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GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
MINISTRY OF FINANCE  
Finance Division  
(Rules Unification Cell)

**NOTIFICATION**

Decca, the 8th August, 1979.

No. MF(RU)-1(5)/79/28.-In exercise of the powers conferred by Article 133 of the Constitution of the People's Republic of Bangladesh, and in supersession of all other rules made in this behalf, the Vice President, in exercising the power of the President as delegated to him under President Secretariat, President Division (Public) Notification No. PS/ Admn./ 8(24)/ 78-1569, dated 20th November 1978. is pleased to make the following rules, namely:-

**THE GENERAL PROVIDENT FUND RULES, 1979.**

**Short title and commencement:**

1. 1) These rules may be called the General Provident Fund Rules, 1979.
- 2) They come into force, with effect from the 1st July, 1979.

**Definitions:**

2. 1) In these rules, unless there is anything repugnant in the subject or context-

- a) 'Account Officer' means such officer as may be appointed in this behalf by the Comptroller and Auditor-General of Bangladesh;
- b) 'Children' means legitimate children;

Notes: 1. An adopted child shall be considered to be a child when the Account Officer, or if any doubt arises in the mind of the Account Officer. the Solicitor to the Government is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of natural child, but in this case only.

2. An adopted child is, for the purpose of the Provident Fund Rules, 1979 the child of the adopter and ceases to be the child and dependant of the natural father. In a case in which a person has given his child in adoption to another person and if, under the personal law of the adoptor, the adoption is legally recognised as conferring the status of a natural Child, such a child should, for the purpose of these rules, be considered as excluded from the family of the natural father.

- c) 'Family' means-

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

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

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

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

- d) 'Fund' means the General Provident Fund;

- e) 'Leave' means any variety of leave recognised by the Service Rules for the time being in force;

- f) 'Pay' means pay as defined in the Service Rules and includes leave salary, subsistence grant or any remuneration of the nature of pay received in respect of foreign service;
  - g) 'Sanctioning authority' means an authority specified in sub-rule (I) of rule 13;
  - h) 'Subscriber' means a Government servant who subscribes to the Fund;
  - i) 'Year' means a financial year.
- 2) Any other expression used in these rules but not defined shall have the same meaning as assigned to it in the Provident Funds Act, 1925 (XIX of 1925), or in the Service Rules for the time being in force.
  - 3) Nothing in these rules shall be deemed to have the effect of terminating the existence of the General Provident Fund as heretofore existing.

**Maintenance of the Fund:**

3. The Fund shall be maintained in Bangladesh in Taka.

**Eligibility to join the Fund:**

4. All Government servants who are not required or permitted to subscribe to the Contributory Provident Fund shall be eligible to join the Fund.

Note: A Government servant who has been re-employed on contract after retirement may join the Fund as an optional subscriber.

**Subscribers:**

5. 1) All eligible Government Servants who, before the coming into force of these rules being in Service complete two years continuous service shall join the Fund as compulsory subscriber; and
- 2) All eligible Government Servants who, before the coming into force of these rules have not completed two years of continuous service and who enter service on or after the commencement of these rules shall join the Fund as compulsory sub-subscribers on completion of two years of continuous service:

Provided that a Government servant may, at his option, join the Fund even before the completion of two years service and discontinue subscription to the Fund on attainment of the age of 52 years.

**Nomination:**

6. 1) A subscriber shall, at the time of joining the Fund, send to the Account Officer, a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable, or having become payable, has not been paid:

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

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

- 2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount of share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.
- 3) Every nomination shall be in such one of the Forms set forth in the First Schedule as is appropriate in the circumstances.
- 4) A subscriber may at any time cancel a nomination by sending a notice In writing to the Account Officer:

Provided that the subscriber shall, along with such notice, send a fresh nomination made

ill accordance with the provisions of sub-rules (1) to (3)

- 5) Without prejudice to the provisions of sub-rule (4), a subscriber shall, along with every nomination made by him under this rule, send to the Account Officer a contingent notice of cancellation which shall be in the Form set forth in the Second Schedule.
- 6) Immediately on the occurrence of any event by reason of which the contingent notice of cancellation referred to in sub-rule (5) becomes operative and the nomination to which that notice relates consequently stands cancelled, the 'Subscriber shall send to the Account Officer a fresh nomination made in accordance with the provisions of sub-rules (I) to (3).
- 7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Account Officer.

