

Human Resource Manual 2026



BIHAR INDUSTRIAL AREA DEVELOPMENT
AUTHORITY

First Floor, Udyog Bhawan, East Gandhi Maidan, Patna- 800004

Website-www.biada1.bihar.gov.in ,Email- biada-bih@gov.in Phone/Fax: 0612-2675352/2675296/2675002/2675869

**BIHAR INDUSTRIAL AREA
DEVELOPMENT AUTHORITY
(BIADA)
HUMAN RESOURCE MANUAL,
2026
(HR MANUAL, 2026)**



**1ST Floor, Udyog Bhawan, East Gandhi Maidan,
Patna - 800004**

Foreword

The Bihar Industrial Area Development Authority (BIADA) has consistently acknowledged that its human resources are fundamental to achieving its mandate of promoting industrial growth and development in the State. In this regard, the preparation of this Human Resource Manual represents an important step towards enhancing institutional efficiency, transparency, and uniformity in personnel management.

This Manual has been developed to provide a structured framework for effective human resource management within BIADA in continuity with the provisions of the BIADA Act, 1974 (as amended), the BIADA Rules, 1981, and the Financial, Service and Technical Regulations, 2007. It seeks to ensure clarity in policies and procedures relating to recruitment, service conditions, performance management, and employee welfare. This has been notified by Department of Industries), Government of Bihar; vide Notification no.: 5/ 04 / 2026 / 2398, dated 14.05.2026.

The Authority places on record its appreciation for the contributions made by various sections of BIADA in formulating this Manual and acknowledges the continued dedication and support of its officers and employees.

This Manual underscores BIADA's commitment to transparency, efficiency, and good governance, and will serve as a guiding document for all concerned.

As the organization continues to evolve, all employees are expected to familiarize themselves with the provisions outlined in this Manual, adhere to them with discipline. Such compliance is essential for maintaining a professional, orderly, and productive work environment.

Let us collectively uphold a culture of discipline, trust, integrity, and mutual respect, ensuring that every individual could contribute effectively towards the achievement of our shared objectives.


(KUNDAN KUMAR, IAS)
MANAGING DIRECTOR
BIADA

Disclaimer

This Human Resource Manual (HR Manual), 2026 is designated for BLADA to enable ease of administration and governance. BLADA reserves the right to implement/abrogate, modify and rescind/reinstate the entire manual or any part of it at any time with or without giving any reason whatsoever.

All policies issued/modified after any person's employment will supersede the policies mentioned in the employment contract with immediate effect.

Any amendment to the HR provisions of the HR Manual, 2026 shall be approved by the Board of Directors and accorded by the Government (Department of Industries).

CONTENT**CHAPTER**

	Pages
• Chapter-1-Definition	05-05
• Chapter-2-BIADA's Structure and various positions.	06-14
• Chapter-3- Recruitment and Appointment	15-21
• Chapter-4- Joining and Orientation.	22-25
• Chapter-5- Location of Posting and Transfers.	26-26
• Chapter-6- Increment	27-27
• Chapter-7- Performance management system	28-28
• Chapter-8- Reward	29-29
• Chapter-9- Vehicle Facilities	30-30
• Chapter-10- Travel Allowances and daily allowances.	31-32
• Chapter-11-Leave	33-37
• Chapter-12- Gratuity	38-38
• Chapter-13-ESIC & Medical Insurance	39-39
• Chapter-14-Communication	40-41
• Chapter-15-Disciplinary Control System	42-52
• Chapter-16- Grievance Redressal mechanism	53-54
• Chapter-17- Anti Sexual Harassment	55-58
• Chapter-18- Employees Rehire/ Contract Renewal	59-62
• Chapter-19- Formats	63-74

Chapter 1

Introduction

BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY (hereinafter referred to as **BIADA**) was formed to provide for planned development of industrial areas and promotion of industries and matters appurtenant thereto under Bihar Industrial Area Development Authority Act, 1974.

BIADA Rules was formed and notified in 1981 and the **Bihar Industrial Area Development Authority (Financial, Service and Technical) Regulation, 2007** (Notified in 2007).

HR Manual, 2026 has been developed to meet the requirement of human resource associated with the BIADA. The HR Manual does not claim to have rule for every situation; however, it has tried to lay down the policy and the principles by which these Manual could be evolved and be made part of it in due course of time. Hence the Manual should be treated as an evolving document.

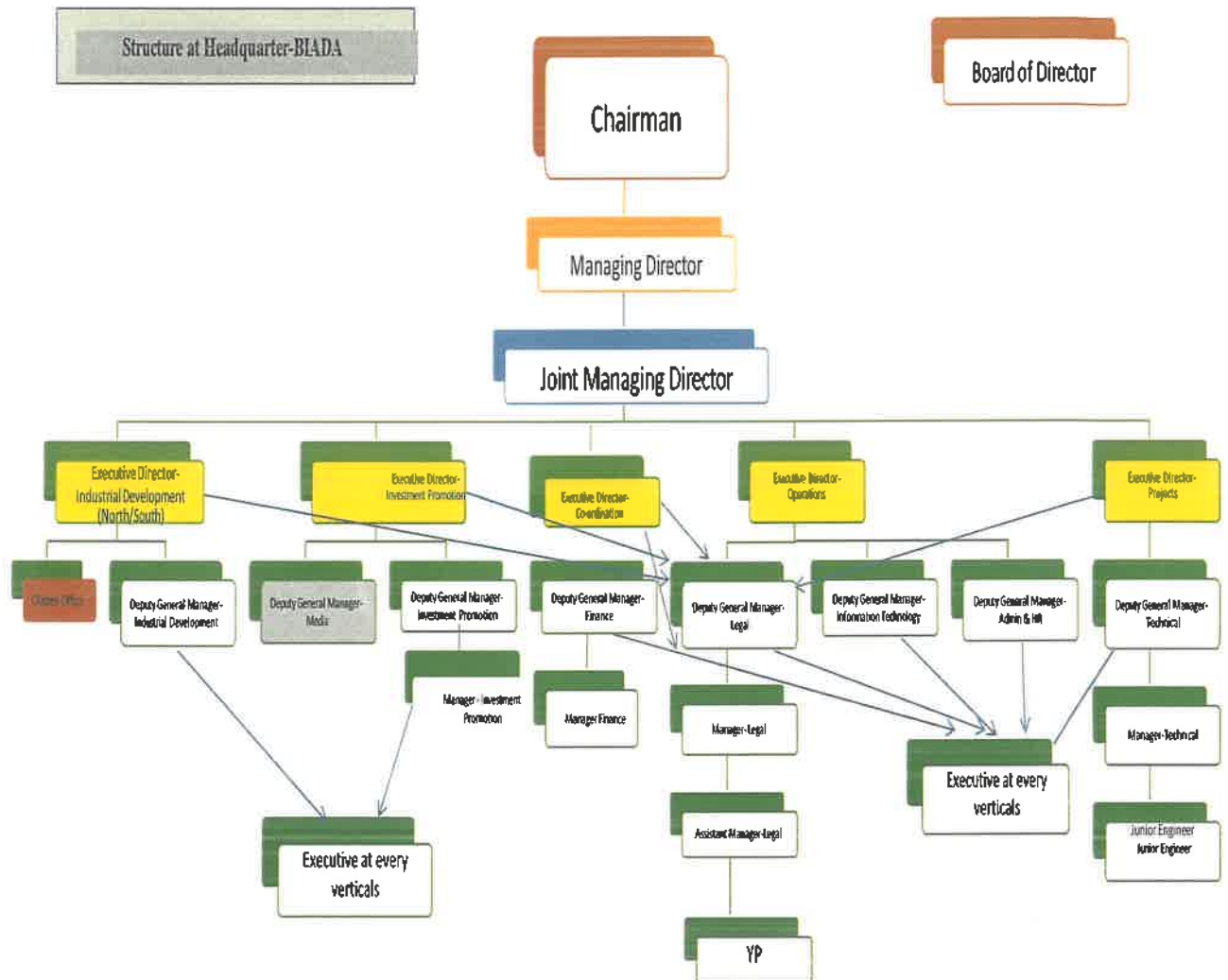
1.1 Definition of terminology commonly used in Manual:

1. **BIADA** means **Bihar Industrial Area Development Authority** and all its offices.
2. **Government** means **Hon'ble Minister, Department of Industries, GoB.**
3. **State Government** means **Government of Bihar (GoB).**
4. **Employee** means **Individual** appointed to posts on BIADA's payroll. This will not include those working under services being outsourced.
5. **Employer** means **Bihar Industrial Area Development Authority.**
6. **Human Resource Manual, 2026** means **HR Manual** of BIADA.
7. **Authority** means **Board of Directors of Bihar Industrial Area Development Authority i.e. BIADA.**

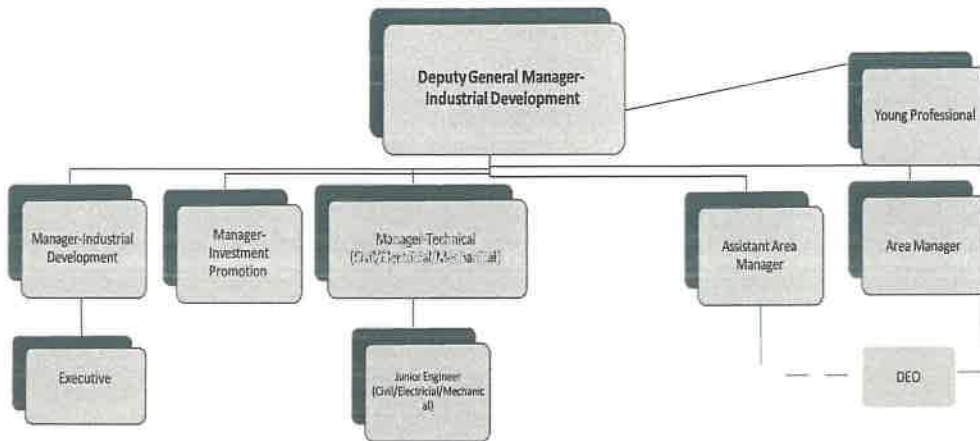
HR Manual would proactively contribute towards achieving the overall goals of BIADA established by GoB laying down principles, guidelines and Rules/Regulations to ensure the smooth functioning of the organization's employees.

Chapter 2

1. BIADA's Structure and various positions.



Structure at Cluster Office-BIADA



1. Posts as per BIADA Regulation 2007, (A)

Category.	Designation	No. Of Post	Nature
	Chairman	01	Deputation
	Managing Director	01	Deputation
A	Executive Director	04	Deputation/Contract
A	Secretary (B.A.S)	01	Deputation
A	Executive Engineer (Civil)	01	Deputation/Contract
A	Assistant Engineer (Civil)	02	Deputation/Contract
A	Assistant Engineer (Electrical)	02	Deputation/Contract
A	Development Officer	04	Deputation/Contract
A	Chief Account Officer	01	Deputation/Contract
B	Junior Engineer (Civil)	02	Deputation/Contract
B	Junior Engineer (Electrical)	02	Deputation/Contract
B	Sr. Account Officer	01	Deputation/Contract
B	Assistant Development Officer	04	Deputation/Contract
C	Industrial Extension Officer/Area Manager	17	Deputation/Contract
C	Section Officer	04	Deputation/Contract
C	Assistant	10	Deputation/Contract
C	Data Entry Operator	08	Deputation/Contract
C	Routine Clerk	04	Deputation/Contract
C	Accounts Clerk/Cashier	05	Deputation/Contract
C	Personal Assistant	06	Deputation/Contract
C	Draft Manager	01	Deputation/Contract
C	Amin/Server	01	Deputation/Contract
C	Peon/Night Guard	55	Deputation/Contract
C	Driver	05	Deputation/Contract
C	Tracer Guard	01	Deputation/Contract
	Total	143	

Annexure B

Category.	Designation	No. Of Post	Nature
A	Chief Administrative Officer	01	Deputation/Contract
A	Consultant Technical	01	Deputation/Contract
A	Consultant Project Implementation	01	Deputation/Contract
A	Consultant Finance	01	Deputation/Contract
A	Consultant Media	01	Deputation/Contract
A	Consultant Legal	01	Deputation/Contract
A	Consultant Account	01	Deputation/Contract
A	Assistant Engineer (Civil)	02	Deputation/Contract
B	Junior Engineer (Civil)	02	Deputation/Contract
B	Junior Engineer (Electrical)	02	Deputation/Contract
	Total	13	

Posts as per after Restructuring (B)-Sanctioned by Government vide Letter No.-3517, dt-22.08.2022 & Letter No.-6255, dt-31.10.2023.

