



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, शनिवार, 22 सितम्बर, 2007 / 1 आश्विन, 1929

हिमाचल प्रदेश सरकार

सूचना प्रौद्योगिकी विभाग

अधिसूचना

शिमला-2, 30 अगस्त, 2007

संख्या:आई0टी0-ए(3)-3 / 2005.—हिमाचल प्रदेश के राज्यपाल, भारत के संविधान के अनुच्छेद-309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल प्रदेश, सूचना प्रौद्योगिकी विभाग में चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर), वर्ग-IV (अराजपत्रित) लिपिक वर्गीय सेवाएं के पद के लिए इस अधिसूचना से संलग्न उपाबन्ध 'क' के अनुसार भर्ती और प्रोन्नति नियम बनाते हैं, अर्थात्:-

1. संक्षिप्त नाम और प्रारम्भ.—1. इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश सूचना प्रौद्योगिकी विभाग चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर), वर्ग-IV (अराजपत्रित) लिपिक वर्गीय सेवाएं भर्ती और प्रोन्नति नियम, 2007 है।

2. ये नियम राजपत्र, हिमाचल प्रदेश में प्रकाशित किए जाने की तारीख से प्रवृत्त होंगे।

आदेश द्वारा,
हस्ता/—
सचिव (सूचना प्रौद्योगिकी)।

उपाबन्ध 'क'

हिमाचल प्रदेश सूचना प्रौद्योगिकी विभाग में चपरासी /चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) वर्ग-IV (अराजपत्रित) के पद के लिए भर्ती और प्रोन्नति नियम

1. पद का नाम : चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर)
2. पदों की संख्या : '05 (पांच)'
3. वर्गीकरण : 'वर्ग-IV (अराजपत्रित) लिपिक वर्गीय सेवाएं।
4. वेतनमान : '2520-100-3120- 110-3660-120-4140' रूपए (विस्तृत रूप में अंकित करें) (प्रारम्भिक आरम्भ 2620/- रूपए के साथ)
5. चयन पद अथवा अचयन पद : लागू नहीं
6. सीधे भर्ती किए जाने वाले व्यक्तियों के लिए आयु : '18 से 45 वर्ष'

परन्तु सीधे भर्ती किए जाने वाले व्यक्तियों के लिए ऊपरी आयु सीमा तदर्थ या संविदा के आधार पर नियुक्त किए गए व्यक्तियों सहित पहले से सरकार की सेवा में रत अभ्यर्थियों को लागू नहीं होगी:

परन्तु यह और कि यदि तदर्थ या संविदा के आधार पर नियुक्त किया गया अभ्यर्थी इस रूप में नियुक्ति की तारीख को अधिक आयु का हो गया हो तो वह तदर्थ या संविदा के आधार पर नियुक्ति के कारण विहित आयु में छूट के लिए पात्र नहीं होगा:

परन्तु यह और कि अनुसूचित जातियों/अनुसूचित जन-जातियों तथा अन्य वर्गों के व्यक्तियों के लिए उच्चतम आयु सीमा में उतनी ही छूट दी जा सकेगी जितनी हिमाचल प्रदेश सरकार के साधारण या विशेष आदेशों के अधीन अनुज्ञेय है:

परन्तु यह और कि पब्लिक सेक्टर निगमों तथा स्वायत्त निकायों के सभी कर्मचारियों को, जो ऐसे पब्लिक सेक्टर निगमों तथा स्वायत्त निकायों के प्रारम्भिक गठन के समय ऐसे पब्लिक सेक्टर निगमों/स्वायत्त निकायों में आमेलन से पूर्व सरकारी कर्मचारी थे, सीधी भर्ती में आयु की सीमा में ऐसी ही रियायत दी जाएगी जैसी सरकारी कर्मचारियों को अनुज्ञेय है, किन्तु इस प्रकार की रियायत पब्लिक सेक्टर निगमों/स्वायत्त निकायों के ऐसे कर्मचारिवृन्द को नहीं दी जाएगी जो पश्चात्वर्ती ऐसे निगमों/स्वायत्त निकायों द्वारा नियुक्त किए गए थे/किए गए हैं और उन पब्लिक सेक्टर निगमों/स्वायत्त निकायों की सेवा में अन्तिम रूप से आमेलित किए गए हैं/किए गए थे।

- (1) सीधी भर्ती के लिए आयु सीमा की गणना उस वर्ष के प्रथम दिवस से की जाएगी

जिसमें पदों को, आवेदन आमन्त्रित करने के लिए, यथास्थिति, विज्ञापित किया जाता है या नियोजनालयों को अधिसूचित किया जाता है।

(2) अन्यथा सुअर्हित अभ्यर्थियों की दशा में सीधी भर्ती के लिए आयु सीमा और अनुभव भर्ती प्राधिकरण के विवेकानुसार शिथिल किया जा सकेगा।

7. सीधे भर्ती किए जाने वाले व्यक्तियों के लिए न्यूनतम शैक्षिक और अन्य अर्हताएं :

(क) अनिवार्य:

किसी मान्यता प्राप्त स्कूल शिक्षा बोर्ड/संस्थान से आठवी पास या इसके समकक्ष हो।

(ख) वांछनीय अर्हताएं:

हिमाचल प्रदेश की रूढ़ियों, रीतियों और बोलियों का ज्ञान और प्रदेश में विद्यमान विशिष्ट दशाओं में नियुक्ति के लिए उपयुक्तता।

8. सीधे भर्ती किए जाने वाले व्यक्तियों के लिए विहित आयु और शैक्षिक अर्हताएं प्रोन्नत व्यक्तियों की दशा में लागू होंगी या नहीं : आयु: लागू नहीं। शैक्षिक अर्हताएं : लागू नहीं।

9. परीक्षा की अवधि, यदि कोई हो : दो वर्ष, जिसका एक वर्ष से अनधिक ऐसी और अवधि के लिए विस्तार किया जा सकेगा जैसा सक्षम प्राधिकारी विशेष परिस्थितियों में और लिखित कारणों से आदेश दे।

10. भर्ती की पद्धति; भर्ती सीधी होगी या प्रोन्नति, प्रतिनियुक्ति, स्थानान्तरण द्वारा और विभिन्न पद्धतियों द्वारा भरे जाने वाले पदों की प्रतिशतता : शतप्रतिशत सीधी भर्ती द्वारा या संविदा आधार पर ऐसा न होने पर सैकण्डमेंट आधार पर।

11. प्रोन्नति, प्रतिनियुक्ति, स्थानान्तरण की दशा में श्रेणियां जिनसे प्रोन्नति, प्रतिनियुक्ति, स्थानान्तरण किया जाएगा :

(i) हिमाचल प्रदेश सरकार के विभागों से इस पद के समरूप वेतनमान में कार्यरत इस पद के पदधारियों में से, सैकण्डमेंट आधार पर।

(ii) उपरोक्त खण्ड (प) में अन्तर्विष्ट किसी बात के होते हुए भी, पहले से ही प्रतिनियुक्ति आधार पर लिए गए पदधारियों को सूचना प्रौद्योगिकी कार्यालय में उनके आमेलन के लिए विकल्प दिया जाएगा परन्तु यह कि वह स्तम्भ संख्या-7 के अधीन सीधी भर्ती के लिए विहित शैक्षिक अर्हताओं को परिपूर्ण करते हों तथा पदधारी जिन्होंने आमेलन हेतु विकल्प दिया है वह पद के प्रारम्भिक कांडर का गठन करेंगे और तत्पश्चात् उपरोक्त स्तम्भ संख्या 10 में यथा विहित के अनुसार भर्ती की पद्धति अपनाई जाएगी।

12. यदि विभागीय प्रोन्नति समिति विद्यमान हो तो उसकी संरचना : लागू नहीं।

13. भर्ती करने में किन परिस्थितियों में हिमाचल प्रदेश लोक सेवा आयोग से परामर्श किया जाएगा : जैसा विधि द्वारा अपेक्षित हो।

14. सीधी भर्ती के लिए अपेक्षा : किसी सेवा या पद पर नियुक्ति के लिए अभ्यर्थी को भारत का नागरिक होना आवश्यक है।

15. सीधी भर्ती द्वारा पद पर नियुक्ति के लिए चयन : सीधी भर्ती के मामले में पद पर नियुक्ति के लिए चयन, मौखिक परीक्षा के आधार पर, और यदि, यथास्थिति, चयन समिति ऐसा करना आवश्यक या समीचीन समझे, तो लिखित परीक्षा या व्यवहारिक परीक्षा के आधार पर किया जाएगा जिसका स्तर/पाठ्यक्रम चयन समिति द्वारा अवधारित किया जाएगा।

15-संविदा नियुक्ति क द्वारा पद पर नियुक्ति के लिए चयन :

(I) संकल्पना: (क) इस पॉलिसी के अधीन सूचना प्रौद्योगिकी विभाग, हिमाचल प्रदेश, शिमला में चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) संविदा के आधार पर प्रारम्भ में एक वर्ष के लिए लगाया जाएगा जिसे वर्षानुवर्ष आधार पर दो और वर्षों के लिए बढ़ाया जा सकेगा।

(ख) पद का हिमाचल प्रदेश लोक सेवा आयोग/हिमाचल प्रदेश अधीनस्थ सेवाएं चयन बोर्ड के कार्यक्षेत्र से बाहर होना : निदेशक, सूचना प्रौद्योगिकी विभाग, हिमाचल प्रदेश रिक्त पद को संविदा के आधार पर भरने हेतु सरकार का अनुमोदन प्राप्त करने के पश्चात् रिक्त पदों का ब्यौरा कम से कम दो अग्रणी समाचार पत्रों में विज्ञापित करवाएगा और विहित अर्हताओं और इन नियमों में यथाविहित अन्य पात्रता शर्तों को पूरा करने वाले अभ्यर्थियों से आवेदन आमन्त्रित करेगा।

(ग) चयन इन नियमों में विहित पात्रता शर्तों के अनुसार किया जाएगा।

(घ) इन नियमों के अधीन इस प्रकार चयनित संविदा पर नियुक्त व्यक्ति को सरकारी सेवा (जॉब) में नियमितिकरण या स्थाई आमेहन का दावा करने का कोई अधिकार नहीं होगा।

(II) संविदात्मक उपलब्धियां : संविदा के आधार पर नियुक्त चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) को 3930/- रूपए की दर से समेकित नियत रकम (जो वेतनमान के प्रारम्भिक जमा मंहगाई वेतन के बराबर होगी) प्रतिमास संदत्त की जाएगी। यदि संविदा में एक वर्ष से अधिक की बढ़ौतरी की जाती है तो क्रमशः द्वितीय और तृतीय वर्ष के लिए संविदात्मक उपलब्धियों में 100/- रूपए (पद के वेतनमान में वार्षिक वृद्धि के बराबर) की वार्षिक वृद्धि के रूप में अनुज्ञात किए जाएंगे।

(III) नियुक्ति/अनुशासन प्राधिकारी : निदेशक, सूचना प्रौद्योगिकी विभाग, हिमाचल प्रदेश नियुक्ति और अनुशासन प्राधिकारी होगा।

(IV) चयन प्रक्रिया : संविदा नियुक्ति के मामले में पद पर नियुक्ति के लिए चयन निम्नलिखित रीति में किया जाएगा:-

क्रम संख्या	विशिष्टियां	अंक	टिप्पणियां
1.	स्तम्भ संख्या 7 में यथा विहित अनिवार्य प्रमाण पत्रों सहित आठवीं (मिडल) में प्राप्त अंक।	30	प्राप्त अंकों के प्रतिशतता का तीस प्रतिशत।
2.	दसवीं (मैट्रिक) में प्राप्त अंक।	20	प्राप्त अंकों के प्रतिशतता का बीस प्रतिशत।
3.	10+2 में प्राप्त अंक।	20	प्राप्त अंकों के प्रतिशतता का बीस प्रतिशत।
4.	अनुभव।	20	छह माह से कम अनुभव को विचार में नहीं लिया जाएगा। प्रत्येक छह मास के लिए 2.5 अंकों का श्रेयस, अधिकतम दस अंकों के अध्यक्षीन दिया जाएगा।
5.	हिमाचल प्रदेश की रुढ़ियों, रीतियों और बोलियों का ज्ञान।	05	---
6.	मौखिक परीक्षा।	15	---

(V) संविदात्मक नियुक्ति के लिए चयन समिति : जैसी सम्बद्ध भर्ती अभिकरण अर्थात् निदेशक, सूचना प्रौद्योगिकी विभाग, हिमाचल प्रदेश, शिमला द्वारा समय-समय पर गठित की जाए।

(VI) करार : अभ्यर्थी को, चयन के पश्चात् इन नियमों से संलग्न उपाबन्ध-ख के अनुसार करार हस्ताक्षरित करना होगा।

(VII) निबन्धन और शर्तें :

(क) संविदा के आधार पर नियुक्त व्यक्ति को 3930/- रूपए की दर से नियत संविदात्मक रकम (जो वेतनमान के प्रारम्भिक जमा मंहगाई वेतन के बराबर होगी) प्रतिमास संदत्त की जाएगी। संविदा पर नियुक्त व्यक्ति क्रमशः द्वितीय और तृतीय वर्ष के लिए संविदात्मक रकम में 100/- रूपए (पद के वेतनमान में वार्षिक वृद्धि के बराबर) की दर से वार्षिक वृद्धि का हकदार होगा और कोई अन्य सहबद्ध प्रसुविधाएं जैसे वरिष्ठ/चयन वेतनमान आदि नहीं दिया जाएगा।

(ख) संविदा पर नियुक्त व्यक्ति की सेवा पूर्णतया अस्थायी आधार पर होगी। नियुक्ति समाप्त किए जाने के लिए दायी होगी यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है।

(ग) संविदा पर नियुक्ति, पदधारी को किसी भी दशा में सेवा में नियमितकरण का कोई अधिकार प्रदान नहीं करेगी।

(घ) संविदा पर नियुक्त व्यक्ति एक मास की सेवा पूरी करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार होगा। यह अवकाश एक वर्ष तक संचित किया जा सकेगा। संविदा पर नियुक्त व्यक्ति को किसी भी प्रकार का अन्य कोई अवकाश अनुज्ञात नहीं होगा।

वह चिकित्सा प्रतिपूर्ति और एल0टी0सी0 इत्यादि के लिए भी हकदार नहीं होगा/होगी। केवल प्रसूति अवकाश नियमानुसार दिया जाएगा।

(ङ) नियन्त्रक अधिकारी के अनुमोदन के बिना सेवा से अनधिकृत अनुपस्थिति से स्वतः ही संविदा की समाप्ति (पर्यावसान) हो जाएगी। संविदा पर नियुक्त व्यक्ति कर्तव्य (डियूटी) से अनुपस्थिति की अवधि के लिए संविदात्मक रकम का हकदार नहीं होगा।

(च) संविदा पर नियुक्त व्यक्ति का एक स्थान से दूसरे स्थान के लिए स्थानान्तरण किसी भी दशा में अनुज्ञात नहीं किया जाएगा।

(छ) चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण-पत्र प्रस्तुत करना होगा। बारह सप्ताह से अधिक समय से गर्भवती महिला प्रसव होने तक, अस्थाई तौर पर अनुपयुक्त समझी जाएगी। महिला अभ्यर्थियों का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः परीक्षण किया जाएगा।

(ज) संविदा पर नियुक्त व्यक्ति का यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर, जैसी नियमित कर्मचारियों को लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा।

(VIII) नियमित नियुक्ति के लिए दावा करने का अधिकार : इन नियमों के अधीन संविदा के आधार पर लगाए गए अभ्यर्थी को, किसी भी दशा में विभाग में चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) के रूप में नियमितिकरण/स्थाई आमेसन का दावा करने का कोई अधिकार नहीं होगा।

16. आरक्षण : सेवा में नियुक्ति, हिमाचल प्रदेश सरकार द्वारा, समय-समय पर अनुसूचित जातियों/अनुसूचित जनजातियों/अन्य पिछड़े वर्गों और अन्य प्रवर्ग के व्यक्तियों के लिए सेवा में आरक्षण की बाबत जारी किए गए अनुदेशों के अधीन होगी।

17. विभागीय परीक्षा : लागू नहीं।

18. शिथिल करने की शक्ति : जहाँ राज्य सरकार की यह राय हो कि ऐसा करना आवश्यक या समीचीन है, वहाँ वह, कारणों को लिखित अभिलिखित करके आदेश द्वारा, इन नियमों के किन्हीं उपबन्धों को किसी वर्ग या व्यक्तियों के प्रवर्ग या पदों की बावत, शिथिल कर सकेगी।

उपाबन्ध 'ख'

चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) और हिमाचल प्रदेश सरकार के मध्य निदेशक सूचना प्रौद्योगिकी विभाग, हिमाचल प्रदेश सरकार के माध्यम से निष्पादित की जाने वाली संविदा/करार का प्ररूप।

यह करार श्री/श्रीमति. पुत्र/पुत्री श्री.
 निवासी
, संविदा पर नियुक्त व्यक्ति (जिसे इसमें इसके पश्चात् 'प्रथम पक्षकार' कहा गया है), और हिमाचल प्रदेश के राज्यपाल के मध्य निदेशक सूचना प्रौद्योगिकी विभाग, हिमाचल प्रदेश (जिसे

इसमें इसके पश्चात् 'द्वितीय पक्षकार' कहा गया है) के माध्यम से आज तारीख को किया गया।

'द्वितीय पक्षकार' ने उपरोक्त प्रथम पक्षकार को लगाया है के रूप में और प्रथम पक्षकार ने चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) के रूप में संविदा आधार पर निम्नलिखित निबन्धन और शर्तों पर सेवा करने के लिए सहमति दी है:-

1. यह कि प्रथम पक्षकार चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) के रूप में ... से प्रारम्भ होने और ... को समाप्त होने वाले दिन तक एक वर्ष की अवधि के लिए द्वितीय पक्षकार की सेवा में रहेगा। यह विनिर्दिष्ट रूप से उल्लिखित किया गया है और दोनों पक्षकारों द्वारा करार पाया गया है कि प्रथम पक्षकार की द्वितीय पक्षकार के साथ संविदा, आखिरी कार्य दिवस को अर्थात् ... दिन को स्वयंमेव ही पर्यवसित (समाप्त) समझी जाएगी और सूचना नोटिस आवश्यक नहीं होगा।
2. **प्रथम पक्षकार** की संविदात्मक रकम 3930/- रूपए प्रतिमास होगी।
3. **प्रथम पक्षकार** की सेवा बिल्कुल अस्थाई आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है तो नियुक्ति समाप्त (पर्यवसित) की जाने के लिए दायी होगी।
4. संविदा पर नियुक्ति किसी भी दशा में नियमित सेवा के लिए पदधारी को कोई अधिकार प्रदान नहीं करेगी।
5. संविदा पर नियुक्त चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) एक मास की सेवा पूरी करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार होगा। यह अवकाश एक वर्ष तक संचित किया जा सकेगा। संविदात्मक चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) को किसी भी प्रकार का अन्य कोई अवकाश अनुज्ञात नहीं होगा। वह चिकित्सा प्रतिपूर्ति और एल.टी.सी. इत्यादि के लिए भी हकदार नहीं होगा/होगी। केवल प्रसूति अवकाश नियमानुसार दिया जाएगा।
6. नियन्त्रक अधिकारी के अनुमोदन के बिना कर्तव्यों से अनधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्यावसान (समापन) हो जाएगा। संविदा पर नियुक्त चपरासी/चपरासी एवं चौकीदार/चपरासी एवं सफाईकर्ता (स्वीपर) कर्तव्य (डियूटी) से अनुपस्थिति की अवधि के लिए संविदात्मक रकम लेने का हकदार नहीं होगा।
7. संविदा के आधार पर नियुक्त व्यक्ति का एक स्थान से दूसरे स्थान के लिए स्थानान्तरण, किसी भी दशा में अनुज्ञात नहीं होगा। चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण-पत्र प्रस्तुत करना होगा। महिला अभ्यर्थियों की दशा में, बारह सप्ताह से अधिक की गर्भावस्था प्रसव होने तक, उसे अस्थाई तौर पर अनुपयुक्त बना देगी। महिला अभ्यर्थी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः परीक्षण किया जाना चाहिए।
9. संविदा पर नियुक्त व्यक्ति का यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर, जैसी प्रतिस्थानी कर्मचारी को लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा/होगी।
10. संविदा पर नियुक्त व्यक्ति(यों) को सामूहिक जीवन बीमा योजना के साथ-साथ इ0पी0एफ0/जी0पी0एफ0 भी लागू नहीं होगा।

इसके साक्ष्यस्वरूप प्रथम पक्षकार और द्वितीय पक्षकार ने साक्षियों की उपस्थिति में इसमें सर्वप्रथम में उल्लिखित तारीख को अपने-अपने हस्ताक्षर कर दिए हैं।

साक्षी की उपस्थिति में

1.

