



**STATE HEALTH SOCIETY BIHAR**

**District Health Society**

**HUMAN RESOURCE MANUAL**

**RULES AND REGULATIONS, 2021**

# **STATE HEALTH SOCIETY BIHAR**

## **DISTRICT HEALTHSOCIETY**

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## **CHAPTER – 1**

### **Objective of HR Policy and Organizational Structure**

#### **1. INTRODUCTION**

National Rural Health Mission (NRHM) was launched in April 12, 2005 to address the health needs of the underserved rural population especially women, children and vulnerable sections of the society and to provide affordable, accessible and quality healthcare. The National Urban Health Mission, (NUHM) was launched in May 2013 and was subsumed with NRHM as a sub-Mission of the overarching National Health Mission (NHM).

Many unique practices were encouraged like innovations in health care delivery practices, flexible financing to the states with strengthened monitoring and evaluation component for better health outcomes and health indicators of the states. The vision of the NHM is “Attainment of Universal Access to Equitable, Affordable and Quality health care services, accountable and responsible to people’s needs, with effective inter-sectoral convergent action to address the wider social determinants of health”. NHM focuses on decentralized health planning, service delivery, creating knowledge hubs within district hospitals, strengthening secondary level care at district hospitals, expanding outreach services, improving community processes and behaviour change communication, human resources development, public health management, and health management information systems.

State Health Society Bihar, set up under the aegis of State Government of Bihar was registered under Society Registration Act, 1860 on 8<sup>th</sup> July, 2005 with an objective to serve as additional managerial and technical capacity to the Department of Health and Family Welfare, Government of Bihar for implementation of National Health Mission in the State of Bihar which includes RCH Phase-II, General curative care, National disease control programmes – Tuberculosis, Leprosy, Blindness and Vector borne disease like Malaria, Kalaazar, Filaria, Dengue, Japanese encephalitis and AYUSH.

The affairs of the society is managed and regulated by the Governing Body constituted in accordance with the Rules of State Health Society. The Governing Body is headed by Development Commissioner, Government of Bihar. The Executive Committee headed by Secretary, Department of Health and Family Welfare, Government of Bihar is entrusted with the responsibility to regulate and manage administrative affairs of the Society. Besides various committee have been constituted to oversee specific functions of the Society like Project Appraisal, Family Planning, Internal Purchases, Recruitment and Training etc.

The Memorandum of Association of State Health Society mandates strengthening of technical and managerial capacity through recruitment of individuals/institutional experts from open market. Accordingly, “The Rules and Regulations of SHSB-2005” was formulated to regulate service matter including

recruitment. Time to time amendments was made in service rules and procedures with approval of the Governing Body to meet the emergent needs of the Society.

Human Resource Rules and Regulations are an essential part of an organization which provides formal statement of “rules” that define how the organization operates on day to day basis specifically with the respect of its employees. Need is therefore, felt to bring out a Manual on Human Resource Rules and Regulations to provide structure, control, consistency, fairness, compliance with governing legislations as also keep the employees informed about their roles and responsibilities.

The HR manual does not claim to have laid rules for each situation however, it has tried to lay down the policies and the principles by which such rules could be evolved and be made part of the manual, if needed, in due course of time. The manual therefore, should be treated as an evolving document. The provisions of the rules defined herein shall accordingly be reviewed on regular intervals and modifications made as and when felt necessary.

## **2. GUIDING PRINCIPLES**

The HR Policy seeks to -

- Proactively contribute towards achieving the overall goals of the Society laying down principles, guidelines, and rules/ norms to ensure smooth functioning of the Society.
- Advocate for outcome-based performance aligned with its goal.
- Build a culture of trust, transparency and integrity.
- Ensure that the best available talent is attracted to work in the Society, and to ensure that this pool of talent is retained with high motivation and performance levels.
- Provide equal opportunity for all employees of the Society to display performance ability and exercise rights as available within the framework of the Society by streamlining the basic service conditions including entry & exit.

## **3. ORGANIZATIONAL STRUCTURE**

### **3.1. STRUCTURE AT STATE LEVEL**

At the state level, the State Program Management Unit (SPMU) has been formed and staffed with a team of dedicated development professionals. The Society is headed by the **C.E.O** followed by the Executive Director & two Additional Executive Directors. In addition, there are State Program Officers, Deputy Directors, Functional Specialists and consultants to oversee, support and manage various health programs within the Department of Health.

The Executive Director is assisted by two Additional Executive Directors, an Administrative Officer and other officers of the level of Senior Deputy Collectors on deputation from GoB. The allocation of roles and responsibilities of State

Program Team will follow matrix structure which may be revised from time to time based on requirement. The Organogram of the Society is enclosed at **Annexure- I**

**4. PROGRAM STRUCTURE AT DIVISION LEVEL**

There are nine Division level units of the Society established as RPMU (Regional Program Management Unit) at Patna (Patna), Bhagalpur (Bhagalpur), Munger (Munger), Purnia (Purnia), Tirhut (Muzaffarpur), Saran (Chappra), Darbhanga (Darbhanga), Kosi (Saharsa) and Magadh (Gaya). The RPMU will be responsible for coordination, monitoring and implementation/management of Health Program. Various functional positions in RPMU are detailed in the Organogram at **Annexure -II**.

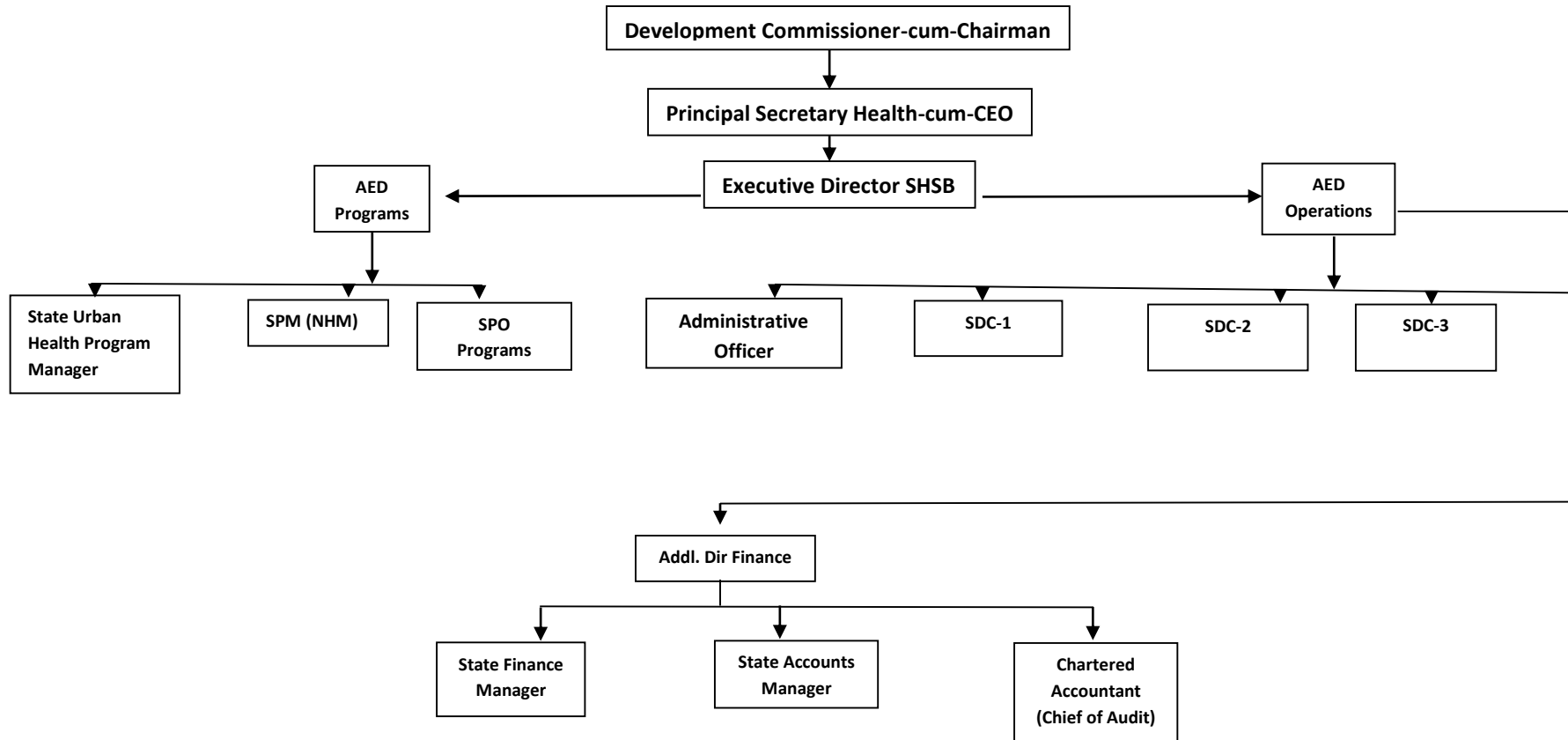
**5. PROGRAM STRUCTURE AT DISTRICT LEVEL**

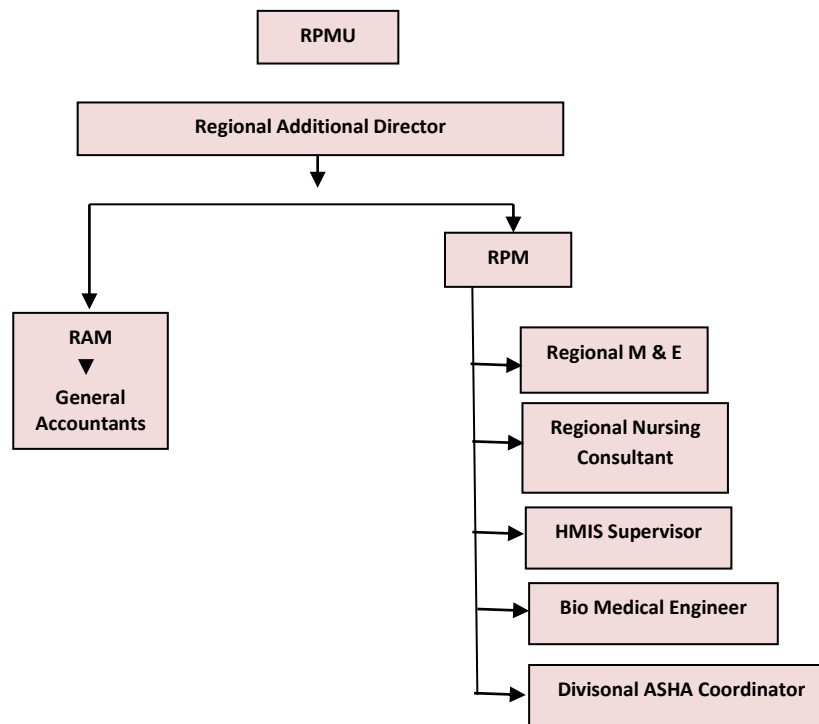
In each of the District, there will be a DPMU (District Program Management Unit) comprising of the District Program Manager, District Accounts Manager, District Monitoring and Evaluation Officer, District Community Mobilizer, District Programme Coordinator other Programme Managers and Staffs who will report to the Civil Surgeon in the District and will be responsible for assisting him in discharge of his functions besides coordination, monitoring and implementation/management of Health Program. Their functions will be reviewed by the DHS (District Health Society) as also by SHSB. Various functional positions in DPMU are detailed in the Organogram at **Annexure -III**.

**6. PROGRAM STRUCTURE AT BLOCK LEVEL**

At the Block level, there will be a BPMU (Block Program Management Unit) comprising of the Block Health Manager, Block Accounts Manager, Block Community Mobilizer and Block Monitoring & Evaluation Officer who will be reporting to the Block Medical Officer I/C and will be responsible for coordination, monitoring and implementation/management of Health Programmes at the grassroot and outreach level along with the ANMs, ASHA Supervisors, ASHA workers and the Panchayati Raj Institutions (PRI) in the Blocks. Various functional positions in BPMU are detailed in the Organogram at **Annexure -IV**.

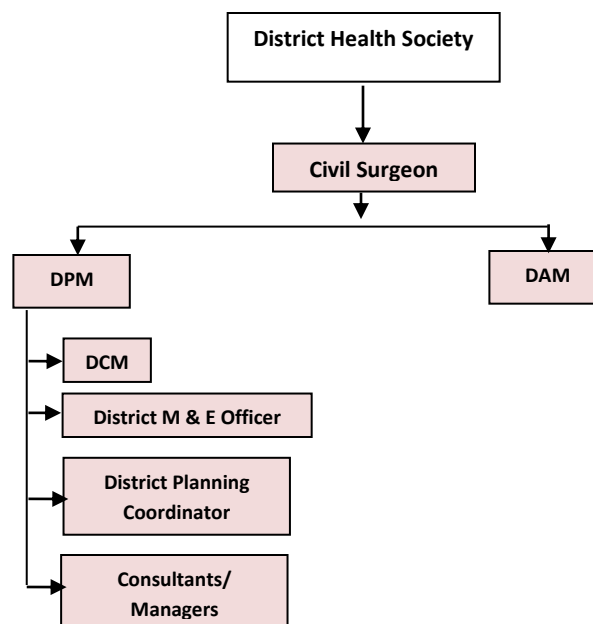
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**Organization Structure of RPMU, DPMU and BPMU**

## Annexure-III

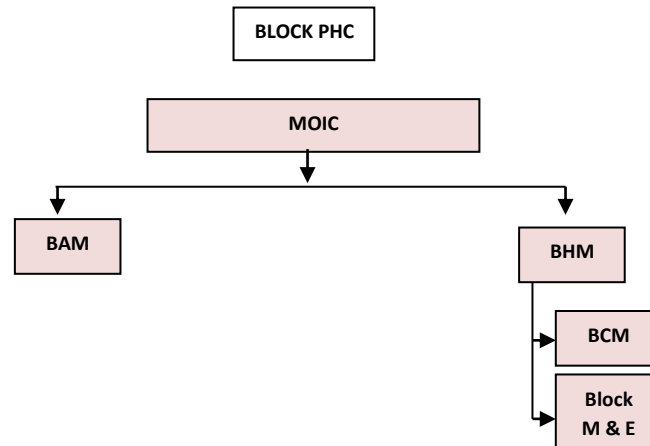
## Organization Structure of DPMU





## Annexure-IV

## Organization Structure of BPMU



## **CHAPTER – 2**

### **GENERAL CONDITIONS OF SERVICE**

#### **1. SHORT TITLE**

- a) These regulations may be called SHSB/DHS General Conditions of Service Regulations, 2005 as amended in 2021.
- b) These Rules shall come into force from the date of issuance of order.

#### **2. APPLICATION**

These Rules shall apply to all the employees of SHSB and DHS recruited under NHM on contractual terms and conditions as also to the employees on deputation to SHSB/DHS to the extent that they are not in contravention of the terms and conditions of their deputation; provided, however that SHSB/DHS may by resolution duly passed at a duly convened Executive Committee Meeting/ Governing Body Meeting for reasons of exigencies and in the interest of the Society, exclude any class of employees or post from application of these Rules. These Rules shall not apply to persons employed on purely daily wage basis and/or part time basis.

#### **3. DEFINITIONS OF TERMINOLOGY COMMONLY USED IN THE MANUAL**

- “SHSB” means State Health Society Bihar registered under Societies Registration Act, 1860.
- “DHS” means the office of District Health Society at district level registered under Societies Registration Act, 1860.
- “Society” means State Health Society/District Health Society.
- “Government” means the Government of Bihar.
- “Governing Body” means the Governing Body of the State Health Society, Bihar and District Health Society constituted in accordance with the rules and regulations of the SHSB and DHS by whatever name it may be called from time to time.
- “Executive Committee” means the Executive Committee of the State Health Society, Bihar and District Health Society constituted in accordance with the rules and regulations of the SHSB/DHS and by whatever name it may be called from time to time and entrusted with the administrative affairs of the State Health Society, Bihar/DHS.
- “Chairperson” means the Chairperson of the Governing Body of the Society.
- “Chief Executive Officer (CEO)” means Chief Executive Officer of the State Health Society, Bihar who shall be the Chairperson of the Executive Committee.

