

The  
Bangladesh  Gazette

Extraordinary  
Published by Authority

---

THURSDAY, MARCH 4, 1982

---

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
MINISTRY OF ENERGY

Power Division

Section 2

NOTIFICATION

Dacca, the 18th February 1982.

No. S.R.O. 74-L/82.—In exercise of the powers conferred by Article 33 of the Bangladesh Water and Power Development Boards Order, 1972 (P.O. No. 59 of 1972), and in supersession of all rules made or orders or circulars issued in this behalf, the Government is pleased to make the following rules, namely:—

CHAPTER I

PRELIMINARY

1. **Short title and application.**—(1) These rules may be called the Bangladesh Power Development Board (Employees) Service Rules, 1982.

(2) They shall apply to all persons in the employment of the Board, except—

- (i) persons transferred from the erstwhile East Pakistan Government under sub-section (2) of section 17 of the Water and Power Development Authority Ordinance, 1958 (E.P. Ord. No. 1 of 1958), since repealed:

Provided that any such person who on the date of such transfer was in temporary employment of that Government and had no lien on a permanent post shall be treated as a direct recruit of the Board and shall be subject to these rules:

Provided further that any such person who on the date of such transfer was in permanent employment of that Government and had a lien on that post shall be subject to the provisions of Chapters XII and XIII of these rules;

- (ii) Persons on deputation from the Government;
- (iii) persons appointed on contract, to the extent that these rules are inconsistent with the terms of such contract; and
- (iv) workers as defined under clause (p) of section 2 of the Factories Act, 1965 (E.P. Act IV of 1965) and workmen as defined under clause (h) of section 2 of the Industrial and Commercial Employment (Standing Orders) Ordinance, 1960 (III of 1960):

Provided that the provisions of Chapters VIII, X, XI, XIII, XVIII and XIX of these rules shall apply to such persons subject to such conditions as may be prescribed from time to time.

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

- (1) “actual cost of travelling” means the actual cost of transportation of an employee with his personal luggage including charges for ferry and other tools and for carriage of camp equipment, if necessary;
- (2) “appointing authority” means the Board and includes, in relation to any post or class of posts, any officer authorised by the Board to make appointment to such post or class of posts;
- (3) “apprentice” means a person, deputed for training in any trade or business under the Board with a view to employment thereunder, who draws pay or allowance at monthly rates from the Board during such training period but who is not employed in or against a regular vacancy in a cadre;
- (4) “authorised medical attendant” means the medical officer employed by the Board and includes,—
  - (i) in respect of employees drawing pay of Taka 500 or more per mensem, Professors and Associate Professors of a Medical College or a Civil Surgeon or any other medical practitioner approved by the Board;
  - (ii) in respect of employees drawing pay less than Taka 500 but not less than Taka 200 per mensem, an Assistant Surgeon or a medical officer in charge of a Subdivisional Hospital or a medical officer of equivalent rank or any other medical practitioner approved by the Board; and
  - (iii) in respect of all other employees, and Assistant Surgeon or Sub-Assistant Surgeon or any other medical practitioner approved by the Board;
- (5) “average pay” means the average of pay earned during the twelve complete months immediately preceding the month in which the leave is taken or the pay of the employee drawn immediately before proceeding on leave whichever is more favourable to the employee;

- (6) "basic pay" means the pay, other than the special pay, overseas pay, technical pay or personal pay, which has been sanctioned for a post held by an employee regularly or in an officiating capacity, or to which he is entitled by reason of his position in the cadre;
- (7) "Board" means the Bangladesh Power Development Board constituted by the Bangladesh Water and Power Development Boards Order, 1972 (P.O. No. 59 of 1972);
- (8) "cadre" means the strength of a service or a part of a service sanctioned as a separate unit;
- (9) "children" means legitimate children and step-children and includes adopted children where under the personal law of the subscriber adoption is legally recognised as conferring the status of a natural child;
- (10) "compensatory allowance" means an allowance,—
  - (a) granted to meet personal expenditure necessitated by the special circumstances in which duty is performed, or
  - (b) granted proportionately on the basis of pay as house rent support where residential accommodation has not been provided;
- (11) "competent authority", in relation to exercise of any power under these rules, means the Board or any of its officers to whom such power has been delegated by the Board, provided that until such time when appropriate orders in this behalf are passed under these rules by the Board, orders of delegations in force on the date of issue of these rules shall continue in force;
- (12) "Controlling officer" means the officer declared by the Board to be the controlling officer for the purpose of administrative and financial matters including travelling allowance and medical facilities of a particular employee or class of employees;
- (13) "day" means a calendar day beginning and ending at midnight but an absence from headquarters which does not exceed twenty-four hours shall be reckoned for all purposes as one day, at whatever hour the absence begins or ends;
- (14) "dependant" means wife or husband, children, parents, minor brothers, unmarried sisters, deceased son's widow and children and deceased daughter's children, if they are solely dependent upon the employee;
- (15) "duty" includes,—
  - (a) service as a probationer, apprentice or trainee provided such service is followed by appointment on a regular basis;
  - (b) joining time;
  - (c) the period spent on a duly authorised course of instruction or training including the time reasonably required for the journey to and from the place of such training; and
  - (d) attendance at compulsory departmental examination including a reasonable time required for the journey to and from the place of examination and the day or days of the examination;

(16) "employee" means an employee of the Board to whom these rules apply, and a "regular employee" shall mean a person who holds a regular post and a "casual employee" shall mean a person who holds a casual post under the Board;

(17) "emoluments" means and includes,—

(a) pay;

(b) special pay, personal pay, technical pay, officiating pay and additional pay;

(c) compensatory allowances other than travelling and medical allowances;

(d) leave salary;

(e) any other payments and fees, if any, in the shape of fixed monthly additions to pay; and

(f) subsistence grant;

(18) "family" means wife (one wife only), children, step-children, parents, sister and minor brothers residing with and wholly dependent upon an employee.

*Explanation.*—(1) Wife of an employee shall be deemed to be wholly dependent upon him so long as she is not legally separated, and where the wife herself is an employee, the husband shall be entitled to claim any benefit admissible to him in respect of the wife if she does not claim the benefit in her own right as an employee of the Board.

*Explanation.*—(2) Sons, step-sons and minor brothers of an employee shall be deemed to be wholly dependent upon him till they complete the age of 18 years and shall thereafter be deemed to be so dependent only if he certifies that they are wholly dependent upon him.

*Explanation.*—(3) Sisters, daughters and step-daughters of an employee shall be deemed to be wholly dependent upon him till they are married and shall thereafter be deemed to have ceased to be so dependent unless he certifies that they are wholly dependent upon him.

*Explanation.*—(4) Parents of an employee shall be deemed to be wholly dependent upon him in case they are without any income of their own or their income is so inadequate as to make them dependent on the employee for their maintenance and are certified to be so by the employee.

*Explanation.*—(5) The expression "residing with" shall not be so construed as to exclude any member of the family of an employee wholly dependent upon such employee but not actually residing with him, as for example, the son or daughter of an employee studying in a place other than his headquarters, or the wife of an employee temporarily away from such headquarters (place of their stay being in Bangladesh);

(19) "first entry post" means posts in a category which are not in the line of promotion of any other post of lower category and are filled up by direct recruitment;

- (20) "Form" means a Form given in Appendix I to these rules ;
- (21) "Fund" means the Bangladesh Power Development Board Contributory Provident Fund constituted under rule 89;
- (22) "Head of office" means an officer whom the Board may, by order, declared to be the Head of office;
- (23) "headquarters" means such place as the Head of office may prescribe and, in the absence of any order to the contrary, means the place where the office or the place of duty of an employee is located;
- (24) "holiday" means a day declared as such by order of the Government;
- (25) "honorarium" means a recurring or non-recurring payment made to any employee by the Board as remuneration for special work of an occasional character;
- (26) "hospital" means a Government hospital including military hospital or any other hospital in Bangladesh approved by the Board;
- (27) "joining time" means the time allowed to a person, under Chapter VIII of these rules, to enable him to join a new post on transfer, promotion or on return from leave;
- (28) "leave salary" means the monthly amount paid to an employee on leave by the Board;
- (29) "lien" means the title of an employee to hold substantiatively, either immediately or on the termination of a period or periods of absence, a permanent post, including a tenure post, to which he has been and appointed;
- (30) "medical attendance" means attendance in hospital or at the residence of an employee or at the chamber of the authorised medical attendant and includes—
- (i) such pathological, bacteriological, radiological or other methods of examination for the purpose of diagnosis as are considered necessary by the authorised medical attendant ; and
  - (ii) such consultation with a specialist or other medical officer available nearest to the place of posting of the employee as the authorised medical attendant certifies to be necessary, to such extent and in such manner as the specialist or medical officer may, in consultation with the authorised medical attendant determines;
- (31) "misconduct" means conduct prejudicial to good order or service discipline, or which is unbecoming of an employee or gentlemen and includes contravention of any of the provisions of Chapter XVI of these rules;
- (32) "month" means a calendar month, in calculating period expressed in terms of month and days, complete calendar month, irrespective of number of days in each, should first be calculated and the odd number of days calculated subsequently ;

- (33) "Officer" means such employee of the Board as may, from time to time, be designated by the Board as officer;
- (34) "officiate" an employee officiates in a post when he performs the duties of a post on which another person holds lien, or when he is appointed by an authority competent to make a regular appointment to the post to officiate in a vacant post on which no other person holds a lien;
- (35) "pay" means the basic pay which has been sanctioned for a post held by an employee in regular or in an officiating capacity or to which he is entitled by reason of his position in a cadre and includes overseas pay, special pay, personal pay, technical pay and additional pay, if any, admissible under general or special order of the Government;
- (36) "personal pay" means an additional pay granted to an employee to save him from loss of pay in respect of a regular post held by him due to a revision of pay or to reduction of such pay otherwise than as disciplinary measure or, in exceptional circumstances, on other personal considerations;
- (37) "special pay" means an addition in the nature of pay to the emoluments of an employee granted in consideration of—
- (a) the specially arduous nature of the duties ; or
  - (b) a specific addition to the work or responsibility ; or
  - (c) the unhealthiness of the locality in which the work is performed;
- (38) "subscriber" means an employee who is required or permitted to subscribe to the Fund under Chapter XIII of these rules;
- (39) "subsistence grant" means a monthly grant made to an employee during the period he is under suspension;
- (40) "technical pay" means an additional pay granted to an employee in consideration of his having a technical qualification, such as a degree in Engineering, Medicine or Agriculture, which is a condition of entry into the service to which he belongs or of appointment to the post which he holds;
- (41) "time-scale of pay" means pay which rises by periodical increments from a minimum to a maximum. The two time-scales of pay are said to be identical when the minimum, the maximum, the period of increment and the rate of increment of those time-scales of pay are identical. The two posts are said to be on the same time-scale of pay when the two time scales of pay are identical and the posts fall within a cadre, or a class in a cadre, involving duties and responsibilities of approximately the same character or degree of responsibility;
- (42) "transfer" means the movement of an employee from one headquarters station in which he is employed to another such station either to take up the duties of a new post or in consequence of change of his headquarters;

- (43) "travelling allowance" means an allowance granted to an employee to cover the expenses which he incurs in travelling in the interest of the Board's service ;
- (44) "treatment" means the attendance, consultation, investigation and prescription by an authorised medical attendant for treatment of an employee or a member of his family and also includes the following, namely :—
- (a) such pathological, bacteriological, radiological and other methods as are considered necessary by the authorised medical attendant ;
  - (b) supply and use of medicines, vaccine, sera or other therapeutic substances as per prescription of authorised medical attendant ;
  - (c) hospital accommodation ; and
- (45) "year", for the purpose of accounts, means a financial year and, for other purposes, means a calendar year.

## CHAPTER II

### RECRUITMENT AND GENERAL CONDITIONS OF SERVICE

3. Creation of posts.—All posts of officers and other employees shall be created by the Board with the prior approval of the Government.

4. Categories and classification of posts.—(1) The posts shall be of two categories, namely :—

- (a) regular, which shall be either permanent or temporary ; and
- (b) casual.

(2) A permanent post shall be a post carrying a definite time-scale of pay and sanctioned without limit of time.

(3) A temporary post shall be a post carrying a definite time-scale of pay but sanctioned for a limited period.

(4) A casual post shall be a post created for—

- (a) the performance of duties of a casual (*i.e.*, day to-day) or intermittent character ; or
- (b) the execution of a particular work.

(5) All posts shall be classified into following classes, namely :—

- (a) Class-I ;
- (b) Class-II ;
- (c) Class-III ; and
- (d) Class-IV.

(6) The Board may constitute cadres with regular posts, the qualifications for and duties of which are similar. Seniority among employees appointed to posts in such cadres shall thereafter be regulated as per chapter III of these rules.

5. Method of recruitment.—(1) Appointment to all Class I and Class II posts shall be made :—

- (a) by direct recruitment ; and
- (b) by promotion—

on such proportion as may be fixed in each case by the Board, from time to time, with previous approval of the Government.

(2) Appointment to all Class III posts, except in case of first entry post, shall be made—

- (a) in case of non-technical post, by promotion on such proportion as may be fixed in each case by the Board ; and
- (b) in case of technical post, by promotion or by appointment from the trained apprentices or by direct recruitment as may be determined in each case by the Board.

6. Advertisement for recruitment.—(1) All appointments by direct recruitment shall be made after the same is advertised in the daily newspapers in Form No. 1.

(2) All applications for appointment to the posts advertised under sub-rule (1) shall be in Form No. 2 and shall be accompanied by a crossed postal order of the value as follows:

(a) for Class I and Class II post	.. ..	Tk. 10·00
(b) for Class III post	.. ..	Tk. 6·00
(c) for Class IV post	.. ..	Tk. 2·00

7. Selection Committee.—(1) Appointment to Class I and Class II posts shall be made by the Board on the recommendations of the Selection Committee which shall, in the case of Class I posts, be the Board itself and, in the case of Class II posts, consist of a Member of the Board or the Chief Engineer of the Board as Chairman and two such other Class I officers as may be nominated by the Board.

(2) Where the Chief Engineer is competent to make appointment, the Selection Committee shall consist of—

- (a) the Superintending Engineer or Manager or Director concerned ; and
- (b) two immediate subordinate officers, one being directly in-charge of the establishment matters of their respective offices.



(3) Where the Superintending Engineer or Manager or Director is competent to make appointment, the Selection Committee shall consist of—

- (a) the Executive Engineer or Head of office concerned ; and
- (b) two immediate subordinate officers, one being directly in-charge of the establishment matters in their respective offices.

(4) For proper evaluation of a candidate's suitability, such experts as may be considered necessary, may be co-opted as additional members of any of the Selection Committees.

8. Procedure of selection of candidates.—(1) There shall be conducted written, oral and, wherever necessary, practical examinations and tests in such subjects as may be determined by the Board for the purpose of selection of persons for appointment to the posts.

(2) All candidates shall be assessed and evaluated separately in Form No. 3. The aggregate of the marks given by each member of the Selection Committee and the marks obtained in the examination and test shall determine the position of the candidate and the Selection Committee shall make recommendations in order of preference.

(3) Proceedings of the Selection Committee shall be duly recorded and signed by all members thereof.

9. Age.—(1) A person selected for appointment shall not be less than 18 years and more than 30 years of age at the time of entry into service of the Board :

Provided that the Board may, in individual cases, relax the upper limit of age on the grounds of special technical qualification or experience.

(2) A declaration of age, supported by the Matriculation or school leaving or equivalent certificate, made by an applicant at the time of, or for the purpose of, entry into the service of the Board shall be deemed to be binding on him and no revision of such declaration shall be allowed at a later date for any purpose whatsoever.

*Note.*—(1) The expression "equivalent certificate" implies similar certificate issued by a Madrasa or any Education Board or any other school leaving certificate granted by a competent authority where date of birth or age is specified.

(2) In the case of a person who cannot produce a certificate mentioned above as valid proof of age, his personal declaration of age certified by an authorised medical officer may be accepted at the time of entry into the service of the Board.

10. Physical fitness and antecedents.—(1) No person shall be appointed to a post other than a Class IV post unless he is declared physically fit in Form No. 4 by a medical officer nominated by the appointing authority.

*Note.*—The senior Medical Officer of the Board shall be the medical officer within the meaning of this sub-rule for Dacca, Narayanganj and their surrounding areas while the Civil surgeons, where available, or doctors of equivalent rank in charge of the local hospitals may act as medical officer for other areas.

(2) In the case of appointment to a Class IV post no such declaration shall be required except where the appointing authority, for special reasons, considers it necessary.

(3) No person shall be appointed in any post without obtaining a satisfactory report from the police about his antecedents. In special cases, where it is not possible to obtain the verification report before appointment, care shall be taken to get the verification report from the police immediately after appointment is made.

(4) No person who has been dismissed, removed or compulsorily retired from the service of the Republic or a local authority and whose antecedents are no satisfactory, shall be eligible for appointment under the Board.

11. Probation.—(1) Persons selected for appointment to a post shall be appointed on probation for a period of one year :

Provided that the appointing authority may, by an order in writing, extend the period of probation in the case of any person or terminate his service if his performances during that period are found unsatisfactory.

(2) After successful completion of the period of probation including the extended period, if any, the competent authority shall confirm the service of the employee in writing.

12. Certain conditions of services.—(1) Unless in any case it is otherwise distinctly provided, the whole time of an employee shall be at the disposal of the Board and he may be employed in any manner in any place required by the Board.

(2) Two or more employees shall not be appointed on a substantive basis to the same post at the same time.

(3) An employee shall not be appointed to two or more regular posts at the same time.

(4) An employee shall not be appointed substantively to a post on which another employee holds a lien.

13. Lien.—(1) An employee holding a regular post shall retain a lien on that post,—

(a) while performing the duties of that post ;

(b) while holding a temporary post or officiating in another post ;

(c) during joining time on transfer to another post ;

(d) while on leave ;

(e) when temporarily deputed or transferred under any organisation within or outside Bangladesh with the specific orders of the Government ;  
and

(f) while under suspension.

- (2) The lien of an employee on a regular post shall be terminated—
- (a) on his appointment substantively to another regular post ; and
  - (b) in the case of an employee deputed or transferred outside the Board, if he does not return to the service of the Board within a period of three years.

14. **Transfer.**—An employee may be transferred from one post to another provided he shall, except as a result of punishment under these rules or at his own request in writing, not be transferred to a post carrying pay lower than the pay of the post on which he holds a lien.

15. **Pay and allowances.**—An employee shall draw the pay and allowances attached to the post with effect from the date he assumes the duties of that post and shall cease to draw the pay and allowances as soon as he ceases to discharge those duties.

*Note.*—In this rule, “date” means the forenoon of the day in question, for example, if charge is assumed or transferred before noon of a day, it shall take effect from that day and if charge is assumed or transferred in the afternoon, it shall take effect from the following day.

### CHAPTER III

#### FIXATION OF SENIORITY

16. **Seniority on first appointment.**—Seniority on first appointment shall be regulated as under :—

- (a) where the appointment is made on the recommendation of a Selection Committee, the seniority shall be fixed by the Selection Committee on the merit of the candidates, and the seniority thus fixed shall be taken as the seniority in the cadre provided the candidate or candidates joined within the time limit given in the appointment order and, where no such time limit is given, within 21 days from the date of issue of the order;
- (b) where only one person is appointed to a post his seniority shall be determined on the basis of his appointment to the post. The seniority of the candidate who could not join within the time limit mentioned in clause (a) shall also be counted from the date of joining.

17. **Seniority on transfer.**—Employees who have been transferred from one Directorate or Office to another Directorate or Office shall carry their seniority as from the date of joining their first appointment in the cadre.

18. **Seniority on promotion.**—(1) Seniority on promotion shall take effect from the date of issue of the promotion order or from the date mentioned in such order.

(2) The seniority of the employees promoted simultaneously shall be determined on the basis of merit recorded by the Selection Committee.

19. **Savings.**—No claim for appointment or promotion of an employee based on the seniority determined according to these rules shall be entertained in such a way to affect adversely on appointment or promotion already made before these rules come into force.

## CHAPTER IV

## CRITERIA FOR PROMOTION

20. **Promotion in certain cadres.**—(1) Posts in the cadre of Chief Engineers, Additional Chief Engineers and Superintending Engineers and Directors, Additional Directors and posts with equivalent time-scales of pay and such other posts as may be specifically notified as such by the Board, from time to time, shall be treated as selection posts and shall be filled in by promotion from the immediate lower cadre.

(2) Posts in the cadre of Executive Engineers, Deputy Directors and other equal ranks may be filled in by promotion from the immediate cadre.

(3) Nothing in this rule shall affect the powers of the Board to fill in, special cases, any post by appointing thereto any person on contract or on deputation from Government service.

21. **Criteria for promotion.**—Promotion from a lower post to a higher post shall be based on the following criteria, namely :—

(a) for promotion to selection posts outstanding merit shall be the sole criterion, seniority in the cadre being taken into consideration in the cases of indistinguishable merit only ;

(b) for promotion to other posts, merit-cum-seniority shall be the criterion. All promotions up to the ranks of Superintending Engineer and Director shall be subject to the examination and test provided in sub-rule (1) of rule 8.

22. **Promoting Authorities.**—(1) Promotions to the posts in Class III in the offices under the Chief Engineer or Additional Chief Engineer shall be given by the Chief Engineer or as the case may be, the Additional Chief Engineer concerned on the recommendation of the appropriate Selection Committee.

(2) Promotions to the posts in Class III in the offices under the direct control of the Chairman and Members of the Board and the Directorates under them in the headquarters shall be given by the Director (Personnel) with the approval of the Member (Administration) and on the recommendation of the appropriate Selection Committee.

(3) Promotion to the posts in Class II and above shall be given by the Board on the recommendation of the appropriate Selection Committee.

(4) In case of transferred Government servants, no promotion shall be given effect to without the previous approval of the Government.

*Note.*—In consideration of the specialised nature of jobs, the promotions to the posts of Grid Station Operator, Shift-Supervisor, Foremen 'C', Foremen 'D' and Welder 'D' in Class II shall be given by the Chief Engineer concerned on the recommendation of the appropriate Selection Committee

23. **Seniority and promotion of employees of different Grades.**—(1) The seniority list of all employees from Grade X to VIII belonging to the offices under the jurisdiction of the Chief Engineers, except the seniority list of

Grade VIII employees of Accounts, Audit, Finance and Revenue (Commercial Operation) Cadre irrespective of their place of posting, shall be prepared and maintained in the offices of the respective Chief Engineers on the basis of their grade and cadre. Promotion up to Grade VII shall be given by the Chief Engineers on the basis of that seniority list in accordance with existing rules.

(2) In case no suitable employee is available or is found fit for promotion to a post under the jurisdiction of any Chief Engineer, service particulars of similar employees under jurisdiction of other Chief Engineers may then be collected through circular and, thereafter, promotion may be given as per existing rules.

(3) The seniority list of all employees from Grade X to Grade VIII belonging to the offices under direct control of the Chairman and Members of the Board and office (if any) outside the jurisdiction of the Chief Engineers, shall be prepared and maintained in the Directorate of Personnel of the Board on the basis of their grade and cadre. Promotion up to Grade VII shall be given by the Directorate of Personnel on the basis of that seniority list in accordance with existing rules with approval of the Member (Administration).

(4) The Seniority list of the employees from Grade VII and above and the seniority list of employees of Accounts, Audit, Finance and Revenue (Commercial Operation) Cadre of Grade VIII irrespective of their place of posting under the Board shall be prepared and maintained centrally in the Directorate of Personnel on the basis of their grade and cadre.

(5) Promotion to the posts in Grade VI and above and in case of Accounts, Audit, Finance and Revenue (Commercial Operation) from Grade VIII to above shall be given by the Directorate of Personnel on the basis of the seniority list mentioned in sub-rule (4) in accordance with the existing rules with the approval of the Member (Administration) of the Board, as the case may be.

(6) For the purpose of sub-rules (4) and (5), the non-technical posts shall be divided into following five cadres on the basis of different types of work in the offices under the Board, namely:—

- (a) General Administration which shall consist of the employees of—
- (i) Central Secretariat of the Board,
  - (ii) Directorate of Personnel,
  - (iii) Directorate of Estate and Transport,
  - (iv) Directorate of Labour Welfare,
  - (v) Directorate of Programme,
  - (vi) Kaptai Academy,
  - (vii) The field offices engaged in general administration, and
  - (viii) Those Directorates which are not included in the four services<sup>s</sup> mentioned below.