 (नाम व पूरा पता)

प्रथम पक्षकार के हस्ताक्षर

2.

 (नाम व पूरा पता)

द्वितीय पक्षकार के हस्ताक्षर

 [Authoritative English Text of this Department Notification No.IT-A(3)-3/2005 dated 30th August, 2007 as required under clause(3) of Article 348 of the Constitution of India].

INFORMATION TECHNOLOGY DEPARTMENT

NOTIFICATION

Shimla-2, the 30th August, 2007

No.IT-A(3)-3/2005.—In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor, Himachal Pradesh, is pleased to make the Recruitment and Promotion Rules for the post of Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper, Class-IV (Non Gazetted) Ministerial Services in the Department of Information Technology, Himachal Pradesh as per **Annexure-‘A’** attached to this notification, namely:—

1. Short title and Commencement.—1. These rules may be called the Himachal Pradesh Information Technology Department, Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper, Class-IV (Non Gazetted) Ministerial Services Recruitment and Promotion Rules, 2007.

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

By order,
 Sd/-
 Secretary.

Annexure 'A'**RECRUITMENT AND PROMOTION RULES FOR THE POST OF PEONS, CLASS IV, NON GAZZETTED IN THE DEPARTMENT OF INFORMATION TECHNOLOGY, HIMACHAL PRADESH**

1. *Name of the Post* : Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper
2. *Number of Posts* : '05 (Five)'
3. *Classification* : 'Class-IV (Non gazetted) Ministerial Services'
4. *Scale of Pay* : 'Rs. 2520-100-3120-110-3660-120-4140 (with initial start of Rs. 2620)'.
5. *Whether selection post or non-selection post* : NA
6. *Age for direct recruits* : '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 Govt. of H.P. including those who have been appointed on adhoc or on contract basis in these offices/institutions.

Provided further that if a candidate appointed on adhoc basis or on contract basis had become overage on the date when 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 caste/scheduled tribes/other categories of persons to the extent permissible under the general or special order(s) of the Himachal Pradesh Govt.

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 the Government servants. This concession will not, however, be admissible to such staff of the public sector corporations/autonomous bodies who are/were 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.

Age limit for direct recruitment will be reckoned on the first day of the year in which the posts are advertised for inviting applications or notified to the employment exchanges or as the case may be.

Age & experience in the case direct recruitment are relaxable at the discretion of the recruiting authority in case the candidate is otherwise well qualified.

7. *Minimum educational and other qualifications required for direct recruits :*

Essential: Should be middle pass or its equivalent from a recognised Board of School Education/Institution. **Desirable:** Knowledge of customs, manners & dialects of Himachal Pradesh and suitability for appointment in the peculiar conditions prevailing in the Pradesh.

8. *Whether age and educational qualifications prescribed for direct recruits will apply in the case of the promotees :* Age: NA. Educational Qualification : NA.

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 secondment basis.

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

- (i) On secondment basis from amongst the incumbents of this post working in the identical pay scale of this post from the H.P. Govt. Departments.
- (ii) Notwithstanding any thing contained in Clause (i) supra, the incumbents already taken on deputation shall be given an option for their absorption in the office of Information Technology provided that they fulfil the educational qualifications prescribed for direct recruitment under Col. No.7 and the incumbents who opts for absorption shall form the initial cadre of the post and thereafter the method(s) of recruitment shall be resorted to as prescribed in col. No.10 above.

12. *If a Departmental Promotion Committee exists, what is its composition :* N.A

13. *Circumstances under which the H.P.P.S.C is to be consulted in making recruitments :*
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 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, and if the selection committee so considers necessary or expedient by a written test or practical test, the standard/syllabus etc. of which will be determined by the selection committee.

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

(I) CONCEPT:

- (a) Under this policy, the Peon/Peon-cum-Chowkidar/Peoncum-Sweeper in the Department of Information Technology, H.P., Shimla will be engaged on contract basis initially for one year which may be extendable for two more years on year to year basis.
- (b) POST FALLS OUT OF THE PURVIEW OF HP PSC/HPSSSB: The Director, Department of Information Technology, H.P. after obtaining the 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) Contractual appointee so selected under these Rules will not have any right to claim regularisation or permanent absorption in the Government job.

(II) CONTRACTUAL EMOLUMENTS: The Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper appointed on contract basis will be paid consolidated fixed amount @ Rs.3930/- P.M. (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.

(III) APPOINTING/DISCIPLINARY AUTHORITY: The Director, Department of Information Technology, H.P. will be appointing and disciplinary authority.

(IV) SELECTION PROCESS: Selection for appointment to the post in the case of Contract Appointment will be made in the following manner:—

Sl. No.	Particulars	Marks	Remarks
1.	Marks obtained in Middle class along with the essential certificates as prescribed against Col. No.7.	30	30% of the percentage of marks obtained.
2.	Marks obtained in Matric.	20	20% of the percentage of marks obtained.
3.	Marks obtained in 10+2.	20	20% of the percentage of marks obtained.
4.	Experience.	10	Experience less than 6 months will not be considered. For every six months credit of 2.5 marks will be given subject to the maximum of 10 marks.
5.	Knowledge of customs, manners and dialects of Himachal Pradesh.	05	—
6.	Viva Voce	15	-----

(V) COMMITTEE FOR SELECTON OF CONTRACTUAL APPOINTMENTS: As may be constituted by the concerned recruiting agency *i.e.* the Director, Department of Information Technology, H.P., Shimla 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 contract appointee will be paid fixed contractual amount @ Rs.3930/- per month (which shall be equal to 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 of the post) per annum for second and third years respectively and no other allied benefits such as senior/selection scales etc. shall 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) Contractual appointment shall not confer any right to incumbent for the regularization in service at any stage.
- (d) Contractual 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 contractual appointee. He/She shall not be entitled for Medical Reimbursement and LTC etc. only maternity leave will be given as per rules.
- (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.
- (f) Transfer of a 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 a Government/Registered Medical Practitioner. Women candidate pregnant beyond 12 weeks will stay 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 officials.

(VIII) RIGHT TO CLAIM REGULAR APPOINTMENT: The candidate engaged on contract basis under these Rules shall have no right to claim for regularisation/permanent absorption as Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper in the Department at any stage.

16. Reservation : The appointment to the service shall be subject to orders regarding reservation in the service for Scheduled Castes/Scheduled Tribes/Other Backward Classes/ Other Categories of persons issued by the Himachal Pradesh Government from time to time.

17. Departmental Examination : N.A.

18. Powers 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 persons or posts.

ANNEXURE – B**Form of contract/agreement to be executed between the Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper and the Government of Himachal Pradesh through the Director, Department of Information Technology, H.P., Shimla.**

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 the
 Director (IT) 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
 Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper on contract basis on the following terms &
 conditions:—

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper 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.3,930/- 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 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 incumbent for the regularization of service at any stage.
5. Contractual Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper 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 Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper. 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 Peon/Peon-cum-Chowkidar/Peon-cum-Sweeper will not be entitle 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.
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 WITNESSES:

1. _____

 (Name and Full Address)

(Signature of the FIRST PARTY)

2. _____

 (Name and Full Address)

(Signature of the SECOND PARTY)

INFORMATION TECHNOLOGY DEPARTMENT

NOTIFICATION

Shimla-2, the 11th September, 2007

No.IT(F)11-13/2003-I. In continuation of this department notification No. IT(F)11-13/2003 dated 20th March, 2006 regarding constitution of Board of Directors of H.P. State Electronics Development Corporation Ltd. and in exercise of the powers conferred vide section 72 of Memorandum of Articles of Association of H.P. State Electronics Development Corporation, the Governor of Himachal Pradesh is pleased to modify the Board of Directors of above said Corporation with immediate effect as under:—

- | | | |
|----|---|----------|
| 1. | Sh. Virbhadra Singh,
Hon'ble Chief Minister,
Himachal Pradesh | Chairman |
| 2. | Sh. Ravi Dhingra,
Chief Secretary to the Govt. of H.P. | Director |
| 3. | Sh. Arvind Mehta,
Secretary (Finance) to the Govt. of H.P. | Director |

- | | | |
|-----|--|----------|
| 4. | Sh. Sanjeev Gupta,
Secretary (IT) to the Govt. of H.P. | Director |
| 5. | Sh. Maneesh Garg,
Director, Information Technology Deptt., H.P. | Director |
| 6. | Sh. Anil Khachi,
Director, Industries Deptt., H.P. | Director |
| 7. | Sh. Rajiv Rustogi,
Director, Deptt. Information Technology,
Govt. of India, Ministry of I.T.,
Electronics Niketan, CGO Complex,
New Delhi. | Director |
| 8. | Sh. Ajay Bhandari,
Managing Director, H.P. Financial Corporation. | Director |
| 9. | Sh. Anil Kumar Khachi,
Managing Director, H.P. State Industrial
Development Corporation Ltd. | Director |
| 10. | Sh. Anil Kaushal,
Chief General Manager, BSNL,
Himachal Circle | Director |
| 11. | Sh. Maneesh Garg,
Managing Director, H.P. State Electronics
Development Corporation. | Director |

The following shall be the special invitees in the meetings of Board of Directors of H.P. State Electronics Development Corporation:—

1. Director General, National Informatics Centre (NIC).
2. Director General, Software Technology Parks of India.
3. President, National Association for Software & Services Companies (NASSCOM).
4. Executive Director, Manufacturing Association of Information Technology Products (MAIT)/ President, Telecom Equipment Manufacturers Association (TEMA)/ President, Electronic Component Industries Association (ELCINA) [only one of these 3 persons, as may be decided by the State Government from time to time, is to be called for the Board meeting].

By order,
SANJEEV GUPTA.
Secretary (IT).

LAW DEPARTMENT**NOTIFICATION***Shimla-2, 19th September, 2007*

File No. LLR-B(1)5/96.—In partial modification of this Government Notification No. LLR-B(1)-5/96 dated 14.12.2006 the Government of Himachal Pradesh is further pleased to order the classification of the Law Officer of various Departments designated as such vide aforesaid notification as “Class- II(Gazetted)”.

By order
J. N. BAROWALIA
LR-Cum-Principal Secretary.

PUBLIC WORKS DEPARTMENT**NOTIFICATION***Shimla-2, the 8th August, 2007*

No.PBW-A-B(1)-6/2007.—The Governor, Himachal Pradesh is pleased to order the promotion of smt. Surindra Parmar, Architectural Assistant (Interior Decorator) to the post of Assistant Architect (Interior Decorator), Class-I (Gazetted) in the pay scale of Rs. 7800-13050 with the initial start of rs.8000/- P.M. Purely on *ad hoc* basis.

The promotion shall not confer any right upon the officer for regular promotion, continuation and seniority.

The Governor, Himachal Pradesh is further pleased to order the posting of smt. Surindra Parmar on promotion as assistant architect (Interior Decorator) in the Office of Chief Architect, HPPWD Shimla with immediate effect in public interest.

By order,
Sd/-
Principal Secretary.

लोक निर्माण विभाग**अधिसूचना***शिमला-2 24 अगस्त, 2007*

सं0पी0बी0डब्ल्यू0(बी0)एफ(5) 287 / 2007.—यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु गांव कन्दरौर, तहसील सदर, जिला बिलासपुर में राष्ट्रीय उच्च मार्ग-88 के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद् द्वारा यह घोषित किया जाता है कि निम्नलिखित विवरणी में वर्णित भूमि उपर्युक्त प्रयोजन के लिए अपेक्षित है।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को, जो इससे सम्बन्धित हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने और सर्वेक्षण करने तथा उस धारा द्वारा अपेक्षित अथवा अनुमतः अन्य सभी कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं।

4. कोई भी हितबद्ध व्यक्ति जिसे उक्त परिक्षेत्र में कथित भूमि के अर्जन पर कोई आपत्ति हो तो वह इस अधिसूचना के प्रकाशित होने के तीस (30) दिन की अवधि के भीतर भू-अर्जन समाहता, लोक निर्माण विभाग मण्डी, के समक्ष लिखित आपत्ति दायर कर सकता है।

विवरणी

जिला	तहसील	गांव	खसरा नम्बर	बीघा-बिस्वा
बिलासपुर	सदर	कन्दरौर	936 / 755 / 272	0-6
		कुल जोड	किता-1	0-6

आदेश द्वारा,
हस्ता / -
प्रधान सचिव।

लोक निर्माण विभाग

अधिसूचना

शिमला-2, 25 अगस्त, 2007

सं0पी0बी0डब्ल्यू0(बी0)ए0-(7) 1-141 / 2004.—यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु गांव आरला, तहसील कसौली, जिला सोलन में गढखल-सुबाथू सड़क के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद् द्वारा यह घोषित किया जाता है कि निम्नलिखित विवरणी में वर्णित भूमि उपर्युक्त प्रयोजन के लिए अपेक्षित है।

2. यह घोषणा, भूमि अर्जन अधिनियम, 1894 की धारा-6 के उपबन्धों के अधीन इससे सम्बन्धित सभी व्यक्तियों को सूचना हेतु की जाती है तथा उक्त अधिनियम की धारा-7 के अधीन भू-अर्जन समाहता लोक निर्माण विभाग मण्डी को उक्त भूमि के अर्जन करने के आदेश लेने का एतद् द्वारा निदेश दिया जाता है।

3. भूमि रेखांक का निरीक्षण भू-अर्जन समाहता, लोक निर्माण विभाग दक्षिण क्षेत्र शिमला के कार्यालय में किया जा सकता है।

विवरणी

जिला	तहसील	गांव	खसरा नम्बर	क्षेत्र (विघा विस्वा)
सोलन	कसौली	आरला	492 / 378 / 1	0-3
			किता-1	0-3

आदेश द्वारा
हस्ता / -
प्रधान सचिव।

लोक निर्माण विभाग

अधिसूचना

शिमला-2, 3 सितम्बर, 2007

सं0पी0बी0डब्ल्यू0(बी0)एफ(5) 279/2007.—यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु गांव करेडू एवं बढई, तहसील व, जिला शिमला में चक्कर से न्यायिक परिसर सड़क के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद् द्वारा यह घोषित किया जाता है कि निम्नलिखित विवरणी में वर्णित भूमि उपर्युक्त प्रयोजन के लिए अपेक्षित है।

2. यह घोषणा, भूमि अर्जन अधिनियम, 1894 की धारा-6 के उपबन्धों के अधीन इससे सम्बन्धित सभी व्यक्तियों को सूचना हेतु की जाती है तथा उक्त अधिनियम की धारा-7 के अधीन भू-अर्जन समाहर्ता लोक निर्माण विभाग विन्टर फिल्ड, शिमला को उक्त भूमि के अर्जन करने के आदेश लेने का एतद् द्वारा निदेश दिया जाता है।

3. भूमि रेखांक का निरीक्षण भू-अर्जन समाहर्ता, लोक निर्माण विभाग विन्टर फिल्ड, शिमला के कार्यालय में किया जा सकता है।

विवरणी

जिला	तहसील	गांव	खसरा नं0	रकवा(हैक्टेयर में)
शिमला	शिमला	करेडू	1410 / 1	24-75
			1411 / 1	11-37
			1413	04-20
			1414	04-08
			1415	05-27
			1416	04-60
			1417	02-40
			1419	12-50
			1420	02-04
			1421	24-79
			1422 / 1	111-12
			1438 / 1	62-50
			1438 / 2	131-85
			1439	33-05
			1441 / 1	3484-99
			1446 / 1 / 1	96-12
किता : 16	4015-13			
शिमला	शिमला	बढई	1347 / 703	0-2
		कुल जोड़ . .	किता : 1	0-2

आदेश द्वारा,
हस्ता/-
प्रधान सचिव।

लोक निर्माण विभाग

अधिसूचना

शिमला-2, 12 सितम्बर, 2007

सं० पी०बी०डब्ल्यू०(बी)(7)1-103/2005.—यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु गांव बासाहाट पलाना, तहसील ठियोग, जिला शिमला में ठियोग कोटखाई हाटकोटी सडक के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद् द्वारा यह घोषित किया जाता है कि निम्नलिखित विवरणी में वर्णित भूमि उपर्युक्त प्रयोजन के लिए अपेक्षित है।

2. यह घोषणा, भूमि अर्जन अधिनियम, 1894 की धारा-6 के उपबन्धों के अधीन इससे सम्बन्धित सभी व्यक्तियों को सूचना हेतु की जाती है तथा उक्त अधिनियम की धारा-7 के अधीन भू-अर्जन समाहर्ता लोक निर्माण विभाग शिमला को उक्त भूमि के अर्जन करने के आदेश लेने का एतद् द्वारा निदेश दिया जाता है।

3. भूमि रेखांक का निरीक्षण भू-अर्जन समाहर्ता, लोक निर्माण विभाग शिमला के कार्यालय में किया जा सकता है।

विवरणी

जिला	तहसील	गांव	खसरा न०	रकवा (बीघा विस्वा में)
शिमला	ठियोग	बासाहाट पलाना	2 / 1 3 / 1 14 / 1 15 / 1 13 / 1 85 / 1 109 / 1 74 / 1	0-06-03 0-12-99 0-01-36 0-05-54 0-06-88 0-20-18 0-11-36 0-02-45
		कुल जोड	किता : 8	0-66-79

आदेश द्वारा,
हस्ता / -
प्रधान सचिव।

लोक निर्माण विभाग

अधिसूचना

शिमला-2, 12 सितम्बर, 2007

सं0पी0डब्ल्यू0(बी0)(7)1-103/2005.—यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु गांव बडोग, तहसील टियोग, जिला शिमला में सरोग बडोग क्यारटू सडक के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद् द्वारा यह घोषित किया जाता है कि निम्नलिखित विवरणी में वर्णित भूमि उपर्युक्त प्रयोजन के लिए अपेक्षित है।

2. यह घोषणा, भूमि अर्जन अधिनियम, 1894 की धारा-6 के उपबन्धों के अधीन इससे सम्बन्धित सभी व्यक्तियों को सूचना हेतु की जाती है तथा उक्त अधिनियम की धारा-7 के अधीन भू-अर्जन समाहर्ता लोक निर्माण विभाग विटरं फील्ड शिमला-3 को उक्त भूमि के अर्जन करने के आदेश लेने का एतद् द्वारा निदेश दिया जाता है।

3. भूमि रेखांक का निरीक्षण भू-अर्जन समाहर्ता, लोक निर्माण विभाग शिमला के कार्यालय में किया जा सकता है।

विवरणी

जिला	तहसील	गांव	खसरा न0	रकया(डिवटेयर में)
शिमला	टियोग	बडोग	389	0-06-72
			568	0-04-58
			376	0-06-16
			388	0-05-16
			279	0-06-49
			286	0-03-21
			377	0-00-30
			15	0-16-66
			101	0-17-82
			56	0-00-85
			273	0-01-52
			456	0-00-49
			271	0-03-25
			274	0-00-91

			275	0-00-46
			55	0-07-64
			131	0-01-48
			133	0-02-64
	कुल जोड	किता	18	0-66-34

आदेश द्वारा,
हस्ता / -
प्रधान सचिव ।

INDUSTRIES DEPARTMENT

NOTIFICATION

Shimla, the 30 August, 2007

No. Ind.II(F)11-4/2007.—In continuation of the Notification of No. Ind-II(F)11-2/2005 dated 25/10/2005, the Governor of Himachal Pradesh is further pleased to publish the records and other activities of the department at Administrative Department level at Secretariat as required under the provision of subsection (i)(b) of Section 4 of the Right to the Information Act, 2005 as under:-

1. PARTICULARS OF ORGANISATION, FUNCTIONS, DUTIES.

The Industries Minister is the Minister-in-charge and the Addl.-Chief-Secretary (Inds.) is the head of the Department. The organization setup of Secretariat Industries Department is as under:-

At Government/Secretariat Level

- (1) The Addl.-Chief-Secretary (Inds.) to the Govt. of Himachal Pradesh.
- (2) The Addl./Joint/Deputy/Under Secretary (as the case may be)..
- (3) Section Officers as Section Incharge.
- (4) Superintendents
- (5) Senior Assistant
- (6) Clerks
- (7) Personal Staff i.e. Private Secretary/Personal Assistants/ Sr.& Jr. Scale Stenographers
- (8) Peons

Functions and Duties:-

At Secretariat Level the Industries Department comprises of two Sections as under:-

1. Industry-A Section
2. Industry-B Section

The Industry-A Section has been assigned the following Works:-

1. This Department is Administrative Department in reference of following Boards/Corporations:-
 1. HPSIDC
 2. HP Financial Corporation.
 3. HP Small Scale Industries & Export Corporation.
 4. HP Handicraft & Handloom Corporation
 5. HP General Industries Corporation.
 6. HP State Electronics Dev. Corporation.
 7. HP Khadi & Village Industries Board.
 8. Nahan Foundary.
2. State Aid to Industries Act, Sericulture Industries, Pollution.
3. Setting up of Industries, Cement Plants.
4. Industrial Policy of the State Grant of Incentives, acquisition of land cases for setting up of industrial area/ industries, all matter relating to sheds/ plots and Industrial Estates, Power to Industries.
5. IDBI, Banks correspondence, Task Group.
6. BIFR &AAIFR.
7. Small Scale Industries Board, Commerce & Chamber of Committee.
8. Annual Administration Report/ Congress Manifesto/ Follow up of cabinet decision.
9. Standing Orders.
10. Implementation of ASIDE Scheme of Govt. of India.
11. All matters relating to Establishment of Gazetted Officers including creations, R&P Rules and other related rules, court cases and transfers, training & seminars pertaining.
12. APPAREL Park.
13. Special Economic Zone.
14. ICD Inland Container Depot.
15. Deendayal Hathkargha Protsahan Yajna.
16. Correspondence regarding Shilap Guru Award/Centrally Sponsored Integrated Handloom Training Project.
17. Correspondence regarding design development and training programs.
18. Correspondence regarding solid waste management plant.

