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GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF ENERGY AND MINERAL RESOURCES

Energy Division

NOTIFICATIONS

Dhaka, the 11th January, 1986

No. S.R.O. 16-L/86.—In exercise of the powers conferred by Articles 33 of the Bangladesh Water and Power Development Boards Order, 1972 (P.O. No. 59 of 1972), the Government is pleased to make the following rules, namely:—

1. **Short title.**—(i) These rules may be called the Bangladesh Power Development Board (Employees) Pension Rules, 1986.

2. **Application.**—These rules shall apply to all employees of the Board except:

- (i) Persons who are in receipt of pension from the Government or any other organisation.
- (ii) Persons who are on deputation from the Government or any other organisation.
- (iii) Persons appointed on work-charged basis.
- (iv) Persons appointed on daily basis.
- (v) Persons appointed on contract basis.

3. **Commencement.**—These rules shall come into effect from 1st July, 1984 provided that the pension/gratuity benefits under these rules shall be applicable to the existing employees as on 30th June, 1984 with effect from the date of their

joining the Board if they opt for these benefits and surrender the accumulation of the Board's contribution alongwith the interest accrued on Board's contribution in their respective Contributory Provident Fund Account :

Provided that the employees who will opt for pension/gratuity under these rules, their own contribution plus interest thereon in their C.P.F. Account will form part of General Provident Fund to be opened with the Director of Accounts, PDB, Dhaka. The transferred Government employees of former Electricity Directorate and Irrigation Department now working in the Board may also exercise their option for pension/gratuity under these rules, if they so desire :

Provided further that the option once exercised by an employee and communicated to Accounts Office or Head of the Office shall be final and binding upon the concerned employee.

Note :—An existing employee shall exercise his option within 3 (three) months from the date of publication of these rules in *Bangladesh Gazette*.

4. In lieu of Board's contribution to the Provident Fund and gratuity as constituted under rules 88 to 115 and 116 to 120 respectively of PDB (Employees) Service Rules, 1982, the Board hereafter, shall pay pension/gratuity to the employees of the Board as applicable under these rules.

5. Pension.—An employee of the Board when retires or dies after completing qualifying Service of 10 (ten) years or more, pension shall be paid to him or his family in case of his death, as per pension table given below :

Completed years of qualifying service.	Scale of pension expressed as percentage of emoluments.
10	21
11	23
12	25
13	27
14	29
15	31
16	33
17	35
18	37
19	39
20	41
21	44
22	47
23	51
24	55
25 and above.	60

6. Invalid Pension.—If any employee in the opinion of the Medical Board is disabled permanently due to bodily or mental infirmity while in the service of the Board, he or his family in case of his death, shall be entitled to the usual gratuity or family pension under these rules.

7. **Gratuity.**—(i) If an employee of the Board resigns after completing a minimum qualifying Service of 3 (three) years or more and his resignation is accepted by the competent authority, he shall be granted a gratuity not exceeding one month's pay last drawn by him for each completed year of service.

(ii) If an employee retires/dies/before completing 10(ten) years of qualifying Service he/his family shall be granted a gratuity not exceeding one months pay last drawn by him for each completed year of Service.

8. **Family Pension.**—(i) In the event of death of an employee before retirement, but after completion of a qualifying service of 10(ten) years or more, his family will get the pension for a period of 15 (fifteen) years at the normal rate of pension.

(ii) In the event of death of an employee after retirement, but before the expiry of 15 (fifteen) years after retirement, his family will be entitled to the benefit of family pension for the unexpired portion of the period of 15(fifteen) years counted from the date of retirement of the employee.

9. **Surrender of Pension.**—(i) An employee who has rendered qualifying service for a period of 10 (ten) years or more and is eligible for pension on retirement, shall surrender half of his gross pension and will receive surrender value in lump sum admissible to him alongwith pension of the first month or with arrear pension.

(ii) An employee who has rendered qualifying service for 10(ten) or more years and surrendered half of his gross pension he or his family in the event of his death, will get surrender value calculated at the following rates for each taka of his pension surrendered:

- | | |
|---|------------|
| (i) if qualifying service is 10 (ten) years or more but less than 15 (fifteen) years. | Tk. 210.00 |
| (ii) if qualifying service is 15 (fifteen) years or more but less than 20 (twenty) years. | Tk. 195.00 |
| (iii) if qualifying service is 20 (twenty) years and above | Tk. 180.00 |

10. **Definition of Family.**—Family of an employee means—

- (a) Wife or wives, in the case of a male employee.
- (b) Husband in the case of a female employee.
- (c) Children of the employee.
- (d) Widow or Widows and Children of a deceased son of the employee.

Notes : (I) A Child means a legitimate Child. An "adopted Child" will be considered to be a Child when the Board is satisfied that under the personal law of the employee concerned adoption is legally recognised as conferring the status of a natural Child, but in this case only.

(II) If it is proved that the wife has been judicially separated from the employee or has ceased, under the customary law of the community to which she belongs, to be entitled to maintenance she shall no longer be deemed to be a member of the family unless the employee has himself intimated in writing to the Head of the Accounts Office/Head of the Office that she shall continue to be so regarded.

