

“DIBRUGARH UNIVERSITY GENERAL PROVIDENT FUND, RULES, 2013”

(Rules approved by the Executive Council in its 320th meeting held on 13.08.2013 as per amendment of the Dibrugarh University Act, 1965 vide Gazette Notification No 216, dated Dispur, 30th May, 2013.)

1. Title and commencement

(i) These rules shall be called the “Dibrugarh University General Provident Fund, Rules, 2013”.

(ii) These rules has come into force with effect from 1st April, 2013

2. Definitions

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

2.1 ‘University’ means the Dibrugarh University.

2.2 ‘Executive Council’ means the Executive Council of the Dibrugarh University.

2.3 ‘Emoluments’ means emoluments which an employee is receiving monthly immediately before the date of his retirement or relinquishment of service and includes:

(a) Pay

(b) Personal pay which has been granted in lieu of loss of pay

(c) Special pay attached to a post and

(d) Half of

(i) the difference between his substantive and the pay actually drawn in higher officiating or temporary appointments;

(ii) special pay other than that referred to in clause (c) above

(iii) personal pay other than that referred to in clause (b) above.

2.3.1 “Emoluments for the above purpose shall be the emolument drawn on the date immediately preceding the date of proceeding on leave”.

2.3.2 ‘Average emoluments’ means the average of the emoluments as defined above, calculated in respect of the last ten complete month of service.

2.4 Family means

(a) In the case of a male subscriber, the wife or wives and children of a subscriber and the widow or widows and children of a deceased son of the subscriber. Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber’s family in matters to

which these rules relate, unless the subscriber subsequently intimates in writing to the Registrar that she shall continue to be so regarded.

(b) In the case of a female subscriber – the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber.

Provided that if a subscriber by notice in writing to the Registrar expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels such notice in writing.

Note: 'Child' means a legitimate child and includes an adopted child where adoption is recognized by the personal law governing the subscriber.

2.5 'Fund' means the General Provident Fund of the University.

2.6 'Leave' means any kind of leave recognized by the University.

2.7 'Pay' means the amount drawn monthly by an employee as pay which has been sanctioned for the post held by him substantively or in an officiating capacity and includes special pay and personal pay, if any.

2.8 'Personal pay' means additional pay granted to an employee of the University:

(a) To save him from a loss of substantive pay in respect of a permanent post owing to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure;

(b) In exceptional circumstances on other personal consideration.

2.9 (a) 'Registrar' means the Registrar of the 'University' or other person appointed by the Executive Council to discharge to duties of the Registrar.

2.10 'Special pay' means an addition in the nature of pay to emoluments to a post or to an employee of the University granted in consideration of the specially arduous nature of his duties or of a specific addition to this work or responsibility.

2.11 'Year' means the financial year of the University.

2.12 'Employee' means an employee of the University both academic and non-academic.

2.13 'Subscriber' means an employee who is entitled to pay subscription to the General Provident Fund.

2.14 'Subscription' means the amount subscribed by an employee to the General Provident Fund.

2.15 'Provident Fund' means the Fund maintained in the University as per the Dibrugarh University Provident Ordinance 1967.

2.16 ‘CPF’ means ‘Contributory Provident Fund’.

3. Application of Rules

(i) The cumulative balance till 31/03/2013 in the C.P.F. Accounts of the employees who have entered in regular service of the University prior to 01/02/2005 and continuing till 31/03/2013 to the extent of 10% of Basic Pay as Employee’s contribution along with interest accrued thereon shall be taken as subscription to G.P.F. account under these rules.

4. General (Miscellaneous)

(i) The administration of G.P.F provided under these rule shall be regulated by such procedural instructions as would be issued by the Executive Council from time to time.

(ii) Any matter regarding G.P.F. which is not expressly provided in this Rules shall be decided according to the provisions in the General Provident Fund (Assam Services) Rules 1937 (as amended).

(iii) Interpretation:

If any question arises relating to the interpretation of these rules, it shall be referred to the Executive Council whose decision thereon shall be final.

(iv) The Executive Council of the University shall retain the right to change any clauses of these Rules, including insertion of new clauses from time to time, as it deems fit.