- “Executive Director” means Executive Director of the State Health Society, Bihar.
- “Member” means the member of the Governing Body as provided in rule 5.2 of the Rules and Regulations of the SHSB/DHS.
- “Appointing Authority” in relation to any post under the State Health Society Bihar means the authority competent to make appointments to those posts under these regulations.
- “Controlling Authority” in relation to all the posts in category A, B and C shall be Executive Director.
- “Employer” means the State Health Society Bihar and DHS.
- “Employee” means any person recruited under National Health Mission (NHM) on any post on contractual terms and conditions and serving State Health Society, Bihar/District Health Society, Bihar in connection with the affairs of the respective Society.
- “Financial Year” means beginning on the 1st April of a calendar year and ending on the 31st March of the following calendar year.
- “Family” includes the spouse residing with the employee, parents and dependent sons and daughters
- “First appointment” means the appointment of a person who at the time of such appointment was not holding any post under the Society.
- “Holiday” means a day on which all or any office is ordered to be closed or a specified class of employees is allowed a holiday by a competent authority.
- “Joining time” means the time allowed to an employee to join a new post or to travel to the station to which he is posted.
- “Headquarters” means the normal place of duty of an employee. In case of an employee deputed for training in India or abroad, the Headquarters will mean the place of duty wherefrom he proceeded on training, unless the same is changed in respect of an employee sent on long term training or assignment by a specific order.
- “Management” means the Governing Body/Executive Committee or Executive Director of SHSB or any Officer nominated by Executive Director, SHSB and respective District Chairperson of the Governing Body in context of DHS.
- “Probationer” means a person employed on probation against a vacant post.
- “Transfer” means transfer of an officer or employee from one headquarters to another within the State.

- "Foreign Service" - when an employee of department of State Government of Bihar or other instrumentalities of Government of Bihar is deputed for service in the Society at its request, he is said to be on foreign service.
- "Uniform Dates" - mean 1<sup>st</sup> January of every calendar year for the purpose of leave rules.
- "Disciplinary Authority" means the appointing authority or any other authority who shall be competent under SHSB/DHS Employee Control and Appeal Rules to impose any of the penalties specified therein.
- "Appellate Authority/Reviewing Authority" means the authorities specified in SHSB/DHS Employee Control and Appeal Rules.

Note:

- (a) Words used in these Rules denoting the masculine gender shall also include the feminine gender.
- (b) Words used in these Rules denoting the singular number shall imply the plural number wherever relevant and vice versa.
- (c) Words and phrases not defined above will in case of doubt have the same meaning as is given to them, from time to time in the orders of the Society.

#### **4. GENERAL CONDITIONS OF SERVICE**

- a) All appointments shall be made subject to the provisions of these Rules.
- b) These rules shall be applicable to all the employees appointed under NHM on contractual terms and conditions excepting employees of State Govt. of Bihar whose services are placed at the disposal of the society on deputation basis.
- c) Every employee appointed on contract to the service of society shall at the time of appointment declare the date of birth by the Christian era with confirmatory documentary evidence viz. matriculation certification.

The Date of Birth so recorded with the society shall be final provided that if the society later on acquires information that the particulars of age furnished by the employee is incorrect, it may make such enquiry as deemed fit. If it is satisfied that declaration given by the employee is false it may declare the appointment as irregular and terminate the services of the employee with immediate effect without notice.

- d) No person shall be appointed on contract in the society unless he /she furnish to the society Medical Fitness certificate issued by the District Civil Surgeon.

A certificate of health shall not be required to be furnished by employees of State Govt. of Bihar working in SHSB on deputation basis and by such employees of Govt. of Bihar who are reemployed on contract immediately upon retirement.

- e) Every employee on appointment shall sign a declaration that, if married, she/he does not have more than one husband / wife living and, that she/he shall not contract another marriage without prior permission from the Society if such subsequent marriage is permissible under the personal law applicable to him and that at the time of appointment to the effect that she/he is not married to and shall not marry a person who has one or more wife/husband living. Marriage declaration form is at **Annexure-I**.
- f) A person appointed in the service of the society may be employed in any manner by the competent authority and the whole of his time would be at the disposal of the society, without claim for additional remuneration.
- g) Every employee of the society, except an employee who has been specifically engaged as a part-time employee, shall not permit himself to be employed for gain or reward elsewhere nor carry on any business or profession of his own.
- k) Every employee shall serve the society, in such capacity and at such places as he may from time to time be directed. He shall conform to and abide by these Rules and to the directions, executive and administrative orders given to him from time to time by persons having jurisdiction, superintendence or control over him at the relevant time.
- l) Every employee shall maintain secrecy regarding the affairs of the Society and of its clients and shall not disclose or divulge directly or indirectly, any document or information of confidential nature to any other person, including another employee of the organization unless required to do so in discharge of his duties or unless obliged to do so by a judicial or other competent authority.
- m) No employee shall become or remain a director of another organization or partner in a firm without the permission in writing of the management.
- n) No trainee or apprentice shall be entitled to claim employment with the society, or the earning and benefits thereof as a matter of right on the ground that he has been a trainee or apprentice with the society for any period of time.

## **5. INELIGIBLE FROM EMPLOYMENT**

No person shall be eligible for appointment who has been convicted in a court of law for any offences involving moral turpitude. A person against whom criminal proceedings are going in a court of law shall also not be eligible for appointment in the Society.

No person shall be eligible for appointment, who has been previously dismissed, removed or compulsorily retired from the service of any department of the Central Government or any State Government or from any state/central public sector undertaking or from the Society.

An employee who has resigned from the Society shall not be able to seek a re-employment on the same post which was held earlier by him in the Society.<sup>1</sup>

No person (a) who has entered into or contracted a marriage with a person's having spouse living and (b) who, having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for appointment.

Provided that the competent authority may, if satisfied that such marriage is permissible under the personal law applicable to such person and other party to the marriage and there are other grounds for doing so, exempt any person from the operation of the rule.

## **6. APPOINTING AUTHORITY**

- a) The Appointing Authority for all category of posts as determined by Governing Body shall be the Executive Director SHSB or an Officer designated by him.<sup>2</sup>
- b) The Executive Director SHSB shall function as the Appointing Authority for appointment of employees on contract in category 'A', 'B' & 'C'.
- c) The Chairperson of the Governing Body of District Health Society shall function as the Appointing Authority for appointment of employees on contract in category 'A', 'B' & 'C'.

## **7. APPOINTMENT OF PERSONS ON CONTRACT**

- a) Once the State ROP is approved for the year, the process of filling up sanctioned posts including consequential vacancies created owing to retirement, resignation, death/termination etc. shall be initiated by HR Cell/HO and office of DHS.
- b) Upon selection, the new recruit on assuming charge of the post shall sign "Contractual Employee Service Agreement" within 15 days of joining. The format of contractual service agreement is enclosed as **Annexure- I**.

## **8. EMPLOYMENT BOND**

Upon joining the contractual employee shall execute an employment bond to serve the society for period of 11 months from the date of joining. The society shall deduct one fourth of the salary of first four month of employment. (i.e. total of one-month salary) which shall remain deposited with the society. On successful completion of bond period one-month salary deposited with the society shall be refunded to the employee.

During the bond period the employee shall not tender resignation. In case of failure on the part of the contractual employee to serve the society for 11 months being the bond period, one-month salary deposited with the society will stand forfeited and the society shall not be under obligation to issue "NO OBJECTION

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<sup>1</sup> Amendment to State Health Society Bihar, Financial and Service Rules, 2005 Part-II, Para-1.7(c)

<sup>2</sup> State Health Society Bihar, Financial and Service Rules, 2005 Part-II, Para-1.1

CERTIFICATE” and or experience certificate for the period of service rendered by him/her. Format of Employment bond is at **Annexure-I**.

## **9. PROBATION OF EMPLOYEES ON INITIAL APPOINTMENT**

Every employee appointed on contract for a period 11 months shall be on probation for a period of 3 months from the date of signing contractual employee service agreement.

During probation if the performance of the contractual employees is not found satisfactory or up to the standard in terms of assigned roles and responsibilities detailed in TOR of the relevant employment notice published in newspaper/hosted on the society’s website, his/her services may be terminated by the society during/after expiry the probation period by assigning reasons thereof without giving any notice. The Society reserves the right to terminate Contractual Employee Service Agreement anytime on account of unsatisfactory performance/objectionable behaviour by the contractual employee.

An employee who has satisfactorily completed his/her probation shall be eligible to continue in service in terms of the Service Conditions stipulated in Contractual Employee Service Agreement.

## **10. PERIOD OF CONTRACTUAL ENGAGEMENT**

Initial appointment of contractual employees shall be for 11 months which may be extended to continue till he/she attains 60 years of age on signing of fresh agreement and subject to-

- a) Satisfactory performance evaluated by the competent authority.
- b) Continued requirement of the position by the Society, and
- c) Approval of the position by the Government of India in ROP of National Health Mission and availability of fund for the concerned position.

The employment age of contractual employee may be extended up to 65 years subject to sound health, integrity being above board & satisfactory job performance depending upon continued requirement of the posts, approval thereof by GOI in ROP of NHM and availability of fund for the concerned posts. The services of contractual doctors can however be extended up to 67 years of age.

The powers to extend/renew Contractual Employee Service Agreement are vested with the Executive Director of SHSB.

## **11. RESIGNATION**

- a) The Contractual employee may resign from the service of the society by giving notice of one month in writing addressed to the appointing

authority or on payment of an amount equivalent to one-month salary in lieu of such notice.

- b) The Appointing Authority may, accept such a resignation after satisfying itself regarding non pendency of any dues in respect of such an employee.
- c) The Appointing authority may, if it deems proper in any special circumstances, permit an employee to resign from the service of the organization by notice of less than a month/waive off notice period.
- d) The resignation shall be effective from the date of its acceptance by the Appointing Authority.

## **12. TERMINATION OF CONTRACT**

As per the provisions laid down under Chapter – 8 “Employees Control & Appeal Rules” the Society reserves right to terminate the services of contractual employee by assigning reasons thereof with or without 30 days written notice or one month pay in lieu of such notice.<sup>3</sup> The right to termination shall be exercised under the following conditions:

- a) If it is found anytime during the service of the contractual employee that he has submitted false information to support his candidature for position or the police verification report is found against him.
- b) On the judgement of the Appointing Authority that the activities and behaviour of the Contractual employee is inappropriate, endangers the success of the programme or contravene local laws and customs.
- c) On the judgement of the Appointing Authority if it is found that the contractual employee is using the resources of the Society or his present position for personal gains or favours.
- d) During the course of service, the contractual employee will be handling public money. If it is found that the contractual employee is responsible for misutilisation, misappropriation, defalcation-temporary or permanent of money, any act of omission/commission leading to loss of money to Society/Government or undue gain to any entity, the financial loss caused to the Society shall be recovered from the contractual employee after due enquiry. Such recoverable money will be part of ‘public demand’ as defined in the Public Demands Recovery (PDR), Act, 1914 and the services of such employee concerned shall be terminated.
- e) If the performance of the contractual employee is found unsatisfactory or against the interest of the Society by the competent authority, in such cases the services of the contractual employee is liable to be terminated after giving 30 days’ notice. The employee shall however have the option to file an appeal before the Chief Executive Officer, SHSB within 30 days against the termination order.

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<sup>3</sup> Para-1.6, Part-2, SHSB, Financial and Service Rules, 2005



In respect of district level posts in case of unsatisfactory or Adverse Performance Appraisal Report, decision on contractual employee service agreement will be taken by the Governing body of DHS. In the event of termination of employment, the employee shall have the option to file appeal before the Executive Director, SHSB within 30 days against the termination order<sup>4</sup>.

- f) If the contractual employee remains on unauthorised absence for 15 days or above, then his/her post shall be deemed to be vacant and action for his/her termination will be taken by the Appointing Authority.
- g) In the event, contractual employee is declared to be medically unfit to remain in service by a medical board, in such situation his/her services shall be terminated after giving 30 days' notice.<sup>5</sup>

### **13. CONDITIONS FOR DRAWING PAY**

- a) An employee shall begin to draw pay when he takes charge of the post in which they are earned and shall cease to draw, as soon as he ceases to discharge the duties of the post. Pay during leave period shall be regulated under the provisions of leave rules.
- b) Pay shall be drawn from the date of assuming duties, if charge is taken over before noon of that date otherwise from the following day.

### **14. EMPLOYEES' PROVIDENT FUND**

Every employee appointed under NHM on contractual terms and conditions and in service of SHSB & DHS drawing monthly emolument @ Rs. 15000/- or less or salary ceiling as specified in EPF & Misc. Act 1952 as amended from time to time excluding employees on deputation to the Society shall be member of the Employees' Provident Fund.

In terms of Section 26'A' of EPF Scheme a member of the fund shall continue to be member until he withdraw the amount standing to his credit in the fund. Accordingly a member of the fund who leaves employment in an establishment and seeks re-employment in SHSB/DHS will be entitled to the benefits under EPF Scheme. The employee will be required to file a declaration to this effect at the time of joining. The employer and employees' contribution in such cases shall however be confined to salary ceiling of Rs. 15000/- per month or as amended from time to time. **Annexure-II**

Enrolment of excluded employees as member of employees' provident fund is contingent upon consent of NHM/Govt. of Bihar to pay employers' contribution including contribution towards EDLI and administrative charges based on salary ceiling of Rs. 15000/- per month per excluded employee.

### **15. CHARGE OF AN OFFICE**

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<sup>4</sup>G.G. Resolution No. 26/8 dated 11.12.2017

<sup>5</sup>G.B. Resolution No 28/13 dated 24/01/2019

Unless for special reasons which must be recorded by the Competent Authority, the charge of an office must be handed over at the headquarters, both the relieving and relieved employees being present.

## **16. HOURS OF WORK AND ATTENDANCE**

Every employee shall be required to work for forty-eight hours a week. The time of arrival and departure, hours of work, weekly holidays may not be uniform in SHSB/HO/DHS, RPMU/DPMU/BPMU/District Hospitals/Block CHC/PHC. Employees shall therefore, strictly adhere to instructions issued from time to time by their respective offices with regard to hours of work, arrival/departure time, weekly holiday etc.

The employees attending office shall be required to register their time of arrival and departure in biometric system. In units of SHSB/DHS where biometric system for recording attendance has not been installed, the employees will register both entry and exit time in attendance register kept in the custody of unit head.

## **17. TRANSFER POLICY**

The normal tenure of posting of an employee working in the office of SHSB/DHS or any of its unit shall be minimum three years. In the event any employee is transferred from his place of posting pre-maturely without completing the normal tenure of three years, such transfers shall require specific sanction of the Executive Director, SHSB.

During the first year of employment, request for change of place of posting/transfers shall not be considered. Transfer of the employee shall be considered only under the following conditions: -

- a) Transfer of employees in respect of five DPMU positions – DPM/DAM/DPC/DCM/DM&EO from one district to another on consent/administrative ground.<sup>6</sup>;
- b) Transfers for posting at the same or nearest station/place where spouse is posted subject to the condition that the spouse is employed in State undertaking or State Government of Bihar<sup>7</sup>;&
- c) The services of employees of State Health Society Bihar are however transferable to any place within Bihar<sup>8</sup>.

Employee seeking transfer on spouse ground shall make a written request through his reporting officer specifying the reasons for seeking such transfer with supporting documentary evidence with respect to place of posting of his spouse. In case of transfer on consent as at 'a' above, request letter from the employee detailing the justification for seeking such transfer and consent letter

<sup>6</sup>28<sup>th</sup>/12 Meeting of the Governing Body

<sup>7</sup>29<sup>th</sup>/19 Meeting of the Governing Body

<sup>8</sup>Bihar Financial and Service Rules 2005 Part-II Para 2.2 amended to delete stipulation of transfer outside Bihar

of the employee willing to be posted in his/her place of posting shall be required to the submitted.

Requests for transfer received from employees shall be considered on merit subject to availability of vacancy. On acceptance of the request transfer, the employee transferred shall be required to sign a fresh 'Contractual Employee Service Agreement' with the concerned authority where he/she has been transferred on the same terms and conditions as in previous agreement. There shall be no incidentals cost to the society on account of such transfers.

Transfer of employees in the interest of SHSB will qualify for reimbursement of rail fare for self and family, freight charges for movement of personal effects from one station to another including joining time<sup>9</sup>.

