

3
-42-
279

Annexure-A
RECRUITMENT AND PROMOTION RULES FOR THE POST OF MALI, CLASS-IV
(NON-GAZETTED) IN THE DEPARTMENT OF FORESTS, H.P.

1. Name of post : Mali.
2. Number of posts : 190 (One hundred and ninety)
3. Classification : Class-IV (Non-Gazetted)
4. Scale of pay : Rs. 2520 -100-3220-110-3660-120-4140 with initial start of Rs. 2620/-.
5. Whether selection or non-selection post. : Non-Selection.
6. Age for direct recruitment : Between 18 and 45 years

Provided that the upper age limit for direct recruits will not be applicable to the candidates already in service of the Government including those who have been appointed on ad hoc or on contract basis.

Provided further that if a candidate appointed on ad hoc basis had become overage on the date when he was appointed as such he shall not be eligible for any relaxation in the prescribed age limit by virtue of his such ad hoc or contract appointment.

Provided further that upper age limit is relaxable for scheduled castes/Scheduled Tribes/Other categories of persons to the extent permissible under the general or special order(s) of the Himachal Pradesh Government.

Provided further that the employees of all the Public Sector Corporation and Autonomous Bodies, who happened to be Government Servants before absorption in Public Sector/Corporation/Autonomous Bodies at the time of initial constitution of such Corporations/Autonomous Bodies, shall be allowed age concession in direct recruitment as admissible to Government servants. This concession will not, however, be admissible to such staff of the Public Sector Corporations/Autonomous Bodies who were/are subsequently appointed by such Corporations/Autonomous Bodies and who are/were finally absorbed in the service of such Corporations/ Autonomous Bodies after initial constitution of the Public Sector Corporations/ Autonomous Bodies.

- (i) Age limit for direct recruitment will be reckoned on the first day of the year in which the post(s) is/are advertised for inviting applications or notified to the Employment Exchanges or as the case may be.
- (ii) Age and experience in the case of direct recruitment relaxable at the discretion of the Recruiting Authority in case the candidate is otherwise well qualified.

ms

7. Minimum Educational & other qualifications required for direct recruits.

a) Essential Qualifications

- i) Should be Primary pass from an institute recognized by the Govt.
- ii) Practical experience of working as a Gardner in any Govt./Semi Govt. Institution.

b) Desirable Qualification

Knowledge of customs, manner and dialects of Himachal Pradesh and suitability for appointment in the peculiar conditions prevailing in the Pradesh.

Age:- Not applicable

Educational Qualification:- Not applicable

8. Whether age and educational qualifications prescribed for direct recruits will apply in case of the promotees.

9. Period of probation, if any

Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and reasons to be recorded in writing.

10. Method of recruitment, whether by direct recruitment or by promotion, deputation, transfer and the percentage of posts, to be filled in by various methods.

100% by direct recruitment or on contract basis failing which by transfer.

11. In case of recruitment by promotion, deputation, transfer, grades from which promotion/ deputation/ transfer is to be made.

By transfer from amongst the incumbents of this post working in the identical pay scale from other Government Departments.

12. If a Departmental Promotion Committee exists, what is its composition?

Not applicable

13. Circumstances under which the H.P.S.C. is to be consulted in making recruitment

Not applicable.

14. Essential requirement for direct recruitment.

A candidate for appointment to any service or post must be a citizen of India.