*Note.*—In the Directorate of Security and Intelligence, there is provision for direct appointment of officers in Grade VI from amongst the experienced, retired personnel of the Armed forces and Police forces and similarly persons having Diploma in Journalism or persons having experience in the line, are appointed in the Directorate of Public Relations. In case the employees in Grade VII of the aforesaid Directorates do not possess the special qualifications mentioned above, the case of their promotion will be considered along with the employees in Grade VII belonging to the Administrative Services.

Similarly, if the employees belonging to the general Administration Service are found to possess the special qualifications mentioned above, they will equally be considered along with the departmental employees of the Directorate of Security and Intelligence and the Directorate of Public Relations for the purpose of promotion.

- (b) Finance, Accounts, Audit and Revenue (Commercial Operation) which shall consist of the employees of—
- (i) Directorate of Finance,
  - (ii) Directorate of Accounts,
  - (iii) Directorate of Audit,
  - (iv) Directorate of Revenue (Commercial Operation), and
  - (v) Other offices engaged in similar work.
- (c) Security and Intelligence which shall consist of the employees of—
- (i) Directorate of Security and Intelligence ; and
  - (ii) Other offices engaged in similar work.
- (d) Clearance and Movement and Electrical Equipment which shall consist of the employees of—
- (i) Directorate of Clearance and Movement,
  - (ii) Directorate of Electrical Equipment,
  - (iii) Directorate of Purchase, and
  - (iv) Other offices engaged in similar work.
- (e) Public Relations which shall consist of the employees of—
- (i) Directorate of Public Relations, and
  - (ii) Other offices engaged in similar work.

24. **Cadres of technical posts in certain ranks.**—There shall be the following cadres for the technical posts in the ranks from Assistant Engineers to Superintending Engineers and similar other ranks, namely :—

- (a) Generation and Transmission (Operation and Maintenance), and
- (b) Development, Distribution, Sales and all other technical posts not included in clause (a).

*Note.*—The Diploma holders shall be recruited to the posts of Sub-Assistant Engineers as feeder service in different cadres and the percentage of vacancies reserved for Diploma holders in the rank of Assistant Engineers shall be as fixed by the Government from time to time.

25. **Change of cadre.**—(1) The Board may, in exceptional circumstances in the interest of its work, permit an employee to change from one cadre to another cadre.

(2) The Board may, in the interest of its work, transfer an employee from a post in one cadre to a post of equal rank and status in another cadre.

## CHAPTER V

## FIXATION OF PAY

26. **Pay.**—An employee while on duty shall draw the pay attached to his post, as fixed from time to time, and while on leave shall draw the salary as regulated under Chapter IX of these rules.

27. **Initial pay.**—(1) The initial pay of an employee on first appointment shall, subject to sub-rule (5) of rule 284, be the minimum of the time-scale of pay of the post to which he is appointed.

(2) The initial pay of an employee appointed on promotion shall be fixed at the stage of the time-scale of pay of the new post which is next above his basic pay including personal pay of the old post :

Provided that if an employee has previously worked in the same post, or a regular post on the same time-scale of pay the initial pay shall not be less than the basic pay which he drew on the last occasion, and he shall count for increment the period during which he drew that pay on such last and any previous occasion.

28. **Annual increment.**—(1) The annual increment in the time scale of pay shall be drawn as a matter of course, unless it is withheld or forfeited by the competent authority as punishment under chapter XVII of these rules. If the increment is withheld, the withholding authority shall state the period for which it is withheld.

(2) Increments shall automatically stand withheld on account of failure to pass a compulsory departmental examination within the period prescribed under Chapter XX of these rules and shall not be granted unless it is shown to the satisfaction of the Board that the failure to pass such an examination was due to circumstances beyond the employee's control. On successful completion of such an examination he shall get the due increment in the time-scale of pay.

(3) Where on efficiency bar is prescribed in a time-scale of pay the increment next above the bar shall not be given to an employee without the sanction of the competent authority. Such sanction shall be based not on the mere absence of an unsatisfactory report out on the positive statement of the reporting officer that the service of the employee concerned has been such as to justify the crossing of the Bar.

(4) The conditions under which service counts for increments in the time-scale of pay of the post held by an employee are as under:—

- (a) duty in the post;
- (b) service in another post, whether in substantive or officiating capacity or on deputation;
- (c) leave other than extraordinary leave;

- (d) if an employee after officiating in a higher post is reverted to a lower post, the period of service in the higher post shall count for increments in the lower post; and
- (e) when two posts are on identical time scales of pay it should be held that the duties and responsibilities of the posts are not very different in nature irrespective of the fact whether the pay of the posts is borne in the regular or work-charged establishment or is paid from contingency and the duty rendered in any such post shall be allowed to count towards increment.

(5) An employee may, in the case of first appointment in recognition of special qualifications or experience, and in other cases, in recognition of outstanding performance or merit, be granted one or more advance increments in a time-scale of pay with the prior approval of the Board.

(6) When a competent authority orders, under Chapter XVII of these rules, the reduction of an employee to a lower post such authority may allow him to draw any pay, not exceeding the maximum pay of the latter post, which it may think proper.

(7) When a competent authority withholds an increment or orders stoppage at an efficiency bar as a measure of penalty under Chapter XVII of these rules, such authority shall state the period for which such penalty shall remain operative.

## CHAPTER VI

### ALLOWANCES AND HONORARIUM

29. **Compensatory allowance, etc.**—(1) An employee shall draw the compensatory allowance attached to a post so long he holds that post and shall cease to draw it when he vacates the said post. The compensatory allowance shall also be admissible during the leave including leave preparatory to retirement.

(2) The house rent support may be drawn during temporary transfer for a period not exceeding four months provided the authority ordering the transfer certifies in the order that the employee is likely to return to duty to the same station on expiry of such transfer. The house rent support may also be drawn during leave preparatory to retirement.

30. **Honorarium.**—(1) The competent authority may grant an honorarium to an employee for work performed which is occasional in character and either so laborious or of such special merit as to justify a special reward. The work should be undertaken with the prior consent of the competent authority and the amount should, where possible, be settled in advance.

(2) The competent authority may, on a casual or intermittent basis, and under such conditions as it may prescribe, allow any of the employees, in individual cases or class of cases, to accept from a Government department or a semi-Government organisation or any other organisation sponsored by the Government a fee for work done or service rendered by him to such department or organisation.



31. **Overtime allowance.**—Overtime allowance for extra hours of work shall be allowed by the controlling officer at such rates as may be prescribed by the Government to the employees when required to work beyond the normal working hours in operation, maintenance and repairing of power plants, transmission and distribution lines, sub-stations and their allied installations as well as other works connected with them. The total overtime working hours shall not exceed eight hours in a week; this limit may be relaxed in case of emergency with the consent of concerned Member of the Board.

32. **Shift duty allowance.**—The employees, when required to work regularly on rotating shift, shall be allowed shift duty allowance at such rates as may be prescribed by the Government.

## CHAPTER VII

### COMBINATION OF APPOINTMENT

33. **Additional allowance for combination of appointment.**—When an employee is assigned to perform duties of another post, in addition to his own duties, he may be allowed additional allowance on the following terms and conditions, namely:—

- (a) there shall be a formal order of the competent authority for holding the additional post;
- (b) no additional allowance shall be allowed for holding an inferior post;
- (c) no additional allowance shall be allowed when the period of dual charge is less than 3 weeks;
- (d) for holding additional charge of another post the employee shall draw the pay of his own post plus an additional 20% of his pay as charge allowance subject to a maximum of Taka 200·00 per month;
- (e) an employee may be allowed by his appointing authority to hold current charge of an additional post for a period not exceeding one month. If for exigencies, such period is required to be extended, prior approval of the Board shall be obtained. But the period of holding current charge by an employee shall, in no case exceed three months.

## CHAPTER VIII

### JOINING TIME

34. **Joining time.**—Joining time may be granted to an employee to enable him—

- (a) to join a new post to which he is appointed on transfer or on promotion while on duty in his old post ; or
- (b) to join a new post on return from leave, other than extraordinary leave without pay.

35. **Pay during joining time.**—(1) Joining time shall be regarded as on duty, during joining time under rule 34 an employee shall be entitled to the pay of his old post.

(2) An employee who does not join his post within his joining time shall not be entitled to any pay or leave salary on the expiry of joining time. Unauthorised absence from duty shall be treated as misconduct under Chapter XVII of these rules.

36. **Period of joining time.**—(1) The joining time admissible to an employee whose transfer does not involve a change of residence from one station to another is one day only, a holiday counting as a day for this purpose, provided if there be more than one holiday he should join immediately after the holidays.

(2) In the case of transfer involving a change of residence from one station to another, a period of six days shall be allowed for preparation and another period, subject to a maximum of four days, shall be allowed to cover the actual journey calculated as under :—

- |                                                                      |    |                                                                                     |
|----------------------------------------------------------------------|----|-------------------------------------------------------------------------------------|
| (a) journey by rail                                                  | .. | one day for each 250 miles or any longer time actually occupied in the journey ;    |
| (b) journey by river or coastal steamer.                             |    | one day for each 50 miles or any longer time actually occupied in the journey ;     |
| (c) journey by air                                                   | .. | actual time in transit ;                                                            |
| (d) journey by motor car or other conveyance plying for public hire. |    | one day for each 80 miles or any longer time actually occupied in the journey ; and |
| (e) journey by other means                                           | .. | one day for each 15 miles.                                                          |

(3) Travel by road not exceeding 5 miles to or from a railway or steamer station at the beginning of the journey shall not count for joining time.

(4) Sunday or holiday shall not count as a day for the purpose of calculation of the joining time under sub-rule (2).

(5) The competent authority may, in the exigency of service, curtail, or in any special case, extend the period of joining time admissible under this rule.

(6) By whatever route an employee actually travels, his joining time shall, unless the competent authority for special reasons orders otherwise, be calculated with reference to the shortest route which travellers commonly use.

37. **Leave in transit.**—If an employee takes leave while in transit from one post to another, the period which has elapsed since he handed over charge of his old post shall be included in his leave, unless the leave is taken on medical certificate. In the latter case, he may be allowed joining time in addition to leave.

*Note.*—For the purpose of joining time the competent authority means the transferring authority.

## CHAPTER IX

## LEAVE

38. **Kinds of leave.**—(1) The following kinds of leave shall be admissible to an employee, namely :—

- (a) leave on average pay ;
- (b) leave on half-average pay ;
- (c) extraordinary leave without pay ;
- (d) special disability leave ;
- (e) quarantine leave ;
- (f) maternity leave ; and
- (g) study leave.

(2) Leave other than special disability leave and study leave admissible under these rules may be granted to an employee by the competent authority and may be allowed in combination with Sundays and holidays.

*Note.*—The competent authority in this sub-rule, for the purpose of granting leave, shall be as follows, namely :—

- (a) in respect of all Class III and Class IV employees. Head of office concerned in the rank of XEN and above ;
- (b) in respect of all Class II officers and Class I officers in the rank of Assistant Engineer. Superintending Engineer or Manager or Director concerned ;
- (c) in respect of Class I officers in the rank of XEN or Deputy Director and other officers of equal rank. Chief Engineer or Manager concerned ; and
- (d) in respect of Superintending Engineers or Directors and officers of higher rank. The Board.

39. **Leave on average pay.**—(1) Every regular employee shall earn leave on average pay at the rate of one-eleventh of the period spent on duty. The amount of leave on average pay that may be taken at one time shall not exceed four months. This limit may be raised to six months when the leave is taken for the purpose of pilgrimage or education or rest and recreation outside Bangladesh or in the case of leave preparatory to retirement and to twelve months when the leave is taken on medical ground.

(2) The casual employees shall earn leave on average pay at the rate of one-twenty second of the period spent on duty and the maximum that may be accumulated shall be one month and a half which such an employee may be allowed to enjoy at a time.

(3) A regular employee, if denied for the exigency of work to avail the leave he applied for which he earned, may be allowed to draw leave salary in exchange of the leave not exceeding one month in two years in addition to his usual monthly salary for the period of leave. The period for which such leave salary is paid shall be debited to his leave account as leave availed.

40. Leave on half-average pay.—(1) Every regular employee shall earn leave on half-average pay at the rate of one-twelfth of the period spent on duty at accumulation of such leave shall be without limit.

(2) The casual employees may be allowed leave on half-average pay at the rate of 15 days for each completed year of service, the limit of accumulation of such leave shall be 45 days.

(3) Leave on half-average pay may, on production of medical certificate, be converted to leave on average pay at the rate of one day of leave on average pay for two days of leave on half-average pay upto a maximum of twelve months on average pay.

41. Leave of a casual employee.—A casual employee on being appointed to a regular post in continuation of previous service in a casual post shall be permitted to carry over any balance of his accumulated leave.

42. Leave of a re-employed Government servant.—A Government servant re-employed after retirement shall, for the purpose of leave, be treated as temporary employee and his leave shall be regulated in accordance with rules and orders made by the Government.

43. Granting of leave not due.—Except in the case of leave preparatory to retirement, leave not due may be granted to a regular employee on half average pay upto a maximum of twelve months during whole service period if it is on medical certificate, on condition that such leave shall be accounted for in the account of his leave on half-average pay which may accumulate subsequently in terms of sub-rule (1) of rule 40.

44. Extraordinary leave.—(1) Extraordinary leave for which no leave salary is admissible may be granted to an employee when no other leave is admissible or other leave is admissible but the employee applies in writing for the grant of extraordinary leave.

(2) Extraordinary leave may be granted upto a maximum of one year to regular employee and upto a maximum of six months to a casual employee on any one occasion. In case of illness, the production of medical certificate or the recommendation of Medical Board, constituted under rule 46, shall be necessary. The Board may under special circumstances extend the extraordinary leave beyond the abovementioned limits.

*Note.*—No leave can be claimed as a matter of right. In the interest of the work of the Board leave applied for may be refused.

45. Special disability leave.—(1) Special disability leave may be granted to an employee who is temporarily disabled by injury inflicted or caused or in consequence of, the due performance of his official duty, or in consequence of his official position.

(2) Such leave shall not be granted unless the disability manifested itself within three months of the occurrence to which it is attributed, and the person disabled acted with due promptitude in bringing it to notice:

Provided that if the competent authority is satisfied as to the cause of the temporary disability, such leave may be granted in cases where the temporary disability manifested itself more than three months after the occurrence of its cause.

(3) The period of leave granted shall be such as is certified by a Medical Board to be necessary. It shall not be extended except on the certificate of a Medical Board, and shall in no case exceed twenty-four months.

(4) Such leave may be combined with any other kind of leave.

(5) Such leave may be granted more than once if the temporary disability is aggravated or reproduced in similar circumstances at a later date but not more than twenty-four months of such leave shall be granted in consequence of any one disability.

(6) Such leave shall be counted as duty for gratuity only but shall not be debited against the leave account.

(7) Leave salary during such leave shall be equal to—

- (a) average pay, for the first four months of any period of such leave including a period of such leave granted under sub-rule (5); and
- (b) half-average pay, for the remaining period of any such leave.

(8) Application of this rule may be extended to an employee who is temporarily disabled by injury accidentally incurred in, or in consequence of, the due performance of his official duties or in consequence of his official position, or by illness incurred in the performance of any particular duty which has the effect of increasing his illness or injury beyond the ordinary risk attaching to the post which he holds.

46. **Medical Board.**—A Medical Board for making recommendation to grant extraordinary leave and special disability leave shall be constituted by the competent authority as under:—

- (a) for Class I and Class II employees, such Board shall comprise of at least two medical practitioners of minimum status of a Civil Surgeon. The Chairman of such Board shall not be below the status of Professor of a Medical College;
- (b) for Class III employees, such Board shall comprise of at least two medical practitioners. The Chairman of such Board shall not be below the status of a Civil Surgeon; and
- (c) for Class IV employees, such Board shall comprise of at least two medical practitioners. The Chairman of such Board shall not be below the rank of an Assistant Surgeon.

47. **Quarantine leave.**—Quarantine leave is the leave of absence from duty necessitated by the order not to attend office in consequence of the presence of infectious diseases in the family or household of an employee. Such leave may

be granted by the Head of the office on the certificate of a Medical or Public Health Officer for a period not exceeding 21 days or, in exceptional circumstances, 30 days. Any leave necessary for quarantine purposes in excess of this period shall be treated as ordinary leave. Quarantine leave may also be granted where necessary, in continuation of other leave subject to the maximum amount of leave admissible under this rule. An employee on quarantine leave is not treated as absent from duty and his pay is not intermitted.

*Notes.*—This rule shall not apply where an employee himself is infected by infectious disease.

48. **Maternity leave.**—(1) Maternity leave on full pay at the rate she was drawing at the time of taking leave may be granted by the competent authority to a female employee for a period which may extend upto the end of three months from the date of its commencement or to the end of six weeks from the date of confinement, whichever is earlier. Such leave shall not be debited against the leave on average pay or half-average pay.

(2) Leave admissible under rule 39 or 40 may be granted in continuation of maternity leave if the request for such leave is supported by a medical certificate.

49. **Leave preparatory to retirement.**—An employee who is required to retire from service on completion of fifty-seventh year of age or due to optional retirement as provided in sub-rule (2) of rule 149 shall be entitled to leave for six months on full pay and six months on half-average pay, if sufficient leave is available at his credit, and the period of such leave may extend beyond the date of his retirement but not beyond fifty-eight year of age, if he proceeds on such leave one day before the date of his retirement. His final retirement from service shall take effect on the expiry of the leave. The period of leave preparatory to retirement shall be counted towards service benefits for all purposes.

50. **Study leave.**—(1) Study leave on half-average pay, not debitable to leave account, for a period not exceeding twelve months may, in special cases, be granted by the Board to a regular employee to enable him to study scientific, technical or similar problems or to undergo special courses of instruction considered useful for his services under the Board.

(2) The grant of study leave is not intended to meet the cost of an employee deputed to other countries at the instance of the Board, either for the performance of special duties imposed on him or for the investigation of specific problems connected with his technical duties. Such case shall be treated as his normal duties.

(3) When an employee has been granted a definite period of study leave and finds subsequently that his course of study and examination will fall short of the sanctioned period of leave, the Board may, in such special case, grant him extension of the study leave for a period not exceeding one year to cover up the shortfall.

(4) Study leave may be granted in combination with leave on full or average or half-average pay or with the extraordinary leave without pay, but in no case the total leave so granted should exceed two years at a time.

*Notes.*—(1) At the time of applying for study leave, the employee must submit in detail the course and period of study he is going to undertake.

(2) On return to duty after completion of the course of study, the employee must submit a certificate from the Institute concerned indicating the result of the course of study.

51. Leave procedure.—(1) The leave account of Class I and Class II employees shall be maintained in Form No. 5, in duplicate, one in the Controlling Head Office concerned and the other in the Directorate of Accounts.

(2) The leave account of Class III and Class IV employees shall be maintained in the Form specified in sub-rule (1) by the Head of Office concerned.

(3) All application for leave shall be in Form No. 6.

(4) Leave may be sanctioned by the authority mentioned in sub-rule (2) of rule 38 on the recommendation of the officer under whom the employee, applying for leave, works. An officer not below the rank of Section Officer, Assistant Engineer or Accounts Officer may, in special circumstances, allow an employee working under him to proceed on leave, pending approval and formal sanction of the leave by the competent authority. The officer concerned shall satisfy himself that the leave applied for is admissible.

(5) Leave at the credit of an employee shall lapse on the date of retirement provided he applied for the leave preparatory to retirement at least one month before the date of retirement. In such case the employee may be granted the leave preparatory to retirement up to the maximum limit of six months on average pay and another six months on half-average pay, if due, subject to the following conditions, namely :—

- (a) the employee shall proceed on leave preparatory to retirement at least one day before the date of retirement; and
- (b) the leave preparatory to retirement shall not exceed the date of attaining the age of 58 years in any case.

52. Leave salary.—(1) During leave on average pay, an employee shall be entitled to leave salary at a rate equal to the pay last drawn by him before commencement of such leave.

(2) During leave on half-average pay, an employee shall be entitled to leave salary at a rate of half of the pay last drawn by him before commencement of such leave.

53. Combination of and recalling from leave.—(1) Subject to the provisions of rules 39, 40 and 44, leave on average pay and on half-average pay and extraordinary leave without pay may be taken in combination.

(2) An employee on leave may be recalled to duty before expiry of the leave and, if recalled, he shall be treated on duty from the date on which he starts for the station for which he is ordered to return and shall be entitled to travelling allowance for the journey he takes in this behalf.

## CHAPTER X

## TRAVELLING ALLOWANCE

54. **Grades of employees.**—(1) For the purpose of calculating travelling allowance, the employees shall be divided into following four grades, namely :—

- (a) the first grade shall include all Class 1-officers and other officers who are in receipt of pay of not less than Taka 750 per month. All officers of the Government who before their transfer to the Board where in the first grade for the purpose of travelling allowance shall continue to remain in the same grade ;
- (b) the second grade shall include all employees who are in receipt of pay of Taka 470 or more but less than Taka 750 per month.;
- (c) the third grade shall include all employees other than those included in first grade or second grade or fourth grade ; and
- (d) the fourth grade shall include all employees holding the posts in Class IV.

*Note.*—No revision of claims of travelling allowance shall be permissible in case where an employee is promoted or reverted or is granted an increment rate of pay with retrospective effect in respect of the period intervening between the date of promotion or reversion or grant of increased rate of pay and that on which it is notified, unless it is clear that there has been actual change of duties. In the case of all bills audited before such notification appears, the audit officer should be guided by the facts known to him officially at the time of audit but in case of travelling allowance bills not presented or audited before the promotion is notified there is no objection to the audit officer recognising the retrospective effect of the notification.

(2) An employee in transit from one post to another shall be reckoned as belonging to the grade to which the lower of the two posts would entitle him.

55. **Kinds of travelling allowance.**—The following are different kinds of travelling allowance which may be drawn in different circumstances, namely :—

- (a) conveyance allowance ;
- (b) mileage allowance ;
- (c) daily allowance ; and
- (d) the actual cost of travelling.

56. **Conveyance allowance.**—The Board may grant, on such condition as it thinks fit, monthly conveyance allowance to any employee or class of employees who are required to travel extensively at or within a short distance from his headquarters under conditions which do not render him eligible for daily allowance.

57. **Mileage allowance.**—The mileage allowance shall be admissible to an employee for the road journey by the shortest route provided there is no railway service or any other suitable transport service.



58. Travelling by railway or watercraft.—(1) When by railway or watercraft,—

- (a) the first grade officers, drawing pay Taka 1,850 or more per month shall be allowed to travel in the airconditioned class ;
- (b) the first grade officers drawing pay below Taka 1,850 and the second grade employees drawing pay Taka 750 or more per month shall be allowed to travel in the first class ;
- (c) the second grade employees drawing pay below Taka 750 per month and all third grade employees shall be allowed to travel in the second class : and
- (d) the fourth grade employees shall be allowed to travel in the third class.

(2) Except in cases of journey on transfer and journey by road on tour, one daily allowance, in addition to the actual fare, shall be admissible for each day or part of a day of the journey for incidental expenses.

59. Point of travel, etc.—(1) The point in any station at which a journey is held to commence or end is the principal post office of the station or such other point as may be fixed for the purpose by the competent authority. But journey on transfer begins and ends at the actual residence of the employee concerned.

(2) An employee is required to travel by the class of accommodation for which travelling allowance is admissible to him. If an employee travels in a lower class of accommodation he shall be entitled to the fares of the class of accommodation actually used.

(3) If an employee of the second or third grade actually travels by rail or watercraft which does not provide the class of accommodation to which he is entitled he may be allowed to draw fare of the next higher class provided the controlling officer certifies that the said travel was necessary in the interest of the Board.

