

GOVERNMENT OF THE KHYBER PAKHTUNKHWA
HEALTH DEPARTMENT

NOTIFICATION

Peshawar, dated the 4th February, 2022

No.SOG/HD/1-35/Contract appointment Rules, 2022/ 3890 In exercise of the powers conferred by section 26 of the Khyber Pakhtunkhwa Civil Servants Act, 1973 (Khyber Pakhtunkhwa Act No. XVIII of 1973), read with section 25 thereof, the competent authority is pleased to make the following rules, namely:

THE KHYBER PAKHTUNKHWA HEALTH DEPARTMENT
CONTRACT APPOINTMENT OF DOCTORS (FIXED-PAY) RULES,
2022.

CHAPTER-I
GENERAL PROVISIONS

1. Short title, application and commencement.---(1) These rules may be called the Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022.

(2) These rules shall apply to the contract employees as defined in clause (f) of sub-rule (1) of rule 2 of these rules.

(3) These rules shall come into force at once.

2. Definitions.---(1) In these rules, unless there is anything repugnant in the subject or context,-

- (a) “Act” means the Khyber Pakhtunkhwa Civil Servants Act, 1973 (Khyber Pakhtunkhwa Act No. XVIII of 1973);
- (b) “Appointing Authority” means the Secretary to Government, Health Department, who shall make contract appointments under rule 3 of these rules;
- (c) “Competent Authority” means the Appointing Authority;
- (d) “consultant” means a doctor, who has done post-graduation degree or diploma in any medical field, from an institution in Pakistan or abroad, recognized by the Pakistan Medical and Dental Council or the Pakistan Medical Commission and appointed as contract employees under these rules;
- (e) “contract appointment” for the purpose of these rules, means appointment of consultants and general practitioners/emergency doctors, appointed on fixed pay contract, against the posts in concerned health facility;
- (f) “contract employees” mean the consultants or general practitioners/emergency doctors, appointed in accordance with the provision of rule 3 of these rules;
- (g) “Department” means the Health Department of Government;

- (h) “Departmental Selection Committees” mean the Departmental Selection Committees, constituted under rule 4 of these rules;
- (i) “general practitioner/emergency doctor” means a doctor, who has done MBBS, from an institution in Pakistan or abroad, recognized by Pakistan Medical and Dental Council or the Pakistan Medical Commission and appointed as contract employees under these rules;
- (j) “health facility” means any health facility, including primary health facility and secondary health facility, but does not include a Medical Teaching Institution;
- (k) “pay” means remuneration, drawn by a contract employee on monthly basis under these rules;
- (l) “primary health facility” means basic health units and rural health centers;
- (m) “post” means non-permanent facility-specific fixed-pay post, created for contract appointment under these rules; and
- (n) “secondary health facility” means any secondary care hospital, including Category-A, B, C and D hospitals.

(2) Words, expressions and terms, used but not specifically defined in these rules, shall have the same meanings as are assigned to them under the Act or rules made thereunder.

CHAPTER-II **METHOD OF APPOINTMENT**

3. Appointing Authority.---For the purpose of these rules, the Appointing Authority shall make contract appointments on the posts, for a period of one year, on the recommendations of the Departmental Selection Committees, constituted under rule 4 of these rules.

4. Departmental Selection Committees.---(1) There shall be Departmental Selection Committees, to be constituted in accordance with sub-rules (2) and (3), to make recommendations for contract appointment of consultants and general practitioners/emergency doctors.

(2) The Departmental Selection Committee for recommendations of consultants shall consist of-

- (a) Regional Director, Health Services of the concerned region or any other officer as nominated by the Secretary of the Department; Chairman
- (b) District Health Officer concerned; member

- (c) Medical Superintendent of the hospital concerned; member
- (d) a representative of the Secretary of the Department; and member
- (e) a technical member, who is a specialist of the relevant field, nominated by the Director General, Health Services. member

(3) The Departmental Selection Committee for recommendations of general practitioners/emergency doctors shall consist of-

- (a) District Health Officer concerned; Chairman
- (b) Medical Superintendent of the District Headquarter Hospital, in case of appointment against position in secondary health facility; member
- (c) Medical Superintendent of the Non-District Headquarter Hospital in case of appointment in a secondary health facility; member
- (d) Deputy District Officer (Health) of concerned tehsil in case of appointment in primary health facility; member
- (e) a representative of Secretary of the Department; and member
- (f) two technical members whom shall be doctors and nominated by the concerned Regional Director or any officer nominated by the Secretary of the Department. members

(4) The Departmental Selection Committees may appoint any person as co-opted member.

