

No. Fin (C)-A(3)-5/2004
GOVERNMENT OF HIMACHAL PRADESH
FINANCE (REGULATIONS) DEPARTMENT

Dated Shimla-171002, the 24th July, 2024.

OFFICE MEMORANDUM

Subject: Fixation of emoluments and terms and conditions for re-engagement of retirees in the Departments under Rule-131 of HPFR, 2009.

The undersigned is directed to refer to this department's office Memorandum No. Fin(C)-B(7)-13/2009 dated 10th November, 2023 regarding fixation of emoluments and terms and conditions of the retirees re-engaged in the Departments.

It has come to notice of this department that some departments are hiring the services of the retirees as per the provisions of the HPFR, 2009, where the post of the respective category is not available. The question relating to fixation of emoluments and terms and conditions of such cases was engaging the attention of the government for past some time.

For the reasons of economy and in the public interest, the Departments may consider hiring/engaging retired persons as per the Rule-131 of the HPFR, 2009, where the post of the respective category is not available, on the following terms and conditions:-

(A). Nomenclature and Emoluments:-

Category of retiree(s)	Nomenclature to be given	Emoluments permissible
Class-IV	Multi Task Worker	He/She may draw fixed monthly amount @ 40% of the basic pay last drawn.
Class-III	Office Assistant	He/She may draw fixed monthly amount @ 40% of the basic pay last drawn.
Class-II Class-I	Work Supervisor	He/She may draw fixed monthly amount @ 40% of the basic pay last drawn.


26/07/2024

Contd...2/-

For retiree(s) of specialized category which includes Doctors, Engineers, any administrative services and the services of the HPSS (Ministerial cadre only)	Consultant (Name of specialized field)	He/She may draw fixed monthly amount @ 50% of the basic pay last drawn.
NOTE:- No Dearness Allowance will be admissible on this fixed amount.		

(B). Other Terms & Conditions:-

1.	Tenure	The tenure of engagement shall be for a period as determined by the Government and will be effective from the date of issue of the orders. But in no case it should exceed more than one year at a time in case of Class-I to IV retirees except in the case of specialized services termed as "Consultants". Provided that the Government can terminate this engagement even before the expiry of the above period, in case the services of the incumbents are not required.
2.	TA/DA	He/She shall be entitled to TA/DA as is admissible to an outsourced person, if any.
3.	Leave	He/She shall be entitled to Leave as is admissible to an outsourced person, if any.
4.	Medical Facilities/ Expenses	No medical facility will be given to a person to be hired under this policy because a retiree is already covered under such facility.
5.	Government Accommodation	He/ She may be allowed to retain the allotted Government residential accommodation if in continuous possession at the time of such engagement.

(C). All the expenditure to be incurred on fixed emoluments on hiring of such manpower is to be borne under SOE "outsourcing" only.

(D). The Administrative Departments may ensure that prior concurrence of the Finance Department on each such proposal may be obtained and no such engagement be made at their own level in any case.

(Signature)
27.10.24

Contd...3/-

(E). Such engagement can be terminated before the expiry of specified period in case conduct and performance of the incumbents are not found satisfactory by giving prior notice of 15 days.

(F). The retired persons hired on these Terms and Conditions is required to submit a self declaration form (enclosed) at the time of joining on such re-engagement.

By order

Devesh Kumar
Principal Secretary (Finance) to the
Government of Himachal Pradesh

To

All the Administrative Secretaries
to the Government of Himachal Pradesh.

Endst No. Fin (C)-A(3)-5/2004 Dated Shimla-171002, the 24th July, 2024.
Copy forwarded to:-

1. The Registrar General, High Court of Himachal Pradesh, Shimla-1.
2. The Principal Accountant General, H.P. Shimla-3.
3. The Accountant General (A&E) H.P. Shimla-3.
4. The Divisional Commissioner, Shimla/Kangra/Mandi, H.P.
5. The Resident Commissioner, Himachal Bhawan, Sikandra Road, New Delhi.
6. The Secretary to the Governor, Himachal Pradesh, Shimla-2.
7. The Secretary, H.P. Vidhan Sabha, Shimla-4.
8. All the Heads of Departments in Himachal Pradesh.
9. The Secretary, H.P. Public Service Commission, Shimla-2.
10. All the Deputy Commissioners in Himachal Pradesh.
11. The Director, Institutional Finance, Himachal Pradesh, Shimla-2
12. The Resident Commissioner, Pangi, Chamba, Himachal Pradesh.
13. The Secretary H.P. State Electricity Regulatory Commission, SDA Complex Shimla.
14. The Secretary, Lokayukta, Pine Grove Building Shimla-2
15. The Registrar, H.P. State Consumer Disputes Redressal Commission, Shimla.
16. All the District Treasury Officers/Treasury Officers in H.P.
17. The Deputy Commissioner, Relief and Rehabilitation, Bias Dam Project Fatehpur, Kangra, H.P.
18. The Controller (Finance & Accounts), Department of Personnel, H.P. Secretariat, Shimla-2
19. Guard File.


24/07/2024
(Rajender Sharma)

Joint Secretary (Finance) to the
Government of Himachal Pradesh

DECLARATION FORM

I, Shri/ Smt. retired on after superannuation and re-engaged as w.e.f.in the department, do hereby affirm and declare as follows:-

1. I agree to provide my services on the Terms and Conditions as prescribed in the FD's OM No. Fin(C)-A(3)-5/2004 dated 24th July, 2024 and will not solicit any deviation at any stage.
2. I agree and undertake that I will maintain and protect the confidentiality of the information received by me while discharging my official responsibilities. Also, I will not misuse or share the information with anybody not eligible or connected to have this information. In case of any breach, I shall be liable to such action as deemed fit by the department.
3. I agree and undertake that I will not indulge in any unethical acts or practice which is against the interests of the department and which are illegal and not in conformity with the rules, policies and practices of the department.
4. I agree that my services will be purely on temporary basis and is liable to be terminated at any stage in case my performance/ conduct is not found satisfactory.


24/07/2024

Signature of the Candidate