The Industry-B Branch has been assigned following works:-

1. Mines & Minerals, All cases regarding Administration of Mines & Minerals Regulation Act.
2. All matters relating to Non-Gazetted establishment including R&P Rules etc. creation of Posts, Pension Adalat, Vigilance return of Non-Gazetted Officer, Training of Non-Gazetted Officers.
3. All matters relating to Store Purchase Organization/ Rate Contract etc.
4. Loan and Advances to NGOs.
5. Public Accounts Committee/Estimate Committee Draft Audit, CAG Paras, Rajya Sainik Board.
6. State Guests, Quality Marketing Inspection Scheme, Atrocity on SC/ST, Boiler Schemereturn, Textile Power Loom.

7. Tribal Advisory Committee, Govt. Vehicle, Foreign and National Trade, World Trade Organisation & Seminars, Fairs & Exhibitions, Condemnation of Stores, Waiving of Recoveries, Group Insurance Scheme, Natural Calamities.
8. JCC & Secretaries Committee, Co-ordination of Vidhan Sabha Assurances.
9. Quality Control Order.
10. DC/SP Conference.
11. Budget & Accounts of Industries Department including expenditure sanctions/ Finance commission. RNS.
12. Reimbursement of all claims of Transport subsidy from Govt. of India.
13. Efficiency in Administration, Devolution of Powers to Panchayati Raj.
14. Northern Zonal Council, Inter State Council/ Consumer Protection Council/ State Women Council.
15. Twenty Point Programme/ 15 Point Programme.
16. Iron & Steel Committee, Import & Export Committee etc., State Level Monitoring Committee for Rehabilitation of Scavengers, Committee on Welfare of Minorities and State Level Grievance Redressal Committee.
17. Correspondence relating to PMRY, Miscellaneous correspondence of Industries Department, Gaddi/Gujjar/Labana/ Kabir Panthi/ Gorkha/ Scheduled Castes Welfare/ Other Backward Classes Board.
18. Indo China Border Trade and State Level Republic Day Function.
19. Industrial Entrepreneur Training Programme.

2.	The powers and duties of Officers and employees	<p><u>ACS (Inds.) Govt. of HP.</u></p> <ol style="list-style-type: none"> 1. Establishment matters and Court Cases relating to Class I & II. 2. Budget, Financial matter/ Expenditure Sanctions. 3. Policy matter and decision taking matters. <p><u>Under Secretary (Inds.) Govt. of HP</u> All correspondence relating to personnel matters/ financial sanctions/ Court matter etc. are routed through him to the ACS (Inds.)</p> <p><u>Section Officer :-</u> The Section Officers are the in charge of the Sections. They performs following duties:-</p> <ol style="list-style-type: none"> 1. Supervise all the work of his Section and marking dak to the Assistants. 2. Ensure timely submission of time bound cases/ Court cases. 3. Ensure all the Dealing Asstts. And Diarist are maintaing all required registers and keep the same updated. 4. To keep carefully watch on the movements of dak files between section and higher authorities. <p><u>Superintendent</u></p> <ol style="list-style-type: none"> 1. To supervise all the work of dealing Asstts under their control. 2. To ensure timely submission of papers according to their priority. <p><u>Sr./Jr. Assistant</u> The Sr./Jr. Assistant deals with receipts and submits cases to the Superintendents/ Section Officers. They are required to</p>
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		<p>compile data, information, maintain record/ registers and deal matters including court cases/ Cabinet memorandum/ replies to Vidhan Sabha Questions so as to present complete cases with all relevant data and also information with past precedents and feasible solutions to facilitate the authorities to arrive at the definite decision.</p> <p>Personal Staff The functions/ duties of Personal staff i.e. Sr. Private Secretary/ Private Secretary/ Personal Assistant/ Sr. & Jr. Steno are to assist the Minister/ Officer in their day to day disposal of work and dictation, typing work given by the officer. They have also handle files/ records of confidential or secret nature and the other duties assigned by the officer in charge.</p> <p>Clerk</p> <ol style="list-style-type: none"> 1. Diary and dispatch/opening of files/ movement of files /weekly & monthly statements etc. 2. Maintenance of leave account, Court matter, Vidhan Sabha matter and other misc. work entrusted by the S.O. <p>Peon:</p> <ol style="list-style-type: none"> 1. To carry and deliver dak/ files
3.&4.	The procedure followed in the decision making process, including channels of supervision and accountability/ Norms set for discharge of Functions	All the cases in the Branch are submitted on file by the concerned Dealing Asstts., supervised by the Supdt. and submitted to the S.O. He submits it further to the Under Secretary then to the ACS(Inds.) and Minister-in-charge. Routine matters and informatory references are disposed off at S.O./ Under Secretary level. Financial matters/ expenditure sanctions/ establishment matters of gazetted officers (Class I & II) and decision taking power vests with the ACS (Inds).
5.	The Rules, Regulations, Instructions, Manuals and Records held by it or under its control or used by its employees for discharging its functions	All Rules/ Regulations/ Instructions/ Manuals as adopted by the State Government including such central acts which are necessary for examination of various matters.
6.	Statement of categories of the documents that are held by the Department or under its control.	Case files pertaining to Subjects/Functions/Duties as elaborated in Para-1 (Function & Duties) are available with the respective Section.
7.	Consultation in Formulation of Policy	Consults the Department of Personnel/Finance & Law Department and also the HP Public Service Commission.
8.	Statement of Board/ Corporations/ Committees Constituted	Industry -A Branch:- State Level Export Promotion Committee (SLEPC), Industry- B Branch:- State Level PMRY Committee, Committee for re-examination of procedures relating to business activity, Joint Inspection Committee for inspecting lease areas, Sub-Divisional Level Flying Squad, State Level and Dist. Level Committee to review action taken against illegal Mining, Sub-Divisional Committee for auction of river beds.
9.	A Directory of its officers and employees:	ACS (Inds.) to the Govt. of HP = 2621897, 2880669 Under Secretary (Inds.) to the Govt. of HP= 2880599 Section Officer/Supdts of Inds.-A-Section= 2880436 Section Officer/Supdts of Inds.-B-Section= 2880437 Personal Staff of ACS.(Inds.) =2880769
10.	The Monthly remuneration received by each.	<ol style="list-style-type: none"> 1. ACS (Inds.) = Rs. 26000 2. Under Secretary (Inds.) = Rs.10025-15100 3. Section Officer/ Private Secy.= Rs.7220-11660 4. Supdt./PA. = Rs.6400-10640 5. Sr. Asstt/Sr.Scale Steno = Rs.5800-8100

		6. Jr. Asstt./Jr. Scale Steno = Rs. 4400-7000 7. Clerk = Rs.3120-5160 8. Peon = Rs. 2520-4140
11.	Budget Allocation	N.A.
12.	Subsidies	N.A.
13.	Concessions/ Permits/ Authorisations	N.A.
14.	Information held in an Electronic Form	At Secretariat Level only Refnic System is available.
15.	The particulars of facilities available to the citizens for obtaining information	The office of the ACS (Inds.) and other offices of this Department are open for general public for collection of any type of information from 10AM to 5 PM on every working day.
16.	The names, designation and others particulars of the Public Information Officers;	As notified earlier vide this department notification No. Ind.II(F)11-2/2005 dated 25/10/2005.
17.	Such other information as may be prescribed	-Nil-

By order,
Sd/-
The ACS.

उद्यान विभाग

अधिसूचना

शिमला-2

संख्या:29-1/72-होर्ट. सैक्ट.-पार्ट 1.-हिमाचल प्रदेश के राज्यपाल, भारत के संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, हिमाचल प्रदेश, उद्यान विभाग में, उद्यान प्रसार अधिकारी वर्ग-।।। (अराजपत्रित) के पद के लिए इस अधिसूचना से संलग्न उपाबन्ध-"क" के अनुसार भर्ती और प्रोन्नति नियम बनाते हैं, अर्थात्:-

1. संक्षिप्त नाम और प्रारम्भ.- (1) इन नियमों का संक्षिप्त नाम, हिमाचल प्रदेश उद्यान विभाग उद्यान प्रसार अधिकारी वर्ग-।।। (अराजपत्रित) भर्ती और प्रोन्नति नियम, 2007 है।

(2) ये नियम राजपत्र, हिमाचल प्रदेश में प्रकाशित किए जाने की तारीख से प्रवृत्त होंगे।

2. निरसन और व्यावृत्तियां.- (1) इस विभाग की अधिसूचना संख्या: 29-1/72-होर्ट.सैक्ट.-पार्ट-1, तारीख 1-8-2002 द्वारा अधिसूचित उद्यान विभाग उद्यान प्रसार अधिकारी वर्ग-।।। (अराजपत्रित) भर्ती एवं प्रोन्नति नियम-2002 को एतद् द्वारा निरसित किया जाता है।

(2) ऐसे निरसन के होते हुए भी, उपर्युक्त उप-नियम (1) के अधीन इस प्रकार निरसित नियमों के अधीन की गई कोई नियुक्ति, बात या कार्रवाई इन नियमों के अधीन विधिमान्य रूप में की गई समझी जाएगी।

आदेश द्वारा,
(जे०पी० नेगी)
अतिरिक्त मुख्य सचिव।

हिमाचल प्रदेश उद्यान विभाग में उद्यान प्रसार अधिकारी, वर्ग-III (अराजपत्रित) पद के भर्ती और प्रोन्नति नियम।

1. पद का नाम : उद्यान प्रसार अधिकारी
2. पद/(पदों) की संख्या : 510 (पांच सौ दस)।
3. वर्गीकरण : वर्ग- III (अराजपत्रित) ।
4. वेतनमान : 4020-120-4260-140-4400-
150-5000-160-5800-
200-6200 /- रूपए।
5. चयन पद अथवा अचयन पद : अचयन पद
6. सीधी भर्ती के लिए आयु : 18 से 45 वर्ष।

परन्तु सीधी भर्ती किए जाने वाले व्यक्ति के लिए ऊपरी आयु सीमा तदर्थ या संविदा के आधार पर नियुक्त किए गए व्यक्तियों सहित, पहले से सरकार की सेवा में अर्हियों को लागू नहीं होगी :परन्तु यह और कि यदि तदर्थ या संविदा के आधार पर नियुक्त किया गया अभ्यर्थी इस रूप में नियुक्ति की तारीख को अधिक आयु का हो गया है/की हो गई है, तो वह तदर्थ या संविदा के आधार पर नियुक्ति के कारण विहित आयु में छूट के लिए पात्र नहीं होगा/होगी :

परन्तु यह और कि अनुसूचित जातियों/अनुसूचित जनजातियों तथा अन्य वर्गों के व्यक्तियों के लिए ऊपरी आयु सीमा में उतनी ही छूट दी जा सकेगी जितनी कि हिमाचल प्रदेश सरकार के साधारण या विशेष आदेशों के अधीन अनुज्ञेय है :

परन्तु यह और कि पब्लिक सेक्टर, निगमों तथा स्वायत्त निकायों के सभी कर्मचारियों को, जो ऐसे पब्लिक सेक्टर, निगमों तथा स्वायत्त निकायों के प्रारम्भिक गठन के समय ऐसे पब्लिक सेक्टर, निगमों/स्वायत्त निकायों में आमेलन से पूर्व सरकारी कर्मचारी थे, सीधी भर्ती में आयु सीमा में ऐसी ही रियायत दी जाएगी जैसी सरकारी कर्मचारियों को अनुज्ञेय है, किन्तु इस प्रकार की रियायत पब्लिक सेक्टर, निगमों तथा स्वायत्त निकायों के ऐसे कर्मचारिवृन्द को नहीं दी जाएगी जो पश्चात्पूर्वी ऐसे निगमों/स्वायत्त निकायों द्वारा नियुक्त किए गए थे/किए गए हैं और उन पब्लिक सेक्टर,निगमों/स्वायत्त निकायों के प्रारम्भिक गठन के पश्चात् निगमों/स्वायत्त निकायों की सेवा में अन्तिम रूप से आमेलित किए गए हैं/किए गए थे।

(1) सीधी भर्ती के लिए आयु सीमा की गणना उस वर्ष के प्रथम दिवस सेकी जाएगी जिसमें, आवेदन आमन्त्रित करने के लिए, पद (पदों) को, यथास्थिति, विज्ञापित किया जाता है या नियोजनालयों को अधिसूचित किया जाता है।;2द्वअन्यथा सुअर्हित अभ्यर्थियों की दशा में सीधी भर्ती के लिए आयु सीमाऔर अनुभव हिमाचल प्रदेश लोक सेवा आयोग के विवेकानुसार शिथिल किया जा सकेगा।

7. सीधी भर्ती के लिए अपेक्षित न्यूनतम शैक्षणिक और अन्य अर्हताएं:-

अनिवार्य अर्हता :-किसी मान्यता प्राप्त विश्वविद्यालय से चार वर्षीय बी0एस0सी0 (उद्यान) की उपाधि या इसके समकक्ष; और हिमाचल प्रदेश की रुढियों, रीतियों और बोलियों का ज्ञान और प्रदेश में विद्यमान विलक्षण दशाओं में नियुक्ति के लिए उपयुक्तता

8. सीधे भर्ती किए जाने वाले व्यक्तियों के लिए विहित आयु और शैक्षिक अर्हताएं प्रोन्नत व्यक्ति (यों) की दशा में लागू होंगी या नहीं:

आयु : लागू नहीं।

वांछनीय अर्हता(ए) :

शैक्षिक अर्हताएं : जैसे स्तम्भ 11 : में विहित की गई है।

9. परिवीक्षा की अवधि, यदि कोई हो : दो वर्ष, जिसका एक वर्ष से अनधिक ऐसी और अवधि के लिए विस्तार किया जा सकेगा, जैसासक्षम प्राधिकारी, विशेष परिस्थितियों में और लिखित में कारणों को अभिलिखित करके आदेश दें।

10. भर्ती की पद्धति : भर्ती सीधी ; होगी या प्रोन्नति, प्रतिनियुक्ति, स्थानान्तरण द्वारा और विभिन्न पद्धतियों द्वारा भरे जाने वाले के पद(दों) की प्रतिशतता:- (1) 90 प्रतिशत सीधी भर्ती द्वारा या संविदा के आधार पर निम्न प्रकार से:-

- (i) 45 प्रतिशत सीधी भर्ती द्वारा या संविदा आधार पर (खुली प्रतियोगिता द्वारा); और
- (ii) 45 प्रतिशत शैक्षणिक बैचवाइज़ भर्ती द्वारा नियमित आधार पर या संविदा के आधार पर; और
(2) 10 प्रतिशत प्रोन्नति द्वारा।

11. प्रोन्नति, प्रतिनियुक्ति, स्थानान्तरण मैट्रिक (दसवीं) पास मौन (मधु मक्खी) की दशा में श्रेणियां जिन से प्रोन्नति/पालकों में से प्रोन्नति द्वारा, जिनका तीन प्रतिनियुक्ति/स्थानान्तरण किया जाएगा :- वर्ष का नियमित सेवाकाल या ग्रेड में की गई लगातार तदर्थ सेवा यदि कोई हो, को सम्मिलित करके 3 वर्ष का नियमित सेवाकाल हो, ऐसा न होने पर कुशल ग्राफटरो, मुख्य मालियों, फील्ड मैन, [मौन (मधु मक्खी) पालन], मालियों, वेलदारों, जमादारों/बड्डरों/गार्डनर- कम-आपैरेटरों, गार्डनर- कम- मालियों में से प्रोन्नति द्वारा जिन्होंने मैट्रिक पास की हो तथा ग्रेड में पांच वर्ष का नियमित सेवाकाल या लगातार तदर्थ सेवा यदि कोई हो, को सम्मिलित करके पांच वर्ष का नियमित सेवा काल हो ;

परन्तु प्रोन्नति के प्रयोजन के लिए समस्त पात्र पदधारियों की एक चयन सूची सेवाकाल की अवधि के आधार पर तैयार की जाएगी जिसमें उच्चतर वेतनमानोंवाले पदधारियों को सामूहिक रूप से पात्र व्यक्तियों से ऊपर रखा जाएगा और तत्पश्चात् अगले निम्नतर वेतनमान वाले पदधारियों को इसके नीचे रखा जाएगा।

(1) प्रोन्नति के सभी मामलों में पद पर नियमित नियुक्ति से पूर्व सम्भरण पद में की गई लगातार तदर्थ सेवा, यदि कोई हो, प्रोन्नति के लिए इन नियमों में यथाविहित सेवाकाल के लिए, इस शर्त के अध्यधीन रहते हुए गणना में ली जाएगी, कि सम्भरण प्रवर्ग में तदर्थ नियुक्ति/प्रोन्नति, भर्ती और प्रोन्नति नियमों के उपबन्धों के अनुसार चयन की उचित स्वीकार्य प्रक्रिया को अपनाने के पश्चात् की गई थी:

परन्तु उन सभी मामलों में जिनमें कोई कनिष्ठ व्यक्ति सम्भरण पद में अपने कुल सेवाकाल (तदर्थ आधार पर की गई तदर्थ सेवा सहित, जो नियमित सेवा/नियुक्ति के अनुसरण में हो) के आधार पर उपर्युक्त निर्दिष्ट उपबन्धों के कारण विचार किए जाने का पात्र हो जाता है, वहां अपने-अपने प्रवर्ग/पद/संवर्ग में उससे वरिष्ठ सभी व्यक्ति विचार किए जाने के पात्र समझे जाएंगे और विचार करते समय कनिष्ठ व्यक्ति से उपर रखे जाएंगे :

परन्तु उन सभी पदधारियों की जिन पर प्रोन्नति के लिए विचार किया जाना है की कम से कम तीन वर्ष की न्यूनतम अर्हता सेवा या पद के भर्ती और प्रोन्नति नियमों में विहित सेवा, जो भी कम हो, होगी :

परन्तु यह और कि जहां कोई व्यक्ति पूर्वगामी परन्तुक की अपेक्षाओं के कारण प्रोन्नति सम्बन्धी विचार के लिए अपात्र हो जाता है, वहां उससे कनिष्ठ व्यक्ति भी ऐसी प्रोन्नति के विचार के लिए अपात्र समझा जाएगा/समझे जाएंगे।