**Subscriber's Account:**

7. An account shall be prepared in the name of each subscriber and shall show the amount of his subscriptions with interest thereon calculated in the manner specified in sub-rule (2) of rule 12.

**Condition of subscription:**

8. 1) A subscriber shall subscribe monthly to the Fund except during a period of suspension:  
Provided that a subscriber may, at his option, elect not to subscribe during leave:  
Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum, or in instalments, any sum not exceeding the maximum amount of arrear subscriptions permissible for that period.
- 2) The subscriber shall intimate his election not to subscribe during leave in the following manner:-
  - a) if he is an officer who draws his own pay bills, by making no deduction on account of subscription in his first pay bill drawn after proceeding on leave;
  - b) if he is not an officer who draws his own pay bills, by written communication to the Head of his office before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.
- 3) The option of a subscriber intimated under sub-rule (2) shall be final.
- 4) A subscriber who has finally withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal unless and until he returns to duty.

**Rate of subscription:**

9. 1) The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions, namely:-
  - a) it shall be expressed in whole Taka; and
  - b) the minimum rates of subscription to the Fund shall be as follows:

i)	Pay up to Tk. 300 per month	1%	of pay.
ii)	Pay from Tk. 301 to Tk. 500 per month	6%	'
iii)	Pay from Tk. 501 to Tk. 1000 per month	9%	'
iv)	Pay from Tk. 1001 to Tk. 2000 per month	12%	'
v)	Pay exceeding Tk. 2000 per month	15%	'

Note's-Fraction of a Taka shall be rounded to the next higher Taka,

- 2) For the purposes of sub-rule (1), the pay of a subscriber shall be
  - a) in the case of a subscriber who was in Government service on the 30th June of the preceding year, the pay to which he was entitled on that date:  
Provided that-
    - i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his pay shall be the pay to which he was entitled on the first day after his return to duty;
    - ii) if the subscriber was on deputation out of Bangladesh on the said date, or was on leave on the said date and continues to be on leave, and has elected to subscribe

during such leave, his pay shall be the pay to which he would have been entitled had he been on duty in Bangladesh:

- iii) if the subscriber joined the Fund for the first time under rule 5 on a day subsequent to the said date his pay shall be the pay to which he was entitled on such subsequent date;
  - b) in the case of a subscriber who was not in Government service on the 30th June of the preceding year, the pay to which he was entitled on the first day of his service or, if he joined the Fund for the first time under rule 5 on a date subsequent to the first day of his service the pay to which he was entitled on such subsequent date.
- 3) The subscriber shall intimate the fixation of the amount of his monthly subscription each year in the following manner, namely:
- a) if he was on duty on the 30th June of the preceding year, by the deduction which he makes in this behalf from his pay bill for that month;
  - b) if he was on leave on the 30th June of the preceding year and elected not to subscribe during such leave or was under suspension on that date, by the deduction which he makes in this behalf from his first pay bill after his return to duty;
  - c) if he has entered Government service for the first time during the year, or if he is compulsorily required to join the Fund from a particular date under rule 5 or joins the Fund for the first time, by the deduction which he makes in this behalf from his pay bill for the month during which he joins the fund;
  - d) if he was on leave on the 30th June of the preceding year and continues to be on leave and has elected to subscribe during such leave, by the deduction which he causes to be made in this behalf from his salary bill for that month;
  - e) if he was on foreign service on the 30th June of the preceding year, by the amount credited by him into the treasury on account of subscription for the month of July in the current year.
- 4) The amount of subscription so fixed shall remain unchanged throughout the year:
- Provided that if a subscriber is on duty for a part of a month and on leave for the remainder of that month and if he has elected not to subscribe during leave, the amount of the subscription payable shall be proportionate to the number of days spent on duty in the month.
- 5) In the case of re-employed personnel, whose pension on re-employment is wholly or partly held in abeyance, the rate of subscription shall be determined on the pay actually receivable from Government ignoring the amount of pension drawn separately.