Sl. No	Post	Sanctioned Strength
I	II	III
1	Chairman	1
2	Managing Director	1
3	Joint Managing Director	1
4	Executive Director- Industrial Development	2
5	Executive Director- Investment Promotion	1
6	Executive Director- Operations	1
7	Executive Director-Project	1
8	Executive Director-Co-ordination	1
9	Deputy General Manager (DGM)- Technical	2
10	Deputy General Manager (DGM)- Industrial Development	13
11	Deputy General Manager (DGM)- Finance	1
12	Deputy General Manager (DGM)- Legal	1
13	Deputy General Manager (DGM)- Information Technology	1
14	Deputy General Manager (DGM)- Media, Branding & Communication	1
15	Deputy General Manager (DGM)- Admin & HR	1
16	Deputy General Manager (DGM)- Investment Promotion	1
17	Manager- Investment Promotion	9
18	Manager- Industrial Development	11
19	Manager-Finance	1
20	Manager-Legal	2
21	Manager- Technical (Civil)	5
22	Manager- Technical (Electrical)	2
23	Manager- Technical (Environment)	1
24	Area Manager	9
25	Young Professionals	4
26	Young Professionals Legal	5
27	Assistant Area Manager	20
28	Assistant Manager-Legal	3
29	Junior Engineer-Civil	5
30	Junior Engineer-Electrical	2
31	Executive-Legal	14
32	Executives	37

35	Junior Young Professional-Legal	14
36	Sr. Consultant-IP	1
37	Consultant-IP	1
38	Jr. Consultant-IP	1
39	Sr. Consultant-IT	1
40	Consultant-IT	1
41	Jr. Consultant-IT	1
42	Consultant-Finance	1
43	Jr. Consultant-Finance	1
Total		182

Posts as per Adjustment (As per BIADA Regulation, 2007 posts created thereafter) &

Sl. No.	Name of Positions	No of post sanctioned as per Re-structuring (2022)	No. of additional created post
1	DGM- ID	13	0
2	Manager Technical (Civil) against AE	05	04
3	Manager Technical (Elec.) against AE	02	0
4	Manager-Industrial Development against ADO	11	02
5	Manager (Finance) against SAO	01	0
6	Junior Engineer (Civil)	05	05
7	Junior Engineer (Electrical)	02	02
8	Executives (Executives Includes Executives, Legal Executives, IT Executives, Stenographers, In charge Housekeeping, In charge Record Room, etc.)	37	77
Total			90*

*Amin, Draftsman and Regular Employee (Clerk, Routine Clerk, Typist, Peon/Orderly, Night Guard, Sweeper.) already working as per previous recruitment against sanctioned posts were also adjusted vide Industry Department Letter No.- 415, dt-22.1.2024.

**All the above-mentioned posts will be replaced whenever BIADA adopts new structure and or creates posts after due approval.

Office Timing & Holidays

1. Office timing of BIADA Headquarter will be as per Secretariat timing of GoB and field office timing will be as per timing of field office of GoB.
2. The BIADA may observe such holidays as are observed by Secretariat of the Government in Bihar located in Patna.

Honorarium Revision

Honorarium of BIADA employees will be re-assessed after every five years or prior as per need by a three-member committee headed by MD, BIADA, and other members as nominated by Board of Directors, BIADA. After reassessment if required, the honorarium of BIADA employees may be revised accordingly, which must be ratified by Board of Directors, BIADA.

Honorarium

In BIADA Five types/categories of officers/employees have been provisioned: -

1. Regular employees (Dying Cadre) of BIADA.
2. Contractual employees of BIADA.
3. Superannuated/Retired officers/Employees from Government.
4. Officers/ Employees on Deputation from GoB.
5. Third Party Services

1. Regular employees (Dying Cadre) of BIADA are getting their salary as fixed after Seventh Pay Commission revision. After superannuation (Attaining sixty years of age), Regular Employees are getting Earned Leave & Gratuity as adopted by the Authority besides CPF. Their services fall under non-pensionable category. No regular employees will be employed in future (As per Sankalp No.2538-Dated 19.06.2003, Industry Department) & covered vide Industry Department Letter No.-415, dt-22.1.2024.

2. Category 2 Contractual Employees means employees covered by Department of Industries, GoB vide Letter No.-3517, dt-22.08.2022 & Letter No.-6255, dt-31.10.2023. As well as all contractual employees covered vide Industry Department Letter No.-415, dt-22.1.2024.

As per the Administrative Restructuring 2022, the duration of the published/ recruited, and ongoing advertisements is for three years.

A committee consisting of two Executive Directors and the Managing Director of BIADA will evaluate their performance after they have served for three years. The committee may cover such employees under BIADA Office Order No. 578/Estt, Dt.-22.02.2022 if it determines that their performance is satisfactory.

- 3. Category 3, Superannuated/Retired officers/Employees from Government** will be paid as per GoB provisions (presently it is last pay drawn minus pension).

Category 2 Contractual Employees Honorarium will be as mentioned in following table:

Sl. No.	Name of Post	Honorarium (INR)	
1	Executive Director	143444	
2	DGM	Slab1 - with BIADA for ≤ 3 years	104173
		Slab2 – After completion of 3 years in BIADA	124241
3	Manager/Area Manager	Slab1 - with BIADA for ≤ 3 years	70000
		Slab2 – After completion of 3 years in BIADA	83267
4	Consultant (Finance/IP/IT)	Sr. Consultant	124241
		Consultant	104173
		Jr. Consultant	97453
5	JE/ Draftsman	64537	
6	Assistant Manager (Legal)	64537	
7	All Type of Executives (Executives Includes Executives / Legal Executives / IT Executives / Stenographers / In charge Housekeeping / In charge Record Room, etc.) / AAM	Slab1 - with BIADA for ≤ 3 years	46600
		Slab2 – After completion of 3 years in BIADA	63430
8	Amin	40140	
9	YP/YP- Legal	50000	

- A. Employees still working with BIADA under the post DGM & covered vide BIADA Office Order No. 2172/1-660/Estt/BIADA/2022 dated 31.05.2022 will be entitled for Slab2 w.e.f. the inception of HR Manual 2026.
 - B. Employees still working with BIADA and joined before 31st March 2023 will fall under Slab 2 of their respective category, if applicable.
 - C. Any dispute will be decided by Managing Director, BIADA or a 3-member committee headed by MD, BIADA, and decision of MD, BIADA will be final.
 - D. After death of an employee during service period in BIADA, employees who falls under category 1 to category 3 will be eligible for ex-gratia Grant amount of Rs.4 Lakhs to their nearest dependent/keen.
- 4. Category 4 Officers/ Employees on Deputation from GoB will be paid as per GoB provisions.**
- 5. Category 5 Third Party Services will be paid for:**
- A) As per tendered rate (If manpower has been provided by the Agency).
 - B) If manpower has been provided by BELTRON or such GoB Agencies their payment will be made as per their rate decided by their organization.
- 6. All category employees (except category 3, 4, & 5) of BIADA will be covered under EPF scheme as adopted by Authority. For category 3, Superannuated/Retired Officers/Employees from Government, this provision may be applicable if/when EPF rule permits. For category 4, Government employees, GPF/EPF will be covered, whichever is applicable for them. For category 5, outsourced agencies will be responsible for EPF.**

CHAPTER-3

Recruitment and Appointment

1. **Objective** – The objective of this policy is to lay down guidelines and procedures to be followed by BIADA in all Human Resource related issues including recruitment and selection.
2. **Applicability** – This policy applies to all employees working, adding, facilitating at all levels in all locations of the BIADA except otherwise provided. However, BIADA may by the order of competent authority for reason of exigencies and in the interest of organization exclude or include any class/category of employees or posts from application of this policy.
3. **Responsibility** –The implementation of process is the responsibility of HR Section of BIADA.
4. **Definition/Scope** –
 - 4.1 The process of defining a job or vacancy and identifying and hiring the best quality candidates (from within or outside of organization) in a most timely and cost-effective manner.
 - 4.2 Identify the process of selecting the most appropriate candidate from the candidates who have submitted their candidature against a vacancy.
5. **Resource Planning** –
 - 5.1 BIADA will undertake resource planning on an annual basis to decide its recruitment strategy and budget.
 - 5.2 The objective of resource planning to calculate the sanctioned posts, actual vacancies and develop an annual staffing plan, which will form the basis for all recruitment decisions in the organization. It involves looking at the gap between current and targeted manpower (in terms of numbers and skills) to facilitate designing a manpower plan in sync with the strategic imperatives of BIADA.
 - 5.3 Resource planning will provide the sanctioned strength of employees in terms of the following: -
 - 5.3.1 Number of contractual/expert employees required.

- 5.3.2 Number of employees from reserved category, if any.
- 5.3.3 Function/location where manpower is required.
- 5.3.4 Grades for which manpower is required.
- 5.3.5 Technical skills, Critical Behavioural Attributes and competencies required.
- 5.3.6 Time frame within which recruitment needs to take place.

6. Recruitment budget –

- 6.1 BIADA will also develop a recruitment budget based on annual staffing plan/resource planning, undertaken at the beginning of each financial year.
- 6.2 Budget will be decided based on the following parameters: -
 - 6.2.1 Expenses related to notice of all vacancies in local and national daily newspaper (Both English & Hindi newspapers).
 - 6.2.2 Fees to advertising agency.
 - 6.2.3 Fees to external recruitment agency.
 - 6.2.4 Fees charged by external expert of selection and interview panels
 - 6.2.5 Miscellaneous expenses such as stationary, logistic, food/refreshment etc.
- 6.3 The draft staffing plan along with commensurate budget will be approved by the Board of Directors along with annual budget.

7. Guidelines for requisition –

- 7.1 HR Section will be responsible for forwarding request for creation of new posts/filling up of vacant posts with the approval of competent authority.
- 7.2 The competent authority must provide the following information as a part of requisition.
 - 7.2.1 Budget description/budget profile/key areas of work of the incumbent.
 - 7.2.2 Minimum and preferred educational qualification, area of expertise.
 - 7.2.3 Age limit.
 - 7.2.4 Competency

- 7.2.5 Assignment/requirement period (if any).
- 7.2.6 Reporting authority
- 7.2.7 Reason/purpose of recruitment.
- 7.2.8 Any other relevant information justifying the recruitment.

8. **Recruitment** – Recruitment to a post created/vacant in BIADA may be made.

- 8.1 By deputation of an Officer/Employee for a specific period from GoB/GoI.
- 8.2 On contract.
- 8.3 On outsourcing.
 - a. Through BELTRON.
 - b. Through another Agency.

9. **Mode of recruitment** –

- 9.1 By recruiting individuals from open market, through a competent external agency or by BIADA itself.
- 9.2 By selection of personnel on deputation from Government Department and other institutions established by State Government/Government of India or public sector undertakings.
- 9.3 By outsourcing the service to an external agency for specialized support service, for example – security, cleaning etc.
- 9.4 By head hunting through a committee headed by MD, BIADA.
- 9.5 By direct campus recruitment from prestigious institute like I.I.T., I.I.M. & N.L.U. & CIMP through a committee headed/nominated by MD, BIADA.

10. **Creation of posts and appointments** –

- 10.1 Contractual appointment post created will be on contract basis as per guidelines of the BIADA. All appointments on contract would be made for specific period or as determined by the organization. However, competent authority may review the position of human resource in every three years or as and when required and seek sanction of the competent authority either for sustainment or for creation of additional positions if required as per workload or reduce number of posts if not required.

- 10.2 All the posts roster must be cleared from administrative department i.e. Department of Industries before publishing the vacancy as per norms set by Government of Bihar.

