



MUNICIPAL CORPORATION OF DELHI

Central Establishment Department

22nd Floor, Dr. SPM Civic Centre,

JLN Marg, New Delhi -110002,



No: AO/SO-IV/CED/2022/GF-55/2022 3601

Dated: 14.12.2022.

CIRCULAR

SUBJECT : GUIDELINES REGARDING CONTRACT APPOINTMENT OF RETIRED MCD EMPLOYEES/CONSULTANT ON CONTRACT BASIS UP TO 65 YEARS OF AGE.

The undersigned is directed to say that Municipal Corporation of Delhi (MCD) engages retired MCD employees on contract basis. However, at present after unification of MCD there are no uniform guidelines in MCD for regulation of such case of contract engagement or retired MCD employees. At present MCD engages retired employees as consultant on contract basis on terms & conditions decided from time to time. However, no guidelines exist after unification of Corporation regarding the retired MCD employees engaged as consultant on contract basis.

2. Ministry of Finance, Govt. of India vide O.M. No. F. No. 3-25/2020-E.IIIA dated 09.12.2020 has issued Regulation of Remuneration in case of Contract Appointment of retired Central Government Employees. The orders issued vide the above said OM dated 09.12.2020 are applicable to appointments made in the Central Government.

3. Accordingly, to maintain uniformity in the appointment of retired MCD employees on contract basis including as Consultant a requirement for framing of guidelines by including the relevant criteria of above said OM dated 09.12.2020 and suitable adapting them to the nature of work/duties in the MCD has been considered. The guidelines for appointment of retired MCD employees including as Consultants (hereinafter termed as "the Consultant") on contract basis in MCD shall be as under:.

(1) Terms of appointment:

(i) The term of contractual appointment of the Consultant shall ordinary be for an initial period not exceeding six months which is extendable by other six months. Where adequate justification exists, the term may be extended based on a review of the task and the performance of the contract appointee till 5 years after superannuation.

(ii) The contractual appointment of the Consultant shall not be considered as a case of re-employment but as re-engagement.

(2) Remuneration:

A fixed monthly amount shall be admissible, arrived at by deducting the basic pension from the pay drawn at the time of retirement. The amount of remuneration so fixed shall remain unchanged for the term of the contract. There will be no annual increment/percentage increase during the contract period.

(3) Allowances:

No HRA shall be admissible. No increment and Transport Allowance/Dearness Allowance or any other allowance shall be allowed during the term of contract. He/She shall not be entitled to any residential accommodation, Medical reimbursement etc.

(4) Leave of absence:

Paid leave of absence may be allowed at the rate of 1.5 days for each completed month of service. Accumulation of leave beyond a calendar year may not be allowed.

(5) Working Hours:

The Consultant shall be required to observe the normal office timing and may also be called upon to attend the office on Saturday, Sunday or any holiday in case of urgency.

He/She shall mark his/her attendance in Bio-metric Machine/Online attendance system, failing which it may result in deduction for remuneration.

(6) Tax deduction at source :

The Income Tax or any other tax will be deducted at source as per Government Instructions. Necessary TDS Certificate will be issued to them.

(7) Confidentiality of data and documents:

The Consultant shall sign an agreement of confidentiality with the MCD containing a clause of Ethics and Integrity including the following:

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- (i) The Consultant will maintain absolute confidentiality and secrecy of the information handled by him/her. The secrecy and confidentiality are to be maintained even after the termination of the appointment.
 - (ii) The Intellectual Property Rights (IPR) of the data collected as well as deliverables by the Consultant produced for the Department/Organization shall remain with the Department/Organization.
 - (iii) No Consultant shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected from the purpose or this assignment or the during the course of assignment for the Department/Organization, without the express written consent of the Department/Organization.
 - (iv) The Consultant shall be bound to hand-over the entire set of records assignment to the department before the expiry of the contract, and before final payment is released by the Department.

(8) Conflict of Interest:

- (i) The Consultant appointed by the Department, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the Corporation, nor will he/she indulge in any activity outside the terms of employment/contractual assignment.
- (ii) The Consultant shall not claim any benefit/compensation /absorption/regularization of service with this Corporation under the

provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act 1970.

(9) Termination of appointment:

The Commissioner, MCD shall terminate appointment of the Consultant at any time without giving any notice and also without assigning any reason. Some of the situations under which the MCD may terminate the contract are;

- (i) Consultant is unable to address the assigned work.
- (ii) Quality of the assigned work is not to the satisfaction of the officer/ Department.
- (iii) The Consultant is found lacking in honesty and integrity.

(10) Relaxation:

Commissioner, MCD shall be the final authority to relax any of the provisions of these guidelines, if required, in the public interest.

(11) Interpretation Clause:

The power to interpret any provision of the guidelines or power to settle any dispute arising out these guidelines shall vest with Commissioner, MCD and whose decision shall be final and binding on the Consultant. Further, any condition not explicitly covered under these guidelines shall be put up to the Commissioner, MCD for decision and which shall also be final and binding on the Consultant.

These orders are applicable to the contract appointment of retired MCD employees including as Consultants with effect from the date of issue of the order. **The past cases shall not be reopened in the light of these orders until the normal term of those past cases.**

This issues with the approval of Competent Authority.

BM
14-12-22

(P K Jolly)

Administrative Officer (Estt.)

Distributions :

1. P S to Special Officer for kind information for Special Officer.
2. P S to Commissioner for kind information of Commissioner.
3. All Addl. Commissioners.
4. All Dy. Commissioners/HODs through e-mail.
5. Director (IT) to upload the same on MCD website.