



নিউক্লিয়ার পাওয়ার প্ল্যান্ট কোম্পানী বাংলাদেশ লিমিটেড (এনপিসিবিএল)

জাতীয় বিজ্ঞান ও প্রযুক্তি কমপ্লেক্স

ই-১৩/ডি, আগারগাঁও

শেরে বাংলা নগর, ঢাকা-১২০৭

নং - ৩৯.১০.০০০০.১০১.৯৯.০০৬.১৯-৫০৫

তারিখ : ২২ মে ২০২৫

অফিস আদেশ

নিউক্লিয়ার পাওয়ার প্ল্যান্ট কোম্পানী বাংলাদেশ লিমিটেড (এনপিসিবিএল)-এর ২১ মে ২০২৫ তারিখে অনুষ্ঠিত ২২২তম বোর্ড সভায় “Nuclear Power Plant Company Bangladesh Limited Employees’ Service Regulations, 2025” এর প্রবিধান ৩২.২ থেকে “or placed under suspension” শব্দগুলি বিলুপ্ত করার সিদ্ধান্ত গৃহীত হওয়ায় “Nuclear Power Plant Company Bangladesh Limited Employees’ Service Regulations, 2025” এর পরিমার্জিত সংস্করণ কর্তৃপক্ষের নির্দেশক্রমে এতদ্বারা এসঙ্গে প্রকাশ করা হলো।

সংযুক্তি :

Nuclear Power Plant Company Bangladesh Limited Employees’ Service Regulations, 2025
[Approved in the 220th Board Meeting held on 05 May 2025 & Amended in the 222nd Board Meeting held on 21 May 2025]

RAS-1

এস. আব্দুর রশিদ এফসিএস
কোম্পানী সচিব

বিতরণ/অনুলিপি :

- ১। চেয়ারম্যান, বাংলাদেশ পরমাণু শক্তি কমিশন
- ২। ব্যবস্থাপনা পরিচালক, এনপিসিবিএল
- ৩। প্রকল্প পরিচালক, রূপপুর পারমাণবিক বিদ্যুৎকেন্দ্র নির্মাণ প্রকল্প
- ৪। সকল বিভাগ, এনপিসিবিএল
- ৫। এনপিসিবিএল-এর ওয়েবসাইট : <https://npcbl.gov.bd>



Nuclear Power Plant Company Bangladesh Limited Employees' Service Regulations, 2025

[Approved in the 220th Board Meeting held on 05 May 2025 &
Amended in the 222nd Board Meeting held on 21 May 2025]



Nuclear Power Plant Company Bangladesh Limited Employees' Service Regulations, 2025

Preamble

In exercise of the powers conferred by Section 32 of Nuclear Power Plant Act, 2015 read with Article 120(1) of the Articles of Association of Nuclear Power Plant Company Bangladesh Limited (NPCBL), the Board of Directors of NPCBL is pleased to make the following Regulations:

Chapter-1 Preliminary

1. Short Title and Application

- 1.1. These Regulations may be called the “Nuclear Power Plant Company Bangladesh Limited Employees' Service Regulations, 2025”.
- 1.2. These Regulations shall apply to all employees of NPCBL.
- 1.3. These Regulations shall come into force immediately.

2. Definitions

In these Regulations, unless there is anything repugnant in the subject or context, -

- (i) “**Appointing Authority**” means the authority empowered to make appointments [i.e. the ‘Board of Directors’ in relation to appointment of Managing Director, Station Director and Company Secretary; and the ‘Managing Director’ in relation to appointment of all other employees];
- (ii) “**BAEC**” means Bangladesh Atomic Energy Commission.
- (iii) “**Basic Pay**” means the Basic Pay which has been sanctioned for a post held by an employee regularly or in an officiating capacity or to which he is entitled by reason of his position in NPCBL;
- (iv) “**Board**” means Board of Directors of NPCBL;
- (v) “**Category**” means a set of posts having functions and duties requiring similar qualifications and experiences;
- (vi) “**Company**” means Nuclear Power Plant Company Bangladesh Limited (NPCBL);
- (vii) “**Competent Authority**” means the Board or any officer to whom any power or authority is delegated by the Board;
- (viii) “**Controlling Officer**” means the controlling officer of a particular employee for the purpose of duties and/or administrative affairs;
- (ix) “**Day**” means a calendar day;
- (x) “**Employee**” means a person in the regular employment of NPCBL including a probationer.
- (xi) “**Family**” includes and “**Family Member**” means spouse, children and dependent parents of an employee.





- (xii) **“Government”** means the Government of the People’s Republic of Bangladesh.
- (xiii) **“Joining Time”** means the time allowed to a person to enable him to join a post on transfer or promotion.
- (xiv) **“Month”** means a calendar month.
- (xv) **“Officer”** means an employee who has been declared by the competent authority as an officer.
- (xvi) **“Prescribed”** means prescribed or determined by the Board from time to time.
- (xvii) **“Probationer”** means an employee whose service has not yet been confirmed.
- (xviii) **“Project”** means the Construction of Rooppur Nuclear Power Plant Project.
- (xix) **“Regular Employee”** means an employee whose service has been confirmed.
- (xx) **“Regulation”** means a Regulation of these Regulations.
- (xxi) **“Site”** means any Site of Nuclear Power Plant (NPP) of NPCBL and presently the Rooppur NPP Site.
- (xxii) **“Year”** means a ‘financial year’ for the purpose of accounts and finance, and a ‘calendar year’ for the purpose of performance appraisal and for other purposes.
- (xxiii) Words imported in Masculine Gender shall be taken to include Females but words imported in Feminine Gender shall not include males.
- (xxiv) Words imported in the singular shall include the plural, and vice versa.
- (xxv) **“Writing”** or **“Written”** or **“in writing”** shall include hand writing, printing and email correspondences.





