

Lhak-Sam

ADMINISTRATION AND HUMAN RESOURCE MANUAL 2021



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ACRONYMS and ABBREVIATIONS

BVPM: Best Value Procurement Method

CL: Casual Leave

CSO: Civil Society Organizations

DSA: Daily Subsistence Allowance

ED: Executive Director

EG: Entry Grade

EL: Earned Leave

ERS: Early Retirement Scheme

GIS: Group Insurance Scheme

HRC: Human Resource Committee

HRD: Human Resource Development

HR: Human Resource

JD: Job Descriptions

KPIs: Key Performance Indicators

LEAB: Labour & Employment Act of Bhutan

LTP: Long-Term Training Programme

MoLHR: Ministry of Labour & Human Resources

OD: Organizational Development

PF: Provident Fund

PIP: Performance Improvement Plan

PMS: Performance Management Systems

POL: Petroleum, Oil & Lubricant

PPE: Personal Protective Equipment

PV: Post Vacancy

RAA: Royal Audit Authority

RGoB: Royal Government of Bhutan

RICB: Royal Insurance Corporation of Bhutan

STTP: Short-Term Training Programme

TA: Travel Allowance

TDS: Tax Deducted at Source

CHAPTER 1: PRELIMINARY

1.1 Title and Extent

- 1.1.1 This policy manual shall be called the "Administration & Human Resource Manual 2021" (AHRM) of Lhak-Sam *declared by Board of Directors under the authority vested upon them by Lhak-Sam's Governance Manual.*
- 1.1.2 *This Manual shall extend to all the employees of Lhak-Sam.*

1.2 Purpose

- 1.2.1 The purpose of the Administration and Human Resource Manual is to set the standard procedures that will guide the management to implement administration and human resource development.

1.3 Effective Date

- 1.3.1 The Administration and Human Resource Manual shall come into effect on [.....] with approval by the Board of Trustees of Lhak-Sam.

1.4 Authority and Rules of Construction

- 1.4.1 The Board of Directors of Lhak-Sam established vide Registration No..... issued by the CSO Authority, hereby adopt the Administration & Human Resource Manual as vested upon them by the Article of Association.
- 1.4.2 The Manual shall be subject to amendment by the Board of Lhak-Sam from time to time, as considered expedient for the effective management of the organization.

1.5 Overarching Principles

- 1.5.1 The Administration and Human Resource Policy Manual shall be based on the principles that are fundamental to good administrative and human resource management and in keeping with the changing management practices.
- 1.5.2 Under the framework of the Constitution of the Kingdom of Bhutan 2008 and consequent national Human Resource policies and laws, the policy shall provide the overarching framework and foundation within which gender equality is enshrined.

1.6 Amendment and Revision

- 1.6.1 The Administration and Human Resource Manual shall be reviewed, amended and revised, if necessary, from time to time by the management and Board of Lhak-Sam.
- 1.6.2 This manual will align to the Bhutan Civil Service Rules and Regulations (BCSR) 2018, that prescribe conditions to enable women's participation, which includes support to create a positive enabling environment for women to enter and remain in the service.
- 1.6.3 Lhak-Sam's AHRM is aligned with, and internalizes the values and principles enshrined in the Constitution of the Kingdom of Bhutan and other important legal and policy documents, and shall endeavor to ensure equal rights, opportunities and benefits.

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- 1.6.4 The authority to interpret any provision under the AHRM shall rest with the management of Lhak-Sam and its Board of Trustees. However, the final interpretation shall be vested in the court of law of the Kingdom of Bhutan.
- 1.6.5 Where the provision of this Rule conflicts with Labour and Employment Act of Bhutan 2007 and its Regulation or where the Rules are silent, provisions of the Labour and Employment Act, 2007 shall prevail.
- 1.6.6 Where any provision of this policy manual is not covered under Labour and Employment Act of Bhutan, 2007, shall be dealt as per the relevant Laws of the country.
- 1.6.7 The approved policy manual shall be adequately and reasonably disseminated of its contents to the employees of Lhak-Sam.

1.7 Definition and Interpretation

- i. The following words and phrases shall be understood as defined hereunder:
- ii. *Allowances*: shall mean any additional payments being made by the Lhak-Sam to an employee in addition to the basic pay.
- iii. *Basic Pay*: Shall means amount payable every month excluding allowances and benefits.
- iv. *Board or Board of Members*: shall mean members collectively acting as the Board Members of Lhak-Sam.
- v. *Bond*: shall mean an undertaking signed between an employee and Lhak-Sam to authenticate any contract between the two.
- vi. *Chairperson*: shall mean a member of the Board of Lhak-Sam appointed/elected by the Board.
- vii. *Compulsory Retirement*: retirement from service of Lhak-Sam with post service benefits.
- viii. *Contract Employee*: a person appointed on a fixed term with agreed contract terms and conditions.
- ix. *Daily Subsistence Allowance (DSA)*: The allowance per day payable to an employee during in-country and ex-country (abroad) official tours.
- x. *Dependents*: shall mean the spouse, child, parents, and spouse's parents of Lhak-Sam employee.
- xi. *Designation*: shall mean the title assigned to an employee at a certain position and level in Lhak-Sam. The designation assigned shall be reflective of the function and role, which the employee performs in the Organization.
- xii. *Employee*: shall mean any person with requisite qualifications, experience and particular skills necessary to carry out responsibilities of the job for a fixed tenure or term as contained within certain terms and conditions laid down in his/ her contract with the Organization.

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- xiii. *Executive Director or ED*: shall mean a full-time officer exercising the overall day to day (including administrative and financial) affairs of Lhak-Sam, appointed by its Board.
- xiv. *Family*: shall mean the family of an employee and shall include the parents, parents of spouse, spouse and children of the employee, as mentioned in the Service Record of the employee.
- xv. *Gross pay*: The basic pay plus other allowances.
- xvi. *Job Description (JD)*: means position title, position level, purpose, duties, and responsibilities, minimum qualifications and experience and other factors describing the position.
- xvii. *Level*: shall mean the steps within the Position defined for an employee in the Organization based on which he/she is defined to work or benefit from the Organization.
- xviii. *Machinery and Equipment*: shall mean non-expendable properties other than land, buildings and other structures having a useful life of more than 12 months, such as computers, office furniture, fixtures, office equipment, printers, fax machines, vehicles and so on.
- xix. *Official Travel*: Travel to places outside the employee's usual place of posting in performance of official work such as, business meeting, seminars, conferences and study tours.
- xx. *Organization*: shall mean Lhak-Sam.
- xxi. *Position*: shall mean the general position/hierarchy of an employee, which also defines benefits in the form of pay, allowances and other entitlements.
- xxii. *Power of Attorney*: The power of Attorney granted by the Board or Executive Director of Lhak-Sam in favor of the any head and individual.
- xxiii. *Performance Appraisal*: Assessing the performance of an employee based on certain KPIs.
- xxiv. *Probation Period*: Observation period prior to regularization of the service as regular employee.
- xxv. *Property/Stores manager/officer/in-charge*: An officer delegated with the authority and responsibility for safe custody and utilization of Lhak-Sam's properties.
- xxvi. *Resignation*: Resigning voluntarily from the service of the Lhak-Sam.
- xxvii. *Retirement*: Retiring from the services of the Lhak-Sam either on attaining superannuation age or under any ad-hoc scheme of the Lhak-Sam.
- xxviii. *Salary*: shall mean the amount of money drawn by an employee every month (monthly).
- xxix. *Service Record*: shall mean the official record as recorded in the employee service file or digital format containing the background details of the employee and other Human Resource records as necessitated by the Organization.

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- xxx. *Superannuation*: shall mean the maximum limit when an employee attains the superannuation age as specified under this HR Manual.
- xxxi. *Supervisor*: shall mean a Lhak-Sam official to whom one or more employees is directly responsible and reports to Lhak-Sam
- xxxii. *TDS*: The Tax Deducted at Source.
- xxxiii. *Temporary Employee*: An employee whose service have been engaged for a specified period, which may be extended from time to time for work.
- xxxiv. *Termination from Service*: Dismissal of an employee from service without retirement benefits on disciplinary grounds (gross misconduct) or convicted of a misdemeanor and above under any Court of Law.
- xxxv. *Third country*: Countries other than India.
- xxxvi. *Travelling Allowance (TA)*: The allowance payable to an employee to compensate for the cost of travel during in-country /ex country travel.
- xxxvii. *Trustees*: The Trustees of the Lhak-Sam Board
- xxxviii. *Wages*: Emoluments paid to workers on a daily basis.

CHAPTER 2: ORGANIZATIONAL STRUCTURE

2.1 Organization Structure

2.1.1 The organizational structure of Lhak-Sam shall be depicted as in Figure 1 below. Any addition deletion or restructuring of the Organization shall be made with the approval of the Board of Directors.

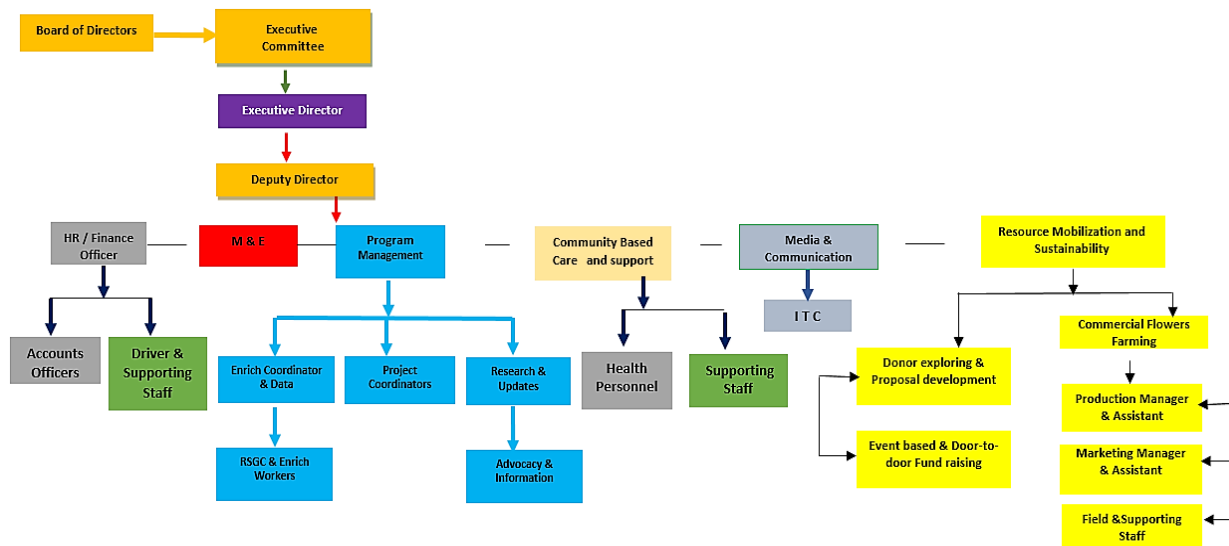


Figure 1: Organizational Structure

2.2.5 The Human Resource and Administration Department shall ensure that all employees of the organization have clearly defined tasks, duties, and responsibilities that are consistent with the functions of the Division/Department under which they are employed.

2.2.6 The Program Management/Development Department shall be responsible for development, planning, implementation, evaluation and monitoring of the programs.

2.2.7 Each Department/ shall be headed by a Head of Department and shall report to the Executive Director.

2.2.8 Terms of Reference of the Board of Directors, Executive Director, the directors, management team and department/divisions and any other employees within them shall be reviewed from time to time to meet the needs of the organization.

2.3 Position Structure

2.3.1 The Organization shall classify employees into different categories, positions, and levels with corresponding remunerations.

2.3.2 The Executive Committee shall determine the overall staffing pattern and employee strength required as per the Organization structure and seek approval of the Board.

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- 2.3.3 Lhak-Sam shall maintain a position structure and define the entry level and its corresponding growth level within the position; and form the basis for placement of employees.

CHAPTER 3: WORKING HOURS

3.1 Working Hours and Holidays

- 3.1.1 The normal working hours of the Organization shall be as follows:
- a) *Official working hours from Monday to Friday.*
 - b) *Winter timing (November-February): From 9 AM to 4 PM*
 - c) *Summer timing (March-October): From 9 AM to 5:00 PM Lunch break: 1 PM to 2 PM.*
- 3.1.2 The working hours for field staff shall be as follows:
- a) *Official working hours from Monday to Saturday.*
 - b) *Winter timing (November-February): From 9 AM to 4 PM*
 - c) *Winter Timing (November-February): From 9 AM to 1 PM*
 - d) *Summer timing (March-October): From 9 AM to 5 PM*
 - e) *Summer timing (March-October): From 9 AM to 1 PM*
 - f) *Lunch break: 1 PM to 2 PM.*
- 3.1.3 A non-supervisory manual workforce working overtime shall be paid overtime pay for the number of hours worked or apply for compensation leave:
- a) *Normal rate of pay calculated on hourly basis for overtime work other than between 10 pm clock at night and 8 am clock in the following morning;*
 - b) *Times the normal rate of pay calculated on hourly basis for work between 10 pm clock at night and 8 am clock in the following morning and over time work hours on public holidays.*
- 3.1.4 Lhak-Sam offices across Bhutan shall observe and remain closed during all public holidays and local holidays declared by the respective Dzongkhag in which the offices are located.
- 3.1.5 A working mother shall be allowed paid time-off for breast-feeding as required under the Labour and Employment Act of Bhutan 2007.
- 3.1.6 All Lhak-Sam offices shall be provided with adequate safety and security measures. All field offices shall also ensure proper safety of the premises, equipment and documents at all times.

CHAPTER 4: CODE OF CONDUCT, ETHICS AND ADMINISTRATIVE ACTIONS

4.1 All employees have the individual and collective responsibilities for the growth and credibility of Lhak-Sam whilst enhancing the quality of the services it provides to its community. Every employee of this Organization is expected to adhere to the highest standards of personal and professional integrity and conduct.

