

Authoritative English Text of H.P. Government Notification
No. Agr. A-3-(3)/05 dated 15-2-07 as required under clause (3) of
Article 348 of the constitution of India

Government of Himachal Pradesh
Department of Agriculture.

Dated Shimla

NOTIFICATION

The Governor of Himachal Pradesh, in exercise of
the powers conferred by proviso to Article 309 of the constitution of
India, is Pleased to make the Recruitment and Promotion Rules for the
post of Beldar, Class-IV (Non-Gazetted) in the Department of
Agriculture, H.P. as per Annexure "A" attached to this notification,
namely:-

Short title and Commencement

- I (i) These rules may be called the
Himachal Pradesh Agriculture
Department, Beldar Class-IV (Non-
Gazetted) Recruitment and
promotion Rules, 2006
- (ii) These rules shall come into force from
the date of publication in the Rajprta,
Himachal Pradesh.

Repeal and saving

2. (i) The Himachal Pradesh Agricultural
Class-IV Service (Recruitment,
promotion and certain conditions of
service) Rules, 1973 notified vide this
Department Notification No. 16-
10/73-Agr (Sectt) dated 30.11.73 are
hereby repealed to the extent these
pertain to the post of Beldar.
- (ii) Notwithstanding such repeal, any
appointment made or anything done

or any action taken under the rules so repealed under sub-rule (i) supra shall be deemed to have been validly made or done or taken under these rules.

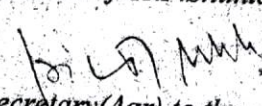
By Order

Pr. Secretary (Agr) to the
Government of Himachal Pradesh
Dated Shimla-2

15-2-8

Endst No. as above
Copy forwarded to :-

1. All the Administrative Secretaries to the Govt. of H.P.
2. All the Heads of Departments in H.P.
3. Director of Agriculture, Shimla-5 (with 5 spare copies)
4. Controller, Printing and Stationery, H.P. Shimla-5 for publication in the Rajptra (Extra-Ordinary). A copy of the Rajptra may kindly be supplied to this Department for record.
5. Deputy Legal Remembrancer to the Govt. of H.P. Shimla-2
6. 150 spare copies.


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

ANNEXURE

RECRUITMENT AND PROMOTION RULES FOR THE POST OF
BELDAR (NON GAZETTED) CLASS- IV IN THE DEPARTMENT
OF AGRICULTURE HIMACHAL PRADESH

1	Name Of the post	Beldar
2	Number of posts	469 (Four Hundred sixty nine)
3	Classification:	Class-IV (Non Gazetted)
4	Scale of pay	2520-100-3220-110-3660-120-4140 (with initial start of Rs.2020/-)
5	Whether selection post or non-selection post	Non - Selection
6	Age for direct recruitment	Between 18 & 45 years

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

Provided further that if a candidate appointed on adhoc 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 adhoc or contract appointment.

Provided further that upper age limit of relaxation 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 Corporations and Autonomous Bodies who happened to be Govt. servants before absorption in Public Sector Corporation/Autonomous Bodies at the time of initial constitutions of such Corporations/Autonomous Bodies shall be allowed age concession in direct recruitment as admissible to Govt. servants. This concession will not, however, be admissible to such staff of the Public Sector Corporation/Autonomous Bodies who were subsequently appointed by such corporation/Autonomous Bodies and who were finally absorbed in the service of such corporations/Autonomous Bodies after initial constitutions 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 posts(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 relax-able at the discretion of the recruiting authority in case the candidate is otherwise well qualified.
7. Minimum Educational & other qualifications required for direct recruitment
- a) ESSENTIAL. Should be able to read and write Hindi and English and having sound physique
- b) DESIRABLE QUALIFICATION
Knowledge of customs, manners and dialects of H.P. and suitability for appointment in the peculiar condition prevailing in the Pradesh.
8. Whether age and educational qualifications prescribed for direct recruits will apply in the case of the promotees
- I) AGE N.A.
- II) EDUCATIONAL QUALIFICATION N.A.
9. Period of probation, if any:
- Two years subject to such further extension for 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 post(s) to be filled in by various methods.
- 100 percent by direct recruitment
- OR
- On Contract Basis
11. In case of recruitment by promotion, deputation, transfer, grades from which promotion/deputation/transfer is to be made:
- N.A.
12. If a Departmental Promotion Committee exists, what is its composition:
- N.A.
13. Circumstances under which the HPPSC to be consulted in making recruitment
- N.A.