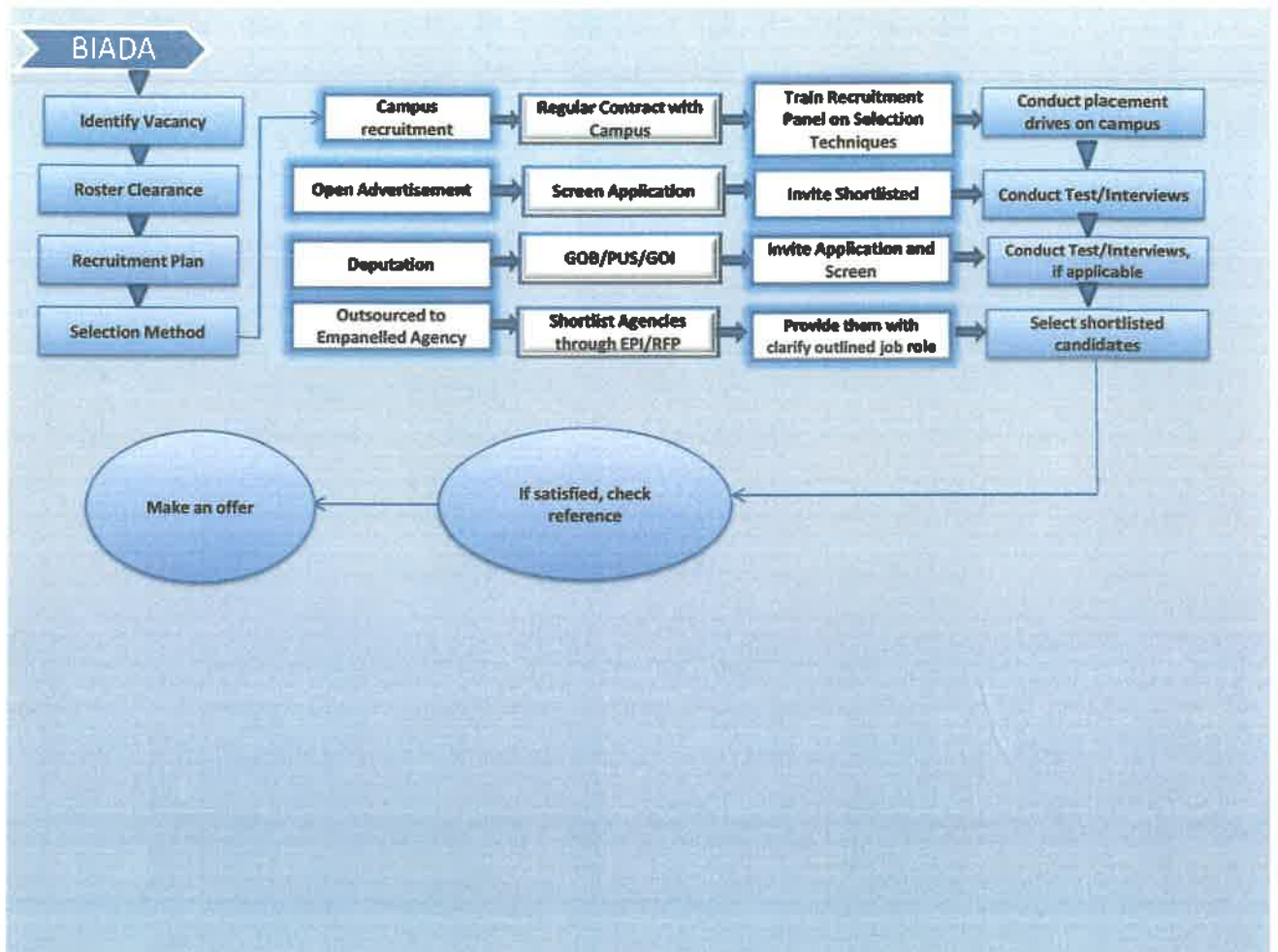
11 Screening Committee & Selection Committee –

- 11.1 A selection committee will be formed for the purpose of recruitment and selection for the posts in BIADA shall comprise: -
- (a) Managing Director
 - (b) Director, Industries
 - (c) In-charge Administration, BIADA
 - (d) Representative of SC/ST from the BIADA or the Department of Industries.
 - (e) In house consultant/consultants of BIADA to be nominated by MD.
- 11.2 For recruitment and selection done by HR Section of BIADA a screening committee will be formed with the approval of Managing Director which consist of –
- 1. HR Section Head (HR Section)
 - 2. Legal Head (Legal Section)
 - 3. Finance Head (Finance Section)
 - 4. As nominated by MD.
- The Screening committee will be headed by an Executive Director nominated by Managing Director, BIADA.
- 11.3 Any addition in the constitution of Selection Committee/Screening Committee will be made by Managing Director, BIADA.
- 11.4 In the event that the resource availability does not match requirements circulated by BIADA, the Managing Director can suitably modify the requirements (years of experience and/or criteria to assist prudent hiring with consultation of the Selection Committee).
- 11.5 Based on the budgets & number of positions and the time exigencies to hire at BIADA there may be more selection panel on any single day. The composition of the said multiple panels will be decided by Managing Director in consultation with selection committee. Each panel must consist of one member of selection committee which will head that panel.

12. **Recruitment Source** – BIADA as deemed necessary under normal or exigent circumstances may choose to hire from any one or a combination of following sources –
- 12.1 Direct advertisement on BIADA website and/or notice in local/national newspaper.
 - 12.2 Through approved agencies earmarked for hiring of specific jobs or outsource to any such agency.
 - 12.3 By recruiting individuals through a competent empanelled external agency and/or job sites.
 - 12.4 By outsourcing the services to an external agency for specific services/function as deemed appropriate by direct campus recruitment from reputed organization such as I.I.T. (or equivalent), I.I.M., N.L.U & CIMP.
 - 12.5 By selection of personnel on deputation/posting from GoB/GoI/PSU/other institutions. Deputation may be adopted as a mode of the recruitment for those vacancies/positions where experience in Government sector is a pre-requisite.
13. **Selection Methodology** –
- 13.1 Eligibility criteria for each position a set of minimum eligibility criteria will be defined based on which candidate will be shortlisted in the selection process. Eligibility criteria will include, but not limited to the following: -
 - a. Minimum essential and preferred educational qualification.
 - b. Minimum years of experience required, if any for each specific jobs.
 - c. Age limit (if any).
 - d. Nature of candidate's experience in job, relevant area and prudent track record of demonstrating in innovative method and ideas that added value to his organization (if any) job requirements, specific prior work experience. BIADA employees will be given preference in selection as decided by the Managing Director/Selection Committee.
 - 13.2 Selection tools –BIADA at its discretion and as deemed necessary, use any one or a combination of selection tools/method in parallel or in sequential manner to select the most appropriate candidate following tools/method (including but not limited to) may be used by BIADA from time to time.
 - 13.2.1 Direct hiring based on merit list created on scores awarded for each parameter prescribed in the recruitment advertisement.

- 13.2.2 Short listing based on details mentioned in CVs along with technical ability, a test for example, shorthand, typing etc. or any other kind of technical test as the job specifications may require.
- 13.2.3 Interview as a technique to evaluate a candidate's personality attributes, behavioural skills, technical expertise, and related job experience. Various types of interviews can be used to evaluate a candidate, for example: -
- a. Behavioural interview is a very powerful interview technique to assess an individual behavioural attributes/competency required for the role.
 - b. Stress interview helps to identify important personality characteristics under pressure situation.
 - c. Depth interview provides a comprehensive feature of the candidate's life history, covering aspects of both his personal and professional life.
- 13.2.4 Tests, commonly used by Empanelled/Selected external recruitment agencies that helps to understand a candidate's fitment within the organization, for example psychometric test—these personal profile tests are designed to undertake how psychologically comfortable an individual is with the kind of work expected to be taken up in BIADA.
- 13.2.5 Group Discussion (GD) to undertake an individual ability to work in groups. This selection method is used especially when the pool of candidates is high and is effective to short listing of candidates specifically during campus recruitment.
- 13.2.6 Extraordinary Provisions-At any point of time as deemed necessary the Managing Director with consultation of selection committee members, can exercise their executive power to modify any provision/process of recruitment/selection panel, methodology of hiring/job specifications etc. or appoint for any duration any individual/body/organization/firm to speed up achievements of BIADA's objectives. This will be duly informed to the Board of Directors in due course.

Process Flow



CHAPTER 4

Joining and Orientation

BIADA balances in providing employee training and development initiative to ensure a work force i.e. innovative, efficient, adapt to change and responsive to the needs of the organisation. In learning environment, focussing on continuous education and relevant skills is necessary for each of us to grow personally and professionally. An employee of BIADA may be required to undergo training programme in-house or within/outside India as Authority deems fit.

Policy purpose–The policy aims to highlight the learning opportunities provided by the BIADA to its employees to enhance their specific job skills, overall professional strength and facilitate personal development.

Scope–Training will include activities/courses/sessions including but not limited to classroom training programme, seminar, conventions, workshop, conference, symposium or any other structured learning/developmental programme, based on organizational needs and/or training needs analysis.

The policy does not apply to conference or meeting of trade unions/professional body/professional bodies organized to promote the interests or affairs of their organizations.

Guidelines: -

- Training, learning and development is the responsibility of both the employee and the organization.
- It is mandatory for all employees to undergo the various capacity building/training modules designed for employees at various levels.
- All the training needs will be identified during the performance management process or through individual needs survey undertaken by HR Section from time to time.
- Training schedule finalized will be circulated to the various sections.
- A copy of the schedule will also be displayed on the BIADA notice board and the website.
- As per schedule, necessary administrative arrangements will be made by HR section to organize the training.

- All training will be evaluated to ensure that the resource allocated, improves the service and competence of employees and to ensure learning is put into practice on completion of the training,
- All employees will submit training feedback to the HR Section.
- Training details will be periodically updated.

Training Needs Analysis

HR Section Needs Analysis –

- HR Section will send each controlling officer a training needs identification form in January (First Week) each year.
- The controlling officer at each level will forward the form to the BIADA employees to fill their self-assessed training needs and preferences.
- Controlling officer will route the filled forms back to the HR Section within 20 days of the receipt of the forms, HR section will collate the training needs of the entire organization from the forms as well as PMS, classify them into categories and create an organizational training summary.
- Based on the organizational summary, the training calendar schedule will be drafted for approval for the new financial year from April each year.

Induction Training Module

These trainings will be conducted for new employee joining into the BIADA system on Appointment/Deputation basis, if any, it will be conducted in a modular form. The design of the modules will be done keeping in mind from the formal processes as well on job components.

The objective of the training module is to familiarize the newly recruited/inducted employees with the organization, introduce them to the vision/mission, policies along with rules and responsibilities and ensure their effective integration into or across the organization for the benefit of both parties.

Benefits of training module: -

- Regular training will assist the organization and employees in many ways.
- Ensure that the employees are abreast with latest developments.

- Increase organization ability to adopt new/innovative technologies, strategies and methods because of sufficiently knowledgeable employees make it easier to identify skill gap and put corrective measures or mechanism in place.
- Directly improve efficiency and productivity of an employee, which in turn includes their motivation towards work.

Training and development help imparting the sense of teamwork, team spirit with overall organizational growth through performance improvements and dissemination of information, ideas and networking.

Training Evaluation

The objective of training evaluation is to measure the value of learning and development activities and impact of training from time to time on employee behaviour and performances. It aims to enhance the value addition of training programme/modules by building of strength and removing the shortcomings, if any.

At BLADA, training evaluation will be done at three levels: -

1. Pre-Training evaluation is aimed at identifying shortcomings in the programme design before the commencement of the programme. For this, the HR Section will review the programme design and content considering the feedback obtained from a sample of participants.
2. Training Feedback - The HR Section will seek participant's feedback at the end of each training programme in the training feedback form for making modifications/improvements in future programme or modules, if required.
3. Impact Assessment- Involves measuring change in behaviour and performance of the employees on account of training undergone. The information will be collected through the Impact Assessment Form on completion of three months of the programme.

Capacity Building and Needs Assessment

1. Organization would endeavour to build the capacity of its employees to promote personal growth as well as improve the quality of work within the organization. A capacity building strategy is being put in place which would ensure that all staff operates at the optimal skill and knowledge level as required by the BIADA. All employees would undergo the induction programme as well as various capacity building programmes designed for its employees at various levels. These would include exposure visits to other similar organizations.

2. Moreover, to focus on the growth of the individuals, BIADA would try and identify the strength and the areas which could further be improved.

Internship

BIADA will provide Internship for certification facility to the Management/Engineering/Law Students from Government Institution duly forwarded. For this BIADA will not provide any stipend but after satisfactory completion of their Internship Period, a Certificate regarding this will be issued by BIADA.

The Internship aspirants can join BIADA for the aforesaid purposes only after getting approval from M.D, BIADA. He/she will limit/allow the number of Interns, so that the working of BIADA remains unaffected.

Contract Policy

1. There will be five types of employees in BIADA:
 - i. Regular Employees (Dying Cadre) of BIADA.
 - ii. Contractual employees of BIADA.
 - iii. Superannuated/Retired officers/Employees from Government.
 - iv. Officers/ Employees on Deputation from GoB.
 - v. Third Party Services
- i) Employees of BIADA (Regular-Dying Cadre) will be governed by the provisions mentioned in BIADA Act/Rules/Regulations/Sankalp No.2538-Dated 19.06.2003, Industry Department .
- ii) Employees on contract of BIADA, mentioned in Category ii will be governed by the provisions of contractual employees as adopted by the authority and by the provisions of this HR Manual. Increment will be calculated based on previous month honorarium or last drawn honorarium. Contractual employee will be Employees recruited through open advertisements against sanctioned post of BIADA.

CHAPTER 5

Location of Posting and Transfer

- 5.1 The Managing Director of BIADA will be the authority for location of posting and transfer across industrial areas/clusters/other places associated with BIADA.
- 5.2 Normally transfer will be followed completion of three years at the same place but it's at the discretion Managing Director, BIADA who can transfer before the prescribed time as per need/requirement or administrative reasons etc. any time.
- 5.3 Transferred employee will get 50% of their basic as allowance/honorarium, as transfer allowance for their shifting or other related purposes.
- 5.4 In case of part time deputation, not exceeding one month will be allowed get 25% of their basic as allowance/honorarium.
- 5.5 Deputation up to 15 days will be liable to be paid TA/DA Allowance as applicable.
- 5.6 After one month deputation, employee's deputation will be treated as transfer and the employees will get transfer allowance as per rule i.e. 50% of their basic as allowance/honorarium.