(III) In the case of a female employee if the wife intimates in writing to the Head of the Accounts Office/Head of the Office that her husband shall not be included as a member of the family, then he shall no longer be considered a member of the family unless she subsequently cancels in writing her intimation excluding him.

11. **Qualifying Service.**—Qualifying Service means the period of Service beginning from the date of joining the Board in a fulltime regular post by an employee and ending with date of termination of his service caused by retirement, resignation or death :

Provided further that if an employee of the Board served or serves on deputation to any other recognised autonomous or semi-autonomous organisation or corporation within Bangladesh or outside Bangladesh and draws pay and allowances from that autonomous or semi-autonomous organisation or corporation, the Services rendered will be counted for qualifying Service upon his contribution to the Board towards General Provident Fund, Benevolent Fund and Group Insurance.

12. A deficiency of six months or less in the qualifying Service of an employee shall be deemed to have been condoned for counting length of Service.

13. **Emoluments.**—For the purpose of these rules emolument shall mean and include basic pay, technical pay, personal pay and special pay, if any.

14. **Nomination.**—(i) An employee shall, as soon as he/she completes 5 (five) years qualifying service, make a nomination, conferring on one or more persons of the family the right to receive any gratuity that may be sanctioned or which having become admissible to him/her has not been paid to him/her before death.

(ii) If an employee nominates more persons than one under clause (i) above he/she shall specify in the nomination the amount of share payable to each nominee in such a manner as to dispose of the whole amount of the gratuity admissible.

(iii) Every nomination shall be in such one of the Forms A and B at annexures I and II as may be appropriate in the circumstances of the case.

(iv) An employee may at any time cancel a nomination by sending a notice in writing to the appropriate authority provided that the employee shall, along with such notice, send a fresh nomination made in accordance with this paragraph.

(v) Immediately on the death of a nominee the employee shall send to the appropriate authority a notice in writing formally cancelling the nomination together with a fresh nomination made in accordance with this paragraph.

(vi) Every nomination made, and every notice of cancellation given by an employee under these paragraphs shall be countersigned by the Head of the Office indicating date of receipt and kept in the Service Book or DOSSIER as the case may be.

(vii) Every nomination made and every notice of cancellation given by an employee shall to the extent it is valid, take effect on the date on which it is received by the Head of the Office.

15. **Payment of Gratuity.**—When the amount of gratuity has become payable to the family it shall be the duty of the Head of the Accounts Office to make payment to the family according to the following procedure:

(1) When the employee leaves a family,

(a) The amount of gratuity or any part thereof to which the nomination relates shall become payable to his/her nominee or nominees in the proportion specified in the nomination.

- (b) If no nomination in favour of a member of a family subsists or if a nomination relates only to a part of the amount of the gratuity, the whole amount of the gratuity or the part thereof to which the nomination does not relate shall become payable to the members of his/her family in equal shares:

Provided that no share shall be payable to—

- (i) Sons who have attained the age of 18 (eighteen) years.
- (ii) Sons of a deceased son who have attained the age of 18 (eighteen) years ;
- (iii) Married daughters whose husbands are alive ;
- (iv) Married daughters of a deceased son whose husbands are alive :

Provided further that the widow or widows and the Child or Children of a deceased son shall receive between them in equal parts only of the share which that son would have received if he had survived that employee and had been exempted from the operation of the first proviso.

- (2) When the employee leaves no family, the amount of gratuity shall be payable to the following surviving relatives, if any, of the employee in equal shares :
- (a) Brothers below the age of 18 (eighteen) years.
 - (b) Unmarried and widow sisters ;
 - (c) Father ; and
 - (d) Mother.

16. **Restriction for Payment of Gratuity.**—No gratuity shall be payable by the Board after the death of an employee if he/she does not leave a family as defined in rule 10 or an eligible dependent relative or relatives specified in sub-rule (2) of rule 15.

17. **Payment of Family Pension.**—(1) Family for the purpose of payment of family pension will be as defined in rule 10. It will also include the employee's relatives mentioned in sub-rule (2) of rule 15.

(2) A pension sanctioned under these rules shall be allowed for the support of the family to—

- (i) The widow of the deceased, if the deceased is a male employee or to the husband, if the deceased is a female employee. If the employee had more than one wife, and the number of his surviving widows and Children does not exceed 4 (four) the pension shall be divided equally among the surviving widows and Children (excluding sons above the age of 18 (eighteen) years and the married daughters). If the number of surviving widow and Children together is more than 4 (four) the pension shall be divided in the manner, viz: that each surviving widow shall get one-fourth of the pension and the balance, if any, shall be divided equally among the surviving Children (excluding sons above the age of 18 (eighteen) years and the married daughters).

- (ii) In case of minor Children generally the widow mother shall draw pension on their behalf :

Provided that a guardianship certificate from the Chairman of the Local Union Parishad or from a Class-I Gazetted Officer of the Government or a Class-I officer of the Board is furnished alongwith the pension application. A list of family members stating therein the age, sex martial status and relationship with the deceased employee shall also be furnished in Form-C (Annexure-III).

18. Future, good conduct is an implied condition of every grant of a pension. The Board reserves the right of withholding or withdrawing a pension or any part of it, if the pensioner be convicted of serious crime or be guilty of grave misconduct.

