

APPENDIX - B

Travel Allowance (T/A) and Daily Allowance (D/A) Rules

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Rural Power Company Limited

Travel Allowance (T/A) and Daily Allowance (D/A) Rules

1.0 Travel Allowance Rules

1.1 Short Title and Application

- (a) These rules shall be called the “**Travel Allowance and Daily Allowance Rules of Rural Power Company Limited (RPCL)**”.
- (b) These rules shall apply to all employees of the Company.

1.2 Commencement

These rules shall be effective from the date of approval by the Company Board.

1.3 Definitions

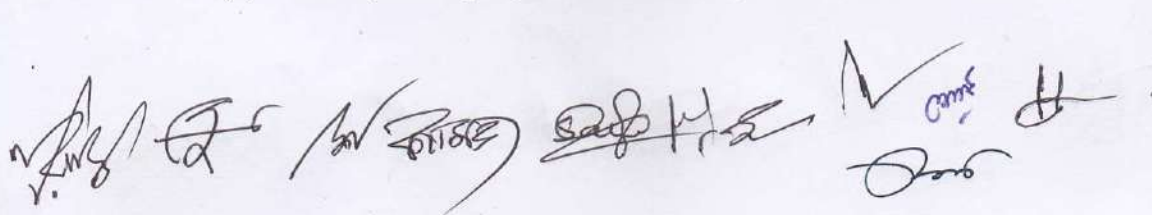
In these rules, unless there is anything repugnant in the subject or context :

- (a) “**Company**” means Rural Power Company Limited
- (b) “**Competent Authority**” means any officer appointed by the company to exercise any authority to discharge any responsibility under these rules.
- (c) “**Employee**” means an officer or staff employed on contractual basis(including probationer) in the approved post of the company.
- (d) “**Expensive Places**” means Dhaka, Chittagong, Khulna, Rajshahi, Barishal, Rangpur, Sylhet, Narayangonj, Gazipur City Corporation Area and Savar Municipality Area or any other places declared by government from time to time.
- (e) “**Non-expensive Places**” means places other than Expensive Places.

2.0 Purposes of Travel

An employee of the Company may be allowed to draw travel and daily allowance in respect of journeys performed for the following purposes :

- (a) on officially assigned tour ;
- (b) on transfer ;
- (c) to give evidence in a Court of law on Company Affairs ;
- (d) for any other purpose authorised by the Competent Authority.

 Page - 1 of 9

3.0 Classification of Employees

Classifications of employees for the purpose of travel and daily allowance are as follows :

Category of Employees	Pay Grade
A	1 & 2
B	3 to 5
C	6 to 8
D	9 to 10
E	11 to 20

4.0 Types of Transport and the Rate of Travel Allowance

4.1 Travel by Road

The employee's shall be eligible for travel by Road as detailed below :

Category of Employees	Entitled Class	Fare Entitlement	Remarks
A	Air Conditioned Executive Class	Actual X 2	Local travel fare entitlement should be at actual.
B	Air Conditioned Executive Class	Actual X 2	
C	Air Conditioned Economy Class	Actual X 2	
D	Non-AC Executive Class	Actual X 2	
E	Non-AC	Actual X 2	

4.2 Travel by Railway

The entitlement of employee's for travel by Rail is stated below :

Category of Employees	Entitled Class	Fare Entitlement	Remarks
A	Air Conditioned/Sleeper class, if not available, then available higher class	Actual X 1.8	Local travel fare entitlement should be at actual.
B	Same as above	Actual X 1.8	
C	First class, if not available, then available higher class	Actual X 1.8	
D	Same as above	Actual X 1.8	
E	Second class or equivalent (if there are two classes, then the lower class)	Actual X 1.8	

4.3 Travel by Waterway

The travelling entitlement for journey by Watercraft is stated below :

Category of Employees	Entitled Class	Fare Entitlement	Remarks
A	Air Conditioned first class, if not available, then available higher class	Actual X 1.8	Local travel fare entitlement should be at actual.
B	Same as above	Actual X 1.8	
C	First class, if not available, then available higher class	Actual X 1.8	
D	Same as above	Actual X 1.8	
E	Second class or equivalent (if there are two classes, then the lower class)	Actual X 1.8	

4.4 Travel by Air

The travelling allowance by Air is stated below :

a. Domestic

Category of Employees	Entitled Class	Other Entitlement	Remarks
A	Managing Director-Business Class Executive Director-Economy Class	i) Actual fare plus 20 % of the said fare and daily allowance at the rate of 50 % for the days of set off travel & return from travel. ii) Travel tax, boarding tax etc. shall be provided at actual.	Local travel fare entitlement should be at actual.
B	Economy Class		
C	Not eligible		
D	Not eligible		
E	Not eligible		

Note : In special cases, considering the greater interest of the company, the competent authority may allow any employee to travel by air.

b. Overseas :

Category of Employees	Entitled Class	Other Entitlement	Remarks
A	Business Class	All other travel related expenses like application fee, visa processing fee, travel tax, embarkation and boarding fee(s), taxi fares etc. are payable by the company .	For local travel the fare entitlement should be at actual.
B	Economy Class		
C	Economy Class		
D	Economy Class		
E	Economy Class		

5.0 Daily Allowance (within the country)

Subject to strict compliance of the other provisions of this rules, if an employee travels a minimum of 30 (thirty) kilometers or more from his normal work place and he remains away for at least 08 (eight) hours the following daily allowance will be given :

Category of Employees	Expensive Places	Non-Expensive Places
A	Tk. 2,000.00	Tk. 1,500.00
B	Tk. 1,600.00	Tk. 1,250.00
C	Tk. 1,200.00	Tk. 900.00
D	Tk. 800.00	Tk. 600.00
E	Tk. 600.00	Tk. 400.00

The competent authority may, on special consideration, allow the appropriate daily allowance even when an employee travels less than 30 (thirty) kilometers from his normal work place.

The Daily Allowance (per diem) is applicable only if an employee chooses to make his / her own arrangements for Accommodation. Accommodation expenses can be claimed based on eligibility criteria of this rule.

5.1 If any employees stays out of his/her headquarters for more than 30 (thirty) days but not more than 60 (sixty) days , he/she shall be entitled to receive the daily allowance at the following rates :

- a) Full rate for first 30 (thirty) days; and
- b) Half rate for the rest of the days.

5.2 In the districts of Rangamati / Khagrachari/ Bandarban Hill Tracts, the Travel Allowance and Daily Allowance (for non-expensive area) shall be admissible at double the specified rate mentioned in rule 5.0.

5.3 Additional 50% (fifty percent) Daily Allowance shall be admissible at the rate mentioned in rule 5.0 in case of Training.

6.0 Accommodation Allowances in Case of Rental Accommodation

If an employee while on travel does not acquire an accommodation in any rest house, circuit house, or guest house managed or owned by the company or any local authority, he/she will be entitled to obtain accommodation allowances as specified below :

Category of Employees	Accommodation Cost not exceeding the amount stated as below	
	(Actual hotel rent without lunch and dinner)	
	Expensive Places	Non Expensive Places
A	Tk. 7,000.00	Tk. 5,000.00
B	Tk. 6,000.00	Tk. 4,000.00
C	Tk. 4,000.00	Tk. 2,500.00
D	Tk. 2,500.00	Tk. 2,000.00
E	Tk. 1,500.00	Tk. 1,200.00

Provided that in this case the employee will be required to submit the actual bill of the accommodation along with the travel expense claim.

In order to get the reimbursement, the employee will be required to give a declaration that he/she has not stayed in any rest house or guest house managed or owned by the company due to non- availability of accommodation.

If an employee stays in any rest house, circuit house, or guest house managed or owned by the company or any local authority (free of cost) he/she will get the Daily Allowance as specified in Rules 5.0 above. In this case rest house, circuit house or guest house rent shall be reimbursed at actual.

7.0 Travel Allowance on Transfer

(a) An employee transferred from one station to another shall be entitled to draw travel allowance on the following basis :

Sl. No.	Types of Travel	Entitlement
1.	Train/Steamer /watercraft	i. Three fare for himself/herself ii. One fare for each adult member of his/her family accompanying him/her (not more than three members including spouse)
2.	Road Transport	i. Two actual fares for his/her eligible class ii. One actual fare for each family members accompanying him/her (not more than three members including spouse)
3.	Air	One fare for himself/herself eligible class

- (b) An employee on transfer shall be entitled for transportation of personal effect and carriages as per following rates :

Category of Employees	Travel himself/ herself (KG)	Travel with Family (KG)	Rate of Packing Charge (in Takas)
A	1500	2300	2500.00
B	800	1200	2000.00
C	600	900	1500.00
D	500	700	1000.00
E	300	400	700.00

- (c) Every employee shall be entitled to obtain 2.50 (two taka and fifty paisa) taka for transportation of 100 KG goods (personal effect) per 01 Kilo-meter.

8.0 Journey to Appear as Witness in Court etc.

An employee summoned to give evidence in any civil or criminal case or to any other authority for Company's purposes shall be entitled to travel allowance as for a journey on tour.

Provided that, if the employee receives any payment to meet his/her travelling expenses from the authority who summoned him/her, then he can't claim the travel allowance from the Company.