60. Mileage allowance for journey by road.—For the purpose of these rules, journey by road means travelling by means other than by railway, watercraft or air and for that journey the mileage allowance shall be admissible at the following rates :—

Grade of employees.	Rates admissible per mile.
First grade .. .. .	Taka 1·00
Second grade .. .. .	Taka 0·80
Third grade .. .. .	Taka 0·60
Fourth grade .. .. .	Taka 0·40

*Note.*—In the district of Chittagong Hill Tracts, the mileage allowance shall be admissible at double the ordinary rate.

61. Journey by air.—(1) Officers in the rank of Executive Engineer and equivalent ranks and above shall normally travel by air in tourist class, but they may, in their discretion, use any mode of travel in the interest of work.

(2) In special case, any employee may be allowed by the controlling officer to travel by air.

62. Allowance while travelling by air.—An employee, authorised to travel by air, while on tour shall be entitled to one air fare or the actual cost of the return air tickets, if such tickets are available, plus one daily allowance at the rate allowable for other than expensive localities for incidental expenses.

*Notes.*—(1) An employee, authorised to travel by air, while travelling by air on duty may be insured for each flight at the Board's expenses. He may insure himself for a sum not exceeding 30 times his monthly pay with a reputable Insurance Company and may recover the premium paid on that account along with the travelling allowance on production of necessary vouchers.

(2) In cases in which reservation of seats for journeys on tour or on transfer by employees has to be cancelled due to an eleventh hour change in the programme or transfer order, the reservation fee and any deduction from refund of cost of ticket returned may be reimbursed by the Board provided the controlling officer records a certificate to the effect:—

(a) that the tour had to be cancelled or, as the case may be, modified at a very short notice for reasons to be stated; and

(b) that earlier cancellation of reservation of seat was not possible for reasons to be stated.

(3) The daily allowance referred to in sub-rule (2) of rule 58 and in rule 62 is not a true daily allowance but is in lieu of incidental expenses for the journeys. The true daily allowance is dealt with in rule 63, since the nature of the two allowances are quite different, the drawal of one shall not be made in any way contingent upon the other or, in other words, the drawal of one shall not preclude the drawal of other, provided the other provisions of these rules concerning distance travelled from headquarters and similar other provisions are complied with.

63. Daily allowance.—(1) A daily allowance is a uniform allowance for each day of absence from the headquarters which is intended to cover the ordinary daily charges incurred by an employee in consequence of such absence, and unless, in any case, otherwise expressly provided in these rules, such allowance may be drawn on tour.

(2) The daily allowance shall be admissible on the following scales, namely:—

For expensive localities, that is to say for Dacca, Narayanganj, Khulna, Chittagong and Rajshahi.	For other localities.
---------------------------------------------------------------------------------------------------	-----------------------

(a) Employees of the first grade—

(i) drawing pay upto Taka Taka 28·00 per day Taka 21·00 per day  
750 per month.

(ii) drawing pay from Taka 751 to Taka 1000 per month.	Taka 32·00 per day	Taka 24·00 per day
(iii) drawing pay above Taka 1000 per month.	Taka 32·00 per day for first Taka 1000 of pay <i>plus</i> Taka 4·50 for every additional Taka 500 or fraction thereof.	Taka 24·00 per day for first Taka 1000 of pay <i>plus</i> Taka 3·25 for every additional Taka 500 or fraction thereof.
(b) employees of the second grade	60 paisa for every Taka 12·50 of pay or fraction thereof, subject to the minimum of Taka 20 and maximum of Taka 28 per day.	45 paisa for every Taka 12·50 of pay or fraction thereof, subject to the maximum of Taka 21 per day.
(c) employees of the third grade	60 paisa for every Taka 12·50 of pay or fraction thereof subject to a minimum of Taka 12 and maximum of Taka 20 per day.	45 paisa for every Taka 12·50 of pay or fraction thereof, subject to minimum of Taka 9 and maximum of Taka 15 per day.
(d) employees of the fourth grade.	Taka 10·00 per day	Taka 7·50 per day.

(3) Notwithstanding anything contained in sub-rule (2), the daily allowance for the district of Chittagong Hill Tracts shall be admissible at twice the rate prescribed for areas of other expensive localities.

(4) When an employee is required by the order of the controlling authority to travel by special means of conveyance, he may draw the actual cost of travelling and the daily allowance admissible under this rule.

(5) The daily allowance may be drawn during absence from headquarters on tour and on a day or days on which an employee reached a point outside a radius of ten miles from his headquarters or for the return journey to his headquarters from a similar point, subject to the conditions that—

- (a) no daily allowance shall be admissible for an absence below 4 hours;
- (b) half daily allowance shall be admissible for an absence of 4 to 8 hours;
- and
- (c) full daily allowance shall be admissible for absence exceeding 8 hours.

*Notes*,—(1) The daily allowance may be drawn during a halt on tour and also on Sunday and holiday occurring during a tour but shall not be admissible during casual leave.

(2) An employee, when on tour, is absent from his headquarters and is on duty beyond his headquarters.

(3) The competent authority may define the limits of the headquarters of an employee.

## (6) An employee,—

- (a) if performs road journey as well as journey by air, rail or watercraft in any one calendar day, may draw road mileage in addition to actual fare admissible for journey by air, rail or watercraft and only one incidental daily allowance; and
- (b) while on tour in any one calendar day on which no journey by air, rail or watercraft is performed, may draw either daily allowance or road mileage.

(7) The Board may, by general or special order, permit any employee or class of employees to draw the actual cost of hiring a conveyance for journey.

64. Journey on transfer.—The travelling allowance shall be drawn by an employee on transfer from one station to another provided he is transferred for the interest of the Board. A transfer at his own request should not be treated as a transfer for the interest of the Board.

65. Concessions for a journey on transfer.—(1) Unless, in any case, otherwise expressly provided in these rules, an employee shall be entitled for a journey on transfer to the following concessions, namely :—

- (a) in the case of journey by rail or watercraft, an employee may draw—
- (i) two additional fares of the class of accommodation to which his grade entitles him;
  - (ii) one full and one half fare respectively for each adult and minor member of his family who accompany him and for whom such fares are actually paid;
  - (iii) the actual cost of carriage, by goods train, steamer or other craft of personal effects, up to the following maximum, namely :—

Grade of employees,	(Maunds)	
	If not possessing a family.	If possessing a family.
First .. ..	40	88
Second .. ..	20	50
Third .. ..	12	30
Fourth .. ..	10	25

Note.—An employee, who carries his personal effects by passenger train or who carries them by road between stations connected by rail, may draw, in the case of the former, the actual cost of carriage up to a limit of the amount which would have been admissible had he taken the maximum number of maunds by goods train, and, in case of latter, actual expenses upto the limit of the amount which would have been admissible had he taken the same quantity by goods train or for valid reasons and under the orders of the Head of office upto the limit of the amount which would have been admissible, if the maximum number of maunds had been transported by goods train; and

(iv) if he possesses a transport of his own, the actual cost of transporting, at his risk, by rail or steamer on the following scales :—

Grade of the employee.	Scale allowed.
First	One motor car or motor cycle ;
Second	One motor car or motor cycle ;
Third	One motor cycle or ordinary cycle ;
Fourth	One ordinary cycle.

*Note.*—In the case of transportation of transport by steamer, the actual cost of transportation may include the freight, river dues, loading and unloading charges if compulsorily payable to the steamer company;

(b) in the case of journey by air, an employee authorised to travel by air, on transfer, under rule 61, shall be entitled to draw the travelling allowance which would have been admissible had the journey or journeys been performed by rail and or watercraft and, in addition, the difference between rail and or watercraft fares of the class to which he is actually entitled and the air passage fares actually paid for himself and the members of his family. A person not so authorised to travel, who performs a journey or journeys by air, on transfer, may draw only the travelling allowance to which he would be entitled if he had travelled by rail or steamer ; or by both ;

(c) in the case of journey by road, an employee may draw—

- (i) mileage allowance, at twice the rate applicable to him under rule 60, for self and one additional mileage allowance if two members of his family accompany him, and at twice the rate if more than two members of his family accompany him, and
- (ii) for the transportation of personal effects within the prescribed limit, mileage allowance at the rate of 15 paisa per maund per mile.

(2) The packing and creating charges for transportation of personal effects shall be allowed at the following lump sum rates, if not transshipment is involved, namely :—

1st grade employee	Taka 250
Second grade employee	Taka 150
Third grade employee	Taka 75
Fourth grade employee	Taka 25

(3) The packing cost of personal effects at the rate of Taka 6 per maund up to permissible limit or actual maundage transported, whichever is less, may be allowed, if transshipment enroute is involved.

*Note.*—Transshipment enroute means transshipment from one mode of public conveyance to another at an intermediate stage or at intermediate stage of the route and does not mean the inevitable changes at the starting and terminal points of the route

(4) A member of an employee's family who follows him within six months from the date of his handing over charges at his old station or precedes him by not more than one month, may be treated as accompanying him.

(5) If the family of an employee, in consequence of his transfer, travels to a station other than the new headquarters, travelling allowance for the journey of the family may be drawn subject to the condition that it does not exceed the travelling allowance that would have been admissible if the family had proceeded to the new headquarters station.

*Note.*—The family of an employee for the purpose of journey on transfer shall mean and include only the wife, children and step-children provided they are residing with him and wholly dependent upon him.

66. Circumstances when there shall be travelling allowance and circumstances when there shall be no such allowance.—(1) When, on return from leave other than leave on average pay exceeding four months, an employee is posted to a station other than that at which he was stationed when he went on such leave, he shall not be entitled to travelling allowance.

(2) An employee shall be entitled to draw travelling allowance for the journey to and from the place at which he appears in a compulsory departmental examination:

Provided that the travelling allowance shall not be drawn under this sub-rule more than twice for any particular examination.

*Note.*—On the first occasion of his appearance in the examination, the travelling allowance as on tour should be allowed. A candidate who appears in the examination on a second occasion, if he has failed once, should be granted travelling allowance only if he passes.

(3) Unless otherwise ordered or recalled from leave by the competent authority, an employee shall not be entitled to any travelling allowance for a journey made during leave or while proceeding on or returning from leave.

(4) An employee who is summoned to give evidence in a criminal case, a case before a court martial, a civil case or a departmental enquiry held by a properly constituted authority to which the Board is a party may draw such travelling allowance as may be admissible for a journey on tour provided he has not received any payment for the same from any other source.

(5) When the journey on tour or transfer is made by any transport provided by the Board or Government free of any charge the employee shall be entitled to draw full or half daily allowance of his grade for any day in which he is absent from his headquarters for more than eight or four consecutive hours respectively and, if any part of the journey, is made by other means of transport, he may, at his option, draw, in lieu of daily allowance, the mileage allowance admissible for that part.

(6) The travelling allowance of the employees deputed to places outside Bangladesh on official business and of the trainees proceeding abroad shall be regulated in accordance with the provisions contained in Appendices II and III, respectively.

(7) The driver of a motor vehicle when making a journey on tour by road on the vehicle in his charge may draw full or half daily allowance of his grade for any day on which he is absent from headquarters for more than eight or four consecutive hours respectively, and, if any part of the journey is made by other means of transport, he may, at his option, draw, in lieu of daily allowance, the mileage allowance admissible for that part.

67. Competent authority, etc.—(1) For the purpose of rules under this chapter the authority exercising the powers of a competent authority, Head of Office and controlling officer shall those specified, respectively, in Appendices IV, V and VI. No bill relating to travelling allowance shall be paid unless it is signed or countersigned by the controlling officer of the employee who presents it.

(2) It is the duty of a controlling officer, before signing or countersigning travelling allowance bill—

- (a) to scrutinise the necessity, frequency and duration of journey and halts for which travelling allowance is claimed and to disallow the whole or any part of the travelling allowance claimed for any journey or halt, if he considers that a journey was unnecessary or unduly protracted or that a halt was of excessive duration;
- (b) to scrutinise carefully the distance entered in travelling allowance bills;
- (c) to satisfy himself that mileage allowance for journeys by railways or watercrafts has been claimed at the rate applicable to the class of accommodation actually used and that, where the actual cost of transporting personal effects is claimed under these rules, the scale on which such effects transported is reasonable and to disallow any claim which, in his opinion, does not fulfil that condition; and
- (d) to observe any subsidiary rules or orders which a competent authority may make for his guidance.

*Note.*—Travelling allowances are granted to meet expenditure of a particular type and should not, on the whole be source of profit to the recipients. The controlling officers should specially keep this principle in view while countersigning the travelling allowance bills.

68. Advance.—Advances may be granted to all grades of employees when proceeding on tours or on official duty, of an amount sufficient to cover their personal travelling and incidental expenses, subject to adjustment on travelling allowance bills after completion of tour.

*Note.*—Advance under this rule may be granted by the controlling officer who may exercise the power for sanctioning advance for himself as well. A second advance shall not be made until the travelling allowance bill for the first advance has been submitted adjustment.

## CHAPTER XI

### MEDICAL FACILITY

69. Reimbursement of cost of medical treatment.—The regular employees shall be allowed reimbursement of the cost of medical treatment for themselves and for members of their family, subject to the maximum of 10% of their pay for the current financial year.

*Note.*—The cost of medical treatment shall mean the amount actually paid for medical attendance and treatment and shall include the cost of surgical operation.

70. **Free treatment by medical officers employed by the Board.**—The medical officers employed by the Board shall not charge any fee for attendance and treatment of the employees and members of their family.

71. **Treatment in hospital.**—(1) For indoor treatment in hospital, if required in the opinion of the authorised medical attendant, the bed or cabin charges and other charges made by the hospital authority, excluding food or diet charges, may be admissible for reimbursement beyond the limit specified in rule 69. If no charge for food or diet is given separately, 10% for the same shall be deducted from the bed or cabin charge.

*Note.*—Accommodation for indoor treatment in hospital shall be admissible as follows, namely:

- (a) class I and class II officers in cabin;
- (b) class III employees in paying ward; and
- (c) class IV employees in general ward.

(2) For treatment in the hospital of the Board no charge shall be made except the cost of medicine and other consumable items which shall be charged for and reimbursed. The charges for food or diet shall not be reimburseable.

72. **Reimbursement of charges for maternity confinement.**—The charges for maternity confinement, in case of a female employee or wife of any employee, shall be reimbursed as follows, namely:—

- (a) the actual charges paid as fees for doctor, midwife and nurse and the cost of medicine not exceeding Taka 500.00 in each case for Class I and Class II officers, Taka 250 for Class III employees, Taka 150.00 for Class IV employees;
- (b) this shall be admissible for the first and second issues only and shall be in addition to the reimbursement admissible under rule 69.

73. **Medical facility during leave, etc.**—The medical facility specified in these rules shall also be admissible during leave and stay on duty abroad.

74. **Reimbursement in case of accident.**—Reimbursement of the cost of medical treatment shall be allowed to an employee if he meets with an accident while on duty and such reimbursement shall be outside the limit specified in rule 69.

75. **Bill for reimbursement.**—(1) The bills for reimbursement of the cost of medical treatment shall be admissible if submitted within three months from the date of actual expenditure incurred by the employee.

(2) The bills for reimbursement of the cost of medical treatment shall be prepared in Form No. 7 with supporting vouchers duly signed by the employee and medical officer and submitted to the controlling officer for countersignature and approval.

*Note.*—The officers declared to be the controlling officers for the purpose of rules under chapter X shall also be the controlling officers for the purpose of rules under this chapter.



## CHAPTER XII

## RESIDENTIAL ACCOMMODATION AND HOUSE RENT SUPPORT

76. Allotment of residential accommodation and recovery of rent and charges therefor.—(1) A building owned or leased by the Board or a portion thereof may be allotted by the competent authority as residence to an employee.

(2) The following rent and other charges shall be recoverable from an employee in occupation or in possession of a building or portion thereof owned or leased by the Board, namely:—

- (a) rent at the rate prescribed in rule 79;
- (b) municipal and other rate and taxes payable in respect of the residence, not being in the nature of house or property tax;
- (c) meter hire, when charges separately, and the cost of water and gas consumed and other charges, if any determined by the competent authority; and
- (d) if the residence is supplied with furniture, tennis court or garden, maintained at the cost of the Board, the charges for them, if any, determined by the competent authority.

77. Exemption from charges etc.—An employee may, with the specific sanction of the Board in each case, be exempted wholly or in part from any or all of the liabilities enumerated in rule 76 when he was not actually occupying the residence.

78. Free accommodation.—An employee may get free accommodation by specific order of the Board in the following circumstances, namely:—

- (a) when he is provided with accommodation within close proximity to a vital installation where he is required to live on 24 hours basis; and
- (b) when he is provided with accommodation to stay at site of the project, under construction.

79. Rent.—An employee who is provided with residential accommodation by the Board shall pay, by deduction from pay bills, monthly rent at the rates shown below:—

- |                                                                                |             |
|--------------------------------------------------------------------------------|-------------|
| (a) officer                                                                    | 7½% of pay; |
| (b) employees on new scales of Taka 225—315,<br>Taka 240—345 and Taka 250—362. | Nil         |
| (c) other employees including those on new<br>scale of Taka 470—1135.          | 5% of pay.  |

Provided that an existing employee who, under the existing rules in force is entitled to rent-free accommodation shall not be required to pay rent on account of the residential accommodation provided by the Board, but future appointees to the post held by such an employee shall be required to pay rent for the residential accommodation provided to him.

If both the husband and wife are persons, the service of the Republic of any public body or organisation including the Board and are posted at the same station, and residential accommodation is provided to one of them, the rent shall be recovered from the pay bill of the spouse in whose name the residence is allotted and the other spouse shall neither be entitled to residential accommodation nor the house rent allowance under rule 86, unless the husband and wife live separately.

*Explanation.*—Allotment of a single seat or single room in a mess, hostel, rest house or in improvised accommodation at or near the place of work given by the Board in the interest of public service (such as accommodation in gang, huts, godowns, wagons, bunks on board or steamer or launch) shall not be treated as provision of accommodation by the employee for the purpose of this rule in such cases, the person concerned shall be entitled to receive house rent allowance under rule 86 and shall pay rent and other charges, if any, levied for the single seat or single room or for the improvised accommodation.

80. **Standard of accommodation.**—The standard of accommodation to each class of employees shall be prescribed by the Board from time to time.

81. **Liability for rent, et., during absence of the employee.**—An employee who is in occupation or possession of building or part thereof shall continue to be liable for rent and other charges payable under rule 76 while he is absent on tour or on leave, unless he vacates and makes over possession of such building.

82. **Storage of furniture, etc., free of rent during absence of the employee.**—An employee may be permitted by the allotting authority to store his furniture and other belongings during his absence, at his own risk, free of rent, in one room of the residence occupied by him prior to such absence provided the new allottee occupying the residence during his absence agrees to such arrangement.

83. **Assessment of rates and taxes where the same building is used as office-cum-residence.**—Where a building is used partly as a residence and partly as an office or the like, if the residential portion is not separately assessed to rates and taxes, not being in the nature of house or property tax, the total of such rates in respect of the building shall be apportioned between the residential and other portions by the allotting authority.

84. **Vacation of accommodation by an employee on transfer, etc.**—An employee in occupation of a residence of the Board shall vacate the residence within two months of his transfer or termination of service or retirement, except in special circumstances when the competent authority may allow him extension of time, not exceeding six months, to vacate the residence.

85. **Hired accommodation.**—(1) In special case, subject to the availability of fund, the Board may provide accommodation to its employees in houses obtained on lease at the following ceiling, namely:—

For employees drawing basic pay.	Maximum rent	
	In towns of Dacca, Narayanganj, Chittagong, Khulna and Rajshahi.	At other places.
Taka	Taka	Taka
3,000	2,500	2,000
2,850	2,000	1,600
Between 2,001 and 2,849	1,500	1,200
Between 1,501 and 2,000	1,200	1,000
Between 1,200 and 1,500	900	720
Between 901 and 1,199	550	450
Between 650 and 900	375	300

*Note.*—The employees provided with accommodation under this shall be liable to pay the rent and other charges under rules 76 and 79.

(2) Houses shall be hired in the name of the organisation concerned, and in no case the rent shall be paid in cash or by cheque to the employee concerned.

(3) Where residential accommodation is provided to an employee (irrespective of whether it is hired or owned by an organisation) it shall be unfurnished and no furniture, curtain, etc., shall be supplied. The owner shall pay municipal taxes and other taxes. The occupant shall pay charges for gas, electricity and water. No Chowkider, Mali, Cook, etc., shall be provided by the organisation at the residence of any employee.

86. **House rent allowance.**—(1) Employees who are eligible for residential accommodation but have not been provided with such accommodation and the employees who are not eligible for residential accommodation will be paid house rent allowance at the following rates per month, namely:—

For employees drawing basic pay.	For employees posted to offices in the towns of Dacca, Narayanganj, Khulna, Chittagong and Rajshahi.	For other areas.
Upto Tk. 1000	35% of basic pay subject to a minimum of Tk. 90.	30% of basic pay subject to a minimum of Tk.80.
Tk. 1001—2000	30% of basic pay subject to a minimum of Tk. 350.	25% of basic pay subject to a minimum of Tk. 300.
Over Tk. 2000	25% of basic pay subject to a minimum of Tk. 600.	20% of basic pay subject to a minimum of Tk. 500.

(2) A person who is provided with residential accommodation by the Board shall not be entitled to house rent allowance under this rule.

87. **Electricity charges.**—(1) An employee shall pay electricity charges for his domestic consumption only for his residence at 50% concession rate of the normal charge provided he himself is the consumer to a limit of 350 units consumption per month.

(2) The Board may, by specific order, allow the employees of the Power Stations and other vital installations free electricity consumption in their residences provided by the Board.

### CHAPTER XIII

#### CONTRIBUTORY PROVIDENT FUND

88. **Application of the Chapter.**—This Chapter shall apply to all regular employees, except—

- (a) the transferred Government employees who hold lien on pensionable Government service;
- (b) casual employees and the employees who are paid from contingency;
- (c) retired Government servants who have been re-employed under the Board; and
- (d) officers appointed on contract, if so provided in the contract.

89. **Constitution and Management of the Fund.**—(1) There shall be constituted a Fund to be called the Bangladesh Power Development Board Contributory Provident Fund.

(2) The management of the fund shall vest in the Board and its officers authorised in this behalf.

90. **Eligibility of being subscriber to the Fund.**—(1) An employee to whom this Chapter applies shall be eligible to subscribe to the Fund.

(2) The Chairman and members of the Board, may, except on transfer on deputation from the Government, subscribe to the Fund with the approval of the Government.

(3) All eligible subscribers shall subscribe monthly to the Fund beginning from a calendar month after entry into regular service of the Board.

*Note.*—An employee on probation shall be eligible, after confirmation, to subscribe the Fund with retrospective effect.

91. **Conditions and rate of subscription.**—(1) The amount of subscription shall be fixed at the rate of 10 per cent of the pay of the subscriber and such subscription shall be deducted from his monthly pay.

(2) The subscription of a subscriber who is on leave, other than extraordinary leave without pay, shall be deducted at the usual rate from his leave salary but no subscription shall be deducted for any period of extraordinary leave without pay.

(3) In case of an employee under suspension, no subscription shall be deducted from his subsistence grant, but, if he is subsequently reinstated with pay or leave salary with retrospective effect the subscriptions at the usual rate shall be deducted in lump sum for the entire period of his suspension.

(4) No subscription to the Fund shall be deducted for the last broken month of termination of service by retirement, resignation, discharge, dismissal, retrenchment or death.

92. **Contribution by the Board.**—The Board shall contribute to the credit of each subscriber an amount equal to the amount of his subscription at the end of each financial year.

93. **Interest.**—(1) The Board shall pay interest to the credit of the subscribers and the rate of such interest shall be determined by the Board at the end of each financial year.

(2) Interest shall be calculated and credited at the end of each financial year in the following manner, namely :—

- (a) on the amount at the credit of a subscriber on the last day of the preceding year, less any sum withdrawn during the current year, interest for twelve months ;
- (b) on sums withdrawn during the current year, interest from the first month of the current year to the month preceding the date of withdrawal ;
- (c) on all sums credited to the subscriber's account during the current year, interest from the month of deposit to the last month of the current year, subject to the provisions of clause (d). The interest on the Board's contribution shall be calculated monthly as if it was contributed by the Board concurrently alongwith the subscriber's monthly contributions ;
- (d) the rate of interest shall be yearly but it shall be calculated on monthly basis also for the purpose of clauses (b), (c) and (f). If the deposit is made before or on the 15th of the month full interest for that month shall be taken into account, but if the deposit is made after 15th of the month no interest for that month shall be accounted ;
- (e) the total amount of interest shall be rounded to the nearest whole taka (fifty or more paisha counting as a taka, but less than fifty paisha omitting) ;
- (f) the deposit shall take effect from the date of payment of salary from which it is deducted ; and
- (g) interest shall acerue on the total credit to the account of the subscriber upto the last month preceding the date of final payment (withdrawal) after termination of his service.