Chapter - 2 **General Conditions**

3. Creation of Posts

- 3.1. The Board shall create all posts of employees.
- 3.2. The Board shall cause to have an Organogram containing the posts necessary to be filled for smooth operation and management of the affairs of the Company.
- 3.3. The Organogram of the Company may be reviewed and restructured by the Board from time to time.

4. Method of Appointment

Appointment to all posts shall be made by direct recruitment or by promotion.

5. Appointment for Special Purpose

The Managing Director may hire or deploy manpower for special purpose, for specific period, with prior approval of the Board.

6. Advertisement for Recruitment

All appointments by direct recruitment shall be made after advertisement in at least one Bangla and one English widely circulated national daily newspapers and such advertisement shall be made available on the website of the Company.

7. Selection / Promotion Committee

Selection / Promotion Committee(s) for all posts shall be constituted by the Board.

8. Procedure for Selection of Candidates

- 8.1. An incumbent will be selected through written and/or practical, primary physical fitness and viva-voce tests/exams, and proper scrutiny of relevant documents and upon obtaining necessary security clearance.
- 8.2. Selection Criteria shall be determined by the Board.

9. Age

No person below the age of 18 (eighteen) years supported by National Identity (NID) Card or by Birth Certificate shall be appointed.

10. Physical Fitness

No person shall be appointed to a post unless he is declared physically and mentally fit by a Medical Board constituted by the Board.

11. Probationary Period

- 11.1. Probationary Period of employees appointed by direct recruitment shall be 2 (two) years.
- 11.2. Probationary Period may be extended for further 1 (one) year based on results of trainings and/or performance evaluations.
- 11.3. A probationer failing to complete his probationary period successfully shall be terminated without assigning any reason.





12. Confirmation

- 12.1. After successful completion of probationary period, an employee shall be eligible for confirmation in the service of the Company with effect from the date of joining.
- 12.2. For confirmation in the service of the Company, an employee shall have to secure such marks as stated in the table below :

Mode of Assessment	Minimum Marks (%)
Annual Confidential Report (ACR)	90 (Ninety)
Performance Appraisal for the Probationary Period	90 (Ninety)
Assessment through Test/Exam on day-to-day activities and Professional/ Occupational/ Working Area	85 (Eighty-Five)

- 12.3. Service of a Probationer shall not be confirmed until and unless the antecedents of the person concerned have been verified through Bangladesh Police and found to be such as do not render him unfit for appointment in the service of NPCBL.

13. Performance Assessment and Annual Confidential Report (ACR)

- 13.1. Performance of every employee shall be assessed and confidential report(s) shall be obtained, usually on yearly basis, in accordance with ACR Management Guidelines to be laid down by the Board and using the prescribed form.
- 13.2. Based on safety compliance, as applicable, and other parameters to be determined by the Board from time to time, an employee shall be issued Green Card, Yellow Card or Red Card and this shall be reflected in the ACR as Remarks; An employee receiving Yellow Card for 2 (two) consecutive years shall be issued Red Card; An employee receiving Red Card shall be treated as inefficient which would lead to disciplinary proceedings.

14. Lien

- 14.1. An employee holding a permanent post shall retain a lien on that post –
- while performing the duties of that post;
 - while holding a temporary post or officiating in another post;
 - during joining time on transfer to another post;
 - while on leave;
 - while in training; and
 - while under suspension.
- 14.2. The Lien of an employee shall be lost, if he does not return to the service of NPCBL within 15 (fifteen) days after expiry of the lien period.

15. Overseas Visit

The Government shall be the competent authority for approving overseas visit or travel.

16. Transfer

An employee may be transferred by the competent authority from one post to another relevant post and from head office to site office or vice versa.

17. Joining Time

An employee shall be entitled to 3 (three) calendar days for joining a new post in case of any change of working station from head office to site office, or vice versa, upon transfer or promotion.





18. Seniority

18.1. Seniority on First Appointment

Seniority on first appointment shall be based on merit of the candidates, provided that the candidate(s) joined within the time limit given in the appointment letter or the extended time granted by the appointing authority.

18.2. Seniority of the Employees from BAEC

In the case of absorption from BAEC, the tenure of service of an employee in BAEC shall be taken into consideration for the purposes of determining seniority and career planning.

18.3. Seniority on Promotion

Seniority on promotion shall be determined in accordance with the promotion order and be effective from the date mentioned in such order.

18.4. Seniority in Cases of Promotion and Direct Recruitment in Same Year

In cases of promotion and direct recruitment in a certain post in the same calendar year, the promoted employee(s) shall be treated as senior to the directly recruited one(s).