(v) The Executive Council may opt for creating a suitable Trust, in the name of “ Dibrugarh University GPF Trust” for operation of the Corpus of the GPF Fund and its annual accruals from the members contributions, with effective investment policies for the benefits of the members. While forming such Trust , these Rules framed under “DU GPF Rules,2013” shall form part and parcel of the proposed trust.

APPENDIX- A

“General Provident Fund Rules, 2013”

Section – I General Provident Fund

5.Subscriber – Subject to the rules as provided here every employee of the University holding a permanent substantive appointment and a subscriber to

C.P.F before 1-2-2005 and not retired from the service of the university till 31.03.2013 shall be entitled to be a subscriber to the General Provident Fund.

6.Nominations

6.1 A Subscriber shall submit to the Registrar within such time as fixed by the Registrar, a nomination in the prescribed form conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death.

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

6.1.2 Provided further that the nomination made by the subscriber in respect of Contributory Provident Fund to which he/she was subscriber before joining the Fund shall be deemed to be a nomination duly made under this rule until he makes a fresh nomination in accordance with this rule.

6.2 If a subscriber nominates more than one person under rule 6.1 he / she shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

6.3 Every nomination shall be in such one of the forms appended here to as is appropriate in the circumstance (Vide Forms I to IV in Annexure.)

6.4 A subscriber may cancel a nomination by sending a notice in writing to the Registrar. The subscriber shall, along with such notice or separately, send a fresh nomination made in accordance with the provisions of this rule.

6.5 A subscriber may provide in a nomination:

(a) In respect of any specified nominee, that in the event of his/her predeceasing the subscriber, the right conferred upon that nominee shall pass to such other persons as may be specified in the nomination, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify that amount of share payable to each in such a manner as to cover the whole of the amount payable to the nominee;

(b) That the nomination shall become invalid in the event of the happening of a contingency specified therein.

Provided further that if at the time of making the nomination the subscriber has no family, he/she shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family;

Provide further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under the clause (a) shall become invalid in the event of his subsequently acquiring other member or members of his family.

6.6 Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of **Rule 6.5** or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of **Rule 6.5** or the proviso thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provision of this rule.

6.7 Every nomination made and every act of cancellation by a subscriber shall to the extent that it is valid, take effect on the date on which it is received by the Registrar

7. The University will not be bound by nor will recognize any assignment or encumbrance executed or attempted to be created which affects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.

8. Subscriber's Account

8.1 The account maintained under C.P.F shall be termed as G.P.F account in the name of each subscriber with effect from 1-4-2013 to which shall be credited the subscriber's subscription and interest only as provided by these rules on subscription.

8.2 DU Provident Fund Ordinance 1967 shall not be in force with effect from 1-4-2013 retrospectively.

8.3 University's contributions to the employee including interest for the month of April 2013 to July 2013 shall be transferred to the Pension Fund Account to be maintained at SBI DU Branch.

9. Subscription and the rates of subscription.

9.1 Every subscriber shall subscribe monthly to the Fund when on duty in the service of the University and the subscription shall be deducted from monthly salary of the subscriber at source.

9.1.1 Provided that a subscriber shall not subscribe during the period when he is under suspension and may at his option not subscribe during any period of leave other than leave on average pay or earned leave of less than thirty day's duration as the case may be.

9.1.2 Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in installments any sum not exceeding the maximum amount of arrears of subscription payable for that period.

9.2 The subscriber shall intimate his election not to subscribe during leave by a written communication addressed to the Registrar before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-rule shall be final.

10. Rates of Subscription:

10.1 The rate of subscription shall be fixed by subscriber himself subject to the following conditions:

10.1.1 The rate of subscription shall be 10% of his/her basic pay with effect from 01/04/2013, the amount so calculated being rounded off to the nearest rupee.

10.2 For the purpose of this rule, the basic pay of a subscriber shall be:

10.2.1 In the case of a subscriber who was in service on 31st March of the preceding year, the basic pay to which he was entitled on that date, provide as follows.