(5) The quorum for meeting of the Departmental Selection Committees shall be at least three members, including its Chairman.

CHAPTER-III **RECRUITMENT**

5. Method of contract appointment.--- The contract appointment shall be made by any of the following methods:

- (a) by initial recruitment; and
- (b) by extension of contract appointment under these rules.

6. Creation of posts.---(1) The Department may select the health facility, where posts are required to be created.

(2) The concerned District Health Officer, in consultation with the concerned Medical Superintendent, shall prepare the requirement for creation of posts in all health facilities and submit it to the Department.

(3) The Department may consider the requirement of creation of posts, submitted by the District Health Officer and Medical Superintendent, and may send such requirements to Finance Department of Government, for further necessary action.

(4) The Finance Department of Government, in consultation, with the Department, may create as many posts, in the respective health facility, as it deems necessary, for its appropriate functioning under these rules.

7. Procedure for initial recruitment.---(1) The Department shall invite applications for contract appointment, against the posts, in health facility.

(2) Separate applications shall be invited for each post of a health facility.

(3) All recruitments, under these rules, shall be purely on non-permanent facility-specific fixed-pay contract basis and shall not be regularized at any stage, whatsoever.

(4) The recruitments, under these rules, shall be specific to health facility and shall be non-transferable.

(5) The advertisement shall clearly mention the name of the post, specific health facility along with district, job description of the post, required academic qualifications, experience and selection criteria, last date of submission of application etc.

(6) The advertisement shall be published in, at least, two national daily newspapers, preferably one each in English and Urdu.

(7) The candidates shall be given, at least, fourteen days time for submission of their applications, after the issuance of the advertisement.

(8) The Appointing Authority shall specify the requisite qualifications, experience and job description of the posts.

(9) There may be no age limit for the applicants, if deemed appropriate.

(10) The applicants shall be shortlisted by the relevant Departmental Selection Committee.

(11) In case, large number of applications have been received against a particular post, the short-listing and selection process may be carried out through written and skill tests or passed marks, followed by interviews, as deemed appropriate by the relevant Departmental Selection Committee. However, in case the number of applications are not large enough, to require a written test, the concerned Departmental Selection Committee may proceed with the selection through an interview alone.

(12) The Appointing Authority may, if required, engage a third party to receive applications on behalf of the Appointing Authority and conduct written test for the purpose of short listing.

(13) The Department may, if required, establish a special cell to process the contract appointments under these rules, at a fast pace, so as to fill the shortage in the health facility at the earliest.

(14) The process of recruitment or extension, as the case may be, shall commence preferably three months prior to the expiry of the contract, with the current incumbents of the posts. In case any post falls vacant for any other reason, the recruitment process shall preferably be completed within a period of three months.

(15) The concerned Departmental Selection Committee shall recommend the principal candidate for a post along with the first, second, third and so on alternates for the said post, if necessary.

(16) The concerned Departmental Selection Committee shall submit its recommendations to the Appointing Authority.

(17) The Appointing Authority shall, if it agrees with the recommendations of the concerned Departmental Selection Committee, issue offer of appointment to the principal candidate on the terms and conditions and pay package, under these rules. The initial contract shall be for a period up to one (1) year from the date of issuance of offer letter. The contract shall be specific health facility, non-permanent and non-pensionable.

(18) The merit list shall be valid for a period of one (1) year from the date of interview. In case the principal candidate declines the offer of appointment or leaves the job due to any reason during the said period, the next candidate in the order of merit may be offered the appointment.

(19) In case no suitable candidate, domiciled in the Province of Khyber Pakhtunkhwa, is not available or selected, residents of other provinces, including Azad Jammu and Kashmir and Gilgit Baltistan may be considered against the posts.

(20) Due to the peculiar nature of contract appointment under these rules, the condition of observing geographical quotas, during the process of recruitment against the posts, shall not be applicable.

(21) A doctor, already working in the public sector, may apply for the contract appointment under these rules; provided he shall resign from his existing post, so that there is no movement of doctors within the system.