CHAPTER 6

Increment

- 6.1 The basic principle of increment is to encourage employee's recognition on yearly basis.
- 6.2 BIADA employees (Contractual) will get up to 10% Increment from 1st January of every year (Annual) & increment will be calculated on last drawn honorarium.
- 6.3 BIADA's regular employees will get Increment 3% annually as applicable or as decided by the Authority.
- 6.4 Only those employees will not be given increment whose increment will be held up by administrative means i.e. whose increment will be held up by means of punishment.
- 6.5 The Increment of the aforesaid employees of BIADA will be based on their annual appraisal report.
- 6.6 Under Performing employees should have undergone through special training for their Capacity Building.
- 6.7 Employees under clause 6.6 must be revaluated after their Special Training.
- 6.8 Government Officials (on deputation/posted), Increment will be governed as per GoB/GoI norms.
- 6.9 Employees joined BIADA after 1.1.2026 will be considered for increment on pro-rated basis on 1.1.2027.
- 6.10 Any claim regarding increment will be decided by MD, BIADA or a 3-member committee headed by MD, BIADA, and decision of MD, BIADA will be final.

CHAPTER 7

Performance Management System

Major Performance -

7.1 What would be assessed?

Broad based objectives of the organization. There may be number of activities which would be performed to achieve these broad objectives.

The performance management system would focus on monitoring the performance of organization on broad objectives which would be basis of defining the key result/goal areas for the employee. To deliver these, efficient business processes must be defined and implemented. The performance management system would also monitor how will the business processes are conducted.

7.2 How will performance be assessed?

The performance assessment would be done mainly through two sources: -

- a) Through assessment of quality by collecting data directly from the clusters. This would entail field visits.
- b) By collecting secondary data from the MIS reports. As far as possible, all the quantitative data related to performance activities would be collected directly from the monitoring and evaluation system of the organization.

7.3 Who will assess?

Managing Director, BIADA/ A committee headed by MD, BIADA/as delegated, will assess the performance.

7.4 Can employees having poor performance reported will be revaluated?

Employees reported poor performance by reporting officer must be revaluated by the Committee nominated by MD, BIADA.

CHAPTER 8

Rewards

- 8.1 Reward policy is aimed to recognize the work of officers/employees.
- 8.2 Each level of employees (maximum 20% of their working strength) will get reward as maximum Rs.5,000/- per month for their best work in their category for a calendar year.
- 8.3 For neutrality of this category a five-member committee will be constituted by Managing Director, BIADA who will measure the employee exceptional work as per parameter fixed by Managing Director. Their duties are to work through the prescribed parameter in a transparent manner.
- 8.4 The recommendation of the committee will be the guiding principle to choose the officers/employees in their respective category.
- 8.5 In all categories, maximum number of officers/employees will not exceed 10 in number in one calendar year. The nomination will be recommended by MD, BIADA & subsequently approved by the Board of Directors.

CHAPTER 9

Vehicle Facilities

- An earmarked vehicle will be made available for the Managing Director, BIADA.
- All EDs and/above officers are entitled for vehicle facilities in BIADA.
- All Cluster Offices will be provided with a vehicle separately which will be under the control of concerned DGM.
- All Section of BIADA will be provided a vehicle separately which will be under the control of concerned DGM subject to approval of Managing Director, BIADA.
- Two or more vehicles will be provided for official purposes subject to approval of Managing Director, BIADA.
- Besides the above-mentioned category MD, BIADA may allow vehicle/vehicles to any Section/Cell/Consultants, etc. as per requirement.

CHAPTER 10

Travel Allowances and Daily Allowances.

The following travel allowance is admissible to the officers/employees of BIADA

1. Travelling admissibility

(A) Flight/Rail-

Classification of employees	Admissibility
Executive Director or his superiors	A.C. 1 st Class/Flight
D.G.M., Consultant & Managerial level officers	A.C. 2 nd Class
Executive and other employees	A.C. 3 rd Class/AC Chair

*For officers on deputation, entitlement will be as per their admissibility in GoB.

In special circumstances, employees of any category/class may travel by flight/aeroplane with the permission of Managing Director, BIADA.

(B) Road-

Classification of employees	Admissibility
Executive Director or his superiors	A.C- Bus/ Taxi/Car
D.G.M., Consultant & Managerial level officers	A.C- Bus/ Taxi/Car
Executive and other employees	Bus/Auto

Note-

- (i) Travelling in other cities (within or outside State), local conveyance will be done by Taxi/Auto only, for which reimbursement would be done based on actual fare, money receipt.
- (ii) In special circumstances, travelling for BIADA's work can be done by private vehicle with the prior permission of the controlling officer. Travelling for BIADA's work by private vehicle will be allowed only to those officers/employees who have admissibility of travelling by Taxi and with whom no BIADA's vehicle is attached.

2. Daily Allowance (including stay and lodging)

Classification of employees	Category - X (Metro)		Category - Y (Patna)		Category - Z (Other)	
	Hotel	General	Hotel	General	Hotel	General
Executive Director or his Superiors	7500/-	1200/-	5000/-	800/-	4000/-	600/-
D.G.M., Consultant & Managerial level officers	4500/-	1000/-	3500/-	750/-	2500/-	500/-
Regional Manager & Executive	2800/-	800/-	1500/-	600/-	1000/-	400/-

*Approval from the Managing Director is required if suitable lodging facilities are unavailable within the specified financial limit, or if any officer/employee exceeds their aforesaid eligible financial limits.

**BIADA may reimburse TA/Lodging expenses for consultants engaged directly or indirectly for BIADA, subject to the approval of the Managing Director, BIADA.

CHAPTER 11

Leave

11.1.1 General

- a) Leave is to be regarded as a privilege and not as a right. It is allowed both in the interest of the employee and that of the organization. The employee cannot claim leave as an unqualified right.
- b) All leave is granted subject to exigency of services and leave already granted can be curtailed or cancelled at any time by the authority granting the leave. However, this condition will apply to an employee on casual and vacation leave only.
- c) Any leave not covered under these rules shall be referred to the Board of Directors of BIADA, for consideration through the MD.
- d) An employee when on leave shall not take up any paid services/employment elsewhere unless approved by the MD.

11.1.2 Leave Entitlement

- a) All employee excluding casual and daily paid, shall be entitled to following number of days leave with pay for a calendar year, subject to the provisions under each category of leave. These leaves are over and above the holidays declared as per the Government of Bihar.

In calculating Casual Leave, government declared holidays and Sundays should be excluded.

- b) Altogether an employee of BIADA will be entitled to 28/32 days of leave in one calendar year of service. These leaves will be credited to individual leave account in each calendar year. Any employee joining in between the calendar year will be entitled to leave on a pro rata basis.

11.1.3 Casual Leave

- a) Office timing of BIADA Head Quarter will be as per Secretariat timing of GoB and field office timing will be as per timing of field office timing of GoB. BIADA employees working at BIADA (HQ) for five working days will be entitled for 12 days of Casual Leave (C.L) and BIADA employees

working at cluster and all field offices working for six days will be entitled for 16 days of Casual Leave.

- b) Casual leave lapses at the end of each calendar year, if not availed and cannot be carried forward or used for encashment.

11.1.4 Absence without Leave

An employee shall not absent herself/himself from duty, without prior approval except under medical emergencies. Even in such cases recorded intimation about absence shall be sent at the earliest.

If an employee is absent without intimation to his superior officer for more than five days and s/he does not report for duties, then it shall be deemed to have vacated his/her post. In extreme cases, the MD could decide whether the staff should be allowed to join back.

11.1.5 Leave without pay

- a) Normally, leave without pay will not be granted if leave with pay is due to a staff. Under normal circumstances, leave without pay shall not be granted for more than 30 days on one occasion.
- b) MD at her/his discretion may sanction such leave of more than 30 days in event of any emergency. During the period of leave, the employee is not entitled to any kinds of salary or allowances.

11.1.6 Earn Leave

BIADA employees (Contractual) are entitled for 16 days earned leave in a year which will start from 2nd year of their engagement. Maximum number of earn leave reserve will be of 60 days. Whereas regular employees will be guided by the norms as per the decision of the Authority.

11.1.7 Leave Encashment

- a) No unutilized earned leave can be encashed while the employee is working with the BIADA. Encashment of leave will be allowed on when the employee is separated from the services of BIADA after completing at least five years of service.
- b) Any employee leaving BIADA is entitled to full encashment of Earned Leave only subject to maximum limit of 60 days prescribed under

conditions. For encashment of leave, amount payable will be calculated on the last pay/honorarium drawn.

- c) a & b will be applicable for contractual employee whereas regular employees will be guided by the norms as per the decision of the Authority.

11.1.8 Maternity Leave

- a) All regular/contractual female employees are eligible to avail Maternity Leave upon production of a medical certificate.
- b) The period of leave granted may extend up to 26 weeks i.e. 6 months, after its date of commencement of six weeks subsequent to the date of confinement, whichever is earlier.
- c) The leave would be considered as leave with pay.
- d) This leave is applicable even in case of miscarriage, including abortion-supported by a medical certificate to that regard.
- e) Maternity leave may be combined with any other leave.
- f) Maternity leave shall not be debited against the leave account.
- g) Such leaves will be limited to two occasions subjected to the maximum number of 2 living children. Prior written approval must be taken from the MD before availing maternity leave, submitting Medical Certificates.

11.1.9 Special Leave to women

All women employee is eligible to avail two days of special leave every month because of biological reason. This is in addition to all other eligible leaves.

11.1.10 Paternity Leave

- a) Regular/contractual Male employee may be granted Paternity Leave on production of medical certificate of spouse.
- b) Paternity leave shall be granted to a maximum of 15 days from its date of commencement. Period of leave must be 15 days before the delivery or 6 months after the date of delivery.

- c) Such leaves will be limited to two occasions subjected to the maximum number of 2 living children (Self declaration is Prerequisite). Prior written approval must be taken from the MD before availing Paternity Leave.

11.1.11 Conditions of Admissibility of Leave

- a) Leave shall be granted for all working days involved. Any Sunday/Holiday which may fall during the leave period (except in case of EL) may not be counted as leave.
- b) An application for leave must normally reach the office of the authority granting leave at least three working days before the date from which the leave is to be commenced. However, when an employee is unable to report for work due to illness or due to un-foreseen urgent circumstances, s/he may convey a message over the telephone or any other means to his/her supervisor and receiver of such message should record it in a register maintained for such calls. Once the employee returns to work, s/he should submit a leave form to cover her/his absence. In such cases, leave applications should be submitted and approved within two days of joining.
- c) The EL cannot be availed in anticipation of approval by the competent authority. The employee will avail EL only if it is approved on or before the date of leave. Any special consideration related to EL will only be sanctioned by MD.
- d) Leave will not be normally granted for more than 15 days (excluding non-working days) in one spell. MD at her/his discretion may sanction leave of more than 15 days in event of any emergency.
- e) Merger of two different types of leaves will not be permissible except in case of maternity leave or by approval of MD.
- f) Casual Leave (CL) may be approved by the MD or as delegated.
- g) Casual Leave may be taken in terms of half day, for either the first or second half beginning with the commencement of lunch interval.
- h) Earned Leave (EL) will be taken for a minimum of three days. Only upon exhaustion of CL, EL can be taken for less than 3 days. A written application should be submitted at least seven days before the date from which leave is requested.

- i) Extension of leave already granted shall not normally be allowed. MD at her/his discretion may grant extension in event of any emergency.
- j) In case of non-compliance to any of the above norms, the MD shall have the full authority to treat the whole period of leave as leave without pay.

During leave, the salary of the staff shall be disbursed as per norms during normal period of work. Only Earned Leaves (EL) not availed will be carried forward to the next calendar year subject to a maximum of 16 days. For employee joining in the middle of a financial year, number of leaves carried forward will be calculated on a pro-rata basis. The maximum limit for accumulated of leave shall not exceed 60 days.

CHAPTER 12

Gratuity

Gratuity to the employees (Regular & Contractual Both) of BIADA will be applicable as per following procedures: -

- I. The eligible Employees of BIADA (Regular -Dying Cadre & Contractual Both) will be entitled to the payment of Gratuity on the cessation/superannuation of their services.
- II. Calculation of Gratuity of Regular employees (Dying Cadre) of BIADA will be based on existing provisions as adopted by BIADA.
- III. To be eligible for Gratuity, the date of cessation of the Contractual Employees should be on or after 1.04.2026.
- IV. Contractual employees must have completed five years of uninterrupted services in BIADA.
- V. Gratuity amount will be calculated fifteen days per year, i.e. (Last drawn honorarium/26 days x 15 Days x No. Of Years) after completion of their services as per section-IV.
- VI. Any contractual employee on cessation/retirement from services of BIADA before 01.04.2026 will not be eligible for Gratuity under any circumstances.
- VII. No terminated employee will be eligible for Gratuity.