4.2 Code of Conduct

- 4.2.1 An employee shall be conversant with and abide by this Manual and other rules and regulations issued by the Board at all times in the interest of the Organization.
- 4.2.2 An employee upon appointment shall sign the "Employee Code of Conduct Undertaking" provided in *Annexure 1* "Ethics at Work and Conduct."
- 4.2.3 An employee shall maintain the highest standard of, amongst others, integrity, honesty, fortitude, selflessness, loyalty, right attitude, right aptitude, and endeavor to maintain professional excellence.
- 4.2.4 An employee shall maintain harmony and create team spirit with co-workers at all levels.
- 4.2.5 An employee shall exercise honest, informed and sincere judgment at all times while discharging his/her duty.
- 4.2.6 An employee shall provide correct information and not conceal or tamper any information, facts and figures.
- 4.2.7 An employee shall report to an appropriate authority on time any activity that adversely affect the function and reputation of the Organization.
- 4.2.8 An employee shall not accept any money, material reward, or anything that can be considered to be a bribe intended to influence his/her judgment or actions as an employee, from any person.
- 4.2.9 An employee, while carrying out duties assigned by Lhak-Sam, shall take special care of the safety and well-being of co-workers and beneficiaries as well as the well-being of the public at large.
- 4.2.10 An employee shall not participate in the decision-making processes of the Organization in which the employee and his/her relatives are involved leading to conflict of interest.
- 4.2.11 An employee shall abstain from all activities, on duty or otherwise, which will create a negative image of the Organization.
- 4.2.12 An employee shall not come to duty under the influence of liquor/drugs or in intoxicated condition.
- 4.2.13 An employee shall honestly and truthfully share the knowledge and experience gained during the practice of the profession.
- 4.2.14 An employee shall maintain a fair and impartial attitude towards the public, employer and its beneficiaries.

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4.2.15 An employee shall not disclose any confidential and sensitive information of the Organization or its employees and members.

4.2.16 An employee shall strictly adhere to the grievance procedure (see clause 4.11) of the Organization prior to submission of appeal to any organization.

4.3 Handling Cash and Valuables

4.3.1 An employee shall manage and account all cash and valuables as prescribed in the Financial Manual of the Organization.

4.3.2 An employee shall not use Organization's cash/fund for personal purpose under any circumstances.

4.4 Property of the Organization

4.4.1 An employee shall handle properties, tools, materials, equipment, funds and other property with care, diligence and honesty.

4.4.2 An employee shall not involve him/herself directly or indirectly in any act purported to commit theft/cause damage in any manner to any property of the Organization.

4.5 Correspondence

4.5.1 Correspondence and other written materials will be either unclassified or classified as confidential and any confidential material shall be securely locked when not being used.

4.5.2 All confidential matters shall not be shared or produced as evidence in legal proceedings without approval of the Board of Trustees.

4.6 General Misconduct (Discrimination, Harassment & Violence)

An employee's conduct shall be regarded as Misconduct and be liable for penalty including termination from service if she/he:

4.6.1 Generally, infringes or fails to abide by Sections 4.1 to 4.6 of this Chapter.

4.6.2 Abuse of official authority and/or position.

4.6.3 Willfully carry out insubordination/disobedience to superior or lawful authority.

4.6.4 Any corrupt behavior and wrong doing including fraud, embezzlement, and misappropriation of the Organization's fund and property.

4.6.5 Fails or is irregular in carrying out the official duties.

4.6.6 Fails to submit records, documents and reports required by rules and regulations within prescribed period without justifiable reason.

4.6.7 Fails to render or settle accounts related to financial responsibility, accountability and liability.

4.6.8 Damages the Organization's property resulting into financial loss; and

4.6.9 Carries out assault or other serious crime including fraud, theft or misuse of the Organization's properties including intellectual properties.

4.6.10 Any other misconduct not specified in 4.6.1 to 4.6.9.

4.7 Sexual harassment

An employee's conduct shall be regarded as sexual harassment if he/she:

- 4.7.1 Makes unwelcome sexual advances;
- 4.7.2 Makes a gesture, action or comment of a sexual nature; and
- 4.7.3 Makes any oral or written remark or statement with sexual connotation to a person or about a person.

4.8 Disciplinary Action

- 4.8.1 The Disciplinary/Human Resource Committee shall take necessary and appropriate disciplinary action against the employees of the Organization as and when a situation of violation of code of conduct arises.
- 4.8.2 The Disciplinary/Human Resource Committee shall decide on appropriate levels of disciplinary action based on the nature and seriousness of the offence as per the laws of the country. If the case requires criminal prosecution, the HR Committee shall pursue appropriate legal action.
- 4.8.3 For the Executive Director, the disciplinary Committee shall be the Board of Trustees.
- 4.8.4 An employee found guilty of violation of the code of conduct may be, depending on the severity of the violation, subjected to:

Minor Disciplinary Action:

- a) Minor disciplinary action in which case an official warning (verbal and written) shall be issued.
- b) An employee who receives three official verbal or written warnings shall be subjected to major disciplinary action.
- c) It may have implication in renewal of contract and up-gradation to next level.

Major Disciplinary Action

- a) *Suspension from Service:* An employee may be suspended from service for a duration not exceeding three months, if in opinion of the disciplinary authority; the continued presence of the employee is prejudicial to the Organization.
- b) The disciplinary/HR committee shall make a decision on the appropriate penalty or termination from service within three months of the suspension period, failing which the employee shall be reinstated with full benefits.
- c) If charges are not proved and no penalty is imposed against a suspended employee after conclusion of the disciplinary proceedings, the period of suspension shall be treated as on active duty with full pay and other benefits.
- d) *Termination from service:* The employee shall be given a month's notice before termination of his/her service. However, the incumbent employee shall be ordered to start handing over all tasks and properties to the Organization and obtain necessary clearances as soon as the decision of termination is taken.

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- e) An employee whose employment is terminated by Organization on disciplinary ground or has been convicted of a felony under any court of law shall be entitled only to his/her contribution together with proportionate returns credited thereon to PF account unless the management decides otherwise.

4.9Appeal

- 4.9.1 An employee shall have the right to appeal against the decision of the disciplinary committee to the Chairperson, or the Board as appropriate.
- 4.9.2 The basis of an appeal shall include one of the following:
 - a) If the Organization procedure was not followed;
 - b) If the resulting disciplinary action was inappropriate;
 - c) If the need for disciplinary action was not warranted.
- 4.9.3 An appeal should be put in writing to the Chairperson or the Board containing the grounds for appeal. It should be lodged within 10 working days of receipt of the disciplinary action.
- 4.9.4 A decision on the appeal shall be rendered within 20 working days of receipt of the appeal letter.

4.10 Disciplinary Procedure

- 4.10.1 The Management shall make a necessary enquiry about the employee prior to start of the formal investigation and apprise the Executive Committee/Board of the administrative charges against the employee and any findings from the enquiry, for necessary instruction.
- 4.10.2 In a *prima facie* case, the Executive Committee/Board shall form an investigation team comprising heads of Departments/Divisions. The particular employee shall be served a written notice to submit a justification within 5 days of allotted time to the management.
- 4.10.3 The employee shall answer the charge and support it with relevant documents and evidences, if any.
- 4.10.4 The investigation team shall consist of heads of Departments/Divisions., which shall be formed on a need basis.
- 4.10.5 The investigation team shall dismiss the case when the respondent proves beyond doubt that the charges against the incumbent are baseless.
- 4.10.6 The investigation shall be completed no later than thirty (30) working days from its commencement. The period for investigation may be extended by the Human Resource Committee depending on the case.
- 4.10.7 The investigation team shall submit to the Executive Committee/Board through Disciplinary Committee a written report within ten (10) days from the completion of the investigation.
- 4.10.8 The Disciplinary/HR Committee shall take disciplinary action without formal investigation when the employee:

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- a) *Habitually exhibits bad behavior and poor performance as may be indicated in the Performance Appraisal; and*
- b) *If an employee is charged with a grave or serious offence and is proven guilty with evidence beyond reasonable doubt.*

4.10.9 A decision shall be rendered by the Disciplinary Committee within 10 full working days from the receipt of the final investigation report.

4.10.10 A copy of the decision shall be forwarded to employee's supervisor and a copy shall also be recorded in his/her personal file.

4.11 Grievance Procedure

4.11.1 Any employee in the Organization shall be given an opportunity to raise his/her grievances with their free consent and to be heard expediently. The organization shall ensure prompt and fair resolution of grievances raised by an employee.

4.11.2 If a grievance arises at a workplace, the concerned parties involved shall genuinely attempt to settle the grievance informally or by meeting to discuss the matter in dispute and when such attempts fail, or where employees feel unwilling, for any reason, to deal with the matter informally, the formal procedure should be used.

4.11.3 The formal grievance procedure is as follows:

- a) The aggrieved complainant shall make complaint in writing identifying the other party about the dispute, the place where the dispute exists and subject matter of the dispute.
- b) The dispute matter shall be received by the designated officer who shall acknowledge complaint receipt within two working days and commence investigation within 5 working days.
- c) The time period in which the complaint matter shall be dealt with will be 10 working days from the commencement of the investigation.
- d) If a grievance remains unresolved following an attempt to settle it by applying the workplace grievance procedures at a workplace, the party or the parties who initiated the grievance shall notify the Management.
- e) The grievance beyond the capacity of the Lhak-Sam Management may be put up to its Board of Members.
- a) If a grievance remains unresolved following an attempt to settle it by applying the workplace grievance procedures at a workplace, the party or the parties who initiated the grievance shall notify the Chief Labour Administrator, Ministry of Labour and Human Resources (MoLHR), that a labour dispute exist.

4.12 Sexual Harassment complaint procedure

4.19.1 The victim shall make a complaint in verbally and later in writing identifying the alleged harasser(s), describing the incident including places, times and dates, naming any witness, signed by the complainant and bring it to the attention of the person designated in the procedure.

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- 4.19.2 The designated officer shall acknowledge receipt of the victim's written complaint immediately and commence an investigation based on the urgency of the complaint. The outcome of the investigation shall be communicated to the victim within 10 days from the commencement of the investigation.
- 4.19.3 If a victim is dissatisfied with the outcome of the internal complaint procedure, the victim may lodge a sexual harassment complaint with Chief Labour Administrator, MoLHR.

CHAPTER 5: HUMAN RESOURCE COMMITTEE AND RECRUITMENT

5.1 Human Resource Committee

- 5.1.1 Lhak-Sam shall institute a Human Resource Committee (HRC) to address and guide all human resource actions in the Organization. It shall also ensure broader participation to ensure fairness and transparency.
- 5.1.2 The HRC shall comprise of at least four members. The composition of the HRC shall be as follows:
 - a) Executive Director – Chairperson
 - b) At least two Head of Department/Division/Units
 - c) Administration and HR Officer – As Committee Secretary with voting power.
- 5.1.3 The HRC meeting shall have a minimum of 2/3 of members including chairperson to convene a meeting.
- 5.1.4 The HRC meeting shall have a minimum of 2/3 of members including chairperson to convene a meeting.
- 5.1.5 All HRC members shall be accountable for all the decisions/actions.

5.2 Recruitment Planning and Guidelines

- 5.2.1 The Organization shall initiate annual manpower analysis and recruitment plan as per the HR plan of the Organization;
- 5.2.2 All recruitments shall be conducted in accordance with long-term HR plan and annual recruitment plans against vacant positions approved in the staffing pattern and strength of the Organization.
- 5.2.3 Lhak-Sam may meet its human resource requirements from among its existing employees to retain experienced employees possessing the knowledge, skills and aptitude.
- 5.2.4 Where inhouse human resource does not meet its requirements, Lhak-Sam shall recruit external candidates.

5.3 Employment Categories

- 5.3.1 *Regular employees:* shall be permanent employees of the Organization with specific Terms of reference drawn against each position and are eligible for all benefits.
- 5.3.2 *Consultants:* shall be employed and paid by the Organization to perform time bound, specific and highly professional tasks. Their payments are predetermined and shall be entitled to benefits as per their contract agreement only in line with Labour Rules.
- 5.3.3 *Temporary:* Employee who are hired on an occasion for less than one year or seasonally for performing non-professional task. Employees under this category shall be paid lump sum amount.

- 5.3.4 Consolidated Pay Employee:** Consolidated Paid Employee shall be recruited only when the regular employees are inadequate in number to carry out the assigned responsibilities and shall be temporary in nature. Requirement for such employee shall be studied properly as per the annual work plan and activities. Consolidated paid employee shall be eligible for consolidated salary, casual leave of 10 days and proportionate bonus in line with Labour Rules.
- 5.3.5 Contract employee:** Contract employees may be hired for a specific length of time, with specific title at a specific compensation level and any benefits and allowances must be stipulated in the contract terms and agreement.
- 5.3.6 Volunteers and Interns:** Volunteers and interns shall be engaged to perform specific tasks for the organization with minimal or no cost or obligation to the Organization. The category includes individuals that have voluntarily offered their services as well as those that are deputed/ contracted by other volunteer agencies to Lhak-Sam. Hence, no remuneration is payable by the Organization except for an honorarium, accommodation or payment of expenses incurred in the event of performing specific task assigned by the Organization. However, a daily subsistence allowance shall be paid if the assignment incurs travel.
- 5.3.7 International Volunteers:** shall be engaged to perform specific tasks for the organization with minimal or no cost or financial obligation to the Organization in the absence of national expertise.

5.4 Eligibility

5.4.1 A candidate shall:

- a) Meet qualification and other requirements specified for the particular position;
- b) Have qualified the selection process prescribed for position; and
- c) Have attained at least 18 years of age on the date of vacancy announcement based on the birth certificate, unless specified in this rule.

