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INDIAN COUNCIL OF
MEDICAL RESEARCH
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भारतीय आयुर्विज्ञान अनुसंधान परिषद
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार
कल्याण मंत्रालय, भारत सरकार

Indian Council of Medical Research
Department of Health Research, Ministry of Health
and Family Welfare, Government of India

No.16/15/2023-Admn.

Dated: 02/06/2023

To

The Director/Director-in-Charge of
Permanent Institute/Centres of ICMR as well as ICMR Hqrs.

Subject: Terms of engagement on Project Position– reg.

Sir/Madam,


Further to letter No.16/107/2008 (3)-Admn.II dated 01/01/2018 and the deliberations held during Directors' meeting held on 06/04/2023, the following guidelines are issued:

1. The engagement of manpower on contract basis in project would be through an outsourced agency.
2. In exceptional cases direct hiring on project positions would be allowed, subject to approval of the Competent Authority.

"Exceptional cases are those cases where the specific Scientific/Technical Manpower are not available in GeM platform. Proper Justification to be given for hiring manpower from sources other than GeM."

Conditions of Engagement :-

- (a) The contract for engagement of project staff shall be upto one year, which shall be extendable up to three-years, subject to requirement and performance review by the PI/Director (as three years is the average tenure of research projects in ICMR). In exceptional cases, extension may be granted by the Director General ICMR, up to five-years, subject to nature and requirement(s) of the project. The fixed term engagement(s) i.e. initial as well as extended, shall automatically cease/conclude, if the same is not extended within the tenure. No retrospective extension of engagement(s) shall be permissible. A format of engagement is enclosed (Annexure-A).


02/06/23



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- (b) At the time of applying for the project position, the applicant(s) shall be required to submit duly filled in and signed Undertaking (Annexure-B) along with the application form and every time whenever engagement of any person on temporary/contractual basis is made, the Head of the Institute/PI/Head of the Division shall ensure that the undertaking (Annexure-C) is duly filled in and signed by the person engaged temporarily on contractual basis.
- (c) Only the DG is competent to authorize the extension beyond three years in exceptional cases. In case extension is granted beyond three years and upto five years as an exceptional case without the approval of DG, the Director/PI/Head of the Division shall be responsible for the consequences (legal/financial/administrative) arising out of such engagement.

Yours faithfully,

(Jagdish Rajesh)

Assistant Director-General(Admn.)

Distribution:

1. All Heads of Division/Sections
2. Sr.AOs/Sr.ACOs/AOs/ACOs/SOs of the Divisions/Sections.

Copy to:

1. PS to DG/Sr.DDG(A)/Sr.FA
2. DDG(A)/ADG(A)
3. Head, BMI – soft copy of the same has been uploaded on ICMR website.

Only for Exceptional Cases

Annexure-A

Format of offer letter to be issued to successful candidates to be engaged on Project
Human Resource Positions

<Letterhead of the Institute / Centre / HQ of ICMR>

File No. _____

Date: _____

To,

<Name of the successful candidate>

<Address>

Subject: Offer for engagement on project position of _____, purely
on time bound contractual basis.

Dear Candidate,

Consequent upon your selection to the aforesaid project position, purely on time bound basis in the project titled, “_____”, under guidance of _____, I am directed to convey the approval of the Competent Authority to engage you on the said Project Human Resource Position, against lump sum amount of **Rs. _____/-** (Rupees _____ Only) per month.

The engagement to the project position will be subject to the following terms and conditions:

1. You are requested to furnish an undertaking to the effect that you shall not be entitled to claim for continuation of your fixed term engagement and/or for any other right, which has not been expressly conferred upon you, in the terms of engagement, from ICMR or its Institute/Centre (Annexure- C).
2. The engagement to the project position is purely on time bound contract basis and the Competent Authority reserves the right to dispense with the engagement, at any time without assigning any reasons.
3. The present assignment is for one year up to _____.
4. The engagement to the project position will automatically cease on the end date of engagement. The incumbent shall have no right to claim for further engagement. In any case, whatsoever, any request/representation in this regard will not be entertained.
5. The engagement can be terminated during the tenure at any time by giving one-month notice on either side. Your engagement can be terminated forthwith or before expiry of the notice period, by making payment of a sum equivalent to one-month

project position remuneration. However, you will not be permitted to surrender one-month remuneration, in lieu of the period of notice of unexpired portion thereof and you will be required to serve the full period of notice. (Note – The mandate of one-month notice from either side, as stated herein, will not be applicable in case the project is decided to be closed by the competent authority within a period of less than 30 days/one month.)