18.5. Seniority in Cases of Prior Appointment / Promotion

No claim regarding seniority shall be brought with respect to any appointment or promotion taken place prior to coming into force of these Regulations.

19. Pay and Allowances

An employee shall draw pay and allowances as determined by the Board from time to time.

20. Regular Security Verification and Police Clearance

20.1. Every employee shall undergo security verification on regular intervals at the discretion of the competent authority or as per requirement of the Government.

20.2. Police Clearance shall be obtained for every employee in every alternate year.

21. Certain Conditions of Service

21.1. Unless there is anything contrary, the whole time of an employee shall be at the disposal of NPCBL and he may be employed in any manner and in any place as required by NPCBL.

21.2. If any information given by an employee is proved to be false or fabricated after appointment, NPCBL reserves the right to take disciplinary action which may include termination of employment without any benefit or compensation.

21.3. An incumbent at the time of joining, and an employee at any time as the competent authority thinks expedient, shall be required to submit a Signed Surety Bond in prescribed form that -

(i) he shall serve NPCBL for a definite period to be fixed by the Board, and

(ii) if he leaves NPCBL willingly before completion of the said definite period of service with NPCBL then he shall be liable to pay to NPCBL the total money equal to 75% (seventy-five percent) of pay and 100% (hundred percent) of training cost (local and foreign) spent for him by NPCBL or Government or any other authority.





21.4. An incumbent at the time of joining, and an employee at any time as the competent authority thinks expedient, shall be required to submit a Declaration regarding Confidentiality and Security in prescribed form and a declaration that if at any time he is found to be harmful for the security of NPCBL or of the state or of the government or of any NPP then the authority may take any legal action including immediate termination of service without any compensation.

22. Lateral Entry

22.1. Lateral Entry is entry to a post other than a post requiring no experience.

22.2. No lateral entry of employees shall be made for filling any post if the post can be filled by promotion or placement from existing employees.

22.3. In case of lateral entry of an experienced person through direct recruitment or through absorption of a person engaged in NPCBL, BAEC or Project, the terms and conditions of appointment to such post shall be determined by the Board.

22.4. No lateral entry of employees shall be made through absorption after coming into force of these regulations.

23. Contractual Appointment

The posts of Managing Director and Station Director shall, and any other posts (as the Board may decide) may, be filled by Contractual Appointment on such terms and conditions and for such tenure as the Board may determine from time to time.

24. Overseas Visit after End of Service

Within 3 (three) years from the date of ending of service of a regular employee, he shall have to obtain "No Objection Certificate (NOC)" from the competent authority for overseas visit for any purpose whatsoever.





Chapter-3 **Promotion**

25. Principles of Promotion

- 25.1. Promotion shall be administered against a vacancy with due consideration of relevant factors;
- 25.2. Promotion shall be considered based on subject/discipline/category of posts;
- 25.3. Promotion to any post shall be based on evaluation of merit, performance and seniority;
- 25.4. Promotion shall be based on satisfactory service record; and
- 25.5. Mere fulfillment of qualifying period shall not confer any right to promotion.

26. Promotion Procedure

26.1. Preparation for Promotion :

26.1.1. Prior to initiating a process for promotion, Human Resource Division shall -

- (i) determine the posts and positions (with numbers) to which promotion to be made;
- (ii) prepare a list of the employees for specific promotion process; and
- (iii) forward specific proposal to the Managing Director for initiating the process.

26.1.2. The Managing Director shall consider the proposal and, upon his satisfaction, place the matter before the Board for approval for initiating the process.

26.2. Eligibility for Consideration of Promotion :

An employee shall be eligible for consideration of promotion if he -

- (i) fulfills required criteria for promotion as determined by the Board from time to time; and
- (ii) has satisfactory service record.

26.3. Formation of Committees :

Promotion Committee(s) and Internal Evaluation Committee(s) shall be constituted by the Board.

26.4. Distribution of Marks for Evaluation :

26.4.1. Distribution of Marks shall be as stated below :

Sl. No.	Evaluation Criteria	Allotted Marks	Minimum Requirements
1	Annual Performance Appraisal / ACR	50	85%
2	Internal Evaluation	30	85%
3	Evaluation by Promotion Committee	20	85%
Total		100	





26.4.2. Marks Allocation based on ACR :

For allocation of marks under this criterion, marks obtained by an employee in ACRs for the entire period of service in the existing post shall be converted.

26.4.3. Internal Evaluation :

Internal Evaluation Committee shall allocate marks based on overall evaluation of performances in respective job, in special assignments, and as a team member.

26.4.4. Evaluation by Promotion Committee :

Promotion Committee shall conduct evaluation and allocate marks based on interview.

26.5. Recommendation for Promotion :

The Promotion Committee shall consolidate the marks and make its recommendations for consideration by the Board.

26.6. Approval of Promotion :

The Board shall be the authority to approve the matters of promotion.

26.7. Implementation of Promotion :

Promotion Order(s) shall be issued immediately after approval of the Board.