5.5 Process of Recruitment

The Organization shall:

- 5.5.1** Recruit Bhutanese nationals in keeping in view of Royal Government's policy to reduce dependency on foreign workforce. Foreign workers shall be employed only when the required skills are not available within the Bhutanese workforce.
- 5.5.2** Advertise vacancies in the local media giving details of the requirements of the posts and selection, as far as possible, and shall be carried out based on merit/qualification/experience.
- 5.5.3** Facilitate the appointment of the most suitable employees in the most efficient, transparent and effective manner.
- 5.5.4** Provide a planned and systematic induction of selected candidates.
- 5.5.5** Ensure that the people with required qualification, competence and right attitude for the right job are hired.

5.5.6 Any employees not covered under this policy manual shall be conducted as per the Labour and Employment Act of Bhutan, 2007.

5.6 Vacancy Announcement

5.6.1 All job vacancies, except those under temporary job category, shall be recruited as follows:

- a) Vacancies for jobs may be announced within the organization to retain its experienced employees and provide them with continued employment with the Organization.
- b) Vacancies for job not filled [under clause 5.7.1 a] shall be announced through the public media and website of the Organization.

5.6.2 All vacancy announcements shall contain the following:

- a) Job title;
- b) Grade at entry point;
- c) Summary of job description
- d) Required minimum qualification;
- e) Required minimum experience;
- f) Nationality;
- g) List of required documents.
- h) Application deadline

5.7 Application

5.7.1 An application shall be submitted within the application deadline indicating clearly the Job Title applied for. The following documents shall be attached with all duly filled application forms:

- a) Curriculum Vitae/Resume;
- b) Copies of academic transcripts, as applicable;
- c) Copy of Citizenship Identity Card;
- d) Security Clearance Certificate;
- e) Medical Fitness Certificate (if applicable)
- f) Any Other Information that may be required.

5.8 Screening, Short-listing and Selection

5.8.1 The Human Resource and Administration Department shall facilitate/coordinate the processes required in the screening, short-listing and final selection of the candidate(s) and submit to the HRC for shortlisting.

5.8.2 The HRC shall oversee the screening and short-listing of the candidates for employment.

- 5.8.3 The assessments for screening, short-listing and final selection shall be based on the candidates' competencies and experiences as defined in their respective resume, vis-à-vis the skills, competencies and experience as defined in the job description.

5.9 Interview and Selection

- 5.9.1 Human Resource Committee shall:

- a) Assess the candidates' knowledge, interest, competency and attitude or the willingness to be posted in any of the Organization's offices across Bhutan;
- b) Apply interviewing techniques appropriate to assess the suitability of the candidate.
- c) Record assessment scores, remarks, and recommendations in the interview format for each candidate and attest signature before handing over to the Human Resource and Administration Department.

- 5.9.2 Evaluation report of the interview and/or written tests conducted shall be compiled by the Human Resource and Administration Department; and the overall results shall be declared upon concurrence of the HRC and approval of the Executive Director/Board.

- 5.9.3 Candidates called for interview shall not be eligible for reimbursement of expenses incurred on travel unless otherwise communicated to the candidate prior to being called for the interview.

- 5.9.4 The individual members of the HRC are required to sign the Conflict-of-Interest declaration form (*Annexure 2 FORM -1*) before the sitting on interview panel.

5.10 Probation

- 5.10.1 A candidate selected for the position shall be informed of the interview results and a written acceptance shall be solicited. Thereafter, an office order specifying the designation, salary, date of joining, probation period, and place of posting along with job description shall be issued

- 5.10.2 An employee shall initially be placed under probation for a period of six (6) months before her/his appointment to regular service is confirmed;

- 5.10.3 An employee shall not have to repeat a probationary period in relation to the same work or materially similar work as per Section 73 of the Labour and Employment Act of Bhutan 2007.

- 5.10.4 Probation period shall be excluded from active service for the purpose of promotion.

- 5.10.5 If an employee appointed on probation is found unsatisfactory, her/his service shall be terminated by providing minimum of seven (7) days' notice.

- 5.10.6 Similarly, if an employee appointed on probation is dissatisfied with responsibilities assigned to her/him and opts to resign, she/he shall resign providing seven (7) days of prior notice.

5.11 Appointment

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- 5.11.1 Upon successful completion of probation period, an appropriate Employment Contract Agreement [*Annexure 3 - Employment Contract Agreement*] shall be signed between the recruit and the Executive Director within a week of completion of the probation period.
- 5.11.2 An Office Order providing details of the appointment date, designation, position, reporting details, salary structure, place of posting, and allowances, benefits and job specification consistent with the provisions of the contract agreement shall be issued and forwarded to the successful applicant with copies to the relevant officers and departments/divisions of the Organization.
- 5.11.3 Upon signing the contract or issue of office order, the Administration and Human Resource Division shall ensure the completion of appropriate HR formalities including salary, taxation details, provident fund contributions, health contribution and group insurance scheme (GIS).

5.12 Induction and Orientation

- 5.12.1 New recruits shall undergo a formal induction and orientation program, which is designed to familiarize with the operations of the Organization, organized by the Human Resource and Administration Department.

5.13 Authority to Recruit

- 5.13.1 Recruitment into positions at the Directors and Specialist shall be made only with the approval of the Board.
- 5.13.2 For all other positions, the approval shall be sought from the HRC.
- 5.13.3 Overall budget approval to recruit new people shall be from the board during the endorsement of the annual budget.

5.14 Performance Management

- 5.14.1 Lhak-Sam shall follow a separate policy document on performance management for the purpose of performance planning, evaluation/appraisal, and overall performance management.

CHAPTER 6: PAY, ALLOWANCES AND OTHER BENEFITS

6.1 Pay and Benefit Policy

- 6.1.1 Lhak-Sam shall provide employment, which offers fair and equitable remuneration that is commensurate with the assigned responsibilities. The salary policy of the Organization is designed to:
- a) Attract, motivate and retain a high-caliber workforce.
 - b) Motivate employee through principal of equal pay for equal value of work. Salary for the employees shall be paid at the end of the month.

6.2 Determination of pay and allowance

- 6.2.1 The pay scale, allowances and other benefits of Lhak-Sam's employees shall be determined by the Organization's Board based on the grading structure from time to time on the recommendation of the management.
- 6.2.2 Any revision shall be intended to maintain the pay scale of Lhak-Sam competitive and attractive to attract and retain high performing employees. It shall be a reflection of inflation and market conditions and salary levels of other Organization.

6.3 Pay Scale

- 6.3.1 Lhak-Sam shall follow a pay scale determined for the range of positions and levels. The pay scale shall be reviewed and revised periodically considering the financial position of the Organization and living standards of the country.
- 6.3.2 All staff shall be entitled to the appropriate salary level based on the position and level assigned with reference to the labour market.

6.4 Pay Scale Fixation

On Initial Appointment

- 6.4.1 The initial basic pay of an employee on initial appointment to a post on a time scale of pay, shall be fixed at the minimum pay scale unless otherwise negotiated based on educational qualification, experience and skills.

Annual Increment

- 6.4.2 An employee appointed or promoted shall receive annual increment on 1st January or 1st July upon serving a minimum of 12 months.
- 6.4.3 Under circumstances of extraordinary performance, Executive Director/Board may consider additional increment(s) as reward to the employee, determined by the performance ratings and supported by written recommendation from the employee's immediate supervisor.

Date of Increment

- 6.4.4 An employee appointed/promoted to a time scale of pay between 1st January and 1st July of a year shall draw his first increment in that scale on 1st July of the succeeding year, and if appointed/promoted between 1st July and 1st January of a year, he shall draw his first increment on 1st January of the succeeding year

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unless specified otherwise in the rules governing the terms and conditions of appointment.

6.5 Allowances and honorariums

- 6.5.1 Lhak-Sam may compensate the employees with various allowances based on their position, performance, or nature of work at rates fixed, reviewed/revised and approved by the Board.
- 6.5.2 **Communication Allowances:** Communication allowance (such as telephone, mobile phones, internet, etc.) shall be provided to those for whom such services are required.
- 6.5.3 **Temporary Communication Allowance:** Similar services essential to be provided to employees for official activity of specific duration shall be approved by the Executive Director. The claims for official phone calls shall be properly verified and reimbursement claimed from the Organization.
- 6.5.4 **Medical Grant:** Any employee with serious illness that requires referral to a medical institution outside the country shall be eligible for medical grant by fulfilling the following:
- a) Referrals from the referral committee of doctors shall be entitled to monetary support as agreed upon by the Executive Committee of Lhak-Sam.
 - b) In the event the individual cannot produce such referrals but requires medical services from an ex-country medical institution, the management of Lhak-Sam shall decide on, a case-by-case basis considering the severity of the illness. Any individual availing such grant may be paid monetary support as agreed upon by the Executive Committee of Lhak-Sam.
 - c) Such claims shall be disbursed upon production of medical reports verified by competent medical authorities.
 - d) Medical grants can be availed only once a year by an employee.

6.6 Salary Advance

- 6.6.1 Depending on the need, the Executive Director may sanction salary advance up to a maximum of Nu 10,000.00 to an employee recoverable within 12 months from the date of disbursement of advance and beyond needs to seek board approval.
- 6.6.2 Such advances shall be recovered from the employee in installments from his/her subsequent salary within the same financial year.

6.7 Deductibles

- 6.7.1 Lhak-Sam shall have the authority to deduct from gross monthly salary of the employees:
- a) Personal income tax (as per RGOB PIT updated slab)
 - b) Contributions to health (1% of the existing basic pay as per RGOB policy)
 - c) Welfare schemes

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- d) Insurance schemes (As per RICBL/BIL GIS policy)
- e) Employee's contribution to Provident Fund (10% of existing gross pay);
- f) Monthly repayment installments for loans availed through Lhak-Sam; and
- g) Personal advances.

6.7.2 The Organization shall not withhold more than 50% of wages/salary (including other mandatory deductions).

6.8 Contribution to Provident Fund & Pension

- 6.8.1 An employee on probation shall not become the member of pension and provident fund schemes and the similar contribution shall be made by the Organization;
- 6.8.2 An employee shall be eligible for 10% PF (minimum of 5% as per MoLHR's *Regulations on Working Conditions 2012*) every month to her/his provident fund account maintained with the RICBL/private fund managers. The Organization shall also contribute an equivalent amount to the fund. The Organization shall bear the fund administration cost. The amount thus accumulated shall be paid to an employee upon his separation from service as per the rules and regulations of the RICBL/private fund manager.
- 6.8.3 On severance of employment, other than termination for gross misconduct, after a minimum of 10 years of continuous contribution, an employee shall be entitled to receive the full amount, including interest credited to his/her individual provident fund account.
- 6.8.4 The Management shall review the contribution percent for PF from time to time.

6.9 Contribution to Group Insurance Scheme (GIS)

- 6.9.1 Depending on the Position and Position Level of an employee, a certain amount shall be deducted from an employee's monthly salary as per the slab prescribed by the RICB/any other insurance company. This amount is deposited in the employee's GIS account operated by the insurance companies and provides basic insurance coverage to the employee.
- 6.9.2 An employee on probation shall be covered by the insurance scheme.

6.10 Health Contribution

- 6.10.1 One percent of an employee's gross salary is deducted every month as a health contribution and remitted to RGoB and amount may be subject to revision from time to time.

6.11 Salary Tax (Tax Deducted at Source)

- 6.11.1** The Lhak-Sam shall deduct every month, tax at source as per the TDS slab prescribed by the Department of Revenue and Customs, RGoB from time to time.

6.12 Personal loans taken from financial institutions

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- 6.12.1 If an employee has taken a personal loan from any of the financial institutions for which his/her salary has been provided as a security, an amount equivalent to the equal monthly installment by way of loan repayment shall be recovered from his/her salary and remitted to the employee's loan account.

6.13 Any other recovery

- 6.13.1 Any other recoveries shall be made by deducting the required amount from an employee's salary as per the rules and policy of the Organization or the RGoB.

CHAPTER 7: PROMOTION

7.1 General Rule

- 7.1.1 An employee whose promotion is due shall score the performance rating of consistently "Very Good" and above for the last three years to be eligible for promotion.
- 7.1.2 Employee shall be eligible for promotion after completion of minimum years of service in one position as per the promotion chart.

7.2 Authority to grant promotion

- 7.2.1 The authority to grant promotion shall be as follows:

Table 1: Authority to Grant Promotion

EmployeeCategory	Normal Promotion
Executive	Board
All employees	Management/Executive/HR Committee headed by the Executive Director

7.3Promotion Criteria

- Consistently "Very Good" annual performance for the last three years;
- Completion of the minimum years of active service in the current position and position level.
- Clean service record.

7.4Promotion Schedule

- 7.4.1 Promotion shall normally be approved with effect from 1st January or 1st July.