9.0 International Travel Accommodation Cost, Cash Allowance and Internal Transportation Expenses

Country Groups for International Travel

For the purpose of entitlement of allowances in case of international travel, the countries of the world have been grouped as follows :

Group -1 : Japan, Singapore, South Korea, China, Hongkong, Bahrain, Qatar, United Arab Emirates, Saudi Arabia, Iran, Kuwait, Australia, Canada, United States of America, Brazil, Mexico, Russia, United Kingdom, Switzerland, France, Belgium, Italy, Sweden, Germany, Greece, Netherland, Portugal, Spain, Turkey and others country of Europe, Oceania, North & South America.

Group- 2: Uzbekistan, Jordan, Iraq, Lebanon, Philippines, Thailand, Indonesia, Myanmar, Maldives, Oman, India, Pakistan, Malaysia, Kenya, Mauritius, Sudan, Sierra Leone, South Africa, Egypt, Libya, Morocco and other countries of Africa and Middle East.

Group- 3 : Nepal, Vietnam, Bhutan, Sri Lanka, Afghanistan and other Asian Countries.

Note : Employees are encouraged to use mass public transportation service wherever possible whenever they are in abroad.

The entitlement of Accommodation Cost & Cash Allowance or Comprehensive Allowance for employees on board shall be based on the following guidelines :

Category of Employee	Allowances (USD) and Group of Country								
	Group- 1 countries			Group- 2 countries			Group- 3 countries		
	Accommodation Cost up to	Cash Allowance (Per diem)	Comprehensive Allowance	Accommodation Cost up to	Cash Allowance (Per diem)	Comprehensive Allowance	Accommodation Cost up to	Cash Allowance (Per diem)	Comprehensive Allowance
A	280	101	263	230	87	215	196	87	196
B	246	91	231	196	77	196	165	77	178
C	196	91	215	165	77	178	150	77	165
D	165	77	178	150	64	150	116	64	131
E	150	65	170	140	60	135	110	50	130

An employee will be required to submit the original bill in support of the Accommodation Cost if he/she avails both Accommodation Cost Allowance and Cash Allowance Rule facilities.

Meals and incidental hotel expenses (e.g. mini bar, taxi fare, tips and etc.) will be paid by the employee from his/her Cash Allowance (per diem) stated above..

An employee may be allowed to avail either both Accommodation Cost Allowance and Cash Allowance (per diem) Rule facilities **or** only Comprehensive Allowance Rule facility at his/her convenience.

10.0 International Travel Transit Allowance

During the transit period, an employee will be entitled to receive 25% (twenty five percent) of the Comprehensive Allowance as Transit Allowance for every night's stay in transit. In addition to this, for every airport entrance and exit he/she will be entitled to 10% (ten percent) of the Comprehensive Allowance or actual expenses (upon production of actual bill) whichever is higher, as embarkation/terminal fees.

11.0 Air Travel Insurance

If an employee does not have any insurance coverage relating to the risk that may arise from air travel and declares the same, the company at its cost will arrange insurance policy coverage for him/her.

12.0 Time limit for submission of Travel expenses claim

The travel expenses claim is to be submitted within 15 (fifteen) days after returning to the work place on completion of the travel. The competent authority may extend the time limit for submission of the bill up to 30 (thirty) days.

In case of transfer, the bill is to be submitted within 15 (fifteen) days from the date of his/her handover of the charge or being released from the duty. The competent authority may, in case of some special cases, extend the time limit for submission of the bill by another 15 (fifteen) days.

13.0 Approval for Travel

All travel must be approved prior to travel by the Competent Authority.

14.0 Travel Start and End Points

Unless otherwise determined by the competent authority, the employee's normal work place will be considered as the travel start point and the travel end point.

15.0 Travel Advance

The competent authority may issue advance to an employee applied in a prescribed form up to 75% of his/her estimated travel expenses which however must be adjusted within a maximum period of 1 (one) month after completion of his/her travel. Without adjusting the previous advance, no employee shall be issued further advance except under special cases as considered by the competent authority.

16.0 Cancellation of Reservation

If the nominated employee for tour is required to cancel the reservation due to change in travel schedule, and as a result of this cancellation any amount is deducted, the competent authority considering the merit of the circumstances of the cancellation, may allow the deducted amount to be a part of the travel allowance. After cancellation of reservation, if the journey is not undertaken only the deducted amount arising from the cancellation of the reservation will be reimbursed to the employee.

17.0 Travel Expense Claim Form

All travel expenses claim must be submitted using the company's prescribed standard travel expense claim form.

18.0 Competent Authority to Approve Travel Expenses Claims

For the purpose of the provisions under these rules, the authority exercising the powers of the competent authority shall be the same as specified in the Delegation of Authority.

The duties of the competent authority before signing or countersigning travel expenses claim are :

- (i) to scrutinise the necessity, frequency and duration of travel and halts for which travel and daily allowance is claimed, and to disallow the whole or any part of the travel allowance claimed for any trip or halt, if he/she considers that the journey was unnecessary or unduly protracted or that the halt was of excessive duration ;
- (ii) to scrutinise carefully the distance entered in the travel allowance bill ;
- (iii) to satisfy that fares for journeys by Rail/Steamer has been claimed at the rate applicable to the class of travel actually used ;

- (iv) to ensure that the travel allowances claimed are fully in accordance with the travel rules stated in this chapter ;
- (v) to observe any subsidiary directives or orders which a competent authority may issue for his guidance.

The competent authority may make necessary adjustment as per the provision of the Service Rules in the expense claims submitted by an employee. No travel allowance shall be payable unless it is approved by the competent authority.

19.0 In Case of Incompleteness or Ambiguity

In case of incompleteness or ambiguity in these Travel Rules, the Managing Director will provide the appropriate decision. If required, the Managing Director may refer the matter to the Board for appropriate decision.

20.0 Amendments to the Rules

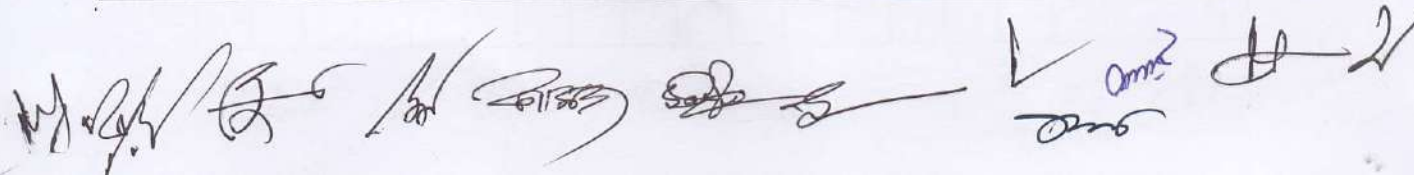
The Company reserves the right to amend, abrogate, modify and revise any or all clauses of these rules depending on market practices or exigencies of business.

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Rural Power Company Limited
Travel/Daily Allowance Advance Form

Date:

Name:		Designation:		Pay Grade :	
Department/Office/Power Plant:			Employee ID:		
Description of Travel					Amount (in Taka)
a. Date of Travel :		b. Purpose of Travel:			
c. Trasport Fare:		i. to			
		ii. Types of Transport		Class	Fare Entitlement
		iii. Times of Fare Entitlement			
Total Travel Expense					
d. Daily Allowance :		No of Days	Rate	Amount (in Takas)	
		Departure.....			
		Arrival.....			
		Stay:-.....to			
Total Daily Allowance (Amount)					
e. Transportation expenses for transfer					
f. Total Amount (c+d+e)					
g. Total Claimed Advance (75% of Srl. f)					
In Words:					
Sign of Applicant:					
Sign & Seal of Controlling Officer:			Sign & Seal of Department Head/Head of Office		
For the Use of Finance Department					
Outstanding Advance (if any) : TK.					
Approved Amount : TK.					
Sign of Accountant/JAM (A/F)		Sign of DM / Manager (A/F)		Sign of GM (A&F)	
Issued Cheque No :		Amount : Tk.		Date :	
Bank :		Branch :			
Sign of Accountant		Sign of DM/Manager(A&F)		Sign of Recipient	



Form No : 003

Page-1 of 2

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Expense Overhead		Amount (TK.)
1. Total Travel Allowance (Column j+ Column m)		
2. Total Accommodation Expenses (Column n)		
3. Total Daily Allowances (Column o)		
4. Goods Fare & Packing Charge		
5. Total Claimed Amount(1+2+3+4)		
6. Advance Deduction (if any)		
7. Net Claimed Amount (Tk.) (5 - 6)		
Net Claimed Amount (In word):		
Traveller Sign	Sign & Seal of Controlling Officer	Sign & Seal of Dept. Head / Head of Office
Only Use for Finance Department		
Certified for payment : Taka		
Amount in word:		
Checked & verified by :	Recommended by :	Approved by:
Accountant/Jr. Asstt. Manager (A/F)	DM/Manager (A/F)	GM (A&F)/ED (F)
Issued Cheque no. / Bank advice :		Date :
Bank :		
Amount Tk.		
Sign of Accountant	Sign of DM/Manager (A/F)	Sign of Recipient

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APPENDIX - C

Medical Allowance/ Benefit Rules

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Rural Power Company Limited

Medical Allowance/ Benefit Rules**1.0 Objective**

These Rules shall be called the Rural Power Company Limited "Medical Allowance/ Benefit Rules" and aims to cater financial assistance for treatment of company employees and his/her family.

2.0 Scope

- (a) "Medical Allowance/ Benefit Rules" are applicable to all employees of pay grade 01 to 20 of Rural Power Company Limited.
- (b) Medical Expense Reimbursement for On-duty Accident is applicable for all the employees of the Company while on official duty.

