

**FEDERAL TAX OMBUDSMAN SECRETARIAT
5-A CONSTITUTION AVENUE
ISLAMABAD**

F.No. _____

Dated: _____

To:

Subject: **EMPLOYMENT ON CONTRACT BASIS**

I am directed to refer to the above noted subject and to say that you have been selected for appointment on contract under Section-20 of Establishment of the office of Federal Tax Ombudsman Ordinance, 2000 as _____ under the following terms and conditions:-

- 1) Post: _____
- 2) Place of Posting: _____ (but liable to be posted at any FTO Office in Pakistan as and when required).
- 3) Period of Contract: _____ from the date of assumption of charge, extendable in view of performance and requirement.
- 4) Remuneration: **Rs** _____ /- per month (All inclusive)
- 5) Annual Increment: No annual increment or other allowance shall be admissible.
- 6) Seniority: This contract appointment does not confer any right for being placed in the gradation/ seniority list of any cadre/group.
- 7) Leave: At the rate of 2 ½ days per month. Any additional leave will be treated as leave without pay. However any accumulated leave will lapse on the termination of the contract or at the end of calendar year, whichever is earlier.
- 8) Pension: Service rendered under this contract shall not qualify for any pension or gratuity.
- 9) General Provident Fund: No contribution towards G.P Fund shall be required.
- 10) Conduct and Discipline etc: A contract appointee shall at all times obey the rules, to the extent applicable to him, framed for the FTO employees under the FTO Ordinance, 2000 and other allied regulations, as also all lawful orders of the Hon'ble FTO.
- 11) Government Servants Conduct Rules 1964: Rules made and instructions issued by the Government for Civil Servants under Rule 16 of the "Govt. Servants Conduct Rules 1964", as amended from time to time, shall, mutatis mutandis, apply.
- 12) Major Responsibilities: Investigation of taxpayers complaints and any other duties, the Hon'ble FTO may assign from time to time.
- 13) Termination of Contract etc: The appointment shall be liable to termination during the period of contract at any time on 30 days notice by either side. No advance notice shall be necessary in situations involving inefficiency, poor performance, indiscipline, misconduct, etc.

Note: No resignation shall be deemed to have been accepted unless it is approved by the Hon'ble FTO.

- 14) Full Time Employment, etc: The appointee shall be a full time employee at the disposal of the Hon'ble Federal Tax Ombudsman. He can be assigned any additional duty without any further remuneration.
- 15) Conflict of Interest: As contract appointee, you will not investigate any case involving conflict of interest. Nor will you allow your personal interests to influence your decisions while employed in the FTO Office.
- 16) Secrecy of Information: As contract appointee, you will not directly or indirectly communicate or reveal to any person any matter which may be brought for your consideration or which becomes known to you except as may be required for due discharge of your duties.
- 17) Violation of Terms of Contract: Any violation of terms and conditions of this contract shall be deemed as misconduct or criminal offence under any law for the time being in-force, which may entail disciplinary/criminal proceedings, as the case may be.
- 18) Legal Proceedings: No proceedings whatsoever shall be instituted by you against any functionary of the FTO Office, regarding interpretation of this contract and the decision of the Hon'ble FTO in this regard shall be deemed to be final.

2. Under Section-27 of the Establishment of the Office of the Federal Tax Ombudsman, 2000, you will be deemed to be a public servant within the meaning of Section 21 of the Pakistan Penal Code (Act XLV of 1860).

3. If the above terms and conditions are acceptable to you, please convey your acceptance/consent within 10 days of the receipt of this letter.

(_____)

Distribution:

1. AGPR, Islamabad
2. DDO, FTO Secretariat, HQ, Islamabad
3. MIS Manager, FTO Sectt.,HQ, Islamabad
4. Deputy Director (Registration) / Assistant Advisor (Monitoring), FTO Sectt., HQ, Islamabad
5. Personal file
6. Office copy

CC: Registrar FTO Secretariat for information