स्पष्टीकरण:—अन्तिम परन्तुक के अन्तर्गत कनिष्ठ पदधारी प्रोन्नति के लिए अपात्र नहीं समझा जाएगा यदि वरिष्ठ अपात्र व्यक्ति भूतपूर्व सैनिक है जिसे डिमोबिलाईज्ड आर्मड फोर्सिस परसोनल (रिजर्वेशन आफ वेकैन्सीज इन हिमाचल स्टेट नान टैक्नीकल सर्वीसीज) रुलज, 1972 के रूल-3 के उपाबन्धों के अन्तर्गत भर्ती किया गया हो तथा इसके अन्तर्गत वरीयता लाभ दिए गए हों या जिसे एक्स सर्विस मैन (रिजर्वेशन आफ वेकैन्सीज इन दी हिमाचल स्टेट टैक्नीकल सर्वीसीज:) रुलज, 1985 के रूल-3 के उपाबन्धों के अन्तर्गत भर्ती किया गया हो तथा तदधीन वरीयता लाभ दिये गए हो।

(2.) इसी प्रकार स्थायीकरण के सभी मामलों में ऐसे पद पर नियमित नियुक्ति/प्रोन्नति से पूर्व सम्भरण पद पर की गई लगातार तदर्थ सेवा, यदि कोई हो, सेवाकाल के लिए गणना में ली जाएगी, यदि तदर्थ नियुक्ति/प्रोन्नति उचित चयन के पश्चात् तथा भर्ती और प्रोन्नति नियमों के अपबन्धों के अनुसार की गई थी :

परन्तु की गई उर्पयुक्त निर्दिष्ट तदर्थ सेवा को गणना में लेने के पश्चात् जो स्थायीकरण होगा उसके फलस्वरूप पारस्परिक वरीयता अपरिवर्तित रहेगी।

12. यदि विभागीय प्रोन्नति समिति विद्यमान हो तो उसकी संरचना:—जैसी सरकार द्वारा समय समय पर गठित की जाए।

13. भर्ती करने में किन परिस्थितियों में हिमाचल प्रदेश लोक सेवा आयोग से परामर्श किया जाएगा:—जैसी विधि द्वारा अपेक्षित हो।

14. सीधी भर्ती के लिए अनिवार्य अपेक्षा: किसी सेवा या पद पर नियुक्ति के लिए अभ्यर्थी का भारत का नागरिक होना अनिवार्य है।

15. सीधी भर्ती द्वारा पद पर नियुक्ति के लिए चयन:—सीधी भर्ती के मामले में पद पर लिए चयन, मौखिक परीक्षा के आधार पर किया जाएगा, यदि यथास्थिति, हिमाचल प्रदेश लोक सेवा आयोग या अन्य भर्ती प्राधिकरण ऐसा करना आवश्यक या समीचीन समझे तो लिखित परीक्षा या व्यावहारिक परीक्षा के आधार पर किया जाएगा जिसका स्तर/पाठ्यक्रम, यथास्थिति, आयोग/अन्य भर्ती प्राधिकरण द्वारा निर्धारित किया जाएगा।

15(क). संविदा के आधार पर पद पर सीधी भर्ती के मामले में पद पर नियुक्ति के लिए चयन:—

1. संकल्पना:—(क) पालिसी के अधीन, उद्यान प्रसार अधिकारी को संविदा के आधार पर प्रारम्भ में एक वर्ष की अवधि के लिए लगाया जाएगा, जिसे वर्षानुवर्ष आधार पर दो और वर्षों के लिए बढ़ाया जा सकेगा।

(ख) आयोग/हिमाचल प्रदेश अधीनस्थ सेवाएं चयन बोर्ड के कार्यक्षेत्र में आना:—निदेशक, उद्यान सरकार का अनुमोदन प्राप्त करने के पश्चात् खाली पदों को संविदा के आधार पर भरने हेतु सम्बद्ध भर्ती प्राधिकरण अर्थात् हिमाचल प्रदेश अधीनस्थ सेवाएं चयन बोर्ड, हमीरपुर को अध्यक्षता प्रस्तुत करेगा।

(ग) चयन इन नियमों में विहित पात्रता शर्तों के अनुसार किया जाएगा।

(घ) इन नियमों के अधीन संविदा के आधार पर इस प्रकार चयनित उद्यान प्रसार अधिकारी को सरकारी सेवा (जॉब) में नियमितिकरण या स्थाई आमेसन के लिए दावा करने का कोई अधिकार नहीं होगा।

II मानदेय:—संविदा के आधार पर नियुक्त उद्यान प्रसार अधिकारी को 6030/— रूपये की दर से नियत समेकित संविदात्मक रकम (जो वेतनमान के आरम्भ मंहगाई वेतन के बराबर होगी) प्रतिमास संदत्त की जाएगी। यदि संविदा में एक वर्ष से अधिक की बढ़ोतरी की जाती है तो क्रमशः द्वितीय और तृतीय वर्ष के लिए संविदात्मक रकम में 120/— रूपए वार्षिक की बढ़ोतरी अनुज्ञात की जाएगी।

III नियुक्ति/अनुशासन प्राधिकारी:—निदेशक, उद्यान विभाग, नियुक्ति और अनुशासन प्राधिकारी होगा।

IV चयन प्रक्रिया:—(क) पद जो बैचवार भर्ती के आधार पर विभाग द्वारा भरे जाने हैं :—संविदा के आधार पर चयन, मौखिक परीक्षा के आधार पर अथवा यदि ऐसा करना आवश्यक/समीचीन हो तो लिखित परीक्षा या व्यवहारिक परीक्षा द्वारा किया जाएगा जिसका स्तर/पाठ्यक्रम आदि इन नियमों के अधीन गठित चयन समिति द्वारा तय किया जाएगा।

(ख) पद जो सम्बद्ध भर्ती प्राधिकरण द्वारा भरे जाने हैं:—संविदा के आधार पर चयन मौखिक परीक्षा अथवा यदि आवश्यक/समीचीन हो तो लिखित परीक्षा या व्यवहारिक परीक्षा द्वारा किया जाएगा जिसका स्तर/पाठ्यक्रम आदि हिमाचल प्रदेश अधीनस्थ सेवा चयन बोर्ड, हमीरपुर द्वारा अवधारित किया जाए।

V संविदात्मक नियुक्तियों के लिए चयन समिति:—(क) पद जो बैचवार आधार पर विभाग द्वारा भरे जाने हैं :—जैसी सक्षम प्राधिकारी द्वारा समय-समय पर गठित की जाए।

(ख) पद जो सम्बद्ध भर्ती प्राधिकरण द्वारा भरे जाने हैं:—जैसा, सम्बद्ध भर्ती प्राधिकरण अर्थात् हिमाचल प्रदेश अधीनस्थ सेवाएं चयन बोर्ड, हमीरपुर द्वारा गठित किया जाए।

VI करार:—अभ्यर्थी को चयन के पश्चात् इन नियमों से संलग्न उपाबंध— ख के अनुसार करार हस्ताक्षरित करना होगा।

VII निबन्धन और शर्तें:—(क) संविदा के आधार पर नियुक्त उद्यान प्रसार अधिकारी को 6030/—रूपए की दर से संविदात्मक रकम प्रतिमास संदत्त की जाएगी। वह क्रमशः द्वितीय और तृतीय वर्ष के लिए संविदात्मक रकम में 120/—रूपए की वार्षिक वृद्धि का हकदार होगा और कोई अन्य सहबद्ध प्रसुविधाएं, जैसे कि वरिष्ठ/चयन वेतनमान आदि का हकदार नहीं होगा।

(ख) संविदात्मक उद्यान प्रसार अधिकारी की सेवा पूर्णतया अस्थायी आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है तो नियुक्ति समाप्त किए जाने के लिए दायी होगी

(ग) संविदा नियुक्ति पदधारी को किसी भी दशा में सेवा में नियमितिकरण का कोई अधिकार प्रदान नहीं करेगी।

(घ) संविदात्मक उद्यान प्रसार अधिकारी एक मास की सेवा पूरी करने के पश्चात एक दिन के आकस्मिक अवकाश का हकदार होगा। यह अवकाश एक वर्ष तक संचित किया जा सकेगा। संविदात्मक उद्यान प्रसार अधिकारी को किसी भी प्रकार का अन्य कोई अवकाश अनुज्ञात नहीं होगा। वह चिकित्सा प्रतिपूर्ति और अवकाश यात्रा सुविधा इत्यादि के लिए भी हकदार नहीं होगा/होगी। केवल प्रसूति अवकाश नियमानुसार दिया जायेगा।

(ड.) कार्यालयाध्यक्ष (हैड ऑफ ऑफिस) के अनुमोदन के बिना सेवा से अनधिकृत अनुपस्थिति से स्वतः ही संविदा की समाप्ति (पर्यावसान) हो जाएगी। संविदात्मक उद्यान प्रसार अधिकारी कर्तव्य से अनुपस्थिति की अवधि के लिए, किसी प्रकार की संविदात्मक रकम का हकदार नहीं होगा।

(च) संविदा के आधार पर नियुक्त उद्यान प्रसार अधिकारी का एक कार्यालय से दूसरे कार्यालय के लिए स्थानान्तरण किसी भी दशा में अनुज्ञात नहीं किया जाएगा।

(छ) चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण—पत्र

प्रस्तुत करना होगा। महिला अभ्यर्थियों की दशा में, बारह सप्ताह से अधिक की गर्भावस्था प्रसव होने तक, उसे अस्थाई तौर पर अनुपयुक्त बना देगी। महिला अभ्यर्थियों का किसी प्राधिकृत अधिकारी/व्यवसायी चिकित्सा द्वारा उपयुक्तता के लिए पुनः निरीक्षण किया जाना चाहिए।

(ज) संविदात्मक उद्यान प्रसार अधिकारी का, यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर, जैसी कि नियमित कर्मचारी को लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा।

VIII नियमित नियुक्ति के लिए दावा करने का अधिकार:—इन नियमों के अधीन संविदा के आधार पर लगाए गए अभ्यर्थी को किसी भी दशा में विभाग में उद्यान प्रसार अधिकारी के संवर्ग में नियमितिकरण/स्थाई आमेसन का दावा करने का कोई अधिकार नहीं होगा।

16. आरक्षण:—सेवा में नियुक्ति, हिमाचल प्रदेश सरकार द्वारा, समय-समय पर अनुसूचित जातियों/अनुसूचित जन जातियों/अन्य पिछड़े वर्गों और अन्य प्रवर्ग के व्यक्तियों के लिए सेवा में आरक्षण की बाबत जारी किए गए अनुदेशों के अधधीन होगी।

17. विभागीय परीक्षा:—लागू नहीं।

18. शिथिल करने की शक्ति:—जहां राज्य सरकार की यह राय हो कि ऐसा करना आवश्यक या समीचीन है, वहां वह, कारणों को, लिखित में अभिलिखित करके आदेश द्वारा, हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, इन नियमों के किन्हीं उपबन्धों को किसी वर्ग या व्यक्तियों के प्रवर्ग या पदों की बाबत, शिथिल कर सकेगी।

उपाबन्ध— “ख”

संविदा पर नियुक्त व्यक्ति और हिमाचल प्रदेश सरकार के मध्य निदेशक, उद्यान हिमाचल प्रदेश के माध्यम से निष्पादित किए जाने वाले संविदा/करार का प्ररूप

यह करार श्री/श्रीमती..... पुत्र/पुत्री श्री.....
निवासी....., संविदा पर नियुक्त व्यक्ति (जिसे इसमें इसके पश्चात् ‘प्रथम पक्षकार’ कहा गया है), और हिमाचल प्रदेश के राज्यपाल, के मध्य निदेशक उद्यान, (जिसे इसमें इसके पश्चात् ‘द्वितीय पक्षकार’ कहा गया है) के माध्यम से आज तारीख..... को किया गया।

‘द्वितीय पक्षकार’ ने उपरोक्त प्रथम पक्षकार को लगाया है और प्रथम पक्षकार ने.....के रूप में संविदा आधार पर निम्नलिखित निबन्धन और शर्तों पर सेवा करने के लिए सहमति दी है:—

1. यह कि प्रथम पक्षकार के रूप में..... से प्रारम्भ होने और..... को समाप्त होने वाले दिन तक एक वर्ष की अवधि के लिए द्वितीय पक्षकार की सेवा में — के रूप में रहेगा। यह विनिर्दिष्ट रूप से उल्लिखित किया गया है और दोनों पक्षकारों द्वारा करार पाया गया है कि प्रथम पक्षकार की द्वितीय पक्षकार के साथ संविदा, आखिरी कार्य दिवस को अर्थात्..... दिन को स्वयंमेव ही पर्यवसित ;समाप्तद्ध समझी जाएगी और सूचना नोटिस आवश्यक नहीं होगा।
2. प्रथम पक्षकार की संविदात्मक रकम रुपये..... प्रतिमास होगी।
3. प्रथम पक्षकार की सेवा बिल्कुल अस्थाई आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है तो नियुक्ति समाप्त (पर्यवसित) की जाने के लिए दायी होगी।

4. संविदात्मक नियुक्ति पदधारी को किसी भी अवस्था में नियमित सेवा के लिए कोई अधिकार प्रदान नहीं करेगी।
5. संविदा पर नियुक्त एक मास की सेवा पूरी करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार होगा। यह अवकाश एक वर्ष तक संचित किया जा सकेगा। संविदात्मकको किसी भी प्रकार का अन्य कोई अवकाश अनुज्ञात नहीं होगा। वह चिकित्सा प्रतिपूर्ति और एल0टी0सी0 इत्यादि के लिए भी हकदार नहीं होगा/होगी। नियमानुसार केवल प्रसूति अवकाश दिया जाएगा।
6. नियन्त्रक अधिकारी के अनुमोदन के बिना कर्त्तव्यों से अनधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्यावसान (समापन) हो जाएगा। संविदा पर नियुक्त कर्त्तव्य (कार्य) से अनुपस्थिति की अवधि के लिए संविदात्मक रकम का हकदार नहीं होगा।
7. किसी भी दशा में संविदा के आधार पर नियुक्त का एक स्थान से दूसरे स्थान के लिए स्थानान्तरण अनुज्ञात नहीं होगा।
8. चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण-पत्र प्रस्तुत करना होगा। महिला अभ्यर्थियों की दशा में बारह सप्ताह से अधिक की गर्भावस्था उसे प्रसव होने तक अस्थाई तौर पर अनुपयुक्त बना देगी। महिला अभ्यर्थियों का प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः निरीक्षण किया जाना चाहिए।

इसके साक्ष्यस्वरूप प्रथम पक्षकार और द्वितीय पक्षकार ने पहले पैरा में लिखी तारीख को अपने-अपने हस्ताक्षर कर दिए हैं ।

गवाह की उपस्थिति में

1.....

 (नाम व पूरा पता)

2.....

 (नाम व पूरा पता)

प्रथम पक्षकार के हस्ताक्षर

गवाह की उपस्थिति में

1.....

 (नाम व पूरा पता)

2.....

 (नाम व पूरा पता)

द्वितीय पक्षकार के हस्ताक्षर

[Authorised English Text of H.P. Govt. Notification No. 29-1/72-Hort. Sectt.-Part-I, dated _____ as required under clauses (3) of article 348 of the Constitution of India].

DEPARTMENT HORTICULTURE

NOTIFICATION

Shimla-2

No. 29-1/72-Hort.Sectt. –Part-I.—In exercise of the power conferred by proviso to article 309 of the Constitution of India, the Governor of Himachal Pradesh in consultation with the Himachal Pradesh Public Service Commission, is pleased to make the Recruitment and Promotion Rules for the post of Horticulture Extension Officer Class-III (Non-Gazetted) in the Department of Horticulture, Himachal Pradesh as per Annexure-“A” attached to this notification; namely :-

1. Short title and Commencement.—(1) These rules may be called the Himachal Pradesh, Horticulture Department, Horticulture Extension Officer, Class-III (Non-Gazetted) Recruitment and Promotion Rules, 2007.

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

2. Repeal and savings.—(1) The Himachal Pradesh Horticulture Department, Horticulture Extension Officer, Class-III (Non-Gazetted) Recruitment and Promotion Rules, 2002 notified notified vide Notification No. 29-1/72-Hort.(Sectt), Part-I, dated 1-8-2002 are hereby repealed.

(2) Nothing withstanding such repeal, any appointment made, or anything done or any action taken under the rules so repealed under sub-rule(1) supra shall be deemed to have been validly made, or done or taken under these rules.

By Order,
J.P. NEGI,
Addl. Chief Secretary.

ANNEXURE-“A”

RECRUITMENT AND PROMOTION RULES FOR THE POST OF HORTICULTURE EXTENSION OFFICER (CLASS-III, NON-GAZETTED), IN THE DEPARTMENT OF HORTICULTURE, HIMACHAL PRADESH.

- | | | |
|----------------------|---|--|
| 1. Name of the post | : | Horticulture Extension Officer |
| 2. Number of post(s) | : | 510(Five hundred ten) |
| 3. Classification | : | Class-III (Non Gazetted) |
| 4. Scale of pay | : | Rs.4020-120-4260-140-4400-150-5000-160-5800-200-6200 |

5. *Whether "Selection" post : Non-Selection.
or "Non- Selection" post:*

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 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 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 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 were/are finally absorbed in the service of such Corporations/Autonomous Bodies after initial constitution of the Public Sector Corporations/Autonomous Bodies.

(1) 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 application or notified to the Employment Exchanges or as the case may be.

(2) Age and experience in the case of direct recruitment, relaxable at the discretion of Himachal Pradesh Public Service Commission in case the candidate is otherwise well qualified.

7. *Minimum educational and other qualifications required for direct recruitment.—*

ESSENTIAL QUALIFICATION.—Should have passed four year's B.Sc.(Horticulture) Degree or its equivalent from recognized University.

DESIRABLE QUALIFICATION(S).—Knowledge of customs, manners and dialects of Himachal Pradesh and suitability for appointment in the peculiar condition prevailing in the Pradesh.

8. *Whether age and educational qualification prescribed for direct recruits will apply in the case of the promottee(s).—Age : Not Applicable.*

Educational Qualification:As prescribed in Column No.11.

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. *whether by direct recruitment or by promotion, deputation, transfer and the percentage of posts, to be filled in by various methods.—(1)* 90 % by direct recruitment or on contract basis as follows.—

- (i) 45% by direct recruitment OR on contract basis (through open competition); **and**
- (ii) 45% by academic batch-wise recruitment on regular basis OR on contract basis.
- (2) 10% by promotion.

11. *Method of recruitment, In case recruitment by promotion, deputation, transfer, grade from which promotion/ deputation/ transfer is to be made.—*By promotion from amongst the Bee Keeper who are Matric Pass with three years regular service or regular combined with continuous adhoc service rendered, if any, in the grade failing which by promotion from amongst the Skilled Grafters, Head Malies, Fieldman (Bee-Keeping), Malies, Beldars, Jamadars/Budders/Gardeners-cum-Operators, Gardners-cum-Malies who are Matric pass and also possess five years regular service or regular combined with continuous adhoc service rendered, if any, in the grade.

Provided that for the purpose of promotion a combined select list of eligible officials on the basis of length of service shall be prepared where-in the incumbents with higher pay scales shall be kept enbloc above amongst the eligible persons and thereafter the incumbents next in the lower pay scale shall be placed below it & so on .

(1) In all cases of promotion, the continuous adhoc service rendered in the feeder post, if any, prior to the regular appointment to the post shall be taken into account towards the length of service as prescribed in these Rules for promotion subject to the condition that the adhoc appointment/promotion in the feeder category had been made after following proper acceptable process of selection in accordance with the provisions of R& P Rules, provided that —

In all cases where a junior person becomes eligible for consideration by virtue of his/her total length of service (including the service rendered on adhoc basis, followed by regular service / appointment) in the feeder post in view of the provision referred to above, all persons senior to him/her in the respective category/post/cadre shall be deemed to be eligible for consideration and placed above the junior person in the field of consideration;

Provided that all incumbents to be considered for promotion shall possess minimum qualifying service of atleast three years' or that prescribed in the R&P Rules for the post whichever is less;

Provided further that where a person becomes ineligible to be considered for promotion on account of the recruitments of the preceding proviso, the person(s) junior to him/her shall also be deemed to be ineligible for consideration for such promotion;

Explanation:The last proviso shall not render the junior incumbent(s) ineligible for consideration for promotion if the senior ineligible person(s) happened to be Ex-Servicemen recruited under the provisions of Rule-3 of Demobilized Armed Force Personnel (Reservation of Vacancies in Himachal Pradesh State Non-Technical Services) Rules, 1972 and having been given the benefit of seniority thereunder or recruited under the provisions of Rule-3 of Ex-servicemen (Reservation of Vacancies in Himachal Pradesh State Technical Services) Rules, 1985 having been given the benefit of seniority thereunder.

