

(Authoritative English text of this Department Notification No. EDN (TE) A (3) 11/2016, dated:..... as required under article 348 (3) of the Constitution of India)

Government of Himachal Pradesh  
Technical Education, Vocational &  
Industrial Training Department.

No. EDN (TE) A (3) 11/2016, Dated, Shimla-171002, 27/12/2018

"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 Himachal Pradesh Public Service Commission, is pleased to make the following rules to amend the Himachal Pradesh Technical Education, Vocational & Industrial Training Department, Recruitment and Promotion Rules-1987 for the post of Hostel Superintendent-cum-PTI, notified vide this Department notification No. STV (TE) B (2) 4/85-II, dated 15.10.1987, namely:-

Short title and commencement. 1. (1) These rules may be called the Himachal Pradesh Technical Education, Vocational & Industrial Training Department, Recruitment and Promotion Rules, for the post of Hostel Superintendent-cum-PTI, (First Amendment) Rules, 2018.

(2). These rules shall come into force from the date of publication in the Rajparta (e-Gazette), Himachal Pradesh.

Amendment of Annexure-"A" 2. In Annexure-"A" to the Himachal Pradesh Technical Education, Vocational and Industrial Training Department, Recruitment and Promotion Rules-1987 for the post of Hostel Superintendent-cum-PTI, (herein after referred to as the "said rules"),

- 2 -
- 6
- (a) for the existing provisions against the Column No. 4, the following shall be substituted, namely:-

"4 (i) Pay Band for regular incumbent(s):  
₹ 10300-34800+3200 GP

(ii) Emoluments for contract employee(s):

₹ 13500 as per detail given in Col No. 15-A".

- (b) for the existing provisions against the Column No. 9, the following shall be substituted, namely:-

"(i) 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.

(ii) No probation in case of appointment on contract basis, tenure basis, re-employment after superannuation and absorption."

- (c) for the existing provisions against the Column No. 10, the following shall be substituted, namely:-

100% by direct recruitment on regular basis or on contract basis as the case may be."

- (d) for the existing provisions against the Column No. 15, the following shall be substituted, namely:-

"Selection for appointment to the post in the case of direct recruitment shall be made on the basis of merit of written examination followed by evaluation as specified in Appendix-I appended to these rules, or if the Himachal Pradesh Public Service Commission or other recruitment agency/authority, as the case may be, so considers necessary or expedient on the basis of merit of written examination followed by evaluation as specified in Appendix-I appended to these rules, preceded by a screening test (objective type) or practical test or skill test or physical test, the standard/syllabus, etc. of which, will be determined by the Himachal Pradesh Public Service Commission/other recruiting agency/authority, as the case may be."; and

- (e) After the existing Column NO. 15, the following new Column 15-A shall be inserted, namely:-

"15-A Selection for appointment to the post by contract appointment:

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

(I) CONCEPT:

- (a) Under this policy the Hostel Superintendent-cum-PTI in the Department of Technical Education, Vocational & Industrial Training, H.P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis:

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

- (e) An official appointed on contract basis who has completed three 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 candidates pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The women candidates 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 regular counterpart officials at the minimum of 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. The Employees Group Insurance scheme as well as EPF/GPF will also not be applicable to contract appointee(s)".

Addition of Appendix-I and Annexure- 3 After the said rules, the following Appendix-I and Annexure-"B" shall be added, namely:-

<u>"APPENDIX-I</u>		
FOR CLASS-III POST		
<u>WRITTEN TEST</u>		
1	(Percentage of marks obtained in written examination to be calculated out of 85 marks. For example, a candidate getting 50% marks in written examination will be given 42.5 marks).	85 marks
2	<p>Evaluation of candidate to be made in the following manner:-</p> <p>(i) Weightage for the minimum educational qualification prescribed in the Recruitment &amp; promotion Rules.</p> <p style="text-align: right;">= 2.5 Marks</p> <p>(Percentage of marks obtained in the educational qualification would be multiplied by 0.025. For example, an individual has secured 50% marks in the required educational qualification, he/she will be allowed 1.25 marks (50x0.025=1.25)).</p> <p>(ii) Belonging to notified Backward Area or Panchayat, as the case may be.</p> <p style="text-align: right;">= 01 Mark</p>	15 marks

