

Authoritative English Text of this Department Notification No. TCP-(B)2-1/2011, (Rules)FP dated 20.9.2011 as required under Clause (3) of Article 348 of the Constitution of India)

GOVERNMENT OF HIMACHAL PRADESH
DEPARTMENT OF TOWN & COUNTRY PLANNING

No. TCP-(B)2-1/2011(Rules)FP Dated Shimla-2 the 20th September,2011

NOTIFICATION

In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with the H.P.Public Service Commission, is pleased to make the following rules further to amend the Himachal Pradesh, Department of Town & Country Planning Ferro Printer, Class-III (Non-Gazetted) Recruitment and Promotion Rules, 2007 notified vide this Department Notification number TCP-(A)3-13/97 dated 13.6.2007, namely:-

Short title and commencement	1(i)	These rules may be called the Himachal Pradesh Town & Country Planning Department, Ferro Printer, Class-III (Non-Gazetted), Recruitment and Promotion (First Amendment) Rules, 2011.
	(ii)	These rules shall come into force from the date of publication in the Rajpatra/e-Gazette, Government of Himachal Pradesh.
Amendment of Annexure-A	2.	In Annexure-"A. to the Himachal Pradesh Town and Country Planning Department, Ferro Printer ,Class-III (Non-Gazetted), Recruitment and Promotion Rules, 2002.
	(i)	For the existing provision against Column No.4 the following shall be substituted, namely:- (i) Pay scale for regular incumbents: .Pay Band-2 "Rs.5910-20200 +Rs.1900/- Grade Pay.
	(ii)	(ii)Emoluments for contract employees:- Rs.7810/- as per details given in Column No.15-A For the existing provision against Column No.10 the following shall be substituted, namely:- "100% by promotion failing which by direct recruitment on a 'regular' basis or by promotion on contract basis, as the

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case may be. The contract employees will get emolument as given in Column 15-A and will be governed by service conditions as specified in the said column.

(iii) For the existing provision against Column No.11 the following shall be substituted, namely:-

By promotion from amongst the Process Server, Peons, Chowkidar-cum-Sweeper, Chainman and Sweeper who have passed Matriculation or its equivalent from a Board of School Education recognized by the Government and who possess 5 years regular service or regular combined with continuous adhoc service in the grade.

(iv) For the existing provision against Column No.15-A the following shall be substituted, namely:-

Notwithstanding anything contained in these Rules, contract appointments to the post will be made subject to the terms and conditions given below:

(I) CONCEPT:

(a) Under this policy the Ferro Printer in the Department of Town & Country Planning, HP 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 extended/renewed.

(b) POST FALLS WITHIN THE PURVIEW OF HPSSSB

The Director, Town & Country Planning Department after obtaining the approval of the Government to fill up the vacant post(s) on contract basis will place the requisition

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with the concerned recruiting agency i.e. H.P. Subordinate Service Selection Board, Hamirpur

(c) The selection will be made in accordance with the eligibility conditions prescribed in these R&P Rules.

(II) CONTRACTUAL EMOLUMENTS :

The Ferro Printer appointed on contract basis will be paid consolidated fixed contractual amount @Rs.7810/- per month.(which shall be equal to minimum of the pay band + grade pay). An amount of ₹ 240/-(3% of the minimum of the pay band + grade pay of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed if contract is extended beyond one year.

(III) APPOINTING/DISCIPLINARY AUTHORITY:

The Director, Town & Country Planning, Himachal Pradesh will be the appointing and disciplinary authority.

(IV) SELECTION PROCESS:

Selection for appointment to the post in the case of Contract Appointment will be made on the basis of viva-voce test or if considered necessary or expedient by a written test or practical test, the standard/syllabus etc. of which will be determined by the concerned recruiting agency i.e. H.P. Subordinate Services Selection Board, Hamirpur.

(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS:

As may be constituted by the concerned recruiting agency i.e. H.P. Subordinate Service Selection Board, Hamirpur from time to time.

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(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.7810/- per month (which shall be equal to minimum of the Pay Band + Grade Pay) The contract appointee will be entitled for increase in contractual amount @ ₹ 240/- (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 the performance/ conduct of the contract appointee is not found satisfactory.

(c) Contract Appointee will be entitled for one day casual leave after putting in one-month service. This leave can be accumulated upto one year. No leave of any other kind is admissible to the contract appointee. He/ She shall not be entitled for Medical Re-imburement & LTC etc. Only maternity leave will be given as per rules.

(d) Unauthorized absence from the duties without the approval of the Controlling Officer shall automatically lead to the termination of the contract. Contract appointee shall not be entitled for contractual amount for the period of absence from duty.

(e) An official appointed on contract basis who has completed five years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.

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(f) Selected candidate will have to submit a certificate of his/her fitness from a Government Registered Medical Practitioner. Women candidate, pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness from an authorized Medical Officer/ Practitioner.

(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 the regular counterpart at the minimum of the 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 appointees. They will be entitled for emoluments etc. as detailed in this Column.

By Order

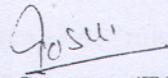
Principal Secretary(TCP)to the
Government of H.P.

Endst.No.TCP-2(B)2-1/2011(Rules)FP Shimla-2 the

20th September,2011

Copy is forwarded to:-

1. The Principal Secretary (Personnel) to the Govt. of H.P.w.r.t.her letter No.Per (AP)-C-B(19)-2/2009 dataed 7.5.2010.
2. The Secretary, H.P.Public Service Commission, Shimla-2 w.r.t.his letter No.1-1/97 PSC-Part dated 10.6.2011.
3. The ALR-cum-Under Secretary (Law) to the Govt. of H.P.
4. The Senior Law Officer (Opinion) Law Deptt.(Hindi) H.P.Secretariat, shimla-2
5. The Director, Town & Country Planning Department, H.P.Shimla-9with 5 spare copies


Under Secretary(TCP)to the
Government of H.P.

Annexure-"B"

Form of contract/agreement to be executed between the Ferro Printer & the Government of Himachal Pradesh through Director H.P. Town & Country Planning Department.

This agreement is made on this day of in the year..... Between Sh/Smt.S/o/D/o Shri.....R/o.....

....., contract appointee (hereinafter called the FIRST PARTY), AND The Governor, Himachal Pradesh through Director Town & Country Planning Department, Himachal Pradesh (here-in-after called the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Ferro Printer on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as Ferro Printer on contract basis for a period of 1 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 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.

2. The contractual amount of the FIRST PARTY will be Rs. 7810/- per month.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good or if a regular incumbent is appointed / posted against the vacancy for which the first party was engaged on contract.
4. Contractual Ferro Printer will be entitled for one day casual leave after putting in one month service. This leave can be accumulated upto one year. No leave of any kind is admissible to the contractual Ferro Printer. He will not be entitled for Medical Reimbursement and LTC etc. Only maternity leave will be given as per rules.
5. Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the contract. A contractual Ferro Printer will not be entitled for contractual amount for the period of absence from duty.

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6. An official appointed on contract basis who have completed five 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 from a Government/Registered Medical Practitioner. In case of women candidates pregnancy beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/ practitioner.

8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his official duties at the same rate as applicable to regular counter-part official at the minimum of 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 WITNESS:

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(Name and Full Address)

(signature of the FIRST PARTY)

2.....
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(Name and Full Address)

IN THE PRESENCE OF WITNESS:

1.....
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(Name and Full Address)

(signature of the SECOND PARTY)

2.....
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(Name and Full Address)

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