(2) Similarly in all cases of confirmation, adhoc service rendered in the feeder post, if any, prior to the regular appointment/promotion against such post shall be taken into account towards the length of service, if the adhoc appointment / promotion had been made after proper selection and in accordance with the provisions of the R&P Rules:

Provided that the inter-se-seniority as a result of confirmation after taking into account, adhoc service rendered as referred to above shall remain unchanged.

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

As may be constituted by the Govt. from time to time.

13. *Circumstances under which the Himachal Pradesh Public Service Commission 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 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 Himachal Pradesh Public Service Commission or other recruiting authority, as the case may be, so consider necessary or expedient by a written test or practical test, the standard/syllabus etc. of which will be determined by the Commission/other recruiting authority as the case may be.

15 A. Selection for appointment to post by contract basis.

(I) CONCEPT.—(a) Under the policy, the Horticulture Extension Officer in the Horticulture Department will be engaged on contract basis initially for one year, which may be extendable for two more years on year to year basis.

(b) **POST FALLS WITHIN THE PURVIEW OF THE HPPSC/HPSSB:**The Director of Horticulture after obtaining the approval of the Government to fill up the vacant post on contract basis will place the requisition with the concerned recruiting agency i.e. H.P.Subordinate Services Selection Board, Hamirpur.

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

(d) Contractual Horticulture Extension Officer so selected under these rules will not have any right to claim regularization or permanent absorption in the Government job.

(II) HONORARIUM:The Horticulture Extension Officer appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. 6030/- per month (which shall be equal to initial of Pay Scale + Dearness pay). An amount of Rs. 120/- as per annual increase in contractual emoluments for second and third years respectively will be allowed if contract is extended beyond one year.

(III) APPOINTING/DISCIPLINARY AUTHORITY:The Director of Horticulture Department will be appointing and disciplinary authority.

(IV) SELECTION PROCESS:(a) For the posts to be filled up by batch-wise basis at Departmental level: Selection for appointment to the post in the case of contract appointment will be made on the basis of viva-voce test or if consider necessary or expedient by the written test or practical test, the standard/ syllabus etc. of which will be determined by the selection committee constituted under these Rules .

(b) For the posts to be filled up through the concerned Recruiting Agency.—Selection for appointment to the post in the case of contract appointment will be made on the basis of viva-voce test or if consider necessary or expedient by the written test or practical test, the standard/ syllabus etc. of which will be determined by the concerned recruitment agency i.e. H.P.Subordinate Services Selection Board, Hamirpur.

(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS:

(a) For the posts to be filled up by batch-wise basis at Departmental level:"As may be constituted by the competent authority from time to time".

(b) For the posts to be filled up through the concerned Recruiting Agency:As may be constituted by the concerned recruitment agency i.e. H.P. Subordinate Services Selection Board, Hamirpur.

(VI) AGREEMENT:After selection of a candidate, he/she has to sign an agreement as per Annexure-“B” appended to these rules.

(VII) TERMS AND CONDITIONS:

(a) The Horticulture Extension Officer appointed on contract basis will be paid contractual amount @ Rs. 6030/- per month. He/she will be entitled for annual increase in contractual amount @ Rs. 120/- per annum for second and third years respectively and no other allied benefits such as senior/selection scales etc.

(b) The service of the contractual Horticulture Extension Officer will be by purely on temporary basis.The appointment is liable to be terminated in case the performance/ conduct of the contract appointee is not found good.

(c) Contractual appointment shall not confer any right to the incumbent for the regularization in service at any stage.

(d) Contractual Horticulture Extension Officer will be entitled for one day casual leave after putting one month service. This leave can be accumulated upto one year. No leave of any other kind is admissible to the Contractual Horticulture Extension Officer. He/she will not be entitled for Medical Reimbursement and LTC etc. Only maternity leave will be given as per Rules.

(e) Unauthorized absence from the service without the approval of the Head of the office shall automatically lead to the termination of the contract. Contractual Horticulture Extension Officer will not be entitled for any contractual amount for the period of absence from duty.

(f) Transfer of a Horticulture Extension Officer appointed on contract basis will not be permitted from one office to another in any case.

(g) Selected candidate will have to submit a certificate of his/her fitness from a Govt./registered Medical practitioner. In case of women candidates, pregnancy

beyond 12 weeks will stand temporarily unfit until the confinement is over. The women candidate will be re-examined for fitness from an authorized Medical Officer/Practitioner.

- (h) Contractual Horticulture Extension Officer shall be entitled to T.A./D.A. if required to go on tour in connection with his/her official duties at the same rate as applicable to regular Horticulture Extension Officer.

(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 Horticulture Extension Officer in the cadre in a Department at any stage.

16. Reservation.—The appointment to the service shall be subject to orders regarding reservation in the service for Scheduled Castes/Scheduled Tribes/Other Backward persons issued by the Himachal Pradesh Government from time to time.

17. Departmental Examination.— Not applicable

18. Power to relax. Opinion.—Where the State Govt. is of the 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 H.P. 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).

ANNEXURE-“B”.

Form of contract/agreement to be executed between the Contract Appointee & the Government of Himachal Pradesh through Director of Horticulture, Himachal Pradesh, Shimla-2.

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

..... contract appointee (hereinafter called the FIRST PARTY), and The Governor, Himachal Pradesh through Director of Horticulture, Himachal Pradesh, Shimla-2 (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 _____ on contract basis on the following terms & conditions.—

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as officer as per Appendix-A for a period of 1 year commencing on this 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 contract of the FIRST PARTY will be Rs. _____
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

- 4 The contractual appointment shall not confer any right to incumbent for the regular service at any stage.
- 5 Contractual officer will be entitled for one day casual leave after putting one month service. This leave can be accumulated upto one year. No leave of any kind is admissible to the contractual officer. He/She will not be entitled for Medical Reimbursement and L.T.C. 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 appointee will not be entitled for salary for the period of absence from duty.
7. Transfer of a contractual appointee 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 until the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/Practitioner.

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)

HIMACHAL PRADESH STATE AGRICULTURAL MARKETING BOARD
VIPNAN BHAWAN, KHALINI, SHIMLA-171002

NOTIFICATION

Shimla-2, 1st September, 2007

No. HMB (F) 1-4/2004.—In exercise of the powers conferred by Section 84 of the Himachal Pradesh State Agricultural and Horticultural Marketing Produce (Development and Regulation) Act, 2005 (Act No. 20 of 2005), the H.P. State Agricultural Marketing Board vide resolution No.4 of the meeting of the Board held on 24.8.2007, is pleased to make the “**The Himachal Pradesh Agricultural Produce Market Committees Bye-Laws-2007**”, in respect of the notified market area as follow:—

CHAPTER-I

PRELIMINARY

1. Short title.—These bye-laws may be called the Agricultural Produce Market Committees Bye-laws, 2007.

2. Definitions.—(1) In these bye-laws, unless there is any thing repugnant in the subject or context:—

- (a) “**Act**” means the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation) Act, 2005 (Act No. 20 of 2005);
- (b) “**authorised weights**” shall have the same meaning as assigned to the term ‘standard weight or measure’ under the Himachal Pradesh Weights and Measures (Enforcement) Act, 1968 (23 of 1968);
- (c) “**auction site**” means the place or places in the market approved by the committee for auction of agricultural produce;
- (d) “**Committee**” means the Agricultural Produce Market Committee established under section 29 of the Act;
- (e) “**Deputy Commissioner**” means the Deputy Commissioner of the District having jurisdiction over the notified market area and if such area is situated in more than one district, the Deputy Commissioner of one of the concerned districts, as may be designated by the State Government in this behalf; and includes any person authorized by him to act on his behalf;
- (f) “**registered**” means a person who is holder of a valid registration granted by the Committee and includes a person who is liable to obtain a registration certificate under the Act;
- (g) “**office of the Committee**” means the office including a branch office as may be so specified by the committee;
- (h) “**Place**” includes any stall, shop, shed, pen, structure, enclosure or open space used for marketing of agricultural produce;

- (i) “**proposition**” means a formal proposal;
- (j) “**rules**” means the Himachal Pradesh Agricultural and Horticultural produce Marketing (General) Rules, 2006 and or the Himachal Pradesh Agricultural and Horticultural produce Marketing (Financial) Rules, 2006, as the context may require.
- (k) “**transport**” means any means of carriage howsoever propelled and include beasts of burden and transporter means the owner, proprietor, co-owner or his agent or one who plies on hire or for any other tangible or intangible consideration.
- (l) “**unit**” means any single package, container, bag, can, drum or any other receptacle conforming to the requirements of the Marketing Standard Bureau for different agriculture commodities.
- (m) “**weigh**” means and includes the entire process of filling, putting on the scale and adjusting weights in order to ascertain the exact weight of one or more units.
- (2) Words and expressions used in these bye-laws but not defined herein shall have the same meaning respectively as is assigned to them either in the Act or the rules and the regulations.

CHAPTER-II

CONSTITUTION OF AGRICULTURAL PRODUCE MARKET COMMITTEES

3. Constitution of Agricultural Produce Market Committee.—(1) For the purpose of constituting a committee for a particular notified market area, and to nominate non-official members, the chairman of the Board shall invite from the Deputy commissioner concerned a panel of qualified persons, equal to twice the number of vacancies, as per the specific requirement of sub-section (3) of section 30 of the Act, preferably to reach him by a given date.

(2) On receipt of the panel from the Deputy Commissioner, the Chairman, with all possible dispatch, shall transmit it to the State Government alongwith his recommendation and suggestions, if any, as a prelude to the constitution of the committee and nomination and notification of nonofficial members thereon under section 30 of the Act.

(3) As and when a non-official member vacates his seat, as a result of death, resignation, retirement, transfer, removal or for any other reason, the Managing Director shall, as early as practicable, initiate action, in the manner enunciated in sub bye-law (1) and (2) above, bearing in mind the character and category of the class to which the vacancy relates.

(4) Unless otherwise provided the committee shall come into existence and become functional from the date the Government notification establishing it under section 29 is published in the Himachal Pradesh Rajpatra.

(5) The term of office of a non-official member shall commence from the date the appointment is published in the Himachal Pradesh Rajpatra.

(6) No sooner a committee is constituted, the Managing Director shall give the fact as wide a publicity as he may consider reasonable and desirable by adopting one or more modes of information dissemination.

4. Filling of casual vacancy in the office of chairman of a committee.—(1) Whenever a vacancy is caused in the office of the chairman of a committee, because of death, resignation, removal or otherwise the chairman of the Board or the Managing Director, if so directed by a general or special order by the former, may appoint a date, time and place of a meeting to be held exclusively for the purpose of holding election to the vacancy and direct the member functioning as chairman in terms of sub-section (2) of section 36 of the Act, accordingly to convene the meeting.

(2) The said meeting presided over by an officer nominated by the chairman of the Board, shall forthwith proceed to hold the election, in terms of Section 35 and in so far as possible, in the manner specified in rule 12 and 13 of the (General) Rules, 2007.

5. Motion of no confidence against chairman.—(1) Any non-official member desirous of expressing no confidence in the chairman may give notice in writing (in form 'A') to the Secretary specifying clearly and precisely the point(s) in support of his intention:

Provided that the notice shall be supported by the signatures of at least one half of the non-official members of the committee.

(2) The Secretary, as soon as possible, shall report the matter to the Managing Director who shall fix a day, which in no case shall be beyond thirty days of the date the notice was received by the Secretary, for the purpose of holding a meeting to consider the matter.

(3) After ascertaining the name and particulars of the officer authorized by the State Government to preside, the Managing Director, shall communicate it to the Secretary and direct him to summon the meeting on the date, time, and place fixed by the former.

(4) Soon after the meeting is over, the Secretary shall immediately provide to the Managing Director a copy of the minutes specifying inter-alia the ultimate outcome, and the voting pattern viz; names of members who voted for and against the motion.

CHAPTER-III

PROCEDURE TO TRANSACT BUSINESS

6. Time and place of meeting.—(1) A meeting of the committee shall ordinarily be held at the headquarter of the committee at least once in three months on the date and time fixed by the chairman.

(2) The chairman may in his own discretion or on requisition in writing of not less than one half of the total number of the committee members call an emergent meeting of the Committee.

(3) If at any time the Chairman is satisfied that circumstances exist which render necessary to take immediate action, he may direct that a matter and if more than one the matters instead of being brought up for discussion at a meeting be circulated, to all the members, for

opinion and if more than one half of the members support the proposed line of action the matter may be dealt with accordingly:

Provided that all such matters shall be brought to the notice of the Committee when it meets next.

7. Manner of convening a meeting and of giving notice.—(1) Notice of every meeting shall be issued by the chairman or under his instructions by the Secretary at least ten days before the date of the meeting as also the agenda, with a copy endorsed to the Managing Director or any other person authorized by the Board in this behalf. Every such notice shall state the place, the date and the hour of such meeting. Every item of agenda shall be in the form of a regular proposal complete in itself.

(2) Papers relating to any subject included in the agenda for any meeting shall be open for inspection to every member at the office of the committee during the usual office hours.

(3) An emergent meeting may be convened at a short notice of not less than two days.

8. Quorum.—(1) No business shall be transacted at a meeting unless there is quorum.

(2) The quorum necessary for the transaction of business at a meeting of the committee shall not be less than five members:

Provided that not less than five non-official members must be present in a sitting in which budget proposal is to be considered.

(3) If the quorum of a meeting is not complete within one hour of the appointed time, the meeting shall be presumed to have been adjourned sine die.

9. Attendance of Members.—(1) A record of attendance of members in every sitting of the committee shall be kept by the Secretary and for this purpose an attendance register shall be maintained. A member, who fails to sign the register while the Committee is in session, shall be treated absent.

(2) A member desiring permission to remain absent from a meeting shall make an application in writing addressed to the chairman and all such applications shall be set down for consideration of the committee soon after receipt.

(3) If a member remains absent from three consecutive sittings without the leave of the committee, or for which he fails to render satisfactory explanation, the chairman shall forthwith report the default to the Board.

10. Arrangement of business.—(1) A meeting shall commence with a motion from the chair seeking confirmation of the minutes of the previous meeting. The minutes placed for confirmation shall normally be taken as read, but if for any reason these have not been circulated earlier, these shall be read before the motion is taken into consideration.

(2) At this stage any member may take objection to the confirmation of the minutes by moving an amendment, provided he has given a notice in writing at least three clear days in advance. If this notice seeks alteration, annulment or an amendment in the minutes under

discussion, the chairman shall declare that the item stands deferred to the next meeting of the committee and a decision at which shall be conclusive and final.

(3) Items on the agenda shall be taken up by the chair one by one in order in which these appear on the list of business unless the chair is satisfied that there is sufficient ground for any variation therein.

(4) Unless the chairman directs otherwise, no business requiring notice shall ordinarily be set down for a meeting before the period of necessary notice has expired.

(5) No matter shall be included in the agenda nor shall be discussed in any meeting of the Committee which is not connected with the functions and the duties of the committee as prescribed by the Act, and it shall be the duty of the chairman or the person actually presiding to disallow its inclusion in the agenda and to refuse to permit the discussion of any such matter at the sitting.

11. Voting in the meeting.—All questions at a sitting shall be determined by a majority of votes of the members present and voting. The chairman shall be entitled to vote on all questions at a meeting. Voting by proxy will not be permissible. Any member may decline to vote on any matter without assigning any reason. Voting shall ordinarily be done by show of hands, but the chairman may, at the request of any member, direct that votes be taken by ballot.

12. Notice of proposition by member.—(1) Every proposition other than that brought up by or upon the direction of the Chairman and included in the agenda shall be proposed by one member and seconded by another. Unless reduced in writing and proposed and seconded in the manner aforesaid, the Chairman shall refuse to place it before the Committee for discussion.

(2) A proposition shall be inadmissible if;

- (a) it is not clearly and precisely expressed;
- (b) it relates to a matter which is not primarily the concern of the committee;
- (c) it relates to a matter which is under adjudication in a court of law or has already been discussed during the previous six months; and
- (d) it does not raise substantially one definite issue.

(3) The chairman shall decide whether a proposition or any part thereof is or is not admissible and may disallow notice of a proposition as a whole or part thereof, which in his opinion, is an abuse of the right of moving a proposition or is calculated to obstruct or prejudicially affect the proceedings of the Committee or is in contravention of the bye-laws.

13. Amendments.—(1) An amendment may be moved after the original proposition has been duly made, seconded and recorded.

(2) When an amendment has been brought to any proposition, it shall be put to the vote first. If carried, it shall become a substantive proposition. When there are more amendments than one, these shall be put in order reverse to that in which these are proposed.

(3) The Secretary, if time permits, make available to the members list(s) of amendments of which notices have been received, and admitted.

14. Member not to take part in proceedings.—No member shall be present at a vote or take part in any proceeding of the committee or any sub-committee thereof, if the subject matter of

the vote or proceeding relates to a matter in which such member or any member of his family has a direct or indirect pecuniary or personal interest.

15. Procedure at meeting .—(1) The chairman shall regulate the course of all business brought forward in a sitting.

(2) The members shall sit in such order as the chairman may determine.

(3) A member desiring to speak or make an observation on any matter under discussion shall speak from his place; shall rise when he speaks; shall speak when called upon by the chair and shall address the chairman.

(4) If at any time the chairman rises to speak, the member speaking shall resume his seat and resume his speech only if and when called by the chairman.

(5) The matter of every speech shall be brief and strictly relevant to the matter under discussion.

(6) A member while speaking shall not—

- (a) refer to any matter or fact on which a judicial decision is pending;
- (b) make a personal charge against a member or an officer or other employee of the committee, without previous notice to the chair as also the party concerned; and
- (c) use offensive expressions or reflect upon the conduct of high dignitaries.

16. Maintenance of order.— (1) If one or more member(s) present at a meeting create disorder or fail to maintain proper decorum or refuse to respond to his directions, the Chairman may if deemed expedient adjourn the meeting sine die or to a particular date and time. When so adjourned any decision taken thereafter shall be void and shall not appear in the minutes book. In all such cases, the chairman shall record in his own hand the reason for adjournment.

(2) After calling the attention of the meeting to the conduct of a member who persists in speaking or in arguing which, in the opinion of the chairman, is irrelevant, repetitive or other-wise uncalled for, he may direct the member concerned to discontinue his speech.

(3) The chairman may direct any member, whose conduct, in his opinion, is disorderly, to withdraw immediately from the meeting, and any member so ordered to withdraw shall do so forthwith and shall, unless recalled by the chairman, absent himself from that meeting.

17. Record of the Proceedings.—The Secretary shall cause to be prepared a brief record of the proceedings of each sitting which shall be signed both by the Chairman and the Secretary:

Provided that the Secretary will ensure that the minutes of the meeting are reached in the office of Board with in 7 days of the meeting.

18. Custody of record and papers.- The Secretary shall have the custody of all records, documents and papers belonging to or relating to business conducted by the committee, any of its sub-committees and he shall not permit any such document or paper to be taken out, copied, inspected or otherwise transmitted by any officer or employee or any other person, save in the due discharge of bonafide functions or when duly authorized in this behalf in accordance with the general or specific directions of the committee.

19. Consideration of budget.—(1) On a day appointed by the chairman to discuss the budget of the committee for next year [prepared in forms 'C and D' of rule 9 of the [Himachal Pradesh Agricultural and Horticultural Produce Marketing (Financial) Rules, 2006], the members shall be at liberty to discuss the budget as a whole or any question of principle involved therein.

(2) After the chairman is satisfied that there has been reasonable discussion, he shall take up one by one various items composing the budget and ascertain approval of the members.

(3) If the budget passed by the committee is returned by the Board with a message that the committee may re-consider the budget as a whole or any particular provision thereof, the chairman shall apprise the members and appoint a day to re-consider the budget as returned by the Board.

(4) On the day appointed, the meeting may adopt such procedure as be deemed expedient by the chairman who shall see that the debate is brief and remains within the confines of only such matters as the Board has desired to re-consider.

Explanation.—“Budget” also includes financial statements in the nature of supplementary or additional estimates.