3.0 Definitions

- (a) "**Employee**" means an officer or staff employed on contractual basis (including probationer) in the approved post of the company.
- (b) "**Medical Allowance**" means 'the amount entitled for the purpose of treatment of the employee and his/her family.
- (c) "**On Duty**" means duties in the work place or any duty outside the work place assigned by Competent Authority.
- (d) "**Year** means financial year.

4.0 Applicability**4.1 Medical Allowance :**

Employees from Pay Grade 01 to 20 will be entitled to obtain Medical Allowance/ Benefit as specified below:

Sl.	Employee Pay Grade	Entitled Medical Allowances	Remarks
a.	Pay Grade 01 & 20	10% (ten percent) of basic pay per month	

Employees are entitled to receive above mentioned medical allowances per month with his/her monthly salary directly.

4.2 Medical Expense Reimbursement for On-duty Accident :

An employee who sustains any bodily injury as a result of an accident while on official duty, Managing Director of the company may approve maximum amount of Tk. 50,000.00 (fifty thousand) to mitigate medical expenses subject to submission of bills. If needs further assistance, it may require approval from the Company Board.

5.0 Coverage of On- duty Accident Treatment

An employee who meet on-duty accident is entitled for medical expense reimbursement as follows:

5.1 Medicine Expenses

Cost of medicine will be reimbursed which are prescribed by Registered Physician/Doctor.

5.2 Medical Investigation Expenses

Medical investigation tests must be recommended by a physician. These investigation tests have to be conducted in a registered pathological lab/clinic/hospital.

5.3 Hospitalization Expenses

Charges of nurse, surgeon, anesthetist, cost of anesthesia, blood, oxygen, operation theatre, surgical appliances, medicines, drugs, cost of artificial limbs, orthopedic implants etc. as required by the physician.

Expenses incurred in hospital/nursing home/clinic for room charge, Intensive Care Unit (ICU) charges, CCU Charges, Service Charges, VAT, etc will be considered as hospitalization expenses.

This expense also include registration or administration, blood transfer, post operative care, local ambulance service to hospital, procedural charge, dressing mobilization, oxygen inhalation, ventilator etc.

5.4 Consultation Fees and Related Expenses

Consultation fees incurred for Medical Practitioner, Consultants, Specialist, Doctors etc.

6.0 Medical Treatment in Abroad for On duty Accident

Approval from competent authority is required if an employee needs to visit outside Bangladesh for medical treatment. Such treatment shall also require strong recommendation from Medical Board mentioning that the employee requires undergoing urgent medical intervention abroad. In such instance, medical bills for treatment are only reimbursable except travel & other costs.

7.0 Reimbursement for On-duty Accident

7.1 Guidelines for Reimbursement :

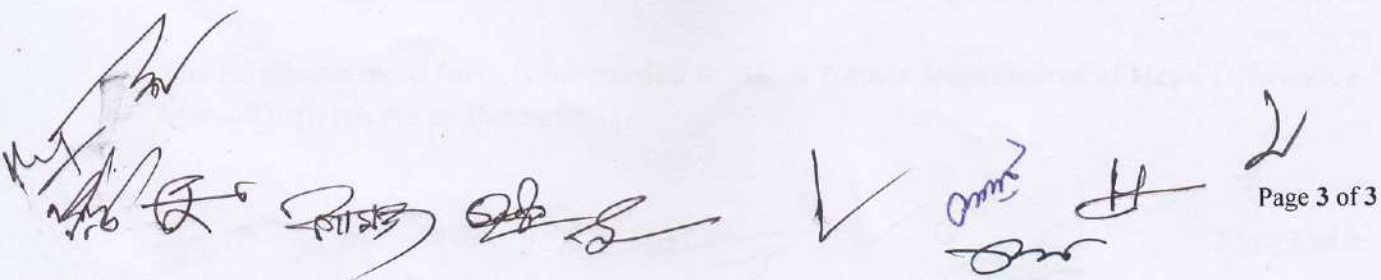
- (a) Medical expenses bill for reimbursement must be supported by the prescription of a physician.
- (b) Treatment in hospital requires the opinion of the authorized medical officer/medical retainer/ registered medical practitioner.
- (c) Medical expenses bill for reimbursement have to be submitted in a prescribed form within 15 (fifteen) days.
- (d) The reimbursement policy requires submission of the Original Bill. Photocopy Bill will not be accepted.
- (e) In the case of claiming of hospitalization bill the submission of original bills and discharge certificate are required.

7.2 Bill Submission and Approval Procedure:

- (a) Employees can avail medical expenses reimbursed by submitting the medical reimbursement form duly filled in along with the bills and supporting papers.
- (b) After verification of bills and necessary approvals, Accounts Department will issue cheque for the approved amount of bill in favour of the concerned employee.
- (c) This reimbursement amount will be transferred to the respective employee's salary account.

8.0 Amendments of the Rule

The Company reserves the right to amend, abrogate, modify and revise any or all clauses of this rule depending on market practices or exigencies of business.

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Medical Expense Reimbursement for On-Duty Accident**Part 1: Applicants Part**

Name:		Department:	
Designation:		Employee ID:	
Work Place:			

Expense Details

Voucher No.	Name of Patient	Fees/ Charges			
		Consultation/ Hospitalization	Pathological Test/ Investigation	Medicine & Others	Total Amount (Tk.)
Total Amount in Word: Tk.				Total (Tk.)	
Note: If extra space required then use another Form.					

Sign. of the Applicant

Sign. of Department Head/ Head of Office

The reimbursement form is forwarded to HR & Admin Department of Head Office vide Memo/Dispatch No & Date :



Part 2: Administrative Part

Checked by:

Sign. of DM (Admin) /Manager (HR)

Counter sign by:

GM (HR & Admin)

**The reimbursement form is forwarded to Finance Department of Head Office vide Memo/
Dispatch No & Date :**

Part 3: Accounts/Finance Dept. Part

- The bill is checked and verified
- Certified amount is Tk.....

Sign. of AM/DM (A/F)

Sign. of DGM/GM (A&F)

Sign. of Executive Director (Finance)

Approval :

Sign. of Managing Director

Issued Cheque no. / Bank advice :	Date :
Bank :	
Amount Tk.	

Sign. of Accountant

Sign. of DM/Manager(A/F)

Sign. of Recipient

RURAL POWER COMPANY LIMITED

APPENDIX - D

Fringe Benefits Rules

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Rural Power Company Limited

Fringe Benefits Rules

Employees who are appointed in Rural Power Company Limited (RPCL) on contractual basis or probation against permanent post shall be entitled to receive the following Fringe Benefits :

1.0 Festival Bonus

- (a) Employees shall be entitled to receive 02 (two) festival bonuses equivalent to 02(two) months basic salary in a year as per following manner :
 - i. All Muslim employee of the company shall be entitled to have 02 (two) festival bonuses on the occasions of Eid-ul-Fitr and Eid-ul-Azha each equivalent to 01 (one) month's basic pay drawn by the employee concerned for the immediate last month.
 - ii. Non-Muslim employees shall be entitled 02 (two) month's basic pay drawn by the employee concerned for the immediate last month at a time of their main religious festival.

(b) Payment of Festival Bonus

The Festival bonus may be paid to the employee (s) maximum 15 (Fifteen) calendar days prior to the date of the festival. The newly joined employee who joins before the date of festival will also be entitled to have the Festival Bonus as per above mentioned rules.

- (c) The employees who are posted to Rural Power Company Limited on Deputation are entitled to obtain festival bonus as per above mentioned rules.

2.0 Incentive/KPI (Key Performance Indicator) Bonus

- (a) The Board, in relation to a fiscal year, may provide performance incentive bonus to an employee at such rates and on such conditions as it may deem fit subject to the achievement of Key Performance Indicator (KPI) target. The government (KPI Committee) shall set and evaluate the KPI target and accordingly company board will approve the incentive bonus for the employees of the company. The amount declared for bonus will be distributed to the employees as per basic pay of the last month i.e. 30th June, of the concerned year and such bonus will be distributed for the period on the basis of actual working period during of the concerned year.



- (b) The employees who are posted to the Company on Deputation/ Deputation with Lien they are entitled to obtain incentive/ KPI bonus for the period of Lien as per above mentioned rule.
- (c) No incentive/ KPI bonus shall be entitled/allowed to an employee who has been dismissed or removed or terminated or placed under suspension pending enquiry prior to the date of disbursement of bonus or compulsorily retired from the service of the company without retirement benefits as a measure of punishment for his/her alleged misconduct/offense or who leaves the service of the company without serving notice and appropriate formalities.

3.0 Office & Residential Telephone, Mobile And Internet Facilities :

Rural Power Company Limited shall provide Land Phone, Mobile & Internet facilities for the employees of Pay Grade-1 to 4 both in office & residence. Employees of Pay Grade-5 to 8 shall be provided only mobile phone facilities.