(3) Interest shall not be credited to the account of a subscriber if he informs in writing that he does not wish to receive it ; but if he subsequently asks for the interest, it shall be credited with effect from the month following that in which he asks for it.

94. **Subscriber's account.**—(1) An account shall be opened and maintained in a Pass Book in Form No. 8 wherein all transactions in respect of the subscriber's account in the Fund shall be entered under the initial and signature of the Accountant and the officer concerned with the drawing and disbursement of his salary. This shall be in addition to the usual system of maintaining accounts in the Directorate of Accounts.

(2) Regular monthly entries with date should be made in the Pass Book in respect of—

- (a) subscription of the subscriber ;
- (b) advance, if any, paid to the subscriber ;
- (c) refund of advance, if any ; and
- (d) recovery of interest, if any, on advance.

(3) At the end of each financial year entries shall be made in the Pass Book in respect of the contribution of the Board and the interest due to the credit of the subscriber under rule 93.

(4) The Pass Book shall remain in safe custody of the Drawing and Disbursing Officer or the Accountant concerned with the salary bills of the subscriber. After up-to-date entries at the end of each financial year, the Pass Book shall be sent to the Director of Accounts for verification who shall, after such verification, return the Pass Book immediately to the concerned Drawing and Disbursing Officer. A copy of the verified yearly accounts shall be sent to the subscriber concerned.

95. **Advance from the Fund.**—(1) A temporary advance, not exceeding the amount equal to six months' pay of the subscriber or 50 per cent of the amount subscribed by him together with interest accrued thereon, whichever is less, may be granted by the Head of Office, to a subscriber who has completed three years service or whose service has been confirmed and who has subscribed to the Fund for not less than three years, for the following purposes, namely :—

- (a) to purchase land for a residential house or for building a residential house or for both ;
- (b) to meet the expenses of marriage of self, son, daughter or dependant sister ;
- (c) to meet the expenses for medical treatment of self or any member of his family who is dependant on him in case of prolonged illness ;
- (d) to meet the expenses of higher education for self or children ;
- (e) for repair of house ;
- (f) for repayment of loan ; or
- (g) for any other emergency.

(2) An interest on the sum advanced under sub-rule (1) shall be charged at such rate as shall be prescribed by the Board on the credit of the accounts of the subscriber when such advance is made :

Provided that no such interest shall be charged on any sum advanced to a subscriber whose account does not carry interest.

(3) No second advance shall generally be granted until the previous advance and the interest accrued thereon are fully recovered. In special circumstances second advance may be allowed at the discretion of sanctioning authority. The two advances together should not exceed 50 per cent. of the employee's own contribution.

(4) A subscriber may, after attaining the age of 50 years or after completion of 25 years continuous service, withdraw from the Fund an amount not exceeding 80 per cent. of his subscription and interest accrued thereon less the balance of advance, if any, taken under sub-rule (1). Such withdrawal shall be adjusted at the time of final payment on closing his account in the Fund after retirement or termination of his service.

**96. Recovery of advance.**—(1) An advance granted to a subscriber under rule 96 shall be recovered from him in such number of equal monthly instalments as the sanctioning authority may direct, but such number shall not be more than thirty-six. A subscriber may, at his option, make repayment earlier in lump sum or in such smaller number of instalments as he thinks fit.

(2) Recovery shall be made by compulsory deduction from salary bills, in addition to the usual monthly subscriptions, commencing from the first full month's pay after payment of the advance. But no recovery shall be made from a subscriber while he is on leave other than leave on full pay, or on subsistence grant except with his consent.

(3) The interest, if any, on advance shall be recovered in one or more instalments, similar to the principal, in the month or months immediately following the full recovery of the principal.

**97. Nomination.**—(1) A subscriber shall, as soon as his account in the Fund is opened, furnish a nomination in the Form prescribed in the Pass Book 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 is paid to him. If any person, so nominated, is minor or under any disability to give a legal discharge for any payment, the subscriber shall at the same time authorised another person who is of full age and capable of giving a legal discharge for the purpose of receiving payments on behalf of the minor or disabled nominee.

(2) 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, and if, at the time of making the nomination, the subscriber has no family the nomination shall become invalid in the event of his subsequently acquiring a family when he shall have to furnish fresh nomination in favour of any member or members of his family.

(3) If a subscriber nominates more than one person under sub-rule (1), 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 to his credit in the Fund.

(4) In the event of death of any nominee during the life time of the subscriber he shall forthwith nominate another person in the place of the nominee so died.

(5) Every nomination shall be signed by the subscriber making it in the presence of two witnesses who shall also sign in his presence and in the presence of each other.

(6) A subscriber may at any time cancel a nomination by sending a notice in writing and, in that event, shall furnish a fresh nomination in the manner laid down in the foregoing sub-rules. A fresh declaration shall be operative only on being received and acknowledged by the Head of Office.

(7) Every nomination 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 Head of Office.

(8) The subscriber shall furnish, in duplicate, every nomination, notice of cancellation and fresh nomination to the Head of Office. One copy of each of the same with counter signature of the Head of Office shall be affixed in the Pass Book of the subscriber and the other copy with counter signature of the Head of Office shall be sent to the Director of Accounts.

98. **Final payment.**—(1) If a subscriber dies or ceases to be a subscriber to the Fund, the amount standing at his credit minus the outstanding balance of any advance granted under rule 95 or any other deductions authorised under these rules shall be payable in full or in a lump sum:

Provided that in all cases the sanction of the Head of Office concerned shall first be obtained before the payment is made.

(2) The Head of Office at his own accord or on receipt of request from the subscriber or his nominee after termination of his service or death shall arrange for final payment of the amount in the Fund to the credit of the subscriber without any delay.

(3) No claim shall be entertainable against the Fund if made more than five years after the date on which the amount due becomes payable and such amount shall be forfeited and credited to the Board's general fund.

(4) Board's contribution and interest thereon shall not be paid if the employee resigns before completion of 3 years service or is dismissed, discharged or removed from service on disciplinary ground.

99. **Payment on death.**—(1) In the event of death of a subscriber, before the amount standing at his credit has become payable or when the amount has become payable, before payment has been made, the amount at his credit shall be disposed of as follows, namely:—

(a) if a nomination is made in favour of more than one person, the amount shall be divided among the nominees in accordance with the terms of the nomination; If the nomination relates to a portion only of the amount, the balance shall be distributed in the manner described in clause (c);



- (b) if the nomination is in favour of a minor and it does not state the person or persons to whom the sum is intended to be paid for the benefit of the minor, the sum due shall be paid to the minor's legal guardian to be used for the minor's benefit;
- (c) where a subscriber leaves a family, but no nomination has been received from him, the amount shall be paid to the legal heir or heirs of the subscriber;
- (d) where a subscriber leaves no family the amount standing to his credit in the Fund shall become payable to his nominee or nominees in the proportion specified in the nomination. 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, shall be paid to such person or persons in the manner described in clause (e); and
- (e) if there to be party entitled to receive the amount, it shall be paid to the subscriber's legal heir or such other person or persons as may be determined by the civil court competent to pass order in this respect:

Provided that if the sum at the credit of the subscriber does not exceed Taka 500 it may be paid to such person or persons as the controlling officer may consider to be the proper person or persons to receive it.

(2) The Board shall not be bound by, or recognise, any assignment or encumbrance executed or attempted to be created which affects the disposal of the accumulation of subscriber's account in the Fund according to these rules.

100. **Payment on subscriber's becoming insane, etc.**—If any subscriber becomes insane or is otherwise mentally incapacitated to act and the same has been proved to the satisfaction of the Head of Office, the latter may, in the absence of any nomination under rule 97, authorise any amount to which such subscriber may become entitled under these rules to be paid to any person who he may think proper to receive the same in the best interest of such payment is made shall be a good discharge for the same.

101. **Procedure in case on any dispute or difference.**—Any dispute or difference which may arise between any subscriber or his executors, administrators, nominees or representatives and the Board as to the construction meaning, operation or effect of any of the rules as to any right, duty or obligations of any subscriber or the Board or as to any matter relating to or arising out of the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute and the arbitrators, so appointed, shall appoint an umpire before entering upon the reference in accordance with and subject to the provisions of the Arbitration Act, 1940 (X of 1940).

*Note.*—Nothing herein contained shall be deemed to limit or affect any discretion of the Board under any of the rules or any decision of the Board which by any of these rules is provided to be final on any particular matter.

102. **Expenses of management.**—The Board shall bear the expenses of management of the Fund including auditor's fees, accounts staff, cost of account books and stationery, etc.

103. **Application for admission.**—(1) The employees eligible to subscribe to the Fund shall apply to the Director of Accounts for their admission to the Fund through their Head of Office in Form No. 9 on their entry into the regular service of the Board.

(2) On receipt of the application mentioned in sub-rule (1), it shall be checked in the Fund Section of the Directorate of Accounts with reference to relevant rules and orders and, if found in order, shall be admitted over the signature of the Accounts Officer of the said Section. Thereafter it shall be entered in the General Index Register and the serial number of such Register shall be the account number of the subscriber in the Fund. After allotment of the said number the application shall be passed in a guard file in serial order and a Pass Book alongwith a blank nomination Form shall be sent to the subscriber through his Head of Office.

*Note.*—The officers declared to be the Heads of Offices and Controlling Officers for the purpose of rules under Chapter-X shall also be the Heads of Offices and Controlling Officers for the purpose of rules under this Chapter.

104. **Furnishing of particulars by subscriber.**—(1) The subscriber shall furnish the nomination and other related particulars as required in the Pass Book and on the extra Form of Nomination. The Pass Book with counter signature of the Head of Office shall remain in the office of the local drawing and disbursing officer for regular monthly entries of the deposits. The extra nomination Form with counter signature by the Head of Office shall be returned to the Director of Accounts for record.

(2) If a subscriber cancels his nomination and makes a fresh nomination that shall be entered in the Pass Book duly countersigned by the Head of Office and a copy of such cancellation and fresh nomination with counter signature of the Head of Office shall be sent to the Director of Accounts.

105. **Procedure of keeping accounts.**—(1) Deductions made on account of the Fund should be shown on the receipt side of the Memo of Receipt and charges of the monthly accounts and when payment is made it should appear on the payment side of the said Memo. The Schedule of deduction in such Form as may be prescribed in this behalf should accompany the monthly accounts of the Divisions, Undertakings and Offices. The Accounts Section concerned of the Directorate of Accounts should verify the said Schedule with the said Memo and other relevant documents and pass them on to the Fund Section after recording certificate of such verification. In case of discrepancy, the Accounts Section should take the matter with the Division or undertaking or Office, as the case may be, for its immediate settlement.

(2) On receipt of the said Schedule from the Accounts Section, the Fund Section shall immediately post the total figure of the said Schedule in the Register of Schedules. The monthly total figure of the said Register should be compared with the figure compiled in the Accounts Section. The difference, if any, should be settled immediately after proper verification.

(3) Thereafter the figures of the said Schedule shall be posted in detail in the respective Ledger Cards. In case of any irregularity, omission or discrepancy noticed in the course of posting, it should be recorded in red ink on the said Schedule and pursued with the Division or Undertaking or Office concerned for correction where necessary. Special care should be taken in posting ledger cards to avoid mistakes. Any correction made in the Ledger Cards would be initialed.

(4) After the posting in the Ledger Cards is completed, posting of Ledger Book will be taken up. The posting of Ledger Book should be made from Ledger Cards. The following dates should be observed for completion of posting of Ledger Cards and Ledger Book, namely—

- (a) posting of Ledger Cards by 30th of the next month ; and
- (b) posting of Ledger Book by 15th of the second month.

106. **Ledger Card.**—(1) One Ledger Card shall be opened for each subscriber and shall ordinarily be used for 4 years. As soon as the admission of a subscriber is accepted and account number is allotted, the above ledger Card shall be opened. The Ledger Card shall be kept in locked cabinet duly arranged in serial orders of the accounts number, key of which shall remain in possession of the Accountant and the dealing Assistant.

(2) The Ledger Card of the subscriber whose account in the Fund is finally closed shall be kept separately from the existing ledger cards. The Ledger Cards shall never be taken out from the cabinet for reference without a proper mark. The movement of the Ledger Cards outside the Fund Section shall always be recorded in a transit register.

107. **Ledger Book.**—The detailed accounts of the subscriber shall be maintained in the Ledger Book which shall be treated as original record. The names of the subscriber with necessary particulars shall be entered in the Ledger Book in serial orders as soon as their admission are accepted and account numbers allotted. Separate columns shall be maintained in the Ledger Book for posting of subscriber's monthly subscription, Board's contribution, interest on subscriber's subscription and Board's contribution, advances, recoveries of advances, interest on advance, etc.

108. **Control Account.**—The Control Account should be maintained to keep the progressive monthly balances in the Fund up-to-date and ready for any immediate reference, if necessary.

109. **Copy of order sanctioning advance.**—In case of temporary advance from the Fund, a copy of the order sanctioning the advance by the Head of Office shall be sent to the Director of Accounts in addition to the Drawing and Disbursing Officer and the subscriber for information and record.

110. **Final payment.**—(1) The final payment of the amount standing to the credit of a subscriber in the Fund shall be made by the Drawing and Disbursing Officer who paid the last salary bill of the incumbent after the following formalities, namely :—

- (a) the Drawing and Disbursing Officer concerned shall make the Pass Book up-to-date and send it to the Directorate of Accounts for final verification of the correctness of the account ;
- (b) a sanction order mentioning the amount payable on the basis of final verified Pass Book shall be issued by the Head of Office ; and
- (c) no demand certificates from all concerned offices shall be furnished.

(2) The Drawing and Disbursing Officer after making final payment shall send the Pass Book to the Directorate of Accounts for closing the accounts and preservation of the same as record.

(3) Attempts shall always be made by the Head of Office, Directorate of Accounts and Drawing and Disbursing Officer for final payment of the amount standing to the credit of a subscriber within a month of termination of his service by death, retirement or otherwise.

(4) In case of a subscriber's account in the Fund being closed for final payment on termination of his service, the interest for the current year or more for which the Board has not yet declared the rate of interest shall be calculated on the basis of the last declared rate of interest.

111. **Bank Accounts.**—(1) The Board shall maintain a separate bank account in a Bank wherein all subscriptions made by the subscribers and contributions made by the Board shall be deposited. The Drawing and Disbursing Officer shall remit the total monthly collection of subscriber's subscriptions to the said account.

(2) The total amount of contribution to be made by the Board shall be intimated by the Fund Section to the Director of Finance by the end of each financial year to enable him to arrange transfer of that amount to the said account.

(3) The Board shall manage the fund in the best interest of its subscribers. The Board may invest the fund in real estate, saving certificate or fixed deposit with a Commercial Bank with the previous approval of the Government.

112. **Reconciliation of accounts.**—At the end of each month the Accounts Section shall furnish to the Fund Section a statement showing Division, Undertaking and Office-wise deductions to the Fund. On receipt of the same, the Fund Section shall reconcile the total figure appearing in the Control Account or Card.

113. **Audit.**—The transactions of the Fund shall be audited in each year after close of the account thereof mainly to see that—

- (a) the transaction conforms to the rules governing the administration of the Fund ;
- (b) the figures of the Fund Section tally with that of the Account Section ;
- (c) the calculation of interest is correct and each subscriber's account is credited or debited with the appropriate amount of interest for the relevant year ; and
- (d) the realisation of any advance including interest is done properly.

114. **Preservation of records.**—(1) A list showing the period for which records of the Fund Section shall ordinarily be preserved is given in Annexure 'A' to this Chapter.

(2) After the period of their preservation is over, the records shall be destroyed after obtaining specific orders of the Director of Accounts in each case.

115. **Forms.**—A list of the Forms to be used for the maintenance of accounts in the Fund is given in Annexure 'E' to this Chapter.

## ANNEXURE 'A'

*(Vide rule 114)*

Name of record.	Period of preservation.	Remarks.
1. Admission Forms	.. One year after the final payment.	
2. Nomination Forms	.. Follows the period prescribed for Fund vouchers of final payment.	
3. Provident Fund Register	.. Ditto.	
4. Ledger Cards	.. .. Ditto.	
5. Ledger Book	.. .. 8 years	
6. Register of temporary withdrawals and recoveries.	5 years	
7. Pass Book and voucher on which final payment of Fund money are made and acknowledged by the payee.	12 years	
8. Voucher of temporary advance	6 years	
9. Schedule	.. .. 3 years	

## ANNEXURE 'B'

(Vide rule 116)

Form No.	Name.	Remark.
DA (Fund) 1	Admission Form ..	.. Vide rule 103(1).
DA (Fund) 2	General Index Register ..	.. Vide rule 103(2).
DA (Fund) 3	Ledger Card ..	.. Vide rule 106.
DA (Fund) 4	Schedule of deduction ..	.. Vide rule 105.
DA (Fund) 5	Nomination Form ..	.. Vide rule 104.
DA (Fund) 6	Ledger Book ..	.. Vide rule 107.
DA (Fund) 7	Pass Book ..	.. Vide rule 94.
DA (Fund) 8	Register of temporary withdrawals.	Vide rule 109.
DA (Fund) 9	Register of recoveries of temporary withdrawals.	Vide rule 109.
DA (Fund) 10	Register of final payment ..	.. Vide rule 110.
DA (Fund) 11	Register of Schedule ..	.. Vide rule 105.
DA (Fund) 12	Control Account ..	.. Vide rule 108.

## CHAPTER XIV

## GRATUITY

116. **Admissibility.**—Gratuity shall be admissible to—

- (a) all regular employees who rendered at least five years' continuous service in the Board, and—
  - (i) have not been dismissed, discharged or removed from service as a measure of punishment ; or
  - (ii) have not resigned, left or discontinued the service without permission of the competent authority ; and
- (b) a regular employee whose service is terminated before completion of five years on the following grounds, namely:—
  - (i) the post to which he is appointed is abolished or he is retrenched from service for reduction of strength ;
  - (ii) he is discharged from service due to total or partial disablement ; or
  - (iii) he died while in service ;
- (c) the work-charged period of service of an employee shall be counted towards computation of gratuity subject to the conditions that—
  - (i) the work-charged period of service may be counted only when it is found to be continuous and immediately followed, without any break, by service on regular basis ;
  - (ii) work-charged service for 2 years shall reckoned as regular service for one year for the purpose of calculation of gratuity only.

117. **Amount.**—The amount of gratuity shall be computed at the rate of one month's pay for each completed year of service or for any part thereof exceeding 180 days. The pay last drawn shall be the basis for such computation.

118. **Nomination.**—(1) Each employee shall make a nomination in Form No. 10 conferring on one or more persons the right to receive the amount of gratuity in the event of his death before payment of gratuity.

(2) If an employee nominates more than one person under sub-rule (1), he shall specify in his nomination the share payable to each of the nominees in such manner as to cover the whole amount of gratuity.

(3) An employee may, at any time, cancel a nomination by notice in writing, and in doing so, he shall, along with such notice, send a fresh nomination made in accordance with the provisions of sub-rules (1) and (2).

119. **Payment in the event of death.**—In the event of death of an employee before the payment of gratuity, it shall be paid to his nominee or nominees in the manner specified by him in his nomination, and, in the absence of any nomination, to his legal heir or heirs.

120. **Procedure for payment.**—The payment of gratuity shall be made by the Drawing and Disbursing Officer concerned after the same has been sanctioned by the Controlling Officer and the bill therefor has been pre-audited by the Directorate of Accounts. 75% of the gratuity money may, however, be paid by the Controlling Officer to an employee at the time of proceeding to leave preparatory to retirement.

## CHAPTER XV

## BENEVOLENT FUND AND GROUP INSURANCE

121. **Application of this Chapter.**—(1) This Chapter shall apply to all regular employees of the Board.

(2) The provision of this Chapter shall not affect the right to receive any provident fund, gratuity or other benefits accruing to the employee on his retirement or invalidation or on his family upon his death under these rules.

122. **Board of Trustees.**—(1) There shall be a Board of Trustees for administration and management of the Power Development Board Employees Benevolent and Insurance Funds consisting of the following, namely:—

(a) Member (Finance)	..	..	..	Chairman.
(b) Secretary	..	..	..	Member.
(c) Director, Finance	..	..	..	Member.
(d) Director (Personnel)	..	..	..	Member.
(e) Director (Labour Welfare)	..	..	..	Member-Secretary.

(2) In addition to the members specified in sub-rule (1), the Chairman of the Board of Trustees may nominate any employee to be present in the meetings of the Board of Trustees.

123. **Powers of the Board of Trustees.**—The Board of Trustees shall have power—

- (a) to settle claim for benevolent grants and sums assured under these rules and all matters connected with such claims ;
- (b) to sanction grant from the Benevolent Fund to the employees or their families in accordance with the provisions of these rules ;
- (c) to do or cause to be done all acts and things necessary for the proper administration and management of the moneys or properties in the Benevolent Fund and Insurance Fund ;
- (d) to sanction expenditure connected with the administration and management of the Benevolent Fund and the Insurance Fund and to make arrangement for the insurance of the life of the employees to give effect to the provisions of these rules ;
- (e) to invest money, held in the Benevolent Fund, in Government securities and other Government approved investments, in construction of buildings for the purposes of raising ventures the plans whereof having been previously approved by the Board ;
- (f) to appoint or employ such persons as it considers necessary for the efficient performance of its operation on such terms and conditions as it may, subject to these rules, determine ; and
- (g) to do or cause to be done all things ancillary or incidental to any of the aforesaid powers or to the purposes of the Benevolent Fund and the Insurance Fund.



124. **Meetings of the Board of Trustees.**—(1) The meetings of the Board of Trustees shall be held at such time and places as may be convened by its Chairman.

(2) Three members shall form a quorum at a meeting of the Board of Trustees.

(3) The meetings of the Board of Trustees shall be presided over by its Chairman and, in his absence, by the persons elected for the purpose by its members present from amongst themselves.

(4) Each member of the Board of Trustees shall have one vote and, in the event of equality of votes, the Chairman of the Board of Trustees shall have a second or casting vote.

(5) All orders and decisions of the Board of Trustees shall be authenticated by the signature of its Chairman or of such other members as may, by resolution, be authorised by it in this behalf.

125. **Powers and functions of the Member-Secretary.**—The Member-Secretary of the Board of Trustees shall exercise such powers and perform such functions as may be prescribed, or as may, subject to these rules, be assigned to him, by the Board of Trustees.

126. **Delegation of powers.**—The Board of Trustees may, for facilitating the discharge of its functions and ensuring efficient operation of the Benevolent and Insurance Funds, by a resolution, delegate to its Member-Secretary, or to its any other officers, subject to such conditions and limitations, if any, as may be specified therein, such of its powers and duties under these rules as it may deem necessary.

127. **Constitution of the Benevolent Fund.**—(1) There shall be constituted a fund to be called the Power Development Board Employee's Benevolent Fund, in this Chapter referred to as the Benevolent Fund.

(2) To the credit of the Benevolent Fund shall be placed—

- (a) all sums paid by the employees as subscriptions to the Benevolent Fund;
- (b) all grants made by the Board, Government or other authorities;
- (c) donations made by private individuals or institutions;
- (d) all income, profits or interest accruing from the assets belonging to the Benevolent Fund or from investments made by it; and
- (e) loans raised by the Board of Trustees with the previous approval of the Board or Government.

128. **Subscription to be paid by the employees.**—(1) Every employee shall be liable to pay to the Benevolent Fund a monthly subscription at the rates applicable to Government employees and the amount of such subscription shall be deducted, at the source, from his pay and credited or remitted to the Benevolent Fund.