CHAPTER-IV

APPOINTMENT OF SUB-COMMITTEES AND THEIR FUNCTIONS

20. Appointment of sub-committees.—(1) As and when necessary, the following sub-committees may be constituted by a resolution of the committee:—

- (i) Disputes sub-committee;
- (ii) Executive sub-committee;
- (iii) Development sub-committee; and
- (iv) Any other sub-committee;

(2) The Chairman or in his absence, the Vice-Chairman shall preside over the meetings of the sub-committees and when both the Chairman and Vice-Chairman are absent, by a member chosen at a meeting to preside it.

(3) All questions which may come up before a committee at any meeting shall be decided by a majority of the members present and voting and in every case of equality of votes, the person presiding shall have and exercise a second or casting vote.

(4) The Committee may when need arises add to the functions of any of the sub-committees as set out in bye-laws 21, 22 and 23.

(5) Subject to the provisions of the Act and the rules framed thereunder, members of all the sub-committees shall be elected by the committee in a regular meeting.

(6) The Secretary of the committee, or in his absence such other employee as may be appointed by the committee shall act as Secretary of all the sub-committees.

(7) The committee may at any time dissolve and reconstitute any subcommittee.

21. Disputes sub-committee.—(a) The Disputes sub-committee shall consist of:—

- (i) one of the representatives of the producers on the committee;
 - (ii) one of the representatives of the trader members; and
 - (iii) one of the ex-officio members of the committee .
- (b) Subject to the bye-laws, the Disputes sub-committee shall arrange the settlement of disputes arising in the course of any transaction of buying of any agricultural produce in the notified area, including disputes regarding the quality, weight and the allied issues.
- (c) For the purposes of clause (b) the Disputes sub-committee shall, for each market yard, appoint a panel of not less than six persons but in no case exceeding eleven persons to act as arbitrators or umpires in the settlement of disputes. Every person included in the panel shall be either producer living in the notified market area, or a dealer doing business in the market yard for which that panel has been appointed. Each such persons shall in addition have requisite knowledge and expertise to assess or evaluate the quality of the agricultural produce and of its trading conditions. The panel shall be sufficiently representative body; and persons comprising shall be capable of performing competently and honestly the functions of an arbitrator.
- (d) The disputes sub-committee may, in addition appoint in respect of each market or other area referred to in clause (c) a panel of not less than six and not more than twelve persons to function as surveyors whenever so required by the arbitrators or umpires. The persons appointed to the panel shall be such as possess thorough knowledge of the factors to be taken into account for determining quality of the agricultural produce.
- (e) No action or decision of the disputes sub-committee shall be called in question on the ground that there was a vacancy in the disputes sub-committee or that some of the members were absent at any stage of proceedings.
- (f) Whenever any dispute of the nature referred to in clause (b) arises, it shall be dealt with in the manner laid down here below:—
- (i) A disputes shall be reported by party within one month from the date of actual occurrence, to the Market Supervisor of the committee having jurisdiction over the market concerned, who shall at once take the complaint on record and call the attention of the other party also to the complaint and endeavour to settle the same in an informal manner, failing which he shall collect from both, the complainant and the respondent the fees due if any;
 - (ii) Each of the parties shall then be called upon to name within a period of one month an arbitrator from and out of the panel appointed under clause (c);
 - (iii) The two arbitrators thus nominated, one by each party to the dispute, shall thereafter but in any case within a week, choose an umpire from among the remaining members of the panel constituted under clause (c). In the event of either or both the parties to the dispute failing to agree on a name, the market supervisor shall select the umpire;

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- (iv) The arbitrators and umpire may if necessary seek the assistance of Surveyors in coming to a just conclusion;
 - (v) The dispute shall first be enquired into by the two arbitrators and if both of them are of one mind, they will give the award in writing stating precisely the nature of the dispute; the determination arrived at; the grounds for such determination; and also state the terms of the award;
 - (vi) When the two arbitrators are unable to form a common opinion, the umpire on reference shall decide the dispute on the basis of evidence recorded by the arbitrators. If deemed necessary he may hear the parties before arriving at a conclusion. The decision of the umpire shall be binding on parties of the dispute;
 - (vii) Any party if aggrieved by the award given under sub-clause
 - (iv) or (v) may file an appeal before the dispute subcommittee within one month of the date of award;
 - (viii) Appeal shall be addressed to the Secretary of the committee who shall lose no time to place the matter before the dispute sub-committee which shall call for the records and decide the appeal on the basis thereof;
 - (ix) An appeal shall be heard by the dispute sub-committee with at least two members present at the hearing; and shall decide the matter on the basis of majority opinion. In case the members are equally divided in opinion, the award of the arbitrators shall be confirmed by the Dispute sub-committee;
 - (x) The findings of the Disputes sub-committee shall be well reasoned, committed to writing and signed and sealed by the Chairman and its other members. The sub-committee, on a written request may allow legal practitioners to appear before it to argue the case in appeal but not at any earlier stage of proceedings; and
 - (xi) Legal practitioners may be allowed to argue the case in appeal but not at any earlier stage.
- (g) The dispute sub-committee may appoint for each market or any specified region within the notified area a “subordinate joint committee for disputes” called the Arbitration committee consisting of one of the members of the disputes sub-committee who shall be its chairman and such number of non-members as necessary, but not exceeding four to assist the sub-committee in dealing with a dispute. Unless appealed against to the Disputes subcommittee all awards given by the arbitration committee shall be given effect to as it in the manner given by the Disputes subcommittee itself.
 - (h) The awards given by or under the authority of the Disputes subcommittee shall be enforceable as provided for in these bye-laws.
 - (i) All decisions of the Disputes sub-committee other than an award in appeal, shall be subject to approval and ratification by the committee except in respect of items delegated under section 42 of the Act.

22. Executive sub-committee.—(1) The Executive sub-committee shall be constituted of the following members:

- (i) One representative of the producers;
- (ii) One representative of the traders registered under section 40 and;
- (iii) One ex-officio member.

Function and duties.—(2) Unless otherwise provided the functions and duties of the Executive sub-committee shall be as follows:

- (i) To prepare budget estimates and scrutinise every estimate for consideration of the committee;
 - (ii) to scrutinise and examine monthly accounts and to submit its observations and recommendations respecting irregularities having come to notice;
 - (iii) to scrutinize annual indents for stores, furniture, equipment for markets, stationery, printing, etc; and also to submit its recommendation with a view to bring about improvements and economy in the working of the committee;
 - (iv) to conduct auctions of unserviceable or surplus or obsolete stock and stores;
 - (v) to plan and execute special or general publicity campaign regarding the ameliorative work of the committee and its regulated markets;
 - (vi) to scrutinize at random the reports on various administrative activities of the committee filed by its employees;
 - (vii) to undertake and perform any other task which the committee may assign to it;
- (3) (i) With the concurrence of the committee the sub-committee may delegate any of its functions to the Secretary;
- (ii) instructions to the employees, other than the Secretary shall be issued by the sub-committee only through the Secretary. To the Secretary these shall be issued by and through the Chairman;
- (iii) at every meeting of the committee, the sub-committee shall place before it a status report on its activities as also record its proceedings held since the committee met last; and
- (iv) all actions of the sub-committee, except in respect of items on which final power has been specifically delegated to it under section 42 of the Act, shall be subject to the approval of and ratification by the committee.

23. Development sub-committee.—(1) The Development sub-committee shall consist of three members from amongst:—

- (i) the producers members;

- (ii) the trader member; and
- (iii) ex-officio members.

(2) The sub-committee shall arrange for:—

- (i) the construction, maintenance and repairs of the buildings, roads, lanes, and other structures in the market yards that may be entrusted to it after the sanction of the work by the committee;
- (ii) provision of amenities and facilities in the market yards;
- (iii) improvement and development of agricultural marketing in the market area demarcated by the committee.

24. *Any other sub-committee.*—The committee may appoint any other subcommittee consisting of two or more of its members for performing such duties and discharging such functions as the committee may assign.

CHAPTER-V

FUNCTIONING OF MARKETS

25. *Control and conservancy of the market.*—(1) The committee shall exercise such control over the markets as also on the sale and purchase of agricultural produce therein as may be required in due observance of provisions of the Act and rules; and shall manage the markets established under sections 19 and 21 (2) of the Act in a manner as best subserves the interest of the trade.

(2) One month before the commencement of marketing season of the agricultural produce grown during kharif and Rabi seasons, the buying and selling plan prepared by the Secretary shall be discussed by the committee in a special meeting summoned for the purpose.

(3) A meeting of the government, semi government- which normally procure and buy the produce shall thereafter be convened to which the market functionaries as well as buyers shall be invited to discuss the buying and selling plan as finalized by the committee in general and details regarding requirement of funds, packing material, transportation, storage capacity and the maximum daily arrival as could be handled conveniently in particular.

26. *Control of vehicles.*—(1) The movement of incoming and outgoing transport carrying agricultural produce shall be regulated by the committee in order to avoid congestion or any disturbance with the free flow of commerce within the limits of the market.

(2) The committee may prescribe and levy entrance fee on the vehicle(s) entering the market yard(s) and/ or sub yard(s), at such rates and scales as may be determined by it.

(3) No person, body, organization, or association, shall be allowed to obstruct or hinder in any manner the transportation of agricultural produce to and from the market or any of its yard or sub-yard.

(4) The committee shall ensure in so far as be within its powers that the transport facility to the producers and the buyers and growers is available at all times during the usual functioning

hours of the market for transporting the agricultural produce, at the rates fixed by the district administration from time to time.

(5) No person shall operate any vehicular transport in the market unless that person:

- (i) registers the truck/ vehicle/transport with the committee;
- (ii) attaches to it at a prominent place prescribed by the committee, the permit plate issued by the committee;
- (iii) displays the current registration sticker on the permit plate; and
- (iv) complies with any other requirement as may be prescribed by the committee from time to time.

(6) A person in charge of a vehicle, truck, or any other mechanized transport, shall not keep its engine idling when not in motion or when so directed by a competent authority, shall at once switch off the engine.

(7) No person shall :

- (i) cause, permit or allow any person other than the driver of truck or transport enter within the market premises; or
- (ii) drive a truck or motorized trolley, unless that person has in his possession a valid and current licence;
- (iii) drive a vehicle with in the market at a speed exceeding the prescribed limit, or in a direction other than the one meant for entry or exit, or in a dangerous and negligent manner; and
- (iv) drive any vehicle that does not comply with the lighting or safety requirements prescribed by the committee from time to time.

(8) A person within the market shall respect and comply with the directions as are conveyed by any sign board erected by the committee with a view to :

- (iii) preventing obstruction;
- (iv) regulating the movement of vehicular traffic;
- (v) restricting or regulating the loading and unloading of vehicles; and
- (vi) restricting or regulating the parking of vehicles.

(9) Unless authorized by a competent officer of the Committee, no driver or person in charge of a vehicle shall park or leave the vehicle or cause or permit it to wait in any part of the market, for whatsoever purpose other than in the designated parking area for such vehicles.

(10) Any vehicle which is parked or left in the market in contravention of the bye-laws may be removed from the market by an authorized person.

(11) No person shall:

- (i) within the market, load or cause or permit to be loaded any vehicle, including truck and trolley in such a manner that the weight, distribution, packing or placement of the load is such that it causes or is likely to cause any hazard or

danger to any person, goods, stock property or any structure or part of the market (such load being referred to as dangerous load); and

- (ii) drive or attempt to drive in any part of the market any vehicle carrying a dangerous load.

27. Prevention of adulteration.—(1) The committee shall take such steps as may be deemed necessary to prevent adulteration of agricultural produce within the market area and in that behalf may authorize the Secretary or any other officer of the Committee to take necessary preventive steps.

- (2) (a) Any person detected or found to have adulterated any notified agricultural produce brought into the market for sale shall be liable to cancellation of registration in accordance with the provisions of sub-section (4) of section 40 of the Act.

Explanation.—For purpose of this bye-law adulteration of agricultural produce shall include mixing of inferior stuff with superior produce, on mixing of its different grades, varieties or qualities; addition of sieved remains; and mixing of earth, dirt, stones, coal or any other extraneous matter with any agricultural produce.

(b) Like adverse affect shall visit a trader who attempts to or actually treats any agricultural produce with chemicals as are reckoned hazardous to human health and well being.

28. Infrastructural facilities outside the market yard, sub market yards.—The committee may provide the following infrastructural facilities in the market area:—

1. Covered auction or sale platforms;
2. Drying platforms;
3. Godowns;
4. Common facility centers for housing machinery for cleaning, grading, packing and for carrying out miscellaneous post-harvest operations like cooling, precooling; etc; etc.

29. Conditions for the use of market yard.—(1) All consignments of agricultural produce, processed or unprocessed arriving in the market for purposes of sale in the first instance shall be brought into the principal market/sub-market yard.

(2) Agricultural produce intended for sale shall be brought into the market in such manner and at such time as the committee may from time to time specify.

(3) All vehicles and persons with head load with intention to enter the market shall pass through only the entrance gate after obtaining a gate pass issued by the committee.

(4) As soon as a loaded vehicle or head load arrives at the premises of a commission agent, it will be incumbent on him to get the produce unloaded on the auction site for inspection of purchasers.

(5) The commission agent shall maintain an arrival register as prescribed in Form 'B' [annexed to these bye-laws] in respect of all the agricultural produce coming to him or brought to or by him for sale. He shall make an entry in the register immediately on its arrival at his shop or

platform for sale through him giving inter-alia approximate weight of the produce, the market and the incidental charges received and paid to the labour engaged.

(6) Sales, as far as possible, shall be effected in lots or by sample, through open auction and in the presence of a representative of the Committee.

(7) Where the commission agent is authorized to conduct auction himself, he shall be responsible to keep and maintain the register in the same manner as is required to be kept by the auctioneer.

(8) Daily auction shall start in all blocks in the market at such hour as may be decided by the committee.

(9) The minimum difference between two bids offered for a lot shall not be less than rupees one.

(10) Rates offered in auction shall be on the basis of per quintal Kilogram and in decimal coinage.

(11) Once the price of a lot of an agricultural produce has been settled by open auction in favour of a person, its delivery shall be made soon after to such person. No buyer shall be allowed to associate any other person in such a transaction before he has actually taken the delivery and has made the payment in respect of such transaction.

(12) With intending buyers assembled at the site at least half an hour before the commencement of auction, only the registered buyers may be allowed to offer bids.

(13) If any agricultural produce is found being traded without registration within a notified market area, the Secretary of the committee may seize such produce and decision regarding its confiscation or otherwise shall be made promptly by the committee.

(14) Soon after the transaction is over the purchaser shall arrange its counting or weighment through a registered weighman. The weighman shall execute weighment slips in triplicate in Form 'C' and the first copy shall be delivered to the seller, the second to the commission agent and the third retained by himself. It shall be incumbent on every weighman to produce their weighment books in the office of the committee for inspection every day.

(15) On receipt of the weighment slip the commission agent shall execute the bills in Form 'R' appended to the General rules, 2006

(16) The buyer shall take delivery of the entire lot of an agricultural produce auctioned to him including of such portion as is left of the lot after weighment into standard units of packaging.

30. Electronic Auctioning.—(1) In case the agricultural produce is to be sold through electronic auctioning, only registered buyers under section 40 of the Act shall participate in the auction.

(2) The participating buyers shall have to give bank guarantee to the extent to which he will buy the produce in a single day. In no case he will be allowed to buy the produce beyond the bank guarantee limit.

- (3) All trade transactions will preferably be done through banks.
- (4) The sellers of agricultural produce will physically display the samples conforming to the grades and standards in the sample display place and will also through the visual on the price clock/electronic device at the time of auction.
- (5) The buyer before giving the bid for a particular lot will inspect thoroughly the produce in the storage place/transport vehicles carrying the produce of the sellers for sale in the market yard to satisfy himself about the quality of the produce.
- (6) The buyer will give his bid by pressing the electronic auctioning button against the price shown on the price clock for a particular kind and grade of the agricultural produce.
- (7) The Commission Agents shall not be authorized to charge any commission charges on the agricultural produce sold through electronic auctioning method.
- (8) The Committee shall determine the service charges to be charged from the sellers, buyers or both sellers and buyers of the agricultural produce sold through electronic auctioning from time to time.

31. Personnel Conduct within the Market.—(1) A person entering the market must:

- (i) act in accordance with these bye-laws;
 - (ii) not bring in the market any dangerous goods except with the prior approval of the Committee;
 - (iii) not bring in the market second hand cartons or polystyrene boxes; and
 - (iv) not bring in the market any goods and materials except the notified agricultural produce.
- (2) Within the market no person shall;
- (i) use any threatening, abusive or offensive language;
 - (ii) behave in a riotous, dangerous, disorderly, indent or offensive manner;
 - (iii) deface or defile in any manner any wall or any other part of a building in the market, vehicle or any other surface or article of any description or kind;
 - (iv) molest or willfully interfere with any other person;
 - (v) gamble or carry on any other illegal activity;
 - (vi) obstruct another person or vehicle;
 - (vii) spit, urinate or defecate, except in the toilet facilities provided;
 - (viii) hawk any service, produce or merchandise;
 - (ix) damage, remove or interfere with any property of the committee, including machinery, equipment, pipes, fire hoses, measuring or weighing devices;
 - (x) use any property of the committee except for the purpose for which it is provided;
 - (xi) bring into and/or deposit or leave in any part of the market any rubbish, or discarded item of any kind or description unless it is deposited in the receptacle provided for the purpose;
 - (xii) deposit any rubbish in the receptacles provided by the committee except the market waste or refuse generated in the market;

- (xiii) remove any waste or rubbish from the rubbish/ garbage receptacles without the approval of the committee; and
- (xiv) place or sweep any dirt and rubbish in a drain, gutter on to a road or foot path within the market precincts.

(3) No person shall without the written approval of the committee;

- (i) solicit money or any other thing;
- (ii) sell goods other than agricultural produce;
- (iii) conduct an auction;
- (iv) exhibit or distribute any notice, pamphlet or other written material;
- (v) write, draw or affix any representation, character or sign on any part of the market or on any structure in the market;
- (vi) use amplified sound reproduction that causes annoyance or disturbance to any person in the market;
- (vii) clean, service, maintain or repair a vehicle in the market; and
- (viii) bring into the market any animal.

(4) No person shall remove, damage or interfere with entry control barrier or any other barrier, whether moveable or immovable or any sign, notice board, equipment or other property of any kind or description belonging to the committee.

(5) A person who is accused of contravening or attempting to contravene any of the bye-laws shall on inquiry disclose correctly his name and current address producing valid proof thereof, as and when demanded-

- (i) to an authorized officer of the Committee on the spot; and
- (ii) within such time as may be granted and in the form served on him.

(6) No person shall:

- (i) enter or remain in the market in a state of intoxication; and
- (ii) bring any intoxicating drink or drug in the premises of the Market.

32. Use of stores, stands and premises.—(1) No person shall occupy, possess or use any store, stand or premises unless that person holds a valid lease, registration or permit duly sealed and stamped by the committee on payment of prescribed fee.

(2) A person occupying a store or stand in accordance with bye-law (1) above may sell only that produce from or within the confines of that store and stand for which he is registered.

(3) No person shall:

- (i) sell any agricultural produce except from an area of the market earmarked for the sale of that produce;
- (ii) undertake any electrical or plumbing work within the store, stand, structure, or premises without the prior written approval of the committee;
- (iii) deposit or abandon any produce in the market;
- (iv) dump, place or store any goods outside the store, stand, structure etc; and
- (v) deliver, move, carry or transport, any goods or produce from outside the premises to any other part of the market.

(4) At the close of business on each trading day, the concerned lessee or permit holder or occupier shall sweep the entire area of the store, shop, stand or premises to make it completely free of rubbish, which he shall deposit in one of the rubbish receptacle placed in the market.

33. *Setting up of check post or barrier.*— (1) The committee, the Secretary or any other officer authorized in this behalf may require a vehicle or other conveyance or a common public carrier loaded with agricultural produce, which is on its way to the market, to stop and furnish particulars relating to the agricultural produce, in regard to its owner, buyer/seller, commission agent or the like; its quantity and the value. The driver or any other person incharge of such vehicle, conveyance or carrier shall stop the vehicle, other conveyance or common carrier, keep it stationary as long as may reasonably be necessary and allow the committee or its Secretary or such officer authorized by it to examine the produce and other records, bills or *bilties*.

(2) On being questioned the owner or the person incharge of the transport shall at once stop it and shall not move ahead, or away till the authorized officer is fully satisfied as to the veracity of the information disclosed.

