

(Authoritative English text of this department's Notification No. Home-B(B)3-7/95-Fire dated 16-08-2005 as required under clause (3) of article 348 of the Constitution of India.)

Government of Himachal Pradesh
Department of Home

No. Home-B(B)3-7/95-Fire

Dated Shimla-2 the

22-6-2017

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 Recruitment and Promotion Rules for the post of Driver-cum-Pump Operator, Class-III (Non-Gazetted) in the Department of Fire Services, Himachal Pradesh, as per Annexure –“A” attached to this notification, namely:-

Short title and commencement. 1.

(1) These rules may be called the Himachal Pradesh, Fire Services Department, Driver-cum-Pump operator Class-III, (Non-Gazetted), Recruitment and Promotion Rules, 2017.

(2) These rules shall come into force from date of publication in the Rajpatra, Himachal Pradesh.

Repeal and Savings.

2.

(1) The Department of Home Guards, Civil Defence and Fire Services, Driver-cum-Pump Operator, Class-III (Non-Gazetted) Non Ministerial Services, Recruitment and Promotion Rules, 2005 notified vide notification Home-B(B)3-7/95 dated 16-08-2005 as amended from time to time are hereby repealed.

- 2) Notwithstanding such repeal, any appointment made or anything done or any action taken under the relevant rules so repealed under rule, 2 (1) supra shall be deemed to have been validly made, done or taken under these rules.

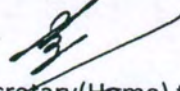
By Order

Principal Secretary(Home) to the
Government of Himachal Pradesh.

No. Home- Home-B(B)3-1/95-Fire Dated Shimla-2, the 22-6-2017

Copy forwarded to :-

1. All the Administrative Secretaries to the Government of Himachal Pradesh.
2. The Secretary, Himachal Pradesh Public Service Commission, Shimla-2 along with 2 spare copies.
3. The Director General, Home Guards, Civil Defence & Fire Services, Himachal Pradesh, Shimla-1 for information and necessary action with 5 spare copies.
4. The Controller, Printing & Stationery, Himachal Pradesh, Shimla-5
5. The Deputy Legal Remembrance-cum-Dy. Secy. (Law) to the Government of Himachal Pradesh, Shimla-2.
6. Guard file.


Special Secretary(Home) to the
Government of Himachal Pradesh.

ANNEXURE "A"

**RECRUITMENT AND PROMOTION RULES FOR THE POST OF
DRIVER-CUM-PUMP OPERATOR CLASS-III (NON-GAZETTED) IN
THE DEPARTMENT OF FIRE SERVICES, HIMACHAL PRADESH.**

1.	Name of post :	Driver-cum-Pump Operator.
2.	Number of post:	157 (One Hundred Fifty Seven) .
3.	Classification:	Class-III(Non Gazetted), (Non Ministerial)
4.	Scale of pay:	(i) Pay Band for regular incumbents(s): Rs.5910-20200+Rs.2400/-Grade Pay (ii) Emolument for Contract Employee(s):Rs.8310/- as per details given in Column No.15-A.
5.	Whether selection post or non-selection post:	Not applicable
6.	Age for direct recruitment:	Between 18 to 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 he/she was appointed as such he/she shall not be eligible for any relaxation in the prescribed age limit by virtue of his/her such ad-hoc or contract appointment:

Provided further that upper age limit is relaxable for scheduled Castes/Scheduled Tribes/ Other Backward Classes and 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 Government Servants before absorption in Public Sector Corporations/Autonomous Bodies at the time of initial constitutions 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/Cooperations Autonomous Bodies who were/are subsequently appointed by such Corporation/Autonomous Bodies and who are/were finally absorbed in the service of such Corporations/Autonomous Bodies after initial constitution of the Public Sector Corporation/Autonomous Bodies.

Note: Age limit for direct recruitment will be reckoned from 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.

