

(10.2) Engagement of Daily wage/Casual/Contract employees for Sponsored Project.

(10.2.1) Sub: Engagement Daily-wage in Sponsored Project/Schemes.

While looking at the question of creation of new posts in Labs./Instts., DGSIR has expressed his concern over the magnitude of the problem relating to the number of posts required for absorption of staff engaged on daily/monthly wages basis and in Sponsored Projects or Schemes. Some Labs./Instts. have been engaging these categories of staff in large numbers without taking into account the organisational implications on long term basis.

2. Member (Finance) has observed that Research Laboratories manned primarily by scientists and technologists and not by Class IV staff and is most reluctant to agree to the creation of such posts.
3. In CSIR Circular No.1/34/77-O&M-II, dated 2nd March, 1982, instructions have been issued to stop engagement/employment of casual staff completely and gradually absorb in regular strength those who have put in a minimum of two years service as a casual labour as on 1st July, 1981 with a minimum of 240 days per year. It is hoped that after the issue of the Circular dated 2nd March, 1982, no fresh daily wage staff has been engaged and I would like you to confirm this categorically for your laboratory. Considering the serious repercussion in future for engagement of daily wage staff, DGSIR has reiterated that the engagement of persons on daily wage or monthly contract rate should be totally stopped and the FAO/Sr.FAO of the Lab./Instt. will be personally responsible to ensure that no expenditure is incurred on this account in respect of persons engaged after issue of the Circular of 2nd March, 1982.
4. Similarly the Lab./Instt. has to be careful in engaging persons for sponsored Project/Scheme. According to the instructions issued by the CSIR persons making in the Sponsored Project/Scheme earn eligibility for absorption in the regular posts of the Lab./Instt. after they put in the required length of service. Therefore, when the Lab./Instt. engages such persons in any sponsored project/scheme the future contingency of absorption of those

persons is embedded at the initial stage of recruitment. In order to avoid such embarrassing situations, DGSIR has further been pleased to decide as follows:-

- a) No new staff should be recruited against sponsored project/scheme unless their absorption after the expiry of the scheme is assured & clearance is obtained from Director-General;
- b) The existing regular staff of the Lab./Instt. should be deployed in the sponsored project/scheme as far as possible.
- c) While accepting any Sponsored Project/Scheme hereafter availability of the required types of personnel in the Laboratory/Institute should be looked into besides ensuring that those projects/schemes are circumscribed within the priority areas of the Laboratory/Institute.

(CSIR Letter No: 4(181)-Bud/83, dated 14th Feb., 1983).

(10.2.2) Sub: Appointment of persons on contract basis for the Sponsored Projects/Schemes undertaken by

In pursuit of the GOI, Deptt. of Personnel and Training Orders dated 7.6.88, necessary guidelines were circulated to all Labs./Instts. on 30.3.90 with regard to absorption of casual workers/persons already engaged on contract etc. by the Labs./Instts. It was also communicated in the above orders that in future persons may be engaged for the sponsored Projects/Schemes only with the prior approval of CSIR.

After taking into consideration the references received from a number of Labs./Instts. seeking permission for engagement of persons on contract for the consultancy projects, CSIR is already seized with the framing of a mechanism to meet this requirement but keeping in view the provisions of the Contract Labour (Regulation & Abolition) Act, 1970, it has been decided that as an interim measure the following procedure may be adopted in order of preference.

- 1 .The existing staff strength should be utilised to the optimum by detailing them for the project work.

2. Minimal requirement of additional man-power for S&T activities may be met-out from the ceilings of Peer Review already fixed for the year 1987-90. This demand could also be met by inducting of S&T staff on deputation basis from sister Labs. and outside organisations, as per rules.
3. With regard to non-technical staff, retired employees may be engaged upto a period of six months subject to the ceiling of the emoluments as fixed in the case of a Consultant under extant GOI orders issued from time to time.
4. If at all additional man-power is a must to man the project work, proposal for creation of posts in the regular side may be initiated giving their justification so that the quality standard may be applied for their induction.