(2) Where the amount of subscription cannot for any reason be deducted from the pay of the employee, the employee shall remit to such officer as may be prescribed for the purpose the sum of subscription payable by him and any amount of subscription remaining unpaid due to inadvertence or negligence of the employee or, otherwise shall be recoverable from him as soon as possible by deduction from his salary bills.

(3) Default in the payment of the subscription either for the reasons that the pay of the employees was not drawn or due to his inadvertence, negligence or fault or any other reasons whatsoever shall not affect his right or the right of his family to receive the benevolent grant under rule 129, but the amount of unpaid subscriptions shall be deducted from such grant.

**129. Benevolent grants to be paid from the Benevolent Fund.**— If an employee—

- (a) is declared by the Medical Board constituted under rule 46 that he has become completely incapable, physically or mentally, to discharge the duties of his employment and is, for that reason, removed from service; or
- (b) dies during the continuance of his employment or retires from service due to disablement before attaining the age of fifty-seven years—

he or, in the event of his death, his family shall be entitled to receive a benevolent grant from the Benevolent Fund according to the scale specified in Schedule I to this Chapter for a period of ten years or upto the date on which the employee attains or might have, if he was alive, attained the age of sixty years, whichever is earlier:

Provided that in the case of an employee who dies after having drawn benevolent grant under this rule, the said period of ten years shall be reckoned from the date from which he began drawing such grant.

**130. Payment of benevolent grant.**—On the death of an employee, the amount of benevolent grant payable under rule 129 shall—

- (a) if there is any nomination in Form No. 11 in favour of a member or members of his family, be paid to such member or members of his family in accordance with the terms of the nomination; and
- (b) if there is no such nomination, be paid to such member or members of his family, subject to such conditions imposed with a view to ensuring that the amount is justly and equitably utilised for the maintenance and benefit of all the members of his family, as may be determined by the Board of Trustees.

**131. Group insurance of employees.**—(1) The Board of Trustees shall, from time to time, arrange for insuring the life of the employees in sums specified in Schedule II to this Chapter with such Insurance Company or other insurer and for such period as it deems fit and where any such arrangement subsists, the liability to pay the said specified sum shall directly devolve upon the said Insurance Company or other insurer.

(2) In the event of death of an employee, occurring by whatsoever cause, during the continuance of his employment, the Board of Trustees shall pay to the family of the deceased employee a sum specified in Schedule II.

**132. Constitution of the Insurance Fund.**—(1) There shall be constituted a fund to be called the Power Development Board Employees' Insurance Fund, in this Chapter referred to as the Insurance Fund, which shall vest in and be held and administered by the Board of Trustees.

(2) All sums received from the employees and Board as premia for the group insurance and any interest or profit accruing thereon shall be credited to the Insurance Fund.

(3) The moneys credited to the Insurance Fund shall be kept in such bank as may be prescribed by the Board of Trustees.

(4) All expenses on any arrangement entered into by the Board of Trustees with any insurance company or other insurer under rule 131 and all expenses on the administration of the Insurance Fund shall be defrayed from the Insurance Fund.

**133. Payment of Premia.**—(1) The Board shall pay the premia for and on behalf of all Class III and Class IV employees.

(2) The Class I and Class II employees shall pay the premia at such rate as may be determined by the Board, from time to time, which shall be deducted, at the source, from their pay.

**134. Payment of the sum assured.**—On the death of an employee, the sum assured shall be paid,—

- (a) if there is any nomination in Form No. 11 in favour of a member or members of his family, to such member or members of his family in accordance with the terms of the nomination; and
- (b) if there is no such nomination, to such member or members of his family, subject to such conditions imposed with a view to ensuring that the sum is justly and equitably utilised for the maintenance and benefit of all the members of his family, as may be determined by the Board of Trustees.

*Note.*—For the purpose of this Chapter, family shall include divorced or widowed sisters in addition to those mentioned in clause (18) of rule 2.

**135. Accounts and audit.**—(1) The accounts of the Benevolent Fund and of the Insurance Fund shall be maintained in such manner and form as the Board may, from time to time, direct.

(2) The accounts of the Benevolent Fund and of the Insurance Fund shall be audited by such authority or agency as the Board may, after consulting its Director of Audit, appoint.

## SCHEDULE I

(Vide rule 129)

The amount of benevolent grant payable under rule 129 shall be in the following scales, namely :—

Pay between taka	Monthly rate of benevolent grant Taka
201 and 300 .. .. .	100
301 „ 400 .. .. .	125
401 „ 500 .. .. .	150
501 „ 600 .. .. .	175
601 „ 700 .. .. .	200
701 „ 800 .. .. .	225
801 „ 900 .. .. .	250
901 „ 1000 .. .. .	275
1001 „ 1100 .. .. .	300
1101 „ 1200 .. .. .	325
1201 „ 1300 .. .. .	350
1301 „ 1400 .. .. .	375
1401 „ 1500 .. .. .	400
1501 „ 1600 .. .. .	425
1601 „ 1700 .. .. .	450
1701 „ 1800 .. .. .	475
1801 „ 1900 .. .. .	500
1901 „ 2000 .. .. .	525
2001 „ 2100 .. .. .	550
2101 „ 2200 .. .. .	575
2201 „ 2300 .. .. .	600

Pay between taka	Monthly rate of benevolent grant Taka
2301 and 2400 .. .. .	625
2401 „ 2500 .. .. .	650
2501 „ 2600 .. .. .	675
2601 „ 2700 .. .. .	700
2701 „ 2800 .. .. .	725
2801 „ above .. .. .	750

SCHEDULE II

(Vide rule 131)

The sum assured to be paid to the family of a deceased employee under rule 131 shall be—

Where the pay per mensem	The sum
(1) is not more than Five hundred Taka..	Taka 5,000 (Five thousand Taka).
(2) is more than Five hundred Taka but not more than Seven hundred and fifty Taka.	Taka 10,000 (Ten thousand Taka).
(3) is more than Seven hundred and fifty Taka but not more than One thousand Taka.	Taka 15,000 (Fifteen thousand Taka).
(4) is more than One thousand Taka but not more than One thousand and Five hundred Taka.	Taka 20,000 (Twenty thousand Taka).
(5) is more than One thousand and Five hundred Taka.	Taka 30,000 (Thirty thousand Taka).

## CHAPTER XVI

## GENERAL CONDUCT AND DISCIPLINE

136. Conduct and discipline.—(1) Every employee shall—

- (a) conform to and abide by these rules ;
- (b) observe, comply with and obey all orders and directions which may, from time to time, be given by the Board and any person or persons under whose jurisdiction, superintendence or control he may be ;
- (c) serve the Board and discharge his assigned duties faithfully, honestly and diligently ;
- (d) use his utmost endeavours to promote the interests of the Board ;
- (e) observe proper decorum and show courtesy in all matters to all concerned and the members of the Public ; and
- (f) maintain strict secrecy regarding the affairs of the Board.

(2) No employee shall—

- (a) associate himself with any political organisation or otherwise take active part in politics or any political demonstration ;
- (b) absent himself from duties, or leave his station without obtaining permission from his controlling officer ;
- (c) make any public statement through press, radio or television unless specifically authorised to do so by the Board ;
- (e) accept or seek any other employment or office or part-time work, whether on payment, stipendiary or honorary, without previous sanction of the Board ;
- (f) engage in any trade or business without specific approval of the Board ;
- (g) indulge in parochialism, favouritism, victimization and wilful abuse of office ; and
- (h) construct a building, whether intended to be used for residential or commercial purpose, except with the previous sanction of the Board obtained upon an application made in this behalf disclosing the source from which the cost of such construction shall be met.

(3) Every employee shall immediately report to his controlling officer in case of any member of his family engages in any employment, trade or business with the Board.

(4) Notwithstanding anything contained in clauses (e) and (f) of sub-rule (2), an employee may undertake occasional work of a purely literary or artistic nature provided such work does not cause any embarrassment to the Board

(5) No employee or member of his family shall—

- (a) accept any gift or concession from any employee or person having or likely to have dealings with the Board; and
- (b) lend money to, or borrow money from, or place himself under any pecuniary obligation to any person or firm having or likely to have dealings with the Board.

(6) No employee shall be a member, office bearer or representative of any association or union other than a philanthropic or religious organisation unless such association or union is organised for the welfare and safeguard to the interest of the employees under the terms and conditions of the Government rules and regulations in force.

137. **Declaration of assets and properties.**—(1) Every employee except a Class IV employee shall, at the time of entering the service under the Board, make a declaration to the Board in Form No. 12, through the usual channel, of all immovable and movable properties including shares, certificates, securities, insurance policies and jewellery having a total value of Taka 10,000 (Taka ten thousand) or more belonging to or held by him or a member of his family and such declaration shall—

- (a) state the district or districts within which the property is situated;
- (b) show separately individual items of jewellery exceeding Taka 10,000 (Taka ten thousand) in value; and
- (c) give such further information as the Government may, by general or special order, require.

(2) Every employee except a Class IV employee shall submit to the Board in Form No. 13, through the usual channel, an annual return of assets in the month of December, each year, showing any increase or decrease of property shown in the declaration under sub-rule (1) or, as the case may be, the last annual return.

(3) Every employee shall, as and when he is so required by the Government, by a general or special order, furnish to the Board information as to his assets disclosing his liquid assets and all other properties, immovable and movable, including shares, certificate, insurance policies and jewellery.

(4) The declaration of assets on first entry into service and the annual return of assets shall be sent in sealed cover to the Secretary of the Board, in respect of Class I and Class II employees, and to the Head of office concerned, in respect of Class III employees for safe custody. Each sealed cover shall be marked as "Declaration of assets of Mr. .... (Name and Designation).

(5) Save in the case of a transaction conducted in good faith with a regular dealer, an employee who intends to transact any purchase, sale or disposal by other means of movable or immovable property exceeding in value (Taka five thousand) with a person possessing immovable property or carrying on business within the station, district or other local limits for which such employee is appointed, shall declare his intention to the Board, and when the

employee himself is the Head of the Board, to the Government and such declaration shall state fully the circumstances the price offered or demanded and, in the case of disposal otherwise than by sale, the method of disposal, and thereafter the employee shall act in accordance with such orders as may be passed by the Board or, as the case may be, the Government.

*Explanation.*—In this sub-rule, the term 'property' includes agricultural or urban land, bonds, shares and securities but does not include a plot purchased for building a house from a co-operative housing society or a Government housing scheme, or bonds, shares or securities purchased from the approved security market, a semi-Government institution or through public offer by a company.

(6) Notwithstanding anything contained in sub-rule (5), an employee who is about to quit the station, district or other local limits for which he has been appointed, may, without making reference to any authority specified in sub-rule (5), dispose of any of his movable property by circulating lists of it generally or by causing it to be sold in public auction.

## CHAPTER XVII

### PUNISHMENT AND APPEAL

138. **Grounds for penalty.**—Where an employee—

- (a) is guilty of negligence to his duties; or
- (b) is inefficient, or has ceased to be efficient; or
- (c) is guilty of misconduct; or
- (d) is corrupt, or may reasonably be considered corrupt because—
  - (i) he is, or any of his dependants or any other person through him or on his behalf is, in possession (for which he cannot reasonably account) of pecuniary resources or of property disproportionate to his known source of income, or
  - (ii) he has assumed a style of living beyond his ostensible means; or
- (e) is engaged, or is reasonably suspected of being engaged, in subversive activities, or who is reasonably suspected of being associated with other engaged in subversive activities, and whose retention in service is, therefore, considered prejudicial to national security.

the authority, specified in rule 140, may impose on him one or more penalties specified in rule 139.

139. **Penalties.**—(1) There shall be the following penalties, namely:—

- (a) censure;
- (b) withholding, for a special period, of increment or promotion otherwise than for unfitness for financial advancement or promotion;



- (c) stoppage, for a specified period, at an efficiently bar in the time-scale of pay otherwise than for unfitness to cross such bar;
- (d) reduction to a lower stage in a time-scale of pay, or to a lower post;
- (e) recovery from pay of the whole or part of any loss caused to the Board by the negligence or any other misconduct of the employee;
- (f) compulsory retirement from service;
- (g) removal from service; and
- (h) dismissal from service.

(2) Removal from service does not, but dismissal from service does, disqualify from future employment in the Board.

140. **Power to impose penalty.**—The power to impose penalty upon an employee under rule 139 shall vest in the authority competent to make appointment to the post which is held by the employee in the Board and such authority has been prescribed in Appendix VII.

141. **Suspension.**—(1) An employee may be placed under suspension, pending enquiry, for any offence specified in rule 138. The power of suspending an employee shall normally vest in the appointing authority. But this power may also be exercised, with the approval of the appointing authority, by the Chief Engineer in cases upto the rank of Executive Engineer, by the Superintending Engineer and Manager in cases upto the rank of Assistant Engineer, and by the Executive Engineer in cases of all other subordinate employee:

Provided that the authority may, if it considers more expedient instead of placing such employee under suspension by order in writing require him to proceed on such leave as may be admissible to him from such date as may be specified in the order.

(2) During suspension an employee shall be entitled to a subsistence allowance at the rate of one-half of his pay. An employee shall not, while under suspension, leave the headquarters without prior permission of the authority suspending him.

*Note.*—An employee committed to prison either for debt or on a criminal charge, should be considered under suspension from the date of arrest and should allowed the subsistence grant at the rate specified in sub-rule (2) until the termination of proceedings against him.

142. **Inquiry procedure in cases of subversion.**—(1) When an employee is to be proceeded against under clause (e) of rule 138, the competent authority—

- (a) may, by order in writing, require the employee concerned to proceed on such leaves as may be admissible to him and from such date as may be specified in the order;
- (b) shall, by order in writing, inform him of the action proposed to be taken in regard to and the ground of that action; and

- (c) shall give him a reasonable opportunity of showing cause against that action before an Inquiry Committee to be constituted under sub-rule (2) to inquire into the charge:

Provided that no such opportunity shall be given where the authority is satisfied that in the interests of the security of Bangladesh, or any part thereof, it is not expedient to give such opportunity.

- (2) Where an Inquiry Committee is to be constituted in pursuance of clause (c) of sub-rule (1)—

- (a) the Board shall constitute it of three members of the Board;  
 (b) the Committee shall inquire into the charge and submit its findings to the Board; and  
 (c) the Board shall pass such orders on the findings as it deems fit.

**143. Inquiry procedure in cases of negligency, inefficiency, misconduct and corruption.**—(1) When an employee is to be proceeded against under clause (a) or (b) or (c) or (d) of rule 138, he shall be called upon to submit explanation in writing to the authority within seven days as to why disciplinary action should not be taken against him for the alleged offence.

(2) When the explanation of the employee is not found satisfactory, the authority shall frame a charge and call upon him to submit a written defence within such period as may be specified in this behalf, being not less than seven days and more than fourteen days, stating whether he desires to be heard in person.

(3) The authority competent to impose the penalty shall appoint an officer senior in rank to the accused to conduct and enquire who shall submit a report after giving the employee a personal hearing, if so desired by him, be such date within two months from the date of his appointment as may be specified in this behalf.

(4) The authority competent to impose the penalty shall consider the written statement submitted by the employee in his defence, the report of the Enquiry Officer and other circumstances, if any, and impose such penalty as it may deem proper in the circumstances of the case:

Provided that before imposition of penalty of compulsory retirement, dismissal, removal or reduction to a lower post, the delinquent employee shall be given second opportunity to show cause against the penalty proposed to be imposed. The decision of the authority shall be communicated by an order in writing to the employee concerned. The proceedings under this rule shall be completed within three months from the date of framing charge against an employee.

**144. Procedure for disposal of a case, where an employee has been convicted by a court of law.**—(1) When an employee is convicted by a court of law on charge of a criminal offence the competent authority may dismiss or remove him from the service of the Board or reduce him in rank, or impose any other penalty upon him without the procedure laid down in rule 143 or may not impose any penalty, if the competent authority decides that the offence for which he is convicted is not liable to disciplinary action under these rules.

(2) Any penalty imposed upon an employee under sub-rule (1) shall take effect from the date of communication of the order of imposition of the penalty to the employee and not from the date of his conviction or suspension.

145. **Summary proceedings.**—(1) An employee found guilty of—

- (a) habitual late attendance;
- (b) leaving place of duty without permission;
- (c) wilful misrepresentation or suppression of fact;
- (d) misbehaviour with other employees or members of the public; or
- (e) unnecessary delay in disposal of files and records—

shall be called upon to submit explanation to the authority within seven days as to why disciplinary action should not be taken against him for the alleged offence.

(2) If the competent authority is, on such enquiry as it may deem necessary, satisfied that the employee is guilty of any of the offences mentioned in sub-rule (1), it shall impose upon him any penalty specified in clauses (a), (b) and (c) of rule 139.

146. **Appeal, etc.**—(1) An employee shall have the right to appeal once only against an order imposing any penalty specified in rule 139, except censure, to the authority next superior to the authority imposing the penalty, and where the penalty is imposed by order of the Board there shall ordinarily lie no appeal but the Board may review its own order *suo moto* or on receipt of representation from the employee concerned. The Government may entertain an appeal against an order of the Board if it has reasons to believe that a violation of law or gross injustice has been done.

(2) Every appeal shall comply with the following requirements, namely:—

- (a) it shall contain all material statements and grounds relied upon and shall be complete in all respects;
- (b) it shall specify the relief desired;
- (c) it shall be submitted through proper channel;
- (d) it shall not be couched in improper language; and
- (e) it shall be submitted within thirty days from the date of receipt of the order of penalty.

(3) An appeal may be withheld by the authority imposing the penalty, if—

- (a) it does not comply with the requirements of sub-rule (2);
- (b) it deals with matters which are not relevant to the case;

(c) it is found to be a repetition of appeal withheld or rejected before the competent authority unless it discloses any new point or circumstances which afford grounds for reconsideration; or

(d) it is addressed to an authority to which no appeal lies under this r

(4) In every case in which an appeal is withheld the appellant and appellate authority shall be informed of the fact and the reasons thereof:

Provided that an appeal withheld under sub-rule (3) may be re-submitted any time within thirty days from the date on which the appellant has been informed of withholding of the appeal in a form which complies with provisions of sub-rule (2).

(5) The appellate authority shall examine—

(a) whether the facts on which the order of penalty is based have been established; and

(b) whether the penalty is adequate, inadequate or excessive,

and after such examination shall pass such order as it considers proper.

(6) An appellate authority may call for the records of any case including an appeal withheld by an authority subordinate to it and may pass such orders thereon as it considers fit under the provisions of these rules.

(7) Nothing in these rules shall preclude the Board from revising, whether on its own motion or otherwise, any order passed by an authority subordinate to it in exercise of powers conferred on such authority by these rules.

147. **Reinstatement, etc.**—When an employee who was dismissed, removed or suspended is reinstated, the punishing or appellate authority may grant him for the period of his absence from duty,—

(a) if he is honourably acquitted of the charge against him and is reinstated with retrospective effect, the full pay to which he would have been entitled had he not been dismissed, removed or suspended; or

(b) if otherwise, such leave with full pay or with half-pay or without pay as the punishing or appellate authority may prescribe.

*Explanation.*—Except in case of leave without pay, the subsistence allowance if any, paid to an employee during suspension shall be recovered from his salary on reinstatement.

148. **Bar to resign or retire to employees under suspension, etc.**—An employee under suspension or prosecution on charge of offences under these rules shall not resign or retire at his own option from service until the case is finalised.

## CHAPTER XVIII

## RETIREMENT AND RELEASE FROM SERVICE

149. **Retirement.**—(1) The date of retirement of an employee shall be one day after the date on which he attains the age of 57 years. If the nature of the duties performed by the employee is such that no substitute with similar qualifications and experience can be found to replace him, he may, subject to physical fitness, be re-employed on contract basis with the approval of the Government:

Provided that an employee shall not be retained in service on re-employment beyond the date on which he attains the age of 60 years. The terms and conditions for such re-employment shall be specified in a mutual agreements.

(2) Subject to sub-rule (1), an employee after completion of 25 years service may, at his own option, retire, or the competent authority may at any time retire from service an employee who has completed 25 years of service without assigning any reason with 30 days notice in either case. The employee shall, unless he is retired by the competent authority under this sub-rule, be entitled to the leave preparatory to retirement as admissible under these rules.

(3) If any judicial proceedings instituted by the Board or any departmental proceedings are pending against an employee at the time of his retirement or, as the case may be, ceasing to be in service, he shall not be entitled to any retirement benefits, except his own subscription to any fund and the interest thereon, till the determination of such proceedings and the payment to him of any retirement benefit shall be subject to the findings in such proceedings.

150. **Termination.**—(1) The competent authority may at any time after serving a notice in writing of 3 months, or in lieu thereof paying 3 months' pay and without assigning any reason thereof terminate the services of a regular employee in the following circumstances, namely:—

- (a) if the post on which the said employee holds a lien is abolished, or
- (b) on grounds of his inefficiency, whether by reason of infirmity of mind or body, or otherwise.

(2) The competent authority may at any time, after serving a notice in writing of one month or in lieu thereof paying one month's pay and without assigning any reason thereof, terminate the service of a temporary employee in the following circumstances, namely:—

- (a) if the post to which the said employee is duly appointed is abolished, or
- (b) on grounds of his inefficiency, whether by reason of infirmity of mind or body, or otherwise.

*Note.*—Such notice is not required for the discharge of a person appointed otherwise than under a contract to hold a temporary appointment on the expiry of the period of that appointment.

(3) The service of a notice under clause (b) of sub-rule (1) or under clause (b) of sub-rule (2) shall, if the grounds are other than infirmity of mind or body, require the prior approval of the officer to whom the officer issuing the notice is immediately subordinate.

(4) An employee on whom a notice under sub-rule (1) or (2) has been served may, within 15 days of receipt of such notice—

- (a) if the grounds are infirmity of mind or body, request the convening of a medical Board for his examination and the competent authority shall thereupon convene such a Board, and after considering the report of such Board and the further representation, if any, of the employee shall pass such orders as it thinks fit;
- (b) if the grounds are other than infirmity of mind or body, request hearing of his case by a Review Committee and the competent authority shall thereupon convene such a Committee, comprising three officers superior in rank to the said employee, which will study the evidence of alleged inefficiency, both as embodied in his confidential character rolls and otherwise, and, after hearing the representation of the employee, shall make its recommendation to the competent authority who shall thereupon pass such orders as it thinks fit.

(5) An employee may, within 15 days of its receipt, prefer an appeal to the Board from any order passed under sub-rule (4) and the order of the Board thereon shall be final.

151. **Release.**—(1) Unless otherwise provided in the terms of employment or of any bond executed by an employee, a permanent employee may get release from service after giving notice, in writing, of 3 months or refunding three months pay in lieu of such notice or for the period by which such notice falls short of 3 months, and after repaying the dues of the Board, if any.

(2) A temporary employee may get release from service after giving notice, in writing, of one month or refunding one month's pay in lieu of such notice or for the period by which the notice falls short of one month and after repaying the dues of the Board, if any.

152. **Exercise of option by an employee.**—The exercise of an option under this chapter does not impose any obligation upon the Board to accept the option. The option exercised by an employee is always subject to the acceptance by the Board. The Board may not accept the option where there is reason to do so.

## CHAPTER XIX

### ADVANCES TO EMPLOYEES

153. **Advances.**—(1) Advances, on the merit of each case, may be sanctioned by the competent authority to the regular employees holding permanent posts including Government servants working with the Board on deputation for the purposes stated hereinafter, provided budget provision for such advances exists and fund availability certificate is obtained from the Directorate of Accounts. The advance after sanction can be drawn only on the basis of specific authority issued by the Directorate of Finance.

(2) No second advance shall be granted to an employee unless and until the first advance granted under these rules is fully recovered along with the the interest accrued thereon.

154. **Recovery.**—The amount of the advance, sanctioned under rule 153, shall be recovered in such monthly instalments as may be fixed by deduction from salary bills. The instalments shall be recovered in cash during the periods of leave without pay. If an employee fails to pay any such instalment the arrears of instalments falling due during period or periods of leave without pay shall be recovered in lump sum from the first disbursement of pay or allowance which may become due to the employee at the end of such leave.