6. You will not be treated as an employee of ICMR or any Institute / Centre of ICMR. You will not have any claim on a regular post in ICMR or its Institute / Centre or in any Dept. of GOI. You shall give an undertaking to this effect before joining the project position.
7. You will be under the Administrative control of the host Institute / Centre and will be subject to all the rules and regulations of the host Institute / Centre as applicable to fixed term project positions/persons during the tenure/period of engagement.
8. You will be posted for work as per project requirement including, office/field/site work/travel etc. at the study site; however, you may be temporarily posted to other study sites in the interest of project work.
9. You will not be entitled to any other allowances such as Dearness Allowance, Transport Allowance, LTC, Bonus, etc. You will also not be provided any medical facility under CGHS / CS (MA) Rules as admissible to regular employees.
10. No travelling and/or daily allowance will be admissible either for joining the assignment or on expiry of the contract. However, while travelling in connection with the assigned work during the period of engagement, you will be entitled to draw TA/DA in accordance with your Stipend / Emoluments, but it will not be at par with the regular / permanent employees of ICMR.

11. Leave Provisions:

- (a) CCS (Leave) Rules shall not be applicable to project positions.
- (b) Paid Leave of absence may be allowed at the rate of 1.5 days for each completed month of engagement, or as prescribed by the Competent Authority from time to time. No other kind of leave shall be admissible.
- (c) Leave shall not be carried forward beyond one-year contract. Accumulation of leave beyond a calendar year shall not be allowed.
- (d) On termination of the engagement, you shall not be entitled to the benefit of encashment of un-availed portion of leave.
- (e) Maternity Leave of 180 days, for female Project staff, in terms of ICMR OM No.16/50/2015-Admn.II dated 11/02/2016.
- (f) In the event of leave without prior permission of PI / Guide / Head of Institute and / or any willful unauthorized absence, the engagement shall be ceased automatically and the concerned person holding project position will not be permitted to resume duty, without prior permission of Head of the host Institute.

12. You will not be entitled for any terminal benefits after completion of project period or otherwise.
13. You should submit a medical certificate, in the enclosed prescribed format. If you fail to submit the same or found unfit in the medical examination, this offer to engage you on the aforesaid project position shall stand cancelled automatically.
14. You will not divulge any information gathered or outcome of research work during the period of your assignment to anyone who is not authorized to have the same.
15. Payment of stipend or emoluments to the project position will be subject to availability of funds from the funding agency of the project.
16. The project service will not confer any right for further assignment.
17. Other general responsibilities / obligations of Project Positions are enclosed at Annexure – D, which shall strictly be followed.
18. Please note that project positions are meant for a short term, as a part of ICMR's skill development program, with a view to create skilled and experienced Human Resources.

In case you are willing to accept the above mentioned conditions, please report to your Project Investigator immediately and complete the pre-engagement formalities, such as Medical Examination, Character Certificate, etc., **within fifteen days**, failing which the offer shall stand cancelled automatically. Formats of pre-engagement formalities are enclosed at Annexure – E (i to vi). A copy of this letter duly signed by you in token of acceptance of aforesaid terms and conditions should also be furnished to this office along with joining report.

Yours faithfully,

Administrative Officer

Encl: Annexure – C, D and E.