Chapter-4 **Pay and Benefits**

27. Fixation of Pay

27.1. Pay Structure :

Salary Grade and Basic Pay for an employee shall be in accordance with the Pay & Benefits Structure to be determined by the Board from time to time; The Board shall have the authority to re-structure salary, allowances and benefits based on the financial condition of the Company.

27.2. Salary during Probationary Period :

During the probationary period, an employee shall be paid a consolidated salary in accordance with the Pay & Benefits Structure.

27.3. Provision of Salary during Probationary Period for Experienced Employees :

Salary during the probationary period for the experienced employees recruited through lateral entry shall comprise -

- (i) Initial Basic Pay for the regular employees of NPCBL,
- (ii) Project Allowance (for the period of his attachment with the said project) or Power Plant Allowance,
- (iii) Foreign Training Allowance (for the period of foreign training, if any), and
- (iv) Festival Allowances as per applicable Regulations.

27.4. Special Provision of Initial Salary for Employees from BAEC :

Salary for initial 1 (one) year for the employees appointed or absorbed from among the BAEC Employees shall comprise -

- (i) Initial Basic Pay for the regular employees of NPCBL,
- (ii) Project Allowance (for the period of his attachment with the said project) or Power Plant Allowance,
- (iii) Foreign Training Allowance (for the period of foreign training, if any), and
- (iv) Festival Allowances as per applicable Regulations.

27.5. Annual Increment :

27.1.1. An employee shall be entitled to annual increment as stated in the Pay & Benefits Structure.

27.1.2. Generally, annual increment shall be effective on 01 July every year. Qualifying length of service of an employee for the first increment shall be at least 6 (six) months of service in NPCBL.

28. Extra-work Allowance

Extra-work Allowance shall be allowed to the employees from Grade-15 to Grade-20 when required to work beyond the normal working hours in operation and maintenance/repair of power plants and other allied installations as well as other works connected with them and the rate of such allowance will be determined by the Board from time to time.





29. Project Allowance or Power Plant Allowance

- 29.1. Rate of Project Allowance or Power Plant Allowance, as applicable and for the eligible employees, shall be as stated in the Pay & Benefits Structure.
- 29.2. Regular Employees attached with Construction of Rooppur Nuclear Power Plant Project, and other eligible employees (as may be determined from time to time by the competent authority), shall be entitled to Project Allowance during such attachment or eligibility.
- 29.3. Project Allowance shall not be applicable for an employee who undergoes foreign training, with an entitlement to foreign training allowance, for the period of foreign training.
- 29.4. When power plant will be in commercial operation, Project Allowance shall be terminated, and the employees posted in any NPP of NPCBL shall be entitled to Power Plant Allowance to be determined by the Board.

30. Shift Duty Allowance

When power plant will be in commercial operation, employees working on shifting basis shall be entitled to shift allowance as stated in the Pay & Benefits Structure.

31. Uniform and Washing Allowance

- 31.1. An employee shall be provided with official uniform to be determined from time to time.
- 31.2. An employee shall be entitled to Washing Allowance as stated in the Pay & Benefits Structure.

32. Festival Allowances

- 32.1. A Regular Employee shall be entitled to Festival Allowances as stated in the Pay & Benefits Structure.
- 32.2. No Festival Allowances shall be payable to any employee who has tendered resignation without observing appropriate formalities or is dismissed [¹] prior to the date of disbursement of festival allowance.

33. Medical Benefits / Medical Facilities / Medical Allowances

- 33.1. An employee shall be entitled to Medical Allowance as stated in the Pay & Benefits Structure.
- 33.2. Policy on Medical Benefits / Medical Facilities / Medical Allowances shall be framed by the Board from time to time.

34. Compensation for Accident on Duty

- 34.1. An employee, if he suffers bodily injury as a result of an accident while on duty and takes medical treatment(s) as per prescription or recommendation from the Medical Center of NPCBL, shall be entitled to the following benefits, subject to approval of the competent authority :
- (a) Doctors' Consultation Fee;
- (b) Cost of Medicine; and
- (c) Other medical costs related to the treatment(s) of the injury.



¹ The words "or placed under suspension" were omitted by a resolution adopted in the 222nd Board Meeting held on 21 May 2025.



- 34.2. No 'compensation for accident on duty' shall be applicable, if it is proved that the employee -
- (i) was intoxicated or under influence of illegal drug; or
 - (ii) wilfully disobeyed an order of the authority; or
 - (iii) wilfully disregarded any applicable procedure.

35. Residential Accommodation

- 35.1. NPCBL will provide Residential Accommodation to all regular employees and an employee shall have to avail residential accommodation provided by the authority.
- 35.2. If residential accommodation cannot be provided by NPCBL to any regular employee, he shall be entitled to House Rent Allowance as stated in the Pay & Benefits Structure.
- 35.3. Costs of consumption of utility services such as water, gas, electricity etc. and other charges shall be paid by the allottee.
- 35.4. An employee shall be liable for rent and other charges until he vacates and makes over possession of residential accommodation.
- 35.5. An employee shall vacate the residential accommodation within 2 (two) months of his transfer or termination or retirement, except in special circumstances the competent authority may allow him extension of time, not exceeding 6 (six) months, to vacate the residence.

