## To be substituted for the G.O. pearing same memo and date

Government of the People's Republic of Bangladesh Ministry of Health & Family Welfare Health Services Division HR-2 Branch. www.hsd.gov.bd

No.45.191.132.00.00.017.2020-603

Subject: Permission for Foreign Lien.

The undersigned is directed to inform that the Government of the People's Republic of Bangladesh has been pleased to permit Dr. Nazis Arefin Saki, Code-122778, Medical Officer (MBDC), Directorate General of Health Services (DGHS), Mohakhali, Dhaka to serve as National Professional Officer (Tuberculosis), World Health Organizatin (WHO), Dhaka, Bangaldesh for the period of 08 (eight) months 18 (eighteen) days from 12.04.2020 or with effect from the date he/she relinquishes his/her charge under the terms and Conditions mentioned below:

- a. The period of his/her service with the foreign employer shall be counted from the date of relinquishment to the date prior to the date of resumption of his/her duties in MOHFW and his/her services for the same period will be treated as foreign service under the said foreign employer with lien, on his/her post in MOHFW.
- b. He/she will not sign any agreement with his/her employer after expiry date of 08 (eight) months 18 (eighteen) days without Prior permission of the Government of the People's Republic of Bangladesh. This period shall be counted towards his/her seniority, annual increment of pay, leave and retirement no benefit other than those stipulated here in shall accrue to his/her for this period. If the period exceeds 05(Five) years, then under BSR-34 her/his lien on his/her post in Bangladesh shall, unless other wise decided by the Government due to the special nature of the case, stand terminated automatically and he/she cease to be in the Government employ from the date following the date of completion of 05 (Five) years.
- c. During the period of his/her service under the foreign employer he/she will not receive any pay or allowances (including traveling allowances, etc.) or leave from the Government of the People's Republic of Bangladesh.
- d. The terms of his/her leave during the period of his/her service with the foreign employer will be regulated according to the rules of the foreign employer and the leave salary due in respect of such leave will be payable by the employer. No liability in respect of leave salary on account of such leave earned or taken during foreign employment shall devolve on the Government of the People's Republic of Bangladesh or any organization under it. The Government of the people's Republic of Bangladesh will not recover any leave salary contribution from the foreign employer.
- e. All expense to be incurred in connection with his/her joining the post under the foreign employer and for resuming his/her post in Bangladesh after completion of the period of Foreign Service will be borne either by the foreign employer or by herself/himself. During his/her service under the foreign employer he/she will draw his/her pay and allowances etc. from the employer as per terms of her employment with the foreign employer.
- f. He/she will not be entitled to receive any leave salary from the Government of the People's Republic of Bangladesh or from any organization under it in respect of disability leave on account of any disability arising out of the foreign service with the foreign employer, even though the disability might manifest itself after the termination of her foreign service.
- g. During the period of his/her service with the foreign employer he/she will not be entitled to any medical facility in respect of self or his/her family at the expense of the Government of the People's Republic of Bangladesh.
- h. The Government of the People's Republic of Bangladesh will not involve itself in any way in determining his/her terms of service with his/her foreign employer or in any dispute of any kind arising out of his/her Foreign Service with foreign employer. Fowever she may be given necessary consular legal or any other form of help, if necessary, as an ordinary national of Bangladesh.

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Date: 02,06,2020

- i. He/she will regularly pay his/her contributions to General/contributory provident fund, Group insurance premium and benevolent fund. His/her pension contributions and leave salary contributions will be paid by herself/himself or by his/her foreign employer. He/She will also pay regularly to the Government Account the installments of his/her House Building/Motor Car/Motor Cycle/Bi-Cycle loan/advance and other loan or dues payable to the Government.
- j. On termination of his/her foreign service, he/she will resume the duties of his/her post in Bangladesh within the admissible joining time and he/she will submit a release order from his/her foreign employer at the time of joining. In case of her failure to report to his/her employer in the Government of Peoples Republic of Bangladesh within four weeks of expiry of the approved period of Foreign Service, the approved period of foreign services, will be treated as unauthorized absence and disciplinary action will be taken against his/her on charge of unauthorized absences.
- k. The Government officer will handover the allotted Government transport, telephone and others returnable, materials and instruments allotted to his/her before undertaking the employment in foreign country and will refund Government dues if any and will produce certificate from the controlling authority as per existing Government rules. He/she will vacate the Government house within 6(six) months of the beginning of foreign service if he/she is residing in a Government hired house or Government allotted house before joining the service and will pay the house rent for the said 6(six) months as usual rate. He/she himself/herself bear all the responsibilities for the hired house if he/she does not vacate the house within 6(six) months and the Directorate of Government Accommodation will take necessary action according to Government rule in case of Government house.
- 2. Violation of any of the terms and conditions mentioned above and also in the undertaking appended here to may lead to cancellation of this permission and other disciplinary actions.

(Md. Abdul Mannan) Assistant Secretary Phone: 9545141

Date: 02.06.2020

Dr. Nazis Arefin Saki Code-122778 Medical Officer (MBDC) Directorate General of Health Services (DGHS) Mohakhali, Dhaka.

No.45.191.132.00.00.017.2020-603/01(06)

## Copy forwarded for information and necessary action to:

- 1. Senior Secretary/Secretary, Ministry of Public Administration/ Foreign Affairs/ Home Affairs, Dhaka.
- 2. The Director General of Health Services, Mohakhali, Dhaka (With request to send a copy of release order of Dr. Nazis Arefin Saki, Code-122778, Medical Officer (MBDC), Directorate General of Health Services (DGHS), Mohakhali, Dhaka to this section)..
- 3. Deputy Secretary (Per-1/2/3)/Discipline Branch, Health Services Division, Ministry of Health & Family Welfare, Dhaka.
- 4. Director, UMIS, DGHS, Mohakhali, Dhaka.
- 5. Chief Accounts Officer, Ministry of Health & Family Welfare, CGA Bhaban, Segunbagicha,
- 6. Immigration Officer, Hazrat Shah Jalal (R:) International Airport, Dhaka.
- 7. System Analyst, Health Services Division, Ministry of Health & Family Welfare, Dhaka (Please publish the G.O. to ministry's website).

(Md. Abdul Mannan) Assistant Secretary