7.	Minimum educational qualification and other qualifications required for direct recruit(s)	<p>a) <u>ESSENTIAL QUALIFICATIONS :</u></p> <p>(i) Should have passed Matriculation Examination from a recognized Board/Institution.</p> <p style="text-align: center;">OR</p> <p>Should possess Army Special Certificate.</p> <p>(ii) Must possess valid driving license for the plying of heavy and light vehicles in the Hilly Terrains.</p> <p>(iii) Should also possess 5 years experience in hill driving.</p> <p>(iv) <u>Minimum Physical Standard:</u> Height-163 cms. Chest-80 cms with expansion upto 85 cms Weight-52 kg. Eyesight-6/6 without glasses.</p> <p>b) <u>DESIRABLE QUALIFICATION(s):</u> Knowledge of customs, manners and dialects of Himachal Pradesh and suitability for appointment in the peculiar conditions prevailing in the Pradesh.</p>
8.	Whether age and educational qualifications prescribed for direct recruits will apply in the case of the promotee(s)	Age : Not Applicable Educational Qualification : Not Applicable
9.	Period of probation, if any :	<p>a) 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.</p> <p>(b) No probation in the case of appointment on contract basis, tenure basis, re-employment</p>

		after superannuation and absorption.
10.	Method of recruitment, whether by direct recruitment or by promotion/secondment transfer and the percentage of post(s) to be filled in by various methods:	100% by direct recruitment on regular basis or by recruitment on contract basis, as the case may be, failing which on secondment basis.
11	In case of recruitment by promotion/ secondment / transfer, grades from which promotion/ secondment/ transfer is to be made:	On secondment basis from amongst the incumbents of the post working in the identical pay scale from other Himachal Pradesh Government departments.
12.	If a Departmental Promotion Committee exists, what is its composition?	a) Departmental Promotion Committee: Not Applicable b) Departmental Confirmation Committee :- As may be constituted by the Government from time to time .
13.	Circumstances under which the Himachal Pradesh Public Service Commission is to be consulted in making recruitments:	As required under the Law.
14.	Essential requirements for a direct recruitment:	A candidate for appointment to any service or post must be 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 interview/personality test, if the Himachal Pradesh Public Service Commission or other recruiting/authority as the case may be, so consider necessary or expedient on the base of interview/personality test preceded by a screening test (objective Type)/written test or practical test or physical

		<p>test, the standard/ syllabus etc. of which, will be determined by the Commission/other recruiting agency/authority, as the case may be.</p>
<p>15- A</p>	<p>Selection for appointment to the post by contract appointment:</p>	<p>Notwithstanding anything contained in these rules, contract appointments to the post will be made subject to the terms and conditions given below:-</p> <p><u>(I) CONCEPT:</u></p> <p>(a) Under this policy the Driver-cum- Pump Operator in the Department of Fire Services, Himachal Pradesh will be engaged on contract basis initially for one year, which may be extendable on year to year basis:</p> <p>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.</p> <p>(b) <u>POST FALLS OUT OF THE PURVIEW OF HPPSC/HPSSC:</u></p> <p>The Head of department/appointing authority after obtaining the approval of the Government to fill up the vacant posts on contract basis will advertise the details of the vacant posts in at least two leading news papers and invite application from candidates having the prescribed qualification and fulfilling the other eligibility conditions as prescribed in these rules.</p> <p>(c) The selection will be made in accordance with the eligibility conditions prescribed in these Recruitment and Promotion Rules.</p> <p><u>(II) CONTRACTUAL EMOLUMENTS:</u></p> <p>The Driver-cum- Pump</p>

Operator appointed on contract basis will be paid consolidated fixed amount @ Rs.8310/-P.M. (which shall be equal to minimum of the pay band +grade pay). An amount of Rs. 249/- 3% of the minimum of 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, Fire Services, Himachal Pradesh, will be appointing and disciplinary authority .

