

Royal Govt. of Bhutan

Govt. of India



SERVICE RULES

PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY

WANGDUEPHODRANG: BHUTAN

**REVISION 1
2017**



FOREWORD

After development of a suitable organization structure and assessment of manpower requirement, it is imperative for an organization to frame the Service Rules. These Rules lay down rules, procedure & guidelines on various aspects of Human Resources Management, viz. Recruitment, Training, Promotions, Emoluments & Benefits, Conduct, Discipline, Transfer, Medical Facility, Retrenchment, Resignation and Retirement of the employees. They also remove uncertainty & ambiguity in the procedure & policy to be adopted for faster decision making.

The Service Rules for Punatsangchhu–II Hydroelectric Project Authority (PHPA-II) framed in line with the approved Service Rules of Punatsangchhu–I Hydroelectric Project Authority (PHPA-I) were considered by the Authority in its 1st Meeting held on September 09, 2010. The Rules were approved by the Authority and issued in October, 2010.

However, to align the Service Rules with the Labour and Employment Act of Bhutan - 2007, these Rules have been amended and endorsed in successive consultations with the Department of Labour, MoLHR, RGoB and duly approved by Hon'ble Chairman, PHPA I&II on September 21, 2017.

The Management and employees of the PHPA–II are expected to follow these Rules both in letter and spirit so as to enable the PHPA-II to function as a dynamic, vibrant, and result-oriented organization.

With Best Wishes.



(R.N Khazanchi)
Managing Director



PREFACE

In accordance with Articles 4 of the Bilateral Agreement signed on April 30, 2010 between the Royal Government of Bhutan (RGoB) and the Government of the Republic of India (GoI), Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) was constituted vide Office Order ref. MEA/IV-3(11)/341 dated June 08, 2010. The Authority is a Special Purpose Vehicle created for the construction of the 1,020 MW Punatsangchhu-II Hydroelectric Project.

PHPA-II is empowered to frame its own rules of business for implementation of the Project. Service Rules was approved in the 1st Authority Meeting held on September 09, 2010 in line with the Service Rules of PHPA-I, including its revisions from time to time.

The Service Rules of PHPA-II, 2010 has been revised to comply with the Labour and Employment Act of Bhutan - 2007; with the final endorsement given by the Ministry of Labour and Human Resources.

No changes beyond alignment with the Act and inclusions of approvals already accorded by the Competent Authority have been made in remunerations, entitlements, etc.

The major changes are:

1. Addition of Sections on Sexual Harassment and Grievances Redressal Mechanism;
2. Expansion of Code of Conduct to match those of DGPC;
3. Addition of separate Section covering the Terms of Contract for Consolidated Wage Employees

Privileged and honored to be involved in the development of a mega bilateral Project, employees must hold their responsibilities sacred and serve to regain and retain the confidence of both governments in the huge investments being made in the hydropower sector. Each one of us must re-dedicate ourselves on a daily basis to fulfill our responsibilities and meet the aspirations of the people of the two countries. We must fully utilize this opportunity to learn all aspects of management of hydropower projects.

These Rules are to be enforced and complied with to achieve our shared goals of timely, safely and successful implementation of the Punatsangchhu-II Hydroelectric Project with quality.



22.12.17

[Dorji P. Phuntshok]
Joint Managing Director

22.12.2017
Bjimthangkha



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SECTION-I

SERVICE RULES FOR CONTRACT EMPLOYEES

REVISED (W.E.F. 21 September 2017)



1. SHORT TITLE, COMMENCEMENT & APPLICATION

- 1.1. The rules under this section shall be called as the “Service Rules for Contract Appointment of the Punatsangchhu-II Hydroelectric Project Authority”.
- 1.2. These rules shall come into force with effect from 21 September Year 2017.

These rules shall apply to every person appointed on contract under the Punatsangchhu-II Hydroelectric Project Authority and, where the provision of this rules conflicts with Labour Rule or where the Rules are silent, provision of the Labour and Employment Act of Bhutan shall prevail.

The Internal Service Rules once approved shall be adequately and reasonably disseminated of its contents to the employees.

2. POLICY

These rules shall facilitate the recruitment and retention of personnel with requisite qualification, experience and skill whenever necessary, through the provision of attractive remuneration and other service conditions in order to carry out responsibilities in the service of Punatsangchhu-II Hydroelectric Project Authority.

3. DEFINITIONS

Under these rules, unless the contract otherwise requires:

‘The Authority’, means the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II).

‘The Project’ means the Punatsangchhu-II Hydroelectric Project.



Dorji P
(Sr. Pa.)



Chado
(LO)



Sangay (handup
(bdc))



Karma P Dorji
(Ao)

'The Managing Director' means the Managing Director, Punatsangchhu-II Hydroelectric Project Authority.