(iii)	Land less family/family having land less than 1 Hectare to be certified by the concerned Revenue Authority.	= 01 Mark
(iv)	Non-employment Certificate to the effect that on one of the family members is in Government/Semi-government service.	=01 Mark
(v)	Differently abled persons with more than 40% impairment/disability/infirmity.	=01 Mark
(vi)	NSS (at least one year/certificate holders in NCC/The Bharat Scout and Guide /Medal winner in National Level sports competitions.	=01 Marks
(vii)	BPL family having annual income (from all sources) below ₹ 40,000/-or as prescribed by the Govt. From time to time.	=02 Marks
(viii)	Widow/divorced/destitute/single woman.	=01 Mark
ix)	Single daughter/Orphan	=01 Mark
x)	Training of atleast 6 months duration related to the post applied for from a recognized University/Institution.	=01 Mark
xi)	Experience up to a maximum of 5 year in govt./Semi-Govt. organization relating to the post of applied for (0.5 marks only for each completed year.)	=2.5 Marks.

ANNEXURE-"B"

Form of contract/ agreement to be executed between the ..... and the Government of Himachal Pradesh through .....

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..... Himachal Pradesh (herein-after called the SECOND PARTY):

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as Hostel Superintendent-cum-PTI on contract basis on the following terms and conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as ..... for a period of one 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-further extension/renewal of contract period the HQD shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed/extended.

2. The contractual amount of the FIRST PARTY will be Rs...../- 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 contract appointee is not found satisfactory.



(iii)	Land less family/family having land less than 1 Hectare to be certified by the concerned Revenue Authority.	
(iv)	Non-employment Certificate to the effect that on one of the family members is in Government/Semi-government service.	= 01 Mark
(v)	Differently abled persons with more than 40% impairment/disability/infirmity.	=01 Mark
(vi)	NSS (at least one year/certificate holders in NCC/The Bharat Scout and Guide /Medal winner in National Level sports competitions.	=01 Mark
(vii)	BPL family having annual income (from all sources) below ₹ 40,000/-or as prescribed by the Govt. From time to time.	=01 Marks
(viii)	Widow/divorced/destitute/single woman.	=02 Marks
ix)	Single daughter/Orphan	=01 Mark
x)	Training of atleast 6 months duration related to the post applied for from a recognized University/Institution.	=01 Mark
xi)	Experience up to a maximum of 5 year in govt./Semi-Govt. organization relating to the post of applied for (0.5 marks only for each completed year.)	=01 Mark
		=2.5 Marks.

# ANNEXURE-"B"

Form of contract/ agreement to be executed between the ..... and the Government of Himachal Pradesh through .....

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..... Himachal Pradesh (hereinafter called the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as Hostel Superintendent-cum-PTI on contract basis on the following terms and conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as ..... for a period of one 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-further extension/renewal of contract period the HOD shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed/extended.
2. The contractual amount of the FIRST PARTY will be Rs...../- 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 contract appointee is not found satisfactory.

4. The contract appointee will be entitled for one day's casual leave after putting one month's service, 10 days' medical leave and 5 days' special leave, in a calendar year. A female contract appointee with less than two surviving children may be granted maternity leave for 180 days'. A female contract appointee shall also be entitled for maternity leave not exceeding 45 days' (irrespective of the number of surviving children) during the entire service, in case of miscarriage including abortion, on production of medical certificate issued by the authorized Government Medical Officer. A contract employee shall not be entitled for medical reimbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Un-availed casual leave, medical leave and special leave can be accumulated up to the calendar year and will not be carried forward for the next calendar year.

5. That Unauthorized absence from the duty without the approval of the Controlling Officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/her control on medical grounds, such period shall not be excluded while considering his/her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time. However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty:

Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.

6. An official appointed on contract basis who has completed three 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 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.
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. That Employees Group Insurance Scheme, 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:

13

1.....

(Name and full address)

(Signature of the SECOND PARTY)

2.....

(Name and full address)

BY ORDER

Manoj Kumar  
Principal Secretary (T.E.) to the  
Government of Himachal Pradesh.

Endst. No. EDN (TE) A (3)11/2016, Dated, Shimla-171002,  
2018

Copy forwarded to:-

1. All Administrative Secretaries to the Govt. of Himachal Pradesh, Shimla-02.
2. The Secretary, H.P. Public Service Commission, Shimla -02 along with 02 copies.
3. The Addl. L.R-cum-Addl Secretary Law(0) to the Govt. of Himachal Pradesh Shimla-171-002.
4. The Director, Technical Education, Vocational & Industrial Training, H.P. Sundernagar, Distt. Mandi-1714401.
5. Guard file.



(Paramjit Thakur)  
Deputy Secretary (TE) to the  
Govt. of Himachal Pradesh