CHAPTER-IV **CONTRACTUAL MATTERS**

8. Procedure for extension in contract appointment.---The contract appointment may be further extended for one year on rolling basis; provided that the performance of the contract employee remained satisfactory during the currency of the existing contract.

9. Verifications.--- (1) The candidates selected for initial recruitment shall provide a medical fitness certificate and police clearance certificate from authorized authorities before contract appointment.

(2) The District Health Officer of the concerned district, in case of posts of a health facility other than the District Headquarter Hospital or the Medical Superintendent of the concerned District Headquarter Hospital, in case of posts of District Headquarter Hospital, before the drawl of first pay by the contract employee, may-

- (a) get all the educational and experience documents of the recommended candidates, verified from the respective issuing authorities;
- (b) furnish an undertaking to the effect that his services shall stand terminated automatically, in case any of his documents proves fake, forged or bogus at any stage during verification;
- (c) obtain verification from two (2) references as provided by the candidate with his application;
- (d) carry out professional reference check from previous employer or institution, if any;
- (e) provide any other document, photographs or information as deemed relevant.

10. Offer of contract appointment.---(1) The Appointing Authority shall issue a formal offer of contract appointment to the selected candidates, giving the main terms and conditions of contract appointment, including contract type and duration, joining date, salary, post title etc.

(2) The recommended candidate shall be required to accept the offer of contract appointment, within thirty (30) of the receipt of offer letter, otherwise the appointing authority may withdraw the offer of appointment.

(3) The offer of contract appointment shall be issued through mail (Dak), as well as uploaded on the website of the Department.

(4) The contract employee shall submit the acceptance of offer of contract appointment, in writing.

(5) The offer of contract appointment and the acceptance, thereof, shall be considered as a valid contract.

11. Probation.---(1) The contract employee shall be on probation for a period of ninety (90) days, during which the contract may be terminated without any prior notice by the Appointing Authority.

(2) The Appointing Authority may extend the period of his probation for a further period of ninety (90) days.

12. Pay.---(1) The pay of the contract employees shall be lump sum and fixed, inclusive of all taxes.

(2) No allowance, other than fixed-pay, whatsoever, shall be permissible.

(3) All applicable taxes shall be deducted.

(4) The lump sum fixed-pay of the posts of consultants of attractive specialties and non-attractive specialties, as specified in sub-rule (5), and general practitioners/emergency doctors, created under these rules, shall be the same as provided in the Schedule, appended to these rules and may be modified from time to time by the Secretary of the Department in consultation with Finance Department of the Government.

(5) Following specialties shall be considered attractive and non-attractive specialties for the purpose of these rules:

(a) **attractive specialties.**---all specialties other than anesthesia, pathology and radiology, shall be attractive specialties; and

(b) **non-attractive specialties.**---anesthesia, pathology and radiology shall be non-attractive specialties.

(6) The Finance Department of Government, in consultation with the Department, shall annually review the pay and revise it as per requirement.

(7) In case of extension of contract appointment, five percent (5%) increment per annum shall be allowed.

13. Working hours.---(1) The contract employees shall be required to work eight (8) hours for a day, for six (6) days a week. His duty hours may preferably be evenly distributed in the morning, evening and night shifts.

(2) Contract employees shall be punctual at work. Repeated tardiness and absences shall be considered as a breach of discipline and shall lead to termination of his contract appointment.

14. Leave.---A contract employee shall not be entitled for paid leave. However, in case of any emergency, a contract employee may avail un-paid leave, not exceeding 10 days as a whole or in parts, during his contract period.

15. Ban on private practice.---The private practice shall not be permissible for the contract employees under these rules. Each contract employee shall furnish a surety bond to the Department that he shall not undertake any private practice during the period of his contract.

16. Performance evaluation.---(1) The contract employee shall be required to mark his arrival and departure time at the place of duty, on the bio-metric attendance machine.

(2) In case of non-availability of bio-metric attendance machine, the contract employee shall be required to mark attendance in the paper-based attendance register with the time of arrival and departure.

(3) The contract employee shall submit, on monthly basis, his performance log for the whole month, containing his activities, including number of surgeries performed, OPD patients examined, IPD rounds etc.

(4) The performance of the contract employee shall be regularly monitored by the Internal Monitoring Unit of the Department, Medical Superintendent of the health facility, as well as, the District Health Officer concerned.

(5) The Medical Superintendent of the health facility shall evaluate the performance logs, on quarterly basis, and submit it to the Internal Monitoring Unit with his comments and evaluation and his views with regards to the utility of services of the contract employee.

