

Authoritative English Text of this Department Notification No. Fish- A (3)-9/2005 dated _____ as required under Clause (3) of article 348 of the Constitution of India)

GOVERNMENT OF HIMACHAL PRADESH
DEPARTMENT OF FISHERIES

No. Fish-A (3)-9/2005

Dated Shimla-2 the

2021

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 Motor Boat Driver, Class-III (Non-Gazetted) in the Department of Fisheries, 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, Department of Fisheries, Motor Boat Driver, Class-III (Non-Gazetted) Recruitment and Promotion Rules, 2021. |
| | (2) | These rules shall come into force from the date of publication in the Rajpatra (e-Gazette) of Himachal Pradesh. |
| Repeal and savings | 2.(1) | The Himachal Pradesh, Fisheries Department, Motor Boat Driver, Class-III (Non-Gazetted) Recruitment & Promotion Rules, 2009 notified vide this Department Notification No. Fish-A (3)-9/2005, dated 09/10/2009 and as amended from time to time are hereby repealed.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| | (2) | Notwithstanding such repeal, any appointment made or anything done or any action taken under the rules so repealed under rule 2(1) supra shall be deemed to have been validly made, done or taken under the corresponding provisions of these rules. |

By Order
(Nisha Singh)
Addl.Chief Secretary (Fisheries) to the
Government of Himachal Pradesh.

: 2 :

Endst. No. Fish-A (3)-9/ 2005

Dated: Shimla-2,

23rd April, 2021

1. The Addl. LR-cum- Addl. Secretary (Law- opinion) to the Government of H.P., Shimla-2.
2. The Accountant General, Himachal Pradesh, Shimla-3.
3. The Controller, Printing & Stationery Department, H.P., Shimla-5 for publication in the H.P. Rajpatra
4. The Director-cum-Warden of Fisheries, Himachal Pradesh, Bilaspur- 174001 with 10 spare copies.

(Urmna Gupta)

Deputy Secretary (Fisheries) to the
Government of Himachal Pradesh.

RECRUITMENT AND PROMOTION RULES FOR THE POST OF MOTOR BOAT DRIVER, CLASS-III (NON-GAZETTED) IN THE DEPARTMENT OF FISHERIES, HIMACHAL PRADESH.

- | | | |
|--|---|---|
| 1. Name of Post | : | Motor Boat Driver |
| 2. Number of Post(s) | : | 04 (Four) |
| 3. Classification | : | Class-III (Non- Gazetted) |
| 4. Scale of Pay | : | (I) Pay Band for regular incumbents(s):
Rs. 5910 + Rs.20200 Grade Pay
Rs. 1900/-. |
| | | (II) Emoluments for Contract Employee(s):
Rs. 7810/- P.M.as per details given in
Col. No. 15-A. |
| 5. Whether "Selection post or "Non-Selection" post | : | Non Selection. |
| 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 adhoc or on contract basis :

Provided further that if a candidate appointed on adhoc basis or on contract basis had become over-age 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 adhoc or contract appointment :

Provided further that upper age limit is relaxable for Scheduled Castes/Scheduled Tribes/Other Backward Classes and Other categories of person 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 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 who are/were finally absorbed in the service of such Corporations/Autonomous after initial constitution of the Public Sector Corporations/Autonomous Bodies.

Note: 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 Exchange, or as the case may be.

7 Minimum Educational and other qualifications required for direct recruit(s):

a) **ESSENTIAL QUALIFICATION(S):**

Certificate of Driving and Maintenance of Marine Engine Boat from a recognized University/ Institution.

OR

Must possess a valid Driving License of Motor Boat from the registering authority and knowledge of maintenance of Motor Boat Engine :

Provided that the candidate must have passed matriculation and 10+2 from any School/ Institution situated within Himachal Pradesh :

Provided further that this condition shall not apply to Bonafide Himachalis.

b) **DESIRABLE QUALIFICATION(S):**

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

8. Whether age and educational qualification(s) prescribed for direct recruit(s) will apply in the case of the promotee(s):

Age : Not applicable

Educational Qualification(s): Not applicable

9. Period of probation, if any: **i) Direct Recruitment/ Promotion :**
- (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.
- (b) No probation in case of appointment on contract basis, tenure basis, re-employment after superannuation and absorption.
10. Method(s) 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 a regular basis or by recruitment on contract basis, as the case may be.
11. In case of recruitment by promotion/ secondment/ transfer, grade(s) from which promotion/ secondment/ transfer is to be made: Not applicable.
12. If a Departmental/ Confirmation 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 (HPPSC) is to be consulted in making recruitment: As required under the Law.
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 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

recruiting 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 recruitment agency/ authority, as the case may be.

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

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 Motor Boat Driver in Department of Fisheries, H.P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis.

Provided that for further 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 the period of contract is to be renewed/extended.

(b) POST FALLS WITHIN THE PURVIEW OF HPSSC:

The Director, Fisheries, H.P. 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. Staff Selection Commission.

- (c) The selection will be made in accordance with the eligibility conditions as prescribed in these Rules.

(II) CONTRACTUAL EMOLUMENTS :

The Motor Boat Driver on contract basis will be paid consolidated fixed contractual amount @ Rs. 7810/- P.M.(which shall be equal to minimum of pay band+Grade pay). An amount of Rs. 234/-(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 of Fisheries H.P. 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 merit of written examination followed by evaluation as specified in Appendix-I appended to these rules, or if considered 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 concerned recruiting agency i.e. Himachal Pradesh Staff Selection Commission Hamirpur/ other recruiting agency/ Authority, as the case may be.