CHAPTER 13

ESIC & Medical Insurance

- I. All BIADA employees will be covered from ESIC as per norms from 01.04.2026 in terms of provisions of ESIC Act.
- II. Apart from ESIC all BIADA employees and their dependants (including spouse, 2 children & dependant parents) will be covered under Medical Insurance (Group) scheme up to Five Lakhs.
- III. All BIADA employees who are covered or not covered under ESIC, will be entitled for Group Medical Insurance up to Rs. Five Lakh.

(A) For Group Medical Insurance up to Five Lakhs Insurance Company will be invited to put up their rates. Insurance Companies having directly association with Government Banks will be preferred.

(B) For the above-mentioned purposes L1 will be preferred with a rider of 5% amount relaxation to the Insurance Companies having directly association with Public Sector Banks (PSBs) in India.
- IV. The benefits covered under the above-mentioned clauses will not be applicable from retrospective effect under any circumstances i.e. Employees claim regarding above mentioned benefits will not be considered for any claim before the applicable date.

CHAPTER 14

Communication

14.1 Disclosure of Information

An employee of the BIADA shall not, except in the proper course of his duties, whether of a general nature or special nature, divulge to any unauthorized person or body any information to administration, programme of work, experiment or any other information concerned to BIADA.

No employee of BIADA shall be in possession of any minute or document circulated within BIADA for any purpose other than those conveyed to him/her information, compliance or action.

An employee is prohibited from making use of any unpublished or confidential information made known to him in the normal course of his work within the BIADA for any purpose other than his normal duties.

An employee shall obtain prior approval of MD in writing for any publication of any book or article or any other work, subject matter of which is connected to the official functions of the BIADA.

An employee shall not release any information to media and/ or be involved in any interview with media without explicit approval of the MD of the BIADA.

14.2 Relationship with outside organizations

An employee shall not engage in any outside occupation which is likely to affect the proper discharge of duties as an employee of the BIADA.

No employee may be actively associated with the management of or hold a financial interest in any business concern, if it were possible for him to benefit from such association or financial interest by reason of his employment in the BIADA.

An employee shall not accept any favour or a gift for any services rendered by him on behalf of the BIADA without explicit approval of the MD.

14.3 Channel of Communication

Reports of any submissions to the senior management or to outside parties for official business should be made through the immediate senior officer unless explicit approval has been obtained from the MD to deviate from the normal channel.

Correspondence must follow the norms and standards as laid down.

I. Letters

- All letters received must be marked when received with a date and time stamp by the reception.
- Official letters/communication from BIADA may be done by the MD or the nominated officers only. If any other member of employee needs to issue a letter, the relevant officer should initial this communication on the office copy, before it is sent out. A minimum of one copy needs to be kept in the Office File. As far as possible standard paper, fonts, colour etc. should be used for all external communication.
- Signatory-All letter must be approved/signed by the relevant Authorized personnel.

II. E-mail

- All e-mails should be acknowledged within the course of the business day, if received within normal business hours. If e-mails are received after working hours, this is deemed to have been received the next working day.
- Employees are requested to use the Auto reply function when out of the office for a length of time that would prevent adherence to the policy (i.e. training days, leave etc.) Alternatively, employee should allow access to their inboxes to other employee for review and supervision.
- All-important e-mails (e.g. those which announce change in rules/policies, grant/seek approval or authorized action in anyway), should be printed a filed.
- Signature must be added in the format as given in standard e-mail signatory.
- All e-mails must include the standard disclaimer notice.
- All e-mails must be cc to the MD Office/concerned Executives Directors.

CHAPTER 15

Disciplinary Control System

Disciplinary action is warranted only in situation where in an employee commits any act of misconduct. The objective of a disciplinary action is to inform the employee the type of behaviour desired. It is also expected to act as a deterrent for others.

All lapses, act of misconduct, fraud, neglect of duty, indiscipline, discourtesy, insubordination, general inefficiency and contravention of any official instructions or directions already issued or that may be issued from time to time can therefore be dealt with disciplinary action.

Misconduct is an act which is inconsistent with the fulfilment of expressed or implied conditions of service. It has a material bearing on the smooth and efficient working of the BIADA or which is otherwise considered a criminal act by the law of the country.

An act of misconduct can be broadly classified as follows.

- a) Minor acts of misconduct- act of misconduct which are not of a serious nature.
- b) Major acts of misconduct-acts of misconduct which are of a serious nature

As the personnel who has been employed on Foreign Service terms & conditions will, if found prima facia in the acts of misconduct will be show caused. In case of less serious misconduct, details of misconduct with the details of evidence would be sent to his/her parent department.

Conduct/Discipline

Every officer or employee shall conform to and abide by the provisions of the manual and shall observe, comply with and obey all orders and directions which may, from time to time be given to him by any person under whose jurisdiction or control they may, for the time being, is placed.

A. Conduct.

1. Every employee shall always maintain absolute integrity and devotion to duty.
2. Every employee shall abide by to comply with the Act, Rules and Regulations of the BIADA and all orders and directions of the superior authorities.
3. Every employee shall extend utmost courtesy and attention to all persons with whom they must deal while performing duties.
4. Every employee shall endeavour to promote the interest of BIADA and shall not act in any manner prejudicial thereto.
5. Every employee is expected to wear clean and formal clothes in office. No T-shirt, jeans, shorts, half pants, sleepers etc. are allowed in office.
6. No employee of the BIADA shall take part in any unlawful activity or activities of a political or a communal party.

7. Every employee shall report to the BIADA any transaction involving acquisition of movable or immovable property exceeding Rs. 100000 in value.
8. I) No employee shall enter or contract a marriage with a person having a spouse living; and
II) No employee having a spouse living shall enter into or contract a marriage with any person without legal validity.
9. The employee shall not accept full-time employment or engagement in any other work, business, occupation or purpose and study course without the prior approval of the BIADA.
10. Any manufacturing and consulting firm, with which the employee might be associated, will not be eligible to participate in bidding for any goods or services or associated with BIADA.
11. All knowledge and information not within the public domain which may be acquired during the work/assignments in BIADA, shall be, for all time and for all purpose, regarded as strictly confidential, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of BIADA. This however would not prevent BIADA from disclosing information as required under the right to information Act-2005.

B) Obligatory to maintain: -

1. Obligation to maintain secrecy

Every employee including advisers/consultants/experts/service providers who has been engaged shall maintain secrecy regarding the affairs of the BIADA and shall not divulge, directly or indirectly any information of a confidential nature unless compelled to do so by any judicial or other authority, or unless instructed to do so in writing by a superior officer in the discharge of his duties.

2. Employees to promote BIADA interest.

Every officer or employee shall serve the BIADA honestly and faithfully, using utmost endeavours to promote the interests of the BIADA and shall show courtesy and attention in all transactions and dealings between the BIADA and any other body or authority.

3. Prohibition against participation in politics and standing for election. -

No officer or employee shall take active part in politics or in any political demonstration or stand for election as member of a Municipal Council, District Board or any other Local or Legislative Body or any institution which may be developed so by BIADA.

4. **Employee not to seek outside employment. -**
No officer or employee shall accept, solicit, or seek any outside employment either part-time or full time whether stipendiary or honorary, without the previous sanction of the Competent Authority.
5. **Acceptance of gifts. -**
An officer or employee shall not solicit, accept, or permit any member of his family to accept any gift which can affect directly or indirectly interest of any nature of person/group of persons/bodies, directly or indirectly constituent of the BIADA.
6. **Private trading. -**
No officer or employee shall engage any commercial business or pursue it either on his own account or as agent for others, nor act as an agent for an insurance company nor shall be connected the formation or management of a joint stock company.
7. **Movable, immovable and valuable properly. -**
 - (1) No officer or employee shall, except with the written information to BIADA, acquire or dispose of any immovable property either in his own name or in the name of any member of his family.
 - (2) No officer or employee shall, except with the prior information to the Authority, involved into any transaction concerning any immovable or movable property with a person or associate having official dealings with the BIADA.
 - (3) Every officer or employee shall report to the organisation every transaction concerning movable property owned or held by him in his own name or in the name of a member of his family, if the value of such property exceeds ten lakh rupees.

Misconduct: -

Misconduct is an act which is inconsistent with the fulfilment of expressed or implied conditions of service. It has a material bearing on the smooth and efficient working of the BIADA or which is otherwise considered a criminal act by the law of the country.

An act of misconduct can be broadly classified as follows: -

Classification of misconduct

- (A) **Acts of misconduct not considered grave**
 1. Lack of Punctuality
 2. Leaving workplaces while on duty, without permission

3. Unauthorized use of BIADA vehicles
4. Overstaying leave
5. Typing error (unintentional)
6. Insubordination to superior officer of the BIADA.
7. Delay in production of files.
8. Improper dressing in office.
9. Unintentional misleading proposal.
- (B) Acts of grave misconduct**
 1. Misappropriation of the funds of the BIADA, dishonesty and fraud
 2. Theft of property belonging to the BIADA
 3. Negligence resulting in serious loss to the BIADA
 4. Proved discourtesy to communities.
 5. Being under the influence of liquor in office.
 6. Insubordination to superior officer of the BIADA, leading to major embarrassment of BIADA
 7. Conviction of court or by other statutory body.
 8. Sabotage or wilful damage to property of the BIADA.
 9. Taking or giving of bribes.
 10. Riotous or disorderly behaviour.
 11. Damage of property belonging to the BIADA.
 12. Proved abuse of authority.
 13. Committing of any criminal offence in office.
 14. Committing any heinous crime.
 15. Publication of any information without approval of competent authority
 16. Misuse of authority, power or position for personal gain.
 17. Submission of false or forged certificates/documents.
 18. Intentional wrongful/misleading proposal/delaying, leading to financial loss to BIADA.

The classifications made above are illustrative and not exhaustive. Further addition may be done by MD as and when required.

Disciplinary Action: -

Need for a disciplinary procedure

Disciplinary rules and procedures help to promote orderly employer - employee relations as well as fairness and consistency in the treatment of individuals. Disciplinary procedures are also a legal requirement in certain circumstances. Employees are explained what behaviour employers expect from them. If an employee breaks specific rules, this action is termed as "misconduct". Employers use disciplinary procedures and actions to deal with situations where employees allegedly break/flout rules.

Disciplinary procedures may also be used where employees don't meet their employer's expectations in performing their job. These cases, may be termed as unsatisfactory performance (or incapability), may require different from misconduct, and disciplinary procedures should allow for this.

Disciplinary procedure will: -

- Encourage employees to achieve and maintain standards of behaviour
- Provide a fair and consistent method of dealing with alleged failures against defined rules of conduct
- Remind managers and supervisors how disciplinary matters should be handled
- Minimise disagreements about disciplinary matters
- Reduce the need for dismissals

Characteristics of a Disciplinary Procedure

While the procedure could be tailored to an organisation's need, but it should:

- Be in writing
- Not discriminate on grounds of race, sex or disability, religion or belief, caste or creed
- Specify to whom it applies
- Deal with matters quickly
- Give employees the right to be accompanied
- Give employees the right to put their side of the case
- Specify who has the authority to take disciplinary actions
- Ensure that action is not taken without careful investigations
- Provide a right to appeal

Acts of Misconduct

"Misconduct" means improper conduct or wrongful behaviour. However, while dealing with employees in an organisation, the term 'misconduct' must be seen with reference to the rules and regulations applicable to the various categories of employees working in the organisation.

Report of Misconduct

Complaint is the starting point of any disciplinary action. For initiating disciplinary action, the management should invariably get a specific written complaint. Complaint is clear, sequential narration of the facts of incidence of indiscipline by the complainant.

Since any disciplinary action may have consequences for the said employee, it is essential that every complaint should bear in mind the following:

- Reproduce in writing whatever has happened immediately and not rely on memory
- Submit the complaint in the shape of report of misconduct without any delay of supervisors
- Avoid dictating the complaint to somebody else
- Submit the complaint in writing. It could be typed/handwritten or sent by an email
- Narrate the facts rather than adding impressions or guesses
- Take written statements of all whoever has any facts relating to the complaint or witnessed the incident

The Report of misconduct should invariably give the following details:

- Full name of the person who committed the act of misconduct
- Designation/Section/Official Status
- Organisation
- Date and time of incident
- Place of occurrence
- Details of misconduct
- Name of witnesses, if any
- Recorded statements, if any

Steps of Disciplinary Proceedings: -

Preliminary Enquiry

As soon as a complaint is received, a prima-facie fact finding should be done by the Officer who has received the complaint and thereafter a formal charge-sheet may be issued to the concerned employee.