'The Joint Managing Director' means the Joint Managing Director, Punatsangchhu-II Hydroelectric Project Authority who will also be the Head of Department with respect to Offices/ Officers reporting to him.

'Head of a Department' means Director (Finance) & Director (Technical) of the Punatsangchhu-II Hydroelectric Project Authority in relation to an office or officers under their administrative control.


'Director (Technical)' means the Director (Technical), Punatsangchhu-II Hydroelectric Project Authority.

'Director (Finance)' means the Director (Finance), Punatsangchhu-II Hydroelectric Project Authority.

'Head of Office' means an officer declared as such by the Head of the Department.

'Competent Authority' means the PHPA-II or the officers of Punatsangchhu-II Hydroelectric Project Authority to whom the powers to be exercised under any of these rules, have been delegated by the PHPA-II.

'Controlling Officer' means the Head of the Department or a subordinate officer of the Project under whose administrative control a particular employee has been posted to do the work of the Project.


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4. WORKING HOURS

Maximum of 8 standards hours per day and 48 standard working hours per week with 30 minutes meal break. Meal break shall not be included in working hours.

- 4.1. A pregnant employee shall not be required to work between the hours of 10 pm at night and 8 am in the following morning in the following:
- a) 140 days before she is due to give birth and 56 days after she has given birth to the child; or
 - b) At any other time if the employee produces a medical certificate showing that such work would endanger the child or the mother.


5. REST PERIOD

The minimum rest period daily and weekly is 12 consecutive hours and 24 consecutive hours.

6. PUBLIC HOLIDAYS

Minimum of 9 public holidays per year shall be observed inclusive of the birth anniversary of His Majesty the King and the National Day.

- 6.1. If an employee below supervisory level is required to work by the employer on public holiday, the employer shall pay additional 50% of the employee's normal rate of pay. However, all the overtime payments shall be included in project specific allowances and therefore, employees with project specific allowances are not eligible for separate additional payment.
- 6.2. Employees at supervisory level and above shall not be eligible for any additional payment if required to work on public holidays.


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7. OVERTIME


Maximum overtime of 2 hours per day or 12 hours per week. All overtime work shall be voluntary and worker must not be disciplined or punished by an employer for refusal to perform overtime work.

- 7.1. If an employee below supervisory level is required to perform overtime work between the hours of 10pm and 8am in the following morning besides his/her normal day shift, the employer shall pay an additional 50% of the normal rate of pay for the number of overtime hours worked. However, all the overtime payments shall be included in project specific allowances and therefore, employees with project specific allowances are not eligible for separate overtime payment.
- 7.2. Employees at supervisory level and above shall not be eligible for any overtime payment or be subject to the limitation of daily and weekly overtime durations.

8. GENERAL TERMS OF APPOINTMENT

The appointment shall be in line with the Recruitment and Selection Regulation of Department of Employment, MoLHR.

- 8.1. All appointments shall be made by the Managing Director generally as per provisions of the sanctioned Delegation of Powers and against posts approved by the PHPA-II.
- 8.2. Initial contract appointments shall not be made for a period exceeding three years.
- 8.3. A person selected for contract appointment shall sign an "Oath of Secrecy" (**Annex-I**) before joining the service.
- 8.4. Any appeal due to contract terms and conditions shall have recourse to a legal action in a court of law in the Kingdom of Bhutan.


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9. RECRUITMENT

After completion of selection formalities prescribed by the Managing Director, appointment to various posts in PHPA-II shall be offered to selected candidates by issuing a Memorandum (**Annex-II**) in which certain terms and conditions of contract appointment are clearly laid out.


The pay scales of the posts on contract appointment are indicated in **Annex-III**, or as amended by appropriate notification by the Managing Director with the approval of PHPA-II. Age limits, qualifications, method of recruitment and constitution of Selection Committee for various categories of posts on contract appointment shall be as prescribed by the Managing Director from time to time. Administrative orders issued by the Managing Director regarding recruitment rules will be based on the approval of the Authority.

9.1. Minimum Age

No person who is below the age of 18 years shall be taken into contract service in the Project.

9.2. Medical Certificate

No person may be appointed to service in the Project without a medical certificate of satisfactory health which has been issued by a Medical Officer of the Project, a Medical Officer of the Royal Government of Bhutan or a Medical Officer not below the rank of Civil Surgeon under the Central Government or State Government in India.


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9.3. a) Character Certificate

A person selected for initial appointment to any post in the Project will be required to produce a certificate of character and good conduct signed by a gazetted officer of the Project or of the Royal Government of Bhutan or of the Central or State Government in India or furnish the names of two respectable persons who shall vouch for his good conduct on reference.


b) Verification of Character and Antecedents

The Project may get the character and antecedents of any person appointed on the Project verified, in such manner as it may deem fit, and if an adverse report is received, the employee may forthwith be removed from the service.