**Subscribers on deputation, etc., shall be subject to the rules of the Fund:**

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

**Recovery of subscription:**

11. 1) When pay is drawn from a Government treasury in Bangladesh or from any Bangladesh Mission abroad, recovery of subscription on account of that pay and of the principal and interest of advances shall be made from the pay itself.
- 2) When pay is drawn from any other source, the subscriber shall forward his monthly subscription to the Account Officer.
- 3) If a Government servant fails to subscribe with effect from the date on which he is required to join the Fund under rule 5, the total amount due to the Fund on account of arrears of subscription shall, with interest thereon at the rate provided in rule 12, forthwith be paid by the subscriber to the Fund, or in default, be ordered by the Account Officer to be recovered by deduction from the pay of the subscriber by instalments or otherwise, as may be directed by the authority competent to sanction an advance from the Fund for the grant of which special reasons are required.

### **Interest on deposits:**

12. 1) Subject to the provisions of sub-rule (5) the Government shall pay to the credit of the account of a subscriber interest at such rate as may be determined for each year by the Government.
- 2) Interest shall be credited with effect from the last day in each year in the following manner, namely:-
- on the amount at the credit of a subscriber on the last day of the preceding year, less any sums withdrawn during the current year—interest for twelve months;
  - on sums withdrawn during the current year—interest from the beginning of the current year up to the last day of the month preceding the month of withdrawal;
  - on all sums credited to the subscriber's account after the last day of the preceding year—interest from the date of deposit up to the end of the current year;
  - the total amount of interest shall be rounded to the nearest whole Taka (fifty paisa counting as the next higher Taka):

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

- 3) In this rule, the date of deposit shall, in the case of a recovery from pay, be deemed to be the first day of the month in which it is recovered; and in the case of an amount forwarded by the subscriber, the date of deposit shall be deemed to be the first day of the month of receipt, if it is received by the Account Officer before the fifth day of the month, but if it is received on or after the fifth day of that month, the first day of the next succeeding month.
- 4) In addition to any amount to be paid under rules 20 and 21 interest thereon up to the end of the month preceding that in which the payment is made shall be payable to the person to whom such amount is to be paid:

Provided that where the Account Officer has intimated to that person or his agent a date on which he is prepared to make payment in cash, or has posted a cheque in payment to that person, interest shall be payable only up to the end of the month preceding the date so intimated or the date of posting the cheque, as the case may be.

- 5) Interest shall not be credited to the account via subscriber if he informs the Account Officer that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the first day of the year in which he asks for it; and in the event of his written intimation to forego the interest already accrued on his deposits and credited to his account, the amount of interest accrued shall be adjusted by debit to his Provident Fund Account and contra credit to the head '22 Interest' or 'XX—Interest'.
- 6) The interest on amounts which under any provision of these rules are replaced at the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively determined under sub-rule (1) and so far as may be in the manner provided in this rule.

### **Advances from the Fund sanctioning authority:**

13. 1) An advance may be granted to a subscriber from the amount standing to his credit in the Fund by the following authorities, namely:-
- advances other than those for the purpose of housing and those on special considerations may be sanctioned by the Head of Department, where the applicants are gazetted officers; and where the applicant himself is the Head of Department, the advance shall be sanctioned by the Government. In the cases of non-gazetted Government servants, the advance shall be sanctioned by the Head of the office in which the applicant is employed. If, however, any officer lower than the Head of the office is the appointing authority of the applicant, the advance may be sanctioned by the appointing authority;
  - advances for housing purposes and on special considerations shall be sanctioned by the authority next above those mentioned in clause (a):

Provided that the Head of the Department may sanction such advance to the officers subordinate to him and the Government shall sanction such an advance to the Head of the Department;

- c) non-refundable advance under sub-rule (9) shall not be sanctioned by any authority lower than the Head of the Department and the Government shall sanction non-refundable advance to Heads of Department.