36. Gratuity

- 36.1. An employee of NPCBL shall be entitled to gratuity as stated in the Pay & Benefits Structure.
- 36.2. Gratuity shall be allowable to -
- (a) an employee -
 - (i) whose service has been confirmed and who has rendered at least 3 (three) years of continuous service in NPCBL, or
 - (ii) who has been absorbed from BAEC but not entitled to pension benefits from BAEC, and complies with all applicable provisions;and
 - (b) an employee -
 - (i) whose post (to which he is appointed) is abolished; or
 - (ii) who is retrenched from service; or
 - (iii) who is discharged from service on health ground, or
 - (iv) who dies while in servicebefore completion of 3 (three) years of service in NPCBL.
- 36.3. Nomination of Beneficiary :
- 36.3.1. Each employee shall make nomination in Prescribed Form to receive the amount of gratuity in the event of his death before payment of gratuity.





36.3.2. If an employee nominates more than one person under Regulation 36.3.1, he shall specify the share payable to each of the nominees in such a manner as to cover the whole amount of gratuity.

36.3.3. An employee may, at any time, cancel a nomination by notice in writing, and in doing so, he shall, along with such notice, send a fresh nomination made in accordance with the provisions of Regulations 36.3.1 and 36.3.2.

36.4. Payment in the Event of Death

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

36.5. Procedure for Payment

36.5.1. The payment of gratuity shall be made, through electronic transfer, after the bill thereof has been pre-audited by the Accounts Office of NPCBL and upon clearance from all respective units.

36.5.2. In case there exists any proceeding with respect to an employee, payment shall be made upon conclusion of the said proceedings.

37. Travelling and/or Daily Allowance

An employee shall be entitled to Travelling Allowance (TA) and/or Daily Allowance (DA) as per the Travelling Allowance Policy to be framed by the Board from time to time.





Chapter-5

Leave

38. Kinds of Leave

38.1. An employee of NPCBL shall be allowed to the following leaves subject to the approval of competent authority :

- (a) Casual Leave
- (b) Earned Leave
- (c) Extra-ordinary Leave
- (d) Maternity Leave
- (e) Ex-Bangladesh Leave
- (f) Quarantine Leave

38.2. Casual Leave :

38.2.1. Casual leave is not a right; it is the discretion of the controlling officer.

38.2.2. An employee is entitled to casual leave for maximum 20 (twenty) days in a Gregorian calendar year and such leave shall not be carried forward in the next year.

38.2.3. Casual Leave shall not be granted to make a bridge between general holidays at both ends.

38.2.4. No employee shall be allowed casual leave for more than 5 (five) days at a stretch.

38.3. Earned Leave :

38.3.1. An employee shall earn leave on average pay at the rate of 1/11th (one-eleventh) and on half-average pay at the rate of 1/12th (one-twelfth) of the period of service.

38.3.2. In special cases, when leave on average pay is not available, every two days of earned leave on half-average pay can be converted into one day of leave on average pay.

38.3.3. Earned leave for maximum 12 (twelve) months may be encashed at the time of ending of service upon completion of at least 10 (ten) years of service.

38.4. Extra-ordinary Leave :

An extra-ordinary leave may be granted when an employee does not have any credit in his leave account and such leave shall be counted as without pay.

38.5. Maternity Leave :

38.5.1. A female employee is entitled to maternity leave with pay for a maximum period of 6 (six) months.





38.5.2. If suggested by a registered medical practitioner, maternity leave may be extended for a period not exceeding 60 (sixty) days which will be deducted from or adjusted with earned leave.

38.5.3. Maternity leave may be availed by a female employee for maximum two times during her entire service period in NPCBL.

38.6. Ex-Bangladesh Leave :

Subject to availability of earned leave, an employee may be entitled to ex-Bangladesh leave for a period not exceeding 60 (sixty) days at a time for any purpose of pilgrimage, medical treatment or visiting close family members or for any other reasonable purpose outside Bangladesh upon prior approval of the competent authority and subject to any condition imposed by the Board from time to time; such leave shall be deducted from earned leave.

38.7. Quarantine Leave :

Quarantine Leave is the leave of absence from duty necessitated in consequence of the occurrence of any infectious disease in the family or household of an employee for a period not exceeding 21 (twenty-one) days. Such leave may be granted on the basis of certificate of a medical officer or a public health officer.

39. Leave Procedure

39.1. Application for any leave shall have to be made in a prescribed form.

39.2. An application for leave may be granted by the competent authority on the recommendation of the controlling officer.

40. Leave Account

Leave Account for every employee shall be maintained in a prescribed form.