Principles of Natural Justice

The procedure for taking disciplinary action against any delinquent employee must be based on principles of "Natural justice" - that are in conformity with the principles of a Welfare State.

To hold an enquiry in conformity with the principles of natural justice, the following conditions are to be met:

- The employee proceeded against has been informed clearly of the charges levelled against him/her.
- The witnesses are examined ordinarily in the presence of the employee in respect of the charges
- The employee is given a fair opportunity to cross-examine the witnesses
- The employee is given a fair opportunity to examine his/her own witnesses, including himself in his defence if he so wishes
- The enquiry officer records his finding with reasons for the same in his report.
- Upon receiving the complaint first show-cause may be issued if the complaint found prima-facie maintainable.
- After receiving the employee's reply of the first show-cause if the Authority is not satisfied with the reply, then the formal charge-sheet will be issued as second show-cause to the concerned employee of BIADA, concerned employee will file his reply before the Enquiry Officer (as nominated by the MD, BIADA).
- If the Enquiry Officer found the charges levelled against the delinquent employee to be true and employee's reply is not found satisfactory, then the Enquiry Officer will give his finding to the MD, BIADA.
- MD, BIADA will give another chance of hearing (in case of grave misconduct charges) as last opportunity to the delinquent employee following the principles of natural justice.

Charge Sheet

Checklist for preparation of Charge-Sheet

- Date of Charge-sheet
- Correct Name, Designation, Department and Employee No. of concerned employees
- Specify date of incident
- Description of incident
- Reproduce the language in verbatim if there are words of abuses, defamation or threat

Guidelines for preparing Charge-sheet

- The Charge-sheet should be specific and must spell out all the relevant particulars of the misconduct

- As far as possible, it should be precisely mentioned in the Charge-sheet the rule or clause under which the charges constitute acts of misconduct to enable the employee to determine applicability of rules in this context
- The Charge-sheet must be signed by the competent authority
- If the charge is of abusing or threatening in nature, write the exact words used, in the Charge-sheet and to find out for evidence to substantiate.
- Avoid using abbreviations such as "etc." and phrases such as "such other things".
- If the previous record of the employee is referred to, then sufficient particulars of the previous record should be given in the Charge-sheet

Time period to reply to Charge-sheet

A reasonable period should be given to the employee to submit his reply to the charge-sheet but not less than 72 hours/one week depending upon the severity of charges.

Service of Charge-sheet

Serving the Charge-sheet on the delinquent employee plays a very important role in disciplinary proceedings. Hence, all efforts should be made by the employer to see that the Charge-sheet is served on the delinquent employee (via email/physical/by post).

- The Charge-sheet may be delivered by hand to the employee, and his signature or thumb impression may be obtained on the office copy.
- If the employee either refuses to accept or give acknowledgement of the Charge-sheet or is not present in the Organisation due to suspension or any other reason, the Charge-sheet should be sent to his last known and recorded address (both local as well as permanent) by email/Registered Post/Speed Post/Courier with acknowledgement due.
- In case of absence or refusal of the employee to take the Charge-sheet or refusal to give acknowledgement of its receipt, a copy of the same should also be displayed on Notice Board. If all efforts to serve the Charge-sheet on the employee fail, the Charge-sheet may be published on BIADA Notice Board/in some local newspaper with a wide circulation.

Penalties and their imposition by the Authority

The penalty proposed should normally be commensurate with the gravity of the 'misconduct' by the Authority.

Warning

Warning will be in writing. When it is in writing, it forms a part of one's record of service and reflects on the conduct and efficiency of the employee. It can also be used in awarding severe punishment in future, in case of habitual repetition of the same offence.

Issue of warning does not affect wages of the employee, nor does it have any bearing on the status or future increment of the employee. It merely amounts to a displeasure by the management that such an act of the employee is not looked in with favour by the management and is just to inspire awe in the mind of the employee to be a bit more vigilant, careful and responsible and make it clear to him that if he persists in that action it is likely to bring him into trouble.

Fine

It may be defined as sum of money fixed as penalty for an act of misconduct. It is a deduction made from the salary of an employee as a measure of punishment.

Forced Leave

Forced leave may be ordered as a punishment (as a penalty) or can be inflicted on an employee after the completion of the formalities of the disciplinary proceedings for this period there will be no salary/honorarium paid.

Removal and Dismissal

In ordinary parlance both these words mean the termination of an employee's service. However, there is a slight distinction between the two in the sense that the removal from service does not disqualify an employee from re-employment in the organisation whereas dismissal from service does disqualify him from such re-employment; and thus, dismissal is the severest of all the penalties. Removal or dismissal is due to gross misconduct on the part of an employee and is restored to generally for such:

- Conduct on the part of the employee as may be deemed to be inconsistent or incompatible for discharge of his duties; and
- immorality on his part as may bring the employer in disrepute

No order of removal or dismissal from service shall be made by an authority lower than the appointing authority of the employee concerned, notwithstanding the fact that the appointing authority might have subsequently delegated the power of appointment of employees of the category/rank to which the employee belongs to such lower authority.

Appeals and Review

Review -

Delinquent employee may file review before MD, BIADA, if punishment is given by any other Officer (authorised by Board, with the approval of the Government), below the rank of Managing Director, BIADA.

Appeals -

Appellate Authorities

An appeal shall lie from any original orders made -

- By any Officer in the Head Quarter to the MD.
- By the MD to the Chairman

Period for Appeals

No appeal shall be entertained unless it is submitted within a period of 15 days from the date on which the orders appealed against is communicated to the person concerned. Provided that the appellate authority may entertain the appeal preferred after the expiry of the said period if it is satisfied that the appellant had sufficient cause for not submitting the appeal in time, provided it is preferred within a further period of 1 month from the date of expiry of period of limitation.

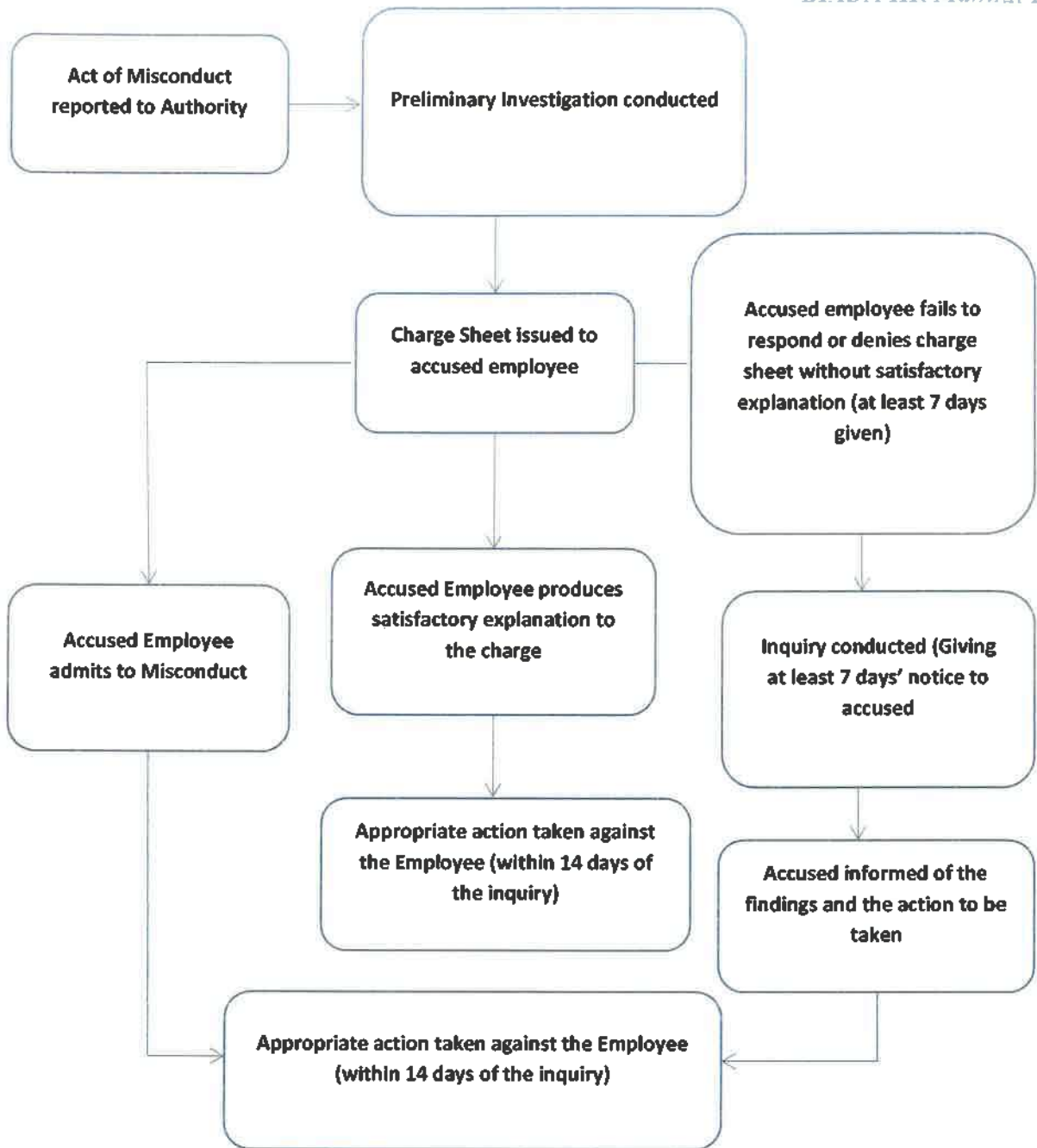
Submission of Appeals

- a) Every person submitting an appeal shall do so separately and in his own name.
- b) The appeal shall be addressed to the appellate authority, shall contain all material statements and arguments on which the appellant relies, shall not contain any disrespectful or improper language and shall be complete.
- c) Every appeal shall be submitted to the Executive Director who shall, unless he is himself the appellate authority, transmit it to the appellate authority.

Consideration of Appeal

The appellate authority shall consider every appeal in such manner as it deems fit and pass such order as it deems proper in the circumstances of the case.

Provided that no order shall be passed unless the appellant is given a reasonable opportunity of making any representation which he may wish to make against such order.



* Relaxation of the time in the above flow chart must be approved by the MD, BIADA.

CHAPTER 16

Grievance Redressal Mechanism

BIADA recognizes the grievances are incidental to the work environment and that they need to be positively addressed and resolved. A Grievance Redressal Mechanism has been formulated towards providing a channel to staff across all levels for expressing grievance and seeking quick redressal.

The Grievance Redressal Mechanism has the following percepts:

- That every grievance needs to be heard and resolved
- That redressal delayed implied redressal denied
- That the mechanism is not an alternative for the normal official channels but an additional channel for employees to redress their grievances when the official channel fails to provide quick and satisfactory response.

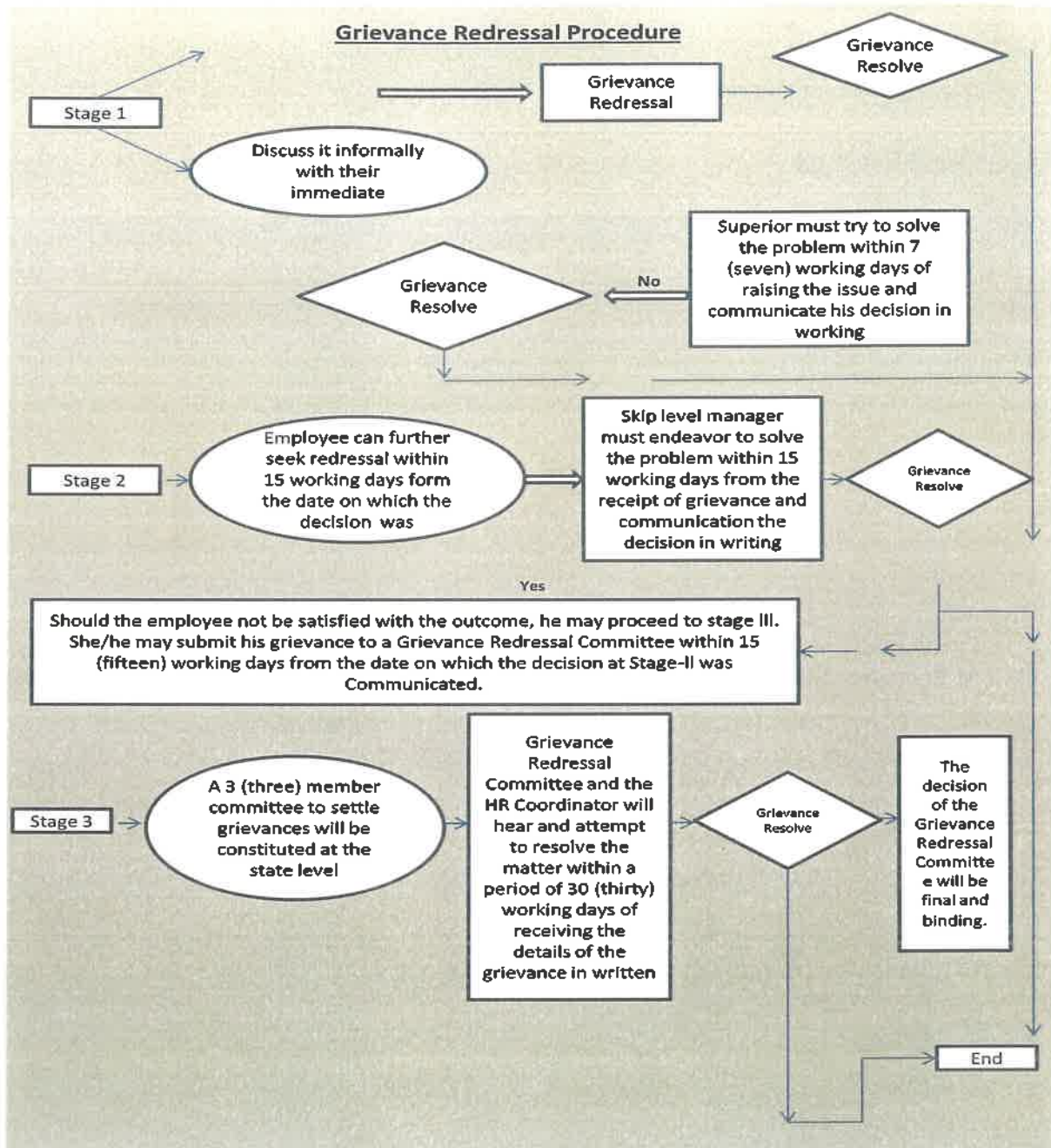
Definition of Grievance

If it is a cause or source of grief or hardship or burden or distress in context of the work environment, the same may be of various types such as:

1. Those related to terms of service and benefits and their interpretations. Example under this category would be issues related to leave, working beyond normal hours, workload etc.
2. Those related to the work environment. Examples under this category would be issues related to cleanliness of premises, space for functioning, furniture etc.
3. Those relating to interpersonal relationships, discipline and conduct of colleagues
4. Those related to Sexual Harassment
5. Others do not fall under the above-mentioned categories.

MD, BIADA will constitute/nominate a nodal person and at least three members committee for Grievance Redressal. The Committee, when approached by any complainant/grievance, the Committee will maintain it in Grievance Lodging Register which will be kept with Nodal Officer. An acknowledgement of lodged grievance would be issued in writing or through email after receiving receipt. There should be a separate Minutes Book for the Committee where all proceedings of the meetings among members would be recorded. In case of immediate attention, she/he could be contacted over phone but with written confirmation. Grievance Redressal Cell will dispose of the complaints/grievances within stipulated time.

Flow Chart



* Relaxation of the time in the above flow chart must be approved by the MD, BIADA.

CHAPTER 17

Anti Sexual Harassment

1. Policy Statement

Bihar Industrial Area Development Authority (BIADA) values the dignity of all employees working in BIADA and aims to nurture a safe working environment. Hence, BIADA prohibits any act of sexual harassment against or by any employee.

This policy intends to disallow such occurrences and details procedures to follow for the resolution, settlement or prosecution of acts of sexual harassment.

2. Applicability

This policy applies to all employees working, aiding, facilitating at all levels in all locations of the BIADA such as employees on Contract, Regular, and employees on Third Party Payroll, except otherwise provided.

The policy also extends to those who are not employees of BIADA, such as vendors, visitors etc., but are subjected to sexual harassment at BIADA workplace at all the locations. Other locations (like guesthouses, hotels, home) by or to BIADA employees.

3. Responsibility

HR Section is responsible for implementation of this policy and successful prevention of sexual harassment at BIADA workplace at all the location, other locations (like guesthouse, hotels, home) by or to BIADA employees.

4. Definition

4.1 "Sexual harassment" includes any unwelcome sexually determined behavior (direct or implied) such as

- Physical contact and advances
- unwelcome communications or invitations
- Demand or request for sexual favors
- Direct or implied request by any staff for sexual favors in exchange for actual or promised job benefits such as favorable reviews, increments, promotions, benefits of continued employment Sexually colored remarks.
- Showing pornographic material

- Any other unwelcome "sexually determined behavior" (physical/verbal/non-verbal conduct)

4.2 "Workplace" includes:

- All business locations of BIADA
- Any external location visited by employees due to or while their employment and Interaction with BIADA such as offices across locations, guest houses etc.
- Any mode of transport provided by BIADA (or a representative of BIADA) for undertaking a journey to and from the afore-mentioned locations.

5. Redressal Committee

BIADA will have a state level **centralized committee of five members** to address any complaints of sexual harassment. The committee will be headed by a woman employee. **Not less than half of the members will be women.** The centrally nominated members will review all cases of sexual harassment reported in BIADA, on case-to-case basis. In addition to handling of sexual harassment, the committees will also co-ordinate preventive activities to create a sexual harassment free atmosphere via:

- common information mailers
- Floating Articles on the same, from time to time

The **chairperson and every Members of the Committee** will hold office for a period **not exceeding two years**, from the date of their nomination. The committee members will be provided with necessary input by the HR Section to handle such issues effectively and with the required sensitivity and concern.

At the District level, already established '**Local Complaints Committees**' ("LCC") will receive and investigate complaints regarding sexual harassment. LCC will investigate the complaint within a stipulated time frame as detailed below. Investigation report and recommendation on actions to be taken will be communicated.

If the aggrieved or accused party is not satisfied after the post-facto action report, has the option of appealing further to the Head Quarter level Committee formed under the jurisdiction of MD, BIADA. After filing complaint with the Head Quarter level Committee investigation process will begin. Investigation of report and recommendation on action taken will be communicated only after the directives of MD, BIADA.

Excluding the district level roles all other complaints must be sent to the Complaints Committee of BIADA headed by MD's Office and as formed from time to time.

6. Procedures for dealing with complaints

6.1. Filing of a complaint

- 6.1.1 If any employee believes that she has been subjected to sexual harassment, may file a complaint with any member of the committee in written form (letter/email) as detailed in Annexure 24.
- 6.1.2. Complaints must be brought within 1 month of the Incident of Sexual Harassment.
- 6.1.3. The complaint will include the circumstances giving rise to the complaint, the dates of the alleged occurrences, and names of witnesses, if any, along with complainant's signature.
- 6.1.4. The committee member, on receiving a complaint, will inform the committee head. The committee head will arrange for a meeting within a week of receipt of the complaint to discuss the complaint raised.
- 6.1.5. Complaints made anonymously or by a third party will not be entertained.
- 6.1.6. Complaints after the expiry of employees' contract with BIADA will not be entertained.
- 6.1.7. Where the aggrieved employee is unable to make a complaint on account of her/his physical or mental incapacity or death or otherwise, her/his legal heir or such other person as may be prescribed may make a complaint within 1 month of the incident.

6.2 Process of enquiry

- 6.2.1. The committee will organize verbal hearing with the complainant and the accused.
- 6.2.2. The accused will be asked to prepare a response to the statement of allegations and submit to the Committee within 7 working days.
- 6.2.3. The statements and other evidence obtained in the inquiry process will be considered confidential.
- 6.2.4. The Committee will take testimonies from other relevant people and review the evidence wherever necessary. The committee should ensure that sufficient care is taken to avoid any retaliation against the witnesses.
- 6.2.5. The Committee will conduct inquiry in accordance with the practices of natural justice. i.e. the complainant will be offered to the accused for cross-examination and vice versa.
- 6.2.6. During the inquiry process, the complainant and the accused will be expected to refrain from any form of threat, intimidation or influencing of witnesses.

- 6.2.7. The Committee will ensure confidentiality during the inquiry process and will provide both parties with reasonable opportunity to be heard along with witnesses and to produce any other relevant documents.
- 6.2.8. The Committee will arrive at a decision after carefully and fairly reviewing the circumstances, evidence and relevant statements.
- 6.2.9. The Committee will be empowered to do all things necessary to ensure a fair hearing of the complaint including all things necessary to ensure that victims of witnesses are neither victimized nor discriminated against while dealing with a complaint of sexual harassment. In this regard the committee will also have the discretion to make appropriate interim recommendations in relation to an accused person (pending the outcome of complaints) including suspension, transfer, leave, change of work location etc.
- 6.2.10. The enquiry report will be submitted to Complaints Committee with recommendations to Complaints Committee within 2 weeks of completion of hearings (as detailed in Annexure 25).
- 6.2.11. Both parties will be informed of the results within 10 days of decision of the committee.

6.3 Decision and Action

- 6.3.1. Once the investigation is completed, a determination will be made regarding the validity of the harassment allegations.
- 6.3.2. If it is determined beyond reasonable doubt that harassment has occurred: the accused will be immediately terminated from the employment of BIADA.
- 6.3.3. This anti-sexual harassment policy will not, however, be used to raise malicious complaints. If a false complaint has been made, as demonstrated by clear and convincing evidence, such an employee (false complainant) will be terminated from the employment of BIADA.
- 6.3.4. The disciplinary action will be carried out by the HR Section. All related documents will be maintained in a separate folder, ensuring confidentiality.

CHAPTER 18

Employees Rehire/Contract Renewal

1. Contract renewal (term appointment) of an existing employee may be considered based on employee's performance. However, contract renewal is not a right it is discretionary and subject to terms and conditions of BIADA.
2. Contract will be renewed (term appointment) at terms and conditions prevailing at the date of renewal. It is the right of the prospective employee to accept or reject the terms of renewal.
3. Rehire of a separated employee will not be considered in BIADA as per clause 1.2.4 of BIADA Regulations – 2007.
4. The date of rehire will be considered as the first day of a fresh/new appointment if or when applicable.

Note: -Term employment means employment given for certain period which is defined in the advertisement.

5. Employees currently working in a full time permanent or contractual or part-time capacity in any NGO/Corporation/Societies/Company/Department under the aegis of Government of Bihar will be eligible to apply for suitable relevant position with BIADA only after submission of No Objection Certificate (NOC) from appropriate controlling officer at the time of application. On successful selection such applicant will need to provide a No Dues Certificate and an experience/relieving letter from their immediate previous place of work.
6. The employee must have cleared all pending monetary and other handover at the time of separation/contractual renewal. In case any dues are pending the person can be considered for rehire only after approval from the Authority.
7. The tenure of term having of the employee will be of three years and a fresh contract will be signed after every 12 months subject to satisfactory performance or as decided by the authority.
8. Even if an Ex-employee meets the selection criteria set for a position (in terms of age, qualification, experience, interview etc.) for which they are applying, they will not be considered in BIADA as per clause 1.2.4 of BIADA Regulations – 2007.

10. Terminated employee of BIADA will not be eligible for further employment in BIADA, unless their charges dropped by competent Authority/Hon'ble Court.
11. MD, BIADA reserves the right to reject any recommendation for rehiring of the Selection Committee without assigning any reason.

Separation: -

The term 'Separation' refers to the end of the employment of an employee from the organisation i.e. BIADA.

Resignation: -

Resignation is a voluntary separation enunciated by the employee if he is desirous of leaving the services of BIADA.

Termination: -

Termination is the ceasing of employment when an employee is unable to meet BIADA's performance Requirement/Conduct/ethical and policy standards or providing any untrue statement in the personal information provided at the time to other of an employment i.e. misconduct.

Contractual Termination: -

This refers to agreed separation on completion of specific purpose employment as per terms and conditions of the employment. For this policy usually specific period is for 12 months.

No Dues /Settlement of Dues: -

No dues refer to clearance/return/submission of money, material, other properties or any other articles or things issued by the Company or specifically entrusted to the employee or vice versa. Dues include but not limited to salary/honorarium payable for the remaining days, leave encashment, loss/damage of BIADA's property etc.

Notice Period: -

Concerned employees are required to give a notice in writing in accordance with the appointment letter/employee contract, if they wish to terminate their employment relationship with BIADA. For this policy a notice period of 30 days or compensation in lieu thereof. On completion of the said notice period the employee services with BIADA will stand ceased.

Employee's Record: -

- 1.) All employee's records will be maintained in electronic form.
- 2.) All organisations however large or small need to keep certain records for the purpose of law and internal use. Well maintained employee records in BIADA are necessary for the formulation of and implementation of employment policy and procedures for recruitment, training and development. They also help in ensuring that employees are receiving their correct pay, leaves and other entitlement and benefits. They can also provide the raw data to monitor equal opportunities for employees. These records assist the organisation and contribute to its overall success.

Guidelines: -

- 1.) Employee must submit all necessary documents for employee record on their own to HR Section.
- 2.) Employees who have responsibility for maintaining any part of employee's record will maintain those records in a secured environment with restricted access.
- 3.) The employee record will be maintained by the authorized persons and time to time supervises by the concerned Executive Director.
- 4.) A copy will also be maintained in record room.
- 5.) The personal file should be treated as confidential documents.
- 6.) All employee record and personal files will be updated periodically (at least by-annually).