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

(ii) If the subscriber was on deputation away from the University on the said date and continue to be on leave and has elected to subscribe during such leave, his basic pay shall be the basic pay to which he would have been entitled had he been on duty in the University;

(iii) If the subscriber joined the Fund for the first time on a day subsequent to the said date, his basic pay shall be the basic pay to which he was entitled on such subsequent date.

10.2.2 In the case of a subscriber who was not in service on the 31st of March of the preceding year, the basic pay to which he was entitled on the first day of his service.

11. Interest:

11.1 At the end of each financial year that is on 31st March the University shall pay to the credit of the account of each subscriber interest at such rate as may be determined by the Executive Council from time to time.

11.2 Interest shall be credited yearly on the amount of a subscriber on the 31st March of every year after adjustment of any amount withdrawn during the year.

11.2.1 The total amount of interest shall be rounded to the nearest rupees (0.50p. and above counting as the next higher rupee)

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

11.4 For the purpose of this rule the date of credit shall be deemed to be the first day of the month in which it is credited.

12. Advance from the Fund:

12.1 The payment of an advance from the fund may be sanctioned by the Vice-Chancellor to a subscriber from the amount of his subscription and interest thereon standing to his credit, subject to the following conditions:

12.1.1 No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstance justifies it, and that it will be spent for the following purpose and not otherwise:

(i) To pay expenses incurred in connection with the illness of the subscriber subscriber's wife, legitimate children, stepmother, parents, sisters and minor brother actually dependent on him.

(ii) To pay obligatory expenses in connection with subscriber's marriage, funerals or ceremonies which by his religion it is incumbent on his to perform;

(iii) To meet the cost of higher education of any person actually dependent on the subscriber.

(iv) To meet the cost of legal proceeding instituted by the applicant for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty;

Provided that the advance under this sub-rule shall not be admissible to an applicant who institute legal proceeding in any court of law either in respect of any matter unconnected with his official duty or against the University in respect of any condition of service or penalty imposed on him;

(v) To meet the cost of his defence where the applicant is prosecuted by the University in respect of any alleged official misconduct on his part.

12.1.2 An advance shall in no case exceed 50 percent of the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.

12.1.3 An advance shall not be granted to any subscriber in excess of the limit laid down in Rule 12.1.2. herein or until repayment of the previous advance.

12.1.4 The amount of advance shall be recovered in not more than thirty six equal monthly installments. Each installment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such installments. A subscriber may at his option repay in a smaller number of installment than that agreed upon at the time of grant of advance or in a lump sum.

12.1.5 Recovery of advance shall be made from the monthly pay of a subscriber and shall commence on the first occasion, after the advance is made, on which the subscriber draws pay for a full month.

12.1.6 Interest on advances shall be such as may be determined by the University from time to time and shall not exceed by more than two percent of the rate paid by the University to the account of a subscriber. The interest shall ordinarily be recovered in one installment from pay in the next month after complete repayment of the principal has been made. If the period of repayments exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly installments, the monthly payment being rounded to the nearest whole rupee, 50 p and above counting as next higher rupee.

12.1.7 Advance account shall be maintained for each subscriber availing advances from the Fund and recoveries against the principal amount made under this rule shall be credited, as they are made, to the account of the subscriber in the Fund.

12.1.8 A separate account shall be maintained for recoveries of interest against advances from the subscribers.

12.1.9 Notwithstanding anything contained in these rules, if it is found that money withdrawn as advance from the fund under Rule 8.1 above has been utilized for a purpose other than for which the sanction was given the amount in question shall with penal interest calculated at a rate of 3% over and above the rate provided in the Rule 8.1.6 shall be repaid and recovered by deduction in one sum from the monthly pay of the subscriber. If the total amount to be repaid be more than half of the monthly pay of the subscriber the recoveries shall be made in installments determined in such a way that the monthly recovery shall not exceed the half of the monthly pay of the subscriber.

13. Withdrawal from the Fund.

13.1 Subject to the conditions specified below withdrawal from the Fund may be sanctioned by the Vice-Chancellor at any time.