The decision of the Board on any question of withholding or withdrawing the whole or any part of a pension under these rules shall be final and conclusive.

19. No pension/gratuity shall be granted to an employee who has been dismissed, or removed from the service of the Board.

20. Details of procedure for submission of pension application and sanction of pension shall be laid down separately by the Board.

21. Any change in the Pension Rules of the Government shall deem to have been adopted by the Board and the changes shall take effect in these rules as a matter of course.

Annexure-I.

FORM A

Nomination for Death-cum-Retirement Gratuity.

[When the employee has family and wishes to nominate one member thereof.]

I hereby nominate the person mentioned below, who is a member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the Board in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death :

Name & Address of nominee.	Relation-ship with the employee.	Age	Contingen-cies on the happening of which the nomination shall become in-valid.	Name and relation-ship of the person if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeces-sing the employee.
10		5	7	8

Dated thisday of19
at

Witnesses to signature :

1. _____
2. _____

Signature of the employee.

(To be filled in by the Head of Office in the case of a non-officer employee).

Nomination bySignature of Head of Office

DesignationDate

OfficeDesignation

Annexure-II.

FORM B

Nomination for Death-cum-Retirement Gratuity.

[When the employee has family and wishes to nominate more than one member thereof.]

I hereby nominate the persons mentioned below, who are member of my family, and confer on them the right to receive, to the extent specified below, any gratuity that may be sanctioned by the Board in the event of my death while in service and the right to receive on my death, to the extent specified below, any gratuity which having become admissible to on retirement may remain unpaid at my death:

Name & address of nominee.	Relationship with the employee.	Age	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee.

*N.B.—The employee should draw lines across the blank space below the last entry to prevent the insertion of any name after he signed.

Dated _____ day of _____ 19____
at _____

Witnesses to signature:

- 1.
- 2.

Signature of the employee.

*Note—The column should be filled in so as to cover the whole amount the of gratuity.

(To be filled in by the Head of office in the case of non-gazetted Government servant).

Nomination by Signature of the Head of office
Designation Date
Office Designation

Annexure-III.

FORM-C.

List of Family member

DESCRIPTION OF CLAIMANT

1. Name and residence, showing :
village and paragraph, etc.
2. Age:
3. Height:
4. Race, caste or tribe:
5. Marks of identification:
6. Present occupation and pecuniary:
circumstances.

Name and ages of surviving Children of the deceased. Date of birth by
Christian era.

Sons:	Name	Age	Marital status.
1.			
2.			
3.			
4.			
5.			

Widows:

- 1.
- 2.

Daughters:

- 1.
- 2.
- 3.
- 3.
- 4.
- 5.

Father:

Mother:

Note : If the deceased has left no son, widow, daughter, father or mother surviving him, the word 'none' or 'dead' should be entered opposite to such relatives.

Attested.

Head of the Office.

Signature of the applicant.

No. S.R.O. 17-L/86.—In exercise of the powers conferred by Articles 33 of the Bangladesh Water and Power Development Boards Order, 1972 (P. O. No. 59 of 1972), the Government is pleased to make the following rules, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Bangladesh Power Development Board (Employees) General Provident Fund Rules, 1986.

(2) These rules shall come into force with effect from the date of publication in the *Bangladesh Gazette*.

2. **Definitions.**—(1) In these rules, unless there is anything repugnant in the subject or context,—

(a) “Competent Authority” means the Director of Accounts of the Board and includes Additional Director of Accounts, Deputy Director of Accounts and Assistant Director of Accounts or any other officer specified in his behalf by the Board.

(b) “Children” means legitimate children;

(i) An adopted child shall be considered to be a child when the Competent Authority or if any doubt arises in the mind of the Competent Authority the Legal Adviser of the Board is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of natural child, but in his case only.

(ii) An adopted child is, for the purpose of the Bangladesh Power Development Board (Employees) Provident Fund Rules, 1985, the child of the adopter and ceases to be the Child and dependant of the natural father. In case in which a person has given his child in adoption to another person and if, under the personal law of the adopter, the adoption is legally recognised as conferring the status of a natural child, such a child should, for the purpose of these rules, be considered as excluded from the family of the natural father.

(c) “Family” means—

(i) in the case of a male subscriber, the wife or wives and children of the subscriber and widow or widows and children of a deceased son of the subscriber;

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary Law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notification in writing to the Competent Authority that she continues to be so regarded;

- (ii) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber ;

Provided that if a subscriber by notice in writing, to the Competent Authority expresses her desire to exclude her husband from her family, the husband shall forthwith be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels formally in writing her notice excluding him ;

- (d) "Fund" means the Power Development Board (Employees) General Provident Fund ;
- (e) "Leave" means any variety of leave recognised by the Bangladesh Power Development Board (Employees) Service Rules, 1982, for the time being in force ;
- (f) "Pay" means pay as defined in the PDB (Employees) Service Rules, 1982 and includes leave salary, subsistence allowance or any remuneration of the nature of pay received in respect of foreign service ;
- (g) "Board" means the Bangladesh Power Development Board ;
- (h) "Subscriber" means an employee of the Power Development Board who subscribes ;
- (i) "Year" means a financial year.