The facilities of Land Telephone, Mobile & Internet for Pay Grade-1 to 8 are as follows:

Sl. No.	Pay Grade	Monthly Amount (Taka)	
		Residential Telephone & Internet	Mobile
01.	Pay Grade-1	Actual Bill	Tk.5,000/-
02.	Pay Grade-2	Actual or Tk.2000/- whichever is less	Tk.3,000/-
03.	Pay Grade-3	Actual or Tk.1,500/- whichever is less	Tk. 2,700/-
04.	Pay Grade-4	Actual or Tk.1,000/- whichever is less	Tk. 2,400/-
05.	Pay Grade-5	Not Applicable	Tk. 1,800/-
06.	Pay Grade-6	Not Applicable	Tk. 1,000/-
07.	Pay Grade-7	Not Applicable	Tk. 600/-
08.	Pay Grade-8	Not Applicable	Tk. 300/-

Note :

- (a) The employees of Pay Grade 1 to 4 shall be entitled to get dedicated land phone facilities in office. The actual bill shall be paid by the company.
- (b) The employees of Pay Grade 1 to 4 shall be entitled to get land phone and Internet facilities for his/her residence. The bill for residential land phone and internet shall be reimbursed upon presentation & certification of respective bills. However, the bill amount shall not exceed the limit that he/she is entitled to get. If the bill amount exceeds the said limit, the rest amount shall be paid by the employee.

- (c) The employees of Pay Grade-1 to 5 shall be provided mobile set from the Company as per approval by the authority.
- (d) The employee's who are entitled mobile facilities, mentioned above, will be paid the said amount monthly.
- (e) The Company will pay monthly Tk. 3,000 (three thousand) and Tk. 300 (three hundred) for Central Control Room & Main Gate of the Power Plants respectively and also Tk. 300 (three hundred) for the main gate of the Head Office.
- (f) Based on Company's need a mobile phone and monthly bill may be provided to contractual employees with the approval of the Managing Director.

4.0 Group Term Life Insurance

The Company provides coverage of life insurance to all employees of the Company. To participate in the Group Term Life Insurance policy, all employees are required to fill up "Group Term Life Insurance Registration Form and submit to HR Department for processing. To change the beneficiary at any time, the employee must fill up the "Beneficiary Change Form" and submit to HR Department for necessary action.

In the event of the death of an employee while in the Company's service, the Company shall pay following benefits on death irrespective of claim receivable/received from Insurance Company :

Description	Benefit (Tk.)
Employees (Pay Grade 1 to 20)	36 (thirty six) months last basic pay or Tk. 30(thirty) lac whichever is less.

Detail of compensation other than death (partial disability) will be determined based on the calculation within the purview of insurance coverage policy. Recovery or adjustments of loans or salary advances etc, if any, may be made from the insurance claim benefits, upon management approval.

5.0 Electricity Bill

The employees shall be entitled to get Electricity Bill as per mentioned Electricity unit below with all other relevant charges :

Sl. No.	Pay Grade	Monthly Electricity Unit (kwhr)
01.	Pay Grade :1-2	400
02.	Pay Grade : 3-5	300
03.	Pay Grade : 6-9	250
04.	Pay Grade : 10-13	200
05.	Pay Grade : 14-16	175
06	Pay Grade : 17-20	150

6.0 Gas Bill Allowance

The employees shall be entitled to get Gas Bill allowance as mentioned below :

Sl. No.	Pay Grade	Monthly Gas Bill Allowance (Taka)
01.	Pay Grade : 1-10	Actual bill amount for 02(two) burners
02.	Pay Grade : 11-20	Actual bill amount for 01(one) burner

7.0 Bangla New Year Allowance

Employees shall be entitled to Bangla New Year Allowance once in a year at the rate of 20% (twenty percent) of last month basic pay drawn by the employee

8.0 Profit Bonus

Employees shall be entitled to get profit bonus as per Board decision.

APPENDIX - D

Fringe Benefits Rules

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RURAL POWER COMPANY LIMITED

APPENDIX - E

Employees' Gratuity Fund Rules

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Rural Power Company Limited

Rural Power Company Limited Employees' Gratuity Fund

1.0 Short Title & Commencement

These Rules shall be called the "Rural Power Company Limited Employees' Gratuity Fund Rules". These rules shall come into force with retrospective effect from the date of commencement (i.e. 31st December, 1994) of the Company, but shall apply on the employees who are now in the service of the Company.

2.0 Definition

In these Rules, the following expressions, unless there is anything repugnant in the subject or context shall have the meaning set out against them namely :

- (a) "**Actuary**" shall mean any Actuary appointed for the time being by the Trustees.
- (b) "**Beneficiary**" shall mean any person being eligible for getting payment of any part of the Fund as provided in the Rules.
- (c) "**Company**" shall mean Rural Power Company Limited.
- (d) "**Day**" means a calendar day beginning and ending at midnight.
- (e) "**Employee**" means an officer or staff employed on contractual basis in the approved post of the company.
- (f) "**Family**" means wife (s) or husband and legitimate children and parents dependent on the employee.
- (g) "**Fund**" means "Rural Power Company Limited Employees' Gratuity Fund" created under these Rules.
- (h) "**Gratuity**" shall mean the amount calculated and payable out of the Fund as provided under these Rules hereto.
- (i) "**Member**" will mean the employee entitled to receive gratuity as provided.
- (j) "**Nominee**" means a person or persons nominated in writing and registered in the Company office by the employee to receive the payment of the amount of gratuity as would become payable from the Fund to him in the event of his death or becoming insane or otherwise incapacitated to manage his own affairs before payment of the gratuity.

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- (k) **"Rules"** shall mean those Rules or other Rules for the time being in force with respect to the Fund.
- (l) **"Salary"** shall mean the last drawn basic salary, but does not include allowance and other emoluments.
- (m) **"Service"** includes the period during which an employee is on duty or on leave duly authorized by the competent authority but does not include any period during which an employee is absent from duties without permission or overstay his leave unless such period of absence or overstay is regularized by an order in writing by the competent authority.
- (n) **"Trustees"** shall mean and include the Trustees of the Fund constituted for the time being.
- (o) **"Year"** means financial year starting from 01 July to 30 June.

Explanations:

Words imparting the masculine gender shall include the feminine gender and vice versa, and words imparting the singular number shall include the plural number and vice versa.

3.0 Applicability and Commencement of the Fund

- 3.1 The Fund shall apply to all eligible employees of the Company as finally approved by the Trustees from time to time.
- 3.2 Every Employee shall sign a declaration as per Annexure-I to the effect that he has duly read the Rules of the Fund, for the time being in force, and has signified his consent to the conditions and obligations binding upon him/her.
- 3.3 The Company Shall intimate the Trustees the names of the employees who become entitled to Gratuity from time to time stating the amount due for payment as per Rule 5 (five) hereof.
- 3.4 Every employee signing declaration as per Rules 3.2 above shall concurrently sign as per Annexure-II nominating person(s) to receive gratuity in case of his death and may change such nomination by filling another declaration as and when he may feel necessary.

4.0 Contribution of the Fund

The Company shall be the contributor to the Fund and there will be no contribution to the Fund by the employees in view of the fact that the Fund shall have for its sole purpose the provision of annuities in the shape of gratuity for the employees of the Company on their retirement or after a specified age or on their becoming incapacitated prior to such retirement, or on termination of their employment after a minimum period of service specified in the rules of the Fund or to the widows, children or dependents of such employees on their death.

Hereunto it is provided that the arrear contributions in the form of accumulated liability not yet provided by the Company in its accounts of those employees, who are eligible for gratuity as per the Gratuity Scheme of the Company, shall be Gratuity Fund formed and the account of the fund for administrative control and management shall vest on the Trustees.

It is provided here that the Company shall pay and transfer to the Fund quarterly basis as per the provisional required contributions and finally on the last working date of each financial year or immediately after the close of that year, pay and transfer to the Fund the required contributions regularly on the basis of the accounts of the Company made up for the year ending on 30 June.

5.0 Payment of Accumulated Gratuity to the Employees

5.1 Until otherwise decided by the Company, as and when there will be any occasion for payment of gratuity to an employee as per these Rules or any modification thereof, the Trustees, upon calculation of the payable amount which would be admissible to the employee concerned as on the date of his entitlement shall forthwith pay the amount accrued to the employee concerned.

5.2 The money payable to any employee from the Fund under these Rules shall be paid to him/her or to the person or person under these Rules entitled thereto and, subject to the provisions of these Rules, the amount shall be paid in full discharge of all the payment responsibilities of the Fund under these Rules and the provisions of the Trust Deed as soon as possible after day on which such an employee ceased to be in the service of the Company.

6.0 Investment of the Funds

The Trustees shall, in accordance with the provisions of Rule 58D and Rule 49 of the I.T. Rules 1984 and subject to such limitation as may be imposed by National Board of Revenue from time to time, invest the surplus moneys of the Fund as soon as it is considered expedient in such reasonable, safe and profitable investment as may be decided by the Trustees in their absolute discretion. Investments shall only be made in the name of the Fund.

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7.0 Board of Trustees and its Composition and Functions

7.1 The Trustees, whose number will be 06 (Six) shall be appointed by the Board of the Company from time to time.

7.2 The First Trustees shall comprise of the following members:

Sl. No	Name and status with the Company	Status with the Trustee Board
i.	Managing Director	Chairman
ii.	Executive Director (Engineering)	Vice-Chairman
iii.	Executive Director (Finance)	Member-Secretary
iv.	GM (HR & Admin)	Member
v.	Manager (Accounts / Finance)	Member
vi.	Nominated from the employees by the Managing Director	Member

7.3 The Trustees shall administer the Fund in accordance with the provisions of these Rules and the Deed of Trust executed between the Company and the Trustees.

7.4 A Trustee may retire at any time on giving minimum 01 (one) month notice in writing to the Company on his desire to do so.