**Object of advances:**

- 2) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it and that it will be spent on the following object or objects and not otherwise:-
- a) to pay expenses incurred in connection with the prolonged illness of the applicant or any person actually dependent on him.
- Note: In this clause, the expression 'dependent' means the members of the family and includes parents, minor brothers, unmarried sisters, and where no parent is alive, paternal grandparents:
- b) to pay for overseas passage for reasons of health or education of the applicant or any person actually dependent on him;
- c) to pay obligatory expenses on a seals appropriate to the applicant's status in connection with marriages, funerals or ceremonies which according to the religion or social custom its incumbent on the applicant to perform;
- d) to pay premium towards a policy of life insurance;
- e) to pay for the purchase of a plot of land for residential purpose or for construction of a residential house or for the purchase or repair of a residential house, or for repayment of a private loan taken for the purposes specified in this clause;
- f) to pay expenses for performing Haj for the first time by a Muslim subscriber;
- g) to payoff deferred dower claimed by the wife of a Muslim subscriber subject to the following conditions, namely:-
- i) if the subscriber had taken advance for marriage expenses once, he shall not be allowed advance for dower again later on;
- ii) the amount of advance shall not exceed the limits laid down in sub-rule (3) or the actual amount of the dower fixed, whichever is less, a proof of which shall be produced by the subscriber;
- iii) the subscriber shall produce evidence within one month of the drawal of the advance that he had actually paid the dower failing which the amount advanced shall be recovered in lump sum.

**Amount of advance:**

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

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

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

**House Building Advance:**

- 5) The following conditions shall regulate the grant of advance for the purpose of housing mentioned in clause (e) 01 sub-rule (2), namely:-

- a) the amount of advance shall not exceed 36 months' pay of the subscriber or 80% of the amount standing to his credit in the Fund, whichever is less:

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

- b) not more than one advance shall be allowed for construction of a house on the same plot but advance for repair may be allowed for the same house, after the first advance with interest thereon has been fully repaid;
- c) subject to the following conditions, not more than one advance shall be allowed for repairing of the same house, namely:-
  - i) the repairs are required to make the house habitable;
  - ii) they are not in the nature of ordinary repairs; and
  - iii) they involve an outlay larger in comparison with the value of the house;
- d) the advance must be required for the bona fide purpose of suitable personal residence of the subscriber at the station of his posting or at a place where he wishes to settle after retirement;
- e) the advance shall generally be drawn by instalments the amount of each instalment being such as is likely to be required for expenditure in the next three months. The advance may, however, be allowed in one instalment if the sanctioning authority is satisfied that the full amount will be required all at once;
- f) an advance for payment of private loan taken for the purchase of land for building a house or for the purchase of a house or for repairing of the same shall not be sanctioned unless the loan was taken not more than 12 months before the date of receipt of the application for the advance and that the sanctioning authority is satisfied about the genuineness of the loan, its amount and the money actually necessary to repay it.

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

- g) the applicant must satisfy the sanctioning authority regarding the title of the property in respect of which the advance has been prayed for but it need not be mortgaged to the Government.
- h) in case the land or the house is sold or otherwise alienated by the subscriber before the advance is fully repaid, the subscriber shall forthwith repay into the Fund the unpaid balance of the advance together with the interest accrued on the advance in a lump sum.

Notes: 1. The property already mortgaged to Government against advance taken from the General Provident Fund under the rules hitherto in force may now be released to the subscriber concerned.