Copy to:

1. PS to DG / Sr.DDG (A) / Sr.FA / DDG (A) / ADGs
2. Head of the concerned Division of ICMR
3. Project Investigator
4. Accounts
5. DDO / Bills Section
6. Guard File

Administrative Officer

Only for Exceptional Cases

Annexure-B

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UNDERTAKING

**[To be submitted by the applicant applying for engagement on
Project Position (s) alongwith application format]**

1. I understand that my engagement will be purely on time bound contractual basis. As such, I will not claim either for extension/continuation of my project services or for regularization of my services at ICMR or its Institute / Centre / Division / Section and/or Govt. of India.
2. I further state that no criminal proceedings are either pending or contemplated against me in any Court of Law / Police records.
3. I further state that I have worked / working in the following ICMR Projects / ICMR Institutes, till now. (from latest to oldest).

Sl. No	Position	ICMR Institute	Period	
			From	To

Declaration: I hereby declare that the particulars / documents furnished by me are true to the best of my knowledge and belief. I understand that furnishing of false information or suppression of facts or any act in contravention to the terms of my contract and terms of the undertaking, shall attract disqualification and would amount to fraudulent act under Indian Contract Act, 1872 and may render me unfit, at any stage of my engagement.

Place:

Signature:

Date:

Name:

Project Position:

Annexure-C

[To be submitted by the person engaged in project on time bound contractual basis
on non-judicial stamp paper of Rs.100/-]

1. I have carefully read and noted the terms of engagement given by the (Institute / Centre / Division) and hereby agree that in case of any dispute arising out of closure of the project and/or on termination of my contractual project services, I am neither entitled to claim continuation of my project services in any other ongoing project, nor claim regularization under any circumstance whatsoever, from ICMR or its Institute / Centre / Division / Section and/or Govt. of India.
2. I understand that my engagement as project position will be purely on time bound contractual basis. As such, I will not claim either for extension/continuation of my project services or for regularization of my services at ICMR or its Institute / Centre / Division / Section and/or Govt. of India.
3. I further state that no criminal proceedings are either pending or contemplated against me in any Court of Law / Police records.
4. I further state that I have worked / working in the following ICMR Projects / ICMR Institutes, till now. (from latest to oldest).

Sl. No	Position	ICMR Institute	Period	
			From	To

Declaration: I hereby declare that the particulars / documents furnished by me are true to the best of my knowledge and belief. I understand that furnishing of false information or suppression of facts or any act in contravention to the terms of my contract and terms of the undertaking, shall attract disqualification and would amount to fraudulent act under Indian Contract Act, 1872 and may render me unfit, at any stage of my engagement.

Signature:

Name:

Project Position:

General responsibilities / obligations of Project Positions.

- (a) The project position holders have to work full time for the project job assigned to them by their PI/Guide and submit themselves to the disciplinary regulations of the host Institute / Centre / Division of ICMR, where they are working. Regular attendance of the Project Human Resource Position holders shall be ensured by the Project Investigator / Guide of the host Institute / Centre / Division of ICMR, as the case may be.
- (b) In case a project position holder desires to appear for competitive examination, he/she would invariably seek prior permission from his/her PI/Guide and inform ICMR about it. No Objection Certificate, which is applicable for the regular Government Employees for applying or attending interviews for outside employment shall not be given to project positions holders.
- (c) The project position holder shall not to take any assignment other than related to his/her project, paid or unpaid. However, if required, they may assist the host Institute in its academic work / other activities, as per guidance of PI / Guide / Head of the Institute, ensuring that the progress of their project is not hampered.
- (d) Once a person accepts the offer and joins the project position, he/she must work for the initial tenure stipulated in his/her offer letter to avoid hindrances in achievements of original objectives of the study of the Project.
- (e) No person shall leave the project position, without prior approval of his/her PI/Guide and Head of the Institute. If he/she desires to leave the job, then he/she must submit his/her resignation through his/her PI / Guide, one month in advance, indicating specific reasons for not continuing the job.
- (f) The project position holder shall not make any correspondence / communication / representation / grievance etc. directly to any higher authority, by-passing his/her PI / Guide / Head of the host Institute. This would include all forms of communication including through E-mails, public portals, etc. Strict action will be taken against those who would violate the proper channel of communication, by-passing the PI / Guide / Head of the Institute.
- (g) Project position holder will normally be engaged initially for a period of one year or less, depending upon tenure of the project and functional requirements. Continuation / Extension for further period will be considered after review on the basis of evaluation of performance, availability of funds, functional requirements, subject to approval of Competent Authority. The maximum term of any Project Position in any or multiple projects, with breaks or without breaks shall be three years only. The concerned Project Investigator, Division Head and Head of the host Institute shall personally be responsible and accountable for the continuation / extension given if any to any project human resource position beyond three years, either with or without breaks in any or multiple projects.