7.5 The Company may remove a Trustee from office at any time, if he/she ceases to be an employee of the Company or in the opinion of the Company becomes incompetent or incapable of acting due to illness / infirmity.

7.6 The Managing Director from amongst the Trustees shall be the Chairman of the Board of Trustees. The Chairman shall preside at all meetings of the Fund and in his absence the Vice-Chairman of the Trustees shall preside. In the absence of both the Chairman and the Vice-Chairman, one of the Trustees present shall be elected by them required and 04 (four) Trustees present shall constitute a quorum for conducting and executing the transactions of business of the Fund. Each Trustee present at any meeting shall be entitled to 01 (one) vote on any matter arising thereof and, in case of equality of votes, the Chairman shall have a second or casting vote. The decision of the majority of the Trustees present at any meeting shall be a decision of the Trustees and shall accordingly be final and binding on all Trustees.

7.7 The power of appointment of new trustees shall be vested in the Company, which shall, in making such appointments, observe the limitations laid down in sub-clause 7.1 hereof.



7.8 The Member-Secretary of the Board of Trustees shall have to undertake, among others, the following responsibilities:

- (a) He shall carry out all executive and official functions as will be delegated by the Chairman and/or assigned by the Board of Trustees from time to time;
- (b) He shall convene all meeting of the Gratuity Fund and prepare and keep all minutes and details of the proceedings of the meeting in proper books at the registered office;
- (c) He shall be responsible to maintain all office records & files , receive all notices, documents, declarations etc., conduct its correspondence and perform such other duties incidental and conducive to the management of the Trust;
- (d) He shall be responsible for keeping /maintaining accounts with all necessary authentications and preparing books of accounts, financial statements etc., and place/explain those to the Trustee Board or elsewhere as and when required.

7.9 The Trustees shall comply with to carry out all such directions as may be given to them by the Company, from time to time, in relation to determination of or decision on any matter with respect to which the company has power under these Rules. A certificate of the Company, as to admission of on employee, or as to the death of an employee or severance, from the service of the Company shall constitute a good and sufficient authority to the Trustees, and shall be conclusive as to the facts stated therein.

7.10 Every such direction or certificate, as per foregoing Rule 7.9 shall be notified to the Trustees in writing signed by Head of HR Division of the Company and any such notification purporting to contain any such direction or certification shall be a complete protection to Trustees in respect of any such matter referred to therein.

7.11 A meeting of the Trustees shall be competent to exercise all or any of the authorities, powers and discretion vested in the Trustees.

7.12 The Trustees shall be entitled to be indemnified by the Company against all proceedings, costs, expenses occasioned by any claim in connection with the Fund not arising from their negligence or fraud.

7.13 The Trustees may meet together for the disposal of business, adjourn and otherwise regulate their meeting and proceedings as they may think fit. Four Trustees present at a meeting shall form a quorum.

7.14 A meeting of the Trustees at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion vested in the Trustees.

7.15 The Trustees may employ any person or persons to do any legal, accountancy or other work which they may consider necessary or expedient in connection with the management. Audit fees and all expenses incurred by the Trustees in or about the execution of the Trust power and discretion hereof, shall be borne by the Company.

7.16 If any beneficiary shall in the opinion of the Trustees be unable by reason of mental incapacity or other cause, to manage his affairs, the Trustees may at their discretion arrange his gratuity to be paid to any other person in the absence of any nominee for the benefit of such beneficiary and such payment shall be sufficient discharge.

7.17 The Trustees shall be responsible for deduction of tax, if payable, under the Income Tax Ordinance, 1984 at the time of making any payment of gratuity out of the Fund to any beneficiary.

8.0 Eligibility

(i) All employees appointed against permanent post on contractual basis of the Company who have been in the service of the Company for a minimum period of 03 (three) years without break including probation period.

(ii) Gratuity may also be granted to an employee who has not completed 03 (three) years service in the event of :

- (a) Death while in the service of the Company ;
- (b) Termination of service or compulsory retirement or retirement on superannuation ;
- (c) Is discharged on account of certified permanent or partial physical disablement or mental infirmity ;
- (d) Is retrenched due to the redundancy of the post.

No gratuity shall be granted to an employee -
who has been dismissed or removed or terminated or compulsorily retired from the service of the company without retirement benefits as a measure of punishment for his/her alleged misconduct/offense or who leaves the service of the company without serving notice.

9.0 Entitlement of Gratuity

The amount of gratuity benefit shall be computed at the rate of 2.5 (two and a half) month's basic pay for each completed year of service or for any part thereof minimum 180 (including weekly & Govt. holidays) days. Gratuity shall be calculated based on last drawn basic pay of the concerned employee on the date of his retirement/release /separation from the service of the company.

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10.0 Payment in the Event of Death

The Gratuity shall be paid to the employee concerned.

But in the event of death of an employee before payment of gratuity, it shall be paid to his/her nominee(s) in the manner specified by him/her in his/her nomination as per Rule 3.4 hereof, and, in the absence of any nomination, the amount due to an employee on account of gratuity on his/her death shall be paid to his/her legal heir(s) as will be determined by a certificate of succession to be issued by a competent authority in this regard.

11.0 Procedure for Payment

- 11.1 The payment of gratuity shall be made from the Fund by the trustees to the beneficiary, if entitled and sanctioned, by the Head of HR Division of the Company through a written order.
- 11.2 Payment will be made through crossed cheque subject to the connected provisions in these Rules only to the beneficiary or other person entitled to payment on the basis of written sanction order issued by the Head HR Division of the Company as required 11.1 above.
- 11.3 Payment will be made at the time of retirement or release / separation from service after obtaining clearance of all the departments/offices.

12.0 Set Off of Company's Claim

- 12.1 The Company shall be entitled to recover from any employee's account of the Fund any sum which may be due, outstanding or unpaid to the Company or recoverable from the employee concerned against his obligation and liabilities for any loan(s) / advance(s) extended or to be extended by the Company to him or otherwise, or which may have been lost of the amount of damages which it may have suffered by reason of the employee's acts, whether of commission or omission.
- 12.2 The receipt by the Company for any money paid to the Company under the foregoing Rule 12.1 shall be a due discharge to the Trustees in respect of any such payment.

13.0 Accounts

13.1 An actuary shall, at such times as the Trustees shall determine but not less than once in five years, investigate and report on the financial position of the Fund from the date of execution of the Deed of Trust.

(a) The Board of trustees shall have the power to arrange for and/or authorize the signing or execution of any agreement, contract, instrument, document or any other paper or writing required to be signed or executed on behalf of the trustees and to make the same effective and binding as if the said agreement, contract, instrument or document or paper or writing were signed by all the trustees. All money received from time to time by the Gratuity Fund shall be deposited to the Scheduled Bank(s). In this connection, necessary Bank account(s) shall be opened by the authority of the Board of the trustees. The bank account shall be operated under the joint signature of the Member Secretary and any one of other Trustees as per resolution of the Board of trustees to that effect. The fund would be kept in interest bearing deposit account at normal rate of profit. Cheques and other instruments on behalf of the Fund shall be signed jointly by the Member-Secretary and any one other trustee.

(b) The Trustees shall wholly invest moneys to the credit of the bank accounts aforesaid not immediately required, for the purpose of the Fund so that the securities are payable both in respect of capital and profit in Bangladesh or in such other securities as may from time to time be permitted by the Rules made under Part C of the First Schedule of the I.T. Ordinance 1984, or under any statutory modification or reenactment thereof for the time being in force. The bank accounts of the Fund and all investments of the Fund shall be in the name of the Fund. The Trustees shall have power, at any time and from time to time, to change any investments, forming part of the Fund, for others hereby authorized. All moneys to the credit of the above-mentioned accounts and investments representing the same shall be dealt with only in accordance with these Rules.

13.2 The Trustees shall prepare accounts of the Fund as on 30th June each year, consisting the followings:-

- (a) Statement of Receipts and Payments;
- (b) Statement of Income and Expenditure; and
- (c) Balance Sheet including, inter alia, a statement of investment portfolio showing name, nature, amount, cost and market value of each investment at 30 June and details of major investments made/disposed of during the period/year.

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13.3 These accounts, together with all the supporting books of account and other records, shall be presented to the auditors, duly appointed by the Trustees or by the Company, for their examination to enable them to express their opinion in a report as to whether or not.

- (a) the account show a true and fair view of the financial and related transactions of the Fund covered by the year/ period of their reporting and of the Fund's state of affairs on the date of the Balance Sheet; and
- (b) the Fund appears to have been managed in accordance with Rules, the provisions of the Trust Deed, and of Income Tax Ordinance 1984.

14.0 Audit

Financial Statements (Balance Sheet, Income Statement, Cash Flow Statements, etc.) of the Gratuity Fund, prepared by the Board of the Trustees, shall be audited by appointing one or more Chartered Accountants as Auditor. The Auditor(s) shall have access to all books, papers, accounts and documents of the Fund, and shall report in writing to the Trustees on the Annual Balance Sheet and Accounts. The Trustee Board shall appoint and fix the remuneration of the auditor(s). The Fund shall be audited annually at the Company's expenses in the same manner as the accounts of the Company are audited.

15.0 Meetings

The Board of Trustees, if it thinks fit, may call on a Meeting of the Gratuity Fund within 03 (three) days or even shorter period notice with the consent of other members.

