officers re-employed on contract basis shall not necessarily be entitled to the same facilities enjoyed while in active service.
8. The rate of monthly remuneration of contract employee shall be equal to the minimum scale of pay attached to the post in which he/she is engaged plus 50% of that amount.
9. All Contract employees shall be entitled to Medical Re-imbusement at par with other regular government servants.
10. Contract employees in the Educational Institutions will also draw remuneration for the whole year without any break during vacation.
11. Contract employees under these guidelines shall imply those engaged by the Government of Mizoram except those re-employed pensioners on Contract employment.
12. All Contract employments, except contract re-employment of retired Government servants shall be made against vacant sanctioned posts which should be done only under the provisions of the Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 and the Rules framed thereunder.
13. Contract employees shall be required to subscribe to special security scheme as may be introduced by the Government of Mizoram from time to time.
14. Casual Leave shall also be admissible to all contract employees at par with other Government employees in a calendar year.
15. Leave entitlement will be as per Appendix-II to CCS (Leave) Rules, 1972. Further, maternity leave as per the provision of CCS (Leave) Rules, 1972 shall also be applicable to contract employees.
16. No household Peon shall be provided to any contract employee.
17. No residential telephone shall be provided to any contract employee.
18. In the event of death or discharge from service of a contract employee within the contract period, gratuity at the rate of one-half of a months remuneration for each completed year of engagement shall be permissible if he had completed not less than five years continuous engagement at the time of death or discharge from service. The emoluments for this purpose shall be restricted to the existing remuneration drawn by the employee at the time of death or discharge from service.
19. In the event of death or discharge from service of a contract employee, $\frac{1}{2}$ of Earned leave at his credit subject to a maximum of 150 days shall be encashed. The emoluments for this purpose shall be restricted to the existing remuneration drawn by the employee at the time of death or discharge from service.

20. Contract employees who are transferred from one station to another station beyond 20 kms. will be entitled TA/DA at par with other regular employees. Moreover, TA/DA on official tour shall also be admissible to all Contract employees at par with other regular Government servants.
21. Service book shall be maintained for each contract employee.
22. In respect of any matter in which no provision has been made under these guidelines, the provisions of CCS(CCA) Rules 1965, any orders made thereunder and any other Rules made or deemed to be made under Article 309 of the Constitution of India shall apply to the extent to which they are applicable to the service hereby provided for and the decision of the Government as to their applicability shall be final.

Sd/- C.LALCHHUANA
Additional Secretary to the Govt. of Mizoram

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Copy to :-

1. Secretary to Governor, Mizoram.
2. Secretary to Chief Minister, Mizoram.
3. P.S. to Speaker/Ministers/Dy.Speaker/Minister of State, Mizoram.
4. P.P.S. to Chief Secretary, Mizoram.
5. All Administrative Deapartments.
6. All Heads of Department, Mizoram.
7. Guard File

Sd/- K.VANLALRAWNI
Under Secretary to the Govt. of Mizoram

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AGREEMENT FORM
(For employment on contract basis)

Article of Agreement made on.....between
Pi/Pu.....of the first part and the Governor of Mizoram
(herein after called the Government) of the other part.

Whereas the Government have engaged the party of the first part a.....
.....name of the post
and the party of the first part has agreed to serve the Government on the terms and
conditions herein after contained. Now these presents witness and the parties thereto
respectively agrees as follows :-

1. The party of the first part shall submit to the order of the Government and of the officers and authorities under whom he may from time to time be placed by the Government and shall remain the service with effect from.....
2. The party of the first part shall be entitled to a remuneration at the rate Rs. _____
_____/ - p.m.
3. The party of the first part shall devote his/her whole time to his duties and at a times abide by the CCS (Conduct) Rules, 1964 and whenever required, proceed any part of India and there perform such duties as may be assigned to him/her.
4. The service of a contract employee will be terminated :
 - a) automatically at the end of the contract period unless extended by the Government
 - b) by the Government without previous notice if the Government is satisfied medical evidence that the contract employee is unfit for further service.
 - c) by giving 1 (one) month notice in writing at any time by either of the party except as provided at (b) above
 - d) by the Government or their Officers having proper authority without a previous notice if the party of the first part is guilty of any insubordination intemperance or other misconduct or of any breach of any of the provision of these presents or of any rules pertaining to the office of the public service to which he may belong.

In witness whereof the party of the first part and.....
Secretary to the Government in the.....Department by
the order and direction of the Governor of Mizoram have hereunto set their hands the day
month and year first above written.

.....

Signed by the first party in
Presence of

1.

Witness

.....

Signed by the Secretary to the Govt. of
Mizoram.....
Department by the order and Direction
of Governor of Mizoram In his behalf in
the presence of

2.

Witness