9.4. Disqualifications

No person shall be qualified for appointment to a post in the Project if:

- a) He/she has been convicted for a criminal offence;
- b) He/she is of unsound mind; and
- c) He/she has earlier been dismissed/removed or retired on disciplinary grounds from the service of the Royal Government of Bhutan or Central/State Governments of India or any organization under these Governments.


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10. PROBATION

- 10.1. An employee initially appointed in the Project shall be on probation for a period of six months and service termination notice of 7 days' notice period during the probation period.
- 10.2. An employee on probation shall draw his/her next increment subject to satisfactory completion of the probation period, and after a specific order to this effect has been issued in individual cases by the appointing authority. The effective dates for drawing the increment shall be as indicated in para 13.4.

11. SERVICE RECORD

11.1. Service Book

A service book in the prescribed form shall be maintained in respect of each employee of the Project by the Personnel & Administration Department. All entries showing the pay of an employee from time to time and those concerning promotion, demotion, transfer and other important events in the employee's career should be recorded under proper attestation by the Head of Personnel & Administration Department or an officer so authorized.

a) Recording of Date of Birth in Service Book

In the case of Bhutanese, the date of birth mentioned in the Citizenship Identity Card shall be accepted and recorded in the Service Book. In the case of a literate non-Bhutanese employee, the date of birth mentioned in his/her Matriculation/School Leaving Certificate shall be accepted as his/her date of birth and recorded in the Service Book, whereas for an illiterate non-Bhutanese employee, he/she shall be required to produce some documentary evidence e.g. an extract from the Municipal Birth Register, Baptismal certificate, etc.

b) Address in the Service Book

Immediately after the appointment, the employee shall be asked to declare his/her home town. Note of such declaration shall be made in the Service Book under proper attestation. Home town so declared can be changed once, on submission of valid justification by the employee for such a change.

c) Leave Account


Details of the leave earned and availed or encashed shall also be recorded in the appropriate section of the service book of the employee concerned. Entries in the leave account shall be duly attested by the competent authority to sanction leave or by any officer who may be authorized by him for that purpose.

11.2. Confidential Report

A Confidential Report relating to the work and conduct of each employee shall be recorded every year for the period January to December, by his or her reporting officer and reviewed and accepted/countersigned by two superior officers. The Performance Report to be filled annually by every employee is given in **Annex-IV**. Such annual reports shall be kept in the confidential dossier of the official and shall invariably be consulted on all matters relating to his/her promotion, transfer, etc. '**Reporting Officer**' means an officer of the Project under whose administrative control a particular employee has been posted to do the work of the Project.

11.3. Authority Competent to Report

For the purpose of recording character roll entries there shall be a Reporting Officer, a Reviewing Authority and an Accepting Authority in respect of each official.


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11.4. Reporting Officer

Only such officers/officials who directly watch and control the work of an individual shall be the Reporting Officer. A Reporting Officer can write a report only if the official reported upon has worked under him/her for a minimum period of three months excluding the period of leave. Where an individual has not worked for minimum of three months under any Reporting Officer, a certificate to this effect should be placed in the dossier file.

11.5. Reviewing Authority


The Confidential Report written by the Reporting Officer shall be submitted by him/her to his/her own Superior as “**Reviewing Authority**”. The Reviewing Authority shall carefully assess the report of the Reporting Officer to see that the same is a fair assessment of the employee. It is open to the Reviewing Authority to agree or disagree with the original report.

11.6. Accepting Authority

The Authority, immediately above the Reviewing Authority, shall finally endorse the report submitted by the Reporting and Reviewing Authorities. If the Accepting Authority disagrees with the report submitted, he/she shall indicate his/her views with supporting reasons. Where there is a disparity between the Report and the Review, the Accepting Authority should clearly indicate which final assessment should prevail.

11.7. Safe Custody of Annual Reports

The Character Roll Reports and all records relating thereto shall be treated as confidential and kept in the safe custody of the Personnel and Administration Department.


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11.8. Communication of Adverse Remarks


After the Report has been finally accepted, any adverse comment, sustained in the finalized report should be communicated by the Reviewing Authority in writing to the concerned officer/official. Where there is no Reviewing Authority, the adverse entry shall be communicated by the Reporting Officer. An individual may represent against the adverse remarks, within one month of their communication, to the next authority above the one who gave the adverse remarks. Such Authority will pass orders on the representation after taking into account the representation and making such enquiries as may be deemed necessary for the purpose. The orders shall be treated as final and no right of further appeal shall be entertained.