155. **Interest.**—Simple interest at the rate of 8 per cent. per annum shall be charged on all advances granted under these rules. When an advance is drawn in more than one instalment the amount of interest recoverable for the second instalment shall be determined with reference to the date on which the second instalment is drawn. The interest shall be calculated on the balance outstanding on the last day of each month. The amount of interest shall be recovered in one or more instalments, each instalment being so far as may be equal to the amount of instalments by which the principal was recovered. Recovery of interest shall commence from the month following that in which the whole of the principal has been repaid. A penal rate of compound interest at the rate of 10 percent per annum shall be charged on any instalment of interest or principal or both if such instalment is not paid in due time.

156. **Recovery before the employee attains the age of superannuation.**—Notwithstanding anything contained in these rules, the full amount of any advance inclusive of interest shall be recovered before the employee attains the age of superannuation and if the rate of monthly recovery normally applicable is insufficient, it shall be increased so that the recovery is completed before superannuation.

157. **Board's power to recover in lump-sum, etc.**—The Board may, at the request of the employee, permit recovery of any advance in lump-sum or in a number of instalments smaller than those normally admissible.

158. **Advance for construction of houses.**—(1) Advances may be made under the sanction of the competent authority to the employees who desire to build residential accommodation for occupation by themselves, advance shall not, except in special cases, be permissible to an employee who is likely to retire before complete recovery can be effected.

(2) An employee to be eligible for house building advance should be in regular service for not less than five years.

(3) All such advances shall be used for the bonafide purpose of building suitable houses for residence of the employees concerned, and if the amount of advance sanctioned is more than actually expended for the purpose, the surplus amount shall be refunded to the Board forthwith.

(4) No advance shall exceed forty months' pay of the employee to whom it is made subject to maximum of Taka 80,000, not more than one advance shall be made for the same house.

(5) Advance shall be recovered by the deduction of monthly instalments equal to 1/160th part of the total advance from the pay bills of the employee concerned and the recovery shall start after 12 months grace period from the date of payment of the advance.

(6) In order to secure the Board from loss consequent upon the death of an employee or his quitting the service before complete repayment of the advance with interest, accrued thereon, the house so built, together with the land on which it stands, shall be mortgaged to the Board, by whom the mortgage shall be released after realisation of the full amount outstanding. The mortgage bond shall be prepared in Form No. 14 and the reconveyance in Form No. 15.

(7) The employee shall satisfy the Board regarding his title to the land upon which the house is or is proposed to be built.

(8) An application for house building advance shall be made in Form No. 16 and shall accompany the following documents, namely :

- (a) where the applicant himself is a recorded tenant in C. S. or S. A. Khatian of the land, a certified copy of C.S. or S.A. Khatian, or, if he is a co-sharer, documents showing the extent of his share in the land ;
- (b) where the applicant is not a recorded tenant, up-to-date rent receipts and copies of S. A. or C. S. Khatian and documents in support or acquisition of title by the applicant or his predecessor-in-interest, if any, from the person whose name is recorded in the S.A. or C.S. Khatian;
- (c) registered documents showing sale or lease or intention to sale or lease of the land to the applicant ;
- (d) documents to show that the applicant is in possession of the land transferred or proposed to be transferred ;
- (e) permission from competent authority, where required, for construction of house on the land by the applicant ; and
- (f) in the case of land leased out by DIT or any Housing Estate of the Government, the copy of the allotment order and the copy of the registered deed of lease.

*Note.*—(1) In cases in which ground rent, municipal taxes and similar dues are payable to local authorities on account of the land, the authority sanctioning the advance may, at its discretion, ask the employee taking the advance to produce for inspection the up-to-date receipts for these payments. If the sanctioning authority finds that such dues have not been paid by the borrower, steps may be taken to recover the said dues including interest thereon, if any, from the pay of the employee concerned for payment to the parties concerned.

*Note.*—(2) The employee's title to the property should be examined by the sanctioning authority before the advance is actually paid, and in cases where there is any doubt as to the validity of that title, the revenue and registration authorities or, if technical legal advice is necessary, a lawyer should be consulted. It should be seen that, in the case of a house-building advance, he has undisputed title to the land on which it is proposed to build and that, in the case of an advance for the purchase of a house, he shall obtain such title as soon as the purchase price is paid, that there shall be no legal obstacle in either case to the property being mortgaged to the Board, and that the Board shall have the right of foreclosing on the conditions mentioned in the mortgage bond.



*Note.*—(3) This rule does not also preclude the grant of advances for the purpose of building houses on plots of land taken on lease from the Board. The grant of an advance in such cases is subject to the condition that the employee immediately obtains the lease of land and executes an agreement in Form No. 17 undertaking to repay the advance and to execute a mortgage of the land and buildings.

*Note.*—(4) The controlling officer should, when asking for the authority for payment, send to the Directorate of Finance a certificate to the effect that the mortgage bond in Form No. 17 has been executed by the employee taking the advance and that it has been duly registered.

*Note.*—(5) The last pay certificate, in the case of employees granted advances, shall specify the original amount of such advance, the amount repaid and the balances together with interest accrued remaining due.

**159. Advance for purchase of land.**—Advances may be given, where considered necessary, for the purchase of land to construct house thereon, if the other conditions laid down in rule 158 are fulfilled. The employee should sign an agreement in Form No. 18 at the time of taking an advance for the purchase of land. A mortgage deed in Form No. 19 should be executed before any further advance is drawn for the purpose of constructing the house. The mortgage deed shall be registered within four months of its execution.

**160. Advance for purchase of house.**—(1) An advance may be made to an employee for the purchase of a house, the general principles of rule 158 being applicable and the employee being required, in addition to an agreement in Form No. 18 and a mortgage deed in Form No. 19, to deposit with the Board satisfactory evidence of clear title to the house.

(2) An advance drawn under sub-rule (1) may include provision not only for the cost of the house purchased, but also for the cost of any repairs or improvements which the purchaser of the house may desire to make.

**161. Advance for repairs of house.**—(1) An advance may be made for necessary repairs and modifications to make the house habitable for the employee.

(2) The advance shall not exceed twenty months' pay of the employee subject to maximum of Taka 40,000. Satisfactory evidence should be produced to show that the amount shall be actually utilised for the purpose for which it is drawn. The repayment shall commence from the 4th issue of pay after the advance is taken and be completed in 80 instalments.

(3) Subject to sub-rules (1) and (2) the general principles of rule 158 shall apply.

**162. Advance to repay private loans taken for building or purchase of a house.**—

(1) An advance may also be given for the purpose of repaying a private loan taken by an employee expressly for the purchase of land for building a house or for the purchase of a house :

Provided that—

- (a) the employee has through his private loan acquired an unencumbered title to the land or the house purchased ;
- (b) the original loan for the purchase of the land or the house, as the case may be, was taken not more than 12 months before the date of submission of the application for an advance to repay the private debt; and
- (c) the usual conditions specified in rule 158 are fulfilled.

(2) The advance may be drawn in full at a time. Recovery in this case shall commence from the first issue of pay after the advance is taken and be completed in 10 years.

163. **Advance for purchase of motor car.**—(1) An advance may be given to a Class I employee for the purchase of a motor car for his own use for not less than 5 years from the date of its purchase. An application for such advance shall be made in Form No. 20.

(2) The total amount of advance under sub-rule (1) shall not exceed 25 months' pay or taka 50,000·00, whichever is less. If the actual price paid is less than the advance taken the balance shall be refunded forthwith to the Board.

(3) Recovery shall be made by deducting monthly instalments equal to one-sixtieth part of the advance from the pay bill of the employee. It shall commence from first issue of pay after the advance is taken.

(4) An employee who purchased a car with the advance taken from the Board shall not sell or transfer the car to anybody else, unless and until the full amount of advance and the interest accrued thereon are recovered from him.

(5) The motor car purchased with the advance taken from the Board shall be insured and mortgaged to the Board in accordance with the provisions of these rules.

(6) An employee who draws an advance under sub-rule (1) shall purchase a motor car and pay finally for it within one month from the date on which he draws the advance; failing such completion and payment, the full amount of the advance drawn, with interest thereon for one month, shall be refunded to the Board. This condition should always be mentioned in the order sanctioning such advances. At the time of drawing the advance the employee shall be required to execute an agreement in Form No. 21 and, on completing the purchase, he shall further be required to execute a mortgage bond in Form No. 22 hypothecating the car to the Board as security for the advance. The cost price of the car purchased should be entered in the schedule of specifications attached to the mortgage bond.

164. **Advance for purchase of motor cycle.**—(1) The competent authority may, on application in Form No. 20, sanction an advance to an employee for the purchase of a motor cycle subject to the following conditions, namely:—

- (a) that the pay of the employee is not less than taka 500·00 per month; and
- (b) that the amount of the advance does not exceed Taka 10,000·00 or fifteen months' pay, whichever is less.

(2) The provision of sub-rule (3) to (6) of rule 163 shall, *mutatis mutandis*, apply to the advances for purchase of motor cycles.

165. **Advance for purchase of bicycle.**—(1) Advances may be given to Class III and Class IV employees who have completed not less than 2 years' service for purchase of a bicycle for his own use.

(2) An advance not exceeding Taka 1,000.00 or five months' pay whichever is less, may be sanctioned for the purpose by the competent authority.

(3) Recovery shall be made, unless the competent authority otherwise specially directs, by deducting monthly instalments equal to one-thirtysixth part of the advance from the pay bill of the employees concerned.

(4) The bicycle purchased with the advance granted to an employee shall not be sold or transferred to anybody until the advance with interest accrued thereon is repaid.

(5) An employee who takes the advance under this rule shall, within one month after drawing the advance, furnish the Head of the office with certificate giving full particulars of the bicycle purchased with the advance and the cash receipt obtained for the amount actually paid for it.

(6) If the employee concerned is to be discharged before complete recovery of the advance, the amount outstanding against him shall be recovered in lump sum before his services are dispensed with.

## CHAPTER XX

### DEPARTMENTAL EXAMINATION

166. **Departmental Examination.**—The departmental examination for Engineers in the employment of the Board shall consist of two parts, namely : Part I and Part II.

167. **Part I examination.**—(1) The Part I examination shall consist of professional examination and shall be conducted orally, separately, for Civil, Chemical, Electrical and Mechanical Engineers.

(2) The examination shall be such as to show whether the examinee—

- (a) is acquainted with the processes for preparing materials for works and with the models of construction in use in Bangladesh ;
- (b) has good knowledge of the local resources and of the best mode of applying them;
- (c) is capable of managing the workers under him;
- (d) has professional efficiency;
- (e) has knowledge in preparation of estimates and carrying out departmental works ; and
- (f) is acquainted with rules and procedures and conversant with the forms in use in the department.

*Note.*—Such theoretical points as would in ordinary practice be solved by resort to ordinary books of reference shall form the subject-matter of examination.

(3) A Committee headed by one Superintending Engineer and consisting of other two senior Executive Engineers shall be constituted by the Director of Personnel with the approval of the Member, Operation and Development, for conducting the Part I examination.

(4) The Committee shall examine the candidates and record their proceedings in Form No. 23. The Committee shall declare each examinee as "qualified" or "not qualified". The result of the examination shall be declared by a general circular.

168. **Part II examination.**—The Part II examination shall be a written examination and shall consist of two papers of 120 marks each, pass marks for each paper shall be 50% of the total marks. It shall be necessary to secure 50% marks in each paper of this part. Time allowed shall be 3 hours for each paper. Reference books shall be permitted during the examination.

169. **Syllabus.**—The Syllabus for the examination shall be as laid down in Form No. 24.

170. **Holding of examination.**—The examinations shall be held twice yearly, normally in February and August. The effective date for qualifying in an examination shall be the date following the date on which the examination completed.

171. **The examinees.**—(1) All Assistant Engineers shall pass the departmental examination in Part I within 3 years from the date of their appointment as Assistant Engineers. In special cases, where owing to the exigencies of service or such other reasons as are beyond his control and officer has not been able to pass such examination within the period specified above he may, at the discretion of the Member concerned, be granted extension up to a maximum of one year.

(2) In the event of his failure to pass the Part I examination within the period specified in sub-rule (1), an employee shall be liable to be discharged from service.

(3) The Assistant Engineers including those promoted from the lower ranks shall be required to pass the departmental examination in Part II before they are allowed to cross the efficiency bar and are considered for further promotion.

(4) The increments withheld for failure to cross the efficiency bar for failure in the examination under sub-rule (3) may, with the sanction of the Board, be allowed with retrospective effect after the examination has been passed.

172. **The examiners, question setters and their remuneration.**—(1) A panel of examiners for all examinations in Part I and Part II shall be prepared and maintained by the Director of Personnel, in consultation with the Members, to be nominated in the Board from time to time. It shall be the subject to review after every two years.

(2) The question setter of a paper and the examiner thereof may be one and the same person. If different paper setters are appointed to set questions for different sections of the same paper, the remuneration, where admissible shall be equally divided. The remuneration shall be as follows, namely :—

- |                           |                                |
|---------------------------|--------------------------------|
| (a) for setting questions | .. Taka 100.00 per paper ; and |
| (b) for evaluation        | .. Taka 4.00 per copy.         |

APPENDIX I

[Vide clause (20) of rule 2]

FORM No. 1

[Vide sub-rule (1) of rule 6]

Applications are invited from candidates for the post of.....  
in the scale of pay.....  
and usual allowance admissible under the rules. The candidates must have —

- (i) Educational qualification.
- (ii) Experience.
- (iii) Age.
- (iv) Eligibility.

Candidates should apply on the prescribed form obtainable from the office  
of.....with crossed postal order for Tk.....  
payable to.....( ) and attested copies  
of testimonials by.....  
Incomplete applications will be liable to rejection.

## FORM No. 2

[Vide sub-rule (2) of rule 6]

## BANGLADESH POWER DEVELOPMENT BOARD

Particulars of payment of application fee : Postal Order No.

Attach recent Passport size Photo here.

## APPLICATION FORM FOR EMPLOYMENT

To

.....  
 .....

Name of the post applied for.....

Name of the Office Advertising the post.....

A. Name of applicant  
(in block letters).....

Father's name.....

Present Address: Vill/Road..... P.O.....

P. S.....Dist.....

Permanent Address: Vill.....P.O.....

P.S.....Dist.....

Date of birth ..... Place of birth.....

Domicile ..... Sex .....

Marital Status ..... Religion .....

Height..... Weight.....

Identification mark of the applicant.....

B. Education :

	Institution from where passed.	Year of passing.	Division/ Class obtained.	Group/ major subject(s) studied.
(1) Matriculation (S.S.C.)				
(2) Intermediate (H.S.C.) ..				
(3) Degree .. ..				
(4) Post Graduate degree				
(5) Technical Certificate ..				
(6) Technical Dip. 3 years Course .. ..				
(7) Technical degree ..				
(8) Technical post graduate degree .. ..				
(9) Membership in Tech. Education if any ..				

C. Previous employment/experience :

Department/ Office where served.	Period of service.		Post held per/tem.	Pay scale and pay drawn last.	Reason for leaving the job.
	From—	To—			

- 1 .....
- 2 .....

D. Any other information including extra curricular activities which the candidate wishes to include.

E. Languages known :

Can read only	Can speak only	Can read, speak and write.

F. Personal references (do not list former employee/or relations) :

Name	Address.

- 1.....
- 2.....

With the knowledge that any false statement made herein will disqualify me for employment with Bangladesh Power Development Board. I certify that all statements made are true and correct.

PLEASE LEAVE THIS SPACE BLANK

Recommendation of Selection Board.  
Date.....

Signature of the applicant.  
Date.....

Note—Extra sheets may be attached for information against any item, if necessary.



FORM No. 3

[Vide sub-rule (2) of rule 8]

General Information		Name of the candidate.....		Age.....		Date of birth.....	
Post applied for.....		Name of the candidate.....		Age.....		Date of birth.....	
2. Interview Rating Marks.							
W. below	Below Average	Average	Above Average	W. above Average	Multiplier	Total Marks obtained	Total Marks
1	2	3	4	5	6	7	8
A. Qualification:							
(i) Education as related to job requirement.							
(ii) Experience as related to job requirement.							
(iii) Special qualifications ..							
B. General knowledge including extra curricular activities.							
C. Personality and aptitude ..							
D. Confidence.							
E. Alertness and expression							
Remarks and recommendations.							

(Signature of the Members of Selection Committee).

FORM No. 4

[Vide sub-rule (1) of rule 10]

**Medical certificate of health of a candidate for entry into  
service of Power Development Board.**

I hereby certify that I have examined Mr/Mrs/Miss.....  
....., a candidate for employment to the post of.....  
and cannot discover that Mr/Mrs/Miss.....  
has any disease, constitutional weakness or bodily infirmity except.....  
I do not consider this is a disqualification for employment to the post of  
.....

His age is, according to....., own statement.....  
years.

Place.....

*Signature of Medical Officer.*

Date.....

*Designation.....*

FORM No. 5

[Vide sub-rule (1) of rule 51]

**BANGLADESH POWER DEVELOPMENT BOARD**

Employee's Leave Account

Date of birth.....  
 Date of 1st joining into service.....  
 Date of attaining the age of 57 years.....  
 60 years.....

Name of employee.....  
 Name of post (1st employed).....

Post hold	Duty Period		Leave Period		Leave Availed				Balance Leave		Remarks ground of leave availed on full pay, half pay or any other kinds of leave taken should be recorded here	Authen- tication.				
	From	To	No. of days	On full pay 1/11th of duty period	On half pay 1/12 of duty period	On full pay	On half pay	No. of days	From	To			No. of days			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	

## FORM No. 6

[Vide sub-rule (3) of rule 51]

## BANGLADESH POWER DEVELOPMENT BOARD

## Application for leave.

Name of Applicant.....  
 Designation....., Office.....  
 Address when on leave.....  
 Reason for leave.....

Kinds of leave.	Period of leave requested.			Last leave availed.			Remarks.
	From.	To.	No. of days.	From.	To.	Days.	
1	2	3	4	5	6	7	8

Signature of Applicant.

Date.....

Certified that the leave applied for is admissible in accordance with service rule.

Leave account verified by—

Date.....

Leave applied for is recommended/not recommended and substitute is required/not required.

Head of Office.....

Dated.....

Granted.....on full/average/half/without pay for period of.....days from.....to.....  
 He is likely/not likely to return to the same station.

Date.....

Copy to—

(1)

(2)

Competent Authority

FORM No. 7

[Vide sub-rule (2) of rule 75]

BANGLADESH POWER DEVELOPMENT BOARD

Medical Attendance Bill.

Medical Attendance Bill of.....  
 for self/wife/son/daughter..... of.....  
 ..... of the office of.....  
 .....for the actual cost paid for :

- (1) Professional fees of Medical Taka..... as per receipts attached.  
 Attendant.
- (2) Charges for X-Ray, Pathologi- Taka..... as per receipts attached.  
 cal, Bacteriological, etc. exami-  
 nation.
- (3) Cost of medicines .. .. Taka.....as per receipts attached.
- (4) Indoor bed or cabin or any Taka..... as per receipts attached.  
 other admissible charges.

Total Taka.....  
 (In words)

Certified that I have actually paid the above amount for medical attendance  
 and treatment of self or my..... a member of my  
 family wholly dependent upon me.

Date..... Signature of employee.....  
 Designation.....

Certified that the actual costs amounting to Taka.....  
 (in words)..... as billed for above were essential for the  
 treatment of the patient.

Controlling Officer's Signature

Designation/Seal.....  
 Date.....

Signature of authorised Medical  
 attendant.  
 Designation.....  
 Registration No.....  
 Date.....

FORM No. 8

[*Vide* sub-rule (1) of rule 94]**BANGLADESH POWER DEVELOPMENT BOARD****Contributory Provident Fund Account.****PASS BOOK**

Account Number.....

Subscriber.....

(Front page of PASS BOOK)



## BANGLADESH POWER DEVELOPMENT BOARD

## Contributory Provident Fund

## FORM OF NOMINATION

[Vide rule. 97]

Name of subscriber .....

Post held by the subscriber .....

Fund Account Number .....

Marital status .....

I hereby declare that in the event of my death the amount at my credit in the Contributory Provident Fund shall be distributed among the persons mentioned below in the manner shown against their names.

The amount due to a nominee who is a minor at the time of my death should be paid to the person whose name appears in column 5.

Name and address of the nominee or nominees.	Relationship with the subscriber.	Whether major or minor, if minor state his age.	Amount or share.	Name and address of the person to whom payment is to be made on behalf of minor.	Relationship with subscriber of person mentioned in column 5.
1	2	3	4	5	6

Signature of witness :

(1) .....

(2) .....

Station .....

Date .....

Signature of the subscriber.

*Note.*—In the event of the subscriber having a family, he is not permitted to nominate any one outside his family.

Counter-signed by .....(Head of Office)

(Two such forms may be in Pass Book) Date .....



PASS BOOK

C. P. FUND ACCOUNT

Name ..... Designation .....

Account Number ..... Year .....

Percentage of interest 10%

Date	Vr. No.	Subscriber's Deposit		Board's Contribution Taka	Total Taka	Advance, if any taken and No. and rate of instalment to refund Taka	Initial of Drawing and disbursing Officer.
		Description	Amount in Taka				
1	2	3	4	5	6	7	8

Entered by ..... Checked by .....

Accounts Asstt. .... Accountant .....

Verified by .....

Accounts Officer,  
Fund Section.

*Signature of Drawing and Disbursing Officer.*

(Thirty such blank pages in a Pass Book.)

PASS BOOK

CERTIFICATE OF FINAL VERIFICATION OF C.P. FUND ACCOUNT

Certified that C.P. Fund Account number.....

Mr ..... has been verified and the credit balance up-to-date as on page..... found correct/corrected to Taka.....

(in words) .....

*Signature of Accounts Officer,  
Fund Section,  
Directorate of Accounts,  
Power Development Board.*

Date .....

DD (Fund) 1

FORM NO. 9

[Vide sub-rule (1) of rule 103]

## BANGLADESH POWER DEVELOPMENT BOARD

Form of application for admission to Contributory Provident Fund.

1. Name (in block letters) :
2. Present designation :
3. Date of birth :
4. Father's/Husband's name :
5. Permanent address :
6. Date of joining to regular continuous service under PDB and name of the post :
7. Monthly Pay on the date against (6) above and scale of pay :
8. Month and year from which to start contribution :

I hereby certify that the above particulars furnished for my admission as a subscriber to PDB Contributory Provident Fund are true and correct to the best of my knowledge.

Date :

.....  
Signature of subscriber.

Countersigned by .....

Memo No.....

Head of Office

Dated .....

Forwarded to the Director of Accounts, PDB, Dacca.

(Head of Office)

The particulars of Mr.....  
of the office of.....  
have been checked and he has been admitted to be a subscriber of the Power Development Board Contributory Provident Fund *vide* Account No.....

A Pass Book bearing the Account No.....of  
Mr.....has been issued  
and sent to his head of office.....

Accounts Officer (Fund),  
Directorate of Accounts.

Note.—The Accounts Directorate will send the Pass Book with memo to the Head of Office with intimation to the subscriber by a copy of the same.

FORM No. 10

## BANGLADESH POWER DEVELOPMENT BOARD

## GRATUITY

## Form of Nomination

[Vide sub-rule (1) of rule 118]

1. Name of the employee.....  
Designation .....(In Block Letters)
2. Father's/Husband's name .....
3. Date of birth.....Day.....Month.....Year.....
4. Permanent address :—  
Village.....  
Post Office .....
- Telegraph Office .....
- District .....
5. Date of joining the WAPDA/PDB .....

I hereby nominate the person/persons mentioned below to receive the amount of gratuity as admissible to me under PDB Rules in the event of my death and declare that the said amount shall be distributed among the nominee/nominees in the manner shown below against their names :

Name and address of Nominee/Nominees.	Relationship with the employee.	Age.	Amount or share of gratuity to be paid to each nominee.

*Signature or left thumb impression of the employee with date.*

Certified that the above declaration has been signed in my presence by .....after he has read the entry/entries have been read over to him by me.

*Signature of the Head of Office.*

*Date.*

*Note.*—This nomination form should be furnished in duplicate, one to be sent to Director of Accounts and other to the Controlling Officer.