(IV) SELECTION PROCESS:

Selection for appointment to the post in the case of contract appointment shall be made on the basis of interview/personality test or if considered necessary or expedient on the basis of interview/personality test preceded by a screening test(objective type)/ written test or practical test or physical test, the standard/syllabus etc. of which, will be determined by the concerned recruiting authority.

(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS:

As may be constituted by the concerned recruiting authority i.e. Head of the Department 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. 8,310/- P.M/- (which shall be equal to minimum of the pay band +grade pay). The contract Appointee will be entitled for increase in contractual amount Rs.249/- (3 % of the minimum of 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) The contract appointee will be entitled for one day's casual leave after putting one month's service. However, the contract appointee will also be entitled for 135 days' maternity leave, 10 days Medical Leave and 5 days Special Leave. 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. He/she shall not be entitled for Medical Reimbursement and LTC etc. No leave of any other kind, except above, is admissible to the contract appointee:

Provided that the un-availed Casual Leave, Medical Leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next Calendar Year.

(d) 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 unauthorized 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 authorities in this regard well in time.

		<p>However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty :</p> <p>Provided that he/she shall submit the certificate of illness/fitness issued by the Medical Officer, as per prevailing instructions of the Government.</p> <p>(e) An official appointed on contract basis, shall be eligible for consideration for transfer after completion of three years of service on need basis and against vacant posts or wherever required on administrative grounds.</p> <p>(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 candidate will be re-examined for fitness from an authorized Medical Officer/Practitioner.</p> <p>(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 official at the minimum of pay scale.</p> <p>(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).</p>
16.	Reservation:	The appointment to the service shall be subject to orders regarding reservation in the service for Scheduled Caste/Scheduled Tribes/Other Backward Classes/Other Categories of persons issued by the Himachal Pradesh Government from time to time.
17.	Departmental Examination:	Not applicable.

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 and in consultation with the Himachal Pradesh Public Service Commission relax any of the provisions of these rules with respect to any class or category of person(s) or posts(s)
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ANNEXURE-'B'

FORM OF CONTRACT/ AGREEMENT TO BE EXECUTED BETWEEN THE DRIVER-CUM-PUMP OPERATOR AND THE GOVERNMENT OF HIMACHAL PRADESH, THROUGH----- (DESIGNATION OF THE APPOINTING AUTHORITY).

This agreement is made on thisday of In the year.....Between Sh./Smt.....Contract appointee (hereinafter called the "FIRST PARTY") AND THE GOVERNOR, HIMACHAL PRADESH, THROUGH THE DIRECTOR, FIRE SERVICES, HIMACHAL PRADESH, SHIMLA (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 DRIVER-CUM-PUMP OPERATOR on contract basis on the following terms and conditions:-

1 That the "FIRST PARTY" shall remain in the service of the "SECOND PARTY" as a Driver-cum-Pump Operator for a period of 1 (one) year commencing on day ofand ending on the day ofIt 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. onand 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 Rs8310/-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 satisfactory.

4. Contractual DRIVER-CUM-PUMP OPERATOR will be entitled for one day's casual leave after putting in one month service. However, the contract employee will also be entitled for 135 days maternity leave, 10 days medical leave and 5 days special leave. 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. He/She shall not be entitled for medical re-imburement and LTC etc.No. leave on any other kind except above is admissible to the contract appointee:

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

5. 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 unauthorized absence from the duty were beyond his control on medical ground, such period shall not be excluded while considering his 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 the period of absence from duty:

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

6. An official appointed on contract basis who have 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 fitness from a Government/ Registered Medical Practitioner. Women candidate pregnant beyond Twelve weeks will stand temporary unfit till the confinement is over. The Women candidate shall 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 counterpart official at the minimum of pay scale.

9. 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 here in to set their hands the day month and year first, above written.

IN THE PRESENCE OF WITNESS:

1. _____

(Signature of the FIRST PARTY)

(Name and full Address)

2. _____

(Name and full Address)

IN THE PRESENCE OF WITNESS (Signature of the SECOND PARTY)

1. _____

(Name and full Address)

2. _____

(Name and full Address)