- 7.4.2 Documents to be submitted for promotion

- A duly completed Promotion form
- Recommendation letter from immediate supervisor
- Performance Appraisal report for last 3 years

8.4.1 Notification of Promotion

- Promotion order shall be issued to an employee by the Executive Director
- Promotion order shall indicate designation, grade and new pay scale

8.5 Promotion Chart

Table 2: Promotion Chart by Grade Level

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GRADE	Senior Level	Mid Level	Support Level
1	5+PV		
2	5+PV		
3	5+PV		
4		5+PV	
5		5	
6		5	
7		5	
8		4 (EG)	
9			
10			5
11			5
12			5
13			5
14			4

Note:

- i. PV means Post Vacancy
- ii. EG means Entry Grade

CHAPTER 8: LEAVE OF ABSENCE

8.1 General Leave of Absence Rule

- 8.1.1 An employee on leave of absence shall be considered as on duty at all time and can be called on duty by the appropriate authority at any time depending to exigencies of services.
- 8.1.2 Except in the case of sudden illness or unforeseen circumstances, no employee shall remain absent from work.
- 8.1.3 All application for leave of absence shall be made in the prescribed leave application form (*FORM NO. 2*).
- 8.1.4 Submission of application for leave of absence by an employee does not imply that the leave is sanctioned, until a written approval is conveyed to that effect by the competent authority.
- 8.1.5 Earned leave of absence shall accrue to an employee during any form of leave except LTT.
- 8.1.6 Leave of absence shall accrue to an employee pursuing short term training, meeting, or conference as if the employee were fulfilling his/her regular duty.
- 8.1.7 Records for all leave of absence of employee shall be maintained by the Adm/HRD in the prescribed format.
- 8.1.8 The Executive Director shall approve all leave of absence for all employees at the position of Directors, Specialists and Chiefs. The Chairperson shall approve leave of absence of the ED.
- 8.1.9 Division Chiefs shall approve leave of absence for the respective employees.
- 8.1.10 An employee shall be paid basic pay and allowances if any, for the period of casual leave, paternity leave, earned leave, maternity leave and medical leave.

8.2 Revocation of Leave Granted

- 8.2.1 In case an employee does not report to work on expiry of his/her leave of absence, but the ED is convinced that the employee has remained absent under unavoidable circumstances and deserves regularization, leave may be granted as per the entitlement of the individual employee.

8.3 Category of Leave

8.3.1 Casual Leave (CL)

- a) An employee shall be admissible for casual leave a maximum of 10 working days during financial year. The unused CL, if any, at the end of the year shall be carried forward and transferred to Earned Leave Account;
- b) Employees shall be allowed to avail casual leave while on tour with the approval of the competent authority, but shall not be paid Daily Allowance for the days of Casual Leave;
- c) An employee who joined through a calendar year and is on probation shall be eligible for casual leave on pro-rated basis.

8.3.2 Earned Leave (EL)

- a) An employee who works in the organization for 6 or more months shall earn leave of 1.5 days earn for every completed month of service. However, EL shall not be availed until a minimum of 12 months of continuous employment has been completed.
- b) An employee shall be allowed to accrue up to a maximum of 18 days of earned leave in a year;
- c) The maximum earned leave that can accumulate shall be restricted to 54 days and any earned leave accrued over and above 54 days shall automatically be lapsed.
- d) An employee shall not accrue earned leave during the period of training exceeding one month;
- e) An employee shall not avail more than 5 days of continuous earned leave at a time;
- f) Government holidays and weekly off days (Saturdays and Sundays) within the period of the earned leave sanctioned to an employee shall not be counted as earned leave
- g) An employee intending to proceed on earned leave shall fill out the leave application in the Leave application form at least one day prior to proceeding on leave.
- h) An employee proceeding on leave must ensure that leave is sanctioned and proper departure report has been submitted to the concerned office;
- i) An employee returning to work in fewer days than the earned leave sanction shall be allowed to re-adjust the unused portion of the earned leave upon submitting his/ her joining report.
- j) The Management may review and allow for leave encashment provisions; 'OR' an employee may en-cash 30 days earned leave equal to one month's basic pay, once every fiscal Year. Earned leave thus en-cashed shall be debited to his/her Earned Leave account.

8.3.3 Study Leave

- a) Study leave shall be granted to an employee to enable him/her to pursue a formal course of study/training relevant and useful to his/her present or future duties.
- b) Study leave shall automatically be granted only to employees who have been selected by the HR committee and approved by the management for short or long term training.
- c) Study leave shall be granted to an employee for the actual duration of the approved training and journey periods to join the training and return to the base office on completion of the training.

8.3.4 Paternity Leave

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- a) A male employee shall be granted paternity leave of minimum of ten (10) working days.
- b) A part-time employee shall be entitled to ten (10) working days of paternity leave
- c) Paternity leave may be combined with any other kind of leave.
- d) An employee shall be entitled to take a maximum of 3 times of paternity during his entire tenure/employment period.
- e) An employee who fails to avail paternity leave shall not be entitled to en-cash it.

8.3.5 Maternity Leave

- a) A female employee shall be entitled for maternity leave for a minimum period of three (3) months with pay.
- b) Maternity leave shall be granted with full pay including all allowances and entitlements for a total period of 3 months from the date it commences. The maternity leave shall, at the latest, commence from the date of delivery.
- c) Maternity leave with full pay including all allowances and entitlements shall be availed during a miscarriage on for a maximum period of one (1) month on submission of a medical certificate.
- d) Government holidays shall be prefixed or suffixed, but holidays intervening the maternity leave shall be counted as leave.
- e) Maternity leave may be combined with any other kind of leave.
- f) Maternity leave may be granted by the respective division heads on production of medical certificate.
- g) Maternity leave should be recorded and attested in the service record by Operations Department.
- h) To enable breast feed a child exclusively for the first 6 months and to facilitate mother with babies to continue breast feeding, the Organization shall allow mother to interrupt her work every two (2) hours for one (1) hour till her baby attains 24 months to nurse her baby and those interruptions shall be treated as work time for which the employee shall be paid.

8.3.6 Medical Leave

- a) An employee shall be granted medical leave as follows:
- b) On the written advice of a recognized health professional or institution.
- c) To escort an immediate family member (see Definition of immediate family member) for medical treatment outside of the country for a maximum period of a month for which evidences are required.
- d) An employee on medical leave shall be entitled to his/ her basic salary up to a maximum period of one year, after which, such cases shall be put before the board for further instructions.

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- e) Any claims shall be as per the National Guideline for Patient Referral outside Bhutan, and there shall be no additional entitlements over the entitlements specified by the Ministry of Health.

8.3.7 Sick Leave

- a) An employee shall be entitled to minimum of five (5) working days per year as sick leave after notifying employer in advance of any sickness. The employee shall produce evidence of nature of sickness which will include a signed certificate from a registered medical practitioner in Bhutan indicating the employee is sick and unfit for work.

8.3.8 Compensation Leave

- a) Employees engaged in pre-planned official work during weekends and holidays, upon written approval of the supervisors, shall be entitled to avail compensation leave (*FORM-3*) not later than any working day of the following week.
- b) Employees on official tour during weekends and holidays for which DA has been claimed shall not be eligible for compensation leave.

8.3.9 Bereavement Leave

- a) In the event of death of an immediate family member (*See Definition of immediate family member refer to Employee Welfare Fund guidelines*) or in the event of death of parents of spouse, bereavement leave of 21 (twenty one) calendar days shall be provided to an employee on each occasion.

8.3.10 Transit Leave

- b) An employee while proceeding on transfer shall be granted a transit Leave of 5 (Five) working days to report to his/ her new place of posting. The transfer order shall indicate the effective date.

8.4 Leave Encashment

- 8.4.1 An employee may en-cash 30 (thirty) days of earned leave provided the employee has 30 days of leave at credit. The amount payable on encashment of 30 (thirty) days earned leave shall be equal to the employee's one month's basic pay as on the date of encashment.
- 8.4.2 Thirty days earned leave shall be debited to the earned leave account on the date of such encashment.
- 8.4.3 Only one such encashment of earned leave is allowed during a financial year.
- 8.4.4 Notwithstanding the preceding clause above, an employee leaving the employment for any reason shall be permitted to encash the earned leave at credit calculated proportionate to full basic pay.
- 8.4.5 An employee who has the required number of earned leave before proceeding for training shall be eligible to encash the leave during the training period, subject to the rules governing the encashment.

8.5 Leave Travel Concession

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- 8.5.1 An employee who has put in at least a year's (twelve months) continuous service with the Organization including his/her probation period shall be entitled to Leave Travel Concession (LTC) to the extent of one month's basic pay in a year.
- 8.5.2 An employee shall not be paid LTC for the period of his/her study leave.

CHAPTER 9: TRAVEL

9.1 Procedures

- 9.1.1 An employee shall proceed on tours only with the approval of the travel before commencement of travel by the competent authority. The endorsed Travel Authorization copy shall be submitted to Finance for processing advance and necessary travel arrangement.
- 9.1.2 An employee shall settle her/his travel claim within 15 days from the date of completion of the tour.
- 9.1.3 No DA or travel allowance shall be paid without necessary approval accorded on the travel claim documents.

9.2 Travel approving authority is as per Table 3 below:

Table 3: Travel Approving Authority

Official	Approving Authority
Executive Director	Chairman
Director/Chief	ED
Heads	Director
All other employees	As per delegation of authority

9.3 Mileage Rate

- 9.3.1 Employees shall be permitted to use their personal conveyance for official tours and travels for which per-kilometer mileage claims shall be paid at the prevailing RGoB rates.
- 9.3.2 Hiring of vehicles - As far as possible, hiring of vehicles will be restricted and if necessary, it shall be hired only with the prior permission of the Management.
- 9.3.3 Employees shall share private cars when travelling in groups on in-country tour for the same purpose and destination, and claim mileage accordingly.

9.4 Daily Allowance

- 9.4.1 Travels and tours made more than ten (10) kilometers from the duty station (one way) shall be entitled for daily allowance provided her/his absence from duty station exceeds eight (8) hours.
- 9.4.2 Daily Allowances within Bhutan shall be as per Table 10 below:

Table 4: Daily Allowance In-country

Level	Entitlement
Chairman/Board of Directors/Advisor/ ED/Director with night halt	2500
Chairman/Board of Directors/Advisor/ ED/Director without night halt	1500

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All other employees with night halt	2000
All other employees without night halt	1000

- 9.4.3 Travels and tours made more than ten (10) kilometers from the duty station (one way) shall be entitled for daily allowance provided her/his absence from duty station exceeds eight (8) hours;
- 9.4.4 When an employee is continually on tour for more than one month, the daily allowance shall be paid at the following rates.

Table 5: DA Rate for more than one month

Up to one month	100% DA
After one month	50% DA
After three months	TA/DA

9.5 Daily Allowances in India

- 9.5.1 An employee shall produce a boarding pass or passport copy with immigration seal as proof of travel prior to final settlement of travel related payments;
- 9.5.2 An employee undertaking travel in India for official duty or training shall be entitled to DSA as per RGoB rates in INR.

9.6 Travel to Third Countries

- 9.6.1 RGoB approved DSA rates in US dollar for foreign travels shall be applied for the Organization's employees while on official travels to third countries.

9.7 Incidental Expenses

- 9.7.1 Employees may claim actual incidental expenses incurred during the official trip, such as, visa fee for official, taxi fare, etc. upon production of supporting documents.

CHAPTER 10: TRAINING & CAPACITY DEVELOPMENT

10.1 General Guidelines

- 10.1.1** HRD Plan outlining training and development needs of the Organization shall be prepared every five years after the preparation of the Strategic Plan.
- 10.1.2** Coordinate mobilizing/identifying internal or external financial support for the HRD plan implementation.
- 10.1.3** Training programs availed or undertaken by employees are monitored for compliance and records are maintained in a database.
- 10.1.4** The candidate has fulfilled the 'Eligibility Criteria' prior to undertaking a training program.

10.2 Types of Training

Short-term Training Program (STTP)

- 10.2.1 Short-term Training Program (STTP) includes all training programs for a period not longer than six (6) months. They are:
- i. In-country Training (earning a certificate)
 - ii. Ex-Country Training (earning a certificate)
 - iii. In-house training

Long-Term Training Program (LTP) and development program

- 10.2.2 All training programs exceeding 6 months in a recognized training Institutes within/outside the country and earning a degree/diploma or professional certificate shall be considered as LTP.
- 10.2.3 Workshop/Seminar/Conferences/Institutional Visit
- Workshop/Seminars/Conferences/Institutional visits*
- 10.2.4 Workshop/Seminars/Conferences/Institutional visit are not considered as trainings.

10.3 Eligibility Criteria

- a) A regular employee shall be eligible for both STTP and LTP.
- b) An employee shall be less than 45 years of age to pursue LTP.
- c) An employee with excellent performance shall be given preference.
- d) An employee shall be eligible for LTP only if he has successfully completed his previous training except for reasons beyond one's control.
- e) An employee shall fulfill all the requirements specified in the HRD plan or in the ad-hoc offer of an event.
- f) An employee shall have a clear service record or should have improved indicatively her/his performance over a period of time.

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- g) An employee should have minimum of two years' experience excluding probation period at the time of commencement of LTTP.
- h) An employee nominated to attend the training program should have adequate qualification required to attend that event.
- i) An employee to be eligible for ex-country STTP shall complete probation period at the time of commencement of the course.
- j) An employee nominated for the LTTP shall submit the following documents and meet medical conditions prescribed in the training program.
 - i. Training nomination form in *Annexure 5*
 - ii. Medical fitness certificate
 - iii. RAA clearance certificate
 - iv. Security clearance
- k) An employee nominated for the STTP shall submit the training nomination form only.

10.4Entitlement during Long-Term Training Program (LTTP)

10.4.1 An employee on LTTP shall be entitled to the following:

- a) The period of training shall be treated as study leave and shall be governed by the Organization's Study leave rules and regulations.
- b) Training period up to 18 months for any single training shall be counted as active service for the purpose of promotion. The rating for the purpose of promotion only shall be average for the past 2 years performance.
- c) An employee on LTTP shall not accrue Earn leave (EL) during the training program but shall be allowed to avail leave permitted by the training institute.
- d) An employee on LTTP shall be entitled for the annual increment as per her/his pay scale.
- e) LTC and other entitlements shall not be paid during the training.
- f) An employee shall be entitled for DSA, Stipend and Book Allowance while undergoing LTTP as per the rates prescribed by RGOB/donor or as entitled under the Organization's rules and regulations.
- g) An employee on LTTP shall be paid one day DSA on the day of arrival at the institute.
- h) An employee shall be paid 60% of the DSA for field trip undertaken during LTTP provided she/he has sought prior approval from the Organization based on recommendation received from the Institute.
- i) An employee on LTTP shall be entitled for the basic salary only up to maximum period of 12 months. Beyond 12 months the employee shall be entitled to 50% of the Basic Salary.