- The employee on transfer will be entitled to Joining time of maximum 5 working days.
- The contractual employees on joining time shall be regarded as on duty and shall be entitled to pay, which he would have drawn if he had not been transferred
- The transfer of contractual employees as consequences of misconduct will not qualify for joining time.
- Joining time admissible may be reduced or refused by the Competent Authority.

The Competent Authority to consider and approve transfer will be the Executive Director, SHSB. No transfer can be ordered without his explicit sanction.

#### **18. AGE OF RETIREMENT:**

The date of retirement by superannuation of employee of Government of Bihar on deputation to SHSB shall be the date on which he attains the age of 60 years. He may be retained in the service after the date of superannuation with the sanction of the Competent Authority in the interest of the work, which must be recorded in writing but shall not be retained after the age of 65 years.

Provided further that the date of superannuation of an employee shall be the afternoon of the last day of the month in which he attains the age as specified.

The Contractual employee excluding medical doctors will cease to be employee upon attaining 60/65 years of age. The doctors will however cease to be employees on attaining 67 years of age.

#### **19. RECORDS OF SERVICE**

- a) A digital record of service of each employee shall be maintained in e-HRMS from the date of his first appointment to the service of the organization.

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<sup>9</sup>Bihar Financial and Service Rules 2005 Part-II Para 2.3

- b) The personal details of the employee shall be updated by the employee from time to time in e-HRMS.
- c) The record of service of an employee shall contain his leave record, Annual Performance Report, training record, transfer and posting record.

**20. INTERPRETATION:**

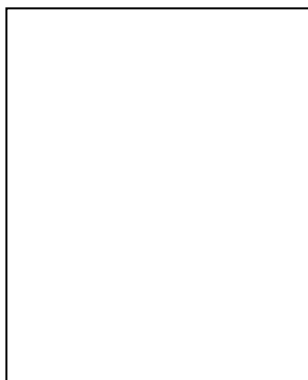
Wherever there is any doubt about the meaning or extent of application of any of these Provisions, the decision of the Chief Executive Officer thereon shall be final and binding.

**21. AMENDMENTS**

The Society reserves the right to amend, modify or add to these rules, from time to time, and all such amendments, modifications or additions shall take effect from the date of issuance of order.

**21. FORMATS OF DOCUMENTS TO BE EXECUTED ON FIRST APPOINTMENT**

1. Attestation Form
2. Marriage Declaration Form
3. Character and Antecedent Certificate
4. Self-Verification Form
5. Nomination Declaration Form
6. Contractual Employee Service Agreement
7. Employment Bond
8. Statement of Assets & Liabilities

**State Health Society Bihar****ATTESTATION FORM**

1. The furnishing of false information or suppression of any factual information in the Attestation Form would be a disqualification, and it is likely to render the candidate unfit for employment in the State/District Health Society, Bihar.
2. If detained, arrested, prosecuted, bound-down, fined, convicted, debarred, acquitted etc. subsequent to the completion and submission of this form, the details should be communicated immediately to the authorities to whom the attestation form has been sent earlier, failing which it will be deemed to be a suppression of factual information.
3. If the fact that false information has been furnished or that there has been suppression of any factual information in the attestation form comes to notice at any time during the service of a person his services would be liable to be terminated.

1. Name in full (in block capitals) with aliases, if any (Please indicate if you have added or dropped at any stage any part of your name or surname)

SURNAME

NAME

2. Present address in full i.e. Village, Thana and District or House number, Lane/Street/Road and Town (Pin Code)

3. (A) Home address in full i.e. Village, Thana and District, or  
House number, lane / Street

4. Family Particulars:-

i) Father :

---

ii) Mother :

---

- iii) Wife/Husband: \_\_\_\_\_
- iv) Brother(s) : \_\_\_\_\_
- v) Sister(s): \_\_\_\_\_
- vi) Son(s) : \_\_\_\_\_
- vii) Daughters(s) : \_\_\_\_\_

5. Nationality

6. (a) Date of birth

(b) Age at Matriculation (Date)

7. (a) Place of birth, District and State in which situated

(b) District and State to which you belong

(c) District and State to which your father originally belongs

8. (a) Your Religion

(b) Are you a member of **SC & ST/BC/MBC/EWS/WBC**

Answer 'Yes' or 'No'

9. Educational Qualification showing places of education with years in Schools and Colleges.

Name of Institute (School/College)	Course	Major Subject	Minor Subject	Examination passed		
				Duration of Course	Month & Year	%age of marks

10. (A) Are you holding or have any time held an appointment under the Central or State Government or Quasi Government body or an Autonomous body or a public undertaking or a private firm or institution? If so, give full particulars with dates of employment up-to-date.

---

Period From To	Designation, emoluments and nature of employment	Full name and address of employer	Reasons for leaving previous service

(B) If the previous employment was under the Govt. of India, a State Government/an Autonomous Body/University/Local Body, if you had left service on giving a month's notice, were any disciplinary proceedings framed against you, or had you been called upon to explain your conduct in any matter at the time you gave notice of termination of service, or at a subsequent date, before your service actually terminated?

11. (i) Have you ever been arrested ? Yes/No
- Have you ever been prosecuted ? Yes/No
- Have you ever been kept under detention ? Yes/No
- Have you ever been bound down ? Yes/No
- Have you ever been fined by a Court of Law ? Yes/No
- Have you ever been convicted by a Court of Law for any Offence ? Yes/No
- Have you ever been debarred from any examination or rusticated by any University or any other educational authority/institution ? Yes/No
- Have you ever been debarred / disqualified by any Public Service Commission /Staff Selection Commission for any of its examination/selection ? Yes/No
- Is any case pending against you in any Court of Law at the time of filling up this attestation form? Yes/No
- Is any case pending against you in any University or Yes/No



any other educational authority/institution at the time of filling up this attestation form ?

Whether discharged / expelled/withdrawn from any training institution under the Government or otherwise.

Yes/No

- (ii) If the answer to any of the above mentioned questions is 'Yes' give full particulars of the case/arrest/detention/ fine/ conviction/ sentence/punishment etc. and/or the nature of the case pending in the Court/ University/ Educational Authority etc. at any time of filling up this form.

### (ATTESTATION)

Note:-

- (i) Please also see at the top of this attestation form.  
 (ii) Specific answer to each of the questions should be given by striking out 'Yes' or 'No' as the case may be.

12. Name of two responsible persons of your locality or two references to whom you are known.

Name & Complete Address

1. \_\_\_\_\_

2. \_\_\_\_\_

I certify that the foregoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances which might impair my fitness for employment under Government.

Sign. of Candidate \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**MARRIAGE DECLARATION AT THE TIME OF JOINING**

I, Shri/Smt./Kumari \_\_\_\_\_  
son/wife/daughter of \_\_\_\_\_ hereby declare  
that:-

- (a) I am already married and have not more than one wife living and I will not contract another marriage without first obtaining permission of the State Health Society/District Health Society, Bihar of India and special dispensation from the Government of Bihar, notwithstanding that such subsequent marriage is permissible under the personal law for the time being applicable to me.
- (b) I am already married and my marriage is not void by reason of the husband having a wife living at the time of such marriage or I have not married a person who has wife living at the time of such marriage.
- (c) I am married and declare to be governed by clause 1(a)(b) above in the event of my marrying subsequently.

Signature \_\_\_\_\_

Name in full \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

**CHARACTER AND ANTECEDENT CERTIFICATE**

Certified that I have known Shri/Smt./Kumari \_\_\_\_\_  
 \_\_\_\_\_ son/wife/daughter of \_\_\_\_\_  
 for the last \_\_\_\_\_ Years \_\_\_\_\_ months, and to the best of my  
 knowledge and belief he/she bears a good moral character and has no antecedents  
 which should render him/unsuitable for employment in State Health Society, Bihar/  
 District Health Society.

Shri/Smt./Kumar \_\_\_\_\_ is  
 not related to me.

Signature \_\_\_\_\_

Name in full \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Designation and Seal

Office Telephone No.

**INSTRUCTIONS**

1. To be signed or counter-signed by Gazetted Officer of the Government of India or a State Government or Magistrate 1<sup>st</sup> Class or a Member of the Parliament or State Legislature.
2. Signatory's designation may also be given in block letters.
3. Period, for which the vouching officer should have known the candidate should be at least one year.
4. The certificate should be of recent date.

**VERIFICATION FORM TO BE FILLED IN BY CANDIDATE**  
**AT THE TIME OF APPOINTMENT**

1. Name of applicant
2. Name of the post applied for
3. Has the applicant been previously employed by the Central/State Government

No/Yes

4. If yes, details thereof :-

Department/office in which previously employed with address	Designation on appointment and last designation	Scale of pay and last pay drawn	Reason for leaving

5. Did the applicant previously apply without success for an appointment under SHSB/DHS ?  
No / Yes
6. Has the applicant ever been convicted by a court of law of any offence? If the Answer is in the affirmative, the full particulars of conviction and the sentence should be given.  
No / Yes
7. Whether related to any Executive of the Society, if so, how?

I solemnly declare that the above statement is correct and that I have not suppressed any disqualifying antecedent about me. I understand that if it is subsequently found that the statement is false in any material respect, and that I have failed to disclose my true antecedents, not only will my appointment be liable to be terminated, but I will also be liable to be prosecuted.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### **NOMINATION DECLARATION**

I , \_\_\_\_\_ whose particulars are given in the statement below, nominate the person of my family as mentioned below, to receive the money due to me in the event of my death, if occurs, while in service.

Name & Address of The Nominee	Relationship with the employee	Age of Nominee	Contingencies on the happening of which the Nomination shall become invalid	Name & Address of family member to whom the right of nominee shall pass in the event of his/her death

Note : "Family" means wife and legitimate children of the employee and not any other relation.

1. Name of the Employee in Full : \_\_\_\_\_
2. Designation : \_\_\_\_\_
3. Sex : \_\_\_\_\_
4. Address of Office were posted : \_\_\_\_\_
5. Permanent Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature / Thumb Impression of the Employee

#### DECLARATION BY WITNESS

Nomination signed/Thumb impressed before me :-

Name of Witness (In full)

Signature of Witness

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

**MEDICAL CERTIFICATE UNDER ARTICLE 49  
CIVIL SURGEON REGULATIONS**

I do hereby certify that I have examined Shri/Smt./Kumari .....  
..... a  
candidate for the employment in the .....  
.....  
department of ..... and  
cannot discover that he/she has any disease, constitutional affection bodily  
infirmity except ..... I  
consider/do not consider this disqualification for employment in the office  
of .....

His/her age according to his/her own statement .....  
years and by appearance is about ..... years (in words) .....  
..... years.

Place .....

Date .....

Civil Surgeon

**DECLARATION BY THE CANDIDATE**

I ..... a candidate for  
employment in the .....  
Department of ..... and  
hereby declare that I have not any time been pronounced unfit for  
Government Employment by the Medical Board of duly constituted Medical  
Authority Medical Authority.

Signature of the Candidate

L.T.I. of the Candidate taken in my presence.

Civil Surgeon cum Chief  
Medical Officer

## **CONTRACTUAL EMPLOYEE SERVICE AGREEMENT**

**(SHSB Employee)**

THIS AGREEMENT is made on the \_\_\_\_\_ (~~dd-mm-yyyy~~) by and BETWEEN:

State Health Society, Bihar having its office at "Parivar Kalyan Bhawan", Sheikhpura, Patna - 800014 hereinafter referred to as the "Society", "SHSB", the first party.

And

\_\_\_\_\_ (Name of Candidate), S/W/D of \_\_\_\_\_ Resident of \_\_\_\_\_ Pin-\_\_\_\_\_ (Permanent Address), hereinafter referred to as the "Contractual employee", the second party.

Whereas, the Society desires to employ and retain the services of contractual employee according to the terms and conditions herein.

### 1. Commencement of Agreement

The agreement of the Contractual employee shall be deemed to have commenced from \_\_\_\_\_ (Agreement starting date).

### 2. Nature of agreement

This is a time bound employment on contract basis and the contractual employee cannot and will not claim for any permanent employment.

### 3. Duties as Contractual employee

The Contractual employee's job title shall be \_\_\_\_\_ (Name of Post).  
The Contractual employee's roles and responsibilities will be as per terms of reference (TOR) or as decided/assigned by the Executive Director, SHSB. Responsibilities once assigned may change as and when required.

The Contractual employee will be responsible for efficient, satisfactory and economical operations in the areas of responsibility assigned.

### 4. Place of Employment

The Contractual employee shall be stationed in \_\_\_\_\_, Bihar (Place of Posting) under this agreement or in any place within Bihar as required for the proper performance and exercise of the duties and powers and the contractual employee may be required to travel on the business of the Society or any Associated organization as may be required.

### 5. Remuneration

In consideration of the performance of duties hereunder, the Contractual employee would be paid the remuneration \_\_\_\_\_ of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month.

Yearly increments may be payable as per the decision made by the State Health Society, Bihar and depending upon the availability of funds.

### Income Tax

As per decision under Memo No. 1072 dated 31-12-2012 by the I.T. Commissioner (Appeals), the Statutory Income Tax deduction will be made U/S 192 of IT Act from second party by the Society.

TDS Certificate will be furnished as per prevailing laws. The responsibility of paying tax on total income and filing the Income Tax returns shall be of the Second Party.

#### 6. Term of Agreement

The recruitment may be valid till 60 years of age of the second party subject to the conditions mentioned in para-15 as well as following conditions.

- (i) Satisfactory performance evaluated by the competent authority,
- (ii) Continued requirement of the position by the Society, and
- (iii) Approval of the position by the Government of India in ROP of National Health Mission and availability of fund for the concerned position;

At the end of 60 years, the term of employment may be extended further for 5 years till the age of 65 years and for 7 years till the age of 67 years only for medical officers subject to the conditions mentioned below:

- (i) The contractual employee is of good health to continue the service.
- (ii) Throughout his term of employment, the contractual employee has maintained honesty and integrity.
- (iii) Satisfactory performance of service.

#### **Probation Period: (applicable only for new employee)**

The first three months after the commencement of the agreement shall be "Probation Period". If the services of the contractual employee is not found satisfactory as per the roles and responsibilities detailed out in the TOR, the agreement may be terminated by the Society during/after expiry of probation period by assigning reasons thereof without giving any notice. The Society reserves the right to terminate this agreement any time on account of unsatisfactory performance/objectable behavior by the contractual employee.

#### **Bond to be executed (applicable only for new employees)**

The contractual employee would be under the obligation to serve the Society for **minimum first 11 months of employment** as defined and agreed in the employment bond marked as Annexure A to this agreement.



## 7. Reporting

The contractual employee shall follow the reporting structure as mentioned below:

PMS Reporting Structure				
Sl No.	Position	Reporting Officer	Reviewing Officer	Accepting Authority
<b>BPMU</b>				
1	All BPMU (Administrative Position)	MO I/C/DPM	DPM & Civil Surgeon	District Magistrate
2	All BPMU (Program Related Position)	MO I/C/DPM	OIC (Officer In Charge Program)	State Program Officer
<b>DPMU</b>				
1	All DPMU Positions	Civil Surgeon	District Magistrate	Executive Director, SHSB
2	All District Level Program related position	Civil Surgeon	State Program Officer	Executive Director, SHSB
<b>RPMU</b>				
1	All RPMU Positions	RAD	AED Program	Executive Director, SHSB
<b>SHSB</b>				
1	All SPMU Positions	Cell I/c or SPO	AED	Executive Director, SHSB
2	SPO (Under NHM) & SPM	AED	Executive Director, SHSB	Principal Secretary, Health-cum-CEO, SHSB

## 8. Performance Management System:

The minimum performance benchmark statement is a part of the contract of all the individuals engaged under National Health Mission. Compliance to the benchmarks would be essential for continuity of contract of the incumbent.

## 9. Time and attention

- During the continuance of this Agreement the Contractual employee shall be fully involved to the Society and shall not deviate from his/her contractual obligation without the written consent of the undersigned or the reporting officer.
- The Contractual employee will not conclude any contract or agreement or incur any obligation or liability on behalf of or binding upon the Society, or sign any documents on behalf of the Society until so authorized.
- The Contractual employee will not be concerned or interested in any other business of a similar nature to or competitive with that carried on by the Society or any of its Associated organizations or which is a supplier or customer of the Society or of its Associated organizations in relation to its service.

## 10. Confidentiality and Data Protection

- The Contractual employee shall not (except in the ordinary course of duties), during or after the period under this agreement, divulge to any person whatever or otherwise make use of (and shall use his/her best endeavors to prevent the publication or disclosure of) any trade secret or any confidential information concerning this operations or finances of the Society or any of its dealings, transactions or affairs or any trade secret or any such confidential information concerning any of the Associated organizations or any of their suppliers, agents, distributors or customers.

authorized in that behalf at the termination of his/her agreement or at the request of the Board at any time during the course of this agreement.

- c. During the tenure of this agreement, contractual employee shall not accept any assignment which is in conflict with the interest of the Society or its associates.

#### 11. Return of Property

The contractual employee acknowledges that all files, customer records, lists, books, records, literature, software products and work products developed by the contractual employee in the course of his/her employment with the Society, and other materials owned by the Society and used by the contractual employee in connection with the conduct of business by the Society shall at all times remain the sole property of the Society, and the contractual employee agrees that upon instruction and upon termination of the employment hereunder, howsoever arising, the contractual employee shall surrender to the Society all such files, customer records, lists, books, records, literature, products, software products, work products, and any copies thereof and all other property belonging to the Society.

#### 12. Resignation

- a. The contractual employee may resign from the service of the Society by giving notice of one month in writing addressed to the Executive Director, SHSB or on payment of one month's salary in lieu of such notice.
- b. The Executive Director, SHSB may, if it deems proper in any special circumstances, permit an employee to resign from the service of the State Health Society, Bihar by notice of less than a month.
- c. The resignation shall be effective after its acceptance by the Executive Director, SHSB

#### 13. Re-employment of Service

- a. An employee whose services have been terminated from the Society shall not be able to seek a reemployment of any type at any stage with the Society.
- b. An employee who resigned from the Society shall not be able to seek a reemployment on the same post which was held earlier by him/her with the Society.

#### 14. Termination of Agreement

The Society retains the right to terminate this Agreement with/without providing 30-days written notice. However, the right to termination shall be exercised under the following circumstances:

- a. If it is found anytime during the service of the contractual employee that he/she has provided false information to support his/her candidature for the position or the police Verification report is found against him/her, the Society retains the right to terminate this agreement with immediate effect without giving any notice to the contractual employee in writing.
- b. On the judgement of the Executive Director, SHSB that the activities and behaviour of the Contractual employee is inappropriate, endangers the success of the programme or contravene local laws and customs; the Society shall exercise the right to terminate this agreement with immediate effect without giving any notice to the contractual employee in writing.
- c. On the judgement of the Executive Director, SHSB, if it is found that the contractual employee is using the resources of the Society or his/her present position for personal gains or favours, the Society retains the right to terminate this agreement with immediate effect without giving any notice to the contractual employee in writing.
- d. During the course of service, the contractual employee will be handling public money. Any misutilisation, misappropriation, defalcation-temporary or permanent of money, any act of omission/commission leading to loss of money to Society/Government or undue gain to any entity will be recoverable from the contractual employee after due enquiry. Such recoverable money will be part of 'public demand' as defined in the Public Demand Recovery (PDR) Act, 1914. In such scenario, the Society shall terminate this agreement with immediate effect without giving any notice to the contractual employee in writing.



of 'public demand' as defined in the Public Demand Recovery (PDR) Act, 1914. In such scenario, the Society shall terminate this agreement with immediate effect without giving any notice to the contractual employee in writing.

- e. If the performance of the contractual employee is found unsatisfactory or against the interest of the Society by the competent authority, then in this case the services of the contractual employee is liable to be terminated after giving 30 days notice. However, he/she may file an appeal before the Chief Executive Officer, SHSB within 30 days against the challenged order.
- f. If the contractual employee remains unauthorized absent for 15 days or above, then his/her post shall be deemed to be vacant and action for his/her termination will be taken by the Executive Director, SHSB.

#### 15. Service Rules

- a. The Service of the contractual employee may be terminated by the Executive Director, SHSB by giving a notice of one month in writing to the employee or on payment of one month's salary in lieu of such notice.
- b. the service of the contractual employee shall stand terminated:-
  - (i) If the appointment is made for a specified period on the expiry of such period.
  - or
  - (ii) If the appointment is made against temporary post, on the abolition of the post or on the expiry of the period for which the post is created.
  - or
  - (iii) If the contractual employee fails to resume duty on the expiry of the maximum period of leave/extraordinary leave granted and after the explanation, if any in reply to a show cause notice, which should be given in all such cases, has been taken into account.

#### 16. Leave Rules

If the contractual employee remains absent for 15 days or above then his/her post shall be deemed to be vacant and action for his/her termination will be taken by the Executive Director, SHSB.

- a. The contractual employee will be allowed to avail leave as per the rules of the Society and with prior approval of the competent authority.
- b. That Contractual employee shall not be entitled to be paid for overtime. The Contractual employee's salary shall be deemed to cover these items. Any grant of leave to the Contractual employee shall not be a matter of right and shall be subject to the prior approval of the Executive Director or any other person authorized by him, to ensure that the absence for leave purposes will not delay the progress and adequate supervision of the programme.
- c. In case of sickness, the concerned authority must be informed before the schedule time in all cases where a contractual employee is unable to attend the place of work. A Medical Certificate is to be furnished if absence exceeds beyond three consecutive days if required by the competent authority.

#### 17. Settlement of Disputes

Both parties to this Agreement shall make every attempt to resolve in an amicable way all difference concerning the interpretation of this Agreement. Any dispute which cannot be resolved by both parties and any claim otherwise arising in connection with this Agreement shall be referred to the Chief Executive Officer cum Principal Secretary, Department of Health, Government of Bihar and in case of failing such dispute, the same will be resolved under the jurisdiction of the competent court at Patna only.

#### 18. Changes to the Terms and Conditions of the agreement

The Society reserves the right to make reasonable changes to any of the terms and conditions under this Agreement and will notify the Contractual employee in writing of such changes at the earliest

opportunity and, in any event within one month after such changes has taken effect. Such changes will be deemed to be accepted unless the Contractual employee notifies the Society of any objection in writing before the expiry of the said notice period.

**19. Contractual Employee and Regular Employee**

Service rules of the regular employees of the Society (the employees posted by the Govt. in the Society) shall not be applicable to the contractual employee, being in a contractual engagement under this agreement.

The Contractual employee will confirm acceptance of the terms of this Agreement by signing and returning a copy to the Society.

**20. Society policies**

The contractual employee will adhere to Society's established service rules, policies and procedures that may be introduced from time to time.

**For, State Health Society, Bihar**

**Accepted**

**Authorised Signatory**

**Signature of Contractual employee**

Date: .....

Date: .....

**EMPLOYMENT BOND**

THIS AGREEMENT is made on the ..... (dd-mm-yyyy) between State Health Society, Bihar having its office at (Address of SHSB) hereinafter referred to as the "Society", the first party  
and

(Name of the Appointee) ..... residing at (Address of the Appointee) .....  
..... (hereinafter called the "Appointee") of the other part

**WHEREAS**

The Society is desirous of appointing (Name of the appointee) ..... as ..... (Designation) ..... and the Appointee has agreed to on the terms and conditions outlined here below

**NOW THIS AGREEMENT WITNESSES AS FOLLOW:**

1. The said (Name of the appointee) ..... is hereby appointed as the (Designation) ..... in the Society and s/he will hold the said office, subject to the provisions made hereinafter, for the term of 11 months from the date of this agreement.
2. The Society shall deduct 1/4<sup>th</sup> salary of first four months of employment (i.e. total of one month salary) which shall be deposited with the society in lieu of compensation in case the employee fails to serve the complete bond period. Only upon completion of the bond period of 11 months, the said deposited amount shall be returned to the employee.
3. The said Appointee shall not resign his/her post of ..... till the end of this bond period. Incase the employee fails to serve the bond period of 11 months, the employer shall not be bound to issue the No Objection Certificate and Experience Certificate for the services rendered by the employee.
4. The society may terminate this agreement at any time before the expiry of the stipulated term by giving one month's notice in writing to the appointee. The society can terminate the contract any time if it is found-
  - Any material or persistent breach of any of the provisions committed,
  - Guilty of any default, misconduct or neglect in the discharge of the duties affecting the working of the society.

**Signature**  
**(Appointee's Name)**



**STATEMENT OF ASSETS & LIABILITIES****PART-A****STATEMENT SHOWING DETAILS OF MOVABLE ASSETS ON FIRST APPOINTMENT AND ALSO ON 1ST JANUARY OF EACH CALENDAR YEAR.**

NAME :-  
 GENDER :-  
 DATE OF BIRTH :-  
 CATEGORY (A/B/C) :-  
 DESIGNATION :-  
 OFFICE WHERE POSTED  
                     SHSB/DHS :-  
 DATE OF JOINING :-  
 PERMANENT ADDRESS :-

**DETAILS OF MOVABLE ASSETS:-**

(Assets in joint name indicating the extent of joint ownership will also have to be given)

S.N.	Description	Self	Spouse Name	Dependent-1 Name	Dependent-2 Name	Dependent-3 Name
1	2	3	4	5	6	7
(i)	Cash					
(ii)	Deposits in Banks, Financial Institutions And Non-Banking Financial Companies					
(iii)	Bonds, Debentures and Shares in companies					
(iv)	Other financial institutions, NSS, Postal Savings, LIC Policies, etc					
(v)	Motor Vehicles (details of make, etc.)					
(vi)	Jewellery (give details of weight and value)					
(vii)	Other assets, such as values of claims / interests					

Note: Value of Bonds / shares / Debentures as per the latest market value in Stock Exchange in respect of listed companies and as per books in the case of non-listed companies should be given.

\*Dependent here means a person substantially dependent on the income of the employee

### **STATEMENT OF ASSETS & LIABILITIES**

#### **PART-B**

#### **I. STATEMENT SHOWING DETAILS OF IMMOVABLE ASSETS ON FIRST APPOINTMENT AND ALSO ON 1ST JANUARY OF EACH CALENDAR YEAR (e.g. Lands, House, Shops, other Buildings, etc.)**

S.N.	Description	Self	Spouse Name	Dependent-1 Name	Dependent-2 Name	Dependent-3 Name
1	2	3	4	5	6	7
(i)	Agricultural Land - Location(s) - Survey number(s) - Extent (Total measurement) -Current market value					
(ii)	Non-Agricultural Land - Location(s) - Survey number(s) - Extent (Total measurement) -Current market value					
(iii)	Buildings (Commercial and residential) Location(s) - Survey /door number(s) - Extent (Total measurement) - Current market value					
(iv)	Houses / Apartments, etc. - Location(s) - Survey /door number(s) - Extent (Total measurement) - Current market value					
(v)	Others (such as interest in property)					

## II. LIABILITIES

I give herein below the details of my liabilities/over dues to public financial institutions.

(Note:- Please give separate details for each item)

Sr. No.	Description	Name and Address of Bank/ Financial Institution(s)	Amount outstanding as on date of appointment.
(a)	(i) Loans from Banks		
	(ii) Loans from financial institutions		

**I hereby declare that the above details are true to the best of my knowledge and belief.**

Place : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

**Note: Please sign each page of the declaration. Asset declaration form must be in A4 size white paper with computer typed (single side) in prescribed format.**



**Annexure-X**  
**State Health Society Bihar**  
**FORM-11**  
**THE EMPLOYEES' PROVIDENT FUND SCHEME 1972**

Declaration by a person taking up employment in SHSB/DHS

I \_\_\_\_\_ S/W/D\* of \_\_\_\_\_ do hereby solemnly declare that I am / I am not

\*(a) A member of the Employees' Provident Fund;

\*(b) A member of a Private Provident Fund of an exempted establishment/ an establishment granted relation under Para 79 of the Scheme and but for such exemption\*/ relation would have become and continued as a member of the Employees' Provident Fund:

\*(c) An employer exempted under Para 27/27-A of the Employees' Provident Fund Scheme, 1952 and but for such exemption would have become and continued as a member of the Employees' Provident Fund.

I also declare that I was not employed / I was employed in M/s \_\_\_\_\_ (Name and full address of the establishment) which is/is not covered establishment in any covered establishment under the Employees' Provident Funds Act, 1952. My Provident Fund Account No. is/was \_\_\_\_\_. I further declare I have/have not withdrawn the total accumulation standing to my credit in the Fund.

\*\*Signature of right/left thumb

Impression of the Employee

Name of the Present Employer

## **CHAPTER – 3**

### **RECRUITMENT AND SELECTION**

#### **1. SHORT TITLE & APPLICATION:**

- a) These Rules may be called SHSB/DHS Recruitment Rules, 2005 as amended in 2021.
- b) These Rules shall regulate the method of selection for recruitment to posts sanctioned/created/approved in the ROP of the society on contractual basis.
- c) These Rules shall come into force from the date of issuance of order.

#### **2. OBJECTIVES**

- To provide competent personnel in terms of capabilities, skills, qualification, aptitude, merit and suitability in terms of approved Human Resource Plan for successful implementation of Health Care Programmes/Projects.
- To provide a system which is conducive to equity and fairness and at the same time accountable, impartial and transparent in the matter of recruitment.
- To ensure placement of right person for the right job at right time.
- To ensure compliance with State Government Policy and directives issued from time to time on recruitment.

#### **3. CATEGORIZATION OF POSTS**

The HR Categorization would be applicable to all the Contractual employees recruited under NHM, working, aiding, facilitating at all levels in all locations of State Health Society, Bihar (SHSB) & District Health Society, Bihar. Categorization of post shall be as under based on:

- i. Entry Level Salary; and
- ii. Criticality & importance of Roles and Responsibility assigned to the post.

<b>Category</b>	<b>ENTRY LEVEL SALARY RANGE (INR)</b>
<b>A</b>	<b>45,000 &amp; ABOVE*</b>
<b>B</b>	<b>44,999 to 20,000</b>
<b>C</b>	<b>19,999 &amp; Below</b>

*\*As an exception based on the roles & responsibilities, District Program Manager & Regional Program Manager shall be in category A.*

## Mode of Recruitment

Every person appointed under NHM to any post in SHSB/DHS will either be on contract or on deputation & shall be for a specific period to be decided by the Executive Committee/Governing Body but not beyond the project(s)/program(s) period under which the post has been sanctioned and the person is appointed.

The following methods will be applicable for recruitment of employees on contract in the Society:

- a) **Appointment from the open market;**
- b) **Appointment on Deputation Basis;**
- c) **Individuals recruited and paid for by an outside agency;**  
(Govt. of India & Development partners) but posted to work in Society Secretariat.<sup>1</sup>
- d) **Campus Recruitment<sup>2</sup>**

## 4. DELEGATION OF AUTHORITY

Before initiating recruitment process different category of posts shall be required to be sanctioned/ approved in the ROP of the State and by the Governing Body. Once the post is sanctioned, the Chief Executive Officer (CEO) will approve the selection process to be adopted for filling up the sanctioned posts and also consequential vacancies on account of retirements, resignation etc.

- (a) The Chief Executive Officer, SHSB will determine weightage of Educational Qualification, Experience, Competency test/interview etc. for a particular post;
- (b) The Selection Committee will be constituted under Chairmanship of Executive Director, SHSB<sup>3</sup>;
- (c) The Executive Director will constitute Selection Committee for competency test/interview and also approve TOR for any particular post.<sup>4</sup>

## 5. CLUBBING OF VACANCIES

The process of filling up vacant post one at a time, taking into account the laid down recruitment process would entail minimum 2 to 3 months' time, from the date of notification of vacancy in the press/website of the society till joining of the new incumbent. Therefore, to expeditiously complete the recruitment

<sup>1</sup>State Health Society Bihar, Financial and Service Rules, 2005. Part-II, Para-1

<sup>2</sup>Governing Body Meeting No. 29/22 dated 11.12.2019.

<sup>3</sup> In Amendment-2, Rule-3(b) of SHS Bihar, Financial and Service Rules, 2005

<sup>4</sup> Governing Body Meeting No. 24/3 dated 23.02.2016.

process of positions having similar educational qualification and pay shall be clubbed and steps taken to fill such vacancies.<sup>5</sup>

#### **6. RE-EMPLOYMENT OF RETIRED OFFICIALS OF GOVT. OF BIHAR.**

The role and responsibilities of SHSB is such that it calls for engagement of personnel having requisite skills and experience. To meet the manpower shortfall, services of retired Officials of Govt. of Bihar shall be taken and such re-employed retired officials shall receive monthly remuneration i.e. pay less pension subject to reservations and instructions of GAD, Govt. of Bihar.<sup>6</sup>

#### **7. HIRING OF PROFESSIONAL FIRM ENGAGED IN RECRUITMENT**

Considering the enormous task of undertaking recruitment of large number of employees on an annual basis the society shall engage professional firm on tendering basis for undertaking tasks relating to recruitment including computer based test.<sup>7</sup>

A professional HR Agency shall be hired following Transparent Commercial procedure. Criteria required for selection of the vendor shall be appropriately defined and notified in local newspaper and on website of the society. The selection shall be made on the basis of predetermined criteria only.

The scope of the work shall be required to be elaborated and classified as per the need of the society and confidentiality clause must be included in the contract with a provision that in case any information is divulged which may jeopardize the recruitment process, the agreement will automatically be cancelled/terminated.

Risk purchase condition including termination clause will be appropriately included in the contract to protect the interest of the society in case of failure on the part of agency to deliver quality and timely service.

The hired agency will adhere to the provisions of IT Act 2000 and provide system and procedures that is secured from unauthorised access and misuse.

The agency shall be required to set up “A Help Desk” for clarifying queries/doubts replies of e-mails, raising queries or clarification from the candidates. Contact details of the Help Desk such as phone number, e-mail id etc. shall be required to be hosted on the Society's website.

The venue for settlement of dispute/arbitration will be Patna only.

#### **8. GUIDELINES FOR DIRECT RECRUITMENT ON CONTRACT**

The following guidelines shall be adopted:

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<sup>5</sup>Governing Body Meeting No. 29/21 dated 11.12.2019.

<sup>6</sup> Governing Body Meeting No. 22/7 dated 07.12.2015.

<sup>7</sup>Governing Body Meeting No. 29/21 dated 11.12.2019.

- i) Applications would be invited by advertising the posts giving relevant information regarding the nature of the post, role and responsibilities, qualification, pay, number of posts reserved, age relaxation applicable to persons belonging to reserved category, etc.
- ii) Based on defined eligibility criteria application received from the job aspirants shall be screened for short listing eligible candidates. The short listing exercise shall be undertaken by a screening panel constituted by the society/HR agency.
- iii) For recruitment to various positions in the Society depending upon the level of the post, selection criteria would involve computer based test, group discussions and interview. For some positions, the recruitment shall be based on group discussions and interview/academic score. For senior positions the selection would be on the basis of only oral test by means of an interview. In respect of MBBS Doctors/Specialist the recruitment shall be on the basis of professional qualification held.
- iv) To maintain transparency and equity in the process of recruitment, the parameters laid down for selection shall be clearly defined in the vacancy notification.
- v) Departmental candidates shall be eligible to apply against the advertised post provided they have the necessary qualifications and experience, as prescribed in the advertisement. The age restriction in case of departmental candidates shall be relaxed by maximum 5 years.
- vi) All appointments to the posts in various levels shall be made on the basis of recommendations of the Selection Committee constituted with the approval of the Executive Director, SHSB in terms of extant Rules of the Society.
- vii) The candidates shall be considered for appointment to the available vacancies in the order in which their names are placed by the Selection Committee. The panel of selected candidates shall remain valid for a period of one year.

## **9. TERMS OF DEPUTATION OF EMPLOYEES FROM THE GOVERNMENT**

The authority to appoint CEO/ED/AED of SHSB and on the posts specified by State Government will vest with the Government of Bihar.

In respect of other posts the appointment of employees from the Government departments and other instrumentalities of the State Government of Bihar shall be in accordance with the terms and conditions of deputation/Foreign Service stipulated by the Government of Bihar. Once appointed, the employee on deputation shall be governed by the rules and

regulations of the Society, to the extent that they are not in contravention with the terms and conditions of service of their parent department.

#### **10. CAMPUS RECRUITMENT**

Campus recruitment process can be adopted for filling up posts like specialist Doctors, Medical Officers, Consultants at Junior Level, BHM/Hospital Manager. The selection of institutions/modalities of selection procedure will be decided by the Executive Director SHSB based on post proposed to be filled and its TOR.<sup>8</sup>

#### **11. OUTSOURCING OF SUPPORT SERVICES**

Individuals to man the positions particularly of support & Auxiliary services like Assistant, Typist, Stenographer, Accountant, Data Entry Operators, Receptionist, Driver, Guard and office boy shall be outsourced by entering into a contract with a single or multiple service provider agency/ies. The service providers shall be empaneled by the society and services sought as per the procurement norms.

To safeguard the interest of the society the service provider shall indemnify the society from applicable Industrial Legislations and shall be fully responsible for violation/noncompliance of Labour Laws and that society shall stand indemnified against any claim or compensation of whatsoever nature in this regard by the service provider.

#### **12. ADVERTISEMENT**

To reach widest pool of prospective candidates, brief advertisement of vacancy will be published in the local/national newspapers. Complete details of the vacancy will be hosted on the website of the society.

#### **13. OFFER OF APPOINTMENT**

- i) Offer of appointment to the selected candidates will be issued in duplicate, specifying the terms and conditions of appointment on contract.
- ii) The Offer of appointment shall indicate the pay, other monetary benefits, terms and conditions of contractual employment, place of posting, etc.
- iii) Extension in joining time may be granted by the Appointing Authority on the request by the appointee.
- iv) An appointee to a post in the Society will be required to submit medical fitness certificate issued by the office of District Civil Surgeon or Govt. Hospital.

#### **14. SAVING CLAUSE**

Nothing in these rules shall affect reservations, relaxation of age limit and other concessions available to persons belonging to **SC & ST, BC, MBC, EWS, WBC,**

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<sup>8</sup> Governing Body Resolution No. 29/22 dated 11.12.2019.

**PWD, Grand Children of Freedom Fighters** in terms of orders issued by the State Government of Bihar.

All employees appointed in the Service of the Society on contract before these rules comes into force shall be deemed to have been recruited on contract under these rules.

**15. POWER TO RELAX**

Where the Competent Authority is of the opinion that it is necessary or expedient to do so, it may with the approval of Governing Body, relax any of the provisions of these rules with respect to any class or category of employees.

**16. AMENDMENTS**

The Society reserves the right to repeal the entire policy at any time with or without assigning any reasons whatsoever or amends, modify or add to these rules, from time to time, and all such amendments, modifications or additions shall take effect from the date issuance of order.

## **CHAPTER – 4**

### **LEAVE RULES**

#### **1. SHORT TITLE**

These Rules shall be called '**SHSB/DHS Leave Rules**', 2005 as amended in 2021.

#### **2. COMMENCEMENT**

These Rules shall come into force from the date of issuance of order.

#### **3. SCOPE OF APPLICATION**

These Rules shall apply to all employees of the SHSB/DHS appointed under NHM on contractual terms and conditions excepting –

- i) Casual or daily rated or part time employees
- ii) Temporary employees.
- iii) Employees of Government of Bihar on Deputation/Foreign Service to the Society to the extent applicable.

#### **4. GENERAL CONDITIONS**

- 4.1. Leave is to be regarded as a privilege. It is allowed both in the interest of the employee and that of the Society. The employee however, cannot claim leave as an unqualified right. When the exigencies of service so require, discretion to refuse or revoke leave of any kind is reserved to the authority empowered to grant it. This condition will however apply on Casual Leave and Earned Leave only.
- 4.2. Any claim to leave to the credit of employee, who is dismissed or removed or who resigns from the service of the Society ceases from the date of such dismissal or removal or resignation.
- 4.3. An employee who is dismissed or removed from service and is reinstated on appeal or revision, shall be entitled to count his former service towards leave.
- 4.4. Employee placed under suspension with the sanction of the Competent Authority may be exempted from marking attendance and permitted leave limited to casual leave only. In case of female employee under suspension apart from casual leave she will be entitled to special leave as admissible<sup>1</sup>.
- 4.5. If an employee on leave is recalled from leave, he is entitled to T.A. concessions as per his entitlement from the place of leave to place of duty. The leave in such cases shall end on the day the return journey commences.

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<sup>1</sup> Letter No. 8194 dated 05.09.2014 of Finance Department, Government of Bihar.



- 4.6. The limit as to how many employees may be granted leave at one time in each section/department/cell shall be decided by the Leave Sanctioning Authority.
- 4.7. An employee returning from leave shall ordinarily report back to the post where from he/she proceeded on leave, unless otherwise ordered to do so.
- 4.8. All applications for leave for three days or less shall be made at least 48 hours before the time from which leave is required. Applications for leave for more than three days shall be made at least 7 days before the date from the day the leave is required, except in special cases.
- 4.9. Request for extension of leave in all cases may be considered only if the same has been received from the employee giving reason for such extension sufficiently in advance before expiry of the leave granted to him. Extension of leave so requested by an employee shall not be considered as sanctioned unless a communication to that effect is received by that employee from the Competent Authority.
- 4.10. If the request for extension of leave is on grounds of illness of the employee, it shall be accompanied by a Medical Certificate from a Registered Medical Practitioner specifying the nature of illness. In case of repeated extensions on medical ground, Competent Authority may, if so desire, obtain opinion of Gazetted Medical Officer/District Civil Surgeon of the State Government before sanction of such extension of leave.
- 4.11. The Competent Authority on receiving the application for extension of leave may at its discretion, grant the extension asked for, or grant it for a lesser period or refuse the extension. Decision so arrived at, shall be communicated to the employee as soon as possible.
- 4.12. Where an employee has been sanctioned leave or an extension of leave on medical grounds, the employee will be required to produce MEDICAL FITNESS CERTIFICATE from the Attending Medical Officer at the time of resuming duty.
- 4.13. An employee shall not absent herself/himself from duty, without prior approval except under medical/Family emergencies. Even in such cases, intimation about absence shall be required be sent at the earliest.

Unauthorized absence from duty continuously for more than fifteen days, will be treated as misconduct and the employee concern shall be deemed to have vacated his post. In all such cases, the Executive Director will decide whether the employee should be permitted to join duty or otherwise.

## **5. CASUAL LEAVE**

- 5.1. The maximum period of Casual Leave, which is permitted to be availed is 12 days for SHSB employees and 16 days for all other employees posted in DHS.<sup>2</sup>
- 5.2. Casual Leave can be granted for half day also. If half day's leave is taken, the lunch interval will be taken as the dividing line.
- 5.3. The employees joining the service of the Society during the first quarter of the calendar year shall be entitled for full quantum of casual leave. In all other cases casual leave entitlement would be calculated on pro rata basis.
- 5.4. Un-availed casual leave would lapse at the end of each calendar year.
- 5.5. Intervening weekend and holidays will not be debited to the casual leave account. While weekend and holidays can be prefixed/suffixed to casual leave, the total absence excluding intervening weekend(s) and holidays should not exceed 8 days on any one occasion.
- 5.6. In case of completion of tenure of contractual employment, casual leave entitlement shall be proportionate to the period of service in the calendar year.
- 5.7. Casual leave not exceeding 4 days can be availed while on tour; but no daily allowance will be admissible for that period of causal leave.

## **6. MATERNITY LEAVE**

- 6.1. All such female employees who have rendered 80 days of service in the previous 12 months from the date of her employment in the Society shall be entitled to maternity leave upon production of medical certificate.<sup>3</sup>
- 6.2. A female employee with less than two surviving children may be granted maternity leave of 26 weeks. If a female employee delivers twins in her first delivery. She will be entitled to another maternity leave as and when she is pregnant. Such leave shall be limited to two occasions only.
- 6.3. The leave can be availed for a period extending upto a maximum period of eight weeks before the expected date of delivery and remaining period of 18 weeks post child delivery.
- 6.4. For children in excess of two surviving child, maternity leave of 12 weeks shall be admissible. The leave can be availed six weeks before the expected date of delivery and six weeks after post-delivery.
- 6.5. A female employee who legally adopts a child below the age of 3 months or commissioning mother shall be entitled to maternity leave for a period

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<sup>2</sup>GB Resolution No. 28/14 dated 24.01.2019 and Order No. SHSB/AO Cell/05/2019 dated 26.06.2019

<sup>3</sup> GB Resolution No. 28/14 dated 24.01.2019 and Order No. SHSB/AO Cell/05/2019 dated 26.06.2019

of twelve weeks from the date the child is handed over to the adopting mother or commissioning mother as the case may be.

- 6.6. Maternity leave may also be granted in case of miscarriage, including abortion subject to the condition that:
  - The period of leave does not exceed six weeks; &
  - The application for leave is supported by a certificate from a registered Medical Practitioner.
  - The certificate of a Civil Surgeon or a Gazetted Medical Officer may, however, be called for in case of doubt.<sup>4</sup>
- 6.7. Leave salary during such period shall be equal to the pay drawn by the employee concerned at the time of taking leave.
- 6.8. Maternity leave may be combined with leave of any kind but any leave applied for in continuation of maternity leave may be granted only if request is supported by medical certificate.<sup>5</sup>
- 6.9. Maternity leave shall not be debited against the leave account.
- 6.10. Female employee during the first year of her employment may be granted maternity leave of maximum 5 months subject to production of medical certificate. She will however be ineligible to avail maternity leave during initial 6 (six) months from the date of her joining. Such Maternity Leave will not qualify for leave salary.<sup>6</sup>

## **7. PATERNITY LEAVE**

- 7.1. A male employee with less than two surviving children, on completion of one year of continuous service from the date of employment may be granted Paternity Leave by an authority competent to grant leave for a period of 15 days, subject to production of medical certificate of his spouse, during the confinement of his wife for childbirth, i.e., up to 15 days before, or up to six months from the date of delivery of the child.
- 7.2. During such period of 15 days, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.
- 7.3. The paternity leave shall not be debited against the leave account.
- 7.4. If Paternity Leave is not availed of within the period specified above, such leave shall be treated as lapsed.
- 7.5. An employee during the first year of his employment may be granted paternity leave of maximum 15 days subject to production of medical certificate. He will however be ineligible to avail paternity leave during

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<sup>4</sup> Sub-Section (3)- Maternity Leave Rule, 220 of Bihar Service Code.

<sup>5</sup> Model Human Resource Development Policy notified by Department of Finance, Government of Bihar.

<sup>6</sup>GB Resolution No. 27/13 dated 21.02.2018.

initial 6 (six) months from the date of his joining. Such Paternity Leave will not qualify for leave salary.<sup>7</sup>

NB:- The Paternity Leave shall not normally be refused under any circumstances.

## **8. SPECIAL LEAVE**

All women employees shall be eligible to avail two days special leave every month for biological reason. This leave will be in addition to casual leave permitted in a year. Special leave of two days in continuity would be admissible.<sup>8</sup>

## **9. EARNED LEAVE**

- 9.1. The leave account of every employee shall be credited with earned leave, in advance, at a uniform rate of 16 days on the first day of January of every calendar year from the second year of employment.
- 9.2. The leave at the credit of an employee at the close of the previous year shall be carried forward to the next year, subject to the condition that the leave so carried forward does not exceed the maximum limit of 60 days. Leave in excess of 60 days will lapse.
- 9.3. Earned Leave shall be granted for not less than three days. Only on exhausting casual leave, earned leave can be taken for less than 3 days. Maximum earned leave that may be granted at a time to any employee shall be 30 days. However, under exceptional circumstances, with the approval of the Executive Director earned leave may be granted up to 60 days<sup>9</sup>

## **10. LEAVE WITHOUT PAY**

- 10.1. Leave up to maximum 30 days in a year without pay may be granted to an employee in special circumstances at the discretion of the management when no other leave is admissible.
- 10.2. Such leave shall be admissible only in case of personal/medical exigencies of self and/or dependent family members.<sup>10</sup>

## **11. COMPENSATORY LEAVE**

Employees shall be entitled to avail compensatory leave with the approval of Controlling Authority in lieu of duty performed on closed holiday. If the employee is engaged for half a day duty on any closed holiday by his Controlling Authority he will be entitled to corresponding half day leave on any working day and if duty performed is for full working day, the Compensatory Leave admissible will be one day.

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<sup>7</sup> GB Resolution No. 27/13 dated 21.02.2018.

<sup>8</sup> GB Resolution No. 25/13 dated 25.01.2017.

<sup>9</sup> GB Resolution No. 28/14 dated 24.01.2019.

<sup>10</sup> GB Resolution No. 28/14 dated 24.01.2019.

Employees deployed on duty by their Controlling Authority on any closed holiday will be required to record their attendance in Biometric system or in attendance register. Both entry and exit time has to be registered. Compensatory Leave in lieu of duty performed on closed holiday has to be availed in the next calendar year failing which the same will lapse. The employee can avail Compensatory Leave with the sanction of his Controlling Officer.<sup>11</sup>

## **12. TRANSIT LEAVE**

This is otherwise known as Joining Time available to an employee on transfer depending upon the distance between present and new place of posting. On transfer, involving change of station, five working days joining time permitted to an employee shall be assumed that the transferee employee has availed full period of joining time admissible before assuming charge at new place of posting and accordingly joining time permitted will cease to remain operative.<sup>12</sup>

## **13. LEAVING HEAD QUARTERS/STATION**

No employee should leave the Headquarter/Station without the prior permission of his controlling officer during the period of leave/holidays/off days. When permitted the employee should furnish his leave address to the controlling officer. In all applications for leave, including casual leave during which the applicant proposes to leave the Headquarter/Station, the fact should be stated in the application with the outstation address. Any person who wishes to leave the Headquarter/Station during the period of leave already granted to him should notify his intention together with his address to his controlling officer. Any change in that address, which may occur thereafter, should also be communicated. However, separate permission may not be necessary where an employee has indicated his intention of leaving Headquarters/Station along with leave address while applying for leave.

## **14. STUDY LEAVE**

All such employees who have rendered 5 years of continuous service in society shall be eligible for grant of study leave to prosecute higher studies in professional subject. The topic of higher studies for the purpose of study leave will however, be decided at the level of Executive Director, SHSB.

- a) On completion of course, the employee will be required to submit documents evidencing his admission to the course, date of commencement of course, date of final examination and result.
- b) The employee shall be required to execute a bond and will remain in service of the Society for minimum period of five years from the date of acquiring higher qualification.
- c) If the employee fails to rejoin his duty after expiry of study leave or resigns or otherwise quit services without returning to duty at any time during five

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<sup>11</sup> Order No. 22884 dated 17.01.2011

<sup>12</sup> Bihar Financial and Services Rules, 2005 (Part-II) Para-2.2 and 2.3.

years from the date of expiry of study leave, the bond condition shall be invoked.

- d) The duration of study leave shall not exceed three years during entire period of employees engaged in Service Delivery and two years in respect of employees engaged in Programme Management.
- e) The study leave may be combined with other kinds of leave but in no case the total absence will be more than 36/24+2 months.
- f) The cost of fee and other incidental charges relating to higher studies shall be fully borne by the employee.

**15. OTHER EMPLOYMENT DURING THE LEAVE:**

An employee on leave shall not take up any paid service or accept any employment elsewhere.

**16. RECORD OF LEAVE**

Leave Record of all employees posted in SHSB/HO shall be maintained by AO Cell/HO and in respect of employees posted in districts; leave record shall be maintained by the office of RPMU/DPMU/BPMU. Similarly, in respect of employees working in DHS leave records shall be maintained by the office of respective DHS till such time on eHRMS is fully activated.

**17. GENERAL**

In case of doubt regarding interpretation of the Rules, the decision of the CEO shall be final.

**18. AMENDMENTS**

The Society reserves the right to amend, modify or add to these rules, from time to time, and all such amendments, modifications or additions shall take effect from the date of issuance of order.

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## **CHAPTER – 5**

### **Performance Management System**

Health delivery systems are largely dependent on responsive, competent and committed work force. State Health Society Bihar / District Health Society are committed to organizational efficiency and effectiveness achieved and maintained by skilled, experienced and motivated workforce. Individual factors like knowledge and skills, organizational factors like clarity in policies and processes, goals and objectives, information channels, clarity in job description and performance expectations, supportive supervision, timely feedback and problem solving promote employees engagement and performance. It is therefore important to objectively assess employees' performance, and identify their developmental needs and recognize and reward high performers.

The clear components of Performance Management System shall include-

- Clear job description and skills that match the job requirement;
- Performance monitoring and bench mark in quality;
- Supportive supervision mechanism;&
- Clear professional standards and code of conduct.

It is therefore, important to set in process mechanism wherein employees' immediate superior officer review their performance on regular basis and validate the performance report submitted by them. In case of shortfall, in accomplishing the target set forth in the first quarter, the employee will be required to complete the backlog in the next cycle.

The Performance Management system in term of MoHFW guidelines will be based on key performance areas which shall be specific measurable, achievable, realistic and time-bound (SMART) & each of which will be defined with key performance indicators linked to annual action plan. The KPI will be agreed at the beginning of the reporting year and systematically reviewed/assessed.

The operative guidelines of performance management system detailing the procedure to be followed, time schedule of performance assessment, role and responsibilities of appraiser-appraisee, etc. will be separately notified by way of Executive order.

## **CHAPTER – 6**

### **Training and Development**

The challenges of quality service delivery in the Health Sector can be efficiently managed by the workforce of State Health Society Bihar/District Health Society (SHSB/DHS) with right attitude, professional knowledge and subject matter expertise. A learning environment focused on transformational training is therefore required to enhance their present knowledge, skills and attitude to make them more responsive to the needs of the communities it serves and also attain organizational effectiveness.

#### **POLICY PURPOSE**

SHSB/DHS firmly believes in training and development process to be continual, across the organization in all functional areas to enhance core competencies in respective role play.

#### **DEFINITIONS**

**Training** - Training will include activities/courses/sessions including but not limited to classroom training programmes, seminar, workshop, conferences, symposiums or any other structured training/development program based on Training Need Assessment.

**Training Year**- Training year will mean a period of one year commencing from 1<sup>st</sup> April till 31<sup>st</sup> March.

#### **Training Program-**

**In-house** training programme planned, developed and conducted within the society, with or without the assistance of external faculties/agencies.

**External** training programme structured by an outside agency, exclusively for the employees of the society including nomination to State Medical College & other prestigious institutions for specialized training.

**Need based Training Programme:** A specific training programme planned on the basis of the training need recorded in the annual performance appraisal report of the employee/training needs identified by individual officer/staff training recommended by their respective reporting officers to improve certain specified competencies, by associating internal/ external faculties/agencies.



**Classification of Training Needs:**

**Organizational Level Need:** Training inputs arising out of organization's requirement like the multiskilling of doctors on life saving anesthetics skills (LSAS), emergency obstetric care (EMOC), blood storage management, public health management, etc. and behavioral training on team building, motivation, communications skills, human values and ethics, leadership, etc.

**Departmental Level Need:** Training inputs intended for a group of employees for solving specific areas of concern.

**Individual Level Need:** Training inputs arising out of development needs of an employee, which, if not met, may affect immediate or future job performance.

Operative guidelines on training and development detailing training need assessment, training modules viz induction / on job / refresher / functional and behavioral trainings, mechanism of nomination of employees to such training programmes, training calendar, methods of training evaluation to measure impact of training on learning, employee behavior, etc. shall be notified separately.

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## **CHAPTER – 7**

### **Grievance Redressal Procedure**

**1. Short Title, Extent and Commencement: -**

- (i) It may be called SHSB/DHS Employees Grievance Redressal Procedure, 2021.
- (ii) It shall come into force from the date of issuance of order.

**2. Definitions**

In this Procedure, unless the context otherwise requires –

- (i) **'Employees Grievance Redressal Officer'** means the division/section/unit head in SHSB, HO, RPMU, DPMU, BPMU who will be responsible to examine the grievance of the Employee, give personal hearing and find ways to resolve the grievance within the framework of existing rules and regulation.
- (ii) **'Grievance Redressal Committee'** means Three Member Grievance Redressal Committee constituted at SHSB and DHS to consider such grievances which failed it to be satisfactorily resolved at the level of Employees Grievance Redressal Officer.
- (iii) **'State Level Employees Grievance Redressal Committee'** means three-member committee constituted at Apex Level by the Executive Director SHSB to consider and resolve employee related grievances.
- (iv) **'Grievance'** for the purpose of this scheme would mean grievances relating to individual employee arising out of implementation of policies/rules of the Society including matters relating to probation confirmation, salary payment and increment, leaves other than casual leave, Working conditions and Interpretation of rules.
- (v) The 'fixed time-limit' implies the time limit within which after giving the opportunity of hearing on a grievance, decision on the grievance is taken and the employee raising grievance is informed about the decision taken, which shall be maximum 105 working days and the time taken in the transfer of the complaint will not be counted as part of the fixed time limit.

### **3. Objective**

SHSB/DHS recognizes that grievances emanating in course of work need to be addressed and expeditiously resolved to ensure healthy employer-employee relationship. Whereas Forums backed by legislations, are available for redressal of employees' grievances, need is felt to evolve formal internal grievance redressal procedures, wherein employees' grievances can be heard, and appropriate measures taken to resolve the same.

The objective of the employees' grievance redressal procedure is to provide a systematic mechanism within the organization for expeditious redressal of genuine grievances of the employees of SHSB/DHS leading to increased job satisfaction resulting in improved productivity and efficiency.

### **4. Applicability**

The scheme will cover all employees of SHSB/ DHS appointed under NHM on contractual terms and conditions.

### **5. Scope**

A grievance for the purpose of this scheme would mean grievances relating to individual employee arising out of implementation of policies/rules of the Society including matters relating to delay in disbursement of salary/increment, delay in renewal of employment contract, working conditions, leave other than casual leave and interpretation of rules. If any of the above related matter is under any Court's consideration then it will not be considered as a grievance under this system.

Matters relating to disciplinary action will not be included as grievance under this scheme. Any case, under the Right to Information Act, 2005 will also not be considered as a grievance under this system.

### **6. Procedure of Grievance Redressal:**

In one application, grievance related to only one subject can be filed. If an employee wants relief in more than one subjects, then he has to file separate applications for it. In spite of this, if in the same application relief on more than one subject is being sought for, then in that case, the first issue mentioned in the grievance redressal application will be considered as the grievance and further action will be taken on the same.

**Stage I:** An aggrieved employee will take up his grievance orally with concerned grievance officer who will give a personal hearing and try his best to resolve the

grievance at his level. Alternatively, any employee having a grievance in relation to the areas listed in the scope of grievances can give in writing in prescribed Form-I, the details of grievance to the grievance officer where he is posted.

The grievances received will be docketed in the grievance register and acknowledged by the designated grievance officer. Thereafter, the grievance officer will examine and take up with concerned authority, for obtaining relevant information and respond to the aggrieved employee within 15 working days from the date of receipt of grievance. In such situation where the aggrieved employee is of the opinion that his grievance will not be appropriately addressed at the level of Grievance officer, as an exception to the procedure prescribed the employee may submit his grievance in writing to grievance committee as at Stage II with justification for approaching Stage II procedure directly.

**Stage II:** In case the grievance is not satisfactorily redressed, the aggrieved employee will have the option to submit his grievance to the concerned grievance committee functional at District/SHSB Level where he is posted in writing in Form- II, indicating the details of his grievance, including reasons of dissatisfaction on action taken at first stage.

The grievance committee will examine the grievance based on relevant documents/records and if felt required may consider giving personal hearing to the complainant and pass order within 30 working days from the date of receipt of grievance. The member secretary of the Committee will maintain record note of the proceedings and communicate the decision of the Committee to complainant within 10 working days from the date of order passed by the Committee. In case the Complainant is not satisfied by the decision of the Committee, he can file an appeal to the Apex Level Committee at the SHSB/HO within 15 days of receipt of communication. Similarly, if the grievance committee is of the opinion that the employee grievance requires to be examined by the State grievance redressal committee at the Apex level, such grievance has to be forwarded to the In-Charge HR, SHSB/HO within 15 working days of its meeting, along with minutes of the meeting and justification why the grievance should be looked into by the Apex Committee.

The three-member grievance committee with the member secretary for the SHSB/HO will be constituted by the Executive Director, SHSB. District Level Committee on similar lines will be constituted by the Chairperson of Governing Body of respective DHS. The tenure of the committee will be 3 years from the date of constitution. In case any committee member resigns, or contractual

tenure is completed or is transferred, he will be substituted by another member, nominated by the ED, SHSB or the Chairperson of DHS as the case maybe. It will be mandatory for 2 members to be present to complete the quorum for the meeting.

**Stage III:** In modification of order no. 22884 dated 17.01.2011 State Level Employee Grievance Redressal Committee will be constituted by the ED, SHSB. The Committee will comprise of 3-4 members to be nominated by ED, SHSB with senior most member as Chairman of the Committee. I/C HR Cell shall be additional member and will function as member secretary. The Committee will examine the grievances and take final view on the grievances of the employees within 30 working days from the date of receipt. The decision of State Level Committee will be communicated to the complainant concern by the Member Secretary of the Committee within 10 working days from the date of Grievance Redressal Meeting. The committee may allow a personal hearing to the aggrieved employee, in case the concerned employee desires so, and the committee is of the considered opinion that a personal hearing would aid in resolving the grievance.

The meeting of the Committee will be convened once in a month.

## **7. General**

- a. The employee will take up his grievance immediately and in any case within a period of three months of its occurrence.
- b. An interim reply along with reasons for delay, if any, will be given to the aggrieved employee if the final reply is likely to be delayed at any stage.
- c. The Grievance Committee will periodically analyse the grievances based on which recommendations can be made for review / modifications of rules / procedures / policies.
- d. The resolution / redressal of grievances will be carried out within the framework of approved rules and policies.
- e. Employee will not take up his grievance through channels other than provided for in the Scheme during the pendency of his / her grievance in any of the above stages or without first completing the recourse to the provisions of the Scheme.
- f. If the grievance arises out of an order of the management, the said order will be complied with first before the employee concerned invokes the procedure laid down hereinabove for redressal of his grievance.

- g. Representations received from any employee against the decision taken by the Committee will not be entertained or reopen if composition of the committee is changed.
- h. Each office will send a Half Yearly report on all grievances and action taken to In-Charge HR/HO for submission to the Chief Executive Officer, SHSB.

## **8. Amendments**

The scheme will be reviewed from time to time. The Chief Executive Officer of SHSB will have the power to modify or add to the rules if any difficulty arises in its smooth implementation with the approval of the Executive Committee and General Body.

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**Form-I****State Health Society Bihar****Form for presentation of Grievance at State-I**

<b>FROM</b>	<b>TO</b>
Name of Employee : _____	The Employee Grievance Officer
Designation : _____	_____
Place of Posting : _____	_____

Sir,

In accordance with the BSHS Employee Grievance Redresal Procedure, I submit my following grievance to you for redressal.

Details of Grievance in brief:

1. Subject matter of Grievances: \_\_\_\_\_
2. Brief summary of the Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Additional sheets if required, may be enclosed to furnish complete details of the Grievance.

Yours Faithfully

Dated: \_\_\_\_\_

( \_\_\_\_\_ )  
(SIGNATURE)

**Form-II****State Health Society Bihar****Form for presentation of Grievance at State-II& III**

<b>FROM</b>	<b>TO</b>
Name of Employee : _____	The Employee Grievance Officer
Designation : _____	_____
Place of Posting : _____	_____

Sir,

In accordance with the BSHS Employee Grievance Redressal Procedure, I submit my following grievance to you for redressal. I had submitted my grievance dated \_\_\_\_\_ to employee Grievance Redressal Officer/Stage-II, Grievance Committee and have not received any reply till date/am not satisfied with the reply furnished by the Grievance Officer/Grievance Committee on the grounds mentioned below:

**My Grievances:-**

1. Subject matter of Grievances : \_\_\_\_\_
2. Brief Particulars : \_\_\_\_\_
3. Details of Representation, (enclosed) : \_\_\_\_\_
4. Grounds of for appeal to Grievance Committee/Apex Committee
  - (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
  - (iii) \_\_\_\_\_
  - (iv) \_\_\_\_\_

Yours Faithfully

Dated : \_\_\_\_\_

( \_\_\_\_\_ )  
(SIGNATURE)



## **CHAPTER – 8**

### **Employees Control & Appeal Rules**

#### **1- Short Title, extent and commencement**

- (i) These Rules may be called SHSB/DHS Employees Control & Appeal Rules, 2005 as amended in 2021.
- (ii) These Rules shall come into force from the date of issuance of order.

