

Authoritative English Text of this Department Notification No. TCP-(B)2-2/2010(Rules)F.I., dated 15/2/2011 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)-2/2010(Rules(F.I.) Dated Shimla-2 the ^{15th} February, 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 Field Investigator, Class-III (Non-Gazetted) Recruitment and Promotion Rules, 2002 notified vide this Department Notification number TCP-(A)3-6/97 dated 1.8.2002, namely:-

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|------------------------------|-------|---|
| Short title and commencement | 1.(1) | These rules may be called the Himachal Pradesh Town & Country Planning Department, Field Investigator, Class-III (Non-Gazetted), Recruitment and Promotion (First Amendment) Rules, 2011. |
| | (2) | 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, Field Investigator, Class-III (Non-Gazetted), Recruitment and Promotion Rules, 2002. |
| | (i) | For the existing provision against Column No.2 the following shall be substituted, namely:-
"03 (Three)". |
| | (ii) | For the existing provision against Column No.4 the following shall be substituted, namely:- |

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(i) Pay scale for regular incumbents:

Pay Band-2 "Rs.5910-20200 +Rs.2400/- Grade Pay.

(ii) Emoluments for contract employees:-

Rs.8310/- as per details given in Column No.15-A

(iii) For the existing provision against Column No.10 the following shall be substituted, namely:-

"100% by direct recruitment on a regular basis or by recruitment on contract basis. The contract employees will get emoluments as given in Col.15-A and will be governed by service conditions as specified in the said column."

(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 Field Investigator 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 renewed/extended.

**(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 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 Field Investigator appointed on contract basis will be paid consolidated fixed contractual amount @Rs.8310/-per month.(which shall be equal to minimum of the pay band + grade pay). An amount of ₹ 249-(3% 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.

(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.8310/- 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 @ ₹ 249/- (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 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.

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(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.

(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 their 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 Himachal Pradesh.

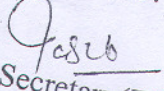
15th February, 2011

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Copy is forwarded to:-

1. The Principal Secretary(Personnel) to the Govt. of H.P.w.r.t.his letter No.Per(AP)- C-B(19)-2/2009 dated 7.5.2010.
2. The Secretary, H.P.Public Service Commission, Shimla-2
3. The Controller, H.P. Printing Stationery Deptt. Shimla-5 for publication in the Extra Ordinary Rajpatra.
4. The ALR-cum-Under Secretary(Law) to the Government of H.P.
5. The Sr. Law Officer,(Opinion) Law Deptt. (Hindi) H.P. Secretariat Shimla-2.
6. The Director, Town & Country Planning Department Shimla-9.


Under Secretary(TCP) to the
Government of Himachal Pradesh.

Annexure-"B"

Form of contract/agreement to be executed between the Field Investigator & 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 Field Investigator on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as Field Investigator 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. 8310/- 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 Field Investigator 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 Field Investigator. 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 Field Investigator will not be entitled for contractual amount for the period of absence from duty.
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:

1.....

 (Name and Full Address)

(signature of the FIRST PARTY)

2.....

 (Name and Full Address)

IN THE PRESENCE OF WITNESS:

1.....

(Name and Full Address)

2.
.....
.....

(Name and Full Address)

(signature of the SECOND PARTY)