Only for Exceptional Cases

Annexure-E (i)

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Latest photo of
the candidate

MEDICAL FITNESS CERTIFICATE

(To be submitted by a candidate under consideration for engagement on a Project Position, purely on time bound contract basis)

Dr. / Shri/Smt. / Ms. Age
Years, whose candidature is under consideration for engagement on a Project Position, purely on time bound contract basis is examined medically at this Hospital.

On examination, as per opinion of specialists, it is found that he/she is physically Fit / Unfit for the job.

Marks of identification of the candidate:

Signature & Seal of the Medical Officer of Government Hospital

Place:

Date:

Note: Medical Fitness certificate should be obtained from any Government Hospital.

Only for Exceptional Cases

Annexure-E (ii)

INDIAN COUNCIL OF MEDICAL RESEARCH

Latest photo of
the candidate

CHARACTER CERTIFICATE

(To be submitted by a candidate under consideration for engagement on a Project
Position, purely on time bound contract basis)

Certified that Dr. / Shri/Smt. / Ms.
Son/daughter of residing at
.....
..... is known to me for the past Years and to the
best of my knowledge he/she bears good reputable character and has no antecedents, which
render him/her unsuitable for employment.

Dr. / Shri/Smt. / Ms..... is not related
to me.

Name, Designation & Seal of signing authority

Place:

Date:

*Note: Character Certificate should be obtained from any Gazetted Officer or Principal of your
school / college.*

Only for Exceptional Cases

Annexure-E (iii)

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JOINING REPORT (PROJECT POSITION)

Name of the candidate: _____

Name of the Project Position: _____

Name of the PI / Guide: _____

Name of the Project: _____

Ref: Order No. _____

I, _____ have joined the
above mentioned time bound contract Project Position on the forenoon / afternoon of

Place : Signature:

Date : Name:

Signature and name of the Principal Investigator/Guide:

Signature with Name, Designation & Seal of the
Head of Institute of the Host Institute:

Only for Exceptional Cases

Annexure-E (iv)

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OATH OF ALLEGIANCE

I, _____ do swear/solemnly affirm that I will be faithful and bear true allegiance to India and to the Constitution of India as by law established, that I will uphold the sovereignty and integrity of India, and that I will carry out the duties of my office loyally, honestly and impartially.

(SO, HELP ME GOD)

Place: Signature :

Date: Name :

Project Position:

Signature and name of PI / Guide:

Only for Exceptional Cases

Annexure-E (v)

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OATH FOR OFFICIAL SECRECY

I, _____ affirm on an oath that I have read the Official Secrets Act and the ICMR guidelines for time bound project positions and hereby undertake to abide by the said Official Secrets Act and guidelines of ICMR.

Place: Signature :

Date: Name :

Project Position:

Signature and name of PI / Guide:

Only for Exceptional Cases

Annexure-E (vi)

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DETAILS OF PROJECT STAFF

01	Name:	
02	Gender:	
03	Name of Project Position:	
04	Name / Title of the Project:	
05	Name of PI/Guide:	
06	Date of Joining:	
07	Period of Contract:	
08	Mother's Name and her Mobile Number:	
09	Father's Name and his Mobile Number:	
10	Marital Status:	
11	Spouse's Name and his/her Mobile Number:	
12	Date of Birth:	
13	Category to which belongs:	SC/ST/OBC/PWD/EWS/UR:
14	Educational Qualifications:	
15	Specialization, if any:	
16	Present Address:	
17	Permanent Address:	
18	Mobile Number	
19	Email Address:	
20	Passport No.	

21	Aadhar Card No.	
22	PAN Card No.	
23	Emergency Contact No.	
24	Blood Group:	

Signature of the Project Staff

Signature of PI / Guide: