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গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
শিল্প মন্ত্রণালয়
বাংলাদেশ শিল্প কারিগরি সহায়তা কেন্দ্র (বিটাক)
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স্মারক নম্বর: ৩৬.০৬.০০০০.০০৭.৩৬.০০১.২১.৪০

তারিখ: ১৮ শ্রাবণ ১৪২৮

০২ আগস্ট ২০২১

বিষয়: বিটাক-এর আইন/বাই-লজ প্রেরণ প্রসঙ্গে।

সূত্র: শিল্প মন্ত্রণালয়ের স্মারক নং- ৩৬.০০.০০০০.০৭৪.৯৯.০০১.২০.৫০, তারিখঃ ২৯-০৭-২০২১ খ্রিঃ।

উপর্যুক্ত বিষয়ে ও সূত্রস্থ পত্রের আলোকে বিটাক-এর দাপ্তরিক কার্যাদি সম্পাদনে রেফারেন্স হিসেবে ব্যবহৃত বিটাক-এর আইন, ২০১৯ এবং বাই-লজ ০১(এক) প্রস্থ করে সদয় অবগতি ও প্রয়োজনীয় ব্যবস্থা গ্রহণের জন্য এতদসঙ্গে প্রেরণ করা হলো।

শিল্প মন্ত্রণালয়	ডায়েরি নং.
সচিবের দপ্তর	তারিখ: ০৩/৮/২১
অতিরিক্ত সচিব (মান/সমন্বয়/প্রশ্ন/প্রশিক্ষণ/অডিট)	
অতিরিক্ত সচিব (প্রশাসন)	
অতিরিক্ত সচিব (স্ট্রাকচার/কর্পোরেশন)	
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অতিরিক্ত সচিব (মদ নিয়ন্ত্রণ ও বকস সংক্রান্ত)	
অতিরিক্ত সচিব (আই/পি/পি/পলিসি/রিটার্ন)	
অতিরিক্ত সচিব (স্বাস্থ্য/বিজ্ঞ/বৈজ্ঞানিক/ই-গভ)	
অতিরিক্ত সচিব (পরিচালনা)	
সচিবের একান্ত সচিব	
সচিবের থাকর:	



২-৮-২০২১

আনোয়ার হোসেন চৌধুরী

মহাপরিচালক

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সচিব

শিল্প মন্ত্রণালয়

দৃষ্টি আকর্ষণঃ সহকারী সচিব, এসএমই ও বিটাক শাখা, শিল্প মন্ত্রণালয়

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RULES & REGULATIONS
AND
BYE-LAWS

OF
THE BANGLADESH INDUSTRIAL TECHNICAL
ASSISTANCE CENTRE (BITAC)

MEMORANDUM OF ASSOCIATION
OF THE
BANGLADESH INDUSTRIAL TECHNICAL ASSISTANCE CENTRE

1. The name of the Society shall be the "Bangladesh Industrial Assistance Centre".
2. The Registered Office of the Centre shall be at Tejgaon Area, Dacca with branches at Chittagong, Chandpur, Bogra or such other may be determined from time to time. The society shall be deemed to established with effect from 1st July 1962.
3. The aims and objects of the Centre shall be as follows :
 - (i) To upgrade the skills of industrial personnel in technical and n fields.
 - (ii) To advise industries primarily in the private sector on matters related to industrial productivity.
 - (iii) To disseminate modern technical know-how among industrial through seminars, group discussions, demonstrations, public relations shows, etc.
 - (iv) To extend consulting services to industrial organizations and primarily in the Private Sector.
 - (v) In conjunction with the upgrading programme and to make it effective, the Centre shall :
 - (a) Assist in the Design and Manufacture of newly design Fixtures, Gauges, Moulds, Dies, Tools and Products (Prototype) for industries.
 - b) Development of product, processes and tools, etc., to help in improving the quality, increase production, reduce cost utilising indigenous raw materials and to increase the indigenous manufacture.
 - c) Conduct productivity studies in such selected plants as determined and recommend ways and means of improvement.
 - (vi) To collect and circulate information relating to industrial progress in any or all its branches.

To promote productivity consciousness in the people by encouraging them to form Productivity Associations in Industrial Centres, etc.

To co-operate with International and National organizations and Agencies engaged in activities for increasing industrial productivity.

To adopt such measures and take such steps and do all such things as may be conducive to the promotion of cordial relations between the Centre and persons interested in the objectives of the Centre.

To secure the recognition of the Centre in Bangladesh and other foreign countries.

To endeavour to gradually expand its activities in productivity fields and in the next few years form into a full fledged National productivity council.

To do all such other lawful things as the Centre may think identical or conducive to the attainment of any or all the objectives of the Centre mentioned above.

The affairs of the Centre shall be managed by a Governing Body consisting of the following :

GOVERNING BODY

Chairman.

- 1) Secretary, Ministry of Industries, Government of Bangladesh.

Members.

- 2) Director General, Department of Industries, Government of Bangladesh.
- 3) One Officer of the status of Deputy Secretary from the Ministry of Labour and Social Welfare.
- 4) Financial Adviser, Ministry of Industries.
- 5) President, Chamber of Commerce and Industries, Dacca.
- 6) President, Chamber of Commerce and Industries, Chittagong.
- 7) Director, Technical Education, Dacca.
- 8) Director General.

cribed below, are desirous of being formed into a Society in purs
Memorandume of Association :

Sl. No.	Name	Address	Sig

RULES AND REGULATIONS

The Rules and Regulations framed in 1962 in pursuance of the the erstwhile Government of Pakistan published in the "Gazette extraordinary", dated the 26th May 1962 as adopted in Banglades published for information of all concerned :

1. The name of the Society shall be the Bangladesh Industr Assistance Center (BITAC)" hereinafter called the Centre.
2. 'Government' means the Government of Bangladesh.
3. 'Governing Body' shall means the Governing Body of the Ce
4. 'Executive Committee' shall mean the Executive Committee of
5. 'Chairman' shall mean the Chairman of the Governing Body of
6. 'Director' shall mean the Director of the Centre appointed by th of Bangladesh.
7. 'Centre' shall mean the Head Office at Dacca and the Re outside Dacca.
8. The Registered Head Quarters Office of the centre shall b Tejgaon Industrial Area, Dacca.

AIMS AND OBJECTS OF THE CENTRE

9. These shall be :
 - (a) To upgrade the skills of the industrial personnel in t managerial fields.
 - (b) To advise industries primarily in the private sector on matt to industrial productivity.

disseminate modern technical know-how among industrial personnel through seminars, group discussions, demonstrations, publications, films, etc.

extend consulting services to industrial organizations and industries primarily in the private sector.

in conjunction with the upgrading programme, and to make it more effective, the Centre shall :

Assist in the design and manufacture of jigs, Fixtures, Gauges, Moulds, Dies, Tools and Products (Proto-type) for industries.

Develop products, processes and tools, etc., to help industries in improving the quality, increase production, reduce cost and utilising indigenous raw materials and to increase the scope of indigenous manufacture.

Conduct productivity studies in such selected plants as may be determined and recommend ways and means of improvement.

collect and circulate information relating to industrial productivity in any or all its branches.

promote productivity consciousness in the people by encouraging them to form Productivity Associations in Industrial Centres, etc.

co-operate with International and National Organizations and agencies engaged in activities for increasing industrial productivity.

adopt such measures and take such steps and do all such things as may be conducive to the promotion of cordial relations between the Centre and persons interested in the objectives of the Centre.

secure the recognition of the Centre in Bangladesh and foreign countries.

endeavour to gradually expand its activities in productivity fields in the next few years form into a full-fledged National Productivity Council.

do all such other lawful things as the Centre may think identical

GOVERNING BODY

10. The affairs of the Centre shall be managed by a Governing body consisting of the following :—

Governing Body:

Chairman.

- (1) Secretary, Ministry of Industries, Government of Bangladesh.

Members.

- (2) Director General, Department of Industries, Government of Bangladesh.
- (3) One Officer of the status of Deputy Secretary from the Ministry of Labour and Social welfare.
- (4) Financial Adviser, Ministry of Industries (Industries Division).
- (5) President, Chamber of Commerce and Industries, Dacca.
- (6) President, Chamber of Commerce and Industries, Chittagong.
- (7) Director, Technical Education, Dacca.
- (8) Director, BITAC, Dacca.

Secretary

- (9) Chief Administrative Officer, BITAC.

11. The Government of Bangladesh may increase or decrease the number of members of the Governing Body if and when considered necessary.

12. The Governing Body shall function notwithstanding any vacancy in its Body and no act or proceedings of the Government Body shall be invalidated by reasons of such vacancy or any flaw in the appointment of its members.

13. The Centre shall keep a roll of members which every member shall sign before he can exercise the rights and privileges of member.

Duration of Membership :

14. A member appointed by the Government shall hold office until his successor is appointed by the Government.

15. Where a member of the Governing Body becomes a member by reasons of the office or appointment he holds in the Government, his membership shall terminate when he ceases to hold that office or appointment.

16. A member shall cease to be a member of the Governing Body if he

to the Chairman of the Centre. The resignation so tenderd shall not take effect until it has been accepted by the Chairman.

18. Unless he ceases to be member as provided in rule 16 above, a non-official member of the Governing Body shall relinquish his membership on the expiry of three years from the date on which he became a member of the Governing Body, but shall be eligible for re-appointment.

19. A vacancy occurring during the currency of the reperiod of appointment of a member shall be filled by the Government for the rest of the period.

20. A vacancy caused through any reason including those mentioned above shall be filled by the Government within 3 months of the date of such vacancy.

Functions and Powers of the Governing Body :

21. The Governing Body shall have the powers to—

- (a) Lay down the policy keeping in view the general policy directions received from the Government.
- (b) Manage and administer all affairs and funds of the Centre.
- (c) Implement the policies and programmes of operation of the Centre.
- (d) With the approval of the Government, lay down the scale of pay and other terms and conditions of services of the officers and staff except the Director, who shall be appointed by the Government of Bangladesh and whose pay, etc. shall be determined by the Government of Bangladesh.
- (e) Make appointments to Class-I posts and to dismiss, remove or award any punishment to such employees, in accordance with the provisions of the Bye-Laws, provided that the Director and salaried officers and servants whose remunerations exceed Tk. 2,000/- per mensem shall not be appointed except with the previous approval in writing of the Government of Bangladesh.
- f) Create and/or sanction continuance of posts provided the expenditure can be met out of the approved budget grant by re-appropriation or otherwise.
- g) Incur expenditure within the sanctioned budget and to make re-appropriations from one unit of appropriation to another if considered necessary.
- h) Delegate to the Director of the Centre such powers as it may deem proper, provided that power to create Class-I posts or to make appointment to such posts shall not be delegated to the Director.
- i) Approve budget estimates and other proposals for submission to the Government.

- j) Determine the rates of fees for any services rendered to Industries.
- k) Appoint special committees and delegate to the committees such powers as it may deem proper and lay down procedures for such committees.
- l) Enter into contracts with individuals/firms/associations, in all matters relating to the field of work including construction of buildings etc., of the centre. All contract documents shall be signed by the Director or by an officer authorised by him after approval of the competent authority has been accorded to the contract.
- m) Decide about the investment of funds of the centre.
- n) Accept Donations and Endowments provided always that these do not carry any conditions which in the opinion of the Governing Body are in consistence with the functions of the centre.
- o) Frame Bye-laws for the regulation of the Affairs of the centre and its employees.

Meetings of the Governing Body :

22. Every meeting of the Governing Body shall be presided over by the Chairman and in his absence by a member nominated by the Chairman in writing. If no such nomination has been made or if the member nominated is absent, then the members present shall elect one of them to preside over the meeting.

23. Four members of the Governing Body shall form quorum for a meeting of the Governing Body.

24. The date, time and place of the meeting shall be notified not less than 10 clear days ahead.

25. At least two meetings of the Governing Body shall be held in every year commencing on the 1st day of July and terminating on the 30th day of June.

26. All disputed questions at any meeting of the Governing Body shall be decided by a majority of votes of the members present at the time of the meeting.

transact, may be carried out by circulation among all its members and any proposal so circulated and approved by a majority of the members shall be as effectual and binding as if such proposal had been passed at a regular meeting of the Governing Body, provided that at least four members of the Governing Body have recorded their views on the proposal.

28. The Secretary shall keep the records of the proceedings of the Governing Body/Executive committee and Advisory committees which may be created by the Governing Body.

BUDGET

29. The Centre shall prepare and submit to the Government, on the dates specified, the annual budget estimates and other periodical estimates in accordance with the directions of the Government.

FUNDS OF THE CENTRE

30. The following shall comprise the funds of the Centre :

- (a) Grants made by the Government.
- (b) Fees from any services rendered by the Centre.
- (c) Aid and Loans obtained from sources outside Bangladesh with the sanction of and on such terms as may be approved by the Government.
- (d) Donations and Endowments.

31. Funds shall be demanded from the Government (on quarterly basis) and deposited in such schedule bank or banks as may be approved by the Government. All cheques, bills, notes and other negotiable instruments shall be signed by the officer (s) designated by the Governing Body/Executive Committee. In the case of Imprest Accounts at out station, the imprest holders shall be competent to sign cheques and draw funds as required.

32. The accounts of the Centre shall be audited by the Comptroller and Auditor General of Bangladesh. The Governing Body shall determine with the approval of the Auditor General the type and form of accounts, with their maintenance and presentation for purposes of audit.

EXECUTIVE COMMITTEE

52

33. Besides the Governing Body, there shall be an Executive Committee comprising.

Chairman

- (1) Director, BITAC.
- (2) Financial Adviser, Ministry of Industries. (Industries Division)
- (3) Director General, Department of Industries.
- (4) Deputy Secretary (Co-ordination), Ministry of Industries, Industries Division.

34. The Executive Committee shall exercise the powers of the Governing Body except in matters of major policy and shall function in between the meeting of the Governing Body and report the same at the next regular meeting of the Governing Body.

Powers of the Director :

35. Subject to the general directions of the Governing Body, the Director shall exercise the following functions and shall have the necessary powers to perform these functions :

- a) He shall be the principal Executive officer of the Centre including regional offices and shall be responsible for the proper administration, supervision, discipline and control of the Centre.
- b) He shall give effect to the decisions of the Governing Body/Executive Committee.
- c) He shall co-ordinate the work undertaken at the Head office and the Regional offices.
- d) He shall have the power to delegate any of his powers to other officers of the Centre with the approval of the Governing Body.
- e) He shall exercise all other powers that may be delegated by the Governing Body from time to time.

Remuneration :

36. The members of the Governing Body/Executive Committee shall be paid such remuneration, if any, and expenses as may be provided in the Bye-laws.

DISCOVERIES, ETC., BY STAFF

37. All discoveries, inventions and improvements in processes, apparatus and machines made by the officers and employees of the Centre in the course of their official duties or by any other person working under grants from the Centre, shall be the property of the Centre, and may be made available for utilisation to persons or parties applying for it under such conditions and on payment of such fees or royalties or otherwise as the Governing Body may determine.

FEEES AND AGREEMENTS FOR INVESTIGATIONS

38. The Centre may charge such fees and lay down such conditions for technical advice given or for investigations carried out at the request of any person/institution as the Governing Body may determine from time to time.

ALTERATION OR EXTENSION OF THE FUNCTIONS OF THE CENTRE

39. The functions for which the centre is established, may be altered or extended, with the approval of the Government. Any proposals in this behalf shall have the approval of the Governing Body before submission to the Government.

40. The sanction of the Government shall be obtained before any amendment to these Rules and Regulations are made.

ANNUAL REPORT OF THE CENTRE

41. An Annual report of the Centre shall be prepared by the Director for consideration and approval of the Governing Body and for onward transmission to the Government. The observations of the Government, if any, shall be considered by the Governing Body for necessary action.

42. The Government may require the Centre to furnish the Government with report, return, statement, estimate, statistics or other information or documents regarding any matter with which the Centre is concerned.

43. The Government may issue directives on matters of policy which shall be complied with by the Centre.

BYE-LAWS OF THE BANGLADESH INDUSTRIAL TECHNICAL ASSISTANCE CENTRE

The Bye-laws as framed under article 21(o) of the Rules and Regulations of BITAC as adopted in Bangladesh is hereby published for information of all concerned.

CHAPTER I

GENERAL

1. Commencement and application—These Bye-laws shall be deemed to come into force with effect from 1st July, 1962.

The Bye-laws relating to employees shall apply to all the employees of the Centre except :

- (a) The Director.
- (b) Government servants who are on deputation to the Centre.
- (c) The employees appointed on contract basis whose terms and conditions of service may be fixed separately, and
- (d) Trainees.

Except other specifically provided.

2. Definitions— In these Bye-Laws unless, there is anything repugnant to the subject or context :

- a) 'Governing Body' shall mean the Governing Body of the Centre.
- b) 'Director' shall mean the Director of the Centre appointed by the Government of Bangladesh.
- c) 'Chief Administrative Officer' shall mean the Chief Administrative Officer of the Centre appointed by the Governing Body.
- d) 'Regional offices' shall mean the Regional offices of the Centre at Dacca.
- e) 'Competent Authority' shall mean the Authority specified in Article 10.
- f) 'Pay' means the amount drawn monthly by an employee in his official capacity or to which he is entitled by reason of his position in a cadre and includes special pay and personal pay or emoluments classed as pay by the Government.
- g) 'Personal Pay' means additional pay granted to an employee
 - i) to save him from a loss of substantive pay in respect of his post due to revision of pay or to any reduction of such pay otherwise than as a disciplinary measure;
 - ii) in exceptional circumstances on other personal conditions.
- h) "Special pay" means an addition of the nature of personal pay or emoluments of a post or of an employee granted in consideration of
 - i) the special arduous nature of the duties, or
 - ii) specific addition to the work or responsibility.

'Substantive Pay' means the pay other than special pay or personal or any other emoluments classed as pay.

'Average pay' shall mean the average monthly pay earned during the twelve complete months immediately preceding the month in which the event occurs.

'Service' includes the period during which an employee is on duty as on leave authorised by a Competent Authority, but does not include any period during which an employee is absent from duty without permission or overstays his leave unless specifically permitted by a Competent Authority.

'Centre' shall mean the Headquarters office at Dacca and Regional offices outside Dacca.

'Probationary Service' shall mean service during the period of probation.

'Duty' shall include—

- i) Service as a probationer, and

In all matters not specifically provided for in these Bye-laws, the rules and procedures applicable to Government Servants shall, apply to the employees of the Centre provided that no financial benefits shall thereby become admissible unless specifically, sanctioned by the Competent Authority.

CHAPTER II

GET ESTIMATES, ACCOUNTS, FUNDS AND CONTRACTS

ates :

Director shall prepare and submit to the Government, on the dates : Annual Budget Estimates and other periodical estimates in accordance with the directions of the Government. The budget estimates shall be approved by the Governing Body before submission to the Government.

In the course of a financial year, it is considered essential by the Government to undertake any project for which provision has not been made in the budget, the Governing Body shall decide whether the project shall be met by reappropriation or by a supplementary grant to be applied to the Government.

Funds :

5. The funds provided in the sanctioned budget shall be deemed to be at the disposal of the Governing Body which shall have full powers to meet expenditure on the pay and allowances, etc., of the staff, and on each such item which may be included in the budget or be subsequently approved by it.

6. Funds will be drawn from the Government on (Quarterly) basis unless otherwise directed by the Government.

7. No expenditure from the funds of the Centre shall be incurred without the sanction of the Competent Authority.

8. The sanction of expenditure shall not become final until there has been an appropriation of funds to cover it.

9. All sanctions, orders, or delegation of powers by the Competent Authority affecting the Centre's funds shall be reduced in writing and communicated to the Chief Accountant and Internal Auditor. When thus communicated, they shall be considered as orders of the Competent Authority.

10. Except for such funds as are required for meeting the day-do-day expenses of the Centre, the other funds of the Centre shall be deposited in Bank (s) or invested in such manner as may be approved by the Governing Body from time to time.

11. The funds of the Centre shall be deposited/invested in the name of the Centre. All transactions with regard to these deposits/investments shall be carried out by the Director or any other Officers designated by him with the approval of the Governing Body.

Accounts :

12. The accounts of the Centre shall be maintained by the Chief Accountant and Internal Auditor in the form and manner prescribed for the purpose. The Chief Accountant shall be responsible for the correctness and completeness of the accounts. He shall exercise internal audit on all expenditure incurred by the Centre.

13. A quarterly Report on the accounts of the Centre shall be prepared and submitted in duplicate to the Ministry of Finance, Government of Bangladesh, through the Ministry of Industries. In addition, a Monthly Expenditure statement shall be furnished to the Financial Advisor, Ministry of Industries, Government of Bangladesh.

14. The Accounts of the Centre shall be audited by the Comptroller and Auditor General of Bangladesh.

The Auditor General shall have the power to give direction to the Auditors in regard to the extent and method of their audit subject to the process of the resolution of the Government under the societies Act. and to prescribe the forms of accounts to be maintained by the Centre consistent with the requirements of the said Resolution of Government. The Auditor General may under-take such audit of the accounts of the Centre as such times as may be considered necessary and the centre shall at the time of such audit produce the account books, registers and connected documents required and furnish such explanations and information as the Auditor General or an officer or officers authorised by him in this behalf may ask for.

15. As soon as practicable, after the accounts for a year are closed the Director shall cause to be compiled the Annual Accounts of the funds of the Centre for that year in the form prescribed for the purpose. The Auditor General of Bangladesh shall then be requested to depute an officer for the Audit of the accounts.

16. The Audited Accounts shall form an enclosure to the Annual Report of the Centre,

17. Imprest accounts shall be authorised by the Director for the Regional Offices to meet such expenditure as the office rent, electricity, and telephone charges, petrol and oils for vehicles, stationery, advances of T.A. and other charges of a petty nature to be specified by the Director. The Imprest Holder shall be designated by name by the Director. The following amounts shall be placed in the Imprest Accounts :—

	Taka
Dacca office ...	20,000/—
Chittagong office ...	10,000/—
Chandpur office ...	5,000/—
Bogra office ...	5,000/—

The Imprest shall be replenished from time to time by the Head Office. The Imprest Holder shall furnish monthly expenditure statements in the form and manner prescribed by the Chief Accountant and Internal Auditor of the Centre.

18. Subject to Bye-laws 15 above, all funds of the Centre shall be accounted for in the Head office. The expenditure of the Regional offices shall be reflected in the budget returns, etc., to be submitted by the Centre.

19. Except for purchases limited to an expenditure of Tk. 5,000 at any one time, all other supplies/services of the Centre shall be obtained through competitive quotations. The Competent Authority shall have the power to accept lower quotations if it is satisfied that these cannot be accepted for certain reasons. The reasons for the rejection of the lower tenders shall be recorded.

20. All contracts shall be approved by the Governing Body if the value involved in each case is over Taka 2 lacs and by the Director if the value is Taka 2 lacs or less. All contract documents shall be signed by the Director or any other officer or officers designated by him with the approval of the Governing Body.

21. The Governing Body may engage Consulting Firms or Engineers when necessary for—

- (a) Preparation of layout plans, specifications and building designs.
- (b) Preparation and issue of tender forms.
- (c) Supervision of construction work.
- (d) Advising the Competent Authority on the merits and demerits of the tenders received.

Contract document shall include the condition that the construction shall be supervised by the Consulting Engineers to their satisfaction.

22. Payment of bills for construction work shall be made after the Consultant is satisfied with the quality, etc., of the work and the Consulting Engineer is certified that the construction is in accordance with the designs and specifications, etc., laid down in the tender forms.

Remuneration to Members :

23. The Non-official members of the Governing Body of the Centre shall be eligible to draw the following travelling allowance and remuneration :

- (a) For attending Meeting of the G. B./Executive committee :
 - (i) Actual Rail/Steamer fare (First class)
 - (ii) Tk. 300 per meeting of the G. B. and Tk. 100 per meeting of the Executive Committee.
- (b) For attending Meeting of the Selection Committee and other committees :
 - (i) Actual Rail/Steamer Fare (1st Class).
 - (ii) Daily allowance at the rate of Tk. 50 per day of travel.

CHAPTER—III

ification, Appointments and conditions of Appointments.

ion of Employees :

administrative convenience, the employees of the Centre shall be placed in following Categories :—

TECHNICAL

RY—I.

Director	a) Tk. 2350—2750/—	b) Tk. 2850/—
Deputy General Manager	Tk. 2100—100—2600/—	
Chief of Operations	Tk. 1800—75—2375/—	
Chief Engineer	Tk. 1400—75—2225/—	
Assistant Officer	Tk. 750—50—900—EB—55—1230—60—1470/—	
Junior Engineer	Tk. 750—50—900—EB—55—1230—60—1470/—	

RY—II

Senior Supervisor	Tk. 470—35—645—EB—45—915—55—1135/—
Junior Supervisor	Tk. 470—35—645—EB—45—915—55—1135/—
Chief Inspector	Tk. 470—35—645—EB—45—915—55—1135/—
Inspector Grade—I	Tk. 400—25—525—EB—30—825/—
Junior Engineer	Tk. 750/— (Fixed).

RY—III

Senior Supervisor	Tk. 400—25—525—EB—30—825/—
Inspector Grade—II	Tk. 325—15—430—EB—20—610/—
Inspector Grade—III	Tk. 300—12—396—EB—18—540/—
Inspector Grade—I	Tk. 370—20—470—EB—25—745/—
Inspector Grade—II	Tk. 325—15—430—EB—20—610/—
Inspector Grade—III	Tk. 300—12—396—EB—18—540/—
Junior Tradesman	Tk. 200/— (Fixed).
Senior Visual Assistant	Tk. 400—25—525—EB—30—825/—
Junior Visual Assistant	Tk. 400—25—525—EB—30—825/—
Store Keeper	Tk. 300—12—396—EB—18—540/—
Assistant Store Keeper	Tk. 400—25—525—EB—30—825/—
Junior Store Keeper	

NON-TECHNICAL

CATEGORY-I

1. Chief Administrative Officer Tk. 1400-75-2225/-
2. Industrial Management and Productivity Officer Tk. 1400-75-2225/-
3. Chief Accountant and Internal Auditor Tk. 1400-75-2225/-
4. Publicity & Public Relations Officer Tk. 750-50-900-EB-55-1230-60-1470/-
5. Labour & Administrative Officer Tk. 750-50-900-EB-55-1230-60-1470/-
6. Accounts Officer Tk. 750-50-900-EB-55-1230-60-1470/-
7. APO, Liaison Officer Tk. 750-50-900-EB-55-1230-60-1470/-

CATEGORY-II

1. Liaison Officer Tk. 470-35-645-EB-45-915-55-1135/-
2. Liaison Officer (Planning) Tk. 470-35-645-EB-45-915-55-1135/-
3. Purchase Officer Tk. 470-35-645-EB-45-915-55-1135/-
4. Productivity Evaluation Officer Tk. 470-35-645-EB-45-915-55-1135/-
5. Accountant (General) Tk. 470-35-645-EB-45-915-55-1135/-
6. Superintendent Tk. 425-30-575-EB-40-735-50-1035/-
7. Assistant Accountant (General) Tk. 425-30-575-EB-40-735-50-1035/-
8. Accountant (Costing) Tk. 470-35-645-EB-45-915-55-1135/-
9. Accountant (Budget-Audit Cell) Tk. 470-35-645-EB-45-915-55-1135/-
10. Assistant Accountant (Costing) Tk. 425-30-575-EB-40-735-50-1035/-

CATEGORY-III

1. Private Asstt. to Director Tk. 400-25-525-EB-30-825/-
2. Office Assistant Tk. 400-25-525-EB-30-825/-
3. Audit Assistant Tk. 400-25-525-EB-30-825/-
4. Accounts Assistant Tk. 400-25-525-EB-30-825/-
5. Internal Audit Assistant Tk. 400-25-525-EB-30-825/-
6. Budget Assistant Tk. 400-25-525-EB-30-825/-
7. Purchase Assistant Tk. 400-25-525-EB-30-825/-
8. Inventory Checker Tk. 400-25-525-EB-30-825/-

CATEGORY—III

9. Librarian Grade—I	Tk. 400—25—525—EB—30—825/—
10. Stenographer	Tk. 400—25—525—EB—30—825/—
11. Steno-Typist	Tk. 370—20—470—EB—25—745/—
12. Senior Clerk	Tk. 370—20—470—EB—25—745/—
13. Cashier-cum-Accounts Clerk	Tk. 370—20—470—EB—25—745/—
14. Security Inspector	Tk. 370—20—470—EB—25—745/—
15. Junior Clerk	Tk. 300—12—396—EB—18—540/—
16. Junior Clerk-cum-Typist	Tk. 300—12—396—EB—18—540/—
17. Typist	Tk. 300—12—596—EB—18—540/—
18. Librarian-Grade II	Tk. 300—12—396—EB—18—540/—
19. Receptionist-cum-Telephone Operator	Tk. 300—12—396—EB—18—540/—
20. Time keeper	Tk. 300—12—396—EB—18—540/—
21. Driver	Tk. 300—12—396—EB—18—540/—
22. Despatch Rider	Tk. 250—8—282—EB—8—362/—
23. Pump Driver	Tk. 250—8—282—EB—8—362/—
24. Care Taker	Tk. 250—8—282—EB—8—362/—
25. Gestatner Operator	Tk. 250—8—282—EB—8—362/— ✓

CATEGORY—IV

1. Jamadar	Tk. 240—7—282—EB—7—345/—
2. Dastarv	Tk. 240—7—282—EB—7—345/—
3. Bann	Tk. 225—6—315/—
4. Helper	Tk. 225—6—315/—
5. Washerman	Tk. 225—6—315/—
6. Gardener	Tk. 225—6—315/—
7. Sweeper	Tk. 225—6—315/—

APPOINTMENTS

25. Appointment to various posts may be made by direct recruitment deputation of Government Servants or by retired Government Servants or by motion from the lower cadre at the discretion of the Competent Authority.

26. Appointment may be made on contract basis where considered necessary. The terms and conditions of which may be laid down by the Competent Authority in each case.

27. Appointment to a post in Category-I : Technical and Non-Technical shall be made by the Governing Body on the recommendations of a Selection Committee consisting of the Director, one Member of the Governing Body and the Chief of operations. Selection Committee may co-opt any other technical person from outside.

28. Subject to such instructions as may be issued by the Governing Authority, appointments to all other categories shall be made by the Competent Authority as specified in Appendix I.

29. Appointment to a post in Category II: Technical and Non-Technical shall be made on the recommendation of a Selection Committee consisting of the Chief of Operations and the Chief Administrative officer of the Centre.

30. Appointment to all technical and non-technical posts in categories III and IV shall be made on the recommendation of a Selection Committee, which shall be appointed by the Director.

31. Appointment shall normally be made at the minimum pay of the grade but in case where persons to be recruited possess experience or special qualifications or both, the Governing Body in respect of posts in Category-I and the Director in respect of posts in other categories may allow on the written recommendation of the Selection Committee or in respect of Regional offices, on the recommendation of the officer incharge, of that office a higher salary in the time scale of the grade.

CONDITIONS OF APPOINTMENT

Domicile :

32. Candidate must be domiciled in Bangladesh. This condition shall apply to all candidates.

Additional Qualifications :

3. The educational qualifications for appointment to various posts shall be laid down by the Governing Body of the Centre. The qualifications as shown in Appendix II have been approved by the Governing Body.
4. The Governing Body in the case of posts in Category I and the Director in the case of other categories may relax the qualifications in deserving cases or make appointment by promotion from a lower post.

Medical Examination :

5. No person shall be appointed to the service of the Centre unless he has been certified as medically fit for service by the Medical Officer to be nominated by the Centre.

Declaration of Fidelity and Secrecy :

6. On entering the service of this Centre, each employee shall sign the Declaration of Fidelity and Secrecy in the form given in Appendix III.

Agreement with the Centre :

7. On entry in the service of the Centre, all employees shall sign an Agreement in the form given in Appendix IV.

Security:

8. A security deposit condition may be imposed on any employee at the discretion of the Director. Such deposits shall be refundable after deductions, if a termination of service with the Centre.

Commencement of Service :

9. The service under the Centre shall commence from the working day or the day on which an employee reports for duty in an appointment at the place intimated by the Competent Authority provided that he reports before noon : if he fails to do so his service shall commence from the next day.

Probation :

10. All appointments shall be on probation for a period of six months. At the termination of the probationary period, the employee shall be eligible for re-appointment on probation for a further period not exceeding six months provided that if no order has been made by the day following the termination of either of the aforementioned probationary periods the employee shall be deemed to be held until further orders. In the event of an employee failing to show satisfactory progress in either of the aforementioned probationary periods, the Competent Authority may at its discretion offer him an appointment in an lower grade or dispense with his services.

Confirmation :

41. On satisfactory completion of the probationary period, confirmation shall be made by the Competent Authority.

Termination of Service :

42. In the event of an employee's services being dispensed with or of his being called upon to resign from the service of the Centre, the Competent Authority shall give him one month previous notice in writing or pay in lieu thereof a sum equal to his substantive pay for one month :

Provided that the services of an employee on probation may be dispensed with on seven days' notice or payment of substantive pay in lieu thereof.

43. The Centre reserves the right of dismissing, discharging an employee without any notice if he is found guilty of misconduct, unfavourable interference, breach of trust or negligence of duty. The service of an employee may also be terminated on such grounds on a reply obtained from a medical officer nominated by the Centre.

Resignation :

44. An employee shall not resign from the service of the Centre without giving one month's previous notice in writing : 7 days in the case of probationary, of his intention to do so failing which he shall be liable to pay to the Centre a sum equal to his substantive pay for one month or 7 days as the case may be.

45. The payment of the amount in lieu of a notice may be waived and the employee relieved earlier at the discretion of the Competent Authority.

Superannuation and Retirement :

46. All employees of the Centre shall ordinarily retire at the age of 57 years or on completing 35 years service whichever ever occurs first. The Competent Authority shall, however, have the right to call upon an employee to retire from service on completion of 25 years service without assigning any reason.

47. The services of an employee who has completed 35 years service may be extended for such further period as the Governing Body may decide but no employee shall be retained in service beyond the date on which he attains the age of 57 years.

Provided that the Governing Body may on the recommendation of the Director employ staff temporarily on contract basis beyond the age of 60 years, but such employment shall be made for a period of two years in the first instance extendable thereafter from year to year until the employee has attained the age of 65 years, when he shall compulsorily be retired from service.

48. An employee may retire after completing 20 years service in the Centre on production of a Medical Certificate to be obtained from the Medical Officer specified by the Centre.

Transfers :

49. The employees of the Centre shall liable to be transferred/posted any where in Bangladesh by the Director,

Seniority :

50. An employee, other than an employee appointed on probation, will rank for seniority in his grade on the basis of his date of confirmation or in case of an employee appointed on probation against a substantive vacancy from the date of his appointment on probation provided it is followed by confirmation, but in case of employees in Category I. Previous experience may also be taken into account in determining their seniority. The employees who were in service of the Centre at the time of the commencement of these bye-laws and who are retained in the Centre for further service shall also count their previous service for seniority on the same principle as mentioned above. A common seniority role shall be maintained for all employees of the Centre.

Promotions :

51. Promotions shall be made on the basis of selection on merit. No employees shall have claim to be promoted to any particular post or grade by virtue of seniority alone. Should an employee officiating in a higher post show sign of deterioration while he is so officiating he shall be liable to immediate and summary reversion to the grade of his previous appointment.

52. Promotion to a post in Category I shall be made by the Governing Body on the recommendations of the Director. Promotion in other categories shall be made by the appointing authority on the recommendation of the Selection Committee as may be approved by the Director.

53. Government servants on deputation to the Centre shall also be eligible for promotion in the Centre on the basis of their suitability and previous service

Increment :

54. Increments shall be sanctioned by the Competent Authority as in Appendix I after verification of service by the Chief Administrative the Centre.

55. An employee shall draw the pay of the grade to which he is from the date of his appointment to such grade subject to his ser approved, annual increments in his pay shall accrue on the anniversa date.

56. Whenever an increment is due to an employee, a report on be submitted on the prescribed proforma by the immediate office employee or by the officer-in-Charge of the R. O. as the case may l Competent Authority to sanction the increment. Increments may be v postponed for such period as may be specified by the Competent in the event of an employee earning an unfavourable report. A co sanctioned increment shall be forwarded to the Chief Accountant Centre for adjustment of pay.

CHAPTER IV**PAY, ALLOWANCES AND OTHER CONCESSIONS****Scale of Pay and Allowances :**

57. The scale of pay and allowances of the employees and T the Centre shall be laid down by the Governing Body with approv Government. The scales as shown in Appendix V have been approv Government.

Fixation of Pay of Existing Employees :

58. The pay of all employees who are in service of the Cen time of the commencement of these Bye laws shall be fixed in the scales at the stage at or higher than their substantive pay in their o Provided that the date of their increments will remain the same as l provided further that no employee will draw less than the minim prescribed scales.

Fixation of Pay on Promotion :

59. On promotion from one scale to another, the substantive pay of an shall be initially fixed at the stage in the new scale of pay whi above his substantive pay:

ded that an employee who is appointed to officiate in a higher scale v an officiating pay equal to the difference between his substantive pay stage in the scale of pay of the post to which he is appointed which bove his substantive pay.

ay And Personal Pay :

The grant of special pay and Personal Pay shall require the sanction overning Body if the amount exceeds Tk 50 and of the Director if nt does not exceed Tk 50.

for movement of employees :

ll moves, permanent or temporary, shall be sanctioned by the Competent as mentioned in Appendix I. Normally, prior sanction, of the t Authority shall be obtained for undertaking any tour. In urgent mission may be obtained either on telephone or by telegram.

The Director in urgent or special cases may permit an employee to journey by Air within the Country.

: Allowances.

The Competent Authority may permit an employee to draw an advance ing and Detention Allowances. The advance shall not exceed 80 per such allowances.

Travelling Allowance will be admissible to every employee on permanent from one station to another unless he is transferred at his own

ansfer at his own request shall not be treated transfer in the Centre's unless the Authority sanctioning the transfer, for special reasons so Similarly, travelling allowance will also be admissible in cases of / move.

Except with the sanction of the Director, no travelling allowance paid to a person to join his first appointment in the Centre.

All travelling bills shall be submitted to and passed for payment Chief Administrative officer in respect of employees in the Head d by the Officer Incharge of the Regional Offices in respect of those The Director shall, however, have the power to countersign his own allowance bills.

Subject to Bye-law 63 and 66 above, T. A. Claims of all employees regulated in accordance with the relevant fundamental and Supplementary the Government.

CHAPTER V
LEAVES, HOLIDAYS AND JOINING TIME

General :

68. The following kinds of leave may be granted to an employee
- (a) Earned Leave.
 - (b) Extraordinary Leave.
 - (c) Casual Leave.
 - (d) Optional Leave.
69. Applications for leave shall be addressed to the Competent Authority for sanction as laid down in Appendix I and shall be submitted through proper channel.
70. Leave cannot be claimed as a matter of right. When the service so required, the leave sanctioning authority shall have the power to refuse or revoke leave or to recall an employee before the expiry of leave.
71. An employee on leave shall not accept any employment or profit without obtaining the prior permission of the Director or authority specified by him.
72. In the event of an employee on leave being recalled before the expiry of his leave he will be entitled :
- a) to receive a free passage from the place of recall to the place of posting.
 - b) to count the time spent on the Journey as duty. Provided that if the leave is curtailed by 15 days or more and the employee is recalled to resume duty, in the interest of the Centre.
73. The recall of an employee from leave shall require the prior permission of the Director.
74. All leave standing to the credit of an employee shall lapse if he retires or resigns or his services are otherwise terminated provided if in sufficient time before that date the employee had applied for leave and if retirement, resignation or termination of service and leave had been refused in writing by the Competent Authority owing to the exigencies of service, the leave as may have been refused to him may be granted at the discretion of the Competent Authority with effect from the date of retirement, resignation or termination of service. If the leave is granted, the employee shall be entitled to draw pay in accordance with Bye-law 76 below.

ave :

An employee shall be eligible for earned-leave as prescribed by the Leave Rules, 1955. The leave shall be cumulative and be granted competent Authority.

l leave standing at the credit of an employee who is in service of at the time of commencement of these Bye-laws shall be credited to t the employee subject to a maximum of 120 days.

earned Leave shall be sanctioned on average pay and half average pay e may be.

ry Leave :

traordinary Leave may be granted to an employee at the discretion mpetent Authority. Save in exceptional circumstances, the duration of shall not exceed one month on any one occasion and six monthes entire period of an employee's service :

ed that the Competent Authority will have the power to treat the absence without leave as Extraordinary Leave.

o pay and allowances are admissible during the period of Extraordinary the period spent on such leave shall not count for increment.

ed that in cases where the Competent Authority is satisfied that the taken for any cause beyond the control of the employee, it may the period of such leave may count for increments,

ve :

he total number of Casual Leave admissible in a Calendar year shall s and be sanctioned by the Competent Authority.

he Centre shall observe the same number of closed and optional holi-re allowed by the Government to its employees. No other holiday rversed except on the orders of the Director.

. of Holidays with Leave :

hen the day immediately preceding the day on which an employee's s or immediaely, following the day on which his leave expires is a a series of holidays, the employee may leave his station at the close ore or return to it on the day following such holiday or series of rovided that prior sanction of the Competent Authority for the same btained.

Joining Time :

82. An employee on transfer from one station to another shall for joining time as indicated below :

- a) Six days for preparation but where a journey is preferred by air or road, in addition to the aforesaid six days, one day for every 250 miles or fraction thereof.

Notes—(i) The time spent on journey by Air does not count as a day for calculating the time for preparation.

(ii) A holiday counts as a day for the purposes of the above Bye-law.

(iii) An employee on joining time shall be regarded as on duty.

CHAPTER VI**DISCIPLINE AND PUNISHMENTS**

83. Every employee shall confirm to and abide by these Bye-laws and shall observe, comply with and obey all orders and directions which from time to time be given by any person under whose jurisdiction, supervision or control he may for the time being be placed.

84. No employee shall absent himself from duty nor leave his station without first having obtained the permission of the Competent Authority.

85. No employee shall accept any gift from a constituent or a person or an employee of the Centre. This Bye-law shall also apply in the case of gifts offered by persons who have or are likely to have dealings with the Centre or who are also candidates for employment in the Centre.

86. (a) No employee shall take part or subscribe in aid of or in any way in any political movement in Bangladesh or relating to the Government of Bangladesh.

(b) No employee shall permit any person dependent on him for his support or under his care or control to take part in, or in any way assist, any political movement or activity which is, or tends directly or indirectly to be subversive of the Government as by law established in Bangladesh.

o employee shall canvass or otherwise interfere or use his influence with or take part in any election to a legislative body, in

ed that an employee who is qualified to vote at such election may right to vote; but if he does so, he shall give no indication of in which he proposes to vote or has voted.

o employee shall permit any member of his family dependent on in a manner in which he himself is not permitted by sub-clause (c)

employee who issues and address to electors or in any other publicly announces himself to be publicly announced as a candidate, ive candidate for election to a legislative body shall be deemed for of sub-clause (c) to take part in an election to such body.

any question arises whether any movement or activity falls within of this clause, the decision of the Management thereon shall be

o employee shall (a) engage in any commercial business or pursuit s own account or agent for another or others.

pt, or seek any outside employment or office, whether stipendiary without the previous sanction of the Director.

ertake part-time work for a private or public body or private person, ee therefore, without the sanction of the Director. The Director may here he thinks fit to grant such sanction, stipulate that any fees the employee for undertaking the work shall be paid in whole or the Centre.

o employee shall make any personal representation to any Member erving Body. Such representation must be addressed to the Director immediate officer, if any, of the employee.

hout prejudice to the other provisions contained in these Bye-laws who commits a breach of these Bye-laws or who displays negligence, r indolence, or who knowingly does anything detrimental to the he Centre or contravenes instructions issued to him in connection icial work or commits a breach of discipline or is guilty of any misconduct or insubordination or who is convicted of any offence oral turpitude shall be liable to the following punishments:

- (a) Reprimand.
- (b) Postponement or stoppage of increment, confirmation or promotion.
- (c) Degradation to a lower stage of pay in his grade.
- (d) Degradation to a lower grade.
- (e) Recovery from pay of the whole or part of any pecuniary loss caused to the Centre by the employee.
- (f) Suspension.
- (g) Removal from service which does not disqualify for future employment.
- (h) Dismissal.

Note—The punishment of dismissal will involve permanent disqualification for future employment in the Centre.

90. The power of dismissing an employee in Category I or calling upon him to resign or of dispensing with his services or of penalising him in any other way shall vest in the Governing Body and in respect of employees in other categories with the Competent Authority.

91. The power of suspending an employee pending enquiry shall vest in the Competent Authority. During suspension the employee will be entitled to $\frac{1}{3}$ of the substantive pay only as subsistence grant. While under suspension the employee shall not leave Headquarters without the permission of the Authority Competent to suspend him.

92. Before it is decided to dismiss an employee or to require him to resign from service or to penalise him in any other way for an offence of which he has been reported guilty, he shall be called upon to render a written explanation of the charges against him and to show cause by such date as may be specified in this behalf as to why disciplinary action should not be taken against him. The employee's statement shall be submitted to the authority competent to award the punishment,

93. The Authority competent to award the punishment shall either enquire into the case itself or obtain an independent report on the case in writing from an officer specially deputed to investigate the case. This report, together with employee's statement shall be laid before the Authority competent to award punishment.

94. The Authority competent to award punishment shall then consider the matter and award such punishment, if any, as it deems proper in the circumstances. The decision of such authority shall be conveyed in writing to the employee concerned.

95. Bye-laws 92 to 94 above shall not apply where the person concerned has absconded, or where it is for other reasons impracticable to communicate with him. All or any of the provisions of these Bye-laws may, in exceptional cases, for special and sufficient reasons to be recorded in writing, be waived where there is a difficulty in observing exactly the requirements of these Bye-laws and these requirements can be waived without injustice to the person charged.

96. In case where an offence or misconduct is detected before it is complete or where the offence or misconduct is so fresh and the circumstances are such that to serve the employee concerned with charges is pure pretentiousness, it will be a just compliance with these Bye-Laws if the punishing authority demands immediate explanation and issues order describing the offence or misconduct and awards punishment.

Appeals and Applications for Review :

97. An employee shall have the right of appeal or of making an application for review, against any of the penalties imposed under Bye-law 87. Such an appeal or an application for review, as the case may be, shall be made :

- a) In the case of employees in Category I to the Governing Body, which shall refer the same to the Executive Committee. The Executive Committee shall consider the application and submit its recommendations to the Governing Body for such final orders as the later may deem fit to make ; and
- b) In the case of employees of other categories to an authority next higher than that which has passed the orders in question.

Provided that in every case where the employee concerned so desires, he shall have a right to be heard in person before the authority competent to hear the review of the appeal (Executive Committee in the case of employee in Category I) as the case may be.

98. Every appeal or an application for review shall comply with the following requirements :

- (a) It shall contain all material statements and grounds relied upon and shall be complete in itself ;
- (b) It shall specify the relief desired ; and
- (c) It shall be submitted through proper channel.

99. An appeal or an application for review may be withheld by the authority passing the original order if :

- (a) it does not comply with the requirements of Bye-laws 98 above ;

- (b) it deals with a matter which does not concern the employee personally ;
- (c) it repeats an appeal or application for review already rejected by the authority to whom the appeal or application for review is addressed and does not in the opinion of the authority passing the original order disclose any new points or circumstances which effort grounds for reconsideration ;
- (d) it is not preferred by him within one month of the order against which the appeal or an application for review is made and no reasonable cause is shown for the delay, or
- (e) it is addressed to an authority to which no appeal or an application for review lies under these Bye-laws.

100. In every case in which an appeal is withheld the authority referred to in the foregoing clauses shall inform the appellant of the fact of withholding the appeal and the reason for withholding it.

101. An appeal which is not withheld under Bye law 99 above shall be forwarded as soon as possible to the appellate authority with all relevant records and with the comments of the authority against whose orders the appeal has been filed.

102. No appeal shall lie against the withholding of the appeal by an authority competent to do so.

103. Appeals or applications for review shall not be addressed to the members of the Governing Body personally and any such action shall be deemed a breach of discipline punishable under these Bye-laws.

CHAPTER VII MISCELLANEOUS

Gratuity :

104. Service under the Centre shall not qualify for pension. A gratuity may, however, be admissible according to the Gratuity Bye-laws as shown in Appendix VI which have been approved by the Governing Body.

Provident Fund :

105. A 'Contributory' "Employees Provident Fund" may be created for the benefits of the employees of the Centre. The Provident Fund Bye-laws, as

Medical Facilities :

106. The employees of the Centre including the deputationist and their families shall be eligible for free medical facilities in accordance with the rules to be framed and approved by the Governing Body. The Medical Facilities Bye-Laws as shown in Appendix VIII have been approved by the Governing Body.

Record of Service :

107. A record of Service of each employee shall be maintained by the Centre in the Form prescribed for the purpose.

Confidential Reports :

108. A confidential Report shall be written annually for all employees except those in Category IV in the Form prescribed for the purpose. An employee shall not have access to his Confidential Report. He shall, however, be informed of adverse remarks relating to remedial defects, if any, in order to give him an opportunity to explain his position or to correct himself.

Legal Advisor :

109. A legal advisor for the Centre may be engaged with the approval of the Governing Body.

Financial powers of the Director :

110. In addition to the powers mentioned in Clause 35 of the Rules and Regulations and in the various preceding Bye-laws, the Director shall exercise the financial powers as laid down in Appendix I upto the extent necessary for the efficient running of the Centre, the Director may delegate any of these powers to the Chief Administrative Officer or any other officers as he may deem fit subject to the approval of the Governing Body.

Application of Factorisee Act, 1934 :

111. Notwithstanding anything contained in these Bye Laws, the workers employed in the workshop attached to the Centre shall be subject to all the Labour Laws applicable to factories as defined in the Factoris Act.

Relaxation of Applications of Bye-laws :

112. The Governing Body may relax any of the provisions of these Bye-laws at its discretion in any case it considers necessary in the interest of the Centre.

Abrogation/Amendments of Bye-laws :

113. For any addition, abrogation or amendment of the Bye-laws approved by the Governing Body, the Government shall be competent to issue a directive in order to remove any Bye-law which may be anomalous or conflicting with the Government Directives.

APPENDIX I

APPENDIX I
I INDUSTRIAL TECHNICAL ASSISTANCE CENTI
COMPETENT AUTHORITY
 (Vide Bye-law No. 2. (e))

ified below or in the Bye-laws will be exercised by th

	Authority competent to exercise the power 4	Item in respect of which power to t 5
ire it.	Imprest Holder.	Office Rent, Telephone and Elsc. of and Oils for vehicles, Stationary,

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	Authority competent to exercise the power 4	Item in respect of which power to t 5
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	44	Acceptance of Resignation	Same as Sl. No. 3	
	45	Waiver of payment in lieu of notice.	Same as for Sl. No. 3.	
0	46	To call upon an employee to retire	Same as for Sl. No. 4	
1	55	Increments to employees	Director	Employees of Category I Technical and Non-Technical.
			D. G. M.	Category II (Both Technical and Non-Technical.)
			C. A. O.	Employees in Categories III & IV Technical and Non-Technical in the Head Office.
			Officer Incharge Regional Office	Employees in Categories III and IV Technical and Non-Technical in the Regional Office.
2	61	Movement of Employees on permanent transfer.	Director	All Category of Employees
3	61	Movement of employees on temporary duty.	Director	Employees in Categories I and II Technical and Non-Technical in the Head Office.
			C. A. O.	Employees in Categories III and IV Technical and Non-Technical in the Head Office
			Officer Incharge Regional Office.	All Categories of Employees in the Regional Offices.

In absence of the Director

Director shall have the power to authorise his own moves.

Officer Incharge shall have the power to Authorise his own moves.

15	75	Grant of Earned Leave	Officer Incharge Regional Office. Director C. A. O. O. I. R. O.	All Categories of Employees in the Regional Office including his own bills. Employees in Categories I and II Technical and Non-Technical Employees in Categories III and IV Technical and Non-Technical in the Head Office. Employees in Categories III and IV Technical and Non-Technical in the Regional Offices.
16	77	Extraordinary Leave	Same as for Sl. No. 15	
17	79	Grant of C. L.	Director C. A. O. O. I. R. O.	Employees in Categories I Technical and Non-Technical in the Head Office and Officer Incharge of the R. O. Employees in Categories II & III and IV in the Head Office. All categories of Employees in the Regional office.
18	84	Grant of Station Leave	Same as for Sl. No. 17	
19	89	Punishments	Director C. A. O. Officer Incharge	Employees in Technical and Non-Technical of which he is appointing Authority Non-Technical employees in Categories III and IV in H. O. Technical and Non-Technical Categories III and IV Employees.

C. L. upto 3 days may be sanctioned by the immediate Officer of the employee where ever applicable.

20

91 Suspension pending inquiry

Director

C. A. O.

O. I. R. O.

Employees in Categories I and II.

Categories III and IV Technical and Non-Technical in H. O.

Employees in Category III & IV (Tech. & Non-Tech. in the Regional Offices.

21

110 Financial powers

Director

(i) Payment of Pay and Allowances to the employees of the Centre and stipends to Trainees

(ii) Incur expenditure on all items included under budget Head 'Other Charges' in the approved budget including that made by reappropriations.

(iii) Power to appropriate funds within each primary unit of appropriation to meet expenditure falling under that unit.

(iv) Incur expenditure on the construction and maintenance of Building, etc.

(v) Power to sanction telephone connections and payment of rents thereof.

(vi) Advances of pay to employees under transfer, etc.

(vii) Writing off of losses which are not due to theft or fraud or which do not disclose a defect of system or negligence on the part of any employee which might call for disciplinary action requiring the orders of the Governing Body.

(viii) To order sale by auction or otherwise in the interest of the Centre of unserviceable or perishable stores.

(i) In every case of loss necessary investigations shall be carried out.

(ii) All cases of losses will be reported to the Governing Body, BITAC.

APPENDIX II

BANGLADESH INDUSTRIAL TECHNICAL ASSISTANCE CENTRE

Educational qualification and experience for appointment to various posts in the Centre (For Technical Personnel).

Sl. No.	Name of the post	Qualification and experience
1.	Deputy General Manager Age : 35—45 years.	a) Graduate in Mechanical/Electrical Engineering or A. M. I. E. (Mech.), A M. I. E. (Electrical). b) Should have a minimum of 15 years experience comprising the following : i) Industrial Plants. ii) Design Project (Complete-Mechanical Plant). iii) Advance Workshop Practice. iv) Planning and Organisation of Workshop. v) Selection, Installation and Operation of Workshop and Material Processing Equipment and Installation. vi) Maintenance of Industrial Equipment and Machinery. vii) Design and Products Planning Machine Tools, Jigs and Fixtures. viii) Preparation and Processing of Industrial Scheme. ix) Administration and Management of Organisation.
2.	Chief of Operations Age : 30—45 Years.	a) Graduate in Mechanical/Electrical Engineering. b) Should have a minimum of 10 years experience comprising the following : i) Industrial Plant.

Name of the post	Qualification and experience
Senior Engineer (Machine Shop). Age : 25—45 years.	a) University Graduate in Mechanical Engineering or Equivalent. b) 5 years experience comprising the following : i) Selection, Installation and Operation of Machinery and Equipment. ii) Selection of Materials for Production Tools. iii) Techniques for increasing Productivity. iv) Use of Dies, Jigs, Fixtures, Gauges etc. v) Inspection and gauging of tools and Machine Components. vi) Some experience in Design of Dies, Jigs and Fixtures.
Senior Engineer (Ceramics). Age : 25—45 years.	a) University Graduate in Ceramics Engineering. b) 5 years experience comprising the following : i) Production and Development of Ceramics and Glass Products. ii) Design of Ceramics and Glass Kilns and equipment. iii) Techniques for increasing productivity of Ceramics and Glass Industry.
Senior Engineer (Steel) Age : 25—45 years.	a) University Graduate in Metallurgy or Equivalent. b) 5 years experience comprising the following :— i) Installation Operation of Rolling Mill Machinery and Equipment.

Sl. No.	Name of the post	Qualification and experien
		<ul style="list-style-type: none"> ii) Rolling Steel Bars, Section Sheet. iii) Design of Roll Passes and Furnaces. iv) Selection of correct qua materials for rolling purp v) Inspection and testing of rolled products.
7.	Senior Engineer (Chemicals) Age : 25—45 Years.	<ul style="list-style-type: none"> a) University Graduate in Chem neering or equivalent. b) 5 years experience comprising ing : <ul style="list-style-type: none"> i) production and Develc Chemical product like Chemicals and Acids, So oils, Pharmaceuticals, Paint shes, Fertilizers, etc. ii) Design of Chemical Engin and Equipment. iii) Techniques of increasing productivity of chemical ir
8.	Senior Engineer (Foundry) Age : 25—45 years.	<ul style="list-style-type: none"> a) Graduate in Mechanical En. Equivalent. b) 5 years experience comprising ing : <ul style="list-style-type: none"> i) Ferrous and Non-Ferro practice. ii) Operation of modern fou ment like various types furnaces ; sand preparin moulding machines, c equipment, etc. iii) Pattern making practice.

Name of the post	Qualification and experience
Senior Engineer Machine Shop. Age : 25—45 years.	<ul style="list-style-type: none"> iv) Hot working of metals. v) Testing of Engineering Materials and Foundry sands. a) University Graduate in Mechanical Engineering or Equivalent. b) 5 years practical experience comprising the following : <ul style="list-style-type: none"> i) Tooling up of Machine Tools and their operations for production purposes. ii) Manufacture of Machine components. iii) Inspection and gauging of machine components.
Senior Engineer Protective Coating) Age : 25—45 years,	<ul style="list-style-type: none"> a) M. Sc. Chemical Engineering or equivalent b) 5 years practical experience in the following : <ul style="list-style-type: none"> i) Selection, installation and use of electrical generator and rectifiers, clearing and polishing equipment, checking and testing instruments and Electro-Thermal process. ii) Commercial Electroplating Anodizing Practices.
Senior Engineer Training) Age : 25—45 Years.	<ul style="list-style-type: none"> a) University Graduate in Mechanical Engineering or equivalent. b) 5 years' practical experience comprising the following : <ul style="list-style-type: none"> i) Tooling up, setting and operation of Machine Tools and workshop equipment. ii) Teaching and training experience, Workshop Technology. iii) Development of training and teaching programme.

Sl. No.	Name of the post	Qualification and experie
12.	Senior Engineer (Machine and Fixtures and Design). Age : 25—45 years.	a) University Graduate in Mech- neering or Equivalent. b) 5 years experience comprising th i) Design and drafting of machines, machine tool components, jigs, fixtur production tools, etc. ii) Machining, finishing and ment processes of engineeri iii) Selection of materials l components and tools. iv) Job estimating.
13.	Senior Engineer (Die and Tool Design). Age : 25—45 years.	a) University Graduate in Mech- Engineering or Equivalent. b) 5 years' experience comp following : i) Design and drafting of pr forging dies, metals and pl moulds, die casting dies, ii) Machining, finishing and h processes of dies and mo
14).	Junior Engineer (Machine Shop) Age : 25—40 years.	a) University Degree in Mechan ring or equivalent with three y experience comprising the foll i) Tooling up, setting and machine tools for product ii) Manufacture of Machine and tools of precision natu iii) Inspection and gauging components for precisio using high precision measur and gauges and tools.
		Or, b) Associate Diploma-in-Mechanic With ten years' practical e the fields

Name of the post	Qualification and Experiences
Junior Engineer (Machine Tools). Age : 25—40 years.	a) University Degree in Mechanical Engineering equivalent to three years practical experience comprising the following : <ol style="list-style-type: none"> i) Selection, installation and Operation of Machine Tools. ii) Selection of materials for production tools iii) Tooling up and Setting of Machine Tools for production operations. iv) Use of Dies, Jige fixtures and moulds for production operations. v) Inspection and gauging of tools and components instruments and etc.
Junior Engineer (Industrial Engineering). Age : 25—40 years.	a) University Graduate in Mechanical Engineering with industrial engineering as one of the main subjects or equivalent with three years practical experience comprising the following : <ol style="list-style-type: none"> i) Layout and installation of Industrial Machinery and Machine Tools. ii) Production Planning and Control. iii) Machining process and methods. iv) Job Estimating. v) Quality Control. vi) Material Holding. vii) Shop procedures. <p style="text-align: center;">Or,</p> b) Associated Diploma-in-Mechanical Technology with ten years practical experience in the above fields.
Junior Engineer (Chemical Engineering) Age : 25—40 years.	a) University Degree in Chemical Engineering or equivalent with three years practical experience in the following fields :

Sl. No.	Name of the post	Qualification and experiences
		i) Manufacturing processes ; testing methods and operation of equipment used in the commercial manufacture of chemicals and acids, edible oils, fertilizers, dyes, paints, pharmaceuticals and cosmetics.
18.	Junior Engineer (Steel) Age : 25—40 years.	a) University Degree in Metallurgy/Mechanical Engineering or Equivalent with 3 years practical experience comprising the following : <ul style="list-style-type: none"> i) Installation and operation rolling mills machinery and equipment. ii) Rolling of steel, brass and aluminium strips, sheets and sections. iii) Design of roll passes and rolling mill furnaces. iv) Selection of correct material or rolled products. v) Inspection and testing of billets and rolled products. Or, <ul style="list-style-type: none"> b) Associated Diploma in Mechanical Technology with ten years practical experience in the above fields.
19.	Junior Engineer (Ceramics). Age : 25—40 years.	a) University Degree in Ceramic Engineering or equivalent with three years practical experience comprising the following : <ul style="list-style-type: none"> i) Testing of raw materials ingredients, glazes and polishes of ceramics, glass and refractory products. ii) Processing and benefit-action of raw materials mentioned above iii) Operation of machinery and equipment and instruments used in testing, processing and refractory products.

Sl. No.	Name of the post	-Qualification and Experience
20.	Junior Engineer (Training) Age : 25—40 years.	a) University Degree in Mechanical Engineering or equivalent with 3 years experience comprising the following : i) Teaching experience in Technical subjects. ii) Training of personnel in Workshop technology or Apprenticeship courses. iii) Development of Training Programmes. Or b) Associated Diploma in Mechanical Technology or equivalent with 5 years experience in the above fields.
21.	Junior Engineer (Machine and Fixture Design). Age ; 25—40 years.	a) University Graduate in Mechanical Engineering or equivalent with 3 years experience comprising the following : i) Design and drafting of industrial machines, machine tools, machine components, jigs, fixtures, gauges, press tool dies, production tools, etc. ii) Machining, finishing and heat treatment process of engineering materials. iii) Selection of materials for machine components and tools. iv) Job estimating. Or b) Associated Diploma in Mechanical Technology or equivalent with 10 years experience in the above fields.
22.	Junior Engineer (Die and Tool Design). Age : 25—40 years.	a) University Graduate in Mechanical Engineering or equivalent with 3 years experience comprising the following : i) Design and drafting of press tool dies, forging dies, metal and plastic casting moulds, die casting dies, etc. ii) Machining, finishing and Heat Treatment Process of dies and moulds.

Sl. No.	Name of the post	Qualification and experience
		<ul style="list-style-type: none"> iii) Selection of materials for dies and moulds. iv) Job estimating. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> b) Associated Diploma in Mechanical Technology with 10 years experience in the above fields.
23.	Junior Engineer (Tool and Die shop) Age : 25—40 years.	<ul style="list-style-type: none"> a) University Graduate in Mechanical Engineering or equivalent with 3 years practical experience comprising the following : <ul style="list-style-type: none"> i) Tooling up and operations of Tool Shop Equipment and their operations. ii) Manufacturing of dies, jigs, fixtures moulds, gauges and production tool. iii) Inspection and gauging of tools and components <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> b) Associated Diploma in Mechanical Technology with 10 years experience in the above fields.
24.	Junior Engineer (Foundry) Age : 25—40 years.	<ul style="list-style-type: none"> a) University Graduate in Mechanical Engineering or equivalent with 3 years experience comprising the following : <ul style="list-style-type: none"> i) Ferrous and non-ferrous foundry practice. ii) Operation of modern foundry equipment, sand preparing machinery, core making machinery and equipment etc. iii) Pattern making practice. <p style="text-align: center;">Or,</p> <ul style="list-style-type: none"> b) Associated Diploma in Mechanical Technology for equipment with 10 years experience in the above fields.

Sl. No.	Name of the post	Qualification and Experience
25.	Junior Engineer (Protective Coating). Age ; 25—40 years.	a) M. Sc. in Chemical Technology or equivalent. b) 2 years practical experience comprising the following : i) Installation and operation of modern electroplating and anodizing equipment and electronics controls. ii) Commercial Electroplating, and Anodizing Practice.
26.	Stores Officer Age ; 25—40 years.	a) Graduate from a recognized University. b) Should have experience in store-keeping and accounting of stores and preferably possess a degree or a Diploma in Mechanical Engineering. Should be very well acquainted with specifications of Mechanical Equipment, engineering materials, tools, etc.
27.	Audio Visual Assistant Age : 25—35 years.	a) Matriculation. b) Should have 5 years experience in handling Flim and Slide Projectors. c) Should also know the handling of Tape-Recorder and the display of charts and photographs d) Photographic skill will be considered as additional qualification.
28.	Store-keeper Age : 25—35 years.	a) Matriculation. b) Should have 3 years experience in maintenance of Engineering Stores and preferably possess an associated Diploma in Mechanical Engineering. c) Knowledge of maintaining Ledger Account, Stock Register and Monthly Accounts Essential.
29.	Asstt. Store-keeper, Age : 25—35 years.	a) Matriculation with two years experience. b) Knowledge of maintaining ledger Account, Stock Register and monthly Accounts are essential.

Sl. No.	Name of the post	Qualification and experien
		<ul style="list-style-type: none"> ii) Rolling Steel Bars, Section Sheet. iii) Design of Roll Passes and Furnaces. iv) Selection of correct qua materials for rolling purp v) Inspection and testing of rolled products.
7.	Senior Engineer : (Chemicals) Age : 25—45 Years.	<ul style="list-style-type: none"> a) University Graduate in Chen neering or equivalent. b) 5 years experience comprising ing : <ul style="list-style-type: none"> i) production and Develc Chemical product like Chemicals and Acids, So oils, Pharmaceuticals, Paint shes, Fertilizers, etc.' ii) Design of Chemical Engin and Equipment. iii) Techniques of increasing productivity of chemical in
8,	Senior Engineer (Foundry) Age : 25—45 years.	<ul style="list-style-type: none"> a) Graduate in Mechanical En. Equivalent. b) 5 years experience comprising ing : <ul style="list-style-type: none"> i) Ferrous and Non-Ferro practice. ii) Operation of modern fou ment like various types furnaces ; sand preparin moulding machines, c equipment, etc. iii) Pattern making practice.

Name of the post	Qualification and experience
Senior Engineer Machine Shop. Age : 25—45 years.	<ul style="list-style-type: none"> iv) Hot working of metals. v) Testing of Engineering Materials and Foundry sands. <ul style="list-style-type: none"> a) University Graduate in Mechanical Engineering or Equivalent. b) 5 years practical experience comprising the following : <ul style="list-style-type: none"> i) Tooling up of Machine Tools and their operations for production purposes. ii) Manufacture of Machine components. iii) Inspection and gauging of machine components.
Senior Engineer (Protective Coating) Age : 25—45 years,	<ul style="list-style-type: none"> a) M. Sc. Chemical Engineering or equivalent b) 5 years practical experience in the following : <ul style="list-style-type: none"> i) Selection, installation and use of electrical generator and rectifiers, clearing and polishing equipment, checking and testing instruments and Electro-Thermal process. ii) Commercial Electroplating Anodizing Practices.
Senior Engineer (Training) Age : 25—45 Years.	<ul style="list-style-type: none"> a) University Graduate in Mechanical Engineering or equivalent. b) 5 years' practical experience comprising the following : <ul style="list-style-type: none"> i) Tooling up, setting and operation of Machine Tools and workshop equipment. ii) Teaching and training experience, Workshop Technology. iii) Development of training and teaching programme.

Sl. No.	Name of the post	Qualification and experie
12.	Senior Engineer (Machine and Fixtures and Design). Age : 25—45 years.	a) University Graduate in Mech neering or Equivalent. b) 5 years experience comprising th i) Design and drafting o machines, machine too components, jigs, fixtu production tools, etc. ii) Machining, finishing and ment processes of engineer iii) Selection of materials components and tools. iv) Job estimating.
13.	Senior Engineer (Die and Tool Design). Age : 25—45 years.	a) University Graduate in Mech Engineering or Equivalent. b) 5 years' experience com following : i) Design and drafting of p forging dies, metals and p moulds, die casting dies, ii) Machining, finishing and h processes of dies and mo
14.)	Junior Engineer (Machine Shop) Age : 25—40 years.	a) University Degree in Mecha ring or equivalent with three y experience comprising the foll i) Tooling up, setting and machine tools for product ii) Manufacture of Machine and tools of precision natu iii) Inspection and gauging components for precisic using high precision measu and gauges and tools.
		Or, b). Associate Diploma-in-Mechani With ten years' practical the fields

Name of the post	Qualification and Experiences
Junior Engineer (Machine Tools). Age : 25—40 years.	a) University Degree in Mechanical Engineering equivalent to three years practical experience comprising the following : <ol style="list-style-type: none"> i) Selection, installation and Operation of Machine Tools. ii) Selection of materials for production tools iii) Tooling up and Setting of Machine Tools for production operations. iv) Use of Dies, Jige fixtures and moulds for production operations. v) Inspection and gauging of tools and components instruments and etc.
Junior Engineer (Industrial Engineering). Age : 25—40 years.	a) University Graduate in Mechanical Engineering with industrial engineering as one of the main subjects or equivalent with three years practical experience comprising the following : <ol style="list-style-type: none"> i) Layout and installation of Industrial Machinery and Machine Tools. ii) Production Planning and Control. iii) Machining process and methods. iv) Job Estimating. v) Quality Control. vi) Material Holding. vii) Shop procedures. <p style="text-align: center;">Or,</p> b) Associated Diploma-in-Mechanical Technology with ten years practical experience in the above fields.
Junior Engineer (Chemical Engineering) Age : 25—40 years.	a) University Degree in Chemical Engineering or equivalent with three years practical experience in the following fields :

Sl. No.	Name of the post	Qualification and experiences
18.	Junior Engineer (Steel) Age : 25—40 years.	<p>i) Manufacturing processes ; testing methods and operation of equipment used in the commercial manufacture of chemicals and acids, edible oils, fertilizers, dyes, paints, pharmaceuticals and cosmetics.</p> <p>a) University Degree in Metallurgy/Mechanical Engineering or Equivalent with 3 years practical experience comprising the following :</p> <ul style="list-style-type: none"> i) Installation and operation rolling mills machinery and equipment. ii) Rolling of steel, brass and aluminium strips, sheets and sections. iii) Design of roll passes and rolling mill furnaces. iv) Selection of correct material or rolled products. v) Inspection and testing of billets and rolled products. <p>Or,</p> <p>b) Associated Diploma in Mechanical Technology with ten years practical experience in the above fields.</p>
19.	Junior Engineer (Ceramics). Age : 25—40 years.	<p>a) University Degree in Ceramic Engineering or equivalent with three years practical experience comprising the following :</p> <ul style="list-style-type: none"> i) Testing of raw materials ingredients, glazes and polishes of ceramics, glass and refractory products. ii) Processing and benefit-action of raw materials mentioned above iii) Operation of machinery and equipment and instruments used in testing, processing and refractory products.

Sl. No.	Name of the post	Qualification and Experience
20.	Junior Engineer (Training) Age : 25—40 years.	a) University Degree in Mechanical Engineering or equivalent with 3 years experience comprising the following : <ul style="list-style-type: none"> i) Teaching experience in Technical subjects. ii) Training of personnel in Workshop technology or Apprenticeship courses. iii) Development of Training Program Or b) Associated Diploma in Mechanical Technology or equivalent with 5 years experience in the above fields.
21.	Junior Engineer (Mechine and Fixture Design). Age ; 25—40 years.	a) University Graduate in Mechanical Engineering or equivalent with 3 years experience comprising the following : <ul style="list-style-type: none"> i) Design and drafting of industrial machines, machine tools, machine components, jigs, fixtures, gauges, pre tool dies, production tools, etc. ii) Machining, finishing and heat treatment process of engineering materials. iii) Selection of materials for machine components and tools. iv) Job estimating. Or b) Associated Diploma in Mechanical Technology or equivalent with 10 years experience in the above fields.
22.	Junior Engineer (Die and Tool Design). Age : 25—40 years.	a) University Graduate in Mechanical Engineering or equivalent with 3 years experience comprising the following : <ul style="list-style-type: none"> i) Design and drafting of press tool dies, forging dies, metal and plastic casting moulds, die casting dies, etc. ii) Machining, finishing and Heat Treatment Process of dies and moulds.

Sl. No.	Name of the post	Qualification and experience
		<ul style="list-style-type: none"> iii) Selection of materials for dies and moulds. iv) Job estimating. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> b) Associated Diploma in Mechanical Technology with 10 years experience in the above fields.
23.	Junior Engineer (Tool and Die shop) Age : 25—40 years.	<ul style="list-style-type: none"> a) University Graduate in Mechanical Engineering or equivalent with 3 years practical experience comprising the following : <ul style="list-style-type: none"> i) Tooling up and operations of Tool Shop Equipment and their operations. ii) Manufacturing of dies, jigs, fixtures moulds, gauges and production tool. iii) Inspection and gauging of tools and components <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> b) Associated Diploma in Mechanical Technology with 10 years experience in the above fields.
24.	Junior Engineer (Foundry) Age : 25—40 years.	<ul style="list-style-type: none"> a) University Graduate in Mechanical Engineering or equivalent with 3 years experience comprising the following : <ul style="list-style-type: none"> i) Ferrous and non-ferrous foundry practice. ii) Operation of modern foundry equipment, sand preparing machinery, core making machinery and equipment etc. iii) Pattern making practice. <p style="text-align: center;">Or,</p> <ul style="list-style-type: none"> b) Associated Diploma in Mechanical Technology for equipment with 10 years experience in the above fields.

Sl. No.	Name of the post	Qualification and Experience
25.	Junior Engineer (Protective Coating). Age ; 25—40 years.	a) M. Sc. in Chemical Technology or equivalent. b) 2 years practical experience comprising the following : i) Installation and operation of modern electroplating and anodizing equipment and electronics controls. ii) Commercial Electroplating, and Anodizing Practice.
26.	Stores Officer Age ; 25—40 years.	a) Graduate from a recognized University. b) Should have experience in store-keeping and accounting of stores and preferably possess a degree or a Diploma in Mechanical Engineering. Should be very well acquainted with specifications of Mechanical Equipment, engineering materials, tools, etc.
27.	Audio Visual Assistant Age : 25—35 years.	a) Matriculation. b) Should have 5 years experience in handling Flim and Slide Projectors. c) Should also know the handling of Tape-Recorder and the display of charts and photographs d) Photographic skill will be considered as additional qualification.
28.	Store-keeper Age : 25—35 years.	a) Matriculation. b) Should have 3 years experience in maintenance of Engineering Stores and preferably possess an associated Diploma in Mechanical Engineering. c) Knowledge of maintaining Ledger Account, Stock Register and Monthly Accounts Essential.
29.	Asstt. Store-keeper, Age : 25—35 years.	a) Matriculation with two years experience. b) Knowledge of maintaining ledger Account, Stock Register and monthly Accounts are essential.

Sl. No.	Name of the post	Qualification and experie
30.	Market Survey Assistant Age : 25-35 years.	a) Diploma-in-Mechanical . Techn Workshop Technology as the One year practical experience workshop equipped with fc machine shop and general exper Representative with a private with pumps, engines, steel furn equipments, machine tools, casti products cte.
<p>The above qualifications and age limits may be waived/relaxed by t Authority.</p>		
31.	Estimator Age : 25 45 years.	a) Associate Diploma-in-Mechanic from a Polytechnic Institute. b) 6 years practical experience c following : i) Tooling up of Machine T operations for production ii) Time and material est process analysis, preparat tion sheets.
32.	Designer (Machine and Fixture Desegn). Age : 25 45 years.	a) Diploma in-Machinical Drafti b) 8 years experience cor following : i) Design and drafting of industrial machinery, jigs gauges. ii) Some experience of ma treatment processes fc material.

Name of the post	Qualification and experience
signer (Tool and Die sign) : : 25—45 years.	a) Diploma in-Mechanical Drafting. b) 8 years' experience comprising the following : i) Design and drafting of press tool dies, die casting and forging dies, plastic and metal casting dies, cutting tools etc. ii) Some experience of machining and heat treatment processes for tool steel,
IFICATIONS OF TECHNICAL STAFF OTHER THAN OFFICERS	
ftsman Grade-I (chine and Fixtures) e : 20—35 years.	a) Diploma-in-Mechanical Drafting. b) 4 years' experience comprising the following: i) Design and drafting of machine tools, Industrial machinery, jigs, gauges, and fixtures. ii) Some experience of machining and heat treatment processes for engi- neering materials.
ftsman Grade-II (achine and Fixtures) : : 20—35 years.	a) Same as above but with two years expe- riences.
ftsman Grade-I (ols and Dies) : : 20—35 Years.	(a) Diploma-in-Mechanical Drafting. (b) 4 years' experience comprising the following: i) Design and drafting of cutting tools, dies and moulds. ii) Some experience in machining heat treatment processes for tool steels.
ftsman Grade II & III (ols and Dies). : : 20—35 years	a) Same as above but with two years experiences.

Sl. No.	Name of the post	Qualification and Experience
5)	Senior Supervisor (Tool Shop) Age : 25--45 years.	a) Machinist Certificate from a Technical Training Centre or equivalent. b) 8 years practical experience comprising the following : i). Tooling up of precision machine tools and their operations for production purposes. ii) Manufacture of press Tool Dies, Die Casting and Forging Dies, Plastic and Metal Casting Moulds, Cutting tools Jigs, Fixtures and gauges. Should be able to read blue-print.
6	Junior Supervisor (Tool Shop) Age : 20--35 years.	a) Machinist Certificate from a Technical Training Centre. b) 6 years' practical experience comprising the following : i) Tooling up of precision machine tools and their operations for production purposes. ii) Manufacture of Press Tool Dies, Die casting and Forging dies, Plastic and Metal casting moulds, Cutting tools jigs and fixtures. Should be able to read blue-prints.
7	Senior Supervisor (Machine Shop) Age : 25--45 ydars.	a) Machinist Certificate from a Technical Training Centre. b) 8 years' practical experience comprising the following : i) Tooling up of precision machine tools and their operations for production purposes. ii) Manufacturing of precision machine parts and components. Should be able to read blue-prints.

Name of the post	Qualification and experience
Supervisor (Machine Shop). 20—35 years.	<ul style="list-style-type: none"> a) Machinist Certificate from a Technical Training Centre. b) 6 years' practical experience comprising the following : <ul style="list-style-type: none"> i) Tooling up and operation of machine tools for production purposes. ii) Manufacture of precision machine parts and components. Should be able to read blue-prints.
Senior Supervisor (Heat-treatment). Age : 25—45 years.	<ul style="list-style-type: none"> a) Matric with science and drawing. b) 5 years' practical experience in the heat treating of tools, dies, jigs, fixtures, machine and components and engineering materials. Should be able to read blue-prints.
Senior Supervisor (Foundry). Age : 20—35 years.	<ul style="list-style-type: none"> a) Certificate in Foundry Trade from a Technical Training Centre. b) 5 years' practical experience in modern foundry engaged in the casting of ferrous and non-ferrous metal products. c) Experience in operation of melting furnaces, sand core preparing machines, moulding machine essential. Should be able to read blue-prints.
Senior Supervisor (Pattern-Shop). Age : 20—35 years.	<ul style="list-style-type: none"> (a) Certificate in carpentry and pattern making from a Technical Training Centre. (b) 6 years' practical experience in a Mechanised pattern shop. (c) Experience in operation of wood working machinery essential. Should be able to read blue-prints.

Sl. No.	Name of the post	Qualification and experience
12	Junior Supervisor (Protective Coating) Age : 20—35 years.	<ul style="list-style-type: none"> a) Certificate in Electroplating from a Technical Training Centre. b) 6 years' practical experience in electroplating, copper, nickle, chromium, zinc etc. c) Experience in the operation of plating rectifiers, plating, dynamces plating barrels. etc. d) Some experience of anodizing desirable.
13	Junior Supervisor (Inspection) Age : 20—35 years.	<ul style="list-style-type: none"> a) Matric with science and drawing. b) Machinist certificate from a Technical Training Centre. c) 6 years' practical experience comprising the following : <ul style="list-style-type: none"> i) Operation of precision mechanical tools. ii) Inspection Techniques. iii) Tool and Die making. d) Operation and use of precision control equipment essential. Should be able to read blue-prints.
14.	Junior Supervisor (Maintenance) Age : 20—35 years.	<ul style="list-style-type: none"> a) Matric with science and drawing. b) 6 years' practical experience in repairs, maintenance and reconditioning of machine tools electric equipment and industrial machinery. Should be able to read blue-prints.
15.	Tradesman Grade—I (Machine and Tool Shop) Age : not less than 21 years.	<ul style="list-style-type: none"> a) Machinist Certificate from a Technical Training Centre. b) 4 years' practical experience comprising the following : <ul style="list-style-type: none"> i) Operation of precision machine tools. ii) Production of precision parts and tools. Should be able to read blue-prints.

Sl. No.	Name of the post	Qualification and experience
16.	Tradesman Grade—II (Machine and Tool Shop) Age not less than 16 years.	Same as above but experience two years.
17.	Tradesman Grade—III Age not less than 18 years.	Same as above.
18.	Tradesman Grade—I (H. T. Shop) Age : above 21 years.	a) Matric with science and drawing. b) 4 years' practical experience in Heat Treatment of tools and machine parts. Should be able to read blue-prints.
19.	Tradesman Grade II, Age above 18 years	Same as above but experience 2 years.
20.	Tradesman Grade—I (Protective Coating) Age above 21 years.	a) Matric b) 4 years' practical experience in electroplating Copper, Nickle, Chromium.
21.	Tradesman Grade II Age above 18 years.	Same as above but experience two years.
22.	Tradesman Grade—III Age not less than 18 yrs.	Same as above but experience one year.
23.	Tradesman Grade I (F) Age above 21 years.	a) Certificate in Foundry Trade from a Technical Training Centre. b) 4 years practical experience in ferrous and non-ferrous foundry practice. Should be able to read blue-prints.
24.	Tradesman Grade II (F) Age above 18 years.	Same as above

Sl. No.	Name of the post	Qualification and Experience
25.	Tradesman Grad—III (F) Age not less than 18 years.	Same as above but experience 1 year.
26.	Tradesman Grade—I (Pattern) Age above 21 years.	a) Certificate in carpentry and pattern making from a Technical Training Centre. b) 4 years' experience as a Pattern Maker. c) Experience in operation of wood working machinery essential. Should be able to read blue-prints.
27.	Tradesman Grade—II (Pattern) Age above 18 years.	Same as above but experience two years.
28.	Tradesman (Welding) Grade—I. Age above 25 years.	a) Certificate in welding trade from a Technical Training Centre. b) 4 years practical experience in Electric Arc and gas welding, electric spot and steam welding and gas cutting. Should be able to read blue-prints.
29.	Tradesman (Welding) Grade—II. Age : above 18 years.	Same as above but experience two years.
30.	Tradesman (Welding) Grade—III. Age above 18 years.	a) Certificate in Welding Trade from a Technical Training Centre. b) One year practical experience in electrical arc and gas cutting Should be able to read blue-prints.

Sl. No.	Name of the post	Qualification and experience
31.	Tradesman (Forging Shop) Grade—I. Age : 25 years (Minimum)	a) Certificate in forging trade from a Technical Training Centre. b) 4 years' Practical experience in free machine forging, die forging, with drop hammers, free manual forging. Should be able to read blue-prints.
32.	Tradesman (Forging Shop) Grade—II. Age : above 18 years.	Same as above but experience two year.
33.	Tradesman (Forging Shop) Grade—III. Age : above 18 years.	Same as above but experience one years.
34.	Tradesman (Sheet Metal). Grade—I. Age : above 25 years.	a) Certificate in Sheet Metal Trade from a Technical Training Centre. b) 4 years' practical experience in layout and fabrication of sheet metal products. c) Operation of sheet metal shears, bending and folding brakes, binding rolls and alter sheet metal equipment. Should be able to read blue-prints.
35.	Tradesman Grade—II. (Sheet Metal) Age : above 18 years.	Same as above but experience two years.
36.	Tradesman. Grad.—III. (S.M.) Age : above —18 years	Same as above but experience two years.

Sl. No.	Name of the post	Qualification and experience
37.	Tradesman Grade—I (Inspection) Age : above 25 years.	(a) Machinist Certificate from Training Centre. b) Two years' practical experience machine tool operation enga production of precision tools a components. c) Two years practical experience i and Quality Control departmen inspection of precision tools a components. Should be able to read blue.
38.	Trademan Grade—II (Inspection) Age : above 18 years.	Same as above but expeiences each under (b) and (c).
39,	Tradesman Grade—I, (Maintenance) Age : above 20 years,	a) Electricians Diploma from Training Centre. b) 4 years' practical experience in maintenance, reconditioning a Electric Machinery and Electrc Should be able to read blu
40,	Tradesman (Maintenance) Grade—II, Age: above 18 years	(a) Electricians Diploma from Training Centre. b) 4 years' practical experience in maintenance, reconditioning ar Electric Machinery and Electr Should be able to read blu
41.	Tradesman (Mainten- ance) Grade—I, Age : above 20 years	a) Fitter Mechanics Certifica Technical Training Centre. b) 4 years' practical experience ir assembly, repairs and ma Industrial equipment, macl installation. Should be able to read blu

Name of the post

Qualification and experience

Welding (Maintenance) Grade—II.

Age : above 18 years.

The above qualifications and age limits may be waived/relaxed by the competent Authority.

Same as above but two years experience.

MINIMUM QUALIFICATIONS AND EXPERIENCE FOR APPOINTMENT AS APPRENTICE ENGINEERS IN DIFFERENT TRADES IN THE CENTRE.

Apprentice Engineer
(Foundry Engineering)
Age : 23—27 years.

- a) University Degree or Diploma of recognised institution in Mechanical Engineering with Metallurgy as a subject.
- b) No practical experience in the case of University Graduates but two years in the case of Diploma holders in the following:
 - i) Ferrous and Non-Ferrous Foundry Practices.
 - ii) Operation of Metal Melting furnaces.
 - iii) Pattern Making.

Apprentice Engineer
(Machine and Tool Shop)
Age : 23—27 years.

- a) University Degree or Diploma of a recognised Institution in Mechanical Engineering with Advanced Workshop Practice as one of the subjects.
- b) No experience in the case of University Graduates but two years in the case of Diploma holders in the following :
 - i) Tooling up and operation of machine tools engaged in the manufacture of machinery components, tools, etc.
 - ii) Operation of inspection instruments, gauges, used in the inspection of machine components.

Sl. No.	Name of the post	Qualification and experie
3.	Apprentice Engineer (Protective and Deco- rative Coatings). Age : 23—27 years.	a) University Degree of a recognis in Industrial Chemistry. b) About two years' practical the following : i) Operation of Electr equipment like AC—DC Rectifiers, Voltage and A ations, Volts and Ampe ii) Electroplating of ferrou ferrous metals.
4.	Apprentice Engineer (Machine Tool Design) Age : 23—27 years.	a) University Degree or Dip recognised Institution in Mec neering with Machine Design in the final year. b) No. practical experience in University Graduate but two case of Diploma holders in tl i) Preparation of Spec Machine Tools and C ii) Design and Drafting of attachments, Cutting to fixtures, press tools, etc.

QUALIFICATION OF NON-TECHNICAL OFFICERS AND ST EXPERIENCES.

- | | | |
|----|---|---|
| 1. | Chief Administrative
Officer
Age : 35—50 years. | a) Graduate from a recognis
b) Must have at least 10 yea
of Secretariate work in a
in Government or private
of standing.
c) Should have full knowledge of
administrative matters and
with Government Rules and |
|----|---|---|

Name of the post	Qualification and experience
f Accountant and rnal Auditor. : 24—45 years.	a) Registered Accountant or Associate Fellow of International Cost of Works Accountant or Bangladesh Institute of Industrial Accounts. b) Should have extensive experience of Commercial Accounts including Costing.
rtrial Management Productivity ber. : 25—45 years.	a) Graduate from a recognised University. b) Should have extensive experience in a Government or private organisation of standing connected with Industrial Deve- lopment, productivity, Management Marketing and allied subjects. Experience in training will be considered as additional qualifications.
Liaison officer : 25—40 years.	a) Graduate form a recognised University. b) Should have sufficient experience in Informa- tion, Publicity and Public Relations work.
city and Public tions Officer : 25—40 years.	a) Graduate from a recognised University. b) Should have sufficient expeience in Informa- ation, Publicity and public Relations works, also preferable holding a Degree/Diploma in Journalism.
unts Officer : 30—45 years.	a) Graduate preferably in commerce from a recognised University or qualified in Sub- ordinate Accounts Service Examination. Diploma/Certificate in Cost Accounting will be considered as additional qualification. b) Should have extensive experience of accounts with at least 5 years experience as an Accountant in Government or private organization of standing.

Sl. No.	Name of the post	Qualification and experience
7.	Liaison Officer Age : 25—40 years.	<ul style="list-style-type: none"> a) Graduate from a recognised University. b) Must have sufficient experience of Administration in Government or private organisation of standing. c) Should have knowledge of establishment and administration matters and be conversant with Government Rules and Regulations.
8.	Liaison Officer (Planning) Age : 25—40 years.	As above but should have experience planning.
9.	Labour & Administrative Officer. Age : 30—45 years.	<ul style="list-style-type: none"> a) Graduate from a recognised University. b) Should be well conversant with Labor Laws and preferably have practical experience in some large industrial establishment.
10.	Superintendent Age : 30—45 years.	<ul style="list-style-type: none"> a) Graduate from a recognised University. b) Should have at least 10 years' office experience in Government or Private Organization of standing. c) Should be fully conversant with Government Rules and Regulations.
11.	Accountant Age : 30—45 years.	<ul style="list-style-type: none"> a) Graduate preferably in Commerce from recognised University or qualified in Subordinate Accountants Service Examination Diploma/Certificate in Cost Accounting will be considered as additional qualification. b) Should have extensive experience of accounting with at least 2 years experience as an Accountant in Government or Private Organization of standing.

No.	Name of the post	Qualification and Experience
12.	Private Secretary to Director Age : 25—40 years.	<ul style="list-style-type: none"> a) Graduate from a recognised University. b) Should have short-hand speed of 120 words per minute and typing speed of 50 words per minute. c) Should have 5 years experience as Private Secretary or Personal Assistant in any Government or Private Organization.
13.	Accounts Assistant Age : 25—35 years	<ul style="list-style-type: none"> a) Graduate preferably in Commerce from a recognised University or qualified in Subordinate Accounts Service Examination b) Should have practical experience of accounts either in Government or Private Organization,
14.	Office Assistant, Age : 25—35 years,	<ul style="list-style-type: none"> a) Graduate from a recognised University. b) Should have at least 5 years office experience in Government or any large Industrial Organization.
15.	Librarian Grade—I Age : 25—35 years,	<ul style="list-style-type: none"> a) Graduate from a recognised University. b) Should have at least 2 years' experience in Library work and know the basic principles of Library Administration. c) Diploma in Library Science will be considered as an important additional qualification. d) Handling of Film Projector will also be considered as additional qualificaton.
16.	Librarian Grade—II Age 25—35 years,	<ul style="list-style-type: none"> a) Graduate from a recognised University. b) Should have at least 2 years experience in Library work and know the basic principles of Library Administration.

Sl. No.	Name of the post	Qualification and Experience
17.	Stenographer Age : 22—35 years,	a) H S.C. b) Should have shorthand speed of 120 wo per minute and typing speed of 50 wo per minute.
18.	Cashier Age : 25—40 years,	a) Graduate preferably in Commerce from recognised University. b) Should have at least 5 years experience Accounts work and Cash handling Government or Private Organization,
19.	Accounts Clerk-cum-Cashier. Age : 25—40 years.	a) Same as above.
20.	Senior Clerk Age : 25—35 years.	a) Graduate from a recognised University. Should have 3 years experience in handl independent correspondence in Governm Or Private Organization.
21.	Junior Clerk Age : 18—25 years.	a) H.S.C. b) Office experience and typing will l considered as additional qualification.
22.	Steno-typist Age : 18—25 years.	a) H S.C. b) Should have short-hand speed of 80 wo per minute and typing speed of 35 wor per minute. c) Previous experience will count as additio qualification.
23.	Time-keeper Age : 18—25 years.	a) H S.C. b) Experience of time-keeping in any Industr concern will be considered as additio qualification.
24.	Receptionist-cum- Telephone Operator. Age : 18—25 years.	a) H.S.C. b) Must have at least one year experience operating telephone exchange.

No.	Name of the post	Qualification and experience
25.	Typist Age : 18—25 years.	a) Matriculation. b) Should have a minimum typing speed of 40 words per minute.
26.	Junior clerk-cum-Typist	Same as Sl. No. 25 above.
27.	Security Inspector Not less than 45 years.	a) Should be able to read and write English. b) Should be ex-Junior Commissioned Officer or equivalent in the Defence Services or ex-A.S.I. in the Police Department (C.I.D) c) If policeman, 3 years' experience in C.I.D. d) If ex-servicemen, 3 years' experience in Security Section. e) Should have preferably done Intelligence/ Security course in the Defence services or a similar course in the police.
28.	Inventory Checker Age : 25-35 years.	a) H.S.C. b) Should have at least 5 years experience in maintenance of Engineering Stores and preferably possess an Associate Diploma in Mechanical Engineering.

The above qualifications and experience may be relaxed/waived by the Competent authority.

CONTD. FROM APPENDIX II
BANGLADESH INDUSTRIAL TECHNICAL ASSISTANCE CE

Sources from which Trainees are expected to be enrolled in BITAC for upgrading 1	Category of Trainees 2	Expected Standard of qualifications and experience of Trainees. 3	Duration of Upgrading Programme 4	Outline of Proposed Upgrading Programme 5
1. Personnel from Private Industries.	(a) Factory Engineers ...	<p>Qualifications :</p> <p>Degree or Diploma in Mechanical Engineering/Technology.</p> <p>Experience :</p> <ol style="list-style-type: none"> 1) At least 2 years' experience in design and manufacture of Machines/ Machine components/Tools/Products. 2) Must be able to operate workshop machinery and equipment. <p>Deficiencies</p> <ol style="list-style-type: none"> 1) Inadequate knowledge of design techniques and standards required for practical production to result in economics production and improved quality. 2) Use of modern machines methods and practices for quality and quantity production. 3) Shop organisation, systems and procedures, Production Planning and control, Quality Control, Material handling, Maintenance and Job Industries. 	14 week	<ol style="list-style-type: none"> 1) Modern Design and Drafting Principles 2) Commercial standard specifications and uses of Machines, Tools and Materials. 3) Shop Practice in proper machine and tool set ups for quality and quantity production. 4) Industries Engineering practices. 5) Maintenance quality Control, Material Handling and Job instructions.

b) Draftsman (Machine and Tool Design)

Qualifications :

Associate Diploma-in-Mechanical Technology

Or,

Draftsmanship Diploma with good knowledge of Trigonometry.

Experience :

- 1) At least 2 years' practical experience as a Mechanical Draftsman (Machine Tool or Products).
- 2) Must have knowledge of operations of workshop machinery.

Deficiencies :

- 1) Lack of knowledge of Modern Design principles for practical production.
- 2) Properties and specifications of Machines and Materials, etc.
- 3) Finish requirements, etc.

c) Shop Supervisor

Qualifications :

- 1) Associate Diploma-in-Mechanical Engineering/Technology.
- 2) High School and Tradesman Course from a Technical Training Centre.

Experience :

- 1) Modern Drafting Standards and interpretations for production drawing required for quality and quantity production.
 - 2) Standards and specifications of Engineering Materials and uses.
 - 3) Machining, finishing and inspection standards.
 - 4) Principles of Machine and Tool Designs.
 - 5) Shop practice in Machine and Tool set ups and quality controls.
 - 6) Preparation of operations Sheet and job estimates and costing.
-
- 1) Principles of Drafting.
 - 2) Specifications and Behaviour of Engineering Materials.
 - 3) Shop practice in set up and operation of Equipment and

	<p>2) Should be well conversant with set up and operation of equipment, tools and measuring instruments.</p> <p>Deficiencies :</p> <ol style="list-style-type: none"> 1) Knowledge of modern machines, methods practices, and their application for quality and quantity production. 2) Precision standards and measurements of Machining and Finishing Operations. 3) Shop organisation and procedures.. 4) Job instructions. 5) Materials handling, quality control, Time and Material control. 	14 weeks	<ol style="list-style-type: none"> 5) Shop Organisation and Procedures. 6) Operation Sheets, Job estimation and time study. 7) Job instructions. 8) Maintenance and Material handling.
<p>d) Tradesman and Mistrics.</p> <ol style="list-style-type: none"> 1) Turners, 2) Millers, 3) Grinders 4) Heat Treatment 5) Sheet metal Workers and Welders. 6) Smiths 7) Foundryman 8) Pattern makers 9) Platers 10) Inspectors etc. 	<p>Qualifications :</p> <ol style="list-style-type: none"> 1) Middle School and preferably with Tradesman Diploma from Technical Training Centre. <p>Experience :</p> <p>At least 2 years' practical experience in production Shop.</p> <p>Should be well conversant with operation and use of machines, equipment and Tools of his trades.</p>	14 Weeks	<ol style="list-style-type: none"> 1) Blueprint reading and interpretation 2) Use of measuring and gauging instruments. 3) Machining and finishing standards and quality control. 4) Shop practice in machine setups and operation for quality and quantity production.

II. Personnel from Technical Institutions	Shop Instructors	<p>Deficiencies :</p> <ol style="list-style-type: none"> 1) Knowledge of reading and interpreting modern blueprints and production drawing. 2) Precision standards for quality and interchangeability. 3) Modern Machines, Tools, Instruments, methods and processes. 4) Machine Maintenance. <p>Qualifications :</p> <p>Degree or Diploma in Mechanical Engineering.</p> <p>Experience :</p> <ol style="list-style-type: none"> 1) At least 2 years' practical experience in a production concern engaged in the manufacture of Machines/Tools/ Machine parts/Products. 2) At least 1 years' experience as a Shop Instructor in a Technical Institute. 	14 Weeks	<ol style="list-style-type: none"> 5) Care and Maintenance of Machines and Tools. 6) Material Handling and safety practice. <p>Similar to Factory Engineers.</p>
III. Fresh Graduates from Technical Institutes.	a) University Graduates in Mechanical Engineering.	<p>Qualifications :</p> <p>B. Sc. or B. E. in Mechanical Engineering. Should be able to operate workshop machinery with confidence.</p> <p>Deficiencies :</p> <ol style="list-style-type: none"> 1) Lack of practical concept and application of theory. 	6 months	Similar to Factory Engineers.

Sources from which Trainees are expected to be enrolled in BITAC for upgrading 1	Category of Trainees 2	Expected Standard of qualifications and experience of Trainees. 3	Duration of Upgrading Programme 4	Outline of Proposed Upgrading Programme 5
	b) Graduates from Polytechnic Institutes. c) Tradesmen from Technical Training Centres.	2) Modern know-how, application and use of machinery and tools for production. 3) Standards of Finishes, Material, etc. in commercial practice. 4) Industrial Engineering Practices. Qualifications : Associate Diploma in Mechanical Technology. Tradesmen's Diploma	6 months 3 months	Similar to shop Supervisor and Draftsmen. Similar to Tradesman as above.
M. BITAC Employees	Draftsmen, Supervisors, Tradesmen.	Similar to corresponding a Categories above.	2-3 years 2-3 years 1-2 years	Similar to corresponding categories above.

APPENDIX III

FORM

(See Bye-law 36)

BANGLADESH INDUSTRIAL TECHNICAL ASSISTANCE CENTRE

Declaration of Fidecity and Security.

I, hereby declare that I will faithfully, truly and to the best of my judgment, skill and ability execute and perform the duties required of me as an employee of the Bangladesh Industrial Technical Assistance Centre (BITAC) and which properly relate to any office or position in the said BITAC held by me.

I further declare that I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the affairs of the BITAC nor will allow any such person to inspect or have access to any books or documents belonging to or in the possession of BITAC and relating to the business of the BITAC.

Signed before me :

Signature.....

Place.....

Designation.....

Date.....

Date

APPENDIX IV

FORM

(vide Bye-law 37)

BANGLADESH INDUSTRIAL TECHNICAL ASSISTANCE CENTRE

Agreement to be Signed by a Person Entering in the Service of the Centre

An Agreement made on the.....day of.....19 between the Bangladesh Industrial Technical Assistance Centre (hereinafter called the Centre) of the one part and.....(hereinafter called "The Employees") of the other part.

Whereas the employees has received from the Centre and read a copy of the Bye-laws governing the service of Employees in the Centre in force as at the date hereof as by his execution hereof he admits (which bye-laws subject to any changes hereafter duly made herein are referred to as "the said Bay-Laws" and—Whereas the Centre has agreed to employ the employees and the employees has agreed to serve the Centre as a.....upon the terms and conditions embodied in the said Bye-Laws as from..... day of.....19

Now these presents witness and it is hereby mutually agreed between the Centre and Employees as follows

- 1) The employee agree as from the said.....day of19... to serve the Centre upon the terms and conditions embodied in the said Bay-Laws and agrees to be bound by the Bye-Laws of the Provident Fund of which he shall become a member.
- 2) The Centre agrees as from the saidday of.....19... to employ the employee and to pay him or on his account the salary, allowances, emoluments and other payments mentioned in the said Bye-Laws.

IN WITNESS WHEREOF the said.....and the..... of the Centre have hereinto set their hands the day and year first above written.

Signature by the said :

Mr.....

In the presence of Witness.....

Address.....

Occupation (Centre Service).....

Signature by the.....of the Centre in the presence of

APPENDIX—I

(See Bye-laws 57.)

**BANGLADESH INDUSTRIAL TECHNICAL ASSISTANCE CENTRE
PAY SCALE OF THE STAFF AND OFFICERS OF BITAC**

Sl. No.	Designation	pay Scale
1.	Director	a) Tk. 2350—2750/— b) Tk. 2850/—
2.	Deputy General Manager	Tk. 2100—100—2600/—
3.	Chief of Operations	Tk. 1800—75—2375/—
4.	Chief Administrative Officer	Tk. 1400—75—2225/—
5.	Chief Accountant and Internal Auditor	Tk. 1400—75—2225/—
6.	Industrial Management and Productivity Officer	Tk. 1400—75—2225/—
7.	Publicity & Public Relations Officer	Tk. 750—50—900—EB—55—1230—60—1470/—
8.	APO. Liaison Officer	Tk. 750—50—900—EB—55—1230—60—1470/—
9.	Accounts Officer	Tk. 750—50—900—EB—55—1230—60—1470/—
10.	Labour & Administrative Officer	Tk. 750—50—900—EB—55—1230—60—1470/—
11.	Stores Officer	Tk. 750—50—900—EB—55—1230—60—1470/—
12.	Liaison Officer	Tk. 470—35—645—EB—45—915—55—1135/—
13.	Liaison Officer (Planning)	Tk. 470—35—645—EB—45—915—55—1135/—
14.	Purchase Officer	Tk. 470—35—645—EB—45—915—55—1135/—
15.	Productivity Evaluation Officer	Tk. 470—35—645—EB—45—915—55—1135/—
16.	Accountant (General)	Tk. 470—35—645—EB—45—915—55—1135/—
17.	Accountant (Costing)	Tk. 470—35—645—EB—45—915—55—1135/—
18.	Accountant (Budget-Audit Cell)	Tk. 470—35—645—EB—45—915—55—1135/—
19.	Superintendent	Tk. 425—30—575—EB—40—735—50—1035/—

Sl. No.	Designation	pay Scale
20.	Assistant Accountant (Costing)	Tk. 425—30—575—EB—40—735—50—1035/—
21.	Assistant Accountant (General)	Tk. 425—30—575—EB—40—735—50—1035/—
22.	Office Assistant	Tk. 400—25—525—EB—30—825/—
23.	Audit Assistant	Tk. 400—25—525—EB—30—825/—
24.	Accounts Assistant	Tk. 400—25—525—EB—30—825/—
25.	Senior Engineer	Tk. 1400—75—2225/—
26.	Junior Engineer	Tk. 750—50—900—EB—55—1230—60—1470/—
27.	Apprentice Engineer	Tk. 750/— (Fixed).
28.	Senior Supervisor	Tk. 470—35—645—EB—45—915—55—1135/—
29.	Designer	Tk. 470—35—645—EB—45—915—55—1135/—
30.	Estimator	Tk. 470—35—645—EB—45—915—55—1135/—
31.	Draftsman Grade—I	Tk. 400—25—525—EB—30—825/—
32.	Junior Supervisor	Tk. 400—25—525—EB—30—825/—
33.	Tradesman Grade—I	Tk. 370—20—470—EB—25—745/—
34.	Tradesman Grade—II	Tk. 325—15—430—EB—20—610/—
35.	Tradesman Grade—III	Tk. 300—12—396—EB—18—540/—
36.	Draftsman Grade—II	Tk. 325—15—430—EB—20—610/—
37.	Draftsman Grade—III	Tk. 300—12—396—EB—18—540/—
38.	Store Keeper	Tk. 400—25—525—EB—30—825/—
39.	Assistant Store Keeper	Tk. 300—12—396—EB—18—540/—
40.	Overseer	Tk. 400—25—525—EB—30—825/—
41.	Audio-Visual Assistant	Tk. 400—25—525—EB—30—825/—
42.	Apprentice Tradesman	Tk. 200/— (Fixed).
43.	Internal Audit Assistant	Tk. 400—25—525—EB—30—825/—
44.	Budget Assistant	Tk. 400—25—525—EB—30—825/—
45.	Purchase Assistant	Tk. 400—25—525—EB—30—825/—
46.	Inventory Checker	Tk. 400—25—525—EB—30—825/—
47.	Librarian Grade—I	Tk. 400—25—525—EB—30—825/—

Sl. No.	Designation	pay Scale
48.	Stenographer	Tk. 400—25—525—EB—30—825/-
49.	Steno-Typist	Tk. 370—20—470—EB—25—745/-
50.	Senior Clerk	Tk. 370—20—470—EB—25—745/-
51.	Cashier-cum-Accounts Clerk	Tk. 370—20—470—EB—25—745/-
52.	Security Inspector	Tk. 370—20—470—EB—25—745/-
53.	Junior Clerk	Tk. 300—12—396—EB—18—540/-
54.	Junior Clerk-cum-Typist	Tk. 300—12—396—EB—18—540/-
55.	Typist	Tk. 300—12—596—EB—18—540/-
56.	Librarian-Grade II	Tk. 300—12—396—EB—18—540/-
57.	Receptionist-cum-Telephone Operator	Tk. 300—12—396—EB—18—540/-
58.	Time keeper	Tk. 300—12—396—EB—18—540/-
59.	Driver	Tk. 300—12—396—EB—18—540/-
60.	Despatch Rider	Tk. 250—8—282—EB—8—362/-
61.	Pump Driver	Tk. 250—8—282—EB—8—362/-
62.	Care Taker	Tk. 250—8—282—EB—8—362/-
63.	Gestatner Operator	Tk. 250—8—282—EB—8—362/-
64.	Jamader	Tk. 240—7—282—EB—7—345/-
65.	Daftary	Tk. 240—7—282—EB—7—345/-
66.	Peon	Tk. 225—6—315/-
67.	Helper	Tk. 225—6—315/-
68.	Watchman	Tk. 225—6—315/-
69.	Gardener	Tk. 225—6—315/-
70.	Sweeper	Tk. 225—6—315/-

APPENDIX VI

LADESH INDUSTRIAL TECHNICAL ASSISTANCE CENTRE GRATUITY BYE-LAWS

Eligibility :

Gratuity may be granted at the discretion of the Governing Body as a good, efficient and faithful service to a permanent employee of the Centre on his quitting the service or, in the event of his death before the service, to his widow or widows and/or his dependent children. A gratuity cannot be claimed as of right.

“Children” means legitimate children and step children; also adopted children if the Director is satisfied, after obtaining legal advice as he may deem necessary that under the relevant law, adoption is legally recognised and confers the status of a natural child.

Gratuity shall be granted to an employee dismissed from service.

Gratuity shall be granted to an employee who has been removed from service on account of any misconduct on his part, save with the sanction of the Governing Body of the Centre.

An employee may be eligible for a retiring gratuity only if he :

has completed 25 years service ; Or,

has completed 5 years services and has (i) either attained the age of 57 years or (ii) resigned on grounds admitted by the Director as being good and sufficient from the point of view of the administration : Previous condition of 10 years service was amended w.e.f. 1st October 1980.

Or

has been retired with less than 5 years service on being permanently incapacitated for further service by physical or mental infirmity ; Or has been compelled to quit service by reason of abolition of his post and absence of other suitable employment in the Centre.

Amount of Gratuity :

5. A maximum gratuity for which an employee is eligible shall be as follows:—

a) A gratuity at the rate of one month's pay for each completed year of service can be paid to the cases falling under clause 4.

Previous condition of half month's pay for each completed year of service was amended w.e.f. 1st October, 1980.

b) In case less than 5 years service falling under clauses (c) and (d) of Bye-Laws 4, a gratuity limited ordinarily to half a month's pay. In special cases where circumstances warrant, gratuity may be allowed at the rate of one month's pay, for each completed year of service but subject to a maximum of six months pay in all.

6. Where an employee has for any reason other than his own fault been retained in service on reduced pay or reappointed on reduced pay after retrenchment, gratuity may for the first completed year of service before reduction in pay, be calculated on the increased rate of pay drawn by him immediately before reduction and/or the remaining service at the rate of pay drawn at the time of retirement.

7. If an employee dies in service his widow or widows and/or his dependent children may be granted gratuity, for which he would have been eligible under Bye-laws 5 & 6, if he had on that date being permanently incapacitated from further service by physical or mental infirmity.

8. The amount of gratuity and the proportion in which it be distributed among the widow or widows and/or his dependent children shall be fixed by the Director of the centre.

Break and deficiencies in services :

9. A break in the service of an employee shall, unless condoned by the Director of the Centre entail forfeiture of his service before the break for the purpose of calculating gratuity.

10. An employee, who has received a gratuity under these Bye-laws and is re-employed by the Centre shall not be entitled to count the service prior to his re-employment for the purpose of gratuity, unless he has refunded the gratuity and the break in his service, if any, has been condoned by the Director.

The refund of gratuity in such cases shall be made in such instalment as the Director may fix.

Payment of Gratuity :

11. A gratuity may be payable to an employee only when he quits the service.

12. If the person to whom any amount is to be paid is a minor or lunatic, the payment shall be made to the person authorised by law to receive on behalf of the minor or lunatic. In cases where no natural guardian of a minor or minors exists and where each minor's share, after deduction of the Centre's dues, etc., does not exceed Taka 500.00 the payment may be made to the person considered fit by the Director to receive payment on behalf of the minor or minors without requiring him to produce a Guardianship Certificate, provided he executes a Bond signed by two Sureties agreeing to indemnify the Centre against any subsequent claim which might arise.

13. The Director of the Centre may, at any time, before the gratuity is paid, order the deduction therefrom of any dues payable by the employee concerned to the Centre. Any amount so deducted shall be adjusted against those dues.

APPENDIX—VII
EMPLOYEES PROVIDENT FUND BYE-LAWS

General

1. **Name of the Fund**—The fund shall be known as “The Industrial Technical Assistance Centre Employees’ Provident Fund maintained partly by the contribution of the members and part contribution of the Centre as hereinafter provided.

2. **Establishment and Termination of fund**—The Fund shall be as a trust subject to the Bye-laws herein contained which trust shall be except with the consent of all the beneficiaries of the fund or except of the Fund being wound up in accordance with the provisions of 105 hereof.

3. **Interpretation of the Bye-laws**—The Fund shall be governed by these Bye-Laws or by such other Bye-Laws as shall for the time being be in force. These Bye-Laws shall be interpreted by the Trustees whose interpretation shall be final and binding upon all members.

4. **Alteration of the Bye-laws**—It shall be lawful for the Centre to time and at any time hereafter, to alter, vary, modify, remake, rescind or add to these Bye-laws or any of them provided that so long as the Provident Fund Act, 1925 (XIX of 1925) shall apply to the Fund, the power contained in the above Bye-Law shall not be exercised without the consent of the Government. Every such alteration, variation, modification, remaking, rescission or addition shall, unless otherwise stated in the resolution, have effect from the date of the resolution but so that no such alteration, variation, modification, rescission or addition shall affect the rights of any member with respect to the funds then in the hands of the Trustees provided always that this power shall not be exercised in contravention of the Provident Fund Act, 1925 (XIX of 1925).

Trustees and Management of the Fund

5. **Trustees**—The fund and the properties and securities belonging to and forming part of the Fund shall be vested in four Trustees (hereinafter referred to as “The Trustees”) who shall be as follows:

- | | | | |
|--|-----|-----|---------------------------------|
| a) Director of the Centre | ... | ... | Chairman |
| b) Chief Accountant... | ... | ... | Secretary |
| c) One officer of the Centre | ... | ... | Member |
| d) One Representative of Subordinate staff of the Centre | | .. | To be nominated by the Director |

ry— The Trustees may from time to time appoint one of themselves officers of the Centre to be the Secretary of the Fund who may receive, documents and other correspondence that may be given to the Fund and may sign all correspondence on behalf of the Fund and exercise such authority as may be conferred on him by the Trustees.

Liability and Indemnification of Trustees— Every Trustee shall be indemnified and in respect of any loss arising from or contingent upon any investment of any of the moneys of the fund unless such loss shall have been occasioned by his own fraud or wilful neglect. Every Trustee shall also be indemnified out of the Fund against all proceedings, suits, claims, costs, damages occasioned by any claim in connection with the Fund not arising from fraud or wilful neglect.

A Trustee shall be liable for any loss not directly attributable to:

(a) his own dishonesty, or

(b) his wilful commission by him of an act which he knows to be a breach of trust.

A Trustee shall not be bound to take any proceeding against a co-trustee in respect of any alleged breach of trust committed by such co-trustee.

Powers of Trustees— The Trustees shall have complete control over the management of the Fund and the properties and securities belonging to or forming part of the Fund and shall be vested with all powers, authority and discretions expedient for the purpose in addition to any express powers conferred by the laws. The Trustee shall not be responsible for the correct calculation of the contribution by the Centre to the Trustees of the amount of its own contribution to the members nor shall the Trustees be bound at the request of any member nor or otherwise to take any proceedings against the Centre in respect of any such member which such member may consider should have been paid by the Centre out of the Fund on such member's account.

Remuneration of Trustees—A Trustee shall be entitled to no remuneration for his services as the Centre may in its absolute discretion from time to time determine. Such remuneration shall be paid by the Centre and not out of the Fund.

Chairman and proceedings of meetings of Trustees—The Director of the Centre shall be the Chairman of the Trustees. In his absence, the other Trustee representing the Centre shall preside. The presence of at least two Trustees shall be necessary to form a quorum for the transaction of business of the Fund.

12. Any business which it may be necessary for the Trustees to transact may be carried out by circulation amongst the Trustees and any proposal so circulated and approved by two Trustees shall be as effectual and binding as if such proposal had been passed at a regular meeting of the Trustees.

13. The Trustees shall cause proper minutes to be kept and entered in a minute book of all their resolutions and proceedings and any such minute of any meeting of the Trustees if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be received as prima facie evidence of the matters stated in such minutes.

14. **Expenses of the Management**—The Centre will pay the expenses of Management of the Fund, including Auditor's fees, clerical staff, cost of account books and stationery and the costs, charges and expenses to which the Trustees shall be put in connection with any claim against the Fund.

Membership Eligibility :

15. Membership of the Fund shall be compulsory for all permanent employees of the Centre who are in receipt of a monthly pay of Taka 100 and upward and shall be optional for employees in receipt of a pay less than Taka 100 per month but in the later case, the Trustees have the right to refuse permission to any employee or a category of employees to become a member of the Fund without giving any reason for its refusal. An employee on contract for not less than three years may also participate in the Fund provided such a condition is included in his contract with the Centre. Every person entitled or permitted to be a member of the Fund shall sign an agreement in the form set forth in Annexure I of this Appendix.

16. An employee who has been appointed a Trustee of the Fund shall not be reason of being a Trustee, be disentitled from becoming a member of the Fund.

17. A member once having joined the Fund shall not be permitted to resign his membership of the Fund whilst he is in the service of the Centre save in the case of employees drawing less than Taka 100 per month who may be allowed to resign from the Fund at the sole discretion of the Centre.

18. An employee appointed on probation to a post in which, if confirmed he will become a permanent employee shall be deemed to be a permanent employee for the purpose of this Bye-law from the date of his appointment.

Contributions

19. **Member's contribution**--Every member shall contribute to the Fund during the period of his service at the rate of 10% of his pay. Such percentage shall be deducted from the members pay at the time of each periodical payment and shall be paid by the Centre to the Trustees.

Explanation--In this Bye-Law, 'pay' includes substantive pay, officiating pay, personal pay and special pay, it does not include Dearness Allowance, House Rent Allowance or any other Allowances.

20. **Centre's Contribution**--For and in respect of each month, the Centre shall contribute to the Fund a sum equal to the aggregate amount contributed to the Fund in that month, by all the members in accordance with the Bye-laws 19 hereof and shall pay the same to the Trustees to be brought into account and dealt with as the Centre's contribution to the Fund under the provision of these Bye-laws.

21. **Contribution how calculated**--Subject to the provisions of Bye-Laws 19 and 20 hereof the percentage to be deducted from each member's pay and the Centre's contribution shall be calculated on the pay as defined in Bye-law 19 hereof and when on leave the contribution of each member and the Centre's contribution shall during the period of his leave be calculated upon the basis of his leave.

Bank Accounts and Investments

22. The investments of the Fund and the banking account of the Fund shall be in the name of the Fund.

23. **Operations of Accounts**--The Trustees may from time to time by resolution under their signatures authorise any two of them to sign or endorse for transfer, conversion or payment of any securities held by the Trustees and may by resolution authorise the Secretary to sign receipts.

24. **Individual accounts**--The Trustees shall maintain individual accounts for each member of the Fund. The sums subscribed by each member from time to time shall forthwith on payment thereof be entered in the books of the Fund and be credited therein to an Account in the name of such member and such account shall be styled "Own Contribution Account". The sum from time to time contributed in the books of the Fund and be credited therein to distinct Accounts in the names of the members, each of such last mentioned members being entitled to receive credit for a share in the sums contributed by the Centre equal to sum subscribed by such member in respect of the same

period, and each such distinct account shall be styled 'Centre's Account' provided always and it is hereby expressly declared that all by the Centre are and will be made in considerations of each and also the moneys belonging to the Fund being bound by all the Bye-laws of this Fund.

25. **Deposit of Funds**—The Trustees shall from time to time deposit the scheduled bank jointly selected by the Centre and the Trustees, of the fund to an account to open in the name of the Fund. All moneys received by the Trustees on behalf of the Fund. All moneys to be deposited in such account shall be dealt with only in accordance with the Bye-laws.

26. **Investments**—All moneys from time to time contributed to the members and the Centre and paid to the Trustees or accruing interest or otherwise to the Fund and not immediately required for the use of the fund shall from time to time be invested in the name of the Fund in the discretion of the Trustees in Securities specified in Section 20 of the Act of 1882, with power to the Trustees in their discretion from time to time to buy or transmute such investments into or for other of a like nature.

27. **Loss**—Any loss to the Fund including any loss or diminution of the investment of the Fund from any cause whatsoever and such loss as may be provided by the provisions of Bye-Law 10 hereof, all other costs, charges and expenses incurred by the trustees or the Centre shall be put in connection with the Fund and the same thereon for any reason whatever shall be borne by and be a charge on the Fund and shall be paid thereof as the Trustees may determine.

28. **Auditors**—It shall be the duty of the Trustees to get the accounts of the Fund verified yearly by suitable auditors.

29. **Yearly accounts**—As soon as may be after the close of each financial year the Trustees shall prepare a Balance Sheet and a Revenue Account showing the amount/available on the last day of the financial year for division among the members arising out of the interest received and accrued on the fund from any donations, or moneys given to the Fund and all other moneys, and the same should properly be brought into the account, and the Trustees in respect of regard to the amount of the such net income, determine a rate of interest annuum for crediting each member's account, the accounts standing to the last day of the financial year, in "Own Contribution Account" and

Accounts" respectively. In the event of any member ceasing to be as been ascertained, the Trustees shall determine the amount which lited in such members account as interest for such year apportioned the amount so credited shall be accepted as credited for all the his Bye-laws.

Interest and Adjustments— On or as soon as may be after the close of al year, the Trustees shall ascertain the market value as on the last financial year, of the total investments and securities representing the Fund and any fall in the market values of any of such investments below their costs shall be covered by creation of a Depreciation the amount to be placed to the credit of the said Depreciation l be appropriated from the Revenue Account referred to in Bye-laws n determining the market value of the Funds investments, appropriation of any of the investments above their costs shall be ignored.

Annual Statement of Member Accounts— Every member shall receive from of the Fund an Annual Statement showing the amount standing to he Fund.

Disbursements

Trustees to furnish all particulars— It shall be the duty of the Centre to trustees on request with all necessary particulars to enable the Trustees t amount is payable out of the Fund at any time under the Bye-laws.

Time within which payment to be made— The Trustees shall in all cases reasonable period not exceeding three months from the date when becomes due and payable to a member or by the death of a member to make the payment required.

Trustees power to borrow— For the purpose of making any such payment shall be at liberty in their discretion either to have recourse to any ie bank account or accounts or to realise investment or both, or to any bank or banks or from such other person or company as the in their discretion decide without security or upon the security of the securities in which the Fund of any Part of the Fund may from be invested, with power to pledge or charge such securities, whether ent, transfer, deposit or otherwise as security for the amount or orrowed as aforesaid and the interest thereon.

35. **Receipts**— The receipts of the Trustees for the purchased money of any property held by the Trustees and sold by them or other effects shall be good and sufficient discharge to the persons paying or delivering such moneys or effects and taking such receipts as aforesaid shall not be obliged or required to see to the application of the said moneys or effects or be answerable or accountable for the misapplication or non-application thereof.

Nominations

36. **Nomination of any person other than Members Family Invalid**—Each member shall on joining the Fund, forthwith nominate a person or persons to receive the amount which may be due for payment from the Fund in the event of his death before that amount has become payable, or having become payable has not been paid. If any person thus nominated is a minor or under any disability to give a legal discharge for any payment the member shall at the same time appoint another person who is of full age and capable of giving a legal discharge for the purpose of receiving payment on behalf of the minor or person under disability, so long as the minority or disability continues, provided that if at the time of making the nomination, the member has a family the nomination shall not be in favour of any person or persons other than a member of members of his family, the nomination shall become invalid in the event of his subsequently acquiring a family.

37. **Nomination of more than one persons**— If a member nominates more than one person under Bye-laws 36, he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand in his credit in the Fund at any time.

38. **Fresh Nomination**— In the event of the death during the life time of the member of any person who shall have been nominated or of any person who shall have been appointed to receive on behalf of the nominee under Bye laws 36, the member shall forthwith nominate or appoint another person in the place of the nominee or appointee so dying as aforesaid.

39. **Making of Nomination**— Every nomination or appointment shall be in writing signed by the member making it in the presence of two witnesses who shall sign in his presence and in the forms set forth in Annexure—II of this Appendix, as is appropriate in the circumstances and shall be handed over to the Trustees.

40. **Nomination to remain in force**— A nomination or appointment shall remain in force until the member having no family at the time of making the nomination subsequently acquires a family or until the death of the nominee or a appointee or until revoked by the member making it by delivering to the Trustees another nomination or appointment in accordance with the provision of the Bye-laws.

41. **Effective date of nomination**— Every nomination or appointment made and every notice of revocation given, by a member shall, to the extent that it is valid till effect on the date on which it is received by the Trustees.

42. **Assignment not recognised**— Except so far as the nomination prescribed by the preceding Bye-laws 36 to 41 operate as such, the Trustees will not be bound by or recognise any assignment of or encumbrance on his share or interest in the Fund or any part thereof executed or attempted to be created by a member of the Fund during his service and no member shall be entitled to transfer whether by way of security or otherwise howsoever any interest whether present or future he may purport to have in the moneys standing to his credit in the Fund or any part thereof. Any such transfer or assignment or encumbrance if purporting to be made shall be invalid and the Trustees will not recognise the name or be bound by any notice thereof sent to them and all moneys standing to the credit of any member who shall purport to transfer or encumber his share or interest in the Fund or any part thereof as after said shall unless the Trustees shall in their absolute discretion otherwise determine forthwith lapse to the fund as from the date of such transfer and shall be dealt with by the Trustees as provided in Bye-law 49 hereof and further in the event of any prohibitory order or attachment or process of a Civil Court being served upon the Trustees or the Centre or any person on its behalf by which any money standing to the credit of any member in the Fund shall be sought to be attached or be required to be paid into any Civil Court or be ordered to be withheld from such member all moneys standing to the credit of such member in the Fund shall, unless the Trustees shall in their absolute discretion otherwise determine, forthwith lapse to the fund and shall be dealt with by the Trustees as provided by Bye-Law 49 hereof; provided that the Trustees shall be at liberty in their absolute discretion any time thereafter to pay such amount or any part thereof for the benefits of the family or dependents of such member. No certificate or pass-book given by the Trustees to any member shall be hypothecated or delivered by way of security to anyone and if so hypothecated or delivered shall not confer on the holder thereof any right or interest in the fund.

and children of a member and the widow or widows and the child or children of a deceased son of a member. Provided that if a member proves that she has been judicially separated from him or has ceased under the application to be entitled to maintenance she shall no longer be deemed to be a member of the family unless the member subsequently indicates by express notification to Trustees that she shall continue to be so regarded. Provided further that if a member by notification in writing to the Trustees that she shall continue to be so regarded. Provided further that if a member by notification in writing to the Trustees expresses her desire to exclude her husband from the family the husband shall no longer be deemed to be a member of the family unless the member subsequently cancels formally in writing her notification excluding her husband from the family.

"Benefits"

43. Payment on death— Subject to hereinafter provided, on the death of a member whatever his length of service, before the amount standing to his credit has become payable or where the amount has become payable before his death has been made :

a) When the member leaves a family :

i) If a nomination made by the member in accordance with Bye-law 36 to 41 in favour of a member or members of his family subsists the entire amount standing to his credit in the Fund or the part thereof, to which the nomination relates shall be payable to his nominee or nominees in the proportion specified in the nomination :

ii) If no such nomination in favour of a member of his family subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole of the amount standing to his credit in the Fund, the whole of the part thereof, to which the nomination does not relate in the case may be, shall not withstanding any nomination in writing to be in favour of any person or persons other than members of his family become payable to the members of his family in equal shares : provided that no share shall be payable to a member who is not living at the date of the member's death :

- 1) Sons who have attained legal majority ;
- 2) Sons of a deceased son who have attained legal majority ;
- 3) Married daughters whose husbands are alive ; and
- 4) Married daughter of a deceased son whose husband is alive ;

re is any member of the family other than those specified in Clauses) and (4) :

led further that the widow or widows and the child or children of a son shall receive between them in equal parts only the share which that have received if he had survived the member and had not attained legal majority at the time of the members death.

hen the membe leaves no family :

If a nomination made by him in accordance with the provisions of Bye-lays 36 to 41 in favour of any person or persons subsists, the entire amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportions specified in the nomination.

If no such nomination in favour of any person or persons subsists, or if such nomination only to a part of the amount standing to his credit in the fund, the whole amount or the part thereof to which the nomination does not relate, shall be paid by the Trustees if the amount does not exceed Taka five thousand, to a claimant appearing to the Trustees to be entitled to receive if and if the amount exceeds Taka five thousand then to a claimant upon production of probate or letters of administration evidencing the grant to him of administration to the estate of the deceased or a succession certificate entitling him to the payment of the amount ;

and always that if such member had been guilty of misconduct whilst service of the Centre the provision of Bye-law 47 shall apply save stated otherwise by the Centre.

such payment shall be a full discharge to the Fund and the Trustees in respect of the member's share and interest in the Fund.

When the Member becomes Mentally Incapacitated—If any member shall be or otherwise mentally incapacitated to act and the same shall be to the satisfaction of the Trustees they may authorise any moneys to which he may become entitled under Bye-laws to be paid to any person whom they may deem proper to receive the same in the best interests of such member and a receipt of the person to whom such payment is made shall be a good receipt for the same.

When Member Entitled to payment—Subject as hereinafter provided, a member ceasing to be a member shall be entitled to the amount standing to his credit in the "Contribution Account" and, if he shall on completion of three years service, voluntarily leave the service of the Centre after giving due

notices or if his services are terminated by the Centre otherwise than by reason of misconduct as defined in Bye-law 47 hereof, shall also be entitled to the amount standing to his credit in "Centre's Contribution Account".

Provided always that all amounts, if any due from any member shall be debited to his account in the Fund, for the period of his service with the Centre shall be calculated from the date of his joining the Centre's service. In case a member leaves the service of the Centre and subsequently rejoins it then his period of service shall be calculated from the date of his rejoining the Centre's Service.

The Centre shall be the sole judge of whether a member has put in service within the meaning of this Bye-laws or not and their decision shall be final and binding in every case upon the Trustees and the member or any person interested in the Fund.

46. **Payment on termination due to continued illness or other causes**—A member whose service is terminated any time on account of continued illness or being due to his own fault, incapacitating him from the proper discharge of his duties, and upon a certificate to this effect being given by a medical officer nominated by the Centre or whose service is terminated on account of some other causes beyond his own control, not being a cause of nature provided for in Bye-law 47 below shall be entitled to the amount standing to his credit. In case of termination by the Centre of a member otherwise than for misconduct as mentioned in Bye-law 47 below, the Centre shall be the sole judge whether such termination has resulted from any cause within this Bye-laws or not and their decision shall be final and binding in every case upon the Trustees and the member or any person interested in the Fund.

47. **Payment on Dismissal due to Misconduct**—A member who is dismissed from the service of the Centre by reason of his being dismissed from the service of the Centre by reason of his misconduct whatsoever the period of service, or whose service is terminated on account of some other causes not falling within the provisions of Bye-laws 46 hereof shall not be entitled to the amount standing to his credit in "Centre's Contribution Account".

Misconduct defined—The term "Misconduct" without prejudice to the meaning which may be assigned to the term in law shall be deemed to include inter alia offences relating to dishonesty, intemperance, taking part or inciting others to take part in all illegal activities, negligence, habitual absence from duty, the offering or acceptance of

Centre's property, officers and servants, contravention, slowing down normal working, inciting other to slow down, theft, fraud in connection with Centre's, or disrepute and conviction by a Court for offences punishable under the Penal Code. The Centre shall be the sole Judge as to whether a member has been guilty of misconduct within the meaning of this Bye-law and its decision shall be final and binding in every case upon the Trustees and the Centre and any person interested in the Fund :

It is provided that the Trustees may at any time, with the consent of the Centre, pay to such dismissed member the amount to which he would have been entitled under Bye-law 45 if he had voluntarily retired from the Service of the Centre at the time he was dismissed.

Lapses and Forfeitures Account—If by the application of any of the provisions of Bye-laws 42, 45 and 47 any amount in the Fund standing to the Credit of a member is withheld or forfeited and is not payable or paid to him or to his legal representative, the same shall be credited to the Lapses and Forefeitures Account. Provided that the Centre shall have first charge upon this amount not exceeding the amount standing to his credit in "Centre's Contribution Account" forfeited by the member as above for payments to the Centre of any sums due to the Centre by the member and for satisfaction of claims by the Centre against the member in respect of all losses, damages, cost and expenses which the Centre has at any time sustained or been put to by reason of any negligent act or omission or fraud of or by such member, and the Centre shall be entitled to recover the amount to such losses, damages costs and expenses and its decision in that behalf shall be final and conclusive and the Trustees shall be bound to pay to the Centre upon demand the amount so assessed out of the forfeited amount. The receipt of the Centre for any moneys paid to the Centre under this Bye-law shall be due discharge to the Trustee in respect of any such payment.

Except as provided in these Bye-laws the Centre shall not be entitled to recover any amount whatever from the Fund and all moneys withheld or not payable to the Centre in accordance with Bye-law 48 and all moneys in the Fund remaining unclaimed after three years of the date, when they should have been lodged and any profits, from the investment of such moneys on their realisation shall be transferred to a separate account to be known as the "Lapses and Forefeitures Account". The amount in such account shall be primarily to meet any loss from the investment of the Fund on their behalf and secondly for the benefits of member and/or dependents of the

connected with the Fund in such manner and to such extent as the at their discretion think fit.

50. **Determination of amount payable**—The amount payable to ceasing to be a member or to the person entitled thereto under shall be ascertained and determined by a certificate signed by two and payment of such amount so certified to the member or other persons entitled thereto under the Bye-laws shall operate as a full discharge of all liabilities of the Fund and of the Trustees in respect thereof.

51. **Certificate**—In all cases wherein a certificate shall be required amount of the balance standing in the books of the Fund to the credit of a member for the purposes of obtaining free of stamp duty, probate letters of Administration or any other purpose, such certificate shall be in the following form :

B. I. T. A. C.

Employees' Provident Fund

It is hereby certified that the balance standing in the books of the Industrial Technical Assistance Centre Employees' Provident Fund N to the credit of.....of..... was Taka.....on.....day of..... Earned.....Examined

Date

Secretary

Advances from the Fund

52. **Payment towards Insurance Policies**— To meet payment towards of insurance on the life of a member affected under scheme of insurance by the Centre, sums may be withheld from subscription to the Fund from the amount subscribed thereto by the member (including interest). Any sum so withheld from subscription shall be deemed to be subscription for the purpose of calculating the Centres contribution under 20. The insurance policies in question shall be assigned to the Centre.

advances from the Fund—A temporary advance may be granted to a member from his account in the Fund at the discretion of the Trustees subject to the following conditions :—

1. An advance shall be granted unless expenses for which the advance is required are essential and inescapable.

2. An advance shall not exceed the amount of the member's own contribution to his account in the fund at the time when advance is granted subject to a maximum of four months pay.

3. An advance shall be recovered in equal monthly instalments not exceeding 24.

4. An advance shall not be granted if another such advance is outstanding.

5. An advance shall be granted to an employee who has rendered less than three years service in the Centre.

6. An advance shall be granted to any employee unless and until three months have passed after the complete refund of the previous advance including interest.

Interest of advance— In respect of an advance which is to be repaid in less than 12 monthly instalments, an additional instalment of 5 percent. of the advance shall be paid on account of interest ; and in respect of an advance which is to be repaid in more than 12 monthly instalments, two additional instalments of 5 percent of the advance shall be paid on account of interest.

Nothing contained in the Bye-Laws shall be deemed to render it incumbent upon the Trustees to allow any withdrawal which it may be permissible to allow.

Notwithstanding anything contained in the Bye-law, if the Trustees are satisfied that the advance has been utilised for a purpose other than that for which sanction was given, the amount in question shall with interest forthwith be repaid in default be ordered to be recovered from the pay of the member or from any other source determined by the Trustees.

Winding up of the Fund— The Governing Body of the Centre shall have power to apply the fund at any time, if they shall consider that course advisable or in which event the Fund after paying out and discharging all its liabilities shall be divided among the members by payment to each member, of which amount he may be payable to him according to these Bye-laws.

ANNEXURE I

(Bye—law 15)

APPLICATION FOR ENROLMENT AS MEMBER

B. I. T. A. C.

Tejgon Industrial Area, Dacca—8

I....., son of..... request that I may be permitted to become a member of the Bangladesh Industrial Technical Assistance Centre Employees' Provident Fund. I hereby declare that I have read and understood the Bye—laws of the said Fund and agree and undertake to be bound in all respects by them or others as may for the time being be in force.

I hereby authorise and request the Bangladesh Industrial Technical Assistance Centre's Employees Provident Fund to deduct from my salary/wages or other dues such subscription as I may from time to time be liable to pay under and in accordance with the Bye—laws, which I have seen and studied and to pay the same to the Trustees of the said Fund.

Full name of the applicant.....
private address.....
Date of birth.....
Nature of employment.....
Department/Section.....
Date of entry into service of the Centre.....
Present Pay.....
Dated this day of..... 19...

Witness to the Signature of the Applicant.

.....
Signature of Applicant

Forwarded to the Trustees:

Applicant joined service on.....and is eligible to become a member.

Secretary
BITAC

Admitted to the benefits of the Fund on.....

No.....

Dated.....

Secretary of the Fund

FORM OF NOMINATION

(When the Member has no a Family)

I, hereby nominate the person(s) mentioned below who is/are member(s) of my family as defined in the Bye-law 41 of Bangladesh Industrial Technical Assistance Centre Employee's Provident Fund Bye-law, to receive in the event of my death, the amount that may stand to my credit in the Fund, in the manner shown against his/their name(s).

I, hereby appoint the person(s) named in column 5 to receive payment on behalf of nominee(s) who is/are minor(s) or may be suffering from a legal disability.

Name and address of the Nominees.	Relationship with the member.	Whether major or minor or suffering from other legal disability if minor state his age.	Amount of share accumulations to be paid to each.	Name and address of the person to whom payment is to be made on behalf of the minor the person of suffering from other legal disability.	Sex and parentage of person mentioned in Col. 5.
1	2	3	4	5	6

Date this.....day of.....19at.....

Signature of the Member.

Two witness signature of the member who must sign in the presence of each other and in that of the member all being present at the same time.

1. Signature
- Address.....
- Designation
2. Signature.....
- Address.....
- Designation.....

Registered

Secretary of the Fund

Notes— This column should be filled in so as to cover the whole amount that may stand to the credit of the member in the Fund at any time.

"A" APPENDIX VIII

MEDICAL FACILITIES BYE—LAWS

1. In this Bye—laws, unless there is anything repugnant in the subject of context :
- a) "Authorised Medical Officer" means a medical officer of a Government or public hospital or a registered medical practitioner appointed or approved by the Centre to attend to its officers and employees;
 - b) "Medical attendance" means attendance at a hospital or at the dispensary of the Medical Officer appointed by the Centre to attend to its officers and employees or in cases of illness which compels the patient to be confined to his residence at the residence of the patient, including such methods of examination for purposes of diagnosis as are available in the nearest Government or public hospital and such consultation with a specialist or other medical officer or Practitioner as the Authorised Medical Officer certifies to be necessary to such extent and in such manner as the specialist or Medical Officer or practitioner may in consultation with the Authorised Medical Officer, determine ;
 - c) "Patient" means an officer or an employee of the Centre to whom these Bye-laws apply and who has fallen ill ;
 - d) "Family" means wife, legitimate children and step children residing with and wholly dependent on an officer or employee of the Centre to whom these Bye-laws apply ;
 - e) "Treatment" means the use of all medical and surgical facilities available at the Government or public hospital or with the Authorised Medical Officer where the patient is treated and included :
 - i) Dental treatment but excluding cost of dentures. Ordinarily patients will obtain a reference from the Authorised Medical Officer for the Dental Surgeon but in cases of emergency direct consultation may be arranged ;
 - ii) The employment of such pathological, bacteriological, radiological or other methods as are considered necessary by the Authorised Medical Officer ;
 - iii) The supply of such medicines vaccines, sera or other therapeutics substances as are ordinarily available in the hospital or with the Authorised Medical Officer ;

- iv) The supply from the market of such medicines, vaccines, sera or other therapeutic substances not ordinarily so available as the Authorised Medical Officer may certify in writing to be essential for the recovery or for the prevention of serious deterioration in the condition of the patient;
- v) Such accommodation as is ordinarily provided in the hospital and is suited to the status of the patient ;
- vi) Such nursing as ordinarily provided to inpatients by the hospitals; and
- vii) The specialist consultation described in clause(b) above but does not include the following :
 - 1) Substance like vitamins, glucose, etc., unless prescribed to cure a disease.
 - 2) special nursing even if considered necessary by the doctor in charge of the case or the Authorised Medical Officer.
 - 3) and any expenditure representing the cost of diet in a hospital bill, which will be reckoned at 20 percent of the daily charges of hospital if not shown separately in the hospital bill, as also the cost of special diet which will have to be borne by the patient himself. This would however, not apply to patients in receipt of a pay not exceeding Tk. 100/— p. m. in whose case the cost of diet if charged for by a hospital or of special diet prescribed by the hospital authority will be borne by the Centre.