When an employee transfers to a new location, HR Section will transfer the relevant records to the concerned office.

Deputation/Employee Engagement after Superannuation/Retirement: -

- 1.) Officers/Employees of Government of Bihar/GoI will be on deputation/foreign posting, will be eligible against the vacant posts in BIADA as per norms.
- 2.) Their salary/pay will be as per Finance Department, Government of Bihar Circulars/orders (as updated).
- 3.) All superannuated/retired officers/personnel will have to give a self-declaration regarding their past antecedent and no criminal/civil (certificate case)/ departmental proceedings pending against there.
- 4.) All superannuated/retired officers/personnel of BIADA will abide with the timetable of other employees of BIADA.
- 5.) No separate benefit will be given to superannuated/retired employees of BIADA. Only those benefits will be given by BIADA which has been circulated by their parent department.
- 6.) All superannuated/retired Government Officers/personnel will have to give a medical fitness in the month of December every year.
- 7.) All superannuated/retired employees are entitled to those benefits which have been circulated by General Administration Department, Government of Bihar.
- 8.) All superannuated/retired Government officers/personnel will be under Disciplinary Controlling System of BIADA.

CHAPTER 19

Formats

Annexure-1



AGREEMENT TO SERVE

**THE BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY ON
CONTRACT BASIS**

**(In terms of See 1.2.1 in PART II of the BIADA (Financial, Service & Technical)
(Regulations, 2007)**

This Agreement is made on this theday of.....20

BETWEEN

.....son/daughter/wife of
Presently residing at, P.O. P. S. District
hereinafter is called the (FIRST PARTY).

AND

The BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY (BIADA),
a Government of Bihar Undertaking, having its Registered Office at 1st Floor, Udyog
Bhawan, East of Gandhi Maidan, Patna hereinafter called the Authority (SECOND
PARTY).

Whereas, pursuant to an advertisement published by the Second Party in the daily
newspaper dated, the First Party had made application for appointment on
the post of.....in the organization of the said party.

And whereas the Second Party having observed the procedure for appointments in
accordance with the Service Regulations known as BIADA (Financial, Service &
Technical) Regulations, 2007, selected the First Party for the said post on a purely
contract basis for a period of one year from the date of his appointment / joining on
the said post.

And whereas, the First Party has agreed to work on the said post on contract basis and
in accordance with the Service Regulation, 2007.

This Agreement witnesses the following terms and conditions:

1. That the First Party is aware and agrees that he / she is not permanent employee of this Authority within the meaning of its Rules & Regulations and he/she shall not ever stake any claim for permanent appointment / absorption in this Authority based on this contract.

2. That the First Party agrees to abide by all the terms and conditions set forth in BIADA Act, Rules and Regulations framed there under and that the First Party will be paid remuneration as per Authority's norm.
3. That the First Party shall not resign/ leave the organization before completion of contract period. The candidate will have to work for BIADA for at least One year unless terminated by BIADA. If First Party fails to do so, he/she will have to pay amount equal to salary of one month.
4. That an Indemnity Bond amounting to value of one month remuneration at BIADA, shall be executed by the First Party to the effect that he/she shall not leave/resign/absent from work without following the procedure as stated in Clause 3 above.
5. That the First Party in case of termination does not complete one month notice period or leaves the job within one year of contractual period, he will not be entitled for any experience Certificate in BIADA.
6. That, accordingly, the Second Party may also terminate the contract of the First Party by giving one month notice or one month remuneration in lieu thereof.
7. That the First Party will abide by the instruction / orders given by the Superior Officers
/higher authority from time to time; and in case of any insubordination, intemperance or other misconduct or the commission of an act which constitute a criminal offence or detrimental to the Authority's interest, the First Party shall be liable to be terminated from service without giving any prior notice or remuneration thereof and in all circumstances, before leaving BIADA, the First Party shall obtain 'No Dues Certificate' from the Second Party.
8. That the First Party may be posted anywhere in Bihar and outside and to travel extensively and shall be paid travel expenses in accordance with the applicable norms of BIADA.
9. That the Second Party can terminate the services of the First Party even during the contract period in case of No Need or in the event of abolition of the post, or due to the closure of the project warranting such termination there upon.
10. That the First party under this Contract is not a Government Servant therefore he/she will not claim to be a Government servant or entitlement of such facilities.
11. That the appointment under this contract is made upon the certificates and documents produced by the First Party regarding his qualifications and experience and other such information. If any aforesaid irregularity or illegality is found at any point in time in the certificates and documents so produced, the contract becomes null & void, and the Second Party may proceed in accordance with law including termination of services and recovery of salary/honorarium already paid.
12. It will be mandatory for First Party to inform Second Party before appointment

that the First Party is pursuing any educational/professional course. After the appointment, if required, First Party will seek prior permission from Authority before taking admission to any institution for any course failing which appropriate administrative/ disciplinary action will be taken by the Authority.

13. That the First party shall be bound not to disclose or pass on any information regarding the Second Party during and after his/her contract period and if this confidentiality clause is violated, Second Party shall take appropriate disciplinary and legal action as per law.

14. That the Second Party is not liable to renew the contract of service on completion of the contract period, however, it will be the sole discretion of the Second Party to renew the contract for such period as it may deem fit in the given circumstances.

15. That the First Party shall not claim any right to regularization / absorption under the provisions of the Industrial Disputes Act, 1947 amended time to time and cessation of service on completion of the contract period of one year shall not be construed as retrenchment and no claim whatsoever shall be maintainable on such basis.

16. Considering the terms and conditions mentioned above, if the services of the First Party are terminated, any litigation shall be subject to the jurisdiction of the Courts at Patna only.

The terms and conditions enumerated in this agreement are read over & fully accepted by the First Party with free will and consent without any threat or coercion or undue influence in this regard.

In witness thereof, the parties hereto set their hand on this day
of
.....20.....

Witness:

Signature of the First Party

1.

2.

Signature of the Second Party

Indemnity-Bond

This Indemnity Bond is executed on this the20.... at Patna.

By

Mr./Ms./....., son / daughter/ wife of..... presently residing at....., P.O., P.S, District Hereinafter called the (FIRST PARTY).

(hereinafter referred to as 'Indemnifier') which expression shall, unless repugnant to the context hereof shall mean and include its successors, administrators, representative and assignees, in favor of Bihar Industrial Area Development Authority, established by and under the Bihar Industrial Area Development Authority Act. 1974, having its Head office on the 1st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna (hereinafter referred to as the 'Indemnified') which expression shall unless repugnant to the context hereof shall mean and include its Directors, Nominees, transferees and assignees.

Whereas the indemnified herein has entered a service contract with the Indemnifier for a period of one year in accordance with its Service Regulations on the terms and conditions fully detailed in the Agreement datedexecuted by the indemnifier.

And whereas, the above-mentioned Agreement provides for execution of an indemnity bond to guarantee the condition as contained in clause '4' of the said Agreement that he/she shall not leave / resign / absent from work without following the procedure laid down in clause '3-4' of the Agreement.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of his leaving, absenting from the work (unauthorized and without information forlong) without the procedure as prescribed under the BIADA (Financial, Service and Technical) Regulations in force. and/or the agreement, the indemnified shall be entitled to the amount of this indemnity bond as agreed hereby to the extent of one month salary of the indemnifier besides all losses and damages which may be caused to the indemnification due to breach of any of the terms and conditions of the Agreement / Service Regulation by the indemnifier.

This indemnity shall for purpose of claiming the loss and damages, etc., shall remain in force for a period of 180 days after cessation of the contract period and where the indemnifier has given a notice to leave or resign prior to the completion of the contract period, it will remain in force for a period of 180 days from the effective date of his leaving/resigning from service.

In witness hereto the executants have put his signature on the date and year first mentioned hereinabove, in presence of the following witnesses:

Witnesses:

(Signature of the Indemnifier)

- 1.
- 2.

Part-III Observations by Reporting Officer

Parameters	Rating (√)				
	Job knowledge	5 ()	4 ()	3 ()	2 ()
Capacity to Work	5 ()	4 ()	3 ()	2 ()	1 ()
Interest in Work	5 ()	4 ()	3 ()	2 ()	1 ()
Timely Completion of work	5 ()	4 ()	3 ()	2 ()	1 ()
General Conduct	5 ()	4 ()	3 ()	2 ()	1 ()
Total Points					
Assessment	Below 11		Poor		
	11-19		Good		
	20 & Above		Excellent		

Part-IV

Overall comments on performance by reporting officer (in max 50 words)

Signature of Reporting Officer with Date

Note:-

- 1. For employees below the rank of DGM, Concerned DGM will be the Reporting Officer.**
- 2. For DGM, Concerned Executive Director will be the Reporting Officer.**
- 3. Accepting officers for all categories will be MD, BIADA.**



Joining Document Check List

The employees need to submit the following list of documents to the Human Resource Section, BIADA on the first day of joining:-

1. 2 Passport-sized Photographs
2. 2 Photocopies of photo identity proof (Aadhar and PAN card)
3. 2 Photocopies of temporary/permanent address proof
4. 2 Photocopies of Proof of Date of Birth
5. 2 Photocopies of each essential Educational Qualification/Certificate(s) with Medical certificate by a Doctor of any government hospital
6. Caste Certificate issued by Competent Authority as per the Government of Bihar Format (if needed)
7. Acceptance of the Offer letter duly signed
8. Bank Account details with a cancelled cheque
9. A4 Sheet with following personal details:
 - 9.1 Mobile Number
 - 9.2 Email ID
 - 9.3 Emergency Contact Details
10. List of Approved/Valid Proofs

S. No	Particulars	Details
1.	ID Proof	Aadhar card/PAN card/Driving License/ Passport/ Voter ID.
2.	Address Proof	Aadhar card/Driving License/ Passport/ Voter ID./Registered Rent Agreement
3.	Date of Birth	Birth Certificate/Class 10th Certificate/12th Certificate
4.	Essential Education Qualifications	As mentioned in advertisement
5.	Previous Organizations Service Proof	Offer Letter & Pay slip/Relieving Letter/Experience Letter
6.	Name Change	Copy of Name Change Affidavit, Notification in English/Hindi daily newspaper, Gazette Notification



Annexure-4

Travel Requisition Form

Name:	
Designation:	

Purpose of
Travel.....

Travel Schedule (if applicable)

Date	Time	Place (From)	Place (To)	Mode of Transport	Remarks

Accommodation Schedule (if applicable)

Place	Hotel	Date & Time (From)	Date & Time (To)	Remarks

.....
.....
Employee's Signature

Authorized Signatory
(MD/ ED/As Delegated)

Date:.....



Travel Expense Reimbursement Form

Name:	
Designation:	

Purpose of Travel.....

Travel Fare

Travel (From)	Travel (To)	Date of Travel	Mode of Travel	Duration of Travel	Claim Amount*
Total					

*Travel Tickets attached

Accommodation & Meals

Place	Hotel	Check-in Date & Time	Check-out Date & Time	Duration of Stay	Claim Amount*
Total					

*Bills/Receipts attached

Local Conveyance

Date	From	To	Mode of Transport	Purpose	Claim Amount*
Total					

*Bills/Receipts attached

Miscellaneous Expenses (including DA if admissible)

Particulars	Specify Details (where possible)	Claim Amount*
Total		

*Bills/Receipts attached

Summary of Expenses (including DA if admissible)

Particulars	Claim Amount
Travel Fare	
Accommodation & Meals	
Local Conveyance	
DA (If admissible)	
Miscellaneous Expenses	
Total	

.....

 Employee's Signature

Authorized Signatory
 (MD/ ED/As Delegated)

Date:.....



Tour Report

Name:	
Designation:	

1. Place(s) Toured

.....

...

2. Purpose of visit (Max. 50 words):

.....

...

.....

...

3. Accomplishment of work (Max. 50 words):
(With details or forecasting of the outcome)

.....

...

.....

...

.....

...

.....

...

.....

.....
Employee's Signature

Authorized Signatory
(MD/ ED/As Delegated)

Date:.....



Annexure-7

Charge Sheet

Name	
Designation	
Organization	
Date of Joining	
Date & Time of Incident	
Place of occurrence	

1. Details of misconduct:-

.....

.....

.....

.....

.....

2. Name of witness/Related documents:-

.....

.....

3. Statement:-

.....

.....

.....
Authorized Signatory

Date:.....

Memo No:---2005/ESH


Chairman, BIADA-cum-Managing Director, BIADA.

Date:- 18/05/26

Copy forwarded to:-All Executive Director, BIADA/All DGMs & all concerned BIADA for information & necessary action.

Memo No:---2005/ESH


Managing Director, BIADA

Date:- 18/05/26

Copy forwarded to:-Secretary, Industries Department, Govt of Bihar for information.


Managing Director, BIADA