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- j) Medical Insurance coverage for employees on LTTP abroad shall be in accordance with the amount specified by University/Institute concerned or as provided by the Organization.
- k) LTTP shall be approved by the Board.

10.5 Benefits during Short Term Training Program (STTP)

10.5.1 An employee attending STTP conducted in both Bhutan and abroad shall be admissible for the following benefits:

- a) Full DSA payment for a period of one month, excluding journey period as per the approved rate of the Organization.
- b) Fifty Percent (50%) of the DSA for a period exceeding one month and up to maximum period of two months. Thereafter, stipend rates shall be paid as per the government rate.
- c) Twenty percent (20%) DSA shall be paid when an employee is provided with airfare, food and accommodation by the donor agency concerned to cover the incidental expenses for the entire period of STTP program.
- d) Fifty percent (50%) DSA shall be paid when an employee is provided with airfare and accommodation by the donor agency concerned to cover other expenses for the entire period of STTP program.

10.5.2 An employee availing in-country-STTP shall be entitled to claim training allowance of Nu. 1000 per day. However, when the training is conducted within the same location of posting, an employee shall be entitled to 50% of training allowance. This excludes expenses pertaining to tuition fee, meals, refreshments, etc.

10.5.3 If a training program has weekends in between the training durations, an employee shall be entitled to training allowance for the weekends as well.

10.5.4 An employee under STTP shall accrue leave as if she/he is fulfilling his regular duty when the STTP duration is equal to or less than 6 months.

10.6 Training obligation

10.6.1 An employee shall report to the Institute at the prescribed time and date failing which the employee shall have to give a written explanation to the Organization upon resuming the office.

10.6.2 An employee who has undergone training at the expense of the Organization or that of the Government or any offer offered by the donor agencies as employee of the Organization shall be required to serve the same for a minimum period as specified below or reimburse the entire amount on pro-rate basis:

- a) STTP: One year.
- b) LTTP: 2.5 times the duration of the training program.
- c) Self-funding: Equal to the duration of training.

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- 10.6.3 An employee's guarantor shall sign a training bond with the Organization before the employee proceeds for training.
- 10.6.4 An employee on LTTP (10.6.2 a & b) shall pay to Organization an amount equal to 2.5 times the total expenditure incurred on a particular training based on the following:
- a) She/he fails to return to Organization on completion of the training.
 - b) She/he discontinues his training for a reason other than ill health and returns to Bhutan.
 - c) She/he voluntarily resigns from service prior to rendering the specified duration of service to the Organization. However, the employee will be liable to refund the expenditure on pro-rata basis if she/he wishes to resign before serving the stipulated duration.
 - d) She/he does not return to Bhutan.
- 10.6.5 In the event, the candidate fails to pay 2.5 times the total expenditure of the STTP and LTTP training on pro-rata basis, her/his guarantor shall be liable to make the payment to the Organization. If the guarantor fails to adhere to the undertaking, legal actions shall be initiated in accordance with the undertaking and laws of the country.
- 10.6.6 An employee upon joining the university or institute shall submit the course joining report along with other necessary relevant documents.

10.7Post-Training requirement

On return from a training program, an employee shall fulfill the following;

- 10.7.1 Submit to the Administration & HR a copy of the certificate, a copy of reports, and training materials obtained by her/him during the course of her/his training program which shall be submitted to the Organization to maintain a repository of such material.
- 10.7.2 An employee shall prepare a report on the training indicating as to how she/he intends to apply the skill and knowledge acquired from her/his training vis-à-vis her/his assigned duties/responsibilities towards the Organization and make a presentation to the management and other relevant employees of the Organization. She/he may also be asked to conduct similar training programs for other employees.
- 10.7.3 An employee shall report to work immediately after the STTP is completed.
- 10.7.4 Proper justification and explanation shall have to be given for failure to report on time. If the explanation is not adequate, the excess period shall be considered as leave without pay. If the employee fails to report even after 30 days of completion of training, the case shall be referred to the HR Committee for administrative actions.
- 10.7.5 The employee shall produce the proof of travel prior to final settlement of all travel related payment.

10.8Monitoring of STTP and LTTP

- 10.8.1 The Administration & HR shall be responsible for monitoring the STTP and LTTP program and maintain a database of employees who have undergone training.
- 10.8.2 An employee on LTTP must submit semester reports to Administration & HR within a month of the declaration of results which shall be the basis for reporting to the management and release of subsequent stipend/salary.
- 10.8.3 The Human Resource and Administration Department shall develop strategies/policies to properly monitor study program and to evaluate its impact to optimize its return to the Organization.
- 10.8.4 An employee on LTTP shall be called back immediately and made to refund the entire cost of the training if she/he is known to be performing poorly due to the following reasons:
- a) Not attending the course regularly;
 - b) Involved in any criminal activity;
 - c) Abusing Drugs/Prohibited Substances;
 - d) Involved in any activity, which is illegal/ against the law of the country or norms of the Organization;
- 10.8.5 Failure to pay the cost of the training shall result in appropriate action against the employee. However, the Management may accord due consideration if the reason is beyond ones' control, such as health, natural calamities, political crisis.

CHAPTER 11: SEPARATION

11.1 General rule on separation

- 11.1.1 An employee separating from the Organization for whatsoever reason shall be responsible for:
- a) Properly handing over all the Organization properties, including files, records equipment's and other documents to the Organization provided under Chapter 15 of this Manual.
 - b) Resolving any pending issues related to audit memos, legal, financial and procurement etc. relevant to his tenure in the Organization.
- 11.1.2 Only upon completion of the separation formalities, the benefits shall be released.
- 11.1.3 An employee shall submit audit clearance, handing-taking note, clearance from the financial institutions and other relevant documents prior to sanction of retirement benefits.
- 11.1.4 An employee with clear service records shall be relieved with appreciation and dignity.
- 11.1.5 Concerned office/immediate supervisor shall be responsible for timely processing of the retirement benefits.
- 11.1.6 All benefits admissible under this Chapter, upon submission of all the required documents shall be processed and sanctioned within 15 working days from the date on which the employee became entitled to receive payment.
- 11.1.7 Annual performance increment becoming due for the employee on a day following the actual date of retirement shall be released first and it shall be considered for the purpose of calculating all retirement benefits.
- 11.1.8 An employee who expires while in service shall be sanctioned with the post service benefits to her/his nominees/dependents without having to complete 5 years of service.
- 11.1.9 The amount to be recovered from the employee at the time of retirement or death and not recoverable otherwise, including dues to the financial institutions to which the Organization has given the undertaking, shall be recovered from the retirement benefits payable to the retiring employee or the deceased employee's nominees or other legal heirs, as the case may be.

11.2 Separation Category

- 11.2.1 *Superannuation*: A regular employee shall be superannuated on attaining the age as in Table 12:

Table 6: Separation Category

Category of Employee	Year of Superannuation Attainment
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Executive	60 years
Managers and Supervisors	58 years
Frontline and Operations	58 Years

11.2.2 The Board may grant extension of service to an employee who has reached the superannuation age for a period not exceeding one year at a time in the interest of the Organization.

11.2.3 The date of birth recorded in the service book at the time of the initial appointment of an employee shall be the basis for deciding the date of retirement.

11.2.4 The actual date of superannuation shall be effective on the last day of the month during which the actual date of retirement falls. The gratuity and other post-retirement benefits shall be computed as on the actual date of superannuation.

11.2.5 The Administration & HR shall be responsible for issuing superannuation orders of the employee upon attaining the superannuation.

11.3Voluntary Resignation

11.3.1 An employee shall have the option to resign from the service by giving prior notice of one month provided he does not have any obligations towards the Organization.

11.3.2 An employee who fails to give the prescribed period of notice of her/his resignation shall be liable to pay an amount equal to one months' basic pay or the number of days that falls short of the prescribed period of notice.

11.3.3 The power to accept voluntary resignation submitted by an employee shall be vested with the ED.

11.3.4 The authority that recommends and accepts the resignation shall ensure that the resigning employee has complied with the conditions of service laid down in the service rule.

11.4Compulsory Retirement

11.4.1 An employee is liable to be terminated, with a thirty (30) days' notice or a month's salary in lieu of notice, from the service of the Organization at any time if it is found that she/he:

- a) Has been convicted for a criminal offence, either prior to or during her/his employment with the Organization;
- b) Has become of unsound mind;
- c) On disciplinary grounds based on the decision of the Management Committee;
- d) Fails to attend office even after serving a written notice.

11.4.2 The Organization shall have the right to, at its own discretion and with a 7-day notice or 7-day's pay in lieu thereof, retrench and dismiss the employee if she/he is

found to have committed official misconduct during the probation period or the Organization is in receipt of any adverse information regarding the employee's antecedents which would result into serious misconduct in the Organization.

11.5 Retirement under Early Retirement Scheme (ERS)

11.5.1 The Early Retirement Scheme shall be adopted as a tool to:

- a) Realign its staffing with operational strategy as an outcome of OD exercise.
- b) Downsize staffing to economize expenses.
- c) Remove non-performing employees as per provided under Chapter 6 of the Manual.

11.5.2 The Administration & HR shall prepare detailed guidelines for implementing ERS which shall be approved by the Board and shall be reviewed from time to time as may be required.

11.6 Retirement Benefits

Gratuity

11.6.1 An employee who separates from the Organization shall be eligible for gratuity, provided that the employee has completed a minimum of 10 years of service including the probation period. However, an employee on contract shall be eligible for gratuity based on the terms and conditions of the contract.

11.6.2 Gratuity for an employee who dies during the service shall be paid for the completed years of service.

11.6.3 Admissibility of gratuity in case of termination of an employee shall be as follows:

- a) Major Offence - Not admissible
- b) Minor Offence - HR Committee to decide
- c) Court ruling - As per the court order

11.6.4 The amount of gratuity payable under this rule shall be computed based on the last basic pay drawn times the number of completed years of employment. However, service of six months and above shall be considered as complete year for purpose of calculating gratuity:

$$\text{Gratuity} = \text{Basic Pay} * \text{Number of completed years of Service}$$

Provident Fund

11.6.5 Employees shall be entitled to Provident Fund as per RICBL/ private PF Managers' Rules.

11.6.6 The Administration & HR Department shall forward the following documents to the private fund manager:

- a) Completed application for provident fund/ refund form.
- b) A copy of the relieving order.

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- c) Last pay certificate.
- d) A copy of the audit clearance certificate issued by the Royal Audit Authority.
- e) A copy of the death certificate, in case of death of the employee.
- f) A copy of the marriage certificate, in case the employee is married.

Group Insurance Scheme

11.6.7 An employee who leaves the service of the Organization shall be entitled to Group Insurance Scheme (GIS) benefits as per the rules of Royal Insurance Corporation of Bhutan Ltd. (RICB) or another insurance company where the scheme is maintained.

11.7 Authority

11.7.1 The Operations Department shall be the competent authority to sanction the retirement benefits based on the approval of the Executive Director.

11.8 Condition for Payment of Benefits

11.8.1 The payment of benefits shall be subject to the provisions of this policy manual. Upon separation from Lhak-Sam, the following conditions or procedures shall be observed for payment of the benefits:

- a) The employment records of the employee claiming the gratuity, the provident fund and other benefits shall be verified and certified in accordance with this policy.

11.8.2 The gratuity, PF and other benefits shall be payable:

- a) To the incumbent employee or to his/her nominee(s) / dependents or other legal heir of the employee who expires while in employment with this Organization. The gratuity, Provident Fund and other benefits payable to an employee who expires without filing the nomination shall be disbursed in accordance with the law of the country.
- b) Upon production of an audit clearance certificate from the RAA.
- c) After recovery/ deduction of all amounts due from the employee if any, including dues to financial institutions to which the Organization has given undertaking, at the time of separation of the employee.
- d) In the event the annual increment is due for an employee on the day following the date of retirement, the annual increment shall be released and it shall be considered for the purpose of calculating all retirement benefits.

11.8.3 Provident Fund payments to entitled employees shall be made in cash or by transfer to the employee's bank account within 15 working days from the date on which the employee became entitled to receive payment.

CHAPTER 12: OCCUPATION HEALTH, SAFETY AND DUTY OF CARE

12.1 Duties and Responsibility of the Lhak-Sam

- 12.1.1 Outline the guidelines, procedures and responsibilities for preventing, eliminating and minimizing workplace hazard and risks.
- 12.1.2 Establish occupational health and safety policies and programs in accordance with the regulation and display health and safety procedure/program including notices in a prominent place at each workplace.
- 12.1.3 Designate a competent officer as safety officer of the Organization to brief the safety procedures/programs at least once in a week to avoid workplace hazards and risks.
- 12.1.4 Provide protective equipment, devices and clothing to its employees based on their professional requirement stated under Regulations on Working Conditions 2012 of MoLHR.
- 12.1.5 Notify the Chief Labour Administrator, MoLHR of an accident followed by a written report on the accident within 5 calendar days of the incident.
- 12.1.6 Improve working conditions that are hazardous to the health and safety of employees.
- 12.1.7 Ensure that the employees are:
 - a) Aware of all known or reasonable foreseeable health and safety hazards to which they are likely to be exposed by virtue of their work.
 - b) Aware of their rights and duties under the regulation.
 - c) Provided with protective equipment, devices and clothing as required in good condition.
 - d) Provided with information, instruction and necessary supervision to ensure health and safety of employees.