14 Essential requirement for a direct recruitment A candidate for appointment to any service or post must be a citizen of India

15 Selection for appointment to 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 or recruiting authorities or practical test the standard of which will be determined by the recruiting authority as the case may be.

15-A Selection for appointment to the post on contract basis.

(I) CONCEPT:

- (a) Under this policy the Baidar in the Department of Agriculture, H.P. will be engaged on contract basis initially for one year, which may be extendable on year-to-year basis for two more years.
- (b) The candidates will be selected by advertising the vacant post by the Head of the Department through Employment Exchange and at least in two leading newspapers.
- (c) The selection will be made in accordance with the eligibility conditions prescribed in these Rules.
- (d) Contract appointee so selected under these Rules will not have any right to claim regularisation or permanent absorption on the said post.

(II) EMOLUMENT PAYABLE:

Consolidated amount Rs. 3930/- P.M. will be paid which shall be equal to initial of the pay scale (earnings pay). He will be entitled for annual increase in contractual amount of Rs. 100/- P.A. for second and third year respectively and no other allied benefits such as senior selection scale etc.

(III) APPOINTING/DISCIPLINARY AUTHORITY:

Director of Agriculture, H.P. will be the appointing and disciplinary authority.

(IV) SELECTION PROCESS:

Selection for appointment to the post in case of Contract Appointment will be made on the basis of viva-voce test or if considered necessary practical test. The Selection Committee will determine the standard syllabus etc.

(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS

It may be constituted by the competent authority from time to time.

(VI) AGREEMENT:

After selection of candidate, he/She shall sign an agreement as per annexure-B appended to these rules.

(VII) TERMS AND CONDITIONS:

- (a) The Contract appointee will be paid fixed Contractual amount Rs. 1930/- (which shall be equal to initial of the pay scale + Dearness pay). He will be entitled annual increase in contractual amount of Rs 100/- Per annum for second and year respectively and no other allied benefits such as senior selection scale etc.
- (b) The services of the Contract appointee will be purely on temporary basis. Appointment is liable to be terminated in case the performance conduct of Contract appointee is not found good.
- (c) Contract appointee shall not confer any right to incumbent for the regularization in service at any stage.
- (d) Contract appointee will be entitled for one-day casual leave after putting month service. This leave can be accumulated upto one year. No leave of other kind is admissible to the contract appointee. He/She shall not be entitled Medical Reimbursement & LTC etc. Only Maternity Leave will be given as per rules in respect of female candidate.
- (e) Unauthorized absence from the duties without the approval of the Competent Authority 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.
- (f) Transfer of Contract appointee will not be permitted from one place to another in any case.
- (g) Selected candidate will have to submit a certificate of his/her fitness from Govt. Registered Medical Practitioner. Women candidate pregnant beyond 28 weeks will be treated temporarily unfit till the confinement is over. The woman candidate will be re-examined for the fitness from an authorized Medical Officer/Practitioner.
- (h) Contract appointee will be entitled to TADA if required to go on to vacation with his/her official duties at the same rate as applicable to Regular Employees.

(VIII) RIGHT TO CLAIM REGULAR APPOINTMENT

The Candidate engaged on contract basis under these rules shall have no right to claim for regularization/permanent absorption as Beldar in the Deptt. at any stage.