(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS:-

As may be constituted by the concerned recruiting agency i.e. Himachal Pradesh Staff Selection Commission, Hamirpur.

(VI) AGREEMENT :

After selection of a candidate, he/she shall sign an agreement as per Appendix- II appended to these Rules.

(VII) TERMS AND CONDITIONS:

- (a) The contractual appointee will be paid fixed contractual amount @ Rs.7810/- 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. 234/- (3% 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. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, within a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.

- (C) 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 re-imburement 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 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 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.

- (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 issued by a Medical Board in the case of a Gezettered Government servant and by Government Medical Officer in the case of a Non-Gazettered Government servant. In case of women candidates who are to be appointed against posts carrying hazardous nature of duties, and in case they have to complete a period of training as a condition of service, such woman candidate, who as a result of tests is found to be pregnant of twelve weeks' standing or more shall be declared temporarily unfit and her appointment shall be held in abeyance until the confinement is over. Such woman candidate be re-examined for medical fitness six weeks after the date of confinement, and if she is found fit on production of medical fitness certificate from the authority as specified above, she may be appointed to the post kept reserved for her.

- (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 counter part 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).

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 HP 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 and in consultation with the Himachal Pradesh Public Service Commission, relax any of the provision(s) of these Rules with respect to any Class or Category of person(s) or post(s).



APPENDIX-I

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1.	<u>WRITTEN TEST</u>	85 marks																																	
	[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].																																		
2.	Evaluation of candidate to be made in the following manner) :-																																		
	<table border="1"> <tbody> <tr> <td>i)</td> <td>Weightage for the minimum educational qualification, prescribed in the Recruitment & Promotion Rules [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 (50×0.025= 1.25)]</td> <td>=2.5 Marks</td> </tr> <tr> <td>ii)</td> <td>Belonging to notified Backward Area or Panchayat, as the case may be.</td> <td>=01 Mark</td> </tr> <tr> <td>iii)</td> <td>Land less family/ family having land less than 1 Hectare to be certified by the concerned Revenue Authority.</td> <td>=01 Mark</td> </tr> <tr> <td>iv)</td> <td>Non-employment Certificate to the effect that none of the family members is in Government/ Semi-Government service</td> <td>=01 Mark</td> </tr> <tr> <td>v)</td> <td>Differently abled persons with more than 40% impairment/ disability/infirmity.</td> <td>=01 Mark</td> </tr> <tr> <td>vi)</td> <td>NSS (atleast one year)/ certificate holders in NCC/The Bharat Scout and Guide/ Medal winner in National Level sports competitions.</td> <td>=01 Mark</td> </tr> <tr> <td>vii)</td> <td>BPL family having annual income (from all sources) below Rs.40,000/- or as prescribed by the Govt. from time to time.</td> <td>=02 Marks</td> </tr> <tr> <td>viii)</td> <td>Widow/divorced/destitute/ single woman.</td> <td>=01 Mark</td> </tr> <tr> <td>ix)</td> <td>Single daughter/ Orphan</td> <td>=01Mark</td> </tr> <tr> <td>x)</td> <td>Training of atleast 6 months duration related to the post applied for from a recognized University/ Institution.</td> <td>=01 Mark</td> </tr> <tr> <td>xi)</td> <td>Experience upto a maximum of 5 years in Govt./Semi-Govt. Organization relating to the post applied for (0.5 marks only for each completed year)</td> <td>=2.5 Marks</td> </tr> </tbody> </table>	i)	Weightage for the minimum educational qualification, prescribed in the Recruitment & Promotion Rules [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 (50×0.025= 1.25)]	=2.5 Marks	ii)	Belonging to notified Backward Area or Panchayat, as the case may be.	=01 Mark	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 none 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 (atleast 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 Rs.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	=01Mark	x)	Training of atleast 6 months duration related to the post applied for from a recognized University/ Institution.	=01 Mark	xi)	Experience upto a maximum of 5 years in Govt./Semi-Govt. Organization relating to the post applied for (0.5 marks only for each completed year)	=2.5 Marks	15 marks
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Form of contract/agreement to be executed between the Motor Boat Driver and the Government of Himachal Pradesh through Director-cum-Warden of Fisheries, Fisheries Department.

This agreement is made on this-----day of -----in the year.....Between -
Sh/Smt./Km.....S/o/D/o.....Shri.....R/o.....

.....contract appointee (hereinafter called the FIRST PARTY), AND The Governor, Himachal Pradesh through Director, Fisheries, Himachal Pradesh (here-in-after called the SECOND PARTY) The Second Party has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a **Motor Boat Driver** on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a **Motor Boat Driver** 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 the extension/renewal of contract period the HOD will 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 contract amount of the FIRST PARTY will be Rs. 7,810/- P.M.

3. 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. In case the contract appointee is not satisfied with the termination orders issued by the Appointing Authority, he/she may prefer an appeal before the Appellate Authority who shall be higher in rank to the Appointing Authority, with in a period of 45 days, from the date on which a copy of termination orders is delivered to him/her.

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 re-imburement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

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

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- 8. Contract appointee shall 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 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 WITNESSES :

1.

(Name and Full address)

(Signature of the FIRST PARTY)

2.

(Name and Full address)

(Signature of the SECOND PARTY)