(2) Any other expression used in these rules but not defined shall have the same meaning as assigned to it in the Provident Funds Act, 1925 (Act XIX of 1925), or in the PDB (Employees) Service Rules, 1982.

3. **Maintenance of the Funds.**—The Fund shall be maintained in Bangladesh in Taka.

4. **Eligibility to join the Fund.**—(i) All regular employees of the Board who are not required or permitted to subscribe to the Contributory Provident Fund shall be eligible to join the Fund.

(ii) All regular employees of the Board who, before the coming into force of these rules being in service completed two years continuous service, shall join the Fund as compulsory subscriber, and

(iii) All regular employees of the Board who, before the coming into force of these rules have not completed two years of continuous service and who enters service on or after the commencement of these rules, shall join the fund as compulsory subscriber on completion of two years of continuous service :

Provided that an employee of the Board may at his option discontinue subscription to the fund on attaining the age of 52 years.

5. **Nomination.**—(1) A subscriber shall, at the time of joining the Fund, send to the Competent Authority, a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund

in the event of his death before that amount has become payable, or having become payable, has not been paid :

Provided that if, at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family :

Provided further that a subscriber having no family may nominate any person, but as soon as he acquires a family the nomination sent earlier to the Competent Authority shall stand cancelled.

(2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount of share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms set forth in the First Schedule as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Competent Authority :

Provided that the subscriber shall, along with such notice, send a fresh nomination made in accordance with the provisions of sub-rules (1) to (3).

(5) Without prejudice to the provisions of sub-rule (4), a subscriber shall, along with every nomination made by him under this rule send to the Competent Authority a contingent notice of cancellation which shall be in the Form set forth in the Second Schedule.

(6) Immediately on the occurrence of any event by reason of which the contingent notice of cancellation referred to in sub-rule (5) becomes operative and the nomination to which that notice relates consequently stands cancelled, the subscriber shall send to the Competent Authority a fresh nomination made in accordance with the provisions of sub-rules (1) to (3).

(7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Competent Authority.

6. **Subscriber's Account.**—An account shall be prepared in the name of each subscriber and shall show the amount of his subscriptions with interest thereon calculated in the manner specified in sub-rule (2) of rule 11.

7. **Condition of subscription.**—(1) A subscriber shall subscribe monthly to the Fund except during a period of suspension :

Provided that a subscriber may, at his option, elect not to subscribe during leave :

Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum, or in instalments, any sum not exceeding the maximum amount of arrear subscriptions permissible for that period.

(2) The subscriber shall intimate the Competent Authority, Head of his office in writing, before proceeding on leave, his election not to subscribe during leave, failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

(3) The option of a subscriber intimated under sub-rule (2) shall be final.

(4) A subscriber who has finally withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal unless and until he returns to duty.

8. Rate of subscription.—(1) The amount of subscription to the fund shall be determined by the subscriber himself or the Head of the office subject to the following conditions, namely :

(a) it shall be expressed in whole Taka ; and

(b) the minimum rate of subscription to the Fund shall be as follows :

(i) Pay up to Tk. 600 per month	..	2%
(ii) Pay from Tk. 601 to Tk. 1,000 per month	..	4%
(iii) Pay from Tk. 1001 to Tk. 1,500 per month	..	6%
(iv) Pay from Tk. 1,501 to Tk. 4,000 per month	..	8%
(v) Pay exceeding Tk. 4,000 per month	..	10%

Note : Fraction of a Taka shall be rounded to the next higher Taka.

(2) For the purpose of sub-rule (1), the pay of subscriber shall be—

(a) in the case of a subscriber who was in service of the Board on the 30th June of the preceding year, the pay to which he was entitled on that date :

Provide that—

(i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his pay shall be the pay to which he was entitled on the first day after his return to duty ;

(ii) if the subscriber was on deputation out of Bangladesh on the said date, or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his pay shall be the pay to which he would have been entitled had he been on duty in Bangladesh ;

(iii) if the subscriber joined the fund for the first time under rule 4 on a day subsequent to the said date his pay shall be the pay to which he was entitled on such subsequent date ;

(b) in the case of a subscriber who was not in service of the Board on the 30th June of the preceding year, the pay to which he was entitled on the first day of his service or, if he joined the Fund for the first time under rule 4 on a date subsequent to the first day of his service, the pay to which he was entitled on such subsequent date.

(3) The subscriber shall intimate fixation of the amount of his monthly subscription each year in the following manner :

- (a) if he was on duty on the 30th June of the preceding year, by the deduction which he makes in this behalf from his pay bill for that month ;
- (b) if he was on leave on the 30th June of the preceding year and elected not to subscribe during such leave or was under suspension on that date, by the deduction which he makes in this behalf from first pay bill after his return to duty ;
- (c) if he has entered the service for the first time during the year or if he is compulsorily required to join the Fund from a particular date under the sub-rules (i) and (ii) or joins the Fund for the first time, by the deduction which he makes in this behalf from his pay bill for the month during which he joins the Funds ;
- (d) if he was on leave on the 30th June of the preceding year and continue to be on leave and has elected to subscribe during such leave, by the deduction which he causes to be made in this behalf from his pay bill for that month ;
- (e) if he was on foreign service on the 30th June of the preceding year, by the amount credited by him into the accounts on account of subscription for the month of July in the current year.