11.9. Appointment under these rules shall be covered by Provident Fund Scheme and also the Employees Group Insurance Scheme.

Each employee shall contribute every month @ 11% of his/her basic pay to Contributory Provident Fund. The PHPA-II also shall contribute an equivalent amount. PHPA-II's share of CPF shall be payable to an employee at the time of his/her retrenchment/superannuation if he/she has rendered at least one year of continuous service with the Authority. If an employee is terminated on grounds of gross misconduct, the Authority's contribution may be forfeited at the discretion of the Appointing Authority.

11.10. Recoveries

Salary tax shall be levied according to the Income Tax Laws of the Royal Government of Bhutan as revised from time to time.


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12. JOINING TIME

12.1. Quantum of Joining Time

- a) Joining Time may be granted to an employee to enable him/her to join a new post to which he/she is transferred/appointed and involving change of stations which are more than 20 km apart.
- b) In cases of transfer from one Station to another, 3 days shall be allowed for preparation and in addition, a period to cover the actual journey, calculated as follows:

For the portion of journey which an employee travels:

- i) By Railway : One day for every 500 km travelled.
 - ii) By Road : One day for every 150 km travelled.
 - iii) By Pony or by foot : One day for every 20 km travelled.
- a) Travel by road not exceeding 8 kilometres to and fro railway station at the beginning or end of a journey does not count for joining.
 - b) The authority ordering the transfer may, in special circumstances, reduce or enhance the period of joining time admissible under the rules.

12.2. Joining Time Pay

An employee on joining time shall be regarded as on duty and shall be paid the pay which he would have drawn if he/she had continued in the old post or the pay which he/she will draw on taking charge of the new post whichever is less.

13. PAY AND ALLOWANCES


- 13.1. The initial pay of a contract employee shall be fixed at the minimum of the pay scale prescribed in the Service Rules for Contract Appointment. Contract employees shall be entitled to a contract allowance of 30% of the basic pay.

Provided that competent authority may fix the initial pay of an employee at a stage higher than the minimum to the extent the powers have been delegated by the PHPA-II and subject to the conditions prescribed there in.

In addition to above, 20% will be paid as Punatsangchhu Allowance.

The pay period is within one month or less at the end of which the employer shall pay employees his/her wages.

- 13.2. Payment of a higher salary and/or a higher Contract Allowance shall be considered when required on case to case basis by the Competent Authority.


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13.3. Appointment to a Higher Post or Grade

A person, who is already holding a post in the Project and is appointed to a higher post or grade, shall draw pay at the minimum of the pay scale prescribed for the higher post, where such minimum is higher than the pay drawn by him/her in the lower post. Where, however, the minimum of the scale in the higher post is less than the pay actually drawn by him/her in the lower post at the time of his/her appointment to the higher post or grade, the employee shall draw pay in the higher scale at the stage next above his/her pay in the lower post.


Provided that, in either case, if the difference between the pay fixed in the higher time scale and the pay last drawn in the lower time scale is less than the amount of one increment in the higher time scale, a further increment in the higher time scale shall be given.

Note: *Employees (excluding Grade B and above) appointed to hold charge of a higher post on an officiating basis for a short period may be granted charge allowance for such period with the sanction of the Competent Authority, subject to the following conditions:*

- a) *Charge allowance shall not be given if the period involved is less than 90 days.*
- b) *The benefit allowed shall be 20% of the minimum of the grade officiated in, or the raise which the employee would have got if he/she has been appointed on a regular basis, whichever is less.*

13.4. Increments

An employee appointed to a scale of pay in any of the month of a year shall draw his/her first increment in that scale on the 1st day of that month of the succeeding year. The qualifying period of earning an increment is 12 months.


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13.5. Advance Increments

The Managing Director, Joint Managing Director and the Functional Directors may grant advance increments to the staff on contract on their initial appointment or later during service to the extent shown below:

MD Up to 5 increments to AEE, equivalent and lower posts (the maximum of which does not exceed the maximum of the pay scale).

JMD/D(F)/D(T) Up to 5 increments to Supervisors/ Section Officers, equivalent and lower posts (the maximum of which does not exceed the maximum of the pay scale).

The above mentioned powers to grant advance increments shall be exercised subject to the following conditions:

- a) The justification for the grant of increments shall be recorded in writing; and
- b) Advance increments shall not be granted more than once for the same reason.

13.6. Honorarium

A competent authority may grant or permit a project employee to receive an honorarium as remuneration for work performed which is occasional or intermittent in character and/either so laborious or of such special merit as to justify a special reward. In such a case advance increments should not be granted.

13.7. Project Allowance

An employee appointed in the PHPA-II on contract establishment shall be eligible to draw Project Allowance @ 35% of basic pay or as revised by the PHPA-II from time to time.