#### **2- Scope of Application**

These Rules shall apply to all employees of the State Health Society Bihar / District Health Society appointed under NHM on contractual terms and conditions excepting –

- i) Casual or daily rated or part time employees
- ii) Temporary employees.
- iii) Employees of Government of Bihar on Deputation/Foreign Service to the Society.

#### **3- GENERAL**

- (1) Every employee of the Society shall at all times maintain absolute integrity and devotion to duty.
- (2) Every employee of the Society holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his control and authority
- (3) Every employee shall comply with and obey lawful orders, and directions which may from time to time be issued to him in the course of his additional duties by any person or persons to whom he may be subordinate in the service of the Society,
- (4) Every employee shall serve the Society honestly and faithfully and shall endeavor his utmost to promote the interest of the Society. He shall show courtesy and attention to all persons with whom he has to deal in course of his duties.
- (5) Every employee of the Society shall at all times not do anything which is unbecoming of a good behavior and conduct.

#### **4- Misconduct**

Without prejudice to the generality of the term “misconduct” the following acts of omission and commission shall be treated as misconduct: -

- (1) Theft fraud or dishonesty in course of performance of official duties.
- (2) Taking or giving bribes or any illegal gratification.
- (3) Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or on his behalf by another person which the employee cannot satisfactorily account for.
- (4) Furnishing false information regarding name, age, father's name, qualifications, ability or previous service or any other matter germane to the employment at the time of the employment or during the course of employment.
- (5) Acting in a manner prejudicial to the interests of the Society.
- (6) Willful in-subordination or disobedience, whether or not in combination with others of any lawful and reasonable order of his superior.
- (7) Absence without leave or over-staying the sanctioned leave for more than fifteen consecutive days without sufficient grounds or proper or satisfactory explanation.
- (8) Habitual late or irregular attendance and or habitual absence from his seat with the view to avoid work.
- (9) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.
- (10) Damage to any property of the Society.
- (11) Interference or tampering with any medical equipment/devices installed in the premises of the Society/Health Centers.
- (12) Drunkenness, Riotous or disorderly or indecent behavior in the premises of the Office/Health Centers or outside such premises where such behavior is related to or connected with the employment.
- (13) Smoking within the premises of the establishment where it is prohibited.
- (14) Sleeping while on duty.
- (15) Commission of any act which amounts to a criminal offence involving moral turpitude.
- (16) Purchasing properties, machinery, stores etc. from or selling properties, machinery, stores etc. to the Society without express permission in writing from the Competent Authority.
- (17) Commission of any act subversive of discipline or of good behavior.
- (18) Abetment of or attempt at abetment of any act which amounts to misconduct.

- (19) Holding meetings, demonstrations, slogan shouting, gherao, sympathetic strike, etc. within the premises of the Society.
- (20) Avoiding or refusing to receive official communication.
- (21) Carrying lethal weapons inside office premises except under any law.
- (22) Sexual harassment of women at the work place.

**Prohibition of sexual harassment of working women.**

- (1) No employee shall indulge in any act of sexual harassment of any women at the work place.
- (2) Every official who is in-charge of work place shall take appropriate steps to prevent sexual harassment to any women at such work place.

**Explanation:**

For the purpose of this rule 'Sexual harassment' includes such unwelcome sexually determined behaviour, whether directly or otherwise as

- a) physical contact and advances
  - b) demand or request for sexual favours
  - c) showing any pornography
  - d) sexually coloured remarks, or
  - e) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.
- (23) Cases involving any lapses such as gross or willful negligence, recklessness, exercise of discretion without or in excess of powers / jurisdiction, causing undue loss to the Society or a concomitant gain to an individual and flagrant violation of systems and procedures.

**NOTE:** The above instances of misconduct are illustrative in nature and not exhaustive.

**5- Evidence before Committee or any other Authority**

- 1) No employee of the Society shall, except with the previous permission of the Competent Authority, give evidence in connection with any enquiry conducted by any person, committee or authority.
- 2) Where any permission has been accorded no employee giving such evidence shall criticize the policy or any action of the State Government of Bihar or of the Society.
- 3) Nothing in this rule shall apply to: -

- a) evidence given at any enquiry before an Authority appointed by the State Government or a State Legislature or any other instrumentalities of the State Government of Bihar.
- b) evidence given in any judicial enquiry: or
- c) evidence given at any departmental enquiry ordered by the Society.

**6- Obligation to maintain secrecy**

All knowledge and information not within the public domain which may be acquired during the work/assignments in Society shall be for all time and for all purpose, regarded as strictly confidential. Every employee including adviser and consultants who has been engaged shall maintain secrecy regarding the affairs of the Society 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. This however would not prevent the Society from disclosing information as required under the right to Information Act, 2005.

**7- Prohibition against participation in politics and standing for election: -**

No Officer or employee shall take active part in politics in any political demonstration, or stand for election as member of a Municipal Council, district Board or any other Local legislative body or any institution.

**8- Acceptance of gifts**

Employees shall not solicit, accept, or permit any member of his family to accept any gifts which can affect directly to indirectly interest of any nature of person/group of persons/bodies, directly or indirectly constituent of the Society.

**9- Private trading**

No employee shall engage in any commercial business or pursue it either on his account or as agent for others, nor act as an agent for an insurance company nor shall be connected in the formation or management of a joint Stock Company.

**10- No Employee of the Society Shall**

- (1) Give or take or abet the giving or taking of dowry or
- (2) Demand directly or indirectly from the parents or guardian of a bride or bridegroom, as the case may be, any dowry.

**Explanation:** For the purpose of this Rule, dowry has the same meaning as in the Dowry Prohibition Act, 1961 (28 of 1961).

**11- Movable and Immovable Property Return**

1. Every employee shall, on first appointment in the Society submit a return of assets and liabilities in the prescribed form giving the particulars regarding: -
  - a. The immovable property inherited by the employee, or owned or acquired by the employee, held by the employee on lease or mortgage, either in his/her own name or in the name of any member of his/her family or in the name of any other person.
  - b. Shares, debentures, and cash including bank deposits inherited by the employee (or similarly) owned acquired, or held by the employee/spouse/dependent;
  - c. Other movable property inherited by the employee or similarly owned or acquired by him;
  - d. Debts and other liabilities incurred by employee directly or indirectly;
  - e. Every employee shall, beginning 1<sup>st</sup> January, submit an annual return of movable/immovable property inherited/owned/acquired on or before 1<sup>st</sup> January every year in the same format as prescribed for fresh recruits in Chapter 2.
2. No employee shall, except with the previous knowledge of the competent authority, acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift or otherwise, either in his/her own name or in the name of any member of his/her family.
3. No employee of the Society shall, except with the previous sanction of the competent authority, enter into any transaction concerning any immovable or movable property with a person or a firm having official dealings with the employee or his/her subordinate.
4. Every employee of the Society shall report to the competent authority every transaction concerning movable property owned or held by the employee in his/her own name or the name of a member of his/her family, if the value of such property exceeds Rs. 1,00,000/- (Rupees One Lakh only) (unless otherwise specified by Society)
5. The competent authority may, at any time, by general or special order require an employee to submit, within a period specified in the order a full and complete statement of such movable or immovable property held or acquired by the employee on his/her behalf or by any member of his/her family as may be specified in the order. Such statement shall, if so required by the competent authority, include details of the means by which, or the source from which such property was acquired.

**12- Canvassing of Non-Official or other influence**

No employee shall bring or attempt to bring any outside influence to bear upon any superior authority to further his interests in respect of matters pertaining to his service in the Society.

**13- Suspension**

- (a) The appointing authority or any other authority superior thereto may place an employee under suspension.
  - (i) Where a disciplinary proceeding against him is contemplated or is pending; or
  - (ii) Where a case against him in respect of any criminal offence is under investigation or trial.
- (b) An employee who is detained in custody, whether on a criminal charge or otherwise, for a period exceeding two days shall be deemed to have been suspended with effect from the date of his detention, by an order of the appointing authority.
- (c) An order of suspension made under this rule shall remain in force for a maximum period of three months.
- (d) The charge sheet against the delinquent employee must be framed within three months from the date of suspension failing which on expiry of three months the suspension order shall be deemed to have been revoked.
- (e) An order of suspension made or deemed to have been made under this regulation may at any time be revoked by the authority which made it or by any superior authority.

**14- Subsistence allowance**

- (1) An employee under suspension shall be entitled to draw subsistence allowance equal to 50 percent of his pay provided the disciplinary authority is satisfied that the employee is not engaged in any other employment or business or profession or vacation.
- (2) The subsistence allowance shall be admissible where deemed suspension is due to detention in police custody, the payment of subsistence allowance may be made to the dependent nominated by the employee on the basis of his authority. Such subsistence allowance shall be paid by the same establishment where the employee was posted at the time of detention and shall be admissible only for three months from the date of deemed suspension. If the employees remain in police custody beyond three months, the disciplinary authority will decide the admissibility/non-admissibility of the subsistence allowance upon grant of bail.

Provided further that the suspended employee shall be entitled to receive subsistence allowance only for such period when he is actually present at the

headquarters during the suspension period. He shall be required to mark his attendance in the attendance register meant for such employee:

Provided further that since the headquarters cannot be fixed for the period of custody, therefore marking of attendance shall not be required for the period of custody.

### **15. Treatment of the period of suspension**

(1) When the employee under suspension is reinstated, the disciplinary authority may grant him the following pay for the period of suspension: -

(a) If the employee is exonerated and not awarded any of the penalties mentioned in Rule 16 full pay which he would have been entitled to if he had not been suspended, less the subsistence allowance already paid to him; and

(b) If, otherwise, such proportion of pay as the disciplinary authority may decide.

(2) In case falling under sub-clause (a) the period of absence from duty will be treated as a period spent on duty. In a case falling under sub-clause (b) it will not be treated as a period spent on duty unless the disciplinary authority so directs.

### **16- Penalties**

The following penalties may be imposed on an employee as hereinafter provided, for misconduct committed by him or for any other good and sufficient reasons: -

#### **Minor Penalties**

- a) Censure;
- b) Withholding of increments of pay.

#### **Major Penalties**

- a) Removal from service by termination of Contractual Employee Service Agreement. Removal from service shall not be a disqualification for future employment in Government Sector.
- b) Dismissal from service by termination of Contractual Employee Service Agreement. Dismissal from service shall ordinarily be a disqualification for future employment in the Govt. Sector.

### **17- Disciplinary Authority**

The Disciplinary Authority, as specified in the schedule enclosed at Annexure-1 or any authority higher than it may impose any of the penalties specified in Rule 16 on any employee.

### **18- Procedure for Imposing Penalties**

#### **Minor**

Where it is proposed to initiate minor penalty proceedings, the employee concerned shall be informed in writing of the imputation a misconduct and afforded an opportunity to submit his written statement of defence within 10 days from the date of issuance of such communication. The disciplinary authority based on the written statement of defence submitted by the charged employee and other documents taken on record will pass reasoned order either exonerating or imposing penalty. The procedure however does not preclude the Disciplinary Authority to institute inquiry if he may so desire as prescribed for major penalty proceedings.

### **Major**

- 1) No order imposing any of the major penalties specified in Rule 16 shall be made except after an inquiry is held in accordance with these rules.
- 2) Whenever the Disciplinary Authority is of the opinion that there are grounds for inquiry into the truth of any imputation of misconduct or misbehavior against an employee, it may itself or appoint any employee higher in the post than the employee against whom disciplinary proceedings have been initiated to function as Enquiry Officer and presenting officer to present the case before the Enquiry Officer.
- 3) Where it is proposed to hold an inquiry, the Disciplinary Authority shall frame definite charges on the basis of the allegations against the employee. The charges together with a statement of the allegation, on which they are based, a list of documents by which and a list of witnesses by whom the articles of charge are proposed to be sustained shall be communicated in writing to the employee, who shall be required to submit within such time as may be specified by the Disciplinary Authority a written statement whether he admits or denies any of or all the Articles of charge. (It will not be necessary to show the documents or any other documents to the charged employee at this stage).
- 4) **PROCEDURE FOR IMPOSING MINOR/MAJOR PENALTY**  
On receipt of reply or if no reply is received within the specified time, an enquiry may be held against the charged employee. The enquiry may be held by the Disciplinary Authority himself or by appointing any other officer holding reasonably senior position as an inquiry officer. It may however not be necessary to hold enquiry in respect of charges admitted by the charged employee. The Disciplinary Authority however would be required to record his findings on each of such charge.



- 4.1 Besides, the Disciplinary Authority may by an order appoint an executive as Presenting Officer to present the case on its behalf in support of article of charges.
- 4.2 The charged employee may himself or may take assistance of an Executive of the Society to act as Defence Assistant.

**Procedure and Time frame for disposal of disciplinary cases**

Sl. No.	Disciplinary Proceeding	Time Limit
1.	Issue of Charge Sheet	Within 10 working days from the date of order passed by the Disciplinary Authority to institute Disciplinary Proceeding
2.	Time for submission of defence statement	15 working days from the date of issuance of charge sheet
3.	Consideration of Defence Statement furnished by the charge employee and issuance of order by the Disciplinary Authority in case of <b>minor penalty proceedings</b>	30 working days from the date of receipt of defence statement.
4.	In case of <b>major penalty proceedings</b> issuance of charge sheet	Within 15 working days from the date of order passed by the Disciplinary Authority to institute major penalty Proceeding.
5.	Time for submission of defence statement	15 working days from the date of issuance of charge sheet
6.	Appointment of Inquiry and Presenting Officer. Appointment of Defence Assistant in case the charged employee prefers to take assistance from an executive of the Society.	10 working days from the date of receipt of defence reply on the charge sheet
7.	Departmental Inquiry which includes preliminary hearing/ inspection of listed documents submission of list of defence documents/witnesses, issue of summons to witnesses for hearing, and regular hearing on day to day basis.	45 working days from the date of appointment of IO/PO
8.	Submission of Written briefs by presenting officer and the charged employee to the inquiry officer.	10 working days each to Presenting Officer and charged employee.
9.	Submission of Inquiry report to the Disciplinary Authority	10 working days from the date of receipt of written brief of Presenting Officer and charged employee.
10.	Submission of Inquiry report to the charged employee for his comments	i. Within 15 working days of receipt of IO's report if any of

		<p>the articles of charges has been held as proved.</p> <p>ii. 15 working days if all article of charges are held as not proved but the Disciplinary Authority is in disagreement with the findings of the Inquiry Officer. Reasons for disagreement with the findings of IO to be communicated to the charged employee for his reply in defence of the findings of Disciplinary Authority.</p>
11.	Consideration of submissions made by the charged employee and issuance of order	15 working days from the date of receipt of submission made by the charged employee.

## 19- Appeal and Review

### 1) Appellate Authorities

- a. An appeal shall lie from any original order made by Disciplinary Authority.
- b. No appeal shall be entertained unless it is submitted within a period of 15 days from date on which the order appealed against is communicated to the person concerned. Provided that the Appellate Authority may entertain the appeal after the expiry of the said period if it is satisfied that the appellant had sufficient cause for not submitting the appeal in time.

### 2) Forms, contents and 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 in itself.
- c. Every appeal shall be submitted to Executive Director, SHSB who shall, unless he himself is the Appellate Authority, transmit it to the Appellate Authority.

### 3) Appeal

An employee may appeal against the order of the Disciplinary Authority before the Appellate Authority within the given time frame. A copy of such appeal shall be endorsed to the Authority whose order is appealed against. The Authority shall forward the copy of appeal together with its comments

and the records of the case to the Appellate Authority within 15 days of the receipt of appeal. The appellate authority shall consider the appeal and pass order confirming, enhancing, reducing or setting aside the order in challenge or remit the case to the authority who passed the order or to any other authority with such direction as it may deem fit in the circumstances of the case within one month of the date of the appeal.

#### **4) Review**

Not satisfied with order of Appellate Authority, the employee may prefer appeal before the Reviewing Authority within 30 days from the date of order passed by the Appellate Authority. The review petition shall be dealt with in the same manner as if it were an appeal under these rules.