It is requested that the foregoing parameters may kindly be followed scrupulously to meet the requirements of additional man-power for the Sponsored Projects/Schemes as an,- interim measure till guidelines for engaging persons on contract basis keeping in view the provision of the Contract Labour (Regulation and Abolition) Act, 1970 are circulated to the Labs./Instts.

(CSIR letter No.5(8)/90-E-II, dated 29-11-90)

(10.2.3) SUB: Appointment of Persons on contract basis for the Sponsored Projects/Schemes undertaken

Para-3 of this office circular of even number dated 29.11.1990 may kindly be substituted by the following:-

" With regard to non-technical staff/technical staff upto the scale of Rs. 1640-2900/retired employees may be engaged upto a period of six months subject to the ceiling of the emoluments as fixed in the case of a Consultant under extant GOI orders issued from time to time."

(CSIR Letter No: 5(8)/90-E.II dated 10th Dec., 90.)

At the time of deployment of such staff, a stipulation was made in the offer of appointment to the effect that they were being deployed in a Sponsored Project/Scheme on behalf of the Sponsor for a fixed period for the duration of the scheme/project only and the appointment in a scheme/project was not a CSIR appointment temporary or otherwise and did not entitle the incumbents to any claim, implicit or explicit, on a regular CSIR post, even then they were preferring their claim for absorption against regular vacancies of the concerned Lab./Instt. This was not in order under the instructions issued from time to time.

In order to restrict the engagement of staff for a sponsored project/scheme on behalf of the sponsor, a format for the offer of appointment has been devised in consultation with the Legal Adviser of CSIR and a copy of the same is enclosed for your information, guidance and necessary action.

It is requested that the offer of appointment of a person in a sponsored Project/Scheme should invariably be now made in the enclosed format so that the person concerned should not later on prefer a claim for absorption against a regular post of the Lab./Instt. The prescribed procedure as applicable for regular post/staff should be followed both for creating posts and recruiting staff for a sponsored Project/Scheme as envisaged in CSIR Circular No. 16(150)/68-E.II (Pt.II) dated 13.1.1981.

(CSIR Letter No: 5(8)/90-E.II(U-2), dated: 11th May, 1992.)

Name Of The Laboratory

Dated

To

(Name & Address of the candidate Selected for engagement)

Sub:- Offer. for engagement in a sponsored Project/Scheme.

Sir,

With reference to your request dated _____ you are hereby intimated that the Director, (Laboratory) _____, on behalf of the sponsor of the Project/Scheme, namely, (Name of the Project) _____

Has been pleased to offer you on contract basis to work as _____ on consolidated amount of Rs. _____ p.m. on the following terms and conditions:-

1) Your engagement is for the Project, namely, _____ funded by (Name of the Sponsor) _____ and as such offer is being made to you on behalf of the sponsor, namely, _____.

2). It is not an offer of appointment in CSIR temporary or otherwise. It is a contractual engagement for the Project/Scheme funded by the above sponsor. It would, therefore, not confer any right/claim implicit or explicit for your consideration against any CSIR post.

3) Your engagement on contract is for a specific period of which may be extended or curtailed depending upon the status of the sponsored project/scheme. In any event, your engagement shall be co-terminus with the duration of the above mentioned sponsored Project/Scheme only.

4) The contract of engagement may be terminated by giving one month's notice in writing by either side.

5) No traveling allowance will be paid to you for reporting for duty

6) Your engagement on contract will be subject to the production of the following documents at your expense at the time of your reporting for duty:-

a) Medical Certificate of health and physical fitness for service issued by the competent medical authority in the prescribed format, if not already so

medically examined. In the latter case, a certified copy of the relevant medical certificate should be furnished.

b) Documentary evidence in support of your date of birth and qualifications.

7) Any service matter not specifically stated herein shall be determined by the Director (Name of the

Laboratory), _____ whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions, you may please communicate your acceptance within a week from the date of receipt of this letter while intimating probable date of your reporting for duty.