(4) The amount of subscription so fixed shall remain unchanged throughout the year :

Provided that if a subscriber is on duty for a part of a month and on leave for the remainder of that month and if he has elected not to subscribe during leave, the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.

(5) In the case of re-employed personnel, whose position on re-employment is wholly or partly held in advance, the rate of subscription shall be determined on the pay actually receivable from the Board ignoring the amount of pension drawn separately.

9. **Subscribers on deputation, etc. shall be subject to the rules of the Fund.**—When a subscriber is transferred to foreign service or sent on deputation out of Bangladesh, he shall remain subject to the rules of the Fund in the same manner as if he were not so transferred or sent on deputation.

10. **Recovery of subscription.**—(1) When pay is drawn from a Government treasury in Bangladesh or from any organisation outside Bangladesh, recovery of subscription on account of that pay and of the principal and interest of advance shall be made from the pay itself.

(2) When a subscriber is on deputation with another organisation that Organisation will forward the subscriber's monthly subscription to the Board.

(3) If an employee of the Board fails to subscribe with effect from the date on which he is required to join the Fund under rule 4 total amount due to the Fund on account of arrears of subscription shall, with interest therein at the rate provided in rule 11 forthwith be paid by the subscriber to the Fund, or in default, be ordered by the Competent Authority to be recovered by deduction from the pay of the subscriber by instalments or otherwise, as may be directed by the authority competent to sanction an advance from the Fund.

(4) A Ledger card for each subscriber shall be maintained in the Accounts Office from which the payment of monthly salary of a subscriber is made. Recovery of subscription and any advance taken from the fund may be made from the pay bill of a subscriber each month and an entry in the Ledger card of the subscriber may be made.

(5) In the case of an officer whose pay bill is prepared by the officer himself, a Schedule of deduction in such form as may be prescribed in this behalf should accompany the pay bill showing separately the amount of subscription and advance. On receipt of the schedule, the Accounts office shall make entry in the Ledger card.

11. **Rate of interest.**—(1) Subject to the provision of sub-rule (5) the Board shall pay to the credit of the account of a subscriber interest at such rate as may be determined for each year by the Board.

(2) Interest shall be credited with effect from the last day in each year in the following manner, namely:

- (i) on the amount of the credit of a subscriber on the last day of the preceding year, less any sums withdrawn during the current year interest for twelve months;
- (ii) on sums withdrawn during the current year interest from the beginning of the current year up to the last day of the month preceding the month of withdrawal;
- (iii) on all sums credited to the subscriber's account after the last day of the preceding year interest from the date of deposit up to the end of the current year;
- (iv) the total amount of interest shall be rounded to the nearest whole Taka (fifty paisa counting as the next higher Taka):

Provided that when the amount standing at the credit or credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be up to the date on which the amount standing at the credit of the subscriber becomes payable.

(3) In this rule, the date of deposit shall, in the case of recovery from pay, be deemed to be the first day of the month in which it is recovered; and in the case of an amount forwarded by the subscriber, the date of deposit shall be deemed to be the first day of the month of receipt, if it is received by the Competent Authority before the fifth day of the month, but if it is received on or after the fifth day of that month, the first day of the next succeeding month.

(4) Interest shall not be credited to the account of a subscriber if he informs the Competent Authority that he does not wish to receive it but if he subsequently asks for interest, it should be credited with effect from the first day of the year in which he asks for it, and in the event of his written intimation to forgo the interest accrued shall be adjusted by debit to his Provident Fund Account.

(5) The interest on amounts which under any provision of these rules are replaced at the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively determined under sub-rule (1) and so far as may be in the manner provided in this rule.

12. **Advance from the Fund sanctioning authority.**—(1) An advance including non-refundable advance under sub-rule (9) may be granted to a subscriber from his account in the Fund by the Competent Authority, on application in the Form set forth in the Third Schedule.

Object of advance :

(2) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it and that it will be spent on the following purpose or purposes and not otherwise:

(a) to pay expenses incurred in connection with the prolonged illness of the applicant or any person actually dependent on him.

Note : In this clause, the expression "dependent" means the members of the family and includes parents, minor brothers, unmarried sisters and where no parent is alive, paternal grand parents;

(b) to pay for overseas passage for reasons of health, pilgrimage, or education of the applicant or any person actually dependent on him;

(c) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriage, funerals or ceremonies which according to the religions or social custom it is incumbent on the applicant to perform;

(d) to pay for the premium towards a policy of life insurance;

(e) to pay for the purchase of a plot of land for residential purpose or for construction of a residential house or for the purchase or repair of a residential house, or for payment of private loan taken for the purposes specified in this clause;

(f) to pay off deferred dower claim by the wife of a Muslim subscriber subject to the following conditions, namely:—

(i) if the subscriber had taken advance for marriage expenses once, he shall not be allowed advance for marriage expenses.

(ii) the amount of advance shall not exceed the limits laid down in sub-rule (3) or the actual amount of dower fixed, whichever is less, a proof of which shall be produced by the subscriber;

(iii) the subscriber shall produce evidence within one month of the drawal of the advance that he had actually paid the dower failing which the amount advanced shall be recovered in lump sum.