Notwithstanding anything contained in these regulations, the reviewing authority may call for the record of the case, on its own motion or otherwise, review any order made by the authority and pass within 60 days of the date of the final order and after reviewing the case-

- a) Confirm, modify or set aside the order; or
- b) Impose any penalty where, no penalty has been imposed; or
- c) Remit the case to the authority which made the order or to any other authority directing such authority to make such further inquiry as it may consider proper in the circumstances of the case; or
- d) Pass such other orders as it may deem fit;

Provided that no order imposing or enhancing any penalty shall be made by the Reviewing Authority unless the employee concerned has been given a reasonable opportunity of making representation against the penalty proposed and where it is proposed to impose penalty specified in Clause-16 or to enhance the penalty imposed by the order sought to be reviewed to major penalty. No such penalty shall be imposed except after an inquiry/giving a reasonable opportunity to the employee concerned of showing cause against the penalty proposed on the evidence adduced during the inquiry.

#### **5) Service of orders, notice, etc.**

Every order, notice and other process made or issued under these regulations shall be served in person on the employee concerned or communicated to him by registered post at his last known address with acknowledgement due.

#### **6) Residuary matters**

Where a disciplinary proceeding is initiated against an employee, who is on deputation to the Society, and if the Disciplinary Authority of the Society is of the opinion that his services are not required in the light of the charges levelled against him it should place his services at the disposal of the lending authority and transmit the list of charges with evidences for such action as it may deem necessary.

Any disciplinary proceedings initiated before adoption of these rules shall be allowed to be conducted under these rules.

**20- Removal of doubts**

Where a doubt arises as to the interpretation or application of any of the provisions of these regulations, the matter shall be referred to the Executive Committee for decision.

**21- Amendments**

The Society reserves the right to amend, modify or add to these rules, from time to time, and all such amendments, modifications or additions shall take effect from the date of issuance of order.

\*\*\*\*\*

## Annexure-I

**SCHEDULE TO SHSB/DHS EMPLOYEE CONDUCT AND APPEAL RULES**

Group of Posts	Appointing Authority	Disciplinary Authority to discharge functions under these rules and to impose penalties mentioned in Rule 14.		Appellate Authority	Reviewing Authority
		Authority	Penalty		
<b><u>SHSB</u></b>					
Group-A & B	Executive Director	Executive Director	Minor/Major	CEO	Governing Body
Group-C	Executive Director	Executive Director	Minor/Major	CEO	Governing Body
<b><u>DHS</u></b>					
All Employees	Chairman of the Governing Body.	Chairman of the Governing Body.	Minor/Major	ED, SHSB	CEO, SHSB

**CHAPTER – 9****Categorization of Employees**

<b>Post</b>	<b>Scale</b>
ED/AED	As per provision of Govt. of Bihar Finance department letter No.8044 dt.11.10.2017. (Copy attached) or As per NHM TA/DA Rules.
Administrative Officer, BAS, Dy Secretary/ Sr. Dy. Collector, Add. Director, Finance, BFS, Finance Manager, AG, State Programme Officer (BHSA)	As per provision of Govt. of Bihar Finance department letter No.8044 dt.11.10.2017. (Copy attached) or As per NHM TA/DA Rules.

**Categorization (“A”, “B” & “C”) will be included  
as per proposed service condition rule.**

❖ New position created would be placed in the respective Category.

❖ **Travelling allowance Rules.**

❖ **Applicability**

These rules shall be applicable to all the employees of the Society (State to Block level) including: -

**1) Those on deputation on Foreign Service terms under their terms of deputation provided.**

**2) Contractual Employees.**

These rules are applicable when an employee travels for official work inside/ outside his /her place of posting. The area falling under place of posting for employees is given in the table below: -

SL.	Designation	Area with place of posting
1	State level Staff.	Patna Municipal corporation jurisdiction or not more than 15 Kms. one-way travel.
2	All Regional/ DPMU Staff	Regional/District. Where the regional/District level officer is located or not more than 15 Kms. One way travel.
3	All BPMU Staff	Entire Block.

**Definitions.**

**In these rules, unless the context other wise requires: -**

- ❖ “ED Means” Executive Director of the Society.
- ❖ “Society means” Bihar State Health Society.
- ❖ “Controlling Officer” means the Officer empowered by management to approve the Travelling Allowance Claim in respect of employees working under his charge in accordance with the powers delegated by the management from time to time for the purpose of these rules.
- ❖ The “Executive” at the level of ED/AED in the society are declares self-Controlling officers.
- ❖ “Day means” a calendar day beginning and ending midnight.
- ❖ “Headquarter” means the normal place of duty of an employee.

- ❖ “Official Tour” Means travel on duty of an employee from his Headquarters in pursuance of official arraignments.
- ❖ “Capital Cities” means all state capital cities in the Country.

### **Reimbursements of Journey Fares**

An employee on official tour will be entitled to travelling allowance which is intended to cover expenditure incurred in connection with journeys performed for the Society work and under no circumstances will it be a source of Profit.

The Reimbursement of fares for journey performed between the Headquarters station and tour station by the employees of various categories by different means of transport shall be as per the following entitlement subject to actual.

### **Nature of Entitlement**

SL.	Category	Rail	Air	Road
1	Category-A	II <sup>nd</sup> A/C	Economy Air	A/c Bus/A/c Taxi/A/c Car
2	Category-B	II <sup>nd</sup> A/C	-	A/c Bus/A/c Taxi/A/c Car
3	Category-C	III <sup>rd</sup> A/C	-	Taxi/Auto/Bus

### **ED may allow Travelling on higher claim in special case.**

Charges for sleeper Accommodation Tatkal charges. Superfast train charges, reservation charges and charges for cancellation of tickets for Journey not undertaken due to official reason will be reimbursed with the approval of tour sanctioning authority.

Non availability of reservation by train is not acceptable reason for not performing the Journey connected with the official work. Also in case of non-Availability of accommodation in the entitled class and or modes an employee can travel by higher class but will be entitled for the fare of designated class, unless specifically allowed by ED.

### **Reimbursements of conveyance charges**

An employee will also be entitled for reimbursement of actual Conveyance charges for journey between railway station / Bus stand/ Air Port/ and residence/ place of stay either at Headquarter or tour stations and other official journey performed by road at tour stations through means of conveyance other than Society's transport.



For journey to and from Railway station/Bus station/Airport and tour station the reimbursement will be as under: -

Category	Entitlements	
Category –A	A/c Taxi/A/c Bus	A/c Taxi Rate Rs.24.00 Per K.M or Actual Fare Whichever is less.
Category –B	A/c Taxi/A/c Bus	
Category –C	Taxi/Auto/ Bus	Taxi Rate Rs.20.00 per K.M and Auto Rickshaw or Rickshaw Rs.10.00 Per K.M or Actual Fare Whichever is less.

**Daily allowance will be admissible at the following rate for outside state: -**

SL.	Category	Accommodation Charges subject to max of (Rs.) Day Capital Cities	Subject	Allowance for food & incidentals	
		C*		C*	O*
1	2	3	4	5	6
1	A	3500	2500	1000	600
2	B	2500	2000	800	500
3	C	2000	1500	600	400

**NOTE: “\*”**

❖ “C\*” Means State Capital/Metropolitan cities of the Country.

❖ “O\*” Means other than state capital/Metropolitan cities of the country.

Actual room rent paid to Govt./Semi Govt./ Corporation guest house paid will be reimbursable subject to maximum of column 3<sup>rd</sup> or 4<sup>th</sup>

**Daily allowance will be admissible at the following rate for inside state.**

SL.	Category	Accommodation charge subject to maximum of Rs./Day		Allowance for food & incidentals (Rs./Day)	
		C (District HQ)	O (Other than District HQ)	C (District HQ)	O (Other than District HQ)
1	2	3	4	5	6
1	A	2500	2000	600	400
2	B	1500	1200	500	300
3	C	1000	800	400	200

- ❖ Actual accommodation charges limited to amounts as shown in column- 3 in case of capital cities and in column- 4 in case of other places as in sub-rule. for stay in hotel or any other guest house will be reimbursed subject to production of receipts. The limits of accommodation charge may be relaxed in exceptional case on merit with the approval of ED.
- ❖ For food and other incidental expenses, an employee will be paid as per cloumn-5 and 6 in case of stay at capital cities and other places respectively.
- ❖ An employee who does not produce receipts of accommodation charge will be paid daily allowance at the rates equivalent to amount (indicated in column-5&6 for stay at capital cities & other places respectively.
- ❖ An employee, who having proceeded on official tour, returns to his headquarter within a period of 24 hours from the time of his departure from his place of work/residence or directed to do so will be entitled to daily allowance at the rate applicable to the place of visit as per following: -

<b>Period of absence (Hrs.)</b>	<b>Admissible allowance</b>
04-06 (Hrs.)	Nil
06-24 (Hrs.)	Full

Provided that where the accommodation booking is for a full day, accommodation charge in full will be admissible notwithstanding what has been mentioned above, in case the absence from headquarters involves overnight halt, full daily allowance shall be admissible to the place of visit.

- ❖ DA for day of departure from place of duty full DA if time of departure is 12 noon or before and half DA if time of departure is after 12 noon at the rate applicable to the place where the employee spent first night (w.r.t to midnight).
- ❖ DA for day of arrival back at place of duty full DA if time of arrival is 12 noon or there after half day if time of arrival is before 12 noon at the rate applicable to the place where the employee spent the preceding night (w.r.t to midnight) Reduction in DA will be applicable as following: -

<b>If free stay is available</b>	<b>Then 25% reduction</b>	<b>Certificate is required to be given by the officials that no free stay/food or both was available at the touring place.</b>
<b>If free food is available</b>	<b>Then 50% reduction</b>	
<b>If free both food &amp; stay are available, then.</b>	<b>75% reduction DA</b>	

**MISCELLANEOUS INCIDENTAL CHARGES ON OFFICIAL TOUR.**

The following tour incidental expenses if actually incurred will also be reimbursed on production of receipts: -

- 1) The excess baggage charges for carrying official records;
- 2) The expenses on account of official telephone calls (local and trunk) and fax/telex/telegram/phonogram if specifically sanctioned by the Controlling Officer;
- 3) Any other expenses, not covered hereinbefore, incidental to and incurred during the course of tour, at the discretion of the ED

In exceptional cases, on merits, the CEO/Addl. CEO/ED may permit employees to travel by a class/mode higher than their entitlement.

The rate of reimbursement for road journey as well daily allowance rates as mentioned above under different entitlements may be reviewed annually by the CEO with consent of president of Executive Committee who shall have the powers to change the rates subject to a maximum variation of 25% of the prevailing rates on one such occasion, keeping in view the trends in prices of petroleum products, boarding and lodging charges and other relevant factors.

**ADVANCE:**

An employee proceeding on official tours may be granted an advance to meet the expenses towards travelling allowance as per his entitlement to the tune of 100% of the anticipated fares for journey (S) and anticipated amount towards daily allowance and conveyance charges for a duration not exceeding 28 days at one time. The request for advance should be made on the prescribed form, duly countersigned by the Controlling Officer.

In case of advances covered under rules 7.2.6.1, the advance towards journey fare, conveyance charges and daily allowance may be drawn within a period not exceeding 28 (twenty-eight) and 60 (sixty) days respectively before the proposed date of journey but shall have to be refunded forthwith if the employee is not able to produce documentary evidence to show that the amount of advance has been utilized for the purpose of tickets within 15 days of the drawl of advance.

An account of advance under this rule shall be rendered by the employee immediately after completion of the journey and in no case later than 30 (thirty) days from the date of completion of return journey, wherever applicable.

An employee shall not be granted an advance towards travelling allowance under these rules, if he has failed to render the account of advances (S) earlier drawn by him except with the approval of controlling Officer in each case.

In case of failure to produce the documentary evidence/account of advance as required, the advance sanctioned shall be recovered from the employee, s salary and/or otherwise.

### **CLAIM**

Claims for reimbursement of travelling allowance in all applicable cases will be entertained only on completion of the return journey, wherever applicable. Claims for reimbursement of journey fare (other than 2<sup>nd</sup> class rail fare) and baggage allowance, wherever applicable, must be supported with adequate proof of the amount of expenditure incurred such as ticket number/money receipt/ticket folder (in case of air journey).

All claims for journeys undertaken under these rules should be preferably in the prescribed proforma, within the time limit of 30 (thirty) days from the completion of return journey as prescribed in rule 7.2.6.3 duly countersigned by the controlling Officer/ supervising authority.

Claims for reimbursement of traveling allowance after 30 days will not be entertained normally except with the special approval of CEO/Addl. CEO/ED when he is satisfied that non-submission of the claim on the part of an employee was due to reasons beyond his control.

### **LOCAL TRAVEL**

The provisions of this section shall apply to local journeys performed by employees at their headquarters in connection with the society's work as provided hereinafter but shall not apply to local journeys performed by Society's trainees in connection with their training at their headquarters.

### **NOTE:**

- 1) In case an employee is deputed to undergo training within a radius of 15 Kms/municipal limits of his headquarters, for a period of more than 28 days on a continuous basis and is normally not expected to get to his place of duty every day after attending training, the headquarters of the employee concerned shall be deemed to have been shifted to the place where he is required to undergo training; and accordingly, s/he shall not be entitled to reimbursement of local

traveling expenditure for local journeys performed by him between his residence and the place of training.

- 2) For local journeys performed by an employee, in connection with Society's work, within his normal place of duty such as from his office to temporary/ permanent Township etc. by his own conveyance, reimbursement of local traveling expenditure shall be admissible at the rate of Rs. 15 Per kilometer for four wheeler and Rs. 5 per kilometer for two wheeler as per his/her entitlement.

### **Definition**

- ❖ "Local Journey" means any journey performed by an employee in connection with Society's work within a radius of 15 Kms from the headquarters or within municipal limits of the headquarters, whichever is more.
- ❖ "Local Traveling Expenditure" means the expenses incurred by an employee on local journey and includes conveyance charges.

### **Entitlement**

The reimbursement of conveyance charges for journeys performed by the employees of various categories by different means of transport shall be as per the following entitlement, subject to actual.

### **Nature of Entitlement: -**

Category	Entitlements	
Category –A	Taxi	Taxi Rate Rs.15.00 Per K.M and Auto rate Rs 10.00 per KM or Actual Fare Whichever is less.
Category –B	Taxi/Auto	
Category –C	Taxi/Auto/ Bus/Rickshaw	Taxi Rate Rs.15.00 per K.M, Auto/Rickshaw rate Rs 10.00 per KM or Actual Fare Whichever is less.

For Journeys to places within municipal limits of the headquarters (including the areas coming under urban agglomeration as notified by the Govt. for the purpose of HRA and CCA from time to time) an employee may choose either of the mode of travel namely rail or road depending upon his convenience; but the reimbursement will be as per actuals restricted to his entitlement.

Charges for waiting/halting of taxi/three-wheeler, where unavoidable, will also be reimbursable at the discretion of the respective controlling officer.

When the journey, performed within municipal limits commences from and or terminates at residence of an employee, he will be reimbursed actual conveyance charges. In case of journey to outside municipal limits actual conveyance charges will be reimbursed. Provided, however, if an employee is deputed to a place other than the office/place of work on a holiday, and the journey commences from and ends at the residence of the employee, he will be allowed conveyance charges from his residence to the place where deputed and back as admissible.

The ED may permit travel by a mode higher than the entitlement of an employee in the following exception cases: -

- 1) In case of journey commencing from the office/place of work: Outward journey only, when an employee is required to perform the same on urgent basis;
- 2) In case where an employee is directed to perform the official work on urgent basis on his way from residence to office/place of work, for the portion of the journey from the place of visit to office/place of work; and
- 3) When the journeys are performed during odd hours and the public transport/entitled mode of transport is not available during such hours.

The ED shall have the powers to permit an employee to travel by a mode higher than his entitlement in other special circumstances on merits of individual cases, for reasons recorded in writing.

An employee who performs local journey shall return to the Headquarters on the same day immediately after the work is over. However, in exceptional cases, if the employee is required to stay overnight, due to lack of availability of transport or the nature of work being such that it could not be completed on the same day, he will be paid daily allowance in accordance with the relevant provision, subject to the approval of the concerned controlling Officer.

The rate of reimbursement for road journey may be reviewed annually by the chief Executive officer, who shall have the powers to increase/decrease the rates subject to the maximum variation of 25% of the prevailing rates on one such occasion, keeping in view the increase/decrease in prices of petroleum products, eatables and other relevant factors.

No advance shall be admissible to meet the likely expenditure in connection with the local journeys. For all the journeys performed in a week, a single claim for reimbursement should be preferred.