- 2. The condition laid down in clause (g) does not preclude the grant of an advance to a person who does not possess full proprietary rights in the land upon which he intends to build a house, provided the sanctioning authority is satisfied that the applicant has a lease of which the unexpired portion is of terms and value sufficient to justify the grant of the advance;
- 3. The applicant's title to the property shall be examined by the sanctioning authority before the advance is actually paid, if necessary, in consultation with the Revenue or Registration authorities or, if technical legal advice is necessary, the law officers of the Government. In the case of a house building advance or repairing advance, it shall be seen that the applicant has undisputed title to the land or, as the case may be, the building and, in the case of purchase of land or building the applicant shall acquire full title on execution or registration of the instrument of sale.

- 6) Application for advance shall be made in the form specified in the Third Schedule through the applicant's official superior who shall record his opinion as to the necessity for the advance prayed for and the amount necessary for the purpose.
- 7) The sanctioning authority shall record in writing in the sanctioning order the reason for granting the advance and, in fixing the amount of advance, the sanctioning authority shall pay due regard to the amount standing at the credit of the subscriber in the Fund.

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

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

- 9) A non-refundable advance may be granted by the sanctioning authority to a subscriber who has attained the age of 52 years from the amount standing to his credit in the Fund for any bona fide purpose including that for purchasing agricultural land and, when such advance is granted, no recovery thereof shall be made from the subscriber and the amount advanced shall be treated as part of the final payment of the amount standing to the credit of the subscriber when the final payment becomes due. The amount of non-refundable advance shall not exceed 80% of the total amount standing to the credit of a subscriber at the time of the grant of advance. Such a non-refundable advance may be granted more than once within 80% of the amount standing to the credit of the subscriber each time.

As a non-refundable advance is considered to be a part of final payment, it may be granted in one instalment even for the housing purpose.

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

#### **Recovery of advance and its interest:**

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

- 2) Recovery shall be made in the manner provided in rule 11 for realisation of subscriptions, and, except in respect of advance for construction of a house, it shall commence on the first occasion after the advance is made on which the subscriber draws pay, or remuneration on foreign service, for a full month.

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

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

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

Notes: 1. Vacation combined with leave shall be treated as leave.

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

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

- 6) a) After the principal of the advance has been fully repaid, interest shall be paid there on at the rate of 5 % per annum on the principal calculated on monthly basis (broken portion of a month being taken as a month) for the period between the drawal and complete repayment of the principal:

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

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

- 7) If an advance has been granted to a subscriber and drawn by him and the advance is

subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn shall, with interest at the rate provided in rule 12, forthwith be repaid by the subscriber to the Fund or in default, be ordered by the Account Officer to be recovered by deduction from the pay of the subscriber by instalments or otherwise, as may be directed by the sanctioning authority:

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

- 8) Recoveries made under this rule shall be credited as they are made to the subscriber's account in the Fund.

**Payment towards Insurance Policies:**

15. Subject to the conditions hereinafter contained, the amount standing to the credit of a subscriber in the Fund or a portion thereof may be withdrawn to meet a payment towards a policy of Life Insurance:

Provided that amounts withdrawn shall be rounded to the nearest whole Taka: Provided further that no amount shall be withdrawn-

- a) before the details of the proposed policy have been submitted to the Account Officer and accepted by him as suitable, or
- b) to meet any payment towards a policy effected more than twelve months before the withdrawal, or
- c) in excess of the amount required to meet a premium actually due for payment within six months of the date of withdrawal, or
- d) to meet any payment in respect of a policy due for maturity in whole or part before the subscriber attains the age of 52 years, or
- e) in respect of a policy assigned, surrendered or converted into a paid-up policy or the terms of which have been altered or which has been exchanged for another policy without prior consent of the Account Officer.

**Account Officer to be satisfied as to payments towards insurance policy:**

16. 1) Before withdrawing any amount under rule 15, the subscribers shall send to the Account Officer within such period as the Account Officer may require, a declaration to the effect that he has neither assigned, surrendered nor converted the policy into a paid-up policy and that the terms of the policy have neither been altered nor has it been exchanged for another policy.
- 2) In order to satisfy the Account Officer that the amount withdrawn was duly utilised for the purposes specified in rule 15, receipts of the Insurance authority or certified copies of such receipts shall be sent to the Account Officer.
- 3) The Account Officer shall order the recovery of any amount withdrawn in respect of which he has not been satisfied in the manner required by sub-rules (1) and (2), with interest there on at the rate provided in rule 12 from the pay of the subscriber and place it to the credit of the subscriber in the Fund.