Amount of Advance :

(3) No advance shall, except for the purpose of housing and on special considerations, exceed 3 (three) month's pay or half the amount standing at the credit of the subscriber in the Fund, whichever is less. A second advance may not except on special considerations, be allowed within one year of final repayment of the first advance together with interest thereon:

Provided that in a case where at the time of taking the first advance, the full amount admissible was not taken, a second advance may be allowed during the currency of the first advance equal to three month's pay or the half of the amount standing at the credit of the subscriber at the time of taking the second advance, whichever is less;

(4) On special consideration to be recorded in writing, an advance up to 75 per cent of the amount standing to the credit of the subscriber and up to a maximum of three advances may be sanctioned concurrently. In a case where the recovery of three or more advance are pending, no further advance shall be sanctioned without the previous approval of the Board.

House Building Advance :

(5) The following conditions shall regulate the grant of advance for the purpose of housing mentioned in clause (c) of sub-rule (2), namely:

- (a) The amount of advance shall not exceed 36 month's pay of the subscriber or 80 per cent of the amount standing to his credit in the Fund, whichever is less:

Provided that the advance shall not exceed 12 month's pay or 75 per cent of the amount standing to his credit, whichever is less, if the advance is taken for the purpose of repair of residential house;

- (b) Not more than one advance shall be allowed for construction of a house on the same plot but advance for repair may be allowed for the same house, after the first advance with interest thereon has been fully repaid;
- (c) subject to the following conditions, not more than one advance shall be allowed for repair of the same house, namely —
- (i) the repairs are required to make the house habitable;
 - (ii) they are not in the nature of ordinary repairs; and
 - (iii) they do not involve an outlay larger in comparison with the value of the house;
- (d) The advance must be required for the bonafide purpose of suitable personal residence of the subscriber at the station of his posting or at a place where he wishes to settle after retirement;
- (e) The advance shall generally be drawn by instalments the amount of each instalment being such as likely to be required for expenditure in the next three months. The advance may, however, be allowed in one instalment if the sanctioning authority is satisfied that the full amount will be required all at once;

- (f) An advance for payment of private loan taken for the purchase of land for building a house or for the purchase of a house or for repairing of the same shall not be sanctioned unless the loan was taken not more than 12 months before the date of receipt of the application for the advance and that the Competent Authority is satisfied about the genuineness of the loan, its amount and the money actually necessary to repay it;
- (g) The applicants must satisfy the sanctioning authority regarding the title of the property in respect of which the advance has been prayed for but it need not be mortgaged to the Board;
- (h) In case the land or the house is sold or otherwise alienated by the subscriber, before the advance is fully repaid, the subscriber shall forthwith repay into the Fund the unpaid balance of the advance together with the interest accrued on the advance in a lump sum.

Notes: (i) The condition laid down in clause (g) does not preclude the grant of an advance to a person who does not possess full proprietary rights in the land upon which he intends to build a house, provided the sanctioning authority is satisfied that the applicant has a lease, of which the unexpired portion is of terms and value sufficient to justify the grant of advance.]

(ii) The applicants title to the property shall be examined by the sanctioning authority before the advance is actually paid, if necessary in consultation with Revenue or the Registration authorities or if technical legal advice is necessary, the legal adviser of the Board. In the case of a House Building Advance or repairing advance it shall be seen that the applicant has the undisputed title to the land or, as the case may be the building and, in the case of purchase of Land or Building, the applicant shall acquire full title on execution or registration of the instrument of sale.

(iii) Except for taking non-refundable advance mentioned in sub-rule (9) after attaining the age of 52 years, advance is not admissible for repayment of loan taken from the House Building Finance Corporation, Boards or other Official Loan giving agencies which shall not be treated as private loan.

(6) Application for advance shall be made in the form specified in the third schedule through the applicant's official superior who shall record his opinion as to the necessity for the advance prayed for and the amount necessary for the purpose.

(7) The Competent Authority shall record in writing in the sanctioning order the reason for granting the advance and, in fixing the amount of advance the Competent Authority shall pay due regard to the amount standing at the credit of the subscriber in the Fund.

Note: The subscription for the last three months preceding the month in which the sanction is accorded shall not be taken into account for calculating the amount standing at the credit of the subscriber.

(8) The last pay certificate of officers must specify the total amount of advance sanctioned; the number and amount of instalments of recovery, the instalments and amount already repaid and the balance remaining due together with other necessary details.

(9) A non-refundable advance may be granted by the Competent Authority to a subscriber who has attained the age of 52 years from the amount standing to his credit in the Fund for any bonafide purpose including that for purchasing

agricultural land and, when such advance is granted, no recovery thereof shall be made from the subscriber and the amount advanced shall be treated as part of the final payment of the amount standing to the credit of the subscriber when the final payment becomes due. The amount of non-refundable advance shall not exceed 80% of the total amount standing to the credit of a subscriber at the time of the grant of advance. Such a non-refundable advance may be granted more than once within 80% of the amount standing to the credit of the subscriber each time. As a non-refundable advance is considered to be a part of final payment, it may be granted in one instalment even for the housing purpose.