15.	Selection for appointment to the post by direct recruitment	Selection for appointment to the post in the case of direct recruitment shall be made on the basis of viva-voce test if the recruiting authority, so consider necessary or expedient by a written test or practical test, the standard/syllabus etc. of which, will be determined by the recruiting authority.
15-A	Selection for appointment to the post by contract recruitment.	
		<u>(I) Concept:</u>
		(a) Under this policy, the Mali in Forest Department HP will be engaged on Contract basis initially for one year, which may be extendable for two more years on year to year basis.
		(b) The Conservator of Forests, HP after obtaining approval of the Government to fill up the posts on contract basis will advertise the details of the vacant posts in atleast two leading newspapers and invite applications from candidates having the prescribed qualifications and fulfilling the other eligibility conditions as prescribed in these rules.
		(c) The selection will be made in accordance with the eligibility conditions prescribed in these rules.
		(d) Contract appointees so selected under these rules will not have any right to claim for regularisation or permanent absorption in the Government job.
		<u>II) Contractual Emolument:-</u> The Mali appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. 3780/- PM (which shall be equal to initial of the pay scale + Dearness pay). An amount of Rs. 100/- (equal to annual increase in the pay scale of the post) as per annual increase in contractual emoluments for the second and third years respectively will be allowed if contract is extended beyond one year.
		<u>III) Appointing/Disciplinary Authority:</u> The Conservator of Forests, of concerned Circle will be appointing and disciplinary authority.

		<p>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 authority i.e. Forest Department.</p>
		<p>V) Committee for Selection of Contractual Appointments:- As may be constituted by the concerned recruiting authority i.e. I.L.P. Forest Department from time to time.</p>
		<p>VI) Agreement: After selection of a candidate, he/she shall sign an agreement as per Annexure-'B' appended to these Rules.</p> <p>VII) Terms and Conditions:</p> <p>(a) The contract appointee will be paid fixed contractual amount @ Rs. 3780/- PM (which shall be equal to the initial of the pay scale + Dearness pay). The contract appointee will be entitled for increase in contractual amount @ Rs. 100/- (equal to annual increase in the pay scale) per annum for second and third years respectively and no other allied benefits such as senior/selection scales etc. shall be given.</p> <p>(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.</p>
		<p>(c) Contractual appointment shall not confer any right to incumbent for the regularisation in service at any stage.</p>
		<p>(d) Contract Appointee will be entitled for one day casual leave after putting one month service. This leave can be accumulated up to one year. No leave of any other kind is admissible to the contract appointee. He/She shall not be entitled for medical Re-imbursment and LTC etc. Only maternity leave will be given as per rules.</p>
		<p>(e) Unauthorized absence from the duty 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.</p>
		<p>(f) Transfer of a contract appointee will not be permitted from one place to another in any case.</p>

		(g) 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.
		(h) 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 regular counterpart officials at the minimum of the pay scale.
		<u>VIII) Right to Claim Regular Appointment:</u> The candidate engaged on contract basis under these Rules shall have no right to claim for regularisation/permanent absorption as Mali in the Department at any stage.
	Reservation	The appointment to the service shall be subject to orders regarding reservation in the service for Scheduled Caste/Scheduled Tribe/other Backward Classes/other categories of persons issued by the Himachal Pradesh Government from time to time.
17.	Departmental Examination.	Not applicable
18.	Power to relax.	Where the State Government is of the opinion that it is necessary or expedient to do so, it may, by order for reasons to be recorded in writing relax any of the provisions of these rules with respect to any class or category of person(s) or post(s).

2.

282

Annexure-'B'

Form of contract/agreement to be executed between the Mali and the Government of Himachal Pradesh through _____ (Designation of the Appointing Authority).

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 of Himachal Pradesh through _____ (Designation of the Appointing Authority) Himachal Pradesh (here-in-after the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Mali (Name of the post) on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Mali 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.
2. The contractual amount of the FIRST PARTY will be Rs. 3780/- per month (Which shall be equal to the initial of the pay scale +Dearness pay).
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. The contractual appointment shall not confer any right to the incumbent for the regularization of service at any stage.
5. Contractual Mali 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 Mali. He will not be entitled for Medical Reimbursement and LTC etc. Only maternity leave will be given as per Rules.
6. Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. A contractual Mali will not be entitled for contractual amount for the period of absence from duty.

7. Transfer of a official appointed on contract basis will not be permitted from one place to another in any case.

8. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnant 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.

9. 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 the pay scale.

10. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to 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)

(Signature of the SECOND PARTY)

2. _____

(Name and Full Address)