13.1.1 After the completion of twenty five years of service (including broken period of service, if any) of a subscriber or within three years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund, for one or more of the following purposes-

a) Meeting the cost of higher education, including where necessary, the travelling expenses of any child of the subscriber actually dependent on him in the following cases-

- i. For education outside India for academic technical, professional or vocational course beyond the High School stage, and
- ii. For any medical, engineering or other technical of specialized course in India beyond the High School stage, provided that the course of study is for not less than three years.
- b) Meeting the expenditure in connection with the marriage of son or a daughter of the subscriber and if he has no daughter, of any other female relation dependent on him;
- c) Meeting the expenses in connection with the illness including where necessary, the travelling expenses of the subscriber or any person actually dependent on him.
- d) Construction or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of the loan expressly taken for his purpose, or reconstruction or making additions or alternations to house already owned or acquired by subscriber;
- e) Purchasing a plot of land for the purpose of constructing a house or repaying any outstanding amount on account of loan expressly taken for this purpose;
- f) For constructing a house on a site purchased utilizing the sum withdrawal under clause (e)

13.2 Any sum withdrawn by a subscriber at any one time for one or more of the purpose specified in rule 13.1.1. from the amount standing to his credit in the Fund shall not exceed three fourth of such amount or twenty month's pay of the subscriber, whichever is less.

14. Final withdrawal of accumulation in the Fund.

14.1 When a subscriber quits the service of the University, the amount standing to his credit in the Fund shall become payable to him

14.1.1 Provided that a subscriber who has been dismissed from the service of the University and is subsequently reinstated in service, shall, if required to do so, repay any amount paid to him from the Fund in pursuance of this rule with interest thereon at the rate and the manner as provided in these rules. The amount so repaid shall be credited to his account in the Fund. Explanation: A subscriber who is granted refused leave shall be deemed to have quit the service from the date of expiry of the refused leave, or on the expiry of an extension of service.

15. Retirement of a Subscriber

15.1 When a subscriber while on leave, has been permitted to retire or has been declared by a competent medical authority that may be prescribed by the Executive Council in this behalf, to be unfit for further service, the amount standing to his credit in the Fund shall upon an application made by him in that behalf to the Registrar become payable to the subscriber.

16. Procedure on the death of a Subscriber

16.1 On the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable before payment has been made:

16.1.1 When a subscriber leaves a family

a) If a nomination made by the subscriber in accordance with the provision or Rules 2.1. or of the corresponding rule heretofore in force in favour of a member or members of his family subsists, the amount standing to his credit in the fund or other part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;

b) If no such nomination in favor of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favor of any persons other than a member or member of his family, become payable to the members of his family in equal shares.

Provided that no share shall be payable to-

- i. Sons who have attained majority
- ii. Sons of a deceased son who have attained majority
- iii. Married daughters whose husbands are alive
- iv. Married daughters of a deceased son whose husband are alive

If there is any member of the family other than those specified in clause (i), (ii), (iii) and (iv)

Provided further that the widows and the child or children of a deceased son shall receive between them in equal part only the share which that son would have received if he had survived the subscriber and had been exempted from the provision of clauses

(i) Of the first proviso him in accordance with the provision of Rule 2.1. or of the corresponding rule hereto in force in favor of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

17.Statement of Accounts

17.1 As soon as possible after the 31st of March of each year, the Registrar shall send to each subscriber a statement of his account in the Fund, showing the opening balance on 1st of April of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31st of March of the year and the closing balance on the date. The Registrar shall attach to the statement of account an enquiry whether the subscriber-

(a) Desire to make any alternation in any nomination made by the subscriber;

(b) Has acquired a family (in cases where the subscriber has made a nomination in favour of a member of his family under the rule).

17.2 Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Registrar within one month from the date of receipt of the statement.

18. Investment of Fund:

18.1 All sums into the Fund under the rules shall be credited in the books of the University to an account named “General Provident Fund Accounts of Dibrugarh University”. A deposit account shall be opened in State Bank of India DU Branch which will be operated in such manner as the Executive Council may direct. The fund after reserving suitable amounts for current needs shall be invested in the National Savings Certificates and/or other investments authorized by the Indian Trust Act of 1882, as soon as possible after monthly accounts are closed.