Chapter-6 **Conduct, Discipline and Appeal**

41. General Conduct

41.1. Every employee shall (but not limited to) -

- (a) conform to and abide by these Regulations;
- (b) remain aligned to the vision, mission, policies, goals and guidelines of NPCBL;
- (c) show commitment to the Company through performance;
- (d) observe, comply with and obey all orders and directions which may, from time to time, be given by NPCBL or any person under whose jurisdiction, superintendence or control he is assigned;
- (e) perform his duties faithfully, honestly and diligently;
- (f) use his utmost endeavours to promote the interests of NPCBL;
- (g) observe proper decorum, wear uniform, use safety equipment and show courtesy in all matters to all concerned;
- (h) maintain strict secrecy and confidentiality of affairs of the Company or of the State or of the Government or of any NPP;
- (i) immediately report to NPCBL in case any member of his family is engaged in any employment, trade or business with NPCBL;
- (j) at the time of joining the service under the Company, make in the prescribed form a declaration of movable and immovable properties including shares, debentures, certificates, securities, insurance policies, land, home, flat, furniture, electronic goods, savings and jewellery belonging to or held by him or a member of his family;
- (k) within 31 July each year, make in the prescribed form an annual return of movable and immovable properties as on 30 June showing increase or decrease in the properties shown in the declaration made at the time of joining or in the last annual return, as the case may be; and
- (l) as and when required by the Government or any authority, through a general or special order, furnish information of movable and immovable properties.

41.2. No employee shall (but not limited to) -

- (a) associate himself with any political organization, front organization of political parties or otherwise take active part in politics or any political demonstration; or
- (b) absent himself from duties, or leave his station without obtaining permission from his controlling officer; or
- (c) make any statement or comment through any sort of press, radio, television or any media including social media, unless specifically authorized to do so by the competent authority; or
- (d) organize, implement or take part in any unauthorized public gathering, press conference, agitation, demonstration, gherao or similar activities, or influence other(s) to do so; or
- (e) be detrimental to office environment or working environment in any way; or
- (f) upload / share any content or make any comment concerning Government or NPCBL or any person(s), through any media including social media, which content or comment may embarrass Government, NPCBL Authority, or any person concerned; or





- (g) allow any third party to avail the residential accommodation, wholly or partly, allotted to him; or
- (h) accept or seek any other employment or office or part-time work, whether on payment, stipendiary or honorary, without previous sanction of the appointing authority other than occasional work of a purely literary or artistic nature causing no embarrassment to the Company; or
- (i) engage himself in any trade or business; or
- (j) get admission into, or enrol himself for, or continue with, any higher study or education; or
- (k) be a member of any association or union or professional organization; or
- (l) be married to any foreign national; or
- (m) indulge in favouritism, parochialism, victimization, wilful abuse of office, procession in the office premises, blockade to any office or employee or coercion to any employee in a body or individually; or
- (n) be harmful for the security of the Company or of the Government or of the State or of any NPP.

41.3. No employee or his family member shall -

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

Explanation :

For the purpose of Regulation 41.3, the expression “**Family Member**” shall include any of spouse, son, daughter, step-son, step-daughter, father, mother, brother, sister, step-brother, step-sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law of an employee.

42. Penalties and Grounds for Penalty

42.1. Grounds for Penalty

The authority specified in Regulation 43, may impose upon an employee one or more penalties specified in Regulation 42.2 for any offence mentioned herein below i.e., where he -

- (a) is guilty of negligence to his duties, or
- (b) is inefficient, or has ceased to be efficient, or
- (c) is guilty of misconduct, or
- (d) is guilty of ‘desertion’, in any of the following cases :
 - (i) unauthorized absence for continuous 10 (ten) days,
 - (ii) absence for 15 (fifteen) days beyond the approved leave,
 - (iii) unauthorized departure from Bangladesh,
- (e) is corrupt, or may reasonably be considered corrupt because:
 - (i) he is, or any of his dependants or any other person through him or on his behalf is, in possession of pecuniary resources or of property disproportionate to his known source of income, or





- (ii) he has assumed a style of living beyond his ostensible means of livelihood, or
- (iii) he has persistent reputation of being corrupt, or
- (f) is engaged, or assumed to be engaged, or is reasonably believed to be engaged in subversive activities, or is reasonably believed to be associated with other(s) engaged in subversive activities, and whose retention in service is, therefore, considered prejudicial to national security or international legal instruments in which Bangladesh is a party,

Explanation :

For the purpose of Regulation 42.1,

- (1) the expression “**Subversive Activities**” includes, but not limited to, any of the following activities :
 - (i) theft, illegal transfer and intentional possession of nuclear material, highly radio-active material, radio-active devices and threat, related to nuclear facilities and associated activities;
 - (ii) disruption of operation or normal operating condition of nuclear facilities;
 - (iii) unauthorised access to sensitive materials, information or protected areas of the facilities;
 - (iv) introduction of contraband items into sensitive areas of nuclear facilities;
 - (v) sabotage to cause or intent to release of radioactivity;
 - (vi) illicit trafficking of nuclear materials, other radioactive materials or contraband items;
 - (vii) unauthorised disclosure of confidential information (including electronic information);
 - (viii) espionage; or
 - (ix) any violent, non-violent or passive harmful activity.
- (2) “**Misconduct**” includes, amongst others, the following acts :
 - (i) habitual late attendance;
 - (ii) leaving place of duty without permission;
 - (iii) wilful misrepresentation or suppression of fact;
 - (iv) teasing or misbehaviour with others;
 - (v) sexual abuse or sexual harassment;
 - (vi) ill intent including media campaign;
 - (vii) unnecessary delay in disposal of files and records;
 - (viii) causing harm through negligence;
 - (ix) negligence or failure to comply with protocols for safety, security or safeguards in any situation;
 - (x) mishandling sensitive information;
 - (xi) wilful breaches of safety, security or safeguarding;
 - (xii) seizure to any office or keeping any employee in hostage; and
 - (xiii) intimidation or coercion to any person.





