

Dr. Y.S. Parmar University of Horticulture & Forestry,
Nauni, Solan-173230 (HP)

O/O the Registrar, Recruitment Section

No.UHF.Regr.Rectt.2-04/2015/-15049-89

Dated: 15-10-2015

NOTIFICATION

The Board of Management, vide Item No.4 of its proceedings of 97th meeting held on 08th October, 2015 has been pleased to approve the formulation of regulations/terms and conditions for contract appointments (**Appended as Annexure-I**) to various posts (Group A to D) in Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni (Solan) in the light of instructions issued by the State Government, vide letter No.Per(AP)-C-B(2)-1/99-Vol.I dated 05th March, 2009 read with further amendments, vide letter No.Per(AP)-C-B(2)-1/2009-Loose dated 08th January, 2010 and No.Per(AP)-C-B(2)-I/2009 dated 28th April, 2010 and other amendments/instructions issued on the subject from time to time by the Secretary (Personnel) to the Government of Himachal Pradesh, and in consonance with the provisions of the Act and Statutes of this University.


Registrar

Endst.No.Even/-15049-89

Dated: 15-10-2015

Copy of the above is forwarded to the following for information and necessary action:

1. All the Statutory Officers, UHF, Nauni, Solan.
2. All the Professor and Heads/Heads of the Departments/Head of offices/ Associate Directors/Incharges, Outstations/KVKs in UHF.
3. The Assistant Registrar (Establishment), O/O the Registrar, UHF, Solan.
4. The Secy. to Vice-Chancellor/Sr. Pvt. Secy. to the Registrar, UHF, Nauni.
5. The Joint Controller (Audit)/Incharge (Pay Cell), UHF, Nauni-Solan.
6. Guard File.


Registrar

REGULATIONS IN ACCORDANCE WITH INSTRUCTIONS OF THE DEPARTMENT OF PERSONNEL, CIRCULATED BY THE SECRETARY (PERSONNEL) TO THE GOVERNMENT OF HIMACHAL PRADESH, VIDE LETTERS No.Per(AP)-C-B(2)-1/99-Vol.I DATED 05th MARCH, 2009 READ WITH FURTHER AMENDMENTS, VIDE LETTER No.Per(AP)-C-B(2)-1/2009-Loose DATED 08th JANUARY, 2010 and No.Per(AP)-C-B(2)-I/2009 dated 28th April, 2010 FOR CONTRACT APPOINTMENT TO VARIOUS POSTS (GROUP A TO D) IN Dr. Y.S. PARMAR UNIVERSITY OF HORTICULTURE & FORESTRY, NAUNI (SOLAN)-173230 (HP).

Selection for appointment to various post(s) (Group A to D) by contract appointment

Notwithstanding anything contained in these rules/regulations, contract appointments to various posts (Group A to D) will be made subject to the terms and conditions given below:

I. CONCEPT:

- (a) Under this policy the _____ (Name of the Post) in Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni (Solan)-173230 (HP) will be engaged on contract basis initially for one year, which may be extendable on year to year basis.

Provided that for extension/renewal of contract period on year to year basis, the concerned Head of the Department shall issue a certificate that the service and conduct of the contract appointee is satisfactory during the year and only then his period of contract is to be renewed/extended.

- (b) The selection will be made in accordance with the procedure prescribed in the University Statutes.

II. CONTRACTUAL EMOLUMENTS:

The _____ (Name of the Post) appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. _____ per month (which shall be equal to minimum of the pay band + grade pay). An amount of Rs. _____ (3% of the minimum of pay band + grade pay of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed, if contract is extended beyond one year.

III. APPOINTING/DISCIPLINARY AUTHORITY:

The _____ (Designation of the appointing authority), Dr. Y.S. Parmar University of Horticulture and Forestry, Nauni (Solan)-173230 (HP) will be appointing authority and disciplinary authority.

IV. SELECTION PROCEDURE:

The selection procedure as prescribed for various categories of posts in the University Statute will be followed.

V. COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENT:

As prescribed under University Statutes and Recruitment & Promotion Rules for the respective posts.

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VI. AGREEMENT:

After selection of a candidate, he/she shall sign an agreement as per Annexure-B appended by these Rules.

VII. TERMS AND CONDITIONS:

- (a) The contractual appointee will be paid fixed contractual amount @ Rs. _____ per month (which shall be equal to minimum of the pay band + grade pay). The contract appointee will be entitled for increase in contractual amount @ Rs. _____ (3% of minimum of the pay band + grade pay of the post) for further extended years and no other allied benefits such as senior/selection scales etc. will be given.
- (b) The service of the contract appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.
- (c) Contract appointee will be entitled for one day's casual leave after putting one month service. However, the contract appointee will also be entitled for 135 days maternity leave, 10 days medical leave and 05 days special leave. He/she shall not be entitled for medical re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Provided that the un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year.



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

However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty.

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

- (e) An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
- (f) Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner or from Medical Officer of the University. Women candidate pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness from an authorized Medical Officer/Practitioner.

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- (g) Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counterpart official at the minimum of pay scale.
- (h) Provisions of service rules like FR, SR, Leave Rules, GPF Rules, Pension Rules & Conduct Rules etc. as are applicable in case of regular employees will not be applicable in case of contract appointees.

Annexure-B

**Form of contract/agreement to be executed between the _____
(Name of the Post) and in Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni
(Solan)-173230 (HP) through _____ (Designation of appointing authority).**

This agreement is made on this _____ day of _____ in
the year _____ between Mr./Ms. _____ S/O D/O Shri
_____ R/O _____

contract appointee (hereinafter called the **FIRST PARTY**) and Dr. Y.S. Parmar University of
Horticulture & Forestry, Nauni (Solan)-173230 (HP) through _____
(Designation of the Appointing Authority), Dr. Y.S. Parmar UHF, Nauni (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 _____ (Name of the Post) on
contract basis on the following terms & conditions:

1. That the **FIRST PARTY** shall remain in the service of the **SECOND PARTY** as a
_____ (Name of the Post) for a period of one year commencing on day of
_____ and ending on the day of _____. It is specifically
mentioned and agreed upon by both the parties that the contract of the **FIRST PARTY**
with **SECOND PARTY** shall ipso-facto stand terminated on the last working day i.e. on
_____ and information notice shall not be necessary.

Provided that for further extension/renewal of contract period, the Head of the
Department shall issue a certificate that the service and conduct of the contract appointee
was satisfactory during the year and only then the period of contract is to be
renewed/extended.

2. The contractual amount of the **FIRST PARTY** will be Rs. _____ per month.
3. The service of **FIRST PARTY** will be purely on temporary basis. The appointment is liable
to be terminated in case the performance/conduct of 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. Contract appointee will be entitled for one day's casual leave after putting one month
service. However, the contract appointee will also be entitled for 135 days maternity

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leave, 10 days medical leave and 05 days special leave. He/she shall not be entitled for medical re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Provided that the un-availed casual leave, medical leave and special leave can be accumulated upto the calendar year and will not be carried forward for the next calendar year.

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

However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty.

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

6. An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner or Medical Officer of the University. In case of women candidates pregnant beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical officer/Practitioner.
8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counter-part official at the minimum of pay scale.
9. The Employees Group Insurance Scheme as well as CPS 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 WITNESS:

1. _____

(Name and Full Address)
(Signature of FIRST PARTY)

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2.

(Name and Full Address)

IN THE PRESENCE OF WITNESS:

1.

(Name and Full Address)
(Signature of SECOND PARTY)

2.

(Name and Full Address)

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