12.2 Duties and Responsibility of Employees

- 12.2.1 An employee shall wear, at all times, all safety gears provided by the Organization when performing the official duty or working at site and carry out work in accordance with established safe work procedures.
- 12.2.2 An employee shall observe all safety instructions given or general order issued by the Organization and not engage in conducts that may endanger him/her or any other person.
- 12.2.3 An employee shall report any harmful working conditions and health and safety issues to his supervisor for contravention.
- 12.2.4 An employee shall ensure that his/her ability to work without risk to his /her own safety and health or to the health or safety of any other person is not impaired by alcohol, drugs or other causes.

12.3 Group Insurance Scheme

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12.3.1 The Organization may make deductions from the employee's pay for Employee group insurance in accordance with the current rules of the RICBL/BIL. The deducted amount shall be forwarded to the RICB in order to cover the employees under the Group Insurance.

12.4Group Personal Accident Cover

12.4.1 The Organization may enter into an arrangement with an insurance company for the provision of insurance policy to all employees for work related accidents resulting in death, injuries, diseases, permanent/temporary disability and partial disability during their service with the Organization.

12.4.2 The agreed premium shall be paid by the Organization and shall not be deducted from the employees' wage/salary.

CHAPTER 13: PROPERTY MANAGEMENT

13.1 Principles of Property Management

- 13.1.1 The responsibility for proper accounting, safeguarding and utilization of all properties of the Organization shall primarily rest with the Executive Director as a chief custodian of all assets of the Organization.
- 13.1.2 The Executive Director, without disowning his own responsibility, may delegate the authority and responsibility for safe custody and utilization of properties to subordinate officials, who shall be referred to as Store Officer.
- 13.1.3 Properties received by Lhak-Sam officials on behalf of the Organization shall be accounted for as Organization's property and recorded in the relevant records of the Organization.
- 13.1.4 Lhak-Sam's property shall be recorded in the relevant records at the cost of acquisition or at assessed value.
- 13.1.5 Every Lhak-Sam official shall handle and use the Organization's properties with the same degree of diligence and care as he/she would exercise in handling and using his/her own property.
- 13.1.6 Transfer of custody of the Organization properties shall be carried out through proper handing-taking over mechanism.

13.2 Acquisition of properties

- 13.2.1 Property may be acquired by the Organization in any of the following ways:
 - a) Purchase;
 - b) Construction;
 - c) Production/manufacture, and
 - d) Grant/donations/gifts.

13.3 Maintenance of Inventory of Properties

- 13.3.1 The Stores/Property In-charge shall maintain Stock Register or Ledger (*Annexure 6: Stock Register*) for expendable properties where a numerical account of consumable articles, like stationeries, shall be maintained.
- 13.3.2 The Stores/Property In-charge shall allot an Inventory/Fixed Asset Identification Code to each item, which shall be suitable to indicate type and class of the property.
- 13.3.3 Such identification code shall be indelibly written on the item for its easy identification. This identification code shall be used in all property records.

13.4 Receipt, inspection and acceptance of property

- 13.4.1 The Stores/Property In-charge or a technically competent official nominated by the Executive Director shall inspect and examine the properties prior to acceptance to

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ensure that the quantity and quality and other required specifications have been complied with.

- 13.4.2 The quantity accepted shall be recorded in the relevant Stock Register/Fixed Assets Register and quantity rejected, if any, shall be returned to the supplier immediately. If the rejected property cannot be returned immediately, a notice of rejected items shall be issued by the Stores/Property In-charge to the supplier concerned indicating clearly that the property/item has been rejected and would be returned at the earliest.

13.5 Issue of property

- 13.5.1 Request for property/item shall be submitted through a 'Property Requisition Form' (*Annexure 5: Property Requisition Form*) to the store/property manager and shall require the approval of the Department/Division head.
- 13.5.2 The store/property manager shall obtain an acknowledgement of receipt of the items issued and record the same in the Stocks/Fixed Assets Register.

13.6 Maintenance of Fixed Asset Register for non-expendable properties

- 13.6.1 store/property manager shall maintain record of all non-expendable properties in Fixed Asset Register (*Annexure 8: Fixed Asset Register*), which shall provide details of date and cost of acquisition, specifications, present location and Fixed Asset Identification Code.
- 13.6.2 Separate Fixed Asset Registers shall be maintained for different classes of fixed assets.
- 13.6.3 If the number of classes of fixed assets are not many, separate section in the same Fixed Asset Register shall be assigned for recoding different classes of fixed assets.
- 13.6.4 Receipts shall be obtained in the form of Goods Issue Note and maintained in the relevant Fixed Assets Registers for non-expendable properties distributed to individual officials for use in their official capacities. All such receipts shall be renewed annually or whenever the properties are returned, exchanged or re-issued.
- 13.6.5 Depreciation shall be provided on fixed assets on Written Down Value method by applying the depreciation rates as provided under the Financial Rules & Regulations of the Ministry of Finance (*Annexure 9: Appendix - Depreciation Table*).

13.7 Maintenance and Utilization of Properties

- 13.7.1 The responsible Division/officials shall prepare schedules of routine maintenance works necessary for different types of non-expendable properties. The schedules shall be duly approved by the Executive Director.
- 13.7.2 In the event preparation of such schedules is not possible considering the sophistication and physical attributes of the properties, the manufacturer's recommended schedule of maintenance and prescribed life periods shall be followed in respect of heavy or sophisticated equipment or vehicles.

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- 13.7.3 All properties of the Organization shall be used for the purposes they were procured and issued for. The store/property manager shall ensure that the properties are safeguarded from loss, misuse, and unauthorized disposal.
- 13.7.4 The Executive Director shall ensure that utilization of all official properties are monitored, controlled and only judicious and prudent expenditures are incurred and no unnecessary, excessive, extravagant and irregular expenditure are incurred on the utilization of the properties.
- 13.7.5 There shall be prescribed Logbooks (*Annexure 10: Logbook*) in appropriate formats to be maintained for all fuel consuming machineries and equipment to record the utilization of these properties.
- 13.7.6 The designated responsible official shall append a periodic performance summary of the fuel consuming equipment at the end of each week or month, as the case may be, in the Logbook.
- 13.7.7 Such Performance Summary shall indicate the opening stock of approximate quantity of fuel at the beginning of the month, total quantity of fuel issued during the month, the approximate quantity of fuel at the end of the month, total fuel consumption during the month, performance indicators during the month and the average fuel consumption. Where deemed necessary, the Executive Director shall seek explanation from the designated responsible official on any substantial deviation from the rated fuel consumption, examine it and take suitable action to prevent misuse of fuel.

13.8 Physical Verification of properties

- 13.8.1 Physical verification of properties shall be carried out to:
- a) Establish ownership of properties;
 - b) Verify actual existence of properties in accordance with the book balance and descriptions;
 - c) Identify and report on properties that are surplus, obsolete, damaged or unserviceable, or missing/shortage of items.
- 13.8.2 The Management shall nominate an officer independent of the concerned store/property manager to conduct physical verification of properties at least once in a financial year.
- 13.8.3 Physical verification of expendable items with specific expiry dates, such as, drugs, medicines, and medical surplus shall be carried out more than once in a financial year, frequency of which shall be decided by the Executive Director.
- 13.8.4 Physical verification of properties shall always be carried out in the presence of the property/stores manager or a person deputed by him/her.
- 13.8.5 The verifying officer shall submit a Property Verification Report along with a list of surplus, obsolete or unserviceable properties to the Executive Director in Form No. ... (*Annexure 9: Property Verification Report*). A separate list of items found short or excess over the book balance shall also be submitted with the report.

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- 13.8.6 True status of actual physically verified balance along with details of variations between the book balance and physical balance found during the physical verification of properties shall be immediately brought to the notice of Accounts Section to update the Accounts and Property Records.
- 13.8.7 Properties that are not likely to be utilized in the near future due to advanced technology or other factor shall be treated as obsolete.
- 13.8.8 On receipt of reports on surplus, obsolete, or unserviceable properties, the Executive Director shall constitute a Property Inspection Committee of three or more officials representing different Departments/Divisions to review the report for appropriate course of action as under:
- a) Where there is no prescribed or stipulated life period for unserviceable items or if such life period is not over, the physical conditions of the items and the history of use shall be examined. If it transpires that the item was rendered unserviceable due to negligence, misuse or mischief, the same shall be clearly noted.
 - b) Where the prescribed or stipulated life period is already over, the physical condition of the items shall still be examined to see if the assets could be put to further economic use.
 - c) The correctness of declaring an item as surplus or obsolete shall be ascertained from records and technical observations. It shall be further ascertained if the surplus or obsolescence had occurred due to procurements in excess of requirements, lack of foresightedness in procurement or some other reasons like abandonment of works, etc.
- 13.8.9 The Executive Director or an authority delegated with appropriate financial powers shall take the recommendations of the Finance office/Property Inspection Committee into consideration to:
- a) Declare items as surplus, obsolete or unserviceable.
 - b) Initiate proceedings as per the Organization's Finance & Accounting Manual if the causes of damages or shortages/losses of items have been ascribed to suspected acts of negligence, fraud or mischief.
- 13.8.10 Orders declaring properties as surplus, obsolete or unserviceable shall specify the reasons for declaring them as such and a reference of the order shall be noted against the adjustment entries in the relevant property/stock records.
- 13.8.11 A separate record of properties declared as surplus, obsolete or unserviceable shall be maintained where the ultimate disposal/sale reference of the items shall be noted.

13.9 Disposal and Transfer of Property

- 13.9.1 The Executive Director shall initiate disposal of surplus, obsolete or unserviceable properties giving due regard to the original cost and date of purchase, accumulated depreciation, and written down value of such properties.

- 13.9.2 A Property Transfer Note (***Annexure 12: Property Transfer Note***) shall be prepared as a basis to dispose/transfer surplus, obsolete or unserviceable properties.
- 13.9.3 In order to ensure that the surplus, obsolete or unserviceable properties fetch fair values, the disposal/sale initiatives shall be conducted at the earliest after those are declared as such.
- 13.9.4 Disposal of all Organization's properties shall be carried out through public auctions unless it is deemed that the volume/value of such properties do not merit holding public auctions.
- 13.9.5 Fixing of Reserve Price of properties to be disposed through public auctions or valuations of properties to be disposed, otherwise shall be done by Property Inspection Committee upon approval from the Executive Director.
- 13.9.6 After disposal of the property, necessary entries shall be made in the property records (Fixed Assets Register and Stock Register).

13.10 Reporting and Monitoring of Lhak-Sam's Property

- 13.10.1 Division or Unit heads shall monitor the upkeep of official properties by way of physical verification of properties.
- 13.10.2 The store/property manager shall provide details of non-expendable properties acquired/received, issued/transferred, disposed or written-off to the head of Organization, as and when the transaction takes place.

13.11 Relief from Accountability of Lhak-Sam's properties

- 13.11.1 A staff holding official properties shall be relieved from the accountability on his/her handing over of the items to the store/property manager in reasonable conditions. Such a staff member shall obtain a clearance from the store/property manager before proceeding on extended leave of absence, transfer or retirement from the service.
- 13.11.2 On situation where an official leaves his/her incumbency on transfer or change of roles/charges in the management, a formal handing and taking over notes, bearing signatures of both the relieved (outgoing incumbent) and the relieving official, shall preferably be prepared in all cases of transfer of charges. Such Notes shall invariably be prepared in case of change in incumbency to any position, which heads a section or unit under the Department/Division/Executive Director or involved in handling of any or several of the following:
- a) Construction/maintenance of works;
 - b) Stores;
 - c) Stock of inventory or equipment;
 - d) Cash including advances;
 - e) Cashbook;
 - f) Signing of Cheque and/or receipt.

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13.11.3 In order to complete the process of transfer of charges, the following procedures shall be followed:

- a) The Cashbook or advance account shall be closed, totaled and balanced;
- b) The relieved/outgoing official, shall provide under his full dated signature, certificates of verification of cash in chest, original keys of the chest with numbers, unused Cheque forms and Cheque books, unused receipt forms and receipt books. The same shall be handed over to the incoming official or to the relieving officer, as the case may be;

13.11.4 The relieved/outgoing official shall hand over a note to the incoming official or relieving officer containing at least the following information:

- a) Status of the works in hand;
- b) Orders remaining to be complied with;
- c) Details of such matter as deemed necessary for the attention of the incoming/relieving officer;
- d) Explanation of extraordinary circumstances, if any;
- e) Existing or apprehended difficulties;
- f) Status of audit and outstanding audit observations remaining unresolved, if any;
- g) List of all claims awaiting settlement/adjustment as on the day of transfer of charges indicating reasons for cases remaining pending.

13.12 Taking Over of Charges in absence of an officer

13.12.1 Following course of action shall be taken when an officer handling official funds, stores, stock of equipment and inventory, etc., absconds, dies or become incapacitated in the performance of duties:

13.12.2 Executive Director shall immediately instruct a Property Inspection Committee to take custodian of the funds, stores, equipment and inventory, etc.;

13.12.3 The Committee shall prepare an inventory of the cash and other accountable items physically available and to determine the extent of responsibility or liability of the officer for any shortage that may be found;

13.12.4 Charges of the absconded, deceased or incapacitated officer shall be taken over by another officer designated by the Executive Director.

13.13 Procurement, Registration and Use of Pool vehicles

Procurement

13.13.1 The Executive Director shall examine the existing fleet position of vehicles to determine requirement of procurement of vehicles.

13.13.2 Prior to initiating procurement of any vehicle, explicit approval of the Board shall be obtained regardless of the source of finance and the budget availability.

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- 13.13.3 Standard models of vehicles suitable for specific needs, based on the approval of the Board, shall be procured.