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13.8. Consolidated Allowance

An employee appointed in PHPA-II on contract establishment shall be eligible to draw consolidated allowance at the rate approved by the PHPA-II from time to time.

13.9. Group Personal Accident Insurance Scheme

In cases of death of an employee while on duty due to accident, he/she shall be covered under the Group Personal Accident Insurance Scheme of the Royal Insurance Corporation of Bhutan. The sum insured shall be as follows subject to revision from time to time:

Sl.	Grade	Sum Insured
1	A-1	20 Lakhs
2	A-2	18 Lakhs
3	A-3	17 Lakhs
4	A-4	16 Lakhs
5	B	15 Lakhs
6	C	12 Lakhs
7	D	10 Lakhs
8	E	9.1 lakhs
9	F	8.0 Lakhs
10	G	6.6 Lakhs
11	H	6.5 Lakhs
12	I	5.8 Lakhs
13	J	5.3 Lakhs
14	K	4.8 Lakhs
15	L	4.4 Lakhs
16	M	4.1 Lakhs
17	N	3.7 Lakhs
18	O	3.4 Lakhs
19	P	3.0 Lakhs
20	Q	2.8 Lakhs


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The premium shall be paid by the PHPA-II.

However, overall Workers Compensation shall be conducted as per the Workers' Compensation Regulation of Labour and Employment Act of Bhutan 2007.


13.10. Accommodation

- a) The employees of the Project shall be entitled for free furnished accommodation, on the scales as may be prescribed by the Managing Director.
- b) When accommodation is not provided to an employee by the Project (Posted in Bhutan), he/she shall be entitled to house rent allowance (H.R.A) @ 40% of his/her highest pay scale. This allowance will be admissible to those employees also who are occupying either their own houses or the houses owned by their parents/sons/daughters. HRA will not be admissible to an employee (contract/deputation/secondment) of PHPA-II occupying PHPA-II accommodation allotted to her/his spouse.

Note: *Furniture at the Project cost will not be provided to the employees occupying private accommodation and receiving H.R.A.*

13.11. House Rent Allowance to Employees in India

The employees of the Project posted in Kolkata and Delhi residing in rented accommodation or accommodation owned by them shall be entitled to H.R.A. at the rate of 40% of their basic pay. The house rent allowance to the employees posted at other stations in India shall be 30 % of their basic pay.


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13.12. Liveries

The following categories of staff shall be entitled to liveries allowance of Nu. 2,500/- in a financial year if posted at a place at an altitude above 1,500m and Nu. 2,000/- if posted at any other place:

Driver, Peon, Sweeper, Chowkidar, Photostat Machine Operator, Supervisor/Lapon, Work Assistant/Lajab, Electrician, Lineman/ Assistant Lineman, Lab Technician, Fitter, Welder, Carpenter, Mason, Plumber, Painter, Hostel Assistant, Turner, Surveyor, Meter Reader, Store Keeper, all type of Operators, all types of Helpers and Handyman.

It will be the duty of the employee to attend office properly dressed. Any other categories of employees declared by the Managing Director to be entitled to liveries from time to time shall also be eligible to draw liveries allowance on the scale mentioned above.


13.13. Uniform

Security personnel appointed in PHPA-II shall be provided uniforms as prescribed by the Project from time to time.

14. LEAVE

The following kinds of leave are admissible to an employee:

- a) Earned Leave
- b) Leave on Half Pay
- c) Maternity Leave
- d) Extraordinary Leave
- e) Paternity Leave
- f) Medical Leave
- g) Casual Leave
- h) Special Casual Leave
- i) Bereavement Leave


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14.1. Earned Leave

- a) For every 11 days spent on duty, an employee shall earn leave on full pay for one day.
- b) An employee shall cease to earn leave when he/she has accumulated leave up to 180 days.
- c) The maximum earned leave that may be granted to an employee at a time shall be 60 days.
- d) An employee on earned leave shall draw leave salary equal to the duty pay to which he/she was entitled immediately before he/she proceeded on such leave. Project allowance and House rent allowance drawn by an employee immediately before he/she proceeded on leave shall also be drawn by him/her in full during periods of earned leave. Charge allowance, which an employee may be in receipt at the time of proceeding on leave will not be payable during leave.
- e) Earned leave does not include a public holiday that falls during the leave period.

14.2. Half Pay Leave

- a) Leave on half pay will be earned at the rate of 20 days for each completed year of service.
- b) The half pay leave due may be granted to an employee either for private affairs or on medical grounds.
- c) An employee on half pay leave shall draw leave salary equal to one half of the duty pay and 50% of the allowances to which he/she was entitled immediately before he/she proceeded on leave.