(10.2.5) I would like to draw your attention to the instructions issued by CSIR from time to time vide CSIR Circular letters No. 16(150)/38,-E.II dated 13.1.1981; 4(181)/Bud/83 dated 11.2.1983;-E-II; 17(133/1)/83-E.II dated 19.4.84; 3(58)/87-E.II dated 30-3-90 and. 5(8)/90-E.II dated 29.11.90 and 11.5.92 not to engage any daily wage/casual/contract worker and that whenever it becomes absolutely essential to engage any staff for timely execution of externally funded projects in which there may also be a provision for manpower, it should also be done only with the prior approval of the DG, CSIR.

However, it has been observed that the above CSIR directions have not been strictly observed by some of the Labs./Instts. who have continued to engage such persons in one or the other manner thereby creating all kinds of unnecessary problems including litigations.

In a recent judgment of CAT which was upheld by the Hon'ble Supreme Court, it was held that CSIR Absorption Scheme 1990 be amended to include the casual workers engaged in externally funded scheme for consideration of regularisation and absorption in the available vacancies.

Keeping all the above in view, I have, therefore, decided to appoint a Committee to look into the whole matter and make necessary recommendation for engagement of staff for externally funded projects in future. Appropriate

guidelines on the basis of the recommendations of the Committee will be issued by the CSIR in due course.

In the meantime I request you kindly to manage the work of the externally funded projects by the regular staff and not to engage any fresh manpower for these projects and the engagement of existing staff already engaged under such projects should be strictly co-terminus with the duration of the projects and should not be reengaged on any other projects thereafter. However, if in any case, there exists a provision for engagement of the manpower and it is considered absolutely essential to engage any staff against the manpower already existing in the project, it should be done only after obtaining my prior approval.

(CSIR Letter No: 5(8)/90-E.II, dated: 2nd June, 1995.)

(10.2.6) Kindly refer to D.O. letter of even number dated 2.6.95 from Dr. Joshi advising you to temporarily suspend the engagement of staff under the externally funded projects.

I feel that with the total embargo on engagement of any staff under the projects, the Labs./Instts. will be put in a very difficult situation as they may not be able to execute the projects within the time frame fixed by the sponsors. I have, therefore, decided to relax the ban and allow the Labs./Instts. to appoint the Project Assistants wherever considered necessary for timely execution of the sponsored projects. However, it should be made specifically clear in the letter of appointment to be issued to the persons concerned that their appointment is on purely temporary basis being co- terminus with the duration of the project. For this purpose, the offer to the persons concerned should invariably be made in the format of the offer of appointment enclosed herewith.

The engagement of the other category of staff, as far as possible, should not be made.

(CSIR Letter No: 5(8)/90-E.II, dated: 7th July, 1995)

Name Of The Laboratory

To

(Name & Address of the candidate Selected for engagement)

Sub: Offer for Engagement as a Project Assistant under the Sponsored Project/Scheme.

Sir,

With reference to your request dated _____ you are hereby intimated that the Director, - _____ has been pleased to offer you on contract basis to work on a purely temporary basis as a Project Assistant on consolidated amount of Rs. _____ p.m.. on the following terms and conditions:-

1. Your engagement is for the externally funded project entitled _____ sponsored by _____;
2. It is not an offer of appointment in CSIR temporary or otherwise. It is a contractual engagement on purely temporary basis for the Project/Scheme funded by the above sponsor. It would, therefore, not confer any right/claim implicit or explicit for your consideration for regularisation/absorption against any CSIR post;
3. Your engagement on contract is for a specific period of which may be extended or curtailed depending upon the status of the sponsored Project/Scheme on the same terms and conditions.
4. In any case your engagement in the above sponsored Project/Scheme shall be co-terminus with the project/scheme.
5. The contract of engagement is terminable by giving one month's notice in writing by either side.

6. No traveling allowance will be paid to you for reporting for duty;

7. Your engagement on contract will be subject to the production of the following documents at your expense at the time of Your reporting for duty:-

a)a) Medical Certificate of Health and physical fitness for service issued by the competent medical authority in the prescribed format; and

b) Documentary evidence in support of your date of birth and qualifications; and

8. Any service matter not specifically stated herein shall be determined by the Director, _____, whose decision shall be final and binding on both the parties to the contract.

If you are willing to accept the engagement on these terms and conditions you may please communicate your acceptance within a week from date of receipt of this letter within intimating probable date of your reporting for duty.