42.2. Penalties

The authority, as specified in Regulation 43, may impose one or more of the following penalties :

- (a) Censure;
- (b) Withholding, for a specified period, of Increment or Promotion;
- (c) Reduction to a Lower Post;
- (d) Recovery from pay of the whole or part of any loss caused to NPCBL by the negligence or any other misconduct of the employee;
- (e) Compulsory Retirement;
- (f) Removal; and
- (g) Dismissal.

42.3. If an employee is awarded with Censure, his eligibility for promotion shall be deferred for 2 (two) years.

42.4. If an employee is awarded with Reduction to a Lower Post, he will be treated as newly appointed in the reduced post.

43. Power to order for Inquiry, to initiate Proceedings, to impose Penalty and/or to decree Appeal or review

The power to order for Inquiry, to initiate Proceedings, to impose any Penalty(ies) upon an employee under Regulation 42.2 and/or to decree Appeal or review shall vest in the authority competent to make appointment to the post which is held by the employee in NPCBL and such authority may be as stated below :

Sl. No.	Post of Employee	Authority to order for Inquiry or to initiate Proceedings	Authority to impose Penalty	Appellate Authority	Authority to review
(1)	(2)	(3)	(4)	(5)	(6)
1	Managing Director	Board	Board	Not Applicable	Board
2	Station Director	Board	Board	Not Applicable	Board
3	Company Secretary	Board	Board	Not Applicable	Board
4	Other Employees	Managing Director	Managing Director	Board	Not Applicable

44. Suspension

44.1. An employee may be placed under suspension, pending inquiry, for any offence as specified in Regulation 42.1; The power of suspension shall normally vest in the authority specified in Regulation 43.

44.2. During suspension an employee shall be entitled to a subsistence allowance comprising half of his basic pay and full of House Rent Allowance, Education Allowance, Medical Allowance and Festival Allowances, if any.

44.3. An employee, while under suspension, shall have to report attendance regularly and shall not leave his working station without prior permission of the authority.

44.4. An employee, if imprisoned, shall be deemed to be suspended from the date of such imprisonment.





45. Inquiry Procedure

- 45.1. When an employee is to be proceeded against any offense mentioned in Regulation 42.1, he shall be called upon by the appointing authority to submit explanation as to why disciplinary action should not be taken against him for the alleged offence and to inform whether he seeks any opportunity of personal hearing, in writing, within 10 (ten) working days.
- 45.2. If an employee submits explanation and if seeks personal hearing the appointing authority shall give an opportunity of being heard.
If the explanation given by the accused is found satisfactory then the accused may be discharged from the allegation.
- 45.3. When the explanation given is not found satisfactory, or no explanation is submitted, the appointing authority shall frame charge against him and appoint an Inquiry Officer or constitute an Inquiry Committee; The Inquiry Officer or the convenor of the Inquiry Committee shall be senior in rank to the accused.
- 45.4. The Inquiry Officer or the Inquiry Committee, as the case may be, shall notify the accused within 10 (ten) working days mentioning the date, time and place of hearing which shall preferably be continuous.
- 45.5. The Inquiry Officer or the Inquiry Committee, as the case may be, shall submit inquiry report within 10 (ten) working days after completion of hearing:
Provided that the whole enquiry procedure shall be completed within 60 (sixty) days from the date of appointing the inquiry officer or constitution of the enquiry committee, as the case may be.
- 45.6. Failure to comply with the time frame mentioned above, by the inquiry officer or the members of the inquiry committee, shall be treated as misconduct.
- 45.7. Upon an inquiry, if the charge against the accused is not proved beyond doubt, the appointing authority may initiate inquiry afresh, or discharge the accused where it is appropriate.
- 45.8. The appointing authority while imposing penalty shall consider the written statement submitted by the accused in his defence, the report of the inquiry officer or of the committee and other circumstances (if any), and if the charge is proved against the accused, the appointing authority shall decide to impose such penalty as it may deem fit and proper:
Provided that before imposing penalty of compulsory retirement or dismissal or removal or reduction to a lower post, the accused shall be given second show cause notice as to why the penalty proposed should not be imposed upon the accused seeking to reply in writing within 7 (seven) working days.
- 45.9. When the accused submits reply to the second show cause notice within the stipulated time and it appears to be not satisfactory, or no reply is submitted, the appointing authority shall finalize the penalty on objective satisfaction and issue an order in writing to that effect and the same shall be communicated to the accused.

46. Dismissal on Conviction

When an employee is convicted by a Court of Law on charge of a criminal offence, the appointing authority shall dismiss him from service of NPCBL with effect from the date of passing such order of conviction.





47. Deduction from Salary

- 47.1. For unauthorized absence of an employee, an amount equivalent to his basic pay of 2 (two) days shall be deducted for each day for the first instance; and the amount of such deduction shall be equivalent to his basic pay of 3 (three) days for each subsequent occasion.
- 47.2. For late attendance or for unauthorized early leave from working place by an employee, an amount equivalent to his basic pay of 1 (one) day for each occasion shall be deducted.