2. An officer or employee of the Centre to whom these Bye-laws apply shall be entitled free of charge medical attendance by the authorised medical officer.

3. Where a patient is entitled under Bye law 2 above to receive medical attendance free of charge, any amount paid by him on account of such treatment shall, on production of a certificate in writing by the Authorised Medical Officer in this behalf, be reimbursed by the Centre.

4. If the Authorised Medical Officer is of opinion that the case of patient is of such a serious or special nature as to require medical attendance by some person other than himself, or that the patient requires anti-rabic treatment, he may :

- a) send the patient to the nearest specialist or other medical officer/hospital where in his opinion, medical attendance is required for the patient or in the case of anti-rabic treatment to the nearest place in the country where such treatment is available and
- b) if the patient is too ill to go to the specialist, call such specialist or other medical officer to attend upon the patient.

ERRATA

Sl. No.	Name of Post	Qualification	Page
1.	Inventory Checker	Graduate instead of H. S. C.	64
2.	Jr. Clerk-cum-Typist.	H. S. C instead of S. S. C	64
3.	Store-Keeper	Graduate instead of S. S. C.	48
4.	Asstt. Store Keeper.	H. S. C. instead of S. S. C.	48
5.	Audio Visual Asstt.	Graduate instead of S. S. C.	48
6.	Personal Assistant	Insted of Private Secretary	62
7.	Stenographer	Graduate instead of S. S. C.	63

Gratuity Chapter

3(a)	1. 1. 1976 instead of 1. 10. 1980.	77
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Qualification & Experience of non-technical staff.

Contd from Page : 64

Sl. No.	Name of Post	Qualification and Experience
1.	Assistant Accountant Age : 30-40 years.	a) Graduate preferably in Commerce from a recognised University. b) Should have extensive experience of accounts including capability of works supervision in any Govt. Semi-Govt. or Private Organization of standing.
2.	Audit Assistant Age : 25-35 years.	a) Graduate preferably in Commerce from a recognised University. b) Should have 5 years experiences of Audit in Govt. Semi-Govet. or Private Organisation of standing.
3.	Internal Audit Assistant Age : 25-35 years.	Same as above.
4.	Purchase Assistant Age : 25-35 years.	a) Graduate from a recognised University. Should have 5 years experience in purchase of different goods including foreign purchase.
5.	Gestetner Operator Age : 18-27 years	a) S. S. C. b) Experience in operator of duplicating machine is

Sl. No.	Name of Post	Qualification and Experience
6.	Apprentice Tradesman. Age : 18—27 years.	S. S. C. with Trade course Certificate from a recognised Technical Training Centre.
7.	Driver Age : 18—27 years	a) Knowledge of reading and writing is essential. b) Should possess driving licence. c) Should have at least 3 years experience of driving Car, Jeep etc.
8.	Despach Rider Age : 18—27 years.	a) S. S. C. b) Should possess Motorcycle driving licence.
9.	Care Taker Age : 18—27 years.	a) S. S. C. b) Should have at least 3 years experience in this line.
10.	Pump Driver Age : 18—27 years	a) S. S. C. with technical background b) Knowledge in handling Water Pump etc. is required.
11.	Daftry Age : 18—27 years.	a) S. S. C. b) Some experience in binding of books, ledgers, vouchers, documents etc. is required.
12.	Jumader Age : 18—27 years	a) S. S. C. b) Should have three years experience as peon.
13.	Peon Age : 18—27 years.	S. S. C.
14.	Watchman Age : 18—27 years.	a) S. S. C. level Should have good physique. Ex-Army/Police personnal will be given preference.
15.	Gardener Age : 18—27 years.	Non-Matric. Knowledge of gardening is essential.
16.	Sweeper Age : 18—27 years.	Litarate
17.	Helper Age : 18—27 years.	S. S. C. with technical background.

5. A patient sent under Bye law 4(a) shall on production of a certificate in writing by the Authorised Medical Officer in this behalf be entitled to travel allowance for the journeys to and from the headquarters of the specialists or of a medical officer or the place where he is sent for anti-rabic treatment.

6. A specialist or other Medical Officer summoned under Bye-law 4(b) on production of a certificate in writing by the Authorised Medical Officer in behalf, be entitled to his usual fee, which will be paid by the Centre.

7. Charges for services rendered in connection with, but not including medical attendance or on treatment of a patient entitled free of charge medical attendance or treatment under these Bye-laws shall be determined by the Authorised Medical Officer and paid by the patient.

8. The families of the officers and employees of the Centre shall be entitled to the concession of medical attendance and treatment on the scale and conditions allowed to the officers and employees themselves, except that the families shall not be entitled to medical attendance and treatment at their residence. Medical treatment for the family shall include confinement of the wife. Charge on account of accommodation in hospital and labour fee will be reimbursed with due regard to the status of the officer or the employees concerned.

9. When an employee entitled to the above facilities needs medical assistance at a station other than his headquarter while on official duty or on leave will make use of the facilities arranged by the Centre for its employees at that particular station. If such arrangements have not been made at that station, medical attendance and medicines may be obtained from any medical officer (Private or Government) and bills in respect thereof submitted to the headquarters of the officer for payment through the Authorised Medical Officer. Families of employees residing away from the headquarter of the employees because of lack of residential accommodation will be entitled to receive medical treatment from the Authorised Medical Officer, if appointed by the Centre, otherwise by any Private or Government Medical Officer, in that station. Cost of such treatment will be reimbursed by the Centre provided the bill of the Doctor and the cash receipt for medicines is counter signed by the Authorised Medical Officer of the Centre.

10. Employees of the Centre will be required to carry Identity Cards or Identity Certificates in the case of families. Failure to produce Identity Cards/Identity Certificates may result in medical facilities being refused.

11. Government servants who are on deputation with the Centre, and their families may also avail themselves of these facilities if they so elect.

12. Charges for services rendered in connection with medical attendance or treatment of an officer or an employee including those payable to the Medical officer appointed by the Centre to attend to its employees, will be paid by the Centre direct to the Doctor of the hospital authorised at the discretion of the Centre.

13. If any question arises as to whether any service is included in medical attendance or treatment the decision of the Centre will be final.

LIST A

List of powers delegated by the Governing Body to the Director and other Officers of BITAC in terms of clause 21(h) of the rules and regulations of BITAC

1. The Governing Body empowered the Director to delegate the following powers to officers of the Centre :

- a) Disbursement of pay and allowances of employees of Centre and stipend to trainees.
- b) Advance of pay to employees of the Centre under transfer.
- c) Advance of T. A./D. A.
- d) Expenses on providing medical facilities to the employees of the Centre.
- e) T. A./D.A. and remuneration to the official and non-official members of the Governing Body/Executive Committee.
- f) Expenditure on construction and maintenance of building.
- g) Miscellaneous expenditure of contingent nature included under sub-head "Other charges" of the approved budget.

Authority-2nd Meeting of the Governing Body held on 3rd November 1962—Item No. 17)

2. The Governing Body approved the delegation of powers to the Director to create and/or sanction continuation of post up to Class-II and to make appointments against such posts provided the expenditure can be met out of the approved budget allocation either by reappropriation or otherwise. The Governing Body, however, directed that all posts of Class-II created by the Director should be reported at the next meeting of the Executive Committee/Governing Body.

Authority-3rd Meeting of the Governing Body held on 28th March, 1963—Item No. 9)

3. The Governing Body approved the delegation of powers to the Director to grant Honoraria up to Taka 500/- to the employees of the Centre but the same to be reported at the next meeting of the Governing Body.

Authority-3rd Meeting of the Governing Body held on 28th March, 1963—Item No. 10.)

4. The Governing Body approved the delegation of the following powers to the Director in respect of Category I employees of the Centre with effect from 15th September, 1963. The Governing Body also decided that all cases falling in the above categories should be reported at the subsequent meeting of the Governing Body.

- a) The Governing Body decided to empower the Director to grant advance increments limited to two numbers, to those categories of employees of BITAC whose appointment is made by Director for good performance.

(Authority-18th Meeting of the Governing Body held on May 20, 1969, Item No. 7:V:)

5. The Governing Body delegated certain administrative and financial powers to the Deputy General Manager, vide Bye-laws 28, 31, 40, 45, 55, 61, 75, 77, 79, 84, 89 and 91.

(Authority-15th and 16th Meeting of the Governing Body, vide Item No. 14 of 15th and 11th of 16th Meeting).

**LIST OF VARIOUS ALLOWANCES ADMISSIBLE TO GOVERNMENT SERVANTS
AND ADOPTED IN BITAC.**

Conveyance Allowance :

Dacca	Pay Limit	Rate
Not less than 3 miles and more than 5 miles.	Upto Tk. 335 per month	Tk. 5 per month (with marginal adjustment upto Tk. 339 per month)
more than 5 miles but not more than 7 miles.	Upto Tk. 630	Tk. 10 per month (with marginal adjustment to Tk. 639 per month)
more than 7 miles	Upto Tk. 630	Tk. 15 per month (with marginal adjustment upto Tk. 664 per month)

Local Compensatory Allowance :

(For Non-Gazetted employees other than Class IV staff)

Dacca	Rate
Upto Tk. 134 per month	Tk. 7-00 per month
Tk. 135-00 upto Tk. 335-00 per month	Tk. 10-00 per month (with marginal adjustment upto Tk. 344 per month).

Note-- The above mentioned rates will be reduced to half in case of those given rent-free accommodation or House-rent Allowance in lieu thereof.

Class IV staff--Same as previous (Tk. 3 only).

Washing Allowance :

Washing Allowance sanctioned in the Ministry of Finance, O. M. No. F I(4) PC/49, dated 1st April, 1949 will be admissible upto a pay limit of Taka 89 per month. Subject to amendment made by the Govt. from time to time.

House rent allowance :

Taka 30% of the pay.

c

GOVERNMENT OF PAKISTAN
MINISTRY OF INDUSTRIES AND NATURAL
RESOURCES
(Industries Division)

NOTIFICATION

Karachi, the 28th August 1962

S. R. O. 928(K)62 :

The following amendment in the Ministry of Industries Resolution No. C&P-9(11)62, dated the 26th May, 1962 published in the *Gazette of Pakistan, Extraordinary* of the same date has been ordered by Government—

“In paragraph 3 after the word “Chairman”, please read “Secretary, Ministry of Industries and Natural Resources” in place of “Joint Secretary, Ministry of Industries”.

ORDERED that a copy of the Notification be communicated to all Provincial Governments and all Ministries and Departments of the Central Government.

ORDERED that a copy of this Notification be published in the *Gazette of Pakistan*, for information.

[No. TS-18(8)62.]

C. H. SHAIKH,
Deputy Secretary.

GPPK—L24 (62) Industries—3-9-62—500.

Secretary

you wife

H.
Kutub
Secretary
15/9

~~Secretary~~

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The Gazette of Pakistan



EXTRAORDINARY
PUBLISHED BY AUTHORITY

KARACHI, SATURDAY, MAY 26, 1962

GOVERNMENT OF PAKISTAN

MINISTRY OF LAW

(National Assembly Wing)

NOTIFICATIONS

Rawalpindi, the 26th May, 1962

F. 9-I/62-Legis.—The President, in exercise of the power conferred by clause (1) of Article 22 of the Constitution of the Republic of Pakistan, is pleased to direct that a session of the National Assembly of Pakistan shall commence at 8 A.M. on Friday, the 8th June, 1962, at the Assembly Chamber (Ayub Hall), Rawalpindi.

S. M. RAHMAN,
Deputy Secretary

MINISTRY OF COMMERCE

Rawalpindi, the 26th May, 1962

S. O. 333/62.—In exercise of the powers conferred by clause (a) of subsection (1) of section 4 of the Trade Organizations Ordinance, 1961 (XLV of 1961), the Central Government is pleased to revoke the licence No. 12 dated the 18th July, 1959, granted to the Chittagong Chamber of Commerce and Industry, with immediate effect.

A. HAIDER,
Section Officer,

(F.No. 333/407/59-EP I)

(807 e)

Price: Ps. 12

MINISTRY OF INDUSTRIES

RESOLUTION

Rawalpindi, the 26th May, 1962

No. C & P-9 (11)62.—With a view to increasing the productivity of industrial units in the country, introducing improved productive techniques, and providing an organised and nationwide programme for training managerial and technical personnel, it is considered necessary that the Pakistan Industrial Technical Assistance Centre, which has hitherto functioned as an attached Organisation of the Ministry of Industries, be converted into an autonomous agency and registered under the Societies Registration Act, 1901 at Lahore. It is, therefore, resolved that

2. The Pakistan Industrial Technical Assistance Centre will be

- (a) to train and upgrade the skills of industrial personnel in technical and managerial fields;
- (b) disseminate modern technical know-how among industrial personnel through seminars, group discussions, demonstrations, publications, film shows, etc.;
- (c) extend advisory services to industrial organisations and industries;
- (d) in conjunction with the training programme the Centre will continue to introduce through demonstration modern manufacturing techniques and production methods, while at the same time producing newly designed tools and products (prototypes) which contribute to the advancement of Pakistan's Industrial Development.

3. The affairs of the Centre will be managed by a Governing Body consisting of the following:—

Chairman:

Joint Secretary, Ministry of Industries.

Members:

- (1) Financial Adviser, Ministry of Industries.
- (2) A representative of the Department of Manpower and Employment.
- (3) Director General, Commerce and Industries, East Pakistan.
- (4) Director of Industries, West Pakistan.
- (5) A representative of private industries, East Pakistan to be nominated by the Government of East Pakistan.
- (6) A representative of private industries, West Pakistan, to be nominated by the Government of West Pakistan.
- (7) A Representative of the United States AID Mission to Pakistan to be designated by the Director thereof.
- (8) General Manager, Pakistan Industrial Technical Assistance Centre.

Functions and Powers of the Governing Body.

4. The Governing Body shall be empowered:—

- (a) to manage and administer all affairs and funds of the Centre;
- (b) to appoint special committees and delegate to the Committees such powers as it may think proper and lay down rules of procedure for such Committees;
- (c) to appoint all office bearers and other technical and non-technical personnel (except the General Manager, who will be appointed by the Government of Pakistan for the operation of the Centre and the execution of its programmes) and delegate to the office bearers and other employees such powers as it may think proper;
- (d) to frame and enforce Service Rules for the Centre's employees, with the approval of the Government of Pakistan;
- (e) to prepare and implement policies and programmes of operation for the Pakistan Industrial Technical Assistance Centre;
- (f) to determine the rates of fees for any services rendered to industries.

5. The Governing Body shall have powers to make such bye-laws as it deems proper for the preparation and sanction of the Budget. Once the budget is approved by the Government of Pakistan, the Governing Body will have powers to sanction expenditure and re-appropriate any amount within the limits of the approved budget.

6. The General Manager will be nominated by the Government of Pakistan and will be a full time employee and the principal executive officer of the Centre. His salary and other terms and conditions of service will be laid down by the Central Government.

Funds for P. I. T. A. C.

7. The following shall comprise the funds of the Pakistan Industrial Technical Assistance Centre:

- (a) Government grants.
- (b) Receipts of fee for any services rendered by P.I.T.A.C. to private industries.
- (c) Aid from the Agency for Industrial Development.

Transfer of assets of P. I. T. A. C.

8. All assets, e.g., building, machinery, equipment, vehicles, stores, supplies and materials now being used by PITAC in Lahore and Karachi will be deemed to have been transferred by the Government to the reconstituted Centre.

9. The Pakistan Industrial Technical Assistance Centre shall be registered under the Registration of Societies Act, 1860 (XXI of 1960) and in order to comply with the requirements of the Act, a meeting of those who will constitute the Governing Body will be convened at an

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early date to consider the Memorandum of Association and Rules and Regulations which have to be filed with the Registrar of Joint Stock Companies.

ORDERED that a copy of this Resolution be communicated to all Provincial Governments and all Ministries and Departments of the Central Government.

ORDERED that a copy of this Resolution be published in the Gazette of Pakistan, for information.

S. M. YUSUF,
Secretary.

রেজিস্টার্ড নং ডি এ-১

বাংলাদেশ



গেজেট

অতিরিক্ত সংখ্যা

কর্তৃপক্ষ কর্তৃক প্রকাশিত

সোমবার, নভেম্বর ১৮, ২০১৯

বাংলাদেশ জাতীয় সংসদ

ঢাকা, ০৩ অগ্রহায়ণ, ১৪২৬/১৮ নভেম্বর, ২০১৯

সংসদ কর্তৃক গৃহীত নিম্নলিখিত আইনটি ০৩ অগ্রহায়ণ, ১৪২৬ মোতাবেক ১৮ নভেম্বর, ২০১৯ তারিখে রাষ্ট্রপতির সম্মতিলাভ করিয়াছে এবং এতদ্বারা এই আইনটি সর্বসাধারণের অবগতির জন্য প্রকাশ করা যাইতেছে :—

২০১৯ সনের ১৯ নং আইন

কারিগরি প্রশিক্ষণের মাধ্যমে দক্ষ জনবল তৈরি, গবেষণার দ্বারা শিল্প ক্ষেত্রে উদ্ভাবন, যন্ত্রাংশ তৈরি ও মেরামতপূর্বক শিল্পোৎপাদন বৃদ্ধি এবং এতদসংক্রান্ত বিভিন্ন বিষয়ে পরামর্শ প্রদানের লক্ষ্যে বাংলাদেশ শিল্প কারিগরি সহায়তা কেন্দ্র স্থাপনসহ আনুষঙ্গিক অন্যান্য বিষয়ে বিধান প্রণয়নকল্পে প্রণীত আইন

যেহেতু কারিগরি প্রশিক্ষণের মাধ্যমে দক্ষ জনবল তৈরি, গবেষণার দ্বারা শিল্প ক্ষেত্রে উদ্ভাবন, যন্ত্রাংশ তৈরি ও মেরামতপূর্বক শিল্পোৎপাদন বৃদ্ধি এবং এতদসংক্রান্ত বিভিন্ন বিষয়ে পরামর্শ প্রদানের লক্ষ্যে বাংলাদেশ শিল্প কারিগরি সহায়তা কেন্দ্র স্থাপনসহ আনুষঙ্গিক অন্যান্য বিষয়ে বিধান প্রণয়ন করা সমীচীন ও প্রয়োজনীয়;

সেহেতু এতদ্বারা নিম্নরূপ আইন করা হইল :—

১। সংক্ষিপ্ত শিরোনাম ও প্রবর্তন।—(১) এই আইন বাংলাদেশ শিল্প কারিগরি সহায়তা কেন্দ্র (বিটাক) আইন, ২০১৯ নামে অভিহিত হইবে।

(২) ইহা অবিলম্বে কার্যকর হইবে।

(২৫০৪৯)

মূল্য : টাকা ১২.০০

২। সংজ্ঞা।—বিষয় অথবা প্রসঙ্গের পরিপন্থি কোনো কিছু না থাকিলে, এই আইনে—

- (১) 'কমিটি' অর্থ এই আইনের উদ্দেশ্য পূরণকল্পে গঠিত কমিটি অথবা কমিটিসমূহ;
- (২) 'কেন্দ্র' অর্থ ধারা ৩ এর অধীন প্রতিষ্ঠিত বাংলাদেশ শিল্প কারিগরি সহায়তা কেন্দ্র (বিটাক);
- (৩) 'চেয়ারম্যান' অর্থ পরিচালনা পর্ষদের চেয়ারম্যান;
- (৪) 'পরিচালনা পর্ষদ' অর্থ ধারা ৭ এর অধীন গঠিত পরিচালনা পর্ষদ;
- (৫) 'প্রবিধান' অর্থ এই আইনের অধীন প্রণীত প্রবিধান;
- (৬) 'বিধি' অর্থ এই আইনের অধীন প্রণীত বিধি; এবং
- (৭) 'মহাপরিচালক' অর্থ কেন্দ্রের মহাপরিচালক।

৩। কেন্দ্র প্রতিষ্ঠা।—(১) এই আইনের উদ্দেশ্য পূরণকল্পে, ২৬-০৫-১৯৬২ তারিখের Resolution No. C & P-9 (11)/62 দ্বারা প্রতিষ্ঠিত Bangladesh Industrial Technical Assistance Center বাংলাদেশ শিল্প কারিগরি সহায়তা কেন্দ্র (বিটাক) Bangladesh Industrial Technical Assistance Center (BITAC) নামে অভিহিত হইবে এবং এমনভাবে বহাল থাকিবে যেন উহা এই আইনের অধীন প্রতিষ্ঠিত।

(২) কেন্দ্র একটি সংবিধিবদ্ধ সংস্থা হইবে এবং উহার স্থায়ী ধারাবাহিকতা ও একটি সাধারণ সিলমোহর থাকিবে এবং এই আইনের বিধানাবলী সাপেক্ষে, উহার ছাবর ও অস্থাবর উভয় প্রকার সম্পত্তি অর্জন করিবার, অধিকারে রাখিবার ও হস্তান্তর করিবার ক্ষমতা থাকিবে, এবং উহা স্বীয় নামে মামলা দায়ের করিতে পারিবে এবং উক্ত নামে উহার বিরুদ্ধেও মামলা দায়ের করা যাইবে।

৪। কেন্দ্রের কার্যালয়।—(১) কেন্দ্রের প্রধান কার্যালয় ঢাকায় অবস্থিত হইবে।

(২) কেন্দ্র, সরকারের পূর্বনুমোদনক্রমে, বাংলাদেশের যে-কোনো স্থানে উহার আঞ্চলিক কার্যালয় স্থাপন করিতে পারিবে।

৫। কার্যাবলি।—কেন্দ্রের কার্যাবলি হইবে নিম্নরূপ, যথা :—

- (ক) কারিগরি প্রশিক্ষণের মাধ্যমে শিল্প প্রতিষ্ঠান এবং শিল্প কারখানার জন্য দক্ষ জনবল তৈরি;
- (খ) কারিগরি প্রশিক্ষণের মাধ্যমে সরকারি এবং বেসরকারি শিল্পে নিয়োজিত অথবা শিল্পসংশ্লিষ্ট ব্যক্তিবর্গের দক্ষতার মানোন্নয়ন;
- (গ) প্রকৌশল ও প্রযুক্তি বিশ্ববিদ্যালয়ের স্নাতক বা স্নাতকোত্তর পর্যায়ের ছাত্র ছাত্রীদের শিল্প প্রতিষ্ঠান উপযোগী করিয়া গড়িয়া তুলিবার জন্য প্রয়োজনীয় প্রশিক্ষণ ও সহযোগিতা প্রদান;
- (ঘ) দেশি ও বিদেশি প্রকৌশল ও প্রযুক্তি বিশ্ববিদ্যালয়ের সহিত কারিগরি সহযোগিতার আওতায় উদ্যোক্ত তৈরি এবং দেশীয় প্রযুক্তি উদ্ভাবনের জন্য ইনকিউবেশন সেন্টার স্থাপন;

