

No.C-13015(622)/MF.CGA/PFMS/2017-18/ 1881-1918

**Government of India  
Ministry of Finance  
Department of Expenditure  
Controller General of Accounts  
Public Financial Management System**

3<sup>rd</sup> Floor, Shivaji Stadium Annexe

New Delhi-110001

Dated:08.05.2018

**Office Memorandum**

10.

**Subject: Policy Guidelines for hiring of supporting staff in the State Project Management Unit (SPMU) of PFMS.**

The undersigned is directed to convey the approval of Secretary (Expenditure) with the concurrence of IFU to hire supporting staff in the SPMUs vide diary no. 757708 dated: 28.03.2018. Accordingly, SNO/HOD of SPMUs may, as a onetime measure, hire support staff for the SPMU under his/her control as per the approved policy guidelines for the same. However, the delegation of powers to hire support staff will be taken up with the proposal for delegation of enhanced financial powers, which is already under consideration of IFU.

The approved policy guidelines for hiring of support staff in SPMUs are as under:-

**1. Nature and strength of outsourced manpower:-**

SPMUs may hire **2 (two) Office Assistants** and **3 (three) MTS** subject to the condition that SPMU has full staff strength (including Project Managers and Operational Managers). The outsourcing of OAs and MTS shall proportionally be reduced when the working strength of officers and staff at the SPMU is less.

Required outsourcing of staff as per the sanctioned strength of the SPMUs is as under:

| S.No         | Designation of the Officer | OAs required | MTS required |
|--------------|----------------------------|--------------|--------------|
| 1            | Jt. CGA                    | 1            | 1            |
| 2            | Dy. CGA                    |              | 1            |
| 3            | Sr.AOs/AOs/AAO/OMs/PMs     | 1            | 1            |
| <b>Total</b> |                            | <b>2</b>     | <b>3</b>     |

**2. Educational and Other Qualifications of outsourced manpower:-**

**Office Assistant:** a) Graduate in any discipline from a recognized university.  
b) Proficiency in MS- Office (Word, Excel, and PPT etc.), internet, emails etc.  
c) Typing Speed (English) on computers 30 words per minute.

**Multi-Tasking Staff:** a) Matriculate or equivalent.

### **3. Nature of work to be performed by OAs/MTS.**

#### **Office Assistants:**

1. To assist his/her assigned Officers/Section In-charge in their normal discharge of office responsibilities.
2. To attend office work and maintain office records as directed.
3. Diary, Dispatch and maintenance of Guard files.
4. Typing on computer, Sending e-mails and to attend EPBX telephone Calls.
5. Search on internet as per requirements of official work.
6. Preparation of indents/requisitions for stationary and misc. items.
7. Any other work assigned by the superiors.

#### **Multi-Tasking Staff:**

1. General cleanliness and upkeep of the Section/Units.
2. Carrying of files and other papers.
3. Photocopying, sending of Fax etc.
4. Other non-clerical work in the Section/Unit.
5. Opening and closing of office/rooms.
6. Cleaning of rooms & Dusting of furniture.
7. Any other work assigned by the superiors.

### **4. Procedure for hiring:**

- a) The hiring shall be done on the basis of similar contract entered into by any other department of the Central Government/State Government. For this purpose, an undertaking may be obtained from the contractor that he is ready to supply the manpower at the same rates and terms & conditions. A copy of contract may be obtained and credentials thereof may be verified from the concerned department. The manpower may be engaged with the approval of State Nodal Officer/Head of the Department of the State Project Management Unit.
- b) Failing (a) above, the manpower may be engaged by floating tender enquiry as per procedure laid down under General Financial Rules(GFR) 2017. The general terms and conditions of the contract may be specified in the tender documents as per the prevailing terms and conditions for outsourcing of staff (OAs and MTS). Selection of Vendor may be made, with the approval of State Nodal Officer (SNO)/ Head of the Department (HOD) of the SPMU.


### **5. Monitoring of performance of the outsourced manpower:**

Performance of the outsourced manpower shall be monitored by the SPMU and Performance Report may be submitted quarterly to the State Nodal Officer, in the Proforma as at Annexure I for perusal and orders, if any.

### **6. Payment of Remuneration:**

Monthly payment of agreed remuneration and EPF/ESI contribution, service charges etc. shall be made to the contractor by the SPMU on production of bill by the contractor. Proportional

reduction should be made towards days of absence of any worker. Before entering into any contract with any service provider and creating any liability, it must be ensured by the SPMU that funds to cover the expenditure are available by way of Letter of Authority issued by the CPMU, PFMS. In no case, the remuneration shall be less than the minimum wage prescribed by the concerned state government.

  
(S.K Kardam)  
Asstt. Controller General of Accounts

To:

1. Addl. CGA(PFMS)
2. Jt.CGAs/Dy.CGAs/ACGAs/ACAs of CPMU,PFMS, New Delhi
3. All Jt.CGA/Dy. CGA as SNOs/ASNOs of SPMUs
4. ✓ Sr. AO(ITD) with the request to upload the OM on website.

## Annexure-I

### **1. Terms and condition for entering the contract:**

- 1) Initially the agreement is for one year. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Manpower Service Provider and the Authority.
- 2) The support staff to be provided by the Agency should not have any adverse Police records/criminal cases pending against them. The Agency should make adequate enquires about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Service Provider must have been verified by the Service Provider before their deployment. The Service Provider will also ensure that the personnel deployed are medically fit and will keep a record of certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the Office.
- 3) The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- 4) The requirement may further increase or decrease marginally, during the period of initial contract also and the service provider would have to provide additional manpower services, if required, on the same terms and conditions.
- 5) The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 6) The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
- 7) The persons deployed shall be required to report for work at scheduled time as directed by SPMU office. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
- 8) The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by the head office on attending such duty.
- 9) The Manpower Service Provider shall nominate a coordinator who shall be responsible for regular interaction with SPMU so that optimal services of the persons deployed could be availed without any disruption.
- 10) The entire financial liability in respect of manpower services deployed in the office of SPMU shall be that of the Manpower Service Provider and the SPMU will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the



person deployed a sum not less than the minimum rate fixed (take home remuneration) in the financial bid.

11) The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.

12) For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the SPMU office

13) The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed.

14) The SPMU shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

15) The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

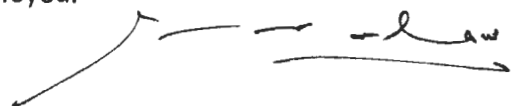
16) In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

17) The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider-

18) The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration certificate should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, if any, at his own part and cost.

19) The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

20) The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.



21) The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as prescribed by the Government in Labour and Employment Department from time to time.

22) The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter.

23) The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the office

24) In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office is put to any loss / obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

25) The Agreement shall be terminated in the event of non-performance, deviation any of the terms and conditions of contract, non-payment of remuneration of support staff engaged and non-payment of statutory dues. This office has no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjustment from the Security Deposited by the concerned office.

26) In case of breach of any terms and conditions of this agreement, the Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

A handwritten signature in black ink, consisting of a series of connected loops and strokes, positioned at the bottom right of the page.

**PERFORMANCE REPORT**

**Name of the OA/MTS** :  
**Father's Name** :  
**Date of Birth** :  
**Date of Appointment** :  
**Office** :

**REPORT for the period of ..... to .....**

**Punctuality** :  
**Obedience** :  
**Conduct & Discipline** :  
**Willingness to Work** :  
**Integrity** :  
**Performance Remarks** :  
**Recommendation for  
continuance or otherwise  
of the OA/MTS** :

Signature of HOO:  
(With Seal/Stamp):