Registration, Insurance and Records

- 13.13.4 All vehicles and items of road plying equipment shall be registered and insured in accordance with the provisions of the Road Safety & Transport Authority legislations.
- 13.13.5 A Vehicle History Book shall be opened and maintained for each vehicle.
- 13.13.6 The following details of the vehicle shall be recorded in the first page of the Vehicle History Book:.
- i. Registration No. of the Vehicle;
 - ii. Insurance Policy No. and type of Insurance;
 - iii. Manufacturer's Name;
 - iv. Model Name and Serial No.;
 - v. Chasis No.;
 - vi. Engine No.;
 - vii. Extra Fittings;
 - viii. Spare Tools;
 - ix. Date of acquisition; and
 - x. Additional incidental costs (Taxes, Custom Duties, Handling Charges, etc):
- 13.13.7 Vehicle History Book shall also contain the following records:
- i. Salient points of Maintenance Schedule as prescribed in the Manufacturer's Manual;
 - ii. Details of allotment of vehicles to officials/drivers shall be recorded in the third page
 - iii. Details of maintenance and repair works including replacement of parts, tyres, etc., with their costs shall be recorded from fourth page onwards.
- 13.13.8 A Vehicle Logbook (***Annexure 8: Vehicle Logbook***) shall be maintained in respect of every vehicle observing the following procedures:
- a) An entry shall be made every time fuel is issued to the vehicle;
 - b) Starting and ending km reading as well as name of stations and the purpose of travelling/conveyance shall be on every use of the vehicle;
 - c) Officials using the vehicle shall sign on the entry of utilization in the Logbook on each occasion;
 - d) A summary of performance of the vehicle shall be appended at the end of every month. Such Performance Summary shall indicate the opening stock of approximate quantity of fuel at the beginning of the month, total quantity of fuel issued during the month, the approximate quantity of fuel at the end of the month, total fuel

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consumption during the month, performance indicators during the month and the average fuel consumption. Where deemed necessary, the Executive Director shall seek explanation from the designated responsible official on any substantial deviation from the rated fuel consumption, examine it and take suitable action to prevent misuse of fuel.

- e) Documents of registration of the vehicle (Blue Book), Insurance Certificate and the Logbook shall be kept in the vehicle.

Administrative Procedures - Pooling and use of Vehicles

- 13.13.9 Except for vehicles placed on the duty of the entitled officer as decided by the Executive Director ity from time to time, all vehicles of the Organization, irrespective of their sources of financing, shall be pooled under the Organization's fleet of vehicles.
- 13.13.10 As decided by the Board and identified by the Organization Head, all pool vehicles shall be under the Administration unit, which shall look after the maintenance, movement orders, safe custody, judicious utilization, and overall management of pool vehicles.
- 13.13.11 Movement of all pool vehicles shall be authorized by the designated Executive Director through issue of Movement Order (***Annexure 11: Vehicle Movement Order***), which shall be kept in the vehicle during its movements.
- 13.13.12 The Movement Orders shall indicate clearly the specific nature of duty and the destinations.
- 13.13.13 The Movement Order books shall be kept in the custody of the Administrative Officer and shall not be carried out in the vehicles.
- 13.13.14 When not in use, all pool vehicles shall be kept in the office compound after office hours, weekends and holidays. No pool vehicles shall be kept in the residential compound of any officer except those designated for entitled official.
- 13.13.15 No pool vehicles shall be kept separately with any particular Division/Unit, Officer for their exclusive use except under the existing rules.
- 13.13.16 Pool Vehicle shall be provided in emergency cases if any of the staff or family members fall seriously ill to transport them to hospital or for ritual activities in the event of death of a staff's direct family member.
- 13.13.17 Only the appointed drivers shall be permitted to drive the pool vehicles. In the absence of the driver or during an emergency, an officer may be permitted to drive the pool vehicle with a written permission of appropriate official.
- 13.13.18 No movement of pool vehicles shall be permitted generally before or after office hours except during the field visit.
- 13.13.19 During the shortage of pool vehicles, Administrative unit shall hire a vehicle for office purposes. Hiring charges would be same as mileage rates as per prevailing market rates.

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- 13.13.20 Staff members who are provided with fuel allowances are not entitled to claim pool vehicle for conveyance between home and office, and during working hours.
- 13.13.21 Pool vehicles are strictly for use by office staff and for official purpose only. Use of pool vehicles for other purposes shall be only upon approval by the Executive Director on case-by-case basis.
- 13.13.22 Use of pool vehicle outside the duty station shall be only for official travel which are formally approved by Executive Director.
- 13.13.23 All drivers shall submit a POL balance statement on a monthly basis to Administration unit for verification and records. Fuel consumption shall be based on the average mileage per vehicle and any discrepancy shall be reimbursed from the salaries of respective driver and Transport Officer.
- 13.13.24 The average mileage for each vehicle shall be ascertained by the Administrative Officer in consultation with the Executive Director.
- 13.13.25 Fuel book shall be in the custody of the Administrative Officer
- 13.13.26 The designated duty vehicle of Executive Director, if any, shall be outside the purview of these rules on Pool Vehicle.

CHAPTER 14: PROCUREMENT

14.1 Eligibility Criteria - Registration & Qualification of Bidders

- 14.1.1 The supplier shall hold a legal license, where required, from the authorities responsible for granting such license under the laws of the country of the holder;
- 14.1.2 Suppliers, Contractors and Consultants shall be ineligible for participation in the tender under the following circumstances:
- 14.1.3 Debarred from participation in any public procurement by any Competent Authority as per law;
- 14.1.4 Suspended, insolvent or is bankrupt or is in the process of being wound up;
- 14.1.5 Found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary;
- 14.1.6 Has not fulfilled obligations with regard to the payments of taxes, social security or other payments due in accordance with the laws of the country of its establishment; and
- 14.1.7 Has multiple ongoing work-in-hand which risks affecting quality of services.
- 14.1.8 Organization of Procurement & Tender Committee, Levels and Composition

14.2 Tender Committee

- 14.2.1 There shall be Tender Committee to ensure the procedures of this procurement method have been complied with in all cases of procurements as per the threshold limit prescribed under Section 16.4.7.
- 14.2.2 Tender Committee shall declare any conflict of interest with any of the participating bidders as and when the situation arises and not participate in that particular evaluation
- 14.2.3 The quorum for the tender committee meeting shall be two third of its total members; and
- 14.2.4 The Tender Committee shall be responsible for all the decisions made in accordance with the provisions of this procurement process.

14.3 Levels and Composition

- 14.3.1 The Tender Committee shall comprise:
 - a) Executive Director;
 - b) Finance Manager/Officer;
 - c) Concerned Programme Officer; and
 - d) Others as deemed necessary

14.4 Role of the Tender Committee

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- 14.4.1 Before each sitting, the Chairperson and each of the members of a Tender Committee shall declare a “No conflict of interest”.
- 14.4.2 Ensure whenever necessary that an appropriate bid opening process has been followed;
- 14.4.3 The Tender Committee shall make decision based on clear criteria for evaluation;
- 14.4.4 The Tender Committee shall be responsible and accountable for the works awarded;
- 14.4.5 Maintain proper minutes and records of the deliberations and decisions of the tender committee and the reasons for any decisions or actions;
- 14.4.6 The members of Tender Committee shall not disclose any information on the bid evaluation, decision and deliberations of the committee to any party or bidder, except as may be required by the law; and
- 14.4.7 The threshold values shall be determined by the Organization and reviewed and revised from time to time as deemed necessary with approval of the Board/Trust:

Table 7: Threshold Values

Type	Open Tender/ Bidding	Limited Tender/ Bidding	Direct Contracting
Works	Nu. 500,001 and above	Nu 50,001 and up to Nu. 500,000	Up to Nu.50,000
Goods and Services	Nu 300,001 and above	Nu.50,001 and up to Nu. 300,000	Up to Nu.50,000

14.5Procurement methods

16.5.1 The Organization shall follow the following procurement methods depending on the complexity of contracts and value:

Open Bidding

- Open bidding shall be applied to procurement of goods works and services as per the threshold mentioned.
- The open bidding process shall be applied unless there are circumstances, which justify the use of the other exceptional methods specified.
- Under this method, all contenders who are capable and eligible to supply the goods, works and services shall be given equal opportunity to submit bids following a notice inviting tender.
- When available time is insufficient (appropriately justified and properly documented) to follow the Open Tender/Bidding method but where it is still possible to seek competition, the Organization may resort to limited bidding despite the threshold limit.
- If this method fails to result in the award of a contract after two attempts limited bidding method may be resorted to.

Limited Bidding

14.5.2 Under this method, bid may be solicited from a minimum of three (3) eligible bidders who are capable of providing the goods, works and services sought. This method may be used where the estimated value of goods, works or services does not exceed the threshold value as prescribed.

Direct Contracting Method

14.5.3 Under this method terms and conditions may be negotiated directly with the supplier.

14.5.4 This method may be used for procurement as per the threshold mentioned in Section 16.4.7 or under the following circumstances:

- a) When, for reasons of extreme urgency brought about by unforeseeable events the minimum time limits involved in the open, limited bidding and limited enquiry method cannot be followed;
- b) In the case of purchases to be made for the purpose of day-to-day administration and the total value of procurement does not exceed Nu. per occasion;
- c) In the absence of at least three bids following the application of Limited Enquiry methods, and on approval by the management/tendering committee, provided the terms of bidding documents have not changed;
- d) Where, for technical reasons or for reasons connected with the protection of industrial property rights, the contract may be executed by only one supplier or contractor and there is no suitable substitute;
- e) Where additional items are required under an existing contract, and that the price to be paid is not more than the original price the repeat order may be placed;
- f) Suppliers in continuation of an existing procurement contract/addition to existing machinery and equipment, where a change of supplier would oblige the company to acquire materials having different technical characteristics which would result in incompatibility or technical difficulty in operation and maintenance or disproportionate additional cost; and
- g) When goods, works and services can be procured at a cost lower than the lowest evaluated tender either from within or outside the country, goods/works/services may be procured directly

14.6 Best Value Procurement Method (BVPM)

14.6.1 BVPM is a vision and method for procuring and tendering where the main focus is not the price but the performance of market parties. This method focuses on procuring the highest value and subsequently obtaining this at the most economically advantageous tender. It is also based on the conviction that the risks are minimized or eliminated when the information is effectively used. Following tendering process shall be followed.

14.7 Identification of goods and services

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14.7.1 Every year during the budgeting session, the Organization's Management shall draw up a list of all those items to be procured through this tendering process. The same shall be put up to the Board along with the yearly budget for approval.

14.8 Research and Analysis

14.8.1 The Administration and Finance Department shall carry out research and analysis to identify the items to be procured during the fiscal year based on Price, Quality and the Timeliness of the supplies. The Team will focus on the following criteria.

- a) Item brand/s;
- b) Approximate Price
- c) Projected quantities;
- d) Destination of Supplies;
- e) Frequency of supplies;
- f) Country or countries of origin of supplies;
- g) Access to the nearest level of suppliers; and
- h) Enforceability of legal contract.

14.8.2 The Organization's management may decide on the need for the team to visit the location and meeting of the potential supplies before invitation of the Bids.

14.9 Invitation of Bids

14.9.1 Invitation of the bid shall be advertised in newspapers/publications/websites containing all necessary information as below:

- a) The identity of the Organization;
- b) Scope of supply of goods;
- c) Period for execution of supplies;
- d) Address for obtaining the bidding documents, further information on bids;
- e) Cost of bidding documents;
- f) Earnest money deposit;
- g) Procedural requirements;
- h) Final date and time for submission of bids, time for opening of bids and venue; and
- i) Address where the bids are to be submitted;

14.10 Submission of bids

14.10.1 The Bid prepared by the bidder shall comprise:

- a) Original and copies of the bid form and the appropriate price schedules furnished in the bidding documents;
- b) Documentary evidence establishing that the bidder is eligible to bid;

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- c) Documentary evidence establishing that the bidder is qualified to perform the contract;
- d) Bid security; and
- e) Power of attorney

14.11 Minimum time limit for bid submission

- 14.11.1 The tender committee may decide on the appropriate minimum number of days to submit the bid based on the nature of the goods and services.

14.12 Bid opening

- 14.12.1 Bidders or their authorized representatives shall be allowed to attend the bid opening. Bidders who choose to attend shall sign the attendance sheet provided in the record of bid opening with their name, firm name and phone numbers. Bidders who choose to attend the opening shall not be allowed to speak on matters related to the bid until and unless approached by the committee members or after seeking permission by raising hand. Bidders who have any complaint with regard to the bid opening shall file a written complaint immediately.

- 14.12.2 All members shall examine and sign on the envelopes as an evidence to state that envelope was received sealed and on time and announce for record the observation, if any. In the event that an envelope of the original bid document is found to have been tampered with or opened, the committee shall examine and investigate the nature of tampering or opening of the envelope and such bids shall either be rejected or considered for evaluation at the discretion of the committee based on the merits of each case. In case where the bid is rejected the prices of such bid may however be used for the purpose of comparison.

- 14.12.3 All bids shall be opened in sequential order of submission and in full public view of all bidders/representatives attending the bid opening.

- 14.12.4 The Chairperson or representative of the committee shall announce the following in the bid opening for the bidders to note:

- a) The name of the bidder;
- b) The total price offered;
- c) Discounts offered, if any;
- d) The presence or absence of bid security and its amount;
- e) Alternative bids, if any;
- f) Response to amendments, if any;
- g) Any other requirements as per the bid documents; and

- 14.12.5 The members of the Committee opening the bid shall sign on all pages of the bid form, bill of quantities/ price schedules, any discounts offered, modifications, alternative bid, forwarding letter of the bidder and any other document deemed important. The committee shall also initial all corrections and overwriting in the bid documents.

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14.12.6 The bidder/representative will be required to inform the committee during the opening of the bid itself, if any information is missed or not read out.

14.12.7 All original copies of the bids, which are recorded in the bid opening, shall be kept in a secure place for future reference in case of any disputes or difference.