(6) The Internal Monitoring Unit shall periodically evaluate the performance of the contract employees on quantifiable performance indicators.

CHAPTER-V

TERMINATION OF CONTRACT AND PROFESSIONAL CONDUCT

17. Termination of contract appointment.---(1) In case of any false statement or failure in verification of document, the contract shall be terminated ab-initio.

(2) The contract, during the probation period, may be terminated without any prior notice by the Appointing Authority.

(3) The contract employee, during the probation period, may resign from his appointment on a written notice of seven (7) days.

(4) The resignation, once accepted by the Appointing Authority, shall not be withdrawn.

(5) The contract appointment, under these rules, shall be non-permanent and non-pensionable. The purpose of the contract appointment shall be only to provide consultants and general practitioners/emergency doctors in the public sector health facilities, where there is a requirement. The contract appointment shall be terminated after a written notice of thirty (30) days by the Appointing Authority when the requirement of his appointment ends.

(6) The contract appointment does not confer any right on the contract employee to claim regularization on account of his contract.

(7) The contract appointment, after the probation period, may be terminated by either party on a written notice of thirty (30) days or payment of amount equal to the salary for that period in lieu thereof. However, in case of misconduct, inefficiency and corruption, the notice period shall not be necessary and the contract appointment may be terminated by the Appointing Authority without any further notice.

(8) The contract appointment shall be for a fixed term and shall end without further notice at the end of said period.

(9) If either party breaks the contract without serious grounds, while either failing to give notice or giving insufficient notice, it shall pay compensation to the other party. Such compensation shall be equal to the remuneration due for the notice period or to the remuneration that results from the difference between the notice period required and the notice period observed.

(10) A contract employee, aggrieved by the order of the Appointing Authority, may, within a period of fifteen days, prefer an appeal before the Chief Secretary, Khyber Pakhtunkhwa and the decision of the Chief Secretary, Khyber Pakhtunkhwa, in this regard, shall be final.

18. Discipline and general conduct.---(1) Every contract employee, under these rules, shall conform to and abide by the laws, rules and regulations of Government and shall observe, comply with and abide by all orders which may, from time to time, be given by any person under whose jurisdiction, superintendence or control he may, for the time being, be placed.

(2) A contract employee shall not-

- (a) accept or permit any member of his family to accept any gift from any person such that the acceptance of gift shall place him under any form of obligation to the donor;
- (b) bring or attempt to bring political or other outside influence directly or indirectly, to bear on the Department or any employee of the Department, in support of any claim arising in connection with his employment as such;
- (c) take part in or subscribe to or assist in any way, in any political activity or movement in Pakistan;
- (d) use his influence or interfere with or take part in any elections, whether of Provincial or Central Legislature or local bodies; provided that if the contract employee is qualified to vote in election, he shall have a right to exercise his right to vote;
- (e) engage in any trade or business; and
- (f) propagate any sectarian creed or participate in any sectarian association or assemblies, which is likely to create disaffection and ill feeling amongst various classes of the society.

19. Misconduct.---The following acts shall be deemed to constitute misconduct or breach of discipline:

- (a) breach of service discipline or lawful instructions, issued by the relevant Competent Authority;
- (b) habitual negligence and inordinate delays in the performance of duty;
- (c) any willful act of disobedience or disobedient conduct towards any superior authority;
- (d) causing willful loss or damage to any property of Government;
- (e) quit the service without being relieved;
- (f) absence from duty without permission;
- (g) riotous or disorderly conduct;