(10) A subscriber on attaining the age of 52 years may, at his option, convert the unpaid balance of one or more advance taken by him previously into non-refundable advance which shall be treated as part of the final payment.

13. Recovery of advance and its interest.—(1) An advance other than non-refundable advance shall be recovered from the subscriber in such number of equal monthly instalments as the Competent Authority may direct and such number shall not be less than twelve unless the subscriber so elects, or in any case more than fifty. A subscriber may at his option, repay more than one instalment in a month. Each instalment shall be a number of whole Taka, the amount of the advance being raised or reduced, if necessary to admit of the fixation of such instalments.

(2) Recovery shall be made in the manner provided in rule 10 for realisations of subscriptions and except in respect of advance for construction of a house, it shall commence on the first occasion after the advance is made, on which the subscriber draws pay, or remuneration of foreign service for a full month.

(3) Recovery of an advance taken for construction of a house shall be made at the rate of 10% of pay beginning from the 12th issue of pay after the advance is drawn:

Provided that, if the employee of the Board has also taken house building advance from pay, the recovery at the above rate will begin after the advance from pay including interest accrued thereon has been recovered in full.

(4) Recovery shall not be made, except with the consent of the subscriber, while he is on leave or in receipt of subsistence allowance. Recovery may be postponed, on the subscriber's written request by the competent authority during the recovery of a previous advance, or an advance of pay granted to the subscriber, or for a specified period which may extend till the date of retirement in the case of a subscriber, advanced in age.

Notes:—(i) Holidays combined with leave shall be treated as leave;

(ii) An instalment towards the advance shall be recovered only when the subscriber has drawn full pay in any month and, while he is on leave, only when he expresses his consent to have the deduction from his leave salary.

(5) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.

(6) (a) After the principal of the advance has been fully repaid, interest shall be paid thereon at the prescribed rate per annum of the principal amount calculated on monthly basis for the period between the drawal and complete repayment of the principal :

Provided that the subscribers whose deposit in the Fund carry no interest shall not be required to pay into the Fund any additional instalment on account of interest on advance granted to them from the Fund.

(b) Interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal but if the amount of interest exceeds that of the instalment of repayment of the principal, the interest may, if the subscriber so desires, be recovered in more than one equal monthly instalments the amount of each instalment being not less than that of the instalments of repayment of the principal.

(7) If an advance had been granted to a subscriber and drawn by him and the advance is subsequently disallowed before the payment is completed, the whole or balance of the amount withdrawn shall with interest at the rate provided in rule 11, forthwith be repaid by the subscriber to the Fund, or in default, be ordered by the Competent Authority to be recovered by deduction from the pay bill of the subscriber by instalments or otherwise, as may be decided by the sanctioning authority :

Provided that subscribers whose deposit in the Fund carry no interest shall not be required to pay any interest.

(8) Recoveries made under this rule shall be credited as they are made to the subscribers account in the Fund.

14. When a subscriber quit the service or proceeds on leave preparatory to retirement or leave preparatory to retirement combined with holidays, or while on leave, has been permitted to retire or has been declared by a competent medical authority to be unfit for further services, the amount standing to his credit in the Fund shall become payable to the subscriber :

Provided that if after receiving the payment the subscriber returns to duty on re-instatement or re-employment before attaining the age of 57 years, the amount of Provident Fund Money already received by him shall if so required by the sanctioning authority be refunded to the Fund together with interest at the rate provided in rule 11 in the manner as directed by the Competent Authority.

15. On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made—

(1) When the subscriber leaves family—

(a) If a nomination made by the subscriber in accordance with the provisions of rule 5 in favour of a member or members of his family subsists, the 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 proportion specified in the nomination;

(b) if no such nomination subsists, or the nomination becomes void and of no effect under section-5 (1) (b) of the Provident Fund Act, 1925, or if such nomination relates 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, as the case may, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares.

- (2) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 5 in favour of any person or persons subsists, the amount standing to this credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the nomination.

Notes. (1) Any sum payable under this rule to member of the family of a subscriber vested in such member under sub-section (2) of section 3 of the Provident Funds Act, 1925.

(2) When the subscriber leaves no family and no nomination made by him in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of the Act.

(3) When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 5 subsists or if such nomination relates only to a part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub-clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident Fund Act, 1925 are applicable to the whole amount or the part thereof to which the nomination does not relate.

16. Payment.—(1) When the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Competent Authority to intimate the subscriber or, his nominee or his heirs that the amount standing at the credit of the subscriber is due for payment and shall make payment in the manner provided in section 4 of the Provident Funds Act, 1925.

(2) If the person to whom under these rules, any amount is to be paid is a lunatic for whose estate a manager has been appointed in this behalf under the Lunacy Act, 1912 the payment shall be made to such manager and not to the lunatic.

(3) Any person who desires to claim payment under this rule shall send a written application in that behalf to the Competent Authority. Payment of amounts withdrawn shall be made in Bangladesh and in Taka only.

Notes. (i) In the absence of any nomination or a valid nomination, when the amount standing to the credit of a deceased subscriber in his account in the Fund is Tk. 5,000 or less, the amount may be paid after proper enquiry to the heirs of such subscriber who appear to the Competent Authority to be otherwise entitled to receive it.