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- d) The half pay leave remaining un-availed at the end of each year shall be commuted to 50% and credited to the earned leave account of the employee on first January each year subject to maximum accumulation of the earned leave as per PHPA-II rules.

14.3. Maternity Leave

- a) Maternity leave is admissible to a female employee in addition to the other kind of leave, but for three confinements only during her entire service with the Project.
- b) On each occasion, the maximum leave that can be granted under this rule shall be three months.
- c) Maternity leave can also be granted in case of miscarriage or abortion but such leave shall not exceed four weeks and may not be granted more than thrice during the entire career of a female employee.
- d) Maternity leave can be granted only on the production of medical certificate from a competent medical authority.
- e) During maternity leave, leave salary and allowances as admissible during earned leave shall be payable.

14.4. Extraordinary Leave

- a) Extraordinary leave may be granted to a project employee in deserving cases when no other leave is admissible to him/her.
- b) The maximum extraordinary leave that an employee can avail of during his/her entire tenure in the project shall be three months.
- c) The authority competent to grant leave may commute retrospectively any period of absence from project duty without leave, into extraordinary leave.

- d) An employee on extraordinary leave is not entitled to any leave salary or other allowances.

Note-1: *In case of termination of services due to failure of the employee to resume duty on expiry of leave sanctioned to him/her, leave salary in respect of the period covered by the sanction is payable. Amount recoverable, if any, from the official shall be adjusted against the claim.*


Note-2: *All leave at the credit of an employee lapses on the date he/she attains the age of superannuation and as such no leave can be sanctioned beyond the date of retirement.*

14.5. Paternity Leave

A Project employee shall be granted paternity leave of 10 working days. The paternity leave may be combined with other forms of leave and shall be prefixed or suffixed to public holidays.

14.6. Medical Leave

- a) The Head of Department may grant medical leave to an employee undergoing medical treatment in a hospital or otherwise, for illness or injury if such illness or injury is directly arising from his/her official duties.
- b) Medical leave shall be granted for the period recommended by the authorized medical officer subject to an overall limit of 6 months in any tenure of 3 years' continuous service.
- c) During Medical leave, leave salary shall be:
- i. equal to leave salary, while on earned leave, for the first 3 months of any period of such leave; and


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- ii. equal to leave salary during half pay leave, for the remaining period of any such leave.
- d) Medical leave may be combined with any other kind of leave, which may be admissible.

14.7. Casual Leave

- a) A maximum of 15 days casual leave will be admissible to an employee during a calendar year. The competent authority, in deserving cases, shall grant casual leave up to this limit when the employee has to attend urgently to his/her private work or when he/she is ill.
- b) An employee need not apply for casual leave for Sundays and other public holidays.
- c) Casual leave cannot be combined with joining time or with any other kind of leave.
- d) Absence from headquarters on casual leave for a period exceeding 12 days, inclusive of Sundays and other public holidays prefixed, sandwiched or affixed to casual leave shall require prior permission of the Head of the Department.
- e) An employee on casual leave shall be deemed to be on duty and duty pay and allowances shall be paid to him/her for the period of such leave.

Note: *Casual leave admissible shall be reckoned at the rate of 1.5 days per month for the remaining period of the calendar year, subject to a maximum of 15 days.*


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14.8. Special Casual Leave


The Head of the Department may sanction special casual leave, up to 20 days in a calendar year, to the employees for taking part in approved cultural, sports or other activities. Special casual leave for more than 20 days may be allowed in exceptional circumstances by the Managing Director.

14.9. Bereavement Leave

In the event of death of an immediate family member or in the event of death of spouse's parents, Bereavement leave of 15 working days shall be provided to an employee on each occasion.

14.10. Other Leave Rules

- a) No employee shall be granted leave of any kind for a continuous period exceeding six months. An employee remaining absent from duty for a continuous period exceeding six months shall be deemed to have resigned his/her service with the Project.
- b) With the exception of casual leave, any kind of leave under these rules may be granted in combination with, or in continuation of any other kind of leave.
- c) An employee who was granted leave on medical grounds shall not return to duty without producing a certificate of physical fitness from an authorized medical officer.
- d) When the day immediately preceding the day on which the employee's leave begins, or immediately following the day on which his leave expires, is a Sunday or a Public holiday, the employee may prefix or suffix, as the case may be, to his/her leave such a holiday, or series of holidays, if so authorized by the authority sanctioning his/her leave.
- e) Leave account of every employee will be maintained in prescribed form.


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14.11. Encashment of Leave

An employee who has not less than 30 days of earned leave at his/her credit in his/her leave account may be permitted to encash 30 days of earned leave subject to the following conditions:

- a) The amount payable on encashment shall be at the rate of full basic pay (excluding all kinds of other pay and allowances) as on the date of such encashment.
- b) 30 days will be debited to his/her earned leave account as if he/she has availed of the leave.
- c) Not more than one encashment will be allowed in a financial year.
- d) Entitled to encash balance earned leave at the time of resignation.