**Government not to pay on behalf of the subscriber to the Insurance authority:**

17. 1) The Government shall not make any payment on behalf of the subscriber to the Insurance authorities nor take steps to keep a policy alive.
- 2) A policy to be acceptable under these rules shall be one effected by the subscriber himself on his own life or on the joint lives of the subscriber and the subscriber's wife or husband, as the case may be, and the policy may not be effected for the benefit of any beneficiary other than the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them:

Provided that the subscribers who took out policies under the Provident Fund Rules previously in force, shall remain subject to the provisions of those rules in so far as policies so taken out are concerned.

**Policy to be sent to the Account Officer for acceptance:**

18. 1) The policy, within three months after the first withdrawal from the Fund in respect of the policy, or in the case of an Insurance authority whose headquarters are outside Bangladesh, within such further period as the Account Officer may fix, shall be sent to the Account Officer for acceptance. The Account Officer shall return the policy to the subscriber after its acceptance.
- 2) Once a policy has been accepted by the Account Officer for the purpose of being financed from the Fund, the terms of the policy shall not be altered, nor shall the policy be exchanged for another policy without the prior consent of the Account Officer to whom details of the alternation or of the new policy shall be furnished.
- 3) If the policy is not sent for acceptance within the said period of three months or such further period as the Account Officer may, under sub-rule (1) have fixed' or if the policy lapses, any amount withdrawn from the Fund in respect of the policy shall, with interest thereon at the rate provided in rule 12, forthwith be paid by the subscriber to the Fund, or, in default, be ordered by the Account Officer to be recovered by deduction from the pay of the subscriber, by instalments or otherwise as may be directed by the sanctioning authority.

**Re-assignment of policy:**

19. The policy of a subscriber assigned to the President or Governor under any rules existing before the coming into force of these rules shall now be reassigned and made over to the subscriber or to the subscriber and the joint assured, as the case may be, in the form set forth in the Fourth Schedule together with a signed notice of the reassignment addressed to the Insurance authority.

**Final withdrawal of accumulation in the Fund:**

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

Provided that if after receiving the payment, the subscriber returns to duty on reinstatement or reemployment before attaining the age of 52 years, the amount of provident fund money already received by him shall, if so required by the sanctioning authority, be refunded to the Fund together with interest at the rate provided in rule 12 in the manner as directed by that authority.

**Payment due on the death of the subscriber:**

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

- 1) when the subscriber leaves a family-
  - a) if a nomination made by the subscriber in accordance with the provisions of rule 6 or of the corresponding rule heretofore in force in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;
  - b) if no such nomination in favour of a member or members of his family subsists, or if such a nomination subsists, but the nomination becomes void and of no effect under section 5 (1) (b) of the Provident Funds Act, 1925, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares:

Provided that, if there is any member of the family other than those specified below, no share shall be payable to-

- a) sons who have attained legal majority but are not otherwise bodily or mentally infirm and disabled to earn a livelihood;
- b) sons of a deceased son who have attained legal majority, but are not otherwise bodily or mentally infirm and disabled to earn a livelihood;

- c) married daughters whose husbands are alive, but are not otherwise deserted and are maintained by the husbands;
- d) married daughters of a deceased son whose husbands are alive, but are not otherwise deserted and are maintained by the husbands:

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (a) of the first proviso.

- 2) When the subscriber leave no family, if a nomination made by him in accordance with the provisions of rule 6 or of the corresponding rule heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the nomination.