(3) Before actually entering the market the person incharge of the transport shall obtain an entry voucher from the official on duty at the gate, barrier or check post.

34. *Issuance of the Gate Pass.*—(1) All agricultural produce carried or brought into the market/ the Principal Market yard or sub-yard shall be recorded in the register maintained by the Committee in Form 'D'.

(2) For the agricultural produce carried in or taken out of the market/principal market yard, or sub-market yard etc. the buyer or the dealer/ trader shall make out a gate pass in Form 'E' of the three copies made, the counterfoil shall be retained by the buyer or the dealer and the two copies handed over to the driver or incharge of the vehicle; one for himself and the other to be surrendered at the gate at the time of exit.

(3) If the agricultural produce is purchased by a person who is not a registration holder, the gate pass shall be issued by the commission agent or the seller as the case may be.

(4) Immediately on receipt of a gate pass the gate clerk shall promptly and accurately record all the relevant information in the register maintained for the purpose.

35. *Weighment of agricultural produce.*—(1) For the sake of utilization by a buyer or a seller, the committee may erect a weighing bridge(s) for the weighment of agricultural produce and shall charge fee at the scale prescribed as below:

- (i) rupees ten per cart.
- (ii) rupees twenty per trolley (tractor)
- (iii) rupees thirty per truck:

Provided that no fee shall be charged if weighment is made for the sake of test check.

- (2) (a) For every weighment made at the weighbridge a certificate shall be issued free of cost in form 'C' [annexed to the bye-laws].
- (b) The weights, measures and weighing instruments shall be provided by the commission agent for weighment of every agricultural produce which is sold by or through him.

- (c) Weighment of a lot of agricultural produce shall be carried out at the site of display of the lot and no produce shall be removed or caused to be removed or required to be removed from the place of display to any other place for this purpose.

36. Test weighment.—The test weighment of agricultural produce may be carried out by or under the orders of the Secretary in his own presence or in the presence of an officer duly authorized. The result of test weighment so done under rule 33 (2) of General rule, 2006 shall be recorded in Form 'F' (annexed to the bye-laws).

37. Duties and functions of certain market functionaries.—(1) Every registered weighman, measurer or surveyor shall obtain a badge on payment of a fee of rupees five which he shall either wear or carry on his person at all times while acting as such. The badges when returned in good condition either voluntarily or on the cancellation or suspension of registration shall entitle the person concerned to claim refund of the amount of rupees five paid as fee. When lost, misplaced or disfigured or otherwise damaged, a duplicate be issued on payment of fresh fee of rupees five.

(2) Each badge shall be serially numbered, with name and logo of the committee, if any inscribed on it.

(3) The registered weighman or measurer or surveyor shall correctly weigh or measure or assess the quality, as the case may be, of the agricultural produce brought to him for weighment or measurement or survey.

(4) No person shall wear or attempt to wear or use or take a badge of any other person.

38. Books to be kept by a broker.—Every broker shall keep a book in form 'G' for maintaining record of his daily work.

39. Market Hours.—(1) Subject to the provisions of any law for the time being in force with regard to opening and closing hours of shops and commercial establishments, the auction and weighment of agricultural produce in the market shall be held during such hours as the committee may specify from time to time.

(2) For the information of all concerned the timings shall be exhibited by the Committee at conspicuous places with in the market.

(3) The buyer desirous of purchasing agricultural produce shall personally or through an approved and bonafied representative attend the auction within one hour of the start of auction In case of his inability to attend the auction in time, he shall communicate an explicit intimation sufficiently before the auction commences.

40. Collection of fee on contract basis.—(1) Notwithstanding anything contained in the Act, Rules and Bye-Laws, a committee with the previous approval of the Managing Director, shall have the powers to lease out by public auction the collection of fees levied under section 44 of the Act read with rule 36 of the General Rules 2006, in the notified market area at rates fixed by the Board. In such an instance the provisions contained in the Act, Rules and Bye-laws for regulation of agricultural produce, levy, assessment, collection and recovery of fee shall be applicable mutatis mutandis except the provisions hereunder provided:

(2) After the approval of the Managing Director of the Board, a public notice/tender for auction of the collection of fees in the notified market in particular specifying the limits of the area within which the fee is to be collected, shall be published by the committee at a minimum 15 days clear notice, and the reserve price shall be fixed at least 25% more than the highest fee received in any single year during the previous three years in respect of the same area.

(3) (a) An auction Committee comprising the following shall be competent to finalise the bid/ tender at an auction:—

- Chairman of the committee;
- Secretary of the committee;
- One ex-officio member of the committee to be named by the committee;
- one official from Board office nominated by the Managing Director; and
- one non-official member to be nominated by the committee;

(b) The Chairman of the Committee shall act as the Chairman of the auction Committee.

(4) (a) A contractor who deposits five percent of reserve price as security shall only be eligible to offer a bid.

(b) No sooner a bid/tender is accepted, the contractor shall execute a contract in terms of section 76(2) of the Act failing which the security deposit shall stand forfeited.

(c) On the failure of the first, the next highest bidder shall be afforded an opportunity to take up the contract at a sum not less than that tendered by the former.

(d) The unsuccessful bidders shall be eligible to the refund of security deposited by them.

(e) As soon as a bid/tender is accepted by the committee, it shall immediately convey acceptance to the contractor personally or under a registered cover and execute the agreement with him or his legally authorized agent within a period of 7 days. And no sooner the contract is allotted, and agreement executed, the successful contractor shall furnish a bank guarantee in an amount equal to ten percent of the gross value of the contract.

(5) (a) The contract shall be executed in accordance with the terms and conditions laid down in the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation), Act, 2005.

(b) Soon after signing of the deed and fulfilling all other terms and conditions, the contractor shall be entitled to collect fees at the rates prescribed by and in terms of the Act, the Rules (General) and the Bye-laws, save from the authorities and on the commodities exempted from levy by or under the Act and the Rules.

(c) The contractor shall be duty bound to check and report all such matters to the Committee in which the payment of market fee has been or is suspected to have

been evaded or any provision of the Act or Rules to his knowledge has been contravened or is alleged to have been contravened.

- (6) The committee shall adjust 10% of the contract money every month from the amount realized on account of fee and shortfall, if any, shall be deposited by the contractor within 7 days. The surplus collection shall be paid to the contractor. No concession or deferment in payment shall be allowed to the contractor for any reason including strike, '*bandh*', or any natural calamity during the said period. Notwithstanding, a contractor may be allowed to make up the deficiency or shortfall, if any, during the following month along with interest accrued at the rate of one percent per month. In case the default continues, the due amount including interest shall be recoverable as arrears of land revenue, in addition to the penal action resulting in the termination of the contract.
- (7) The contractor shall not enter into any partnership or transfer, sub-let or assign the contract or any part thereof to any other individual or party. In the event of contravention, the committee shall be competent to terminate the contract and to forfeit the entire amount of security deposit.
- (8) The committee shall not be liable in any manner or circumstance for any act, deed or neglect of the contractor or any of his employee relating to third party claim, and the contractor shall wholly and solly be liable for the resultant consequences
- (9)
 - (i) Whenever a contractor desires to engage employees of the committee for assistance in collection of fees, he may on a written request and on payment of service charges, in no case less than the sum total of the pay and allowances admissible to each one of them in lieu of their services, with the approval of the Committee.
 - (ii) All the employees of the contractor while in work place shall invariably wear the badges as specified by the bye-laws and the uniform supplied by the contractor and approved by the Committee.
 - (iii) The contractor shall be duty bound to furnish complete and full particulars about his employees including their bio-data and shall update the information as and when there is any change.
 - (iv) The contractor shall ensure faithful compliance of all the requirements of the Act, the rules and the bye-laws by himself as also by his employees and shall be liable to indemnify the Committee against all such claims as may arise because of any breach or infraction of this stipulation.
 - (v) As and when a point of dispute arises between the contractor and the Committee the same shall be referred to the Managing Director of the Board whose decision in the matter shall be final and binding on both the parties:

Provided it shall always be open to any one of the two disputing parties to seek intervention of the competent civil court within the state of Himachal Pradesh.

- (10) The contractor shall be responsible for any accident or mishap involving any of his employees and shall be liable to pay such compensation as the law may allow. The

committee shall not be liable for any damage or loss nor payment of any relief, compensation or damages.

Note.—The contractor shall ensure that the persons employed by him are clearly given to understand in writing that they shall have no right or claim for absorption in the service of the committee upon any circumstance or on any ground. They shall not be nor shall be deemed to be in the service of the committee nor shall the committee be subject to any liability directly or indirectly whatsoever qua them.

(11) The committee shall ensure conduct of open auction in compliance with the provisions of Act, Rules and bye-laws requiring sale/purchase of agricultural produce and the contractor shall be duty bound to maintain the auction register in the prescribed proforma given below and to deposit the sale proceeds of every registration holder with the Committee soon after the business hours of the market are over.

Proforma

Date	Name of the firm and registration number.	Amount on which Market fee is recoverable.	Total amount of market fee.	Remarks.
1	2	3	4	5

(12) Market fee shall be collected on the sale and purchase of all commodities given in the schedule of the Act:

Notwithstanding any thing contained herein the committee shall have absolute powers to take such action as may be necessary to ensure strict compliance with the various clauses and to recover the due amount as arrears of land revenue from the contractor.

41. Complaint and institution of prosecution.—(1) (i) The committee shall keep a register in Form 'H' to maintain record of all infringements detected by any officer or servant of the committee or which may be reported to the committee by any person; over the signatures of the reporting officer or the complainant, as the case may be.

(ii) All cases recorded in the register shall be enquired into or caused to be enquired into by the Secretary and result shall be noted by him in the appropriate column of the register.

(2) The complaint register shall be placed before the committee at every ordinary meeting together with a statement explaining reasons for instituting or not instituting prosecution in each case.

42. Enforcement of Bye-law.—(1) Any person who contravenes or fails to comply with any bye-law shall be liable to prosecution in a court of law.

(2) (a) As an alternative to prosecution under bye-law a person who contravenes or fails to comply with any bye-law may be served with an infringement notice over the

signatures of an authorized officer in Form 'I' demanding payment of specified penalty of one thousand rupees:

Provided that in the case of a continuing contravention, he shall be liable to be punished with a further fine which may extend to fifty rupees for every day during which the contravention is continued after the first conviction.

- (b) Any person served with an infringement notice must make to the committee payment of the amount of penalty specified in the Infringement Notice within a period of one month of the date of issuance of the notice of the same, failing which the committee shall be at liberty to launch prosecution in accordance with the provision of section 72 of the Act.
- (c) The committee or its authorized person may withdraw any infringement notice after recording the reasons in writing to that effect within 30 days of its service.

43. *Compounding of offences.*—When compoundable offence committed under the Act, or Rules or bye-laws, is resolved to be compounded under section 75 of the Act.

44. *Payment counter.*—(1) Any amount due to the committee shall be deposited in at its office .. hours as may be fixed by the committee with an officer authorized to accept deposits on behalf of the Committee at the receipt counter. Receipts issued over his signatures and bearing the office seal of the committee shall be valid proof of payment.

(2) The employee appointed to receive or handle money on behalf of the committee shall, before entering upon his duties, furnish a cash security of Rs. 5000/- or personal security equal to four times of that amount:

Provided that this condition shall not apply to a person who has been appointed purely as a stop gap arrangement from amongst the regular office staff.

45. *Trade allowance.*—(1) The following trade allowance(s) shall be received within the market area in connection with ready or spot transactions:—

- (a) 'tare'- the exact weight of the gunny bags or of the packing materials used;
- (b) full adjustment of increase or decrease in the weight of the produce found in the test weighment under rule 33.

(2) Each item of trade allowance(s) charged under sub-clauses (a) and (b) of clause (1) above shall be separately mentioned in Form 'M' or 'N' specified under rule 30 (4) (3) All samples shall be paid for at sale, except those taken under bye-law (1) (b) above.

46. *Duties of traders and Commission Agents.*—(1) Every trader shall furnish a daily report in Form 'O' of rule 30 of the purchases and/ or sale made by him or through him within the market area in addition to all other returns as may be required by the committee.

(2) It shall be the duty of the buyer or his agent, if any, to examine the agricultural produce closely and make a separate note of the quality etc. of the lots to be sold by the sellers and

or their commission agents half an hour before the sale time, so that he may bid when the produce is auctioned by the committee. When the rate is fixed the transaction shall be entered in the form prescribed in the rules. The bargain so struck shall be binding on both the parties.

(3) Every trader acting as commission agent shall keep regular and separate accounts of his sales and purchases and the account shall be produced for inspection on demand by the chairman or the Secretary or any other authorized officer of the committee.

(4) All traders shall have their weights and measures or weighing scales or machines kept in prominent places. No weightment or measurement shall be done after the trading hours prescribed by the committee.

(5) All weightments and measurement of agricultural produce in spot ready for auctions be made on the day of purchase. If for any unavoidable reason, weighing is not possible on the same day, it shall be done on the next and the rate of purchase shall be the rate originally agreed upon.

(6) The accounts in respect of the sale and purchase or any like dealing of agricultural produce shall be kept in the form approved by the committee recording the details of all daily transactions.

(7) Every commission agent shall prepare a receipt in quadruplicate in the prescribed form to be had from the committee on payment. The original receipt shall be given to the seller at the time of payment of sale proceeds, the second shall be submitted to the committee the following day, the third copy shall be given to the buyer and fourth copy shall be retained by the commission agent for his record. Where no commission agent is engaged, the buyer shall prepare the receipt in triplicate and shall distribute the same as above.

CHAPTER-VI

REMUNERATION OF MARKET FUNCTIONARIES.

47. *The scale and the rates of remuneration.*—The scale and the rates at which various market functionaries may claim remuneration for services rendered within a notified market shall be as specified hereafter.

(A) CEREALS, PULSES AND OIL-SEEDS.

Incidental charges.—(i) unloading,- Rs. 2.00 per container upto 50 kgs. and weighing more than 50 kg and upto 100 kgs Rs. 4.00 per container.

- (ii) **cleaning and dressing.**- (a) First cleaning (first Jhar) - Rs. 4.00 per quintal if hand cleaning is done and at the rate of Re. 2.00 if cleaning (Jhar) is done by sieving machine.
- (b) **Second cleaning (Jhar):** Re 1.00 per quintal in addition to the charges prescribed at (ii) (a) above per first cleaning
- (b) **Weightment charges.**- Re. 1.00 per quintal.
- (c) **Market charges Commission:-** -Rs. 2.00 per hundred rupees of the value of the produce.

(B) FRUITS, VEGETABLES, CONDIMENTS AND SPICES, ETC.

Incidental charges. (i) **Unloading**, - (a) Re 1.00 per box/ basket/ *kilta* or any container other than *katta* or bag.

- (b) Rs.2.00 per unit load/ *katta* weighing upto 50 kgs.
- (c) Rs. 4.00 per unit load/ bag weighing above 50 kgs, but not exceeding 100 kgs.
- (ii) **Weighing charges**, - Rs. 1.00 per quintal, if weighment is done manually.
- (iii) **Commission**, - Rs. 5.00 per hundred rupees of the value of the produce.

(C) ANIMAL HUSBANDRY PRODUCTS AND VEGETABLE OIL EXCLUDING WOOL.

Incidental charges:- (i) **unloading**, - (a) 50 paise per tin/ container weighing upto 20 kgs.

- (b) Re. 1.00 per tin/ container weighing upto 50 kgs.
- (c) Rs. 2.00 per tin/ container weighing more than 50 kgs but not exceeding 100 kgs.
- (ii) **Weighment charges**, - 50 paise per unit load weighing upto 50 kgs and Rs. 1.00 per unit weighing more than 50 kgs but not exceeding 100 kgs.

(D) FIBRES, WOOL AND NARCOTICS (TOBACOO)

Incidental charges:- (i) **Unloading** (including opening of the packing and heaping) – Rs. 2.00 per unit load of 40 kgs.

- (ii) **leaning and dressing**- Rs. 5per unit load of 40 kgs.
- (iii) **Weighment charges** – 50 paise per unit load of 40 kgs.
- (iv) **Commission** – Rs. 2.00 per hundred rupees of the value.
- (v) **Auction charges** – 50 paise per hundred rupees of the value.
- (vi) **Brokerage** – 50 paise per hundred rupees of the value.
- (vii) **Sewing** - 50 paise per unit.

Notes.—(1) The loading and weighment charges after the finalization of the bid shall correspond with those specified under incidental charges.

- (2) The producer-seller will be entitled to remission of unloading charges if he himself performs such functions as are clubbed under unloading charges.
- (3) In case the distance between the two points of loading and unloading and /or stocking is more than 100 meters, the charges shall be determined by the committee bearing in mind the local conditions obtaining in the market area.

CHAPTER VII

REGULATING E-TRADING

48 *E-trading.*—(1) The committee shall create an electronic hub to enable rural communities to efficiently trade with larger consumers in the urban areas :

Provided that the Committee has sufficient funds for the creation of such hub.

(2) The Committee shall also build up data base which provides live information on who produces what in which areas together with information on availability, quantity, quality and logistics.

(3) The electronic trading hub (e-trading hub) will enable retailers in urban areas to place information regarding demand and the prices they are willing to pay for the day. The rural producers would access this information and know when where and how much to supply. Suppliers (Producers) could also place information on their products and how much they can supply so that consumers can know what is available. The rural communities would be able to access this information via mobile phones and via the internet through their own internet facilities at community access centres.

(4) Producers and traders (suppliers) can place their daily and future products on the portal (live) for all buyers to see. Registration and listing of the products is free. Only when one starts trading a yearly membership fee as decided by the committee shall have to be paid.

CHAPTER-VIII

MISCELLANEOUS

49. *Forms.*—Only those printed forms as bear the stamp or seal of the Committee shall be used by the traders and other functionaries and printed copies thereof shall be available with the Committee on payment.

50. *Validity of registration.*—All registration certificates unless suspended or cancelled shall remain in force for one market year i.e., from 1st April to 31st March of the next year.

51. *Market fee.*—The Committee shall levy and charge market fee from every buyer on the sale purchase of all notified items of agricultural produce at the rate of one percent of the value.

52. *Conference of Secretaries.*—(1) For the sake of effective and uniform enforcement of the provisions of the Act, the rules and the bye-laws, and for better and responsive administration of the committees, meeting of the Secretaries of the committees in a circle or the entire state shall be convened under the orders of the Managing Director of the Board, at least once in every three months, at a place and time specified by him. The officials dealing with marketing in the departments of Agriculture, Horticulture, Animal Husbandry, Corporation and Board, the Market Supervisors and Assistant Secretaries of respective Committees may also attend the meeting/conference.

(2) For the conduct of the meeting in so far as practicable the same procedure shall be followed as is prescribed for meeting of a Committee:

Provided that the Managing Director or any other officer authorized by him shall chair the meeting.

(3) Proceedings of the meeting shall be recorded by the person chairing the meeting and preserved in the head office of the Board, with copies supplied to all the Committees for information and action.

53. Prevention of Unauthorized persons operating in the market area.—(1) The Secretary or any other authorised employee shall be empowered to demand the production of proof of bonafides from any person operating in the Market area.

(2) All registration holders shall be required to report and bring to the notice of the Committee all cases of persons suspected to be operating without registration/or badge, etc.

(3) Badges which are non transferable shall be worn only by the person holding a registration in respect of which the badge is granted.

54. Equipment.—The committee shall direct the traders, the commission agents, the weighmen, the measurers, and the surveyors to keep and maintain in good condition such equipment as it thinks necessary.

55. Price to be fixed for produce.—The price/ quotation given or communicated by the traders or the commission agents shall be deemed to be for the agricultural produce only and not for the wooden packing or container unless otherwise provided in the bye-laws.

56. Payment of sale proceeds.—It shall be incumbent on the buyer to settle the accounts and to make arrangement for prompt payment of the sale proceeds. In case of agriculturist seller, the sale proceeds shall be paid immediately after the transaction is over.

57. Advance to Agriculturist.—All commission agents shall keep separate account books in respect of each borrower relating to the advances given by them.

58. Publication of Directions.—(1) All directions issued by the committee for the general guidance of the persons using the market shall be deemed to have been published when notices containing such directions are pasted or exhibited on the notice board.

(2) The committee may, if it thinks necessary, cause such notices either to be served on the persons concerned or to be published in a local news paper.