15.PROMOTION, SENIORITY AND TRANSFER

- 15.1. An employee may be considered for re-appointment in the higher grade after completing the eligibility criteria prescribed by the project management.
- 15.2. An employee of the Project shall be liable to transfer anywhere in Bhutan or to stations in India where Project Offices/Field Units are established.


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16. TRAVELLING ALLOWANCES

16.1. Travel by Air


Travel by air (Executive Class) on official tour/assignments will be permissible to Grade A1, A2 & A3 management officials. Travel by air (Economy Class) on tour will be permissible to the officers in the PHPA-II Grade "A4 & B" officials. The Managing Director may grant permission to travel by air (Economy Class) on tour to any official, if it is considered necessary in the interest of the Project works.

16.2. Travel by Train

While travelling by train the employees will be permitted to avail of the following class of accommodation and claim the actual train fare and reservation charge paid by them for such travel.

Employees of PHPA-II Grade B	- AC-First Class
Employees of PHPA-II Grade C-D	- AC- 2 Tier
Employees of PHPA-II Grade E-H	- AC- 3 Tier
Others	- II Sleeper

Note: *In case of travel by train the Project's liability is to pay train fare for the through journey from the starting station to the destination and vice-versa. As telescopic rates are charged by the Indian Railways, the extra cost, if any, incurred by an employee who travels by buying separate tickets for different portions of the journey is to be borne by him.*


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16.3. Travel by Road

An employee shall undertake travel by road by taking a single seat in taxi car or a regularly plying public conveyance. The taxi charges shall be paid to the following categories of employees:

Grade	Entitlement
A1 to C	Full taxi
D to G	Single seat

The bus or taxi fare (single seat) paid by an employee on tour is reimbursable to him/her.

While on tour in areas where there is no road communication or where powered vehicles do not ply, the employee shall be entitled to reimbursement of hire charges of ponies/mules or porter charges on the scales and rates laid down by the Royal Government of Bhutan from time to time.


16.4. Daily Allowance

- a) For every 24 hours of absence on duty from headquarters, the employee is entitled to draw one full daily allowance at the rates prescribed in Sub-Clause (d) below.

Provided that, where, after reckoning completed periods of 24 hours of absence, there is a fraction, or where the total absence from headquarters is less than 24 hours the daily allowance will be regulated as follows:

- i. One full daily allowance will be admissible if the said fraction is 12 hours or more.
- ii. One half daily allowance will be admissible if the fraction is 6 hours or more but less than 12 hours; and

- iii. No daily allowance will be admissible if the fraction is less than 6 hours. Provided further that the higher rates of daily allowance prescribed in Sub-Clause (d) below shall be drawn only if the employee actually halts during night hours (10p.m. to 4a.m.) at the places for which higher rates of daily allowance have been prescribed.
- b) Absence from headquarters shall be calculated from the time the employee leaves his headquarters and until the employee returns to it.
- c) No daily allowance shall be admissible for the days an employee avails of casual leave while on tour or when he is not actually in camp at the place of halt.
- d) The lodging and daily allowance entitlement in Ngultrum/Rupee shall be as follows:


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Amount in Nu./Rs.


Grade	Within Bhutan		State Capitals in India, Noida & Gurgaon			Other places in India			
	Lodging	DA	Lump Sum	Lodging	DA	Lump Sum	Lodging	DA	Lump Sum
A1, A2 & A3	Hotel 5* with food	500	2,500	Hotel 5* with food	1,300	6,500	Hotel 5* with food	1,100	5,500
	Hotel 5*	1,250		Hotel 5*	3,250		Hotel 5*	2,750	
A4, B & HoD*	Hotel 4* with food	400	2,000	Hotel 4* with food	1100	5,500	Hotel 4* with food	900	4,500
	Hotel 5*	1,000		Hotel 4*	2,750		Hotel 4*	2,250	
C, D, E & F			1,500			4,500			3,500
G, H, I, J, K, L, M, N, O, P, Q			1,000			3,500			2,500

HoD* (EE & equivalent) – Head of Wings under direct supervision of the management.

Where employee makes his/her own arrangements for stay while on tour, he/she will be paid lump-sum (LS) DA rates as above.