14.13 Minimum number of bids

14.13.1 If the number of bids received in response to any tender invitation is only one, the Committee may decide to open and should the bid be reasonable compared to estimated values and other variables set by the committee earlier, the committee may further negotiate and award the contract. However, should the committee be dissatisfied with the single bid, then the committee may re-tender.

14.13.2 In the event the bid is not responsive (no bidder), the committee shall be based on the analysis report directly award the contract to the committees' choice of supplier/s.

14.13.3 Evaluation Matrix

The evaluation of the bid shall be based on the minimum qualification set by the Admin and Finance team at the research and analysis level. Given the nature of the goods and services required, following minimum variables shall be considered in evaluating the responsiveness of the bid.

Table 8: Evaluation criteria for selecting Best Value Vendor

Evaluation Criteria	Points (%)
1. Price	30%
2. Quality	55%
3. Time	10%
4. Past Performance	5%
TOTAL	100%

CHAPTER 15 - DOCUMENTATION OF OFFICIAL RECORDS (SAVE TO REVIEW)

15.1 Archiving and Administration

15.1.1 An Administration Officer/In-charge designated by the Executive Director shall be responsible for the implementation of processes and procedures to ensure compliance of this policy.

15.1.2 Such official shall be authorized to modify Record Retention Schedule from time to time depending on the emerging need of the Organization, periodically review and monitor record retention and disposal program.

15.1.3 Minimum retention period shall be reckoned from the date of completion of annual audit and settlement of audit observations, if any, pertaining to the contents of the records.

15.1.4 Minimum period for retention of specific records shall be as under:

Table 9: Minimum Record Retention Period

SL. NO.	DOCUMENTS CATEGORY	RETENTION PERIOD
I. CORPORATE RECORDS		
1	Annual Reports	Permanent
2	Articles of Association and Articles of Memorandum	Permanent
3	Board/Trustee Meeting and Committee Minutes	Permanent
4	Lhak-Sam Policies/Resolutions	Permanent
5	Bylaws	Permanent
6	Construction/project documents	Permanent
7	Fixed Asset records	Permanent
8	Contracts/Agreements after expiration	5 years
9	General Correspondences	3 years
II. ACCOUNTING AND TAX EXEMPTION RECORDS		
1	Annual Audits and Financial Statements	Permanent
2	General Ledgers	10 years
3	Expenses records	6 years
4	Journal entries	6 years
5	Money Receipts/Acknowledgement documents	3 years
III. BANK RECORDS		
1	Cheque Registers	10 years
2	Bank Deposit Slips	7 years
3	Bank Statements and Reconciliation Statements	7 years
4	Electronic Fund Transfer Documents	7 years

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5	Payroll Registers	Permanent
6	Donation/fund inflow records	7 years
IV. EMPLOYEE/HR RECORDS		
1	Employment and Termination Agreements	10 years
2	Retirement/separation documents	10 years
3	Records relating to promotion/demotion	7 years
4	Accident Reports and Workers' compensation records	5 years
5	Salary Statements and Schedules	5 years
6	Employment Applications	3 years
V. INSURANCE, SAFETY AND LEGAL RECORDS		
1	Project Appraisals Reports	10 years
2	Intellectual Property Rights	Permanent
3	Environmental studies	Permanent
4	Insurance Policy documents	10 years
5	Real Estate documents	Permanent
6	Investment records	10 years
7	Leases	6 years
8	General Contracts	5 years
VI. CORRESPONDENCE AND INTERNAL MEMO		
1	Routine letters and notes that require no acknowledgement or follow-up, such as notes of appreciation, congratulations, transmittal letters, and plans for meetings.	2 years
2	Form letters that require no follow up	2 years
3	Letters of general inquiry and replies that complete a cycle of correspondence	2 years
4	Letters of complaints requesting specific action that has no further value after changes are made or action taken (such as name or address change)	2 years
5	Letters of inconsequential subject matter or that definitely closes correspondence to which no further reference will be necessary	2 years
6	Chronological correspondence file	3 years

15.2 Electronic documents and records

- 15.2.1 All electronic documents including records made online shall be retained as if they were paper documents for an appropriate amount of time.
- 15.2.2 A designated officer shall run a backup copy of all electronic files (including email) on the Organization's servers on monthly basis. This backup is a safeguard to retrieve lost information within a one-year retrieval period should documents on the network experience problems. The backup copy is considered a safeguard for

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the record retention systems of the Organization but not considered an official repository of the Organization's records. All monthly and yearly backups are stored offsite.

- 15.2.3 In certain cases, a document shall be maintained in both paper and electronic form. In such cases, the official document shall be the printed and signed original document.

15.3 Electronic Mail (E-mail)

- 15.3.1 Not all email need to be retained, depending on the subject matter.
- 15.3.2 All e-mails – from internal and external sources – shall be deleted after 12 months.
- 15.3.3 Staff shall strive to keep all e-mails related to business issues.
- 15.3.4 The Organization may decide to archive e-mail for six months after the staff has deleted it, after which time the e-mail shall be permanently deleted.
- 15.3.5 All official-related email shall be downloaded to a service center or user directory on the server.
- 15.3.6 An employee shall not store or transfer non work-related e-mail on work-related computers except as necessary or appropriate for the Organization's purposes.
- 15.3.7 An employee shall take utmost care not to send confidential/proprietary Organization's information to outside sources.
- 15.3.8 Any e-mail a staff member deems vital to the performance of their job should be copied to the staff's Hard drive folder, and printed and stored in the employee's workspace.

15.4 Storage Planning

- 15.4.1 The Organization's records shall be stored in a safe, secure and accessible manner.
- 15.4.2 A safe and suitable location shall be identified for storage of physical documents.
- 15.4.3 Documents and financial files that are essential to keep the Organization operating in an emergency shall be duplicated or backed up regularly and maintained off site.

15.5 Document destruction

The following procedures shall be followed with regard to the destruction of official records:

- 15.5.1 The administrator shall be responsible to identify records that have met the specified retention period for destruction, which shall be accomplished by shredding. However, in the event of any official investigation or when a lawsuit is filed or appears imminent, destruction shall be suspended until the conclusion of investigation. Further, documents which are relevant to any matter which is sub-judice must be retained for the purposes of production before a court of law.
- 15.5.2 The Head Office shall obtain a clearance from the Royal Audit Authority before according approval to the destruction of financial records.

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- 15.5.3 The records shall be destroyed by burning those in the presence of the members of a committee constituted for this purpose.
- 15.5.4 Upon destruction of the records, a certificate signed by all the members of the committee shall be maintained.
- 15.5.5 The Organization shall maintain a Register of destructed records.
- 15.5.6 Failure on the part of any official to follow this policy shall result in possible disciplinary action by the management. The Administrator official shall periodically review the procedures to ensure the compliance.

PART III - ANNEXURES

Annexure 1: An Employee Code of Conduct Undertaking Form

I,.....bearing CID No..... from
.....(Village/Gewog/Dzongkhag) having been appointed as the
employee of the Lhak-Sam do solemnly affirm that I shall faithfully and conscientiously
discharge my duties as the employee of the Lhak-Sam.

That I shall do right in all manner to people in accordance with Code of Conduct and
ethics of Chapter 4 of the Administration & HR Rules and Regulation of the Lhak-Sam
without fear or favour, affection or ill will.

That I shall not directly or indirectly communicate or reveal to any person or person any
matter which shall be brought under my consideration or shall become known to me as an
employee of the Lhak-Sam, except as may be required for the due discharge of my duties.

In doing so, I also declare that I have obtained a place in the Lhak-Sam on the basis of my
own merit. In the event, I am found guilty of furnishing false or forge testimonials, I shall be
liable for:-

- a. For termination from the Lhak-Sam;
- b. To forfeit all my testimonials to the Lhak-Sam; and
- c. For prosecution in the court of law;

In presence of the HR manager, onI take this oath of
allegiance and confidentiality and accordingly, not to dishonour it any time. I append my
name in writing hitherto.

Date:-

Place:

Affix the legal stamp

(Signature and Name)

Annexure 2: Leave Application Form**To:**.....**From:**

Name:Designation:CID/EID No

Sir/Madam,

Kindly grant me leave as follows:

Sl. No.	Types of Leave	Select to Avail	Duration			Remarks
			Start Date	End Date	Total Days	
1	Earned Leave					
2	Casual Leave					
3	Sick Leave					
4	Maternity Leave					
5	Paternity Leave					
6	Medical Leave					
7	Extraordinary Leave					

Submit Reason:.....**Signature**

Until today, the(date).....(month).....(year), the applicant hasdays of **earned leave** and.....days of **casual leave**.

HR Manager/Assistant

<div></div>	Approved	<div></div>	Not Approved
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Signature of the Approving Authority

Annexure 3: Training Nomination Form

Particular of candidate

- a. Name :
- b. Designation :
- c. Employee ID No. :
- d. Position Title and Level :
- e. Citizenship ID No. :
- f. Date of Birth (dd/mm/yy) :
- g. Contact No. :
- h. Permanent Address :
- i. Security Clearance Certificate :
- ii. Audit Clearance Certificate :
- iii. Medical Fitness Certificate :
- i. Qualification :
- j. Date of Initial Appointment :
- k. Attached current Job Description:

Details of the Training

- a. Course Title :
- b. Institute/City/Country :
- c. Commencement date of the course:
- d. Source of funding :

Details of all past training

Course Title	Institute/Country	Start Date	Duration	Source of funding

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I, hereby certify that the above information is correct to the best of my knowledge. I understand that I am liable to be subjected to disciplinary actions by appropriate authorities in the event that they find the above information incomplete and/or incorrect.

Date: _____ (Name and Signature of the Candidate)

Official use only

1. Approval of the HR Committee (Attach copy)
2. Verification: The officials countersigning this form shall be accountable and liable for disciplinary action in case information provided is incomplete and/or incorrect.

Signature

Name of HR Officer

Date:

Signature

Name & Position Title

Seal of the HoD

Signature

Name & Position Title

Seal of the Head of the Corporation

Date:

Annexure 4: Stock Register Form

Form No.

Name of Article:

Item Code:

Unit:

Date	Name of the party	GRN/ GIN	Receipt			Weighted Avg. Rate (Nu.)	Issues		Balance		Disb	Vr./Journal	Attestation
			Qty	Total	Value		Qty.	Value (Nu.)	Qty.	Value (Nu.)	No.	Date	

Annexure 5: Property Requisition Form

Form No.

Property Requisition on:

Date:

Requisition					Details of Issues			
Sl. No.	Description of Item	Unit	Quantity	Name of Work	Quantity Issued	GIN No.	Date	Remarks

Items are required for office use

Signature

Date, Name and Designation

Requisition Approved

Signature

Date, Name and Designation

Annexure 6: Fixed Asset Register

Description:

Specification:

Base Cost Nu. -----

Identification Number:

Other expense Nu. -----

Total cost of acquisition Nu. -----

LOCATION

Cost sheet Ref/No. -----

Vr. Ref. No. -----Rate of Depreciation

Date of Commissioning -----

Manufacturer/Contractors Name and Address -----

CATEGORY: BUILDING/MOTOR VEHICLE/OFFICE EQUIPMENT/OTHERS

Date	Cost of Acquisition Nu.	ADDITION		DISPOSAL/TRANSFER				Depreciation	Net Book Value Nu.	Initials of Property Officer	Remarks
		Ref. No.	Cost Nu.	Date of Disposal/ Transfer	Disposed to/ Transferred to	Ref No.	Nu.				

Annexure 7: -Depreciation Table

Sl.no .	Item	Depreciation rate (%)	Useful life	Scrap value after useful life
1	Land	Nil	Infinite	Likely to Appreciate
2	Building (permanent)	3.5	70 yrs.	-do-
3	Building(semi-permanent)	10	25 yrs	To be based on actual condition
4	Furniture and Fixtures, Fittings- Steel	7	12 yrs.	36.72%
5	Furniture, Fixture, Fittings- Wooden	10	10 yrs.	34.86%
6	Office & Electronic equipment	10	7 yrs.	37.71%
7	Vehicle-light, Medium & Heavy	20	7 yrs.	26.21%
8	Earth moving and other machinery - light, medium & heavy (e.g. Bulldozer, Tractor & Power tiller)	20	7 yrs.	26.21%

Annexure 8: Vehicle logbook

VEHICLE No.

Date	Driver's Name	From			To			POL Issued	Distance (KM)	Purpose	Signature
		Time	Place	KM Reading	Time	Place	KM Reading				

Annexure 9: Property Verification Report

Form No.

Report of surplus, obsolete & unserviceable properties

Sl. No.	Name of the Property	ID Code	Folio No.	Unit	Qty	Original Value (Nu)	Date of Acquisition	Condition	Depreciated Value (Nu)	Recommendations of the Property Inspection Committee

Property Inspection Committee

Verifying/Reporting Officer

Signature, Date

Name & Designation
Designation

Signature, Date

Name & Designation

Signature, Date

Name & Designation

Signature, Date

Name &

Annexure 10: Property Transfer Note

Form No.

Name of the Transferor:

Name of the Transferee:

Authorisation No. & Date

Date

Sl. No.	ID Code No.	Description	Qty.	Rate Nu.	Value Nu.	Remarks

Acceptance certificate: Certified that the goods specified above have been received in good condition and entered in the stock Ledger/fixed asset register.

Store in-charge/Property Officer

(Transferee)

VEHICLE MOVEMENT ORDER

No.

Date

1. Name of the Lhak-Sam:
2. Pool Vehicle No.
3. Name of the Driver and his License No.
4. Place/s to visit:
5. Purpose of movement:
6. Officer/s to carry during the movement:
7. Time and KM reading on departure:
8. Validity of movement order:

(No. of days/hours)

Signature (with name and designation) of authorizing Officer

9. Time and KM reading on return to parking place:
10. Signature (of the Officer utilizing the vehicle or the authorizing Officer)