48. Appeal etc.

- 48.1. An employee shall have the right to appeal once against an order imposing any penalty, as specified in Regulation 43.2, to the authority next superior to the authority imposing the penalty; and where the penalty is imposed by the Board, there shall ordinarily lie no appeal but the Board may review its order once upon receipt of a written application submitted by the employee concerned.
- 48.2. Every appeal shall -
- (a) contain all material statements and grounds relied upon and be complete in all respects;
 - (b) specify the relief prayed for; and
 - (c) be submitted within 60 (sixty) days from the date of receipt of the order of penalty.
- 48.3. The appellate authority shall examine -
- (a) whether the facts on which the order of penalty is based have been established; and
 - (b) whether the penalty is adequate, inadequate or excessive
- and after such examination shall pass such order as it considers proper.
- 48.4. An appellate authority may call for the records of the case and shall preferably dispose of the appeal within 60 (sixty) days.
- 48.5. Nothing in these Regulations shall preclude the Board from revising, whether on its own motion or otherwise, any order passed by an authority subordinate to it in exercise of power conferred on such authority by these Regulations.
- 48.6. If an employee who was dismissed, removed or suspended is acquitted of the charge against him, the Board will decide as to his pay and other benefits.
- 48.7. Decision of the Board regarding an appeal shall be final.

49. Bar to resign

An employee under suspension or inquiry process or prosecution on charge of any offence under these Regulations, or otherwise, shall not be allowed to resign or retire voluntarily from service until the case is finally disposed of.





Chapter-7

End of Service

50. Retirement

An employee shall retire from service of NPCBL on completion of the age of 59 (fifty-nine) years.

51. Resignation

51.1. Unless otherwise provided in the terms of employment or of any bond executed or of any undertaking given by an employee, an employee may resign from service notifying the authority before 3 (three) months in writing, or by making payment of 3 (three) months' basic pay in lieu of notice period or payment for the period by which such notice falls short, if any, in addition to other liabilities including training cost.

51.2. Where an employee holds specific license, permit or authorization, he shall not be eligible for resignation under Regulation 51.1 during continuation of the validity of such license, permit or authorization.

If an employee who holds specific license, permit or authorization desires to resign from service after expiry of aforesaid license, permit or authorization, he shall have to notify before 6 (six) months of expiry.

51.3. Unless otherwise provided in the terms of employment or of any bond executed or of any undertaking given by an employee, a probationer may resign from service notifying the authority before 30 (thirty) days in writing, or by making payment of 30 (thirty) days' salary in lieu of notice period or payment for the period by which such notice falls short, if any, in addition to other liabilities including training cost.

52. Termination

52.1. If the appointing authority finds that the service of an employee is no longer required, it may terminate the employee by serving a notice of 3 (three) months in writing, or in lieu thereof making payment for 3 (three) months' basic pay.

52.2. If the appointing authority finds that the service of a probationer is no longer required, it may terminate the employee by serving a notice of 30 (thirty) days in writing, or in lieu thereof making payment for 30 (thirty) days' salary.

53. Retrenchment

53.1. An employee may be retrenched from service on the ground of redundancy.

53.2. A retrenched employee shall be entitled to the benefit of gratuity in addition to other entitlements, if any.

54. Discharge

54.1. An employee may be discharged from service on the ground of physical or mental incapacity or continued ill-health certified by a registered medical practitioner.

54.2. A discharged employee shall be entitled to the benefit of gratuity in addition to other entitlements, if any.





55. Removal

- 55.1. An employee may be removed from service as penalty as a result of a disciplinary proceedings.
- 55.2. A removed employee shall be entitled to half of the usual benefit of gratuity in addition to other entitlements, if any.
- 55.3. A removed employee shall not be eligible for further employment.

56. Dismissal

- 56.1. An employee may be dismissed from service as penalty as a result of a disciplinary proceedings.
- 56.2. A dismissed employee shall not be entitled to any benefit of gratuity but shall be entitled to other benefits, if any.
- 56.3. A dismissed employee shall not be eligible for further employment.

57. Death

- 57.1. If an employee dies while in service in NPCBL, his service shall deem to be ceased on the date of his death.
- 57.2. All the financial benefits related to the deceased employee shall be paid to his nominee, or to his legal heir(s) in absence of the nominee.

58. Certificate of Service

Every employee may get a certificate relating to service on his ending of service subject to fulfilling all requirements by him, if any.

Chapter-8

Repeal, Savings and Amendment

59. Repeal and Savings

- 59.1. Upon commencement of these Regulations, any other legal instrument(s) for the time being in force prior to coming into force of these Regulations, and inconsistent with the provisions of these Regulations, are hereby repealed.
- 59.2. All appointments made, all powers conferred, or all jurisdictions exercised under the repealed regulations shall be treated to be valid and shall be deemed to have been made, conferred, or exercised under the corresponding provisions of these Regulations.
- 59.3. Any legal proceeding pending before any authority, before commencement of these Regulations, shall continue as if it has been initiated under these Regulations without any detriment.

60. Amendment

The Board may change or amend or omit any of the provisions of these regulations from time to time as it may deem fit.