- (ঙ) প্রতিবন্ধিতার ধরন অনুযায়ী প্রতিবন্ধী ব্যক্তিদের অর্থনৈতিক ক্ষেত্রে কার্যকরভাবে অংশগ্রহণের লক্ষ্যে তাহাদের প্রশিক্ষণ প্রদান;
- ব্যাখ্যা।—এই দফায় 'প্রতিবন্ধী ব্যক্তি' অর্থ প্রতিবন্ধী ব্যক্তির অধিকার ও সুরক্ষা আইন, ২০১৩ (২০১৩ সনের ৩৯ নং আইন) এর ধারা ৩ এ অন্তর্ভুক্ত এবং ধারা ৩১ এর অধীন নিবন্ধিত কোনো প্রতিবন্ধী ব্যক্তি;
- (চ) গবেষণার দ্বারা উন্নতমানের পণ্য অথবা প্রযুক্তি উদ্ভাবনপূর্বক হস্তান্তর;
- (ছ) খুচরা যন্ত্র অথবা যন্ত্রাংশ তৈরি ও মেরামতপূর্বক শিল্প প্রতিষ্ঠানের উৎপাদন কার্যক্রমে গতিশীলতা আনয়ন;
- (জ) প্রশিক্ষণ, পরামর্শ, প্রযুক্তি হস্তান্তর, যন্ত্র অথবা যন্ত্রাংশের টেস্টিং ফ্যাসিলিটি, ইত্যাদি কার্যক্রমের সাহায্যে সরকারি ও বেসরকারি শিল্প প্রতিষ্ঠানকে সার্বিক সহায়তা প্রদান;
- (ঝ) সরকারি ও বেসরকারি শিল্প প্রতিষ্ঠানের পণ্যের গুণগত মান উন্নয়ন ও দেশীয় কাঁচামালের সর্বোত্তম ব্যবহারের লক্ষ্যে প্রশিক্ষণ ও পরামর্শ প্রদান;
- (ঞ) সেমিনার, দলবদ্ধ আলোচনা, প্রকাশনা, প্রদর্শনী, শিক্ষামূলক চলচ্চিত্র প্রদর্শন ও অনুরূপ কার্যক্রমের মাধ্যমে সরকারি ও বেসরকারি সকল উদ্যোক্তাদের মধ্যে বিশেষ করিয়া নারী উদ্যোক্তাদের মধ্যে শিল্প প্রতিষ্ঠান সংশ্লিষ্ট জ্ঞানের প্রসার ঘটানো; এবং
- (ট) কারিগরি ক্ষেত্রে দেশি-বিদেশি সংস্থার সহিত প্রশিক্ষণ, গবেষণা, প্রযুক্তি হস্তান্তর, যন্ত্রপাতি পরীক্ষা ও কারিগরি পরামর্শ বিষয়ক কার্যে যৌথ কারিগরি সহযোগিতামূলক সম্পর্ক স্থাপন; এবং
- (ঠ) দেশি ও আন্তর্জাতিক প্রতিষ্ঠানের নিকট হইতে কেন্দ্র প্রদত্ত প্রশিক্ষণের স্বীকৃতি অর্জনের ব্যবস্থা গ্রহণ।

৬। পরিচালনা ও প্রশাসন।—(১) কেন্দ্রের পরিচালনা ও প্রশাসনের দায়িত্ব একটি পরিচালনা পর্ষদের উপর ন্যস্ত থাকিবে এবং কেন্দ্র যে সকল ক্ষমতা প্রয়োগ ও কার্য সম্পাদন করিতে পারিবে, পরিচালনা পর্ষদও সেই সকল ক্ষমতা প্রয়োগ ও কার্য সম্পাদন করিতে পারিবে।

(২) পরিচালনা পর্ষদ উহার দায়িত্ব পালন ও কার্য সম্পাদনের ক্ষেত্রে এই আইন, বিধি, প্রবিধান ও সরকার কর্তৃক সময় সময়, প্রদত্ত নির্দেশনা অনুসরণ করিবে।

৭। পরিচালনা পর্ষদ গঠন।—এই আইনের উদ্দেশ্য পূরণকল্পে কেন্দ্রের একটি পরিচালনা পর্ষদ থাকিবে এবং উক্ত পরিচালনা পর্ষদ নিম্নরূপ সদস্য সমন্বয়ে গঠিত হইবে, যথা :—

- (ক) সচিব, শিল্প মন্ত্রণালয়, যিনি উহার চেয়ারম্যানও হইবেন;
- (খ) অতিরিক্ত সচিব অথবা যুগ্মসচিব (বিটাক উইং), শিল্প মন্ত্রণালয়;
- (গ) অর্থ বিভাগ কর্তৃক মনোনীত উক্ত বিভাগের যুগ্মসচিব পদমর্যাদার একজন প্রতিনিধি;
- (ঘ) মহাপরিচালক, কারিগরি শিক্ষা অধিদপ্তর;
- (ঙ) মহাপরিচালক, শ্রম অধিদপ্তর;

- (চ) মহাপরিচালক, জনশক্তি, কর্মসংস্থান ও প্রশিক্ষণ ব্যুরো;
- (ছ) জাতীয় দক্ষতা উন্নয়ন কর্তৃপক্ষের নির্বাহী চেয়ারম্যান কর্তৃক মনোনীত উক্ত কর্তৃপক্ষের ১ (এক) জন সদস্য;
- (জ) বাংলাদেশ বিনিয়োগ উন্নয়ন কর্তৃপক্ষের নির্বাহী চেয়ারম্যান কর্তৃক মনোনীত উক্ত কর্তৃপক্ষের ১ (এক) জন নির্বাহী সদস্য;
- (ঝ) সভাপতি, বাংলাদেশ ইঞ্জিনিয়ারিং ইন্ডাস্ট্রি ওনার্স এসোসিয়েশন;
- (ঞ) সভাপতি, ফেডারেশন অব বাংলাদেশ চেম্বার অব কমার্স অ্যান্ড ইন্ডাস্ট্রি; এবং
- (ট) কেন্দ্রের মহাপরিচালক, যিনি উহার সদস্য সচিবও হইবেন।

৮। পরিচালনা পর্ষদের সভা।—(১) এই ধারার অন্যান্য বিধানসাপেক্ষে, পরিচালনা পর্ষদ উহার সভার কার্যপদ্ধতি নির্ধারণ করিতে পারিবে।

(২) পরিচালনা পর্ষদের সভা, চেয়ারম্যানের সম্মতিক্রমে এবং তৎকর্তৃক নির্ধারিত তারিখ, সময় ও স্থানে অনুষ্ঠিত হইবে।

(৩) চেয়ারম্যান পরিচালনা পর্ষদের সকল সভায় সভাপতিত্ব করিবেন, তবে তাহার অনুপস্থিতিতে তৎকর্তৃক ক্ষমতাপ্রাপ্ত কোনো সদস্য সভাপতিত্ব করিবেন।

(৪) সভাপতিসহ অন্যান্য পরিচালনা পর্ষদের এক তৃতীয়াংশ সদস্যদের উপস্থিতিতে সভার কোরাম হইবে, তবে মূলতবি সভার ক্ষেত্রে কোরামের প্রয়োজন হইবে না।

(৫) পরিচালনা পর্ষদের সভায় প্রত্যেক সদস্যের একটি করিয়া ভোট থাকিবে, তবে ভোটের সমতার ক্ষেত্রে সভাপতিত্বকারী ব্যক্তির দ্বিতীয় অথবা নির্ণায়ক ভোট থাকিবে।

(৬) প্রত্যেক ইংরেজি পঞ্জিকা বৎসরে পরিচালনা পর্ষদের অনূন দুইটি সভা অনুষ্ঠিত হইবে।

(৭) কোনো সদস্য পদে কেবল শূন্যতা অথবা পরিচালনা পর্ষদ গঠনে ত্রুটি থাকিবার কারণে পরিচালনা পর্ষদের কার্য অথবা কার্যধারা অবৈধ হইবে না এবং তৎসম্পর্কে কোনো প্রশ্নও উত্থাপন করা যাইবে না।

৯। কমিটি গঠন।—পরিচালনা পর্ষদ উহার কার্য সুষ্ঠুভাবে সম্পাদনের লক্ষ্যে, প্রয়োজনে, এক অথবা একাধিক কমিটি গঠন করিতে পারিবে।

১০। মহাপরিচালক।—(১) কেন্দ্রের একজন মহাপরিচালক থাকিবেন, যিনি সরকারের অতিরিক্ত সচিবগণের মধ্য হইতে সরকার কর্তৃক নিযুক্ত হইবেন।

(২) মহাপরিচালক কেন্দ্রের সার্বক্ষণিক প্রধান নির্বাহী হিসাবে দায়িত্ব পালন করিবেন এবং কেন্দ্রের সুষ্ঠু প্রশাসনের জন্য দায়ী থাকিবেন।

(৩) মহাপরিচালকের পদ শূন্য হইলে কিংবা অনুপস্থিতি, অসুস্থতা, বা অন্য কোনো কারণে তিনি দায়িত্ব পালনে অসমর্থ হইলে, শূন্যপদে নবনিযুক্ত মহাপরিচালক কার্যভার গ্রহণ না করা পর্যন্ত বা তিনি পুনরায় স্বীয় দায়িত্ব পালনে সমর্থ না হওয়া পর্যন্ত, সরকার কর্তৃক মনোনীত কোনো ব্যক্তি মহাপরিচালকের দায়িত্ব পালন করিবেন।

১১। মহাপরিচালকের দায়িত্ব ও ক্ষমতা।—মহাপরিচালক নিম্নরূপ কার্যসমূহ সম্পাদন করিবেন, যথা :—

- (ক) পরিচালনা পর্ষদের সিদ্ধান্তসমূহ বাস্তবায়ন;
- (খ) সরকার অনুমোদিত বাজেট হইতে আর্থিক বিধি বিধান অনুযায়ী সংস্থার ব্যয় নির্বাহ;
- (গ) প্রধান কার্যালয় এবং আঞ্চলিক কার্যালয়সমূহে গৃহীত কার্যাবলি সুষ্ঠুভাবে সম্পাদনের জন্য প্রয়োজনীয় সমন্বয় সাধন;
- (ঘ) পরিচালনা পর্ষদ কর্তৃক সময় সময় অর্পিত ক্ষমতাসমূহ প্রয়োগ;
- (ঙ) কমিটির সুপারিশ এবং পরিচালনা পর্ষদের অনুমোদনক্রমে সকল কর্মচারীর নিয়োগ, পদোন্নতি ও শৃঙ্খলামূলক ব্যবস্থা গ্রহণ; এবং
- (চ) পরিচালনা পর্ষদ কর্তৃক অনুমোদিত যে-কোনো ব্যক্তি, প্রতিষ্ঠান অথবা সমিতির সহিত কেন্দ্রের স্বার্থসংশ্লিষ্ট যে-কোনো কার্য সম্পর্কিত চুক্তি সম্পাদন ও নবায়নে কেন্দ্রের পক্ষে স্বাক্ষর প্রদান।

১২। কর্মচারী নিয়োগ, ইত্যাদি।—(১) কেন্দ্র উহার কার্যাবলি সুষ্ঠুভাবে সম্পাদনের জন্য সরকার কর্তৃক অনুমোদিত সাংগঠনিক কাঠামো-অনুযায়ী এবং সরকার কর্তৃক, সময় সময়, প্রদত্ত সাধারণ ও বিশেষ নির্দেশনা অনুসরণপূর্বক প্রয়োজনীয় সংখ্যক কর্মচারী নিয়োগ করিতে পারিবে।

(২) কেন্দ্রের কর্মচারীদের নিয়োগ ও চাকরির শর্তাদি প্রবিধান দ্বারা নির্ধারিত হইবে।

১৩। তহবিল।—(১) কেন্দ্রের জন্য একটি তহবিল থাকিবে এবং নিম্নরূপ উৎস হইতে তহবিলে অর্থ জমা হইবে, যথা :—

- (ক) সরকারি অনুদান;
- (খ) প্রশিক্ষণ ফি, খুচরা যন্ত্রাংশ প্রস্তুত বাবদ প্রাপ্ত অর্থ এবং অন্যান্য প্রতিষ্ঠানে সেবা প্রদানের মাধ্যমে অর্জিত অর্থ;
- (গ) সরকারের পূর্বানুমোদনক্রমে কোনো বিদেশি সরকার, সংস্থা অথবা আন্তর্জাতিক সংস্থা হইতে প্রাপ্ত অনুদান;
- (ঘ) ব্যাংকে গচ্ছিত অর্থ হইতে প্রাপ্ত মুনাফা;
- (ঙ) সরকার কর্তৃক অনুমোদিত কোনো উৎস হইতে গৃহীত ঋণ; এবং
- (চ) সরকার কর্তৃক অনুমোদিত বিনিয়োগ হইতে প্রাপ্ত মুনাফা বা অন্য কোনো উৎস হইতে প্রাপ্ত অর্থ।

(২) কেন্দ্রের তহবিলের সকল অর্থ কোনো তপশিলি ব্যাংকে কেন্দ্রের নামে জমা রাখিতে হইবে এবং সরকারের প্রচলিত বিধি-বিধান দ্বারা নির্ধারিত পদ্ধতিতে তহবিল পরিচালনা করিতে হইবে।

ব্যাখ্যা।—এই ধারার উদ্দেশ্য পূরণকল্পে “তপশিলি ব্যাংক” অর্থ Bangladesh Bank Order, 1972 (P.O. 127 of 1972) (এর) Article 2 (j) তে সংজ্ঞায়িত কোনো “Scheduled Bank”।

- (৩) তহবিলের অর্থ হইতে সরকারি বিধি-বিধান অনুসরণক্রমে কেন্দ্রের যাবতীয় ব্যয় নির্বাহ করা যাইবে।
- (৪) সরকার কর্তৃক অনুমোদিত কোনো খাতে তহবিল বা উহার অংশ বিশেষ বিনিয়োগ করা যাইবে।

১৪। বাজেট।—কেন্দ্র, প্রতিবৎসর সরকার কর্তৃক নির্ধারিত সময়ের মধ্যে, পরবর্তী অর্থবৎসরের বার্ষিক বাজেট বিবরণী পরিচালনা পর্ষদের অনুমোদনক্রমে সরকারের নিকট পেশ করিবে এবং উহাতে উক্ত অর্থবৎসরে সরকারের নিকট হইতে কেন্দ্রের জন্য কী পরিমাণ অর্থের প্রয়োজন হইবে উহার উল্লেখ থাকিবে।

১৫। বার্ষিক প্রতিবেদন।—(১) কেন্দ্র, পরিচালনা পর্ষদের অনুমোদনক্রমে প্রতি বৎসর তৎকর্তৃক সম্পাদিত কার্যাবলির বিবরণসংবলিত একটি বার্ষিক প্রতিবেদন সরকারের নিকট পেশ করিবে।

(২) সরকার, প্রয়োজনে, যে-কোনো সময়, কেন্দ্রের নিকট হইতে উহার যে-কোনো বিষয়ের উপর প্রতিবেদন অথবা বিবরণী আহ্বান করিতে পারিবে এবং কেন্দ্র উহা সরকারের নিকট সরবরাহ করিতে বাধ্য থাকিবে।

১৬। হিসাব ও নিরীক্ষা।—(১) কেন্দ্র যথাযথভাবে উহার হিসাব সংরক্ষণ করিবে এবং শাভ-ক্ষতির হিসাব ও ছিতিপত্রসহ বার্ষিক হিসাব বিবরণী প্রস্তুত করিবে এবং এইরূপ হিসাব সংরক্ষণের ক্ষেত্রে সরকার কর্তৃক, সময়ে সময়ে, প্রদত্ত সাধারণ নির্দেশনা পালন করিবে।

(২) বাংলাদেশের মহাহিসাব-নিরীক্ষক ও নিয়ন্ত্রক, অতঃপর মহাহিসাব-নিরীক্ষক বলিয়া উল্লিখিত, প্রতি বৎসর কেন্দ্রের হিসাব নিরীক্ষা করিবেন এবং নিরীক্ষা প্রতিবেদনের প্রয়োজনীয় সংখ্যক অনুলিপি সরকার ও কেন্দ্রের নিকট পেশ করিবেন।

(৩) উপ-ধারা (২) এ উল্লিখিত নিরীক্ষা প্রতিবেদনের উপর কোনো আপত্তি উত্থাপিত হইলে উহা নিষ্পত্তির জন্য কেন্দ্র অবিলম্বে যথাযথ ব্যবস্থা গ্রহণ করিবে।

(৪) উপ-ধারা (২) এ উল্লিখিত নিরীক্ষা ছাড়াও Bangladesh Chartered Accountants Order, 1973 (P.O. No. 2 of 1973) এর Article 2(1)(b) এ সংজ্ঞায়িত কোনো "chartered accountant" দ্বারা কেন্দ্রের হিসাব নিরীক্ষা করা যাইবে এবং এতদুদ্দেশ্যে কেন্দ্র এক বা একাধিক "chartered accountant" নিয়োগ করিতে পারিবে এবং এইরূপ নিয়োগকৃত "chartered accountant" সরকার কর্তৃক নির্দিষ্টকৃত হারে পারিচৌষিক প্রাপ্য হইবেন।

(৫) কেন্দ্রের হিসাব নিরীক্ষার উদ্দেশ্যে মহাহিসাব-নিরীক্ষক কিংবা তাহার নিকট হইতে ক্ষমতাপ্রাপ্ত কোনো ব্যক্তি বা উপ-ধারা (৪) এর অধীন নিয়োগকৃত chartered accountant কেন্দ্রের সকল রেকর্ড, দলিলাদি, বার্ষিক ব্যালেন্স সিট, নগদ বা ব্যাংকে গচ্ছিত অর্থ, জামানত, ভান্ডার বা অন্যবিধ সম্পত্তি, ইত্যাদি পরীক্ষা করিয়া দেখিতে পারিবেন এবং চেয়ারম্যান, সদস্য বা কেন্দ্রের যে কোনো কর্মচারীকে জিজ্ঞাসাবাদ করিতে পারিবেন।

১৭। ক্ষমতা অর্পণ।—মহাপরিচালক, প্রয়োজনবোধে এবং তৎকর্তৃক নির্ধারিত শর্তসাপেক্ষে, এই আইনের অধীন তাহার উপর অর্পিত যে কোনো ক্ষমতা বা দায়িত্ব লিখিত আদেশ দ্বারা কেন্দ্রের ৯ম গ্রেড ও তদূর্ধ্ব গ্রেডের কোনো কর্মচারীকে অর্পণ করিতে পারিবেন।

১৮। বিধি প্রণয়নের ক্ষমতা।—এই আইনের উদ্দেশ্য পূরণকল্পে, সরকার, সরকারি গেজেটে প্রজ্ঞাপন দ্বারা, বিধি প্রণয়ন করিতে পারিবে।

১৯। প্রবিধান প্রণয়নের ক্ষমতা।—এই আইনের উদ্দেশ্য পূরণকল্পে, কেন্দ্র, সরকারের পূর্বানুমোদনক্রমে, সরকারি গেজেটে প্রজ্ঞাপন দ্বারা, এই আইন অথবা বিধির সহিত অসামঞ্জস্যপূর্ণ নহে এইরূপ প্রবিধান প্রণয়ন করিতে পারিবে।

২০। রহিতকরণ ও হেফাজত।—(১) এই আইন কার্যকর হইবার সঙ্গে সঙ্গে, ২৬-০৫-১৯৬২ তারিখের Resolution No. C & P-9 (11)/62 এতদ্বারা রহিত করা হইল।

(২) উপ-ধারা (১) এর অধীন রহিতকরণ সত্ত্বেও, উক্ত Resolution এর অধীন—

- (ক) কৃত কোনো কার্য অথবা গৃহীত কোনো ব্যবস্থা এই আইনের অধীন কৃত অথবা গৃহীত হইয়াছে বলিয়া গণ্য হইবে; এবং
- (খ) প্রণীত কোনো উপ-আইন (bye-law), জারিকৃত প্রজ্ঞাপন, আদেশ, নির্দেশ, অনুমোদন, সুপারিশ, গৃহীত সকল পরিকল্পনা অথবা কার্যক্রম, অনুমোদিত সকল বাজেট এবং কৃত সকল কার্যক্রম উক্তরূপ রহিতের অব্যবহিত পূর্বে বলবৎ থাকিলে এবং এই আইনের কোনো বিধানের সহিত অসামঞ্জস্যপূর্ণ না হওয়া সাপেক্ষে এই আইনের অনুরূপ বিধানের অধীন প্রণীত, জারিকৃত, প্রদত্ত, অনুমোদিত এবং কৃত বলিয়া গণ্য হইবে, এবং মেয়াদ শেষ না হওয়া পর্যন্ত অথবা এই আইনের অধীন রহিত অথবা সংশোধিত না হওয়া পর্যন্ত, বলবৎ থাকিবে।

(৩) এই আইন কার্যকর হইবার সঙ্গে সঙ্গে, উক্ত Resolution দ্বারা গঠিত Bangladesh Industrial Technical Assistance Center এর—

- (ক) সকল ঋণ ও দায়-দায়িত্ব কেন্দ্রের ঋণ ও দায়-দায়িত্ব বলিয়া গণ্য হইবে;
- (খ) বিরুদ্ধে অথবা তৎকর্তৃক দায়েরকৃত কোনো মামলা, গৃহীত কার্যধারা অথবা সূচিত যে-কোনো কার্যক্রম অনিষ্পন্ন থাকিলে উহা এমনভাবে চলমান থাকিবে ও নিষ্পন্ন হইবে, যেন উহা এই আইনের অধীন কেন্দ্রের বিরুদ্ধে অথবা তৎকর্তৃক দায়েরকৃত, গৃহীত অথবা সূচিত হইয়াছে;
- (গ) সকল চুক্তি ও দলিল, যাহাতে উহা পক্ষ ছিল, কেন্দ্রের অনুকূলে অথবা বিরুদ্ধে এমন ভাবে বলবৎ ও কার্যকর থাকিবে, যেন কেন্দ্র উহাতে পক্ষ ছিল;
- (ঘ) কর্মচারীগণ যে নিয়ম ও শর্তে উহাতে কর্মরত ছিলেন, পরিবর্তিত অথবা পুনরাদেশ প্রদান না করা পর্যন্ত, সেই একই নিয়ম ও শর্তে কেন্দ্রের কর্মচারী হিসাবে গণ্য হইবেন; এবং
- (ঙ) সকল সম্পদ, অধিকার, ক্ষমতা, কর্তৃত্ব, সুবিধা, ফি, তহবিল এবং স্থাবর ও অস্থাবর সকল সম্পত্তি, নগদ অর্থ, ব্যাংক জমা ও আমানতসহ তহবিল এবং এইরূপ বিষয় সম্পত্তির অন্তর্ভুক্ত অথবা বিষয় সম্পত্তি হইতে উদ্ধৃত অন্যান্য যাবতীয় অধিকার ও স্বার্থ এবং সকল হিসাব বই, রেজিস্টার, রেকর্ডপত্র এবং এইসব সংক্রান্ত অন্যান্য সকল দলিল-দস্তাবেজ কেন্দ্রে হস্তান্তরিত এবং কেন্দ্র উহার অধিকারী হইবে।

২১। ইংরেজিতে অনূদিত পাঠ প্রকাশ।—(১) এই আইন কার্যকর হইবার পর সরকার, সরকারি গেজেটে প্রজ্ঞাপন দ্বারা, এই আইনের মূল বাংলা পাঠের ইংরেজিতে অনূদিত একটি নির্ভরযোগ্য পাঠ (Authentic English Text) প্রকাশ করিতে পারিবে।

(২) ইংরেজি পাঠ ও মূল-বাংলা পাঠের মধ্যে বিরোধের ক্ষেত্রে বাংলা পাঠ প্রাধান্য পাইবে।

ড. জাফর আহমেদ খান
সিনিয়র সচিব।