## FORM No. 11

[Vide rules 130 and 134]

**BANGLADESH POWER DEVELOPMENT BOARD****Form of Nomination For Benevolent Fund Grant  
and Group Insurance**

I hereby nominate the person/persons mentioned below, who is/are a member/  
members of my family to receive the benevolent grant payable under the rules  
in the event of my death before or after retirement and the sum assured in  
the event of my death during service :

Name and address of nominee/nominees.	Relationship with the employee.	Age.	Amount or share of the benevolent grant and sum assured to be paid to each nominee, if more than one person is nominated.

Dated, this ..... day of ..... 19

*Signature of Witnesses :*

- 1.
- 2.

*Signature of the employee.*

FORM NO. 12

[Vide sub-rule (1) of rule 137]

Property and assets held at the entry into the service on

Name of employee .....	Description.	Date of acquisition.	Acquired and held in the name (s) of.	Location of immovable property.	Value of assets or property at the time of acquisition.	How acquired (if purchased, state source of fund).	Remarks.
Designation .....							
	Immovable property	..	..	..	..	..	..
	Insurance policies	..	..	..	..	..	..
	Stock and share	..	..	..	..	..	..
	Certificates	..	..	..	..	..	..
	Jewellery, etc.	..	..	..	..	..	..
	Motor Vehicle	..	..	From which acquired	Price paid and source of funds.	..	..
	Television	..	..	..	..	..	..
	Refrigerator, etc.	..	..	..	..	..	..

Note.—Assets or property means land and house acquired, built or under construction, stocks, shares, Share Certificates, Insurance policies, Television sets, Refrigerator, Motor Vehicles and includes any assets or property which are under mortgage or which are otherwise incumbered.

I hereby declare that the above descriptions are to the best of my knowledge and belief, a complete and accurate statement of assets held by me or on my behalf or by my wife, children and dependents. This has been signed by me on.....

Signature .....

Designation .....

FORM NO. 13

[Vide sub-rule (2) of rule 137]

Annual return of changes in assets during the year ended on December 31.....

Name of employee .....

Designation .....

Description of property/assets	Date of acquisition/ disposal.	Acquire and held in name(s) of disposed of and transferred to,	Location of immovable property.	Value of assets/ property at the time of acquisition/ disposal.	How acquired (if purchased, state source of funds)/ How disposed of (sale, gift, etc.)	Remarks.
--------------------------------	-----------------------------------	----------------------------------------------------------------	---------------------------------	-----------------------------------------------------------------------	-------------------------------------------------------------------------------------------	----------

I. Accretions:

Immovable property .. ..  
 Insurance policies .. ..  
 Stock and shares .. ..  
 Certificate, Jewellery, etc. .. ..  
 Jewellery, etc. .. ..

Motor Vehicles .. ..  
 Television .. ..  
 Refrigerator, etc. .. ..

II. Decrements:

Insurance policies .. ..  
 Stock and shares .. ..  
 Certificate, Jewellery, etc. .. ..  
 Motor Vehicles/ TV, Refrigerator .. ..

I hereby declare that the above descriptions are to the best of my knowledge and belief, a complete and accurate statement of changes in assets as required under sub-rule (2) of rule 137 of the Bangladesh Power Development Board (Employees) Service Rules, 1982. This has been signed by me on.....

Signature .....

Designation .....

## FORM NO. 14

[ *Vide* sub-rule (6) of rule 158 ]

## FORM OF MORTGAGE FOR HOUSE-BUILDING ADVANCES

This INDENTURE made on the.....day of.....

One thousand nine hundred and.....between.....of.....  
(Hereinafter referred to as the mortgagor which term shall, where the context so admits include his heirs, executors and assigns) of the one part and the Bangladesh Power Development Board acting through its Secretary (hereinafter referred to as the mortgagee which term shall, where the context so admits, include its successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well entitled to the land hereditaments and premises hereinafter described and expressed to be hereby conveyed transferred and assured (hereinafter referred to as the said hereditaments).

AND WHEREAS under the provisions contained in the rules for the advances to the employees (hereinafter referred to as the said rules which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) the mortgagee has agreed to advance to the mortgagor the said sum of Taka.....(payable as follows that is to say the sum of Taka.....on the execution of these presents).

*Note.*—The purchase of the said hereditament "building a house of the said hereditament" repairing the said hereditament as the same may be.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Taka.....paid on the execution of these presents to the mortgagor by the mortgagee (the receipt whereof the mortgagor both hereby acknowledge) for the purpose of enabling the mortgagor to defray the hereinbefore recited expenses the mortgagor hereby covenants with the mortgagee to said sum of Taka.....(and such further sums as shall hereafter be paid by him to the mortgagor pursuant to the hereinbefore recited agreement in that behalf) and interest thereon calculated according to the said rules by monthly instalments and the first on such instalments is payable on the.....day of.....next.

AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor doth hereby convey transfer and assure into the mortgagee all that piece of land situated into the.....district of.....registration district of.....sub-registration district of.....containing.....more or less now in occupation of the mortgagor and bounded:—

on the North by.....  
on the South by.....  
on the East by.....  
on the West by.....

together with the dwelling house and the out-offices, stables, cook rooms and out-buildings now erected or hereafter to be erected on the said piece of land

together with all rights, easements and appurtenances to the said hereditaments or any of the belonging TO HOLD THE SAID HEREDITAMENTS WITH their appurtenances including all erections and buildings hereafter erected and built on the said peice of land unto and to the use of the mortgagee absolutely subject to the proviso for redemption hereinafter contained PROVIDED ALWAYS that if and as soon as the said advance of Taka..... (and on such further sums as may have been paid as aforesaid) made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments from the salary of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgaged will upon the request and at the cost of the mortgagor recovey re-transfer on re-assure the said hereditaments unto and to the use of the mortgagor or as he may direct AND it is hereby agreed and declared that if there shall be any breach by the mortgagor of the covenants on his part therein contained or if he shall die or quit the service before the said sum of Taka.....(and any further sums as may have been paid as aforesaid) and interest thereon calculated according to the said rules shall hve been fully paid off then and in any of such cases it shall be lawful for the mortgagee to sell the said hereditament or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or recind any contract for sale and to re-sale without being responsible for any loss which may be occasioned thereby AND to do and execute all suh acts and assurances for effectuating any such sale as the mortgagee shall think fit AND it is hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND it is hereby declared that the mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND it is hereby agreed and declared that the said rules shall be deemed and taken to be part of these presents.

The mortgagor hereby covenants with the mortgagee that the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said rules on his part to be observed and performed in respect of these presents and the said hereditaments.

IN WITNESS whereof the mortgagor hath hereunto set his hand the day and year first above written.

SIGNED by the said (Mortgagor) in the presence of  
1st witness.

Address.....Occupation .....

2nd witness

Address.....Occupation .....



## FORM NO. 15

[Vide sub-rule (6) of rule 158]

## FORM OF RE-CONVEYANCE FOR THE HOUSE BUILDING ADVANCES

THIS INDENTURE made on the .....day of.....19  
 BETWEEN THE BANGLADESH POWER DEVELOPMENT BOARD acting  
 through its Secretary (hereinafter called the Board) of the one part and.....  
 .....of (hereinafter called the MORTGAGOR—of the other part  
 is supplemental to an Indenture of Mortgage, dated the.....day of  
 .....19.....and made BETWEEN THE MORTGAGOR of  
 the one part and the Board of the other part and executed at.....  
 on the.....day of.....one thousand  
 nine hundred and.....for.....(hereinafter  
 called THE PRINCIPAL INDENTURE). WHEREAS all moneys due and  
 owing on the SECURITY OF THE PRINCIPAL INDENTURE have been  
 fully paid and satisfied and the Board has accordingly at the request of the  
 MORTGAGOR agreed to execute such re-conveyance of the mortgaged  
 premises in the within written INDENTURE comprised as is hereinafter con-  
 tained. NOW THIS INDENTURE WITNESSETH that in pursuance of the  
 said agreement and in consideration of the premises the Board both hereby  
 grant assign and re-convey unto the Mortgagor his heirs executors administrators  
 and assigns CLL THAT the piece of land situated in the.....  
 containing.....sq. yds.....more or less bounded.—

on the North by  
 on the South by  
 on the East by  
 on the West by

and

.....together with the dwelling house and out-offices stables cook-rooms  
 and out-buildings thereon AND ALL and singular other the premises in the  
 PRINCIPAL INDENTURE comprised or expressed to be thereby assured or  
 which now are by any means vested in the Board subject to redemption under  
 or by virtue of the PRINCIPAL INDENTURE with their rights easements and  
 appurtenances as in that PRINCIPAL INDENTURE expressed and all the  
 estates right title interest property claim and demand whatsoever of the Board  
 into out of or upon the same premises by virtue of the PRINCIPAL IN-  
 DENTURE TO have and to hold the premises hereinbefore expressed to be  
 hereby granted assigned and re-conveyed unto and to the use of the Mortgagor  
 his heirs executors administrators and assigns for over freed and discharged  
 from all moneys intended to be secured by the PRINCIPAL INDENTURE and  
 from all actions suits accounts claims and demands for or in respect of the  
 said moneys of any part thereof or for or in respect of the PRINCIPAL  
 INDENTURE or of anything relating to the premises AND the Board hereby  
 covenants with the MORTGAGOR his heirs executors administrators and  
 assigns that the Board, has not done or knowingly suffered or been party  
 or privy anything whereby the said premises or any part thereof are is or can

be embraced numbered or affected in the estate or otherwise however IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

*Signed sealed and delivered by  
for and on behalf of the  
Bangladesh Power Development  
Board in the presence of—*

(1)

(2)

FORM NO. 16

[vide sub-rule (8) of rule 158]

APPLICATION FORM FOR HOUSE BUILDING ADVANCE

- A.
1. Name of applicant :
  2. Designation :
  3. Length of service under the Power Development Board :
  4. Date of birth :
  5. Marital status :
  6. Scale of Pay :
  7. Present pay :
  8. Particulars of the plot of Land :—
    - (a) Name of the district :
    - (b) Name of the P.S. :
    - (c) Name of the Mauza :
    - (d) C.S. Khatian No.
    - (e) C.S. Plot No. :
    - (f) S.A. Plot No. :
  9. When was the plot acquired and at what price :—
  10. Whether applicant has taken loan or advance from any other source for purchase of land or building a house, if so give full particulars :
  11. Whether the land is mortgaged to anybody else :
  12. Approved plan of the house, total plinth area and total covered area if the building is more than one storey :
  13. Whether construction is started and if so, what percentage of the total construction has been done :
  14. Estimated cost of the building :
  15. Expected date of completion :
  16. Amount of loan required :

I hereby solemnly declare that the above information furnished by me are true to the best of my knowledge and belief and I have not concealed anything.

I hereby further declare that the advance if granted will be utilised for the construction of a house for my personal residence and that in case of breach of this contract, the entire house building advance drawn by me will be refunded forthwith to the Board in one instalment with interest accrued thereon.

.....  
Signature of the applicant

Date .....

Signature of the attesting witness :—

Name .....  
Son of .....  
Occupation.....  
Address .....

.....  
Counter signature of the  
Controlling Officer.

Date .....

B. Certificate of Legal Adviser :—

Certified that the applicant has acquired valid right and plot in question :

.....  
Signature of the Legal Adviser.

Date .....

Documents attached :

- (1) Registered deed of sale in support of the title on land loan for house building.
- (2) Parcha or Registered deed in support of the title of the seller in case of loan for purchase of land.
- (3) Approved plan of the house to be built in case of land situated in developed areas in city-town.
- (4) Two sureties from the employees of the Board not below the rank and status of the applicant.
- (5) Appropriate form agreement prescribed under the rules relating to advances.
- (6) Agreements (Bainanama) in case of loan for purchase of land.

#### FUND AVAILABILITY CERTIFICATE

Certified that fund to the extent of Taka.....(Taka.....  
only is available to meet the House Building Advance to Mr. ....  
during the financial year 19.....

.....  
Signature of the Officer  
Concerned

Date .....

## FORM No. 17

[Vide note 3 to sub-rule (8) of rule 158]

**FORM OF MORTGAGE BOND FOR HOUSE BUILDING ADVANCE FOR  
CONSTRUCTING HOUSE ON LEASE-HOLD LAND.**

THIS INDENTURE made on the..... day of..... one thousand nine hundred and..... BETWEEN..... of..... an employee of the Bangladesh Power Development Board (hereinafter referred to as the mortgagor which term shall where the context so admits include his heirs executors administrators and assigns) of the one part and the BANGLADESH POWER DEVELOPMENT BOARD acting through its Secretary (hereinafter referred to as the mortgagee which terms shall where the context so admits include its successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well entitled to lease-hold rights in the land hereditaments and premises hereinafter described and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as the said hereditaments).

AND WHEREAS the mortgagor has applied to the mortgagee for an advance of the sum of Taka..... for the purpose of enabling him to defray the expenses of the lease and development of the said hereditaments and building thereon a suitable residence for his own use.

AND WHEREAS UNDER the provisions contained in the rules for Advance to employees (hereinafter referred to as the said rules which expression shall where the context so admits include any amendment thereof or addition thereto from time to time in force) the mortgagee has agreed to advance to the mortgagor the said sum of Taka..... out of which the mortgagor hereby acknowledges the receipt of Taka..... which have already been paid to the mortgagor in pursuance of an agreement executed on..... 19.... between the mortgagor as borrower and the mortgagee.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Taka..... paid or to be paid accordingly for the purpose of enabling the mortgagor to defray the hereinbefore recited expenses the mortgagee the said sum of Taka..... (and such further sums as shall hereafter be paid by him to the mortgagor pursuant to the hereinbefore recited agreement in that behalf) and interest thereon calculated according to the said rules by..... monthly instalments and the first of such instalments is to be payable on the..... day of..... next. AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor doth hereby convey transfer and assure unto the mortgagee all that piece of land situated in the..... district of..... Sub-registration district of..... containing..... more or less now in the occupation of the mortgagor and bounded—

on the North by  
on the South by  
on the East by  
on the West by

together with the dwelling-house and out-offices stables cook-rooms and out-buildings now erected or hereafter to be erected on the said piece of land together with all rights easements and appurtenances to the said hereditaments or any of them belonging to hold the said hereditaments with their appurtenances including all erections and buildings hereafter erected and built on the said piece of land unto and to the use of the mortgagee absolutely subject to the proviso for redemption hereinafter contained PROVIDED ALWAYS that if an as soon as the said advance of Taka.....(and of such further sums as may have been paid as aforesaid) made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary of mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgagee will upon the request and at the cost of the mortgagor re-convey re-transfer or re-assure the said hereditaments unto and to the use of the mortgagor or as he may direct AND IT IS HEREBY AGREED AND declared that if there shall be any breach by the mortgagor of the covenants on his part herein contained or if he shall die or quite the service before the said sum of Taka..... (and any further sum as may have been paid as aforesaid) and interest thereon calculated according to the said rules shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to sell the said hereditaments or any part thereof either together or in parcels and either by public auction or by private contract with power to by in or rescind any contract for sale and to re-sell without being responsible for any loss which may be occasioned thereby AND to do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit AND it is hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND it is hereby declared that the mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereof to pay all the expenses incurred on such sale and in the next place to apply such moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND it is hereby agreed and declared that the said rules shall be deemed and taken to be part of these presents.

The mortgagor hereby covenants with the mortgagee that he the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said rules on his part to be observed and performed in respect of these presents and the said hereditaments.

IN WITNESS whereof the mortgagee hath hereunto set his hand the day and year first above written.

*Signed by the said (mortgagor) in the presence of—*

1st witness  
address  
occupation

2nd witness  
address  
occupation

Schedule

Received the sum of Taka  
(in words) Taka.....

Date.....

(The deed should be registered)

*Signature*

FORM No. 18

[Vide rule 159.]

**FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING  
AN ADVANCE FOR THE PURCHASE OF LAND TO CONSTRUCT  
HOUSE THEREON OR OF A HOUSE READYMADE.**

AN AGREEMENT MADE.....day of.....  
one thousand nine hundred and.....**BETWEEN**.....  
of.....(hereinafter called the Borrower, which expression shall  
include his legal representatives and assigns) of the one part and the Bangladesh  
Power Development Board acting through its Secretary (Hereinafter called the  
Board) of the other part. WHEREAS the Borrower has agreed to purchase for  
the purpose of erecting a house thereon the piece of land/a house situated in  
.....in the.....registration district of.....  
sub-district.....thana.....containing.....  
.....more or less and bounded—

on the North by

on the South by

on the East by

on the West by

and

for the sum of Taka.....

AND WHEREAS the Borrower has under the provisions of the rules for  
advances to employees (hereinafter referred to as the said rules which expression  
shall include any amendment thereof for the time being in force) applied to the  
Board for a loan of Taka.....to enable him to pur-  
chase the said piece of land/house and the Board has agreed to lend the said  
sum of Taka.....to the Borrower on the terms and condi-  
tions hereinafter contained, NOW IT IS HEREBY AGREED between the parties  
hereto that in consideration of the sum of Taka..... paid by the  
Board to the Borrower (the receipt of which the Borrower hereby acknowledges)  
the Borrower hereby agrees with the Board (1) to repay the Board the said  
amount with interest calculated according to the said rules by monthly deduc-  
tions from his salary as provided for by the said rules and hereby authorises  
the Board to make such deductions and (2) within one month from the date of  
these presents to expend the full amount of the said loan in the purchase of  
the said piece of land/house and if the actual price paid is less than the loan  
to repay the difference to the Board forthwith and (3) to execute a document  
mortgaging the said piece of land/house and the house to be erected thereon  
to the Board as security for the amount lent to the Borrower as aforesaid and  
interest in the form provided by the said rules \*(AND IT IS HEREBY FUR-  
THER AGREED THAT THE Borrower shall immediately, he has purchased  
the said piece of land commence and erect thereon a suitable residence for his  
own use) AND IT IS HEREBY LASTLY AGREED AND DECLARED that  
if the said piece of land/house not been purchased and mortgaged on aforesaid  
within one month from the date of these presents or if the Borrower within  
that period becomes insolvent or quits the service of the Board or dies the  
whole amount of the loan and interest accrued thereon shall immediately be-  
come due and payable.

\*To be omitted in the case of the purchase of a house.

IN WITNESS whereof the Borrower has hereunto set his hand the day and year first before written.

*Signed by the said  
in the presence of* (1)  
(2)

FORM No. 19

[Vide rule 159]

**FORM OF MORTGAGE DEED TO BE EXECUTED IN CONNECTION WITH AN ADVANCE FOR THE PURCHASE OF LAND TO CONSTRUCT A HOUSE THEREOF**

THIS INDENTURE MADE THE..... day of..... on thousand nine hundred and..... between..... of.....(hereinafter called the mortgagor which term shall where not repugnant to the context include his heirs, executors and administrators and assigns) on the one part and the Bangladesh Power Development Board acting through its Secretary (hereinafter referred to as the mortgagee which term shall where not repugnant to the context include its successors and assigns) of the other part.

WHEREAS by an Agreement dated the..... day of..... 19.... and made between the mortgagor of the one part and the mortgagee of the other part the mortgagee advanced and lent to the mortgagor the sum of Taka.....for the purpose of purchasing the piece of land hereinafter described and intended to be hereby transferred and assured and as security for such land the mortgagor agreed to execute a mortgage in favour of the mortgagee in the form of these presents AND WHEREAS THE mortgagor on the.....day of.....19.....duly purchased the said piece of land and is now absolutely seized and possessed of otherwise well entitled to the said piece of land AND WHEREAS THE mortgagor has applied to the mortgagee for a further advance of the sum of Taka..... for the purpose of enabling him to defray the expenses of erecting on the said piece of land a suitable residence for his own use AND WHEREAS under the provisions contained in the rules for advances to employees (hereinafter referred to as the said rules which impression shall where the context so admits include any amendment thereof or addition thereto for the time being in force and shall be deemed to form part of these presents) the mortgagee has agreed to advance to the mortgagor the said further sum of Taka.....(payable as follows that is to say the sum of Taka.....on the execution of these presents).

Now this indenture witnesseth that in consideration of the said advance of Taka.....and Taka.....making a total of Taka.....so advanced as aforesaid and in pursuance of the said agreement the mortgagor doth hereby covenant with the mortgagee to pay to the mortgagee the said sum of Taka.....To be deleted if the payment is not to be by instalments (and such further sums as shall hereafter be paid by him to the mortgagor pursuant to the hereinbefore receipted agreement in that behalf) and interest thereon calculated according to the said rules by.....monthly instalments and the first of such instalments is recoverable on the.....day of.. ..next.

AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor doth hereby transfer assign and assure unto the mortgagee ALL THAT piece of land situated in.....in the registration district of.....Sub-district.....thana.....containing.....more or less and bounded—

on the North by

on the South by

on the East by

on the West by

together with the dwelling-house and the out-offices, stables, cook-rooms and out-buildings and all kinds used or intended to be used with the said dwelling-house (erected or hereafter to be erected on the said piece of land) together with all rights easements and appurtenances to the same or any of them belonging TO HOLD the said premises including all erections and buildings hereafter erected on the said land (hereinafter referred to as the said premises) unto and to the use of the mortgagee absolutely subject to the proviso for redemption hereinafter contained PROVIDED ALWAYS that if and as soon as the said advance of Taka.....(and of such further sums as may have been paid as aforesaid) made upon the security of these presents and interest thereon calculated according to the said rules shall have been repaid by the deduction of monthly instalments from the salary of the mortgagor as in the said rules mentioned or by any other means whatsoever than and in such case the mortgagee will upon the request and at the cost of the mortgagor recovery re-transfer or re-assure the said premises unto and to the use of mortgagor AND the mortgagor hereby covenants with the mortgagee that he the mortgagor now hath good right to transfer the said premises unto the mortgagee free from incumbrances AND FURTHER that he the mortgagor and all other persons having or lawfully claiming any estate or interest in the said premises or any part thereof shall and will from time to time and at all times hereafter at his or their own cost do and execute or cause to be done and executed all such acts, deeds and things for further and more perfectly assuring the said premises unto the mortgagee in manner aforesaid as shall or may be reasonably required PROVIDED ALWAYS and it is hereby agreed and declared that if here shall be any breach by the mortgagor of the covenants on his part herein contained or if he shall die or quit the service at any time before all sums due or payable to the mortgagee on the security of these presents shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to sell the said premises or buildings standing thereon or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or the rescind any contract for sale and to re-sale without being responsible for any loss which may be occasioned thereby or to let the same for any term or period and to do and execute all such acts and assurances for effectuation any such sale or letting as the mortgagee shall think fit AND IT IS HEREBY DECLARED THAT the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY DECLARED that the mortgagee shall hold any rents profits, premiums, salami or moneys arising from the premises or from any such letting or sale as aforesaid UPON trust in the first place thereout to pay



all expenses attending such sale or otherwise incurred in relation to this security and in the next place to apply such moneys in or towards satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus if any to the mortgagor AND IT IS HEREBY DECLARED THAT on lease made by the mortgagor of the said premises or any part thereof during the continuance of this security shall have effect unless the mortgagee shall consent thereto in writing.

IN WITNESS whereof the mortgagor hath hereunto set his hand the day and year first above written.

*Signed by the said (mortgagor) in the presence of*  
1st witness

Address

Occupation

2nd witness

Address

Occupation

FORM No. 20

[Vide sub-rule (1) of rule 163 and sub-rule (1) of rule 164]

APPLICATION FORM FOR ADVANCE FOR PURCHASE OF MOTOR CAR/CYCLE

1. Name of the applicant:
2. Designation:
3. Length of service under WAPDA/PDB:
4. Date of birth:
5. Scale of pay:
6. Present Pay:
7. Residential address:
8. Established cost of Motor Car/Cycle:
9. Amount of loan required:

I hereby solemnly declare that the above particulars furnished by me are true to the best of my knowledge and belief and I have not concealed anything and did not take any advance on account of Motor Car/Cycle advance previously.

\_\_\_\_\_  
*Signature of the applicant.*

Date.....

*Witnesses:*

1. Name.....  
Designation.....

Signature.....

2. Name.....  
Designation.....

Signature.....

FORM No. 21

[Vide sub-rule (6) of rule 163]

**FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE FOR THE PURCHASE OF A MOTOR CAR OR MOTOR CYCLE.**

AN AGREEMENT made.....day of.....  
 One thousand nine hundred and.....BETWEEN.....of  
 .....(hereinafter called the Borrower which expres-  
 sion shall include its legal representatives and assignees) of the one part and  
 the Bangladesh Power Development Board acting through its Secretary (here-  
 inafter called the Board) of the other part WHEREAS the Borrower has under  
 the provisions of the rules for advances to employees (hereinafter referred to  
 as the said rules which expression shall include any amendment thereof for  
 the time being in force) applied to the Board for a loan of Taka.....  
 for the purchase of a Motor Car/Cycle and the Board had agreed to lend  
 the said amount to the Borrower on the terms and conditions hereinafter  
 contained NOW IT IS HEREBY AGREED between the parties hereto that in  
 consideration of the sum of Taka.....paid by the Board to the  
 Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower  
 hereby agrees with the Board (1) to pay the Board the said amount with  
 interest calculated according to the said rules by monthly deductions from his  
 salary as provided for by the said rules and hereby authorises the Board to  
 make such deductions and (2) within one month from the date of these pre-  
 sents to expend the full amount of the said loan in the purchase of a Motor  
 Car/Cycle or if the actual price paid is less than the loan to repay the difference  
 to the Board forthwith and (3) to execute a document hypothecating the said  
 Motor Car/Cycle to the Board as security for the amount lent to the Borrower  
 as aforesaid and interest in the form provided by the said rules AND IT  
 IS HEREBY LASTLY AGREED AND DECLARED that if the Motor  
 Car/Cycle has not been purchased and hypothecated as aforesaid within one  
 month from the date of these presents if the Borrower within that period  
 becomes insolvent or quits the service of the Board or dies the whole amount  
 of the loan and interest accrued thereon shall immediately become due and  
 payable.

IN WITNESS WHEREOF THE Borrower has hereunto set his hand the  
 day and year first before written.

*Signed by the said.....*

*In the presence of.....*

## FORM NO. 22

[Vide sub-rule (6) of rule 163]

FORM OF MORTGAGE BOND FOR MOTOR CAR OR MOTOR CYCLE  
ADVANCE

THIS INDENTURE made this.....day of.....

One thousand nine hundred and.....BETWEEN.....  
(hereinafter called the Borrower) of the one part and he Bangladesh Power  
Development Board acting through its Secretary (hereinafter called the Board)  
of the other Part.

WHEREAS THE Borrower has applied/applied for and has been granted  
an advance of Taka.....to purchase a  
Motor Car/Cycle on the terms of the rule or advances to employees (herein-  
after referred to as the said rules which expression shall include any amend-  
ment thereof or addition thereto for the time being in force) AND WHEREAS  
ONE OF THE conditions upon which the said advance has been/was granted  
to the Borrower is/was that the Borrower will / would hypothecate the said  
Motor Car/Cycle to the Board as security for the amount lent to the Borrower  
AND WHEREAS the Borrower has purchased with the amount so advanced  
as aforesaid the Motor Car/Cycle particulars whereof are set out in the schedule  
hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said  
agreement and for the consideration aforesaid the Borrower doth hereby co-  
venant to pay to the Board the sum of Taka.....  
aforesaid on the balance thereof remaining unpaid at the date of these presents  
by equal payments of Taka.....each on the first  
day of every month and will pay interest on the sum for time being remaining  
due and owing calculated according to the said rules and the Borrower doth  
agree that such payments may be recovered by monthly deductions from his  
salary in the manner provided by the said rules and in transfer unto the  
Board the Motor Car/Cycle the particulars whereof are set out in the Schedule  
hereunto written by way of security for the said advance and the interest  
thereon as required by the said rules.

AND THE BORROWER doth hereby agree and declare that he has paid  
in full the purchase price of the said Motor Car/Cycle and that the same is  
his absolute property and that he has not pledged and so long as any moneys  
remain payable to the Board in respect of the said advance will not sell pledge  
or part with the property in or possession of the said Motor/Cycle PROVIDED  
ALWAYS AND it is hereby agreed and declared that if any of the said instal-  
ments of principal or interest shall not be paid or recovered in manner afore-  
said within ten days after the same are due or if the borrower shall die or  
at any time cease to be in the service of the Board or if the Borrower shall  
sell or pledge or part with the property in or possession of the said Motor  
Car/Cycle or become insolvent or make any composition or arrangement  
with his creditors or if any person shall take proceedings in execution of any  
decree or judgement against the Borrower the whole of the said principal sum  
which shall then be remaining due and unpaid together with interest thereon  
calculated as aforesaid shall forthwith become payable AND IT IS HEREBY  
AGREED and declared that the Board may on the happening of any of the

events hereinbefore mentioned seize and take possession of the said Motor Car/Cycle and either remain in possession thereon without removing the same or else may remove and sell the said Motor Car/Cycle the said Motor Car/Cycle either remain in possession thereof without removing the same or else may remove and sale either by public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all cost charges, expenses and payments properly incurred or made in maintaining defending or realising his rights hereunder and shall pay over the surplus if any to the Borrower his executors, administrators or personal representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor Car/Cycle shall not prejudice the right of the Board to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of Motor Car/Cycle being sold the amount by which the net sale proceeds fall short of the amount owing AND THE Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Board he the Borrower will insure and keep insured the said Motor Car/Cycle against loss or damage by fire, theft or accident and will produce evidence to the satisfaction of the Board that the insurer with whom the said Motor Car/Cycle is insured have received notice that the Board is interested in the policy AND the Borrower hereby further agrees that he will not permit or suffer the said Motor Car/Cycle to be destroyed or injured or to deteriorate in a greater degree than if would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said Motor Car/Cycle, the Borrower will forthwith have the same repaired and made good.

IN WITNESS whereof the said

(Borrower) hath hereunto set his hand the day and the year first above written.

#### THE SCHEDULE

Description of Motor Car/Cycle :

Maker's name

Description

Number of cylinders

Engine Number

Chasis Number

Cost price

*Signed by the Borrower  
in the presence of*

(1)

(2)

FORM No. 23

[Vide sub-rule (4) of rule 167]

REPORT OF THE EXAMINERS

1. The Examination Committee assembled at.....  
on.....of.....19.....for the  
purpose of conducting the Part-I Departmental Examination.....

President.....

Member (i).....

Member (ii).....

1. Full name of candidate.....

2. Date of joining as Assistant Engineer.....

3. (i) A brief description of examinations as per rule 66 and syllabus thereof.

(ii) The time occupied in performing a given work.

(iii) Performance satisfactory or otherwise.....

4. The Committee certifies (a) that the above is a fair and impartial report  
of the examination of Mr.....

(b) that the examination was conducted in our presence on the.....  
.....day of .....19....., (c) that the

candidate had no aid from books or any other source except for replying  
to the question in Accounts and (d) that the Committee declares him  
qualified/not qualified.

.....President.

.....Members.

.....

FORM No. 24

[Vide rule 169]

## SYLLABUS FOR DEPARTMENTAL EXAMINATION

## PART I (Oral)

## 1. Engineering :

## (a) For Civil Engineerers :

- (i) Preparation of designs and estimates.
- (ii) Processes of preparing materials.
- (iii) Modes and specifications of construction.
- (iv) Knowledge of local resources with regard to materials.
- (v) Basic concepts of Power Development in Bangladesh.

## (b) For Chemical, Electrical and Mechanical Engineers :

- (i) Knowledge of availability sources, quality and price of local and imported materials commonly used for the Power Development works.
- (ii) Performance specifications of electrical plant and requirements and reference to any standard specification applicable.
- (iii) Preparation of estimates for projects and their component parts, including local works.
- (iv) Knowledge of standard drawings, specification, works manual etc. adopted by the Board.
- (v) Knowledge and experience of general engineering practices as applied in Power Development Board including specifically the candidate's own experience in the field of erection commissioning, operation and maintenance of—
  - (a) Power Plants.
  - (b) Distribution and transmission system.
  - (c) Protective equipment.
  - (d) Communication system (carrier, telephone etc.).
- (vi) Knowledge of tariffs and rules for consumers and owners.
- (vii) Basic concepts of Power Development in Bangladesh.

(viii) Repairs and maintenance of machinery and equipment.

(ix) Workshop theory and practice.

(x) Workshop Organisation and Management.

2. Common to all Engineers :

(These may also be used as reference books by the candidates during the examination).

(i) Public Works Accounts Code.

(ii) Public Works Departmental Code.

(iii) Financial Rules.

(iv) Delegation of Administrative and Financial Power with up-to-date amendments.

(v) Standard procedure for automatic holding of a formal investigation of Board of enquiry in the event of loss or damage PDB property.

(vi) Service Rules.

---

## PART-II (WRITTEN)

## 1. Paper-I (Common to all Engineers):

(i) The Bangladesh Water and Power Development Boards Order, 1972 (President's Order No. 59 of 1972), with up-to-date amendments and reference made therein.

(ii) Rules and Regulations made by the Government and the Board.

(iii) The Code of Criminal Procedure (Act V of 1898).

(a) The Code of Criminal Procedure:

Part	I	Chapter	I	Sec.	4 & 5
"	II	"	II	"	6
"	II	"	III	"	32 & 33
"	III	"	IV	"	42 & 45
"	III	"	V	"	54 to 57 & 59 (1)
"	III	"	VI	"	68, 69, 87 & 88
"	III	"	VI	"	94, 96, 102 to 105
"	IV	"	X	"	133 to 136
"	IV	"	XII	"	145
"	V	"	XIV	"	160 to 163
"	VI	"	XV	"	177, 179 & 183
"	VI	"	XXIV	"	340 to 345
"	VI	"	XXX	"	403
"	IX	"	XLVI	"	540, 544, 545, 548, 556 & 560.

(b) Tabular Statement of Offences:

Chapter	V	Sec.	177 & 119
"	IX	"	161 to 169
"	X	"	174 to 181
"	XI	"	196, 197, 202, 204, 217, 218 & 288.
"	XIV	"	279, 280, 283 to 288
"	XV	"	295 to 298
"	XVII	"	352, 353, 358 & 374
"	XVIII	"	403, 406 to 408, 417, 418, 426, 430 to 438.
"	XVIII	"	465, 466, 471 & 477A

## 2. Paper II:

(i) For Civil Engineers:

(1) The Embankment and Drainage Act, 1952 (E.B. Act I of 1953);

(2) The Betterment Fees Act, 1953 (E.B. Act XII of 1953);

(3) The Canals Act, 1864 (Ben. Act V of 1864);



- (4) The Irrigation (Imposition of Water Rate) Ordinance, 1963 (E.P. Ord. VII of 1963);
- (5) The Land Acquisition Act, 1894 (1 of 1894);
- (6) The Cattle-trespass Act, 1871 (1 of 1871);
- (7) The Arbitration Act, 1940 (X of 1940);
- (8) The Workmen's Compensation Act, 1923 (VII of 1923);
- (9) The Factories Act, 1965 (E.P. Act IV of 1965); and
- (10) The Rules made under the above enactments.

(ii) For Electrical Engineers:

1. The Factories Act, 1965 (E.P. Act IV of 1965);
2. The Electricity Act, 1910 (IX of 1910);
3. The Workmen's Compensation Act, 1923 (VIII of 1923);
4. The Boilers Act, 1923 (IV of 1923);
5. The Explosives Act, 1884 (IV of 1884);
6. The Industrial Relations Ordinance, 1969 (XXIII of 1969);
7. The Employment of Labour (Standing Orders) Act, 1965 (E.P. Act VIII of 1965);
8. The Institute of Engineers—Rules for Electrical Installation for buildings;
9. The Arbitration Act, 1940 (X of 1940);
10. The Land Acquisition Act, 1894 (I of 1894); and
11. The Rules made under the above enactments.

(iii) For Chemical and Mechanical Engineers;:

1. The Factories Act, 1965 (E.P. Act IV of 1965);
2. The Inland Mechanically Propelled Vessels Act, 1917 (I of 1917);
3. The Motor Vehicles Act, 1939 (IV of 1939);
4. The Workmen's Compensation Act, 1923 (VIII of 1923);
5. The Boilers Act, 1923 (V of 1923);
6. The Explosives Act, 1884 (IV of 1884);
7. The Industrial Relations Ordinance, 1969 (XXIII of 1969);
8. The Employment of Labour (Standing Orders) Act, 1965 (E.P. Act VIII of 1965);
9. The Arbitration Act, 1940 (X of 1940);
10. The Land Acquisition Act, 1894 (I of 1894); and
11. The Rules made under the above enactments.

## APPENDIX-II

[Vide sub-rule (6) of rule 66]

The provisions made hereunder are similar to those provided in Memo No. MF/BF-2 (B)-2 (19)/81/25 (2000), dated the 2nd February 1981 of the Ministry of Finance, Finance Division, External Finance Wing. Provisions applicable to the employees proceeding to places outside Bangladesh on official business except on foreign training.

1. For the purpose of these provisions, the officers are categorised as followings, namely:—

GROUP-1 : (i) Official whose basic pay is Tk. 2,750 p.m. and above.

(ii) Unofficial leader of government delegation.

GROUP-2 : (i) Official whose basic pay is Taka 1,470 p.m. and above but below Taka 2,750 and

(ii) Unofficial members of the Government delegation.

GROUP-3 : Official whose basic pay is Taka 540 p.m. and above but below Taka 1,470.

GROUP-4 : Official whose monthly basic pay is below Taka 540 p.m.

2. The foreign countries are divided into following five groups for the purpose of daily allowance payable in foreign currency, namely:

GROUP-A : Saudi Arabia, Iran, United Arab Emirate, Baharain, Kuwait, Qatar and Japan.

GROUP-B : Countries of North and South America, Countries of Europe including Soviet Russia, Australia and Newzealand.

GROUP-C : Other countries of Africa and Middle-East including Turkey.

GROUP-D : Other Asian Countries (Excluding India, Srilanka, Nepal, Afganistan, Pakistan and Bhutan).

GROUP-E : India, Srilanka, Nepal, Afganistan, Pakistan and Bhutan.

3. (a) Officers/employees while on tour abroad may draw at their option either hotel entitlement inclusive cash allowance or comprehensive allowance at the following rates:

Categories of Employees	Group of countries.	(In U.S. Dollars)	
		Hotel fare-c-m-cash allowance.	Comprehensive allowance.
Group 1	A	75	68
	B	65	59
	C	60	54
	D	50	45
	E	40	40

(In U.S. Dollars)

Categories of Employees.	Group of countries.	Hotel fare-cum-cash allowance.	Comprehensive allowance.
Group 2	A	65	61
	B	55	53
	C	50	49
	D	40	42
	E	35	36
Group 3	A	50	57
	B	45	49
	C	40	45
	D	35	38
	E	30	33
Group 4	A	40	45
	B	35	39
	C	35	36
	D	30	33
	E	25	26

The Class IV employees shall be entitled to daily allowance at half-rate admissible to the category-IV employees under —

(a) above .

(b) The above rates will be deemed to include food-charge and other ancillary expenses, such as, tips, taxifare, portorage etc.

(c) An employee, while on tour abroad, shall not be paid any amount of his salary in foreign currency.

4. (a) While on tour abroad, if an official has to leave his hotel after the regular checking out time and he is required to pay full rent for that day then he will be entitled to reimbursement of full hotel rent subject to production of original vouchers. Officials claiming hotel rent vide (a) above will be entitled to cash allowance at the following rates :

Categories of employees.	In U.S. dollars	Group of Countries				
		A	B	C	D	E
I	\$	30	25	25	25	25
II	„	30	25	25	25	25
III	„	30	25	25	25	20
IV	„	25	20	20	15	15

(b) The above amount shall be deemed to include food charges and other ancillary expenses, such as, tips, taxifare, portorage etc.

5. An employee travelling by air on tour to foreign countries shall carry his personal baggage within the limit admissible free of cost and no charge, for any extra baggage shall be admissible, except the baggage containing official documents, papers or materials, if any, required to be carried by him.

6. Whenever an officer goes abroad as a state guest, and when the expenses for his accommodation and meals are paid by any Government or international organisation, the daily allowance shall be 20% of the rates admissible to him at the country concerned provided no cash payment is received by him from the host country for his accommodation and meals.

7. For the period not involving the spending of a night at the place of halt, but exceeding 12 hours duration, one-half of the normal rate of daily allowance shall be admissible. Likewise, for period exceeding 6 hours only, one-fourth of the normal rate of daily allowance shall be admissible.

8. Whenever the period of continuous stay at one station exceeds 28 nights, the rate of daily allowance shall be reduced by 10% beyond the period of 28 nights. If the duration of stay exceeds 56 nights, the rate shall be reduced by 15% beyond the period of 56 nights.

9. If an advance is taken for the purpose of hotel expenses, the bill alongwith the supporting paid vouchers must be submitted within one month of return from abroad. The excess amount, if any, of the advance drawn must be refunded in foreign currency.

10. The excess amount, if not refunded in foreign currency, shall have to be paid at double the rate of exchange in local currency for the first default, and for the subsequent defaults, such rate of exchange in the local currency shall be three times.

11. The exchange rate of currency shall be that at which it is obtained from the authorised dealer for the purpose of travelling expenses account and adjustment of advance and refunds thereof.

12. The employees on official tour abroad shall travel by air in tourist or economy class.

## APPENDIX III

[Vide sub-rule (6) of rule 66]

Provisions applicable to the employees proceeding abroad as trainee under any of the foreign technical assistance programmes :

*Note.*—In this appendix, the term 'trainee' shall mean an employee travelling abroad for the purpose of training, observation or study, but shall exclude members of delegation or other employee of the Board deputed abroad on temporary duty in connection with specific official assignments.

- (1) During the period of training abroad as well as the transit time to and from the place of training, the trainee shall be treated as on duty and shall be entitled to the pay and allowances of the post he was holding immediately before proceeding abroad.
- (2) The travelling allowance in Bangladesh shall be admissible under the normal rules from the place of duty to the port or airport of embarkation and *vice versa* on return.
- (3) Passage for both outward and return journeys shall be limited to the scale (first class or tourist) payable by the donor Government or Agency. No liability on account of passage shall ordinarily be accepted by the Board.
- (4) The baggage shall be limited to the free allowance admissible on the air ticket and no extra freight shall be paid for it by the Board.
- (5) The subsistence allowance (or daily allowance) shall be limited to what is payable by the donor Government or Agency and no additional contribution shall be made in this behalf by the Board.
- (6) Other allowances which the donor Government or Agency provides as part of the terms of its offer, for example, outfit allowance, book allowance and similar other allowance shall be payable to the trainees. No contribution shall be made by the Board.
- (7) Unless the period of training is more than one year no trainee shall be permitted to take his family with him. In case of training exceeding one year, such permission may be given by the Board but no payment for passage and other expenses shall be made by the Board. Normally no pay or part of the pay in foreign currency shall be allowed in such cases.
- (8) An employee deputed for training for at least six months abroad, except in India, Burma, Sri Lanka or Pakistan, may be granted an outfit allowance of Taka 1,250 subject to the following conditions, namely:
  - (a) it shall be admissible only once during the entire service of the employee concerned; and
  - (b) it shall not be granted to an employee who draws or has previously drawn, an outfit allowance under any other rules or orders from a foreign Government or Agency.
- (9) Where a training Programme is sponsored by the Board or by Government department, otherwise than under a foreign technical assistance programme, the terms to be granted shall not be more favourable than those specified in this Appendix.
- (10) Where an employee is permitted to go for training abroad under arrangements not sponsored by the Board or Government but with the specific and prior consent of his employing department, and in a field of training which is accepted in writing as relevant and useful for the department, he may be permitted the above terms by the Board, in cases where study leave is not sought or recommended. Where study leave has been granted, the overall terms should not be more favourable than those specified in this Appendix.

## APPENDIX IV

[Vide sub-rule (1) of rule 67]

Authorities which shall exercise the powers of a competent authority for the purposes of rules relating to travelling allowance:

Reference to rules.	Nature of power.	Authority to which the power is delegated.	Extent of power delegated.
1. 57	Power to decide the shortest of two or more routes.	All heads of office.	Full powers for journeys within their jurisdiction.
2. 57	Power to allow mileage allowance to be calculated by route other than the shortest or cheapest.	Ditto	Full powers for journeys within their jurisdiction provided that selection of such route is in interest of the Board.
3. 59	Power to fix the point of commencement or end of a journey.	Ditto	Ditto
4. 59	Power to decide in case of doubt or hardship, the class of steamer accommodation to which an employee is entitled.	Ditto	Full power.
5. 63	Power to define the limits of an employee's headquarters.	Ditto	Ditto
6. 63	Power to decide whether a particular absence is absence on duty.	Ditto	Ditto
7. 66	Power to disallow travelling allowance for a journey to attend compulsory examination if the authority exercising power considers that the candidate has culpably neglected the duty of preparing for it.	Ditto	Ditto

## APPENDIX V

[Vide sub-rule (1) of rule 67]

The officers declared to be the Heads of Office for the purposes of rules relating to travelling allowance:

Sl. No.	Heads of the Office.
1.	Chairman.
2.	Members.
3.	Chief Engineer or Additional Chief Engineer.
4.	Secretary.
5.	Managers.
6.	Superintending Engineers.
7.	Heads of Directorates.
8.	Executive Engineers.

## APPENDIX VI

[Vide sub-rule (1) of rule 67]

Officers declared to be the controlling Officers for the purpose of rules relating to travelling allowances and medical facilities:

Sl. No.	Controlling Officers.	Name of Officers or Staff for whom he is to act as the controlling Officer.
1.	Heads of Offices above the rank of Executive Engineer or Deputy Director.	All officers under them and the staff in their own offices.
2.	Executive Engineers or Deputy Directors.	All subordinate staff under them.

*Note.*—For categories mentioned at Sl. 1 their next superiors will be their Controlling Officer for the purpose of rules relating to travelling allowance and medical facilities.

## APPENDIX VII

[Vide rule 140]

Statement showing the authorities competent to order preliminary inquiry, initiate proceedings, impose penalties and to Decree Appeals.

Sl. No.	Class of posts.	Authority to order preliminary inquiry or to initiate proceedings.	Authority to impose penalty.	Appellate Authority.
1	2	3	4	5
1	Class I	Head of Department/Directorates not below the rank of Chief Engineer/Additional Chief Engineer/equivalent ranks.	Chairman/Member (Admn.) Board	No appeal lies but the Board may review the orders <i>suo moto</i> or on receipt of petition from the accused and also the Government may entertain an appeal where a violation of law or gross injustice has been done.
2	Class II	Chief Engineer/Additional Chief Engineer/General Manager.	Member (Admn.)	Board, where the punishing authority is Chairman.
3	Class III	Head of Department/Office/ Directorates and below the rank of Executive Engineer/equivalent ranks and Administrative Officers.	Chairman  Superintending Engineers, Project Directors, Chief Engineers/Additional Chief Engineers, Deputy Directors and Executive Engineers or Officers of equivalent ranks in respect of their own establishments and within their own jurisdiction.	(a) Chief Engineers in respect of their own establishment and those of Superintending Engineers and Executive Engineers in their jurisdiction.  (b) Superintending Engineers and Project Directors in respect of Executive Engineers in their jurisdiction, and also their own establishment.  (c) Directors in respect of their own establishment.
				(a) Member (Admn.) where the punishing authority is a Chief Engineer or Director, Superintending Engineers or Additional Directors.  (b) Additional Chief Engineers where the punishing authority is Superintending Engineers or Project Director, or Executive Engineers in their jurisdiction.  (c) Chairman/Member (Admn.) where the punishing authority is a Director in their direct charge.



- (a) Next higher authority in case where the punishing authority is Head of Office.
- (b) Head of Office, where the punishing authority is Deputy Director/Deputy Secretary and Administrative Officers.

Heads of Offices

Deputy Directors/Deputy Secretary and Heads of Offices and Administrative Officers, Heads of Offices in respect of their own establishment.

Assistant Directors, Assistant Administrative Officers and equivalent ranks and Section Officers.

4 Class IV

By order of the President  
 S.A. KHAIR  
 Secretary.

Printed by the Officer-in-charge, Bangladesh Government Press, Dacca  
 Published by the Assistant Controller-in-charge, Bangladesh Forum & Publications Office,  
 Dacca.