It has been decided to impose ceiling on the number of DA as under:

- i. The reimbursement of DA as per the existing orders at full rates will be payable for first five days only in a calendar month for the tours outside Bhutan and will be restricted to 50% of DA (lump Sum) beyond five days in a month for officials of Grade A-4 and below. Lodging Charges for the stay in Hotel shall, however, be paid on actual basis without any ceiling on number of days.
- ii. For officers on deputation from Govt. Of India, the ceiling on the No of days of Dollar DA for tour in Bhutan is 6(Six) days for Chief Engineers and equivalent, 5 (Five) days for Superintendent Engineers and equivalents, 4 (Four) days for Executive Engineers and equivalents, 3 (Three) days for Assistant Executive Engineers and equivalent & below.
- iii. Beyond the number of days as in Para ii above, there will be a ceiling on total no of days in a calendar month for tours in Bhutan as 9 (Nine) days for Chief Engineers and Equivalents, 8 (Eight) days for Superintendent Engineers and equivalents, 7 (Seven) days for Executive Engineers and equivalents, 6 (Six) days for Assistant Executive Engineers and equivalent & below.
- iv. Ceiling mentioned in Para iii above would also apply to officials on deputation/ Secondment from RGoB to PHPA-II


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- e) Daily allowance at the full rates specified in Sub-Clause (d) above shall be payable only for the first 30 days of a continuous halt at any one camp station. For any extended halt the daily allowance admissible will be reduced by one fourth for the next 20 days of the continuous halt and by one half thereafter. Provided that reduction in the daily allowance may be waived off by the Head of the Department, if he/she is satisfied that the prolonged halt at the camp station was necessary in the interest of the Project work and that such extended halt entailed extra expense on the halting employee.
- f) Apart from lodging and daily allowance to which the employee is entitled under Sub-Clause (d) above, he/she cannot, in respect of his/her halt at a camp station, claim any other amount.
- g) If at a place of halt, the employee is treated as an official guest, only half the daily allowance normally admissible to him/her will be paid.
- h) No daily allowance shall be admissible in respect of a journey which does not take the employee beyond 8 kms of the headquarters.

Note-1: *In cases where the actual time taken in completing a journey exceeds the time normally required for such a journey due to road blocks or other reasons beyond the control of the official concerned, the official is entitled to be paid daily allowance at the prescribed rates for the time so taken. Daily allowance is payable only if the extra time taken in the journey is not necessitated due to personal reasons.*

Note-2: For halt at Metro cities in India, taxi conveyance charges will be admissible in addition to daily allowance at the rates mentioned below:

Grade	Mode of Journey	Admissibility Limited to
A1 - A4	Full Taxi	Actual
B - D	Taxi @ Nu. 6/- KM	Nu. 1000/- per day
E - G	Taxi @ Nu. 4/- KM	Nu. 500/- per day
H - L	Three Wheeler @ Nu. 3/- KM	Nu. 300/- per day
M and below	Three Wheeler @ Nu. 3/- KM	Nu. 200/- per day

16.5. Transfer Travelling Allowance


An employee who is transferred from one place to another shall be entitled to the following payments:

- a) Actual rail or bus fare or mini bus fare or pony fare as admissible for himself/herself and for each member of his/her family, actually residing with him/her and performing the journey from the old station to the new station.

Note: 'Family' means an employee's wife or husband, as the case may be, and children including step children residing with the employee and also the Parents wholly dependent on him/her.

16.6. The employee when transferred shall be eligible for a transfer grant equivalent to one month's basic pay subject to the provision that the transfer involves change of residence and further that the distance between the old and new duty stations is more than 20 km.

16.7. Reasonable expenditure, subject to the monetary ceilings indicated below incurred in carrying his/her personal effects up to the following maximum:


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Grades of Employee	Entitlement for Transportation of Personal Effects & Monetary Ceiling	
C & above	Two Trucks *	Rs./Nu. 55,000**
D to H	One Truck *	Rs./Nu. 27,000**
I to Q	One DCM *	Rs./Nu. 15,000 **

* Rate at the prevailing market rates approved by the RSTA

** Monetary Ceiling

Note-1: T.A. claims should be submitted within a period of three months from the date of completion of the tour/transfer journey. Claims put up after three months may be deemed as forfeited.


17. TRAVELLING ALLOWANCE TO BEGIN EMPLOYMENT

An amount equal to the LTC that he/she would be entitled to shall be paid towards Travel expenses for joining the contract appointment.

18. LEAVE TRAVEL CONCESSION

The employee who has put in at least one year's continuous service with the Project will be entitled to leave travel concession as follows:

- The concession will be admissible for each block year. The calculations may be made in completed months. If remains un-availed he/she shall be allowed one month's basic pay.
- The employee should be proceeding to his/her declared Home Town on Earned, Half Pay or Maternity Leave or Casual Leave.
- The employee and the members of his/her family may travel either together or separately at different points of time.


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- d) The actual fare to which he/she is entitled under T.A. rules by the mode of transport used will be paid to the employee and each member of his/