(ii) It is inconsistent with section 3(1) of the Provident Funds Act, 1925 to deduct any amount due to them by a subscriber from his accumulation in the Fund at the time of his retirement or from undisbursed fund accumulation payable to a subscriber's nominees or heirs in the event of the subscriber's death in service or after retirement, as the case may be. The best course would be to treat the repayment as a second transaction.

17. **Precedure Rules.**—All sums paid into the Fund under these rules shall be credited in the Books of Accounts to be named "The General Provident Fund".

18. **Subscriber's Account number.**—The Competent Authority shall allot a number to the account of subscriber to the Fund and intimate the subscriber the number so allotted. The subscriber shall quote the number of his account in any communication relating thereto.

10. **Statement of the subscriber's account.**—(1) As soon as possible after the close of each financial year, the Competent Authority shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1st day of each financial year, the total amount of interest credited as on the 30th June of the year and closing balance on that date. The Competent Authority shall attach to the statement of account an enquiry whether the subscriber—

- (a) has sent a nomination or desires to make any alteration in any nomination already made under rule 5.
- (b) has acquired a family, in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-rule (1) of rule 5.

(2) Subscriber should satisfy themselves as to the correctness of the annual statement and errors shall be brought to the notice of the Competent Authority within six months from the date of receipt of the statement.

(3) The Competent Authority shall if required by a subscriber, once in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written-up.

20. Subject to the approval of the Government the Board may make any addition and alterations to these rules as considered necessary from time to time.

By order of the President
M. AYUBUR RAHMAN
Secretary.

FIRST SCHEDULE

FORMS OF NOMINATION

[I. When the subscriber has a family and wishes to nominate one member thereof]:

I hereby nominate the person mentioned below, who is a member of my family as defined in the General Provident Fund Rules, 1986, to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable, has not been paid:

Name and address of nominee.	Relationship with the subscriber.	Age

Dated this day of 19.....
at

Signatures, designations and addresses of two witnesses.:

(1)

(2)

Signature of subscriber.

THE FIRST SCHEDULE

FORM OF NOMINATION

[II. When the subscriber has a family and wishes to nominate more than one member thereof]:

I hereby nominate the persons mentioned below, who are members of my family as defined in the BPDB (Employees) General Provident Fund Rules, 1986, to receive the amount that may stand to my credit in the Fund in the vent of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Name and address of nominees.	Relationship with the subscriber.	Age.	Amount or share of accumulations to be paid to each.

Dated this day of 19
at

Signatures, designations and addresses of of two witnesses:

- (1)
(2)

Signature of subscriber.

* Note : this column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

THE FIRST SCHEDULE

[III. When the subscriber has no family and wishes to nominate one person:]

I, having no family as defined in the BPDB (Employees) General Provident Fund Rules, 1986, hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable, has not been paid:

Name and address of nominee.	Relationship with the subscriber.	Age.

Dated this day of 19

at

Signatures, designations and addresses of two witnesses:

(1)

(2)

Signature of subscriber.

THE FIRST SCHEDULE

[IV. When the subscriber has no family and wishes to nominate more than one person]:

I, having no family as defined in the BPDB (Employees) General Provident Fund Rules, 1986, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :

Name and address of nominees.	Relationship with the subscriber.	Age.	*Amount or share of accumulation to be paid to each.

Dated this day of 19.....
at.....

Signatures, designations and addresses of two witnesses :

(1)

(2)

Signature of subscriber.

Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

THE SECOND SCHEDULE

FORM OF CONTINGENT NOTICE OF CANCELLATION

With prejudice to my right under the BPDB (Employees) General Provident Fund Rules, 1986, to cancel the nomination there made by me on..... whenever I think fit, I hereby give notice that in the event of the person/any of the persons nominated there under predeceasing me, or in the event of my hereafter acquiring a family as defined in the said Rules, the said nomination shall forthwith stand cancelled.

Dated this.....day of19.....

at.....

Signatures, designations and addresses of two witnesses :

(1)

(2)

Signature of subscriber.

THE THIRD SCHEDULE

FORM OF APPLICATION FOR AN ADVANCE FROM THE GENERAL PROVIDENT FUND

To

Sir,

I have the honour to apply for an advance of Taka.....
from the sum at my credit in the General Provident Fund (A/c. No.....)
I have correctly answered each and all of the questions below :—

Your obedient servant,

Dated.....

Signature

Station.....

Designation.....

Address

QUESTIONS.

ANSWERS.

1. What was the amount at your credit on the preceding 30th June? (To be supported by the last account slip, in original, furnished by the Accounts Office, which will be returned after examination).
2. What are the reasons for which the advance is required? (If lengthy they should be stated separately).
3. What is your present pay?
4. (a) Has any advance been previously taken?
(b) If, so, have all advances been completely repaid?

- (c) If so, when is the last repayment instalment (including interest) repaid ?
- (d) If previous advances have not been completely repaid, how many more instalments are due ?
5. In how many instalments (including interest instalment) do you propose to repay the advance ?
6. Do your deposits in the Fund carry any interest ?

Recommendation of Superior Officer.

Signature

Designation