59. Publication of Proceedings.—Proceedings of the committee or any of its subcommittees shall not be published in the media by any person unless authorized by the committee.

60. Printing and Sale of Bye-laws.—The committee shall make available printed copies of bye-laws for sale at price fixed by it.

61. Market intelligence.—(1) The committee shall collect the data of prices and furnish the same to the authorities according to the direction given by the Managing Director.

(2) On every Friday it shall collect information relating to arrivals the place of origin, the stock, dispatches, and destination etc in the prescribed proforma.

(3) The information relating to ruling prices shall be sent by fax/e-mail and on internet wherein practicable to concerned quarters or any other agency suggested by the Managing Director.

(4) The committee shall disseminate weekly market reports covering the above data for the information of the producers of that market area simultaneously endorsing one copy to the Board.

(5) The daily ruling market prices shall be displayed by the committee on the notice board/ electronic device, if any & at prominent places in the market. It may prepare charts, graphs & other statistical data, relating to Marketing and display the same in its office.

(6) The committee shall follow all such instructions as are given to it by the Managing Director from time to time.

62. Allotment of Shops/ Godowns/ booths on lease basis.—(1) Notwithstanding any thing contained in the Act, Rules and Bye-laws, a committee with the previous approval of the Managing Director of the Board shall have the power to let or lease either by negotiations or by public auction any shop/godown/booth/ or any other infrastructure constructed, raised or built in a Principal Market/ Sub-market yard/ or anywhere else in the market area.

(2) After the approval by the Managing Director of the Board, a public notice inviting tenders for auction of a Shop/Godown/Booth/ or any other infrastructure in the notified market area of the committee, may be published at a notice of 20 days specifying the description, the number, reserve price of each unit alongwith the terms and conditions. Generally the terms and conditions, as shall regulate the lease, unless, otherwise provided, substituted or modified by the committee in its sole description, shall be:

- (i) The lease shall be governed by the provisions of the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation) Act, 2005, Rules and bye-laws framed thereunder.
- (ii) The Agricultural Produce Market Committeereserves the right to withdraw any number of shops/godowns/booths that may have been put or announced for auction and accept or reject one or more of the applications received in response to the notice without assigning any reason.
- (iii) All shops/Godowns, etc. maybe disposed off by way of open auction and may be allotted in accordance with the terms and conditions of allotment:

Provided the existing registration holder/ licensee of ----- Committee shall have a preferential right of allotment on payment of the amount equal to the tentative premium/ reserve price.

- (iv) The Agricultural produce Market Committee shall remain the owner of shops/Godowns including land there under or appertaining thereto.
- (v) The allotment shall be made on lease basis in consideration of the amount equal to the tentative premium/reserve price/highest price announced by the highst bidder, as the case may be.

- (vi) (a) Only those persons shall be eligible for allotment of shops/godowns on lease basis on the price specified in clause (v) above, who have been granted requisite registration by a competent authority and who be not in default of market fee payment nor any arrears outstanding against their names.
- (b) The registration of the prospective lessee should not have been suspended or revoked for a period exceeding two months at the time of allotment during the last two years for violation of any rule or bye-laws or on account of non-payment of market fee, etc.etc.
- (vii) A lessee shall not be permitted to use the premises for any purpose other than the marketing of notified agricultural produce or for any correlated use.
- (viii) In the case of misuse of the premises the Secretary of the committee shall have the right to impose suitable penalty or terminate the lease, after affording reasonable opportunity to put in his defence.
- (ix) The lessee shall not transfer to any other person or party the shop/godown allotted to him:
Provided that the lessee if not interested to continue the lease he shall handover the possession of the premises to the committee.
- (x) The lessee shall not let out or part with the possession of the shop/godown allotted to him to any other person or party.
- (xi) The shop/ godown will be given on lease hold basis for years in the first instance renewable for such further period and on such terms and conditions as the Committee may decide.
- (xii) The lease shall commence from the date of allotment of shop/godown.
- (xiii) In case a lessee fails to pay ground rent continuously for a period of 5 years, the lease shall be terminated by the committee on a 30 days notice charging interest on the aggregate amount of arrears @ 12% per annum retrospectively from the date of default.
- (xiv) The lessee shall pay the dues as under:-
- (a) ten percent of the reserve price as security amount alongwith the application.
- (b) forty percent of the bid money at the time of allotment and/or possession which ever be earlier; and
- (c) the balance 60 % within thirty days reckoned from the date of allotment.
Provided if the amounts due as per (b) & (c) are paid late but within 120 days, the lessee shall become liable to pay interest at the rate of 10% with effect from the due date.

Provided further that the committee may in special circumstances and on consideration of a written request from the allottee may allow extension to make payment in installments not exceeding six in number charging interest @ 12% on the unpaid amount for the entire period of default.

Provided further if the committee is of the opinion that the extension applied for is frivolous, it may cancel the allotment and the allottee shall forfeit the amount(s) already paid by him.

- (xv) After making full payment the allottee/ lessee shall execute the lease deed (format 'J') and get it registered, at his own expense.
- (xvi) The Allottee/ lessee shall be liable to defray all expenses including counsel fee incurred on the issue of notices and litigation ensuing for reason of any default on his part.
- (xvii) The lessee shall get himself registered with the concerned committee for carrying out the business of sale and purchase of agricultural produce as per the relevant provisions of the Act.
- (xviii) The lessee shall pay market fee at the rate specified under the Rules and Bye-laws with in to all transactions entered into by him with respect to all the items of agricultural produce as mentioned in the schedule of the Act.
- (xix) The auction platform, the parking places and other common facilities shall not be encroached upon or used for any purpose other than for the sale or purchase of agricultural produce.
- (xx) The lessee shall not be allowed to store empty packing cases or baskets or likewise material in front of the shop or in the open space either in front or around it.
- (xxi) The lessee shall be punctual in paying all dues, rates, taxes, charges, fees assessment or other levies of whatever nature levied upon the property by the local authority or the State Government or the Central Government from time to time.
- (xxii) The committee shall not be liable for damages to or destruction of the said shop/godown as a consequence of any accident of whatever nature which loss or damage shall fall squarely on the lessee.
- (xxiii) The possession of the shop/ godown shall be handed over on receipt of dues, documents and other fulfillment of conditions stipulated in the allotment letter.
- (xxiv) Water, electric connections shall be arranged by the lessee at his own level at his own expense directly from the concerned authorities after obtaining no objection certificate from the Secretary of the Committee.
- (xxv) The Board/Committee may after proper notice depute its officers and servants at all reasonable time and in reasonable manner to enter the premises for the purpose of ascertaining that the lessee is in due observance of the conditions as per the terms of allotment and lease deed.

- (xxvi) The lessee shall carry out annual repairs (which expression shall include usual and necessary annual whitewash and paint), at his own cost and shall keep the shop/ stall in a reasonable good order and condition together with the installations relating to water supply, drainage, electricity and any other service to the satisfaction of the Board/ committee.
- (xxvii) The lessee shall not make any addition nor carryout any alteration to the structure of the shop/ godown of whatsoever nature, under any circumstances.
- (xxviii) The lessee shall not keep the premises of the said shop/godown closed continuously for a period exceeding four months.
- (xxix) In the event of default, breach, or non compliance of terms and conditions of allotment, the committee shall be competent to cancel the allotment and forfeit the whole or part of the payment already made to the committee.
- (xxx) The lease shall also be liable to termination, in case-
- (a) the lessee violates any of the provisions of the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation) Act, 2005, the rules and bye-laws made thereunder;
- (b) the lessee is convicted of any of the offences under the provisions of the Act and the rules and bye-laws made thereunder;
- (c) the lessee violates or is convicted with the violation of the provisions of Essential commodities Act, 1955 – Essential commodities (amended) Act, 1974, Prevention of food adulteration Act, 1959, Agricultural produce (Grading and Marketing) Act, 1937, Indian Forest Act, 1927, Seeds Act, 1966, etc. etc.
- (xxxi) In the event of termination of lease on account of the violation of any of the provisions of the Act or after the expiry of the period of the lease, the committee shall resume the possession of the said shop/godown and may allot it to another individual or party or organization fulfilling conditions for the lease and subject to payment of security amount.
- (xxxii) The lessee shall always have the right to surrender the shop/godown to the committee by giving an advance notice of three months. The lessee shall be entitled to claim 50% refund of payment made without any interest subject to settlement of all dues pending against the said lessee with the committee
- (xxxiii) The lessee shall keep the premises insured in the name of Secretary Agricultural Produce Market Committee concerned for sum as per its valuation assessed by an Insurance company against fire, floods, lightening, cyclone, earthquake and other damages at his own cost under advice to the committee. In case such insurance is not taken two days before the expiry of the current insurance or intimation is not given to the Secretary, the committee shall be entitled to take out insurance and the premium of insurance shall be recoverable with interest @ 12% per annum from the lessee.
- (xxxiv) All disputes shall be subject to the jurisdictions of a civil court of competent jurisdiction.

63. Repeal & Savings.—The Himachal Pradesh Market Committees Bye-Laws 1972 and other policies, orders as amended till date are hereby repealed:

Provided that such repeal shall not effect:—

- (a) the previous operation of any bye-law so repealed or any thing duly done or suffered there under; or
- (b) any right, privilege, obligation or liability acquired or incurred or any licence issued under any bye-law so repealed; or
- (c) any penalty, forfeiture or punishment incurred in respect of any offence committed against any bye-law so repealed, or
- (d) any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, licence, penalty, forfeiture or punishment as aforesaid and any such investigation, legal proceedings or remedy may be instituted, continued or enforced, and any such penalty forfeiture or punishment may be imposed, as if these bye-laws had not been passed.

Provided further that any thing done or any action taken under these bye-laws so repealed shall be deemed to have been done or taken under these bye-laws and shall continue to be in force accordingly unless and until superseded by anything done or any action taken under these bye-laws. This has the prior approval of the State Government accorded vide letter No. Agr (5)-20/2006, dated 8.6.2007. These Bye-laws shall come into force from the date of publication of this notification in the official gazette.

Sd/-
*Managing Director-Cum-
Member Secretary.*

FORMS

‘A’ to ‘J’

Form 'A'

[See Bye-law 5 (1)]

FORM OF NOTICE OF MOTION OF NO CONFIDENCE

To

The Secretary,
Agricultural Produce Market Committee,

Dear Sir,

We the members of the committee intend to move a motion of no confidence against the chairman, Shri for the following reasons:

- (1)
- (2)
- (3)
- (4)

We declare that the fact/ facts stated above is/ are true to the best of our information and knowledge.

We support the above notice:

Sr. No.	Name of member	Signature of Member
1	2	3

Yours faithfully,
Proposer (Name and Signature).

FORM 'B'

[See Bye-law 29 (5)]

ARRIVAL REGISTER

Sr. No.	Date	Name and address of producer/seller/ owner.	Name of Produce	Weight App. Actual Units
1	2	3	4	5

Name of Purchaser	Price per quintal	Labour charges	Signature/ thumb impression of labourer, weighman	Remarks.
6	7	8	9	10

FORM 'C'

[See bye-law 29 (14 and 35 (2))]

WEIGHMENT SLIP

Name of the person bringing the produce with registration No. or any identification mark, if any of the vehicle.	Name of the Produce	Gross weight including weight of the vehicle and packing material, if any.	Weight of empty vehicle.	Weight of the produce excluding the weight of the cart/truck/trolley.	Weighment charges received	Remarks.
1	2	3	4	5	6	7

*Signature of the person
Incharge of weighbridge or Beam scale.*

FORM 'D'

[See bye-law 34 (1)]

REGISTER OF ARRIVAL MAINTAINED BY COMMITTEE

Sr. No.	Date	Type of vehicle with No., if any	Name and address of seller.	Commodity
1	2	3	4	5

App. Weight or quantity or No. of units	Name of commission agent, shop No.	Remarks.
6	7	8

FORM 'E'

[See bye-law 34 (2)]

Gate Pass

Name and Address of Registration holder.....

(i) Vehicle No.

(ii) Produce.....

(iii) Units of weight.....

(iv) Name of Purchaser.....

(v) Destination.....

FORM 'F'
(See bye-law 36)
REPORT OF TEST WEIGHMENT

Name of the seller with parentage and address	Name of the commission Agent with address and Registration number.	Name of buyer with address and Registration number.	Name of weighman who made the weighment with registration No.	Date of weighment.
1	2	3	4	5

Commodity	No. of units weighed	Person by whom test weighment has been made	Result of test weighment	Signature of weighman
6	7	8	9	10

Signature of Commission agent or two witnesses, if, commission agent is not present	Signature of Buyer or two witnesses if buyer is not present.	Remarks.
11	12	13

*Signature of the Person
Making report.*

FORM 'G'
[See bye-law 38]
BROKER'S BOOK

Sr. No.	Date	Name of the Produce	Weight	Rate	Total amount	Name of the Purchaser
1	2	3	4	5	6	7

Rate of Brokerage	Amount of Brokerage received from the seller	Amount of brokerage received from the purchaser	Total brokerage	Remarks
8	9	10	11	12

FORM 'H'

[See bye-law 41 (1) (i)]

COMPLAINT REGISTER

Sr. No.	Date of report	Name of the person complaint against with registration No., if any.	Complaint as reported and the section, rule, bye law offended.	Signature of person making report.
1	2	3	4	5

Enquiry report of Secretary	A brief Statement of reasons in case prosecution is not instituted.	If prosecuted its result or if compounded, the composition fee.	Authority for composition & report of amount received with receipt No.
6	7	8	9

Reasons for not taking action on complaints one month old, if any	Orders of the Committee, if any	Remarks
10	11	12

FORM 'I'

[See bye-law 42 (2) (a)]

INFRINGEMENT NOTICE

To

Name.....

Address:.....

.....

You have committed the alleged offence of a specified Bye-Law in the market area on the date and at the time and location shown below.

Specified Bye-Law.....

Date..... Time..... Vehicle No.

Location.....

Further Particulars.....

Signature of Authorized officer.....

Date of issue of Notice.....

YOU MAY DISPOSE OF THIS MATTER BY EITHER

1. Paying the prescribed penalty one unit, (being Rs. 1000/-) within a month of the date of issue of this notice. This can be done in person by payment to the cashier at the committee's office in the market. This notice must be forwarded with your payment.

OR

2. You are entitled to disregard this infringement notice and defend the prosecution for the alleged offence in court. If payment is not received within a month, legal action will be instituted against you.

FORM 'J'

[See Bye-Law 62 (2) (xv)]

AGRICULTURAL PRODUCE MARKET COMMITTEE
LEASE DEED

Total consideration Rs.....
After 4 time Ground Rent Rs.....
3 % of total amount Rs.
12% of ground rent Rs.
Total: Rs.

This Lease made on the day of between.....
(hereinafter called 'the lessor') of the one part and..... (hereinafter
called 'the lessee') of other part.

WITNESSES as follows:

1. In consideration of the sum of Rs..... (Rupees).....
paid as premium before the execution of these presents (the receipt of which the lessor hereby
acknowledges) and of the rent hereinafter reserved and of the covenants on the part of the lessee
hereinafter contained the lessor hereby demises to the lessee for the purpose of.....
only, ALL that..... described in the schedule hereto together with all easements
and appurtenances whatever belonging or in any way appertenant there to, and the free right of
passage at all times and for all purposes to and from the demised..... Over the land
adjoining the demised..... for the purpose of going from the demised
premises to the public road....., TO HOLD the said premises to the lessee
from the day of.....for a term of..... years paying therefor during
the said term the yearly rent of Rs. By.....
equal half yearly/quarterly/monthly payments on the..... day of.....
and the..... day of.....in each year at the office of the lessor or at such
other place or places as the lessor may from time to time appoint in this behalf, the first of such
payments to be made on the day of next.

2. The lessee hereby covenants with the lessor as follows:

(i) That he will, during the continuance of the lease, pay to the lessor the yearly rent
hereby reserved on the days and in manner hereinbefore appointed.

- (ii) That he will during the said term, pay all rates, taxes and charges of every description now payable or hereafter to become payable in respect of the demised premises.
- (iii) That he will not erect or build or permit to be erected or built on the demised premises any structure or carry out any alteration or modification either himself or permit it to be carried out by any one else on his behalf except with the prior approval of the lessor.
- (iv) That he will during the term of lease hereby created keep the demised premises and all other buildings or structures which may at any time during the said term be erected or constructed on the demised premises together with all roads, drains sewers, fences, compound wall and all other appurtenances to the demised premises and the said building and structure in good repair and condition.
- (v) That he will not without the consent in writing of the lessor use or permit the use of the said premises for any purpose other than that for which it is let and will not without such consent use or permit the use for the purpose of carrying on any other trade or business.
- (vi) That he will at the expiration of the said term or sooner determination thereof peaceably and quietly surrender to the lessor the said premises after removing any addition made by him unauthorisedly unless the lessor shall express his willingness to let it be.
- (vii) That he will not assign or sub-let or otherwise part with the premises hereby demised or any construction erected thereon or on any part thereof without the permission in writing of the lessor.
- (viii) That he will in all other respects observe and comply with the duties and the liabilities devolving on him as a lessee by virtue of various provisions of the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development & Regulation) Act, 2005, the Rules & the byelaws framed thereunder.

4. The lessor hereby covenants with the lessee as follows:

That the lessee paying the rent hereby reserved and performing all the covenants by the lessee herein contained may hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or any other person acting on his behalf.

5. PROVIDED ALWAYS and it is hereby agreed as follows:

- (i) That whenever any part of the rent hereby reserved shall be in arrears for months after due date or there shall be a breach of any of the covenants by the lessee herein contained the lessor may reenter on the demised premises and determine this lease.
- (ii) That the tenancy hereby created shall be determinable at the option of the lessor/lessee (or, either party) by giving to the lessee/lessor calendar months notice in writing.

6. It is hereby agreed between the parties as follows:

- (i) That any demand for payment or notice requiring to be made or given to the lessee shall be sufficiently made or given if sent by the lessor or his agent through the post by registered letter addressed to the lessee at the demised premises or at , and that notice required to be given through post by registered letter addressed to the lessor at his usual place of office AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.
- (ii) That whenever such an interpretation would be necessary in order to give fullest scope and effect legally possible to any covenant or contract herein contained the expression 'the lessor' hereinbefore used shall include the owner for the time being of the lessor's interest in the demised premises and the expression 'the lessee' hereinbefore used shall include his heirs, executors, administrators and permitted assigns.

The schedule herein referred to.....

IN WITNESS WHEREOF the parties hereto have hereunder signed this deed on the dates mentioned against their respective signatures.

Signed by Shri/Smt.at.....on
the day of.....200 .

1. Name *Signature of Lessor*
Residence
Occupation
2. Name..... *Signature of Lessee*
Occupation
Residence

—————

**HIMACHAL PRADESH STATE AGRICULTURAL MARKETING BOARD,
VIPNAN BHAWAN, KHALINI, SHIMLA-171002**

NOTIFICATION

Shimla, 1st September, 2007

No. HMB—(B) 2-27/97.—The matter to identify posts to provide Reservation to the disabled persons in direct recruitment posts of H.P.State Agricultural Marketing Board/Market Committees in H.P. was reviewed in accordance with section 32 of Persons With Disabilities (Equal Opportunities, Protection of rights and full Participation) Act, 1995. The category of persons whom the posts in direct recruitment can be reserved have been identified. Therefore, the Board is pleased to provide reservation to the disabled persons in direct recruitment posts of H.P. State Agriculture Marketing Board/Market Committees as under:—

Sr. No.	Name of Post/ class	No of Sanctioned Post.	Mode of Recruitment	Category of person with disabilities for whom the posts can be reserved	Remarks
1.	Market Supervisor	17	67% by promotion & 33% by direct recruitment or on contract basis	1 post for locomotors	Being field/ public dealing job, reservation can not be extended to other categories.
2.	Auction Recorders	23	100% by direct recruitment or on contract basis	1 post for visual disabled person	Post already filled up
3.	Driver	8	100% by direct recruitment or on contract basis	—	Due to nature of duty of the post, reservation can not be given to other categories
4.	Clerks	35	90% by direct or on contract basis & 10% by promotion	2 posts for hearing impairment/locomotors	Due to nature of duty of the post, reservation can not be given to blind person.
5.	Peon-cum-chowkidars	49	100% direct recruitment or on contract basis	2 posts of hearing impairments/ locomotors	Due to nature of duty of the post, reservation can not be given to blind person.

By order
Sd/-
Managing Director.