16.0 Funding

16.1 The Company shall pay to the Trustees additional contribution by re-fixing its annual rate of contribution as are actuarially certified to be necessary and required to fund the Gratuity Scheme to be provided under these Rules.

16.2 The valuation basis used by the actuary shall allow for a 'surplus' to emerge in the Fund, which could be utilized to finance any increase in payment of Gratuity Scheme to be provided under these Rules.

16.3 There shall be no contributions to the Fund by the beneficiaries.

17.0 Interest

Interest accrued or received on the investments or deposits of the Fund shall vest in the Fund exclusively and it will be deemed to have been the additional contribution to the Fund by the Company, that is to say, that it shall augment the fund accumulations from which distribution/ payment of gratuity shall be made from time to time as and when necessary or occasion arises.

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18.0 Withholding of Payment

The Company shall have power, in its absolute discretion, at any time to direct the Trustees to withhold in whole or in part gratuity or any part thereof, or to exclude from all or any benefits hereunder, any beneficiary, whose services are terminated, by reason of his misconduct.

In case, an employee who is eligible for payment of Gratuity according to the Rules, but owes any money to the Company, the Company shall be entitled, without being bound to do so to set off and appropriate the amount of Gratuity against such dues, if any, to the Company of such portion hereof as may be sufficient to meet and satisfy the same and in that case, the Company should communicate its instructions to the Trustees who shall comply with that.

19.0 Gratuity not Assignable

No beneficiary shall be entitled to transfer or assign for any purpose whatsoever any contingent rights hereunder, and neither the Company nor the Trustees shall recognize any such transfer, assignment or any prohibitory order or attachment or process of a Civil Court in respect of any contingent right of such beneficiary.

20.0 State Gratuity

In the event of the introduction of State Gratuity Scheme in Bangladesh covering the beneficiaries of the Fund, the Trustees and the Company reserve the right to amend the Gratuity Scheme contained in these Rules.

21.0 Assignment of Interest in the Fund

No employee, while in the service of the Company, shall be entitled to draw any money from or transfer, assign, mortgage or charge his profit in the Fund. Any act of any employee purporting to do this shall be invalid and shall not be recognized by the Trustees.

Provided that, if so required by the Company any employee may assign the amount standing to the credit of his account in the Fund against his obligations and liabilities for any loans extended by the Company to the employee and for any applicable taxes related to such an assignment.

22.0 Finality of Decision of the Trustees

Any and all decisions of the Trustees shall be final and binding upon all matters, questions and disputes relating to or connected with these Rules or with the Fund or Administration thereof, or the right and obligations of the employees, including all disputes or differences which may arise between any employee or his executors, nominees or representatives and the Trustees, as to the meaning or effect of any of the Rules or any matter relating to or arising there from.

23.0 Power to Alter Rules

The Company may, with prior approval of the National Board of Revenue, alter, vary, modify, rescind or add to these Rules from time to time.

24.0 Winding up the Fund

In the event of the Company closing its operations in Bangladesh and notifying the Trustees that it will have to wind up the Fund, the Trustees shall, after informing the beneficiaries of the Fund and after obtaining consent from the National Board of Revenue, revoke this scheme and wind up the Fund after providing for payment of all expenses and outstanding and thereafter distribute the balance money of Fund amongst the existing beneficiaries pro-rata on the basis of entitlement of Gratuity in these Rules.

25.0 Operative and Administrative Provisions

All operative and administrative provisions in relevant clauses in rules herein before provided and as envisaged in the Deed of Trust shall be binding on the Trustees and members respective as the case may be.

26.0 Address of the Trustees and the Secretary

Unless otherwise notified by the Trustees in writing, the address for contacting and for service of any notice on Trustees and the Member-Secretary of the Fund shall be the following;

The Trustees / Member-Secretary
Rural Power Company Limited Employees' Gratuity Fund
House # 19, Road # 1/B, Sector # 14,
Uttara Model Town, Dhaka-1230.

Annexure-I

To

The Trustees

Rural Power Company Limited Employees' Gratuity Fund
House No.-19, Road No.-1/B
Sector-09, Uttara Model Town
Dhaka-1230.

Passport size
photo of the
Member

Subject : Declaration.

I do hereby declare that I have read and understood the Rural Power Company Limited Employee's Gratuity Fund Rules and hereby agree to be bound by the said Rules and any modifications thereof and amendments thereto made from time to time.

(Signature of the Employee)

Name:

Designation at the Company:

Employee ID (if any) :

Dated, this theday of2017

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Annexure-II**To****The Trustees**

Rural Power Company Limited Employees' Gratuity Fund
House No.-19, Road No.-1/B
Sector-09, Uttara Model Town
Dhaka-1230.

Passport size
photo of the
Nominee(s)
attested by the
Member

NOMINATION FORM FOR PAYMENT OF GRATUITY

I, son/daughter/wife of do hereby nominate the person(s) mentioned below to receive in the event of my death, the amount that may stand to my credit in the Fund, in the manner shown against his/her/their name(s).

I hereby appoint the person(s) named in column 5(five) hereof to receive payment on behalf of the nominee(s) who is/are minor(s) or is/are suffering a legal disability:

Name and address of the Nominee(s)	Relationship with the employee	Whether minor or suffering a legal disability	Amount of share of accumulation be paid to each nominee(s)**]	Name and address of the person to whom payment is to be made on behalf of minor or legally disabled person
1	2	3	4	5

[*] Nomination made herein invalidates my previous nomination (if any).

[**] The amount stated here must represent the full amount standing to the credit of the employee in the Fund

Dated, this theday of2017

Witnesses:

01. Signature:

Name:

Address:

(Signature of the Employee)

Name :

Designation at the Company:

Employee ID (if any):

Approved:

02. Signature:

Name:

Address:

(Signature)

Name:

Member Secretary of the Fund:

RURAL POWER COMPANY LIMITED

APPENDIX - F

Employees' Contributory Provident Fund (CPF) Rules

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Rural Power Company Limited

Employees' Contributory Provident Fund (CPF) Rules

The Company with the approval of its Board of Directors makes the following regulations :

1.0 Name

A Fund shall be created and styled as "The Rural Power Company Limited Employees' Contributory Provident Fund" and the Regulations shall be called "The Rural Power Company Limited Employees' Contributory Provident Fund Regulations".

2.0 Commencement

These rules shall come into force with retrospective effect from the date of commencement (i.e. 31st December, 1994) of the Company, but shall apply on the employees who are now in the service of the Company.

3.0 Definitions

In these Rules unless there is anything repugnant in the subject of context :

- (a) **"Board"** means the Board of Trustees for the time being constituted under this Regulation.
- (b) **"Board of Directors"** means the Board of Directors of the Rural Power Company Limited.
- (c) **"Company"** means the Rural Power Company Limited (RPCL).
- (d) **"Family"** means the wife (s) or husband, and children of a Member, and parents, and the widow or widower and children of deceased son of a Member, provided that if a Member (male/female) proves that his/her wife/husband has been judicially separated from him/her or has ceased under the customary law of the community to which he/she belongs, to be entitled to maintenance, shall no longer be deemed to be a Member of the family unless the subscriber subsequently indicates by explicit notification in writing to the Trustees that he/she shall continue to be so regarded.
- (e) **"Financial Year"** shall mean the fiscal year (01 July to 30 June).
- (f) **"Fund"** means Rural Power Company Limited Employees' Contributory Provident Fund.

- (g) **"Member"** means any person appointed on contractual basis against permanent post, who is providing service with the Company, including the Managing Director and Executive Directors, who are the contributor to the Fund.
- (h) **"Pay"** means the basic pay a member is drawing from the Company.
- (i) **"Trustees"** means the persons for the time being by whom or in whose names the money of the Fund shall be invested or held as Trustees of the Fund.
- (j) **"Year"** shall mean calendar year.

4.0 Objective

The objective of the Fund is to provide every Member with a sum of money for the benefit of himself/herself and his/her family on discontinue of his/her service with the Company.

5.0 The Fund shall consist of

- (a) Contributions of employees and employers and interest thereon.
- (b) Contribution by the Members.
- (c) Contribution by the Company.
- (d) Sums forfeited to the Fund.
- (e) Interest and dividends on investments.
- (f) Donation made by the donor or donors.
- (g) Any other sum, which may accrue to the Fund.

6.0 Declaration

The Fund shall be governed by these Regulations or by such other Regulations as shall be enforce from time to time. Every member shall sign a declaration that he/she has duly read the Regulations of the Fund and signify his assent to the conditions and obligations thereof by signing his/her name, provided, nevertheless, that the Regulations of the Fund shall be binding on every member whether he/she signs the same or not. Any change in the Rule shall be notified by the Trustees to the Members, whereupon the Members shall be entitled to "back out" of the scheme by communicating their intention in writing to the Trustee within 01 (one) month of the receipt of such notification.

7.0 Control and Management

The custody, management, investment and control of the fund shall be vested in the 'Board of Trustees' of the Fund, who shall employ and pay any such professional advisers, officers and staff, as they may consider necessary or expedient in connection with the Management of the fund.

8.0 Board of Trustees

The number of the Board of Trustees of the Fund shall not be less than 03 (three) and more than 05 (five). All the trustees shall be appointed and/or replaced by the Company. Trustees shall be Managing Director, Executive Director (Finance), Executive Director (Engineering), General Manager (HR & Admin) and one trustee member nominated by Managing Director from employees (Pay Grade-5 to 20).