16. Reservation

The appointment to the service shall be subject to orders regarding reservation in the reserved/scheduled Tribes/Backward Classes Categories of persons issued by the H.P. from time to time.

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17. Departmental Examination

N.A

18. Powers to Relax

Where the State Govt. 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 persons or posts.

Annexure-B

**DRAFT FORM OF CONTRACT/AGREEMENT TO BE EXECUTED
BETWEEN BELDAR ON CONTRACTUAL BASIS AND THE GOVT.
OF H.P. THROUGH THE DIRECTOR OF AGRICULTURE, H.P.**

(TO BE EXECUTED ON STAMPED PAPER OF Rs.5)

This agreement is made on this _____ day of _____ in the year _____
Between Miss/Smt./Sh. _____
S/O _____ R/O _____

(Contract appointee) hereinafter called the "first party" and the Complete address
Governor of Himachal Pradesh through the Director of Agriculture Shimla - 5
being Head of Department (hereinafter called the "Second Party").

Whereas the second party has engaged the first party and the said first party on contract basis has agreed to serve as Class-IV on the following terms and conditions:-

1. That first party shall remain in the service of the second party as Beldar on contract for a period of one year commencing on the day of _____ and ending in the day of _____. It is specifically mentioned and agreed upon by both the parties that the contract of first party with second party shall ipso facto stand terminated on the last working days i.e. on _____ and no termination notice shall be necessary for the purpose.
2. During the period of contract, the appointee will be given fixed Contractual Amount of Rs. 3930/-PM. He will be entitled to annual increase in contractual amount @ Rs 100/- per annum for second and third year respectively if the contract is extended beyond one year and no other allied benefits such as senior selection scale etc.
3. The appointment will be for a period of one year on contract basis and the contract shall stand terminated automatically on the expiry of period of one year from the date of issue of the memorandum.
4. The contractual appointment shall be for a specific place. After the expiry of the period of one year, in case, the contract is to be renewed, the incumbent can be posted at some other place on the basis of terms and conditions on a fresh contract.

5. During the period of one year specified in the contract, service can be terminated on either side by giving one month's notice or one month's Contractual Amount in lieu thereof.
6. Contractual appointee shall be entitled for one-day casual leave after completion of one month, but shall not be entitled for any kind of other leave gratuity/leave encashment etc. on completion of contract period.
7. The contract appointee will not be entitled for any benefit of ~~the~~ specified in the contract.
8. The contract appointee will be entitled for TA/DA at par with regular incumbent at the minimum of basic pay of the scale for the post of Beldar.
9. No. TA/DA will be given to the contract appointee for joining the contract service.
10. The contract appointee (She) will be entitled for the maternity leave as per provision of the maternity benefit Act.
11. The contract appointee will be further subject to the production of the following certificate:-
 - a. Certificate of Medical fitness from the Chief Medical Officer concerned at the place of posting.
 - b. The appointee (s) shall have to produce the original certificate of educational and other technical qualification at the time of his/her joining duties.
 - c. Certificate of age alongwith a copy of educational qualification certificate.
 - d. Character certificate from a Magistrate or Gazetted Officer to whom the candidate may be known for the last three years.
 - e. Certificate of bonafide resident of H.P.
 - f. Certificate of SC/ST and OBC, if any, if the appointee(s) ~~accept~~ the offer of appointment on the above terms and conditions. He/She after having been declared as medically fit by Chief Medical Officer concerned should report for duties at the respective place of his/her posting within 20 days failing which the offer of appointment issued will be treated as cancelled.

In Witness the first party and the second party have herein set their hands the day ----- month----- and year----- above write in the presence of Witness.

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Signature by the first party

1. _____

2. _____

(Signature of the first party)

Name and Full Address of the Witness:-

Signed by-_____

Second Party 1. _____

In the presence of 2. _____

(Signature of the second party)

Name and full address of the witness-_____
