



**SOUTH DELHI MUNICIPAL CORPORATION  
CENTRAL ESTABLISHMENT DEPARTMENT  
22<sup>ND</sup> FLOOR, DR. SHYAMA PRASAD MUKHERJEE CIVIC CENTRE  
J.L. NEHRU MARG, NEW DELHI-110002.**



**NO. SO-I/AO/Dir.(P)/CED/SDMC/2021/1917**

**Date: 20-12-2021**

**CIRCULAR**

**Subject: Guidelines regarding contract appointment of Retired South DMC employees/ Consultant.**

The undersigned is directed to say that South Delhi Municipal Corporation (SDMC) appoints retired SDMC employees on contract basis, including Consultants on contract basis. However, at present there are no uniform guidelines in SDMC for regulation of such cases of contract appointment of retired South DMC employees. At present, SDMC appoints retired employees as consultant on contract basis on terms & conditions decided from time-to-time. However, no specific guidelines exist in SDMC regarding the retired SDMC employees appointed 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. To maintain uniformity in the appointment of retired South DMC 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 suitably adapting them to the nature of work/duties in the SDMC has been considered.

4. Accordingly, considering the requirements, the guidelines for appointment of retired South DMC employees including as Consultants (hereinafter termed as "the Consultant") on contract basis in SDMC shall be as under:

**(1) Term of appointment:**

- (i) The term of contractual appointment of the Consultant shall ordinarily 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.

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- (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 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 their attendance in Bio-metric Machine/Online attendance system, failing which it may result in deduction of 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 SDMC containing a clause of Ethics and Integrity including the following:  
(i) The Consultant will maintain absolute confidentiality and secrecy of the information handled by him. 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 of this assignment or 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 of 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 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, SDMC 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 SDMC 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, SDMC 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, SDMC 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, SDMC for decision and which shall also be final and binding on the Consultant.

5 These orders are applicable to the contract appointment of retired South DMC employees including as Consultants with effect from the date of issue of the orders. 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.

*(Handwritten signature and date)*  
20/12/2021

**(THANESHWAR KUMAR)**  
**Administrative Officer (Estt.)**  
**South Delhi Municipal Corporation**

**Distributions:**

1. P.S. to Commissioner for kind information of Commissioner, SDMC
2. ✓ All Addl. Commissioners, SDMC (A.A.T)
3. All Dy. Commissioners/HODs, SDMC through e-mail
4. Director (IT) to upload on SDMC Website
5. Guard file/Office Copy

**Copy forwarded for favour of information to:**

1. Hon'ble Mayor/SDMC
2. Hon'ble Deputy Mayor/SDMC
3. Hon'ble Chairperson, Standing Committee/SDMC
4. Hon'ble Deputy Chairman, Standing Committee/SDMC
5. Hon'ble Leader of the House/SDMC
6. Hon'ble Leader of opposition/SDMC
7. Hon'ble Chairperson, Appointments, Promotion & Allied Matters Committee/SDMC.
8. Hon'ble Leader, Congress Party/SDMC

*(Handwritten signature and date)*  
20/12/2021

**Administrative Officer (Estt.)**  
**South Delhi Municipal Corporation**