Note : Managing Director, RPCL and Board of Trustees will execute a deed regarding Contributory Provident Fund (CPF).

9.0 Vacancy

- (a) A Trustee can be removed from his/her office by the Board of Directors.
- (b) A Trustee may resign by giving notice to the Board of Directors.
- (c) Any vacancy amongst the trustee shall be filled as soon as possible by the Board of Directors.

If and whenever any Trustee or Trustees die, resign, refuse or become disqualified, incompetent or incapable of acting as a Trustee or shall leave the service of the Company or his/her authority to act as Trustee shall have been revoked in writing by the Company, The Company shall nominate a new Trustee or new Trustees in accordance with Clause 2 (b) of the Trust Deed hereof, and on every such appointment the resources of the fund shall vest in the continuing and new Trustee or Trustees. On vacating the out going Trustee or Trustees shall be bound to do and execute all such acts and documents as may be necessary to vest the fund and securities in the continuing or new Trustees, as the case may be. The company shall, on every appointment of any new Trustee or Trustees, cause such Fund to be vested in his/her or their name or names and under his/her or their legal control jointly with the continuing Trustees or other Trustee.

10.0 Chairman

The Managing Director of the Company shall act as the Chairman at any meeting of the Trustees at which he/she is present. In the absent of the Managing Director, a Chairman should be elected from the other Trustees present, who will occupy the chair of the Chairman at that meeting. But in such meeting no decision be taken which changes/conflicts with the aims and object of the trust itself or could have serious effect on the Fund.

11.0 Meetings

The Board of Trustees shall meet at least twice in every financial year. The Secretary of the Board of Trustees shall convene the meeting in consultation with the Chairman. Meeting shall also be convened, if the Chairman so directs, 03 (three) days notice will be sufficient for holding a meeting.

12.0 Voting

As a member of the Board of Trustees each Trustee shall have 01(one) vote. Questions arising at meetings of the Trustees shall be decided by a majority of votes and in case of equality of votes the Chairman shall have a casting vote in addition to, and not instead of, his/her own vote as a Trustee. The decision or decisions of a majority at any meeting of the Trustees at which a quorum is present shall be final and binding on all.

13.0 Quorum

The Trustees shall from time to time meet for the disposal of business connected with the management and administration of the Fund. 03 (three) Trustees present at any meeting shall form a quorum.

14.0 Proceedings of Meeting

The Trustees shall keep minutes of all their proceedings, transactions and decisions that shall be recorded in a special minute's book, signed by the Chairman in every page of the minutes.

15.0 Power to make Rules and Regulations

The Trustees may with the written consent of the Company and with the approval of the Income Tax authority having jurisdiction over the Fund from time to time and at any time hereafter, alter, vary, modify, refuse, amend, rescind, or add to this Regulations as occasion shall require, provided that no such alteration, modification, revision amendment, rescission or addition shall prejudice the rights of any member or members without his/her or their written consent.

16.0 Appointment of Staff, Officers, Advisors & Consultants:

The Trustee shall or may appoint a Secretary of the Fund from the Board of Trustees with or without remuneration. The Secretary shall, under the direction of the Trustees, is the custodian of the books of accounts of the Fund, conduct its correspondence and perform such other duties incidental to the management of the Fund.

Besides this the Trustees may with the approval of the Company appoint Staff, Officers, Advisors and Consultants for the efficient management, administration and control of the Fund. Provided that, the Trustees may remove those appointees from the respective posts at any time.

17.0 Liability of the Trustees

A Trustee shall be responsible and chargeable for any loss of the Fund arising due to his/her willful negligence, default, fraud or omission.

18.0 Decision of the Board of Trustees

The decision of the Trustees shall be final and binding upon the Members of the Fund in all respect and upon all matters, questions and disputes, relating to or connected with this Fund or administration thereof or rights and obligations of the Members thereof.

19.0 Indemnification and Save

No money belonging to the Fund in the hands of the Trustees shall be recoverable by the Company under any pretext whatsoever, nor shall the company have any lien or charge of any description on the same.

- (a) No Trustee shall be responsible or chargeable save and except for money or securities actually received by him/her, notwithstanding his/her having signed any receipt for sake of conformity or otherwise, nor for defaults or neglects of the Company or of any bank, or the dishonesty of any clerk or servant or other person with whom the money or securities of the Fund may have been properly deposited or placed in charge of, not for any loss unless the same happens through his/her own willful negligence, default, fraud or omission.
- (b) Every Trustee shall be indemnified out of the Fund in respect of any loss arising from or contingent upon any investment made out of any of the monies of the Fund, unless such loss has been occurred by his/her own willful negligence, default, fraud or omission. Every Trustee shall be indemnified out of the fund against all proceedings, suits, claims, costs, damages and/or expenses occasioned by any claims in connection with the Fund not arising from his/her own willful negligence, default, fraud or omission.

20.0 Accounts of the Fund

The Trustees shall keep proper books of accounts wherein all the transactions of the Fund shall be recorded and prepare income and expenditure Account and Balance Sheet at the end of every financial year.

21.0 Annual Accounts and Audit thereof

The Trustees shall prepare accounts of the Fund consisting of the following :

- (a) Income and expenditure account distinguishing between income and capital.
- (b) Balance Sheet.

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These accounts together with all books of accounts and other records shall be presented to the auditors for their examination to enable them to express their opinion as to whether or not :

- i. The accounts show a true and fair view of the Funds of the affairs and
- ii. The Fund appears to have been managed in accordance with these Rules and the provision of the Trust Deed.

A copy of the accounts, together with the Auditors Report thereon, shall be forwarded to each member.

22.0 Auditors

- (a) The Board of Directors shall appoint the auditors and fix their remuneration, if any.
- (b) A person so appointed shall not also be a Trustee.
- (c) The qualification of the Auditors shall be a Chartered or Certified Public Accountants firm.

The Board of Directors shall fill in any vacancy arising in the office of the auditors by Competent other Auditors possessing the required qualifications.

23.0 Circulation of Balance Statement

The Trustees shall get the income and expenditure account and the Balance Sheet so prepared, duly certified by an Auditor who shall be appointed by the Company. Thereafter the Trustees shall circulate to every Member a Statement of balance outstanding to the Credit of every Member as at the closing date of every financial year showing the accumulated balance of Member's own contribution as well as contribution of the Company separately and interest credited thereon including the balance of loan, if any, taken there from.

24.0 Membership Eligibility

Every person who are providing services on contractual basis against permanent post of the Company.

25.0 Rate of Subscription

The rate of subscription shall, as from the date on which the Member commences to subscribe, be fixed at **10% (ten percent)** of his/her basic pay and such subscriptions shall be deducted by the Company from his/her monthly basic pay in amounts calculated to the nearest taka.

26.0 Benefits

- (a) No Member nor any person or persons claiming under or through him/her shall be entitled to claim payment of any money out of the Fund except as is by these Regulations expressly provided.
- (b) When the employment of a member with the Company ceases, the trustees shall pay to such Member the amount calculated in accordance with the following schedule :

Reason for which the service has ceased	Member's Contribution	Company's Contribution	Interest Rate
1	2	3	4
A. On acceptance of resignation of which proper notice is given according to service Rules of the Company -			
i) Before completion of 03(three) years of service, effective from the date of joining.	100%	Nil	100% on member's own Contribution.
ii) After completion of 03(three) years of service, effective from the date of joining.	100%	100%	100% on member's as well as Company's contribution.
B. On discharge for bonafide reduction in staff or death while in service, irrespective of the length of service or insanity or continuous ill health duly certified by a qualified/registered doctor to be unfit for further work.	100%	100%	100% on member's as well as Company's contribution.
C. On resignation without notice, removal, and dismissal.	100%	Nil	Member's own contribution Only.

Provided, however, that the Board of Trustees in its discretion may make payment otherwise than in accordance with the schedule noted herein above, having special regard to the length and value of the service of the retiring Member.

That portion of the Company's contributions and interest thereon which is not refundable to the employee shall stand forfeited and lapsed to the Fund.

Provided that the Company shall be entitled to recover from the member any amount due to the Company in respect of any loss, damage of expenses, which the Company might at any time have sustained by reasons of any fraud or gross negligence of the Member before paying the balance due to him/her.

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27.0 Subscription of Member on Leave

The subscription of a Member absent on leave shall, during the period of such absence, be assessed on his/her leave pay, but any such Member shall be at liberty to subscribe on the full amount of his/her pay if notice in writing of his/her desire to do so is given by him/her not lesser than 1-4 days in advance of the first payment of his/her leave salary to the officer responsible for paying him/her. During Leave without Pay a Member will not be entitled to contribute to the Fund nor will Company contribute any amount to the Fund against the Member.

28.0 Contribution by the Company

Save as otherwise provided in these regulations, the Company shall contribute a sum equal to **10% (ten percent)** of the Member's pay and shall disburse the same in favour of the Fund including the Member's contribution on or before the 15th (fifteenth) day of the succeeding month in which the contributions are made or the month in which the Company has deducted such contributions from the Member's Salaries.