- (h) evasive conduct and attitude towards lawful orders of Government and its authorities;
- (i) willfully ignoring rules, regulations, instructions and circulars of Government;
- (j) aiding and abetting in terror financing or other terrorist activities;
- (k) conviction for a criminal offence involving moral turpitude;
- (l) harassing and intimidating other employees;
- (m) committing breach of trust, misappropriation of property, theft, fraud or any other offence involving moral turpitude;
- (n) showing and disclosure of any record or documents of the health facility to an outsider, including passing of any confidential or other information relating to the health facility and handing over the copies of the same to such person without permission in an unlawful manner;
- (o) accepting gift, reward, gratification, gratuities, loans or any other financial benefits from any person, directly or indirectly, in connection with any work of the health facility;
- (p) withholding any information, paper or document from any Government employee, engaged in the performance of his duties and thereby preventing him from dealing with it in a proper and expeditious manner;
- (q) displacing, removing or tempering with or destroying any paper, document or record of the health facility;
- (r) indulging in corruption, nepotism, manipulation and favoritism in the discharge of his duties;
- (s) giving statements in press or addressing letters to press or delivering speech on radio, T.V, social media etc; without permission, except technical advices on health related issues;
- (t) striking work or inciting others to strike work or go-slow;
- (u) other acts of omission or commission, which in the opinion of the Competent Authority, tantamount to inefficiency or misconduct;
- (v) harassing women or engaging in harassment activities;
- (w) assaulting a Government employee in the course of employment, including sexual assault; and
- (x) failure to observe written warnings or instructions.

20. Penalties.--- (1) The Competent Authority shall convey a warning, in writing, to the contract employee, on default for any of his omission and commission, which constitutes the acts prejudicial to discipline or good order or misconduct. If a contract employee has received a first warning, during the period of his contract, the second one shall lead to termination of his contract appointment, besides the verbal warnings, if any.

(2) In case of gross misconduct or violation of code of conduct, so specified, the action shall start by calling explanation of a contract employee. An unsatisfactory explanation shall lead to warning or even termination of his contract appointment, after providing him an opportunity of personal hearing.

21. Nature of posts created under these rules.---(1) The posts, created under these rules, shall be purely temporary and non-permanent in nature. Hence, these cannot be accounted for the purposes of promotion and recruitment on regular side.

(2) The Finance Department of Government, in consultation with the Department, shall periodically review the requirement of the posts and increase or decrease their number.

SCHEDULE
[see rule 12]

Category.	Name of District.	Non-permanent Consultants of Non-Attractive Specialties.	Non-permanent Consultants of Attractive Specialties.	Non-permanent General Practitioner/ Emergency Doctors.
A	Peshawar.	Not included in these rules.		
B	Abbottabad, Bannu, Charsadda, DI Khan, Dir Lower, Haripur, Kohat, Malakand, Mansehra, Mardan, Nowshera, Swabi, Swat.	350,000/-	300,000/-	140,000/-
C	Bajaur, Battagram, Buner, Dir Upper, FR Peshawar, Hangu, Karak, Khyber, Mohmand, Shangla.	400,000/-	350,000/-	170,000/-
D	Kurram, Orakzai, Tank, Chitral Lower, Chitral Upper, FR Bannu, FR DI Khan, FR Kohat, FR LakkiMarwat, FR Tank, Kohistan Lower, Kohistan Upper, KolaiPalas, LakkiMarwat, North Waziristan, South Waziristan, Torghar.	450,000/-	400,000/-	200,000/-

SECRETARY TO GOVERNMENT OF KHYBER PAKHTUNKHWA
HEALTH DEPARTMENT

Endst: of even No. and date

Copy to

1. Principal Secretary to Chief Minister, Khyber Pakhtunkhwa.
2. Principal Secretary to Governor, Khyber Pakhtunkhwa.
3. PSO to Chief Secretary, Khyber Pakhtunkhwa.
4. Director General Health Services, Khyber Pakhtunkhwa.
5. Chief Executive, Saidu Group of Teaching Hospital, Swat.
6. Chief Executive Officer, Healthcare Commission, Khyber Pakhtunkhwa.
7. Hospital/ Medical Directors of Medical Teaching Institution in Khyber Pakhtunkhwa.
8. Manager, Printing Press, Khyber Pakhtunkhwa, Peshawar.
9. All District Health Officers, Khyber Pakhtunkhwa.
10. All Medical Superintendent, Khyber Pakhtunkhwa.
11. Deputy Director (IT), Health Department, Khyber Pakhtunkhwa to upload on the official website of Health Department.
12. PS to Minister for Health, Khyber Pakhtunkhwa.
13. PS to Secretary, Establishment Department, Khyber Pakhtunkhwa.
14. PS to Secretary, Law Department, Khyber Pakhtunkhwa.
15. PS to Secretary, Health Department, Khyber Pakhtunkhwa.
16. PS to Special Secretary (Estab), Health Department, Khyber Pakhtunkhwa.
17. PA to Additional Secretary (Estab), Health Department, Khyber Pakhtunkhwa.

(Sikandar Afzaal)
Section Officer (General)