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

- 2. When a nominee is a dependant of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of the Act.
- 3. When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 6 subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub-clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

#### **Payment:**

- 22. 1) When the amount standing to the credit of a subscriber in the Fund becomes payable, it shall be the duty of the Account Officer to intimate the subscriber or, his nominee or his heirs that the amount standing at the credit of the subscriber is due for payment and shall make payment in the manner provided in section 4 of the Provident Funds Act, 1925.
- 2) If the person to whom, under these rules, any amount is to be paid or policy is to be reassigned or delivered under rule 19, is a lunatic for whose estate a manager has been appointed in this behalf under the Lunacy Act, 1912, the payment or reassignment or delivery shall be made to such manager and not to the lunatic.
- 3) Any person who desires to claim payment under this rule shall send a written application in that behalf to the Account Officer. Payment of amounts withdrawn shall be made in Bangladesh and in Taka only.

Notes: 1. When the amount standing to the credit of a subscriber has become payable under rule 20 and 21, the Account Officer shall authorise prompt payment to that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

- 2. In the absence of any nomination or a valid nomination, when the amount standing to the credit of a deceased subscriber in his account in the Fund is Taka 5,000 or less, the amount may be paid after proper enquiry to the heir of such subscriber who appear to the Account Officer to be otherwise entitled to receive it.
- 3. It is inconsistent with section 3(1) of the Provident Funds Act, 1925, for the Government to deduct any amount due to them by a subscriber from his, accumulation in the Fund at the time of his retirement or from undisbursed fund accumulation payable to a subscriber's nominee or heirs in the event of the subscriber's death in service or after retirement, as the case may be. The best course would be to treat the repayment as a second transaction.

#### **Transfer from C.P. Fund:**

- 23. 1) If a Government servant who is a subscriber to a Government Contributory Provident Fund is permanently transferred to a pensionable service under the Government, he shall, at his option, be entitled for that service, either-
  - a) to continue to subscribe to the Contributory Provident Fund in which case he shall not be

entitled to any pension or to subscribe to the General Provident Fund, or

- b) to count his service for pension, in which case he shall cease to subscribe to the Contributory Provident Fund and begin to subscribe to the General Provident Fund. The entire amount standing to his credit in his Contributory Provident Fund account representing both of his own subscription as well as Government's contribution together with interest thereon shall be credited to his General Provident Fund Account and the period of his service after transfer shall count for pension. If, however, in any case, it is decided by the Government on special consideration to count also the period of his past service during which he subscribed to the Contributory Provident Fund, only the amount of his own subscription to the Contributory Provident Fund together with interest thereon standing to his credit in that fund shall be transferred to the credit of his Fund Account and the amount of contribution by Government with interest thereon shall be repaid to the Government and credited to the General Revenues.
- 2) A subscriber shall communicate his option under sub-rule (1) by a letter to the Account Officer within six months of the date of order transferring him permanently to pensionable service; and if the communication is not received in the Office of the Account Officer within that period, the subscriber shall be deemed to have exercised his opinion to continue to subscribe to the Contributory Provident Fund.

#### **Admission to Government Contributory Fund:**

24. If a subscriber to the Fund is subsequently admitted to the benefits of a Government Contributory Provident Fund, the amount of his subscription, together with interest thereon, shall be transferred to the credit of his account in the Contributory Provident Fund. The period during which he will get the benefit of Contributory Provident Fund will not count for pension.

#### **Procedure rules:**

25. All sums paid into the Fund under these rules shall be credited in the books of Government to an account named 'The General Provident Fund'. Sums of which payment has not been taken within six months after they become payable under these rules and intimated by the Account Office shall be transferred to 'Deposits' at the end of the year and treated under the ordinary rules relating to deposits.

#### **Subscriber's Account number:**

26. When paying a subscription either by deduction from pay or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Account Officer. Any change in the number shall similarly be communicated to the subscriber by the Account Officer.

#### **Statement of the subscriber's account:**

27. 1) As soon as possible after the close of each year, the Account Officer shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1st day of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 30th June of the year and the closing balance on that date. The Account Officer shall attach to the statement of account an enquiry whether the subscriber-
  - a) has sent a nomination or desires to make any alternation in any nomination already made under rule 6 or under the corresponding rule here to before in force;
  - b) has acquired a family, in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to sub-rule (1) of rule 6.
- 2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors shall be brought to the notice of the Account Officer within six months from the date of receipt of the statement.
- 3) The Account Officer shall, if required by a subscriber, once in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written-up.

THE FIRST SCHEDULE

Forms of Nomination.

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

I hereby nominate the person mentioned below who is a member of my family as defined in the General/Contributory Provident Fund Rules, 1979, to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable, has not been paid:

Name and address of nominee.	Relationship with the Subscriber.	Age.
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Dated this. . . . . day of . . . . . 19 . . . . .  
at . . . . .

Signatures, designations and addresses of two witnesses:

- (1) . . . . .
- (2) . . . . .

*Signature of subscriber.*

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

I hereby nominate the persons mentioned below, who are members of my family as defined in the General/Contributory Provident Fund Rules, 1979, to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Name and address of nominee.	Relationship with the Subscriber.	Age.	*Amount or share of accumulation to be paid to each.
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Dated this. . . . . day of . . . . . 19 . . . . .  
at . . . . .

Signatures, designations and addresses of two witnesses:

- (1) . . . . .
- (2) . . . . .

*Signature of subscriber.*

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

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

I, having no family as defined in the General/Contributory Provident Fund Rules 1979 hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable, has not been paid:

Name and address of nominee.	Relationship with the Subscriber.	Age.
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Dated this . . . . . day of . . . . . 19 . . . . .  
at . . . . .

Signatures, designations and addresses of two witnesses:

(1) . . . . .

(2) . . . . .

*Signature of subscriber.*

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

I, having no family as defined in the General/Contributory Provident Fund Rules, 1979, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Name and address of nominee.	Relationship with the Subscriber.	Age.	*Amount or share of accumulation to be paid to each.
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Dated this . . . . . day of . . . . . 19 . . . . .  
at . . . . .

Signatures, designations and addresses of two witnesses:

(1) . . . . .

(2) . . . . .

*Signature of subscriber.*

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

**THE SECOND SCHEDULE**

**Form of contingent notice of cancellation.**

Without prejudice to my right under the General/Contributory Provident Fund Rules, 1979, to cancel the nomination made by me on ----- whenever I think fit, I hereby give notice that in the event of the person/any of the persons nominated thereunder predeceasing me, or in the event of my hereafter acquiring a family as defined in the said Rules, the said nomination shall forthwith stand cancelled.

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

at .....

Signatures, designations and addresses of two witnesses:

(1) .....

(2) .....

*Signature of subscriber.*

**THE THIRD SCHEDULE**

**Form of Application for an Advance from the General Provident Fund**

To

Sir,

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

Your obedient servant,

Dated -----

Station -----

Signature -----

Designation-----

Address-----

**QUESTIONS.**

**ANSWERS.**

1. What was the amount at your credit on the preceding 30th June? (To be supported by the last account slip, in original, furnished by the Accountant- General, Bangladesh, which will be returned after examination).
2. What are the reasons for which the advance is required? (If lengthy they should be stated separately).
3. What is your present pay?
4. (a) Has any advance been previously taken?
  - b) If so, have all advances been completely repaid?
  - c) If so, when as the last repayment instalment (including interest) repaid?
  - d) If previous advances have not been completely repaid, how many more instalments are due?
5. In how many instalments (including interest instalment) do you propose to repay the advance?
6. Do your deposits in the Fund carry any interest?

Recommendation of Superior Officer.

Signature -----

Designation -----

**THE FOURTH SCHEDULE**

**Form of reassignment by the President**

The President of the People's Republic of Bangladesh does hereby reassign the within policy to Mr./  
Mrs./ Miss ..... Dated this. ....  
..... day of ..... 19 ..... Executed by .....  
..... Account Officer of the Fund for  
and on behalf of the President in the presence of-

*(Signature of the Account Officer)*

(One witness who should add his designation and address)

.....

By order of the Vice-President  
S. A. KHAIR  
Secretary  
Ministry of Finance.