29.0 Nominations

- (a) At the time of joining the fund, every Member shall nominate one or more members of his/her family in prescribed form to whom the amount standing at the credit in the Fund shall be payable in the event of his/her death. Such nomination shall be executed in the presence of 02(two) witnesses. A member who has no family shall nominate a person in presence of 02(two) witnesses in similar nomination form annexed to these Regulations. Provided that such nomination shall be valid only for so long as the Member has no family and that if a Member subsequently acquired a family he/she shall formally cancel the previous nomination and nominate a member of the family.
- (b) A member may in his/her nomination indicate the distribution of the amount that may stand to his/her credit in the Fund.
- (c) A nomination may be cancelled by a member and replaced by any nomination, which is permitted to be made under this section.
- (d) No nomination or notice of cancellation shall be effective unless it has been received in the Head Office of the Company while the Member is still in the service of the Company and has been registered in the books of the Fund.
- (e) Without prejudice to his/her right under sub-clause (c) to cancel a previous nomination, member shall along with every nomination made by him/her under this section send to the Chairman of the Board of Trustees a contingent notice of cancellation.

30.0 Investments of the Fund Balances

- (a) The Trustees shall from time to time pay into any scheduled bank sanctioned by the Trustees all monies received for credit to the account is to be styled "Trustees of Rural Power Company Limited Employees' Contributory Provident Fund".

- (b) The monies so deposited shall be dealt with only in accordance with the Regulations. The Trustees shall "be at liberty to keep a reasonable amount as petty cash for expenses. Any withdrawal from such bank account shall be by cheque signed jointly by any 02 (two) Trustees, as designated by Trustees in a meeting of the Trustees.
- (c) The Trustees shall from time to time invest the monies of the Fund not immediately required for the purposes of the Fund in any securities mentioned or referred to hereinafter, and shall be at liberty at their sole discretion to realize and sell or otherwise deal with any security and to re-invest the proceeds.

31.0 Payment on Death of a Member

On the death of Member :

- (a) If a nomination made by the Member in accordance with these regulations in favour of a member or members of his/her family subsists the amount standing to his/her credit in the Fund or the part thereof the which the nomination relates, shall become payable to the nominee or nominees in the proportion specified in the nomination and it will not be necessary for him/her or them to produce a succession certificate ;
- (b) In the absent of any nomination, become payable to the members(s) his/her legal heirs subject to produce a succession certificate.

32.0 Lapses and Forfeitures

All amounts which may accrue to the Fund by reason of any lapses or forfeitures and any balances which may remain unclaimed after a period of 03 (three) years shall be transferred to a Reserve Account to be utilized as the trustees shall, in their absolute discretion deem fit for the benefit of Members or retired Members of dependants of deceased member of any such person collectively or for adjusting devaluation in investment or for any other useful purpose at the end of each financial year i.e. on 30th June.

33.0 Loss to the Fund

Any loss to the Fund arising from any fall in investments or from any other cause whatever shall be borne by the Fund and neither any Member nor any other person shall have any claim upon the Trustees.

34.0 Audit of Trustee Account

The accounts of the Trustee Fund shall be made up and audited every financial year by an auditor or auditors appointed by the Company. The Company will pay all fees and other costs, charges and expenses incurred by the Trustees in the administration of the Fund.

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35.0 Receipts by Trustees

The receipt of the Trustees for the time being for the purchase of any property held by the Trustees and sold by them shall be good and sufficient discharge to the person paying or delivering such monies or effects for the monies or effect which is or by such receipt shall be expressed to be or to have been received and the persons paying or delivering such monies or effects and taking such receipts as aforesaid shall not be obliged required or to see to the application of the same monies or effects or be answerable or accountable for misapplication or non-application thereof.

36.0 Closing of the Fund

- (a) The Trustees may at any time with the consent of the Company, on giving 03(three) months notice in writing to each member personally or by sending it to his/her last known address or by displaying the same in a prominent place of the Company, wind up and determine the fund. After the expiration of the period of the 03(three) months from the date of giving such notice (if the same shall not in the meantime have been withdrawn), the Trustees shall realize its assets and after deducting all expenses of realization and any other sums that the Trustees may by-law or by the Rules be entitled to deduct, distribute the balance of the amount realized by payment to each member of the fund of the same proportion thereof that the total amount standing to the credit of the fund as at the date of the said notice bears to the total amount standing to the credit of such member.
- (b) As from the date of the aforesaid notice the fund shall cease to have any effect other than for the purposes of determining any right or tide or exercising any power, or discretion in relation to the winding up or distribution in the relation to the winding up or distribution assets. No person not already a member of the fund shall be admitted as a member of the fund after the date of the aforesaid notice. Upon the issue of the aforesaid notice the Trustee shall forthwith notify the Income Tax Authority for the time being having jurisdiction over the fund of its contents and effect.
- (c) In the event of any further enactment making it obligatory on the Company to constitute there under, or in the event of the Company being required to contribute to any other provident fund scheme for the benefit of the employees, the Company shall have the right in its absolute discretion to reduce or discontinue its contribution. The Board of Directors may close the Fund at any time if they consider that course advisable or of necessary, in which event the Fund shall be divided among the Members by payment to each Member of such sum as may be payable to him according to the market price of the investments of the Fund.

37.0 Signing of Cheque etc

The Trustees may from time to time by a resolution under their signatures authorize any Two or more of them to carry on all correspondence in relation to the operation of the Fund and sign and endorse for transfer or for conversion or for payment, government Promissory Notes and Bonds, Treasury Bills and other approved Securities under the Government of the People's Republic of Bangladesh or other local

Authority and all other securities held by the Trustees or to sign or endorse cheques, Drafts, Interest, Warrants, or Receipts for Interest. Provided that all cheques, Drafts, Interest, Warrants, Receipts of Interest, Promissory Notes and Bonds, Treasury Bills and other approved securities etc, must be signed or endorsed by at least two signatories.

38.0 Interest

The account of each member will be made after 30th June every financial year and each member's account will be credited with interest at the rate of **10% (ten percent)**. This rate may be changed time to time with the approval of RPCL Board.

Company will be responsible for paying any shortfall amount of interest in respect above mentioned rate and actual earned.

39.0 Transfer or Assignment by Member not Permissible

No Member shall be entitled to draw any money from the Fund in respect either of principal or interest or to transfer or assign whether by way of security or otherwise however his/her share or interest therein or in any part thereof. No such transfer or assignment shall be valid and the Trustees shall not recognize or be bound by notice to them of any such transfer or assignment and all amount standing to the credit of any Member who shall purport to transfer or assign his share or interest or any part thereof as aforesaid, unless the Trustees in their absolute discretion otherwise determine, shall forthwith be forfeited as from the date of such transfer or assignment to the use of the Fund and be dealt with by Trustees. If any prohibitory order or attachment or process of a Civil Court be served upon the Trustees or the Company or any person on their behalf by which any money standing to the credit of any member in the books of the Fund shall be attached or be ordered to be withheld from such Member, such moneys shall forthwith be forfeited to the use of the Fund and be dealt with accordingly, provided that the Trustees, in their absolute discretion at any time thereafter give such money or any part thereof for the benefit of the wife, children or family or such Member.

40.0 Withdrawals

1. A Member shall only be permitted to make withdrawals from his/her provident fund as loan on the following special grounds :
 - (a) To pay expenses incurred in connection with the illness of a Member or member of his/her family ;
 - (b) To pay for overseas passage for reason of health or education of the Member or his/her children ;
 - (c) To pay expenses in connection with marriages, funerals or ceremonies, which by the religion of the Member, it is incumbent upon him to perform and in connection with which it is obligatory that expenditure should be incurred ;
 - (d) To meet the expenditure on building or purchase a house or a site for a house.

2. No such withdrawal shall exceed 80% (eight percent) of the amount of Member's own contribution and interest thereon.
3. Save as provided in clauses (a), (b), (c) and (d) of sub-rule (1) a second withdrawal shall not be permitted until the sum first withdrawn has been fully repaid.
4. Where a withdrawal is allowed, the amount withdrawn shall be repaid in not more than 24 (twenty four) equal monthly installments and shall bear interest @ 10% (ten percent) per annum. or at the rate the Board of Trustees thinks appropriate.
5. The employer shall deduct such installments from the employee's salary and pay them to the Trustees, such deductions commencing from he/she second monthly payment made after the withdrawal or, in case an employee on leave without pay, from the second monthly payment made after his/her return to duty. The installments thus worked out shall be in numbers of whole taka.

41.0 Power to Borrow Money

The Trustees shall have power to borrow money for the utilization, protection and benefit of the Fund, provided always that the Company shall not in any way be responsible for the repayment or reimbursement of any such money borrowed by the Trustees or for any interest thereof, and shall not be liable for any loss suffered by the Fund or by the Trustees, on account of any such borrowing.

42.0 Power to Alter Rules

The Trustees shall have the power to add, alter or change any of the provisions of the Rules but so as the main purpose of the Fund shall not thereby affected. Such alternation of the Rules shall be made with the sanction of the Income Tax Authorities of the Government of the People's Republic of Bangladesh.

43.0 Disputes

All disputes or differences which may arise, between any member of his/her nominee or his/her legal representative and the Company as to meaning or effect of any Rule or as to any matter relating to or arising out of the same shall be referred to the Trustees whose decision shall be final and conclusive thereon provided that all disputes which may arise and which relate to the income tax matters shall be referred to the Income Tax Authorities for their decision.

44.0 Address of the Trustees

The address at which the Trustees of the Fund may be contacted is as follows :

The Trustees

C/O : Rural Power Company Limited

House # 19, Road # 1/B, Sector # 09, Uttara Model Town, Dhaka-1230.

- 45.0 Every Member shall be deemed to have read and / or understood these Regulations and be bound by them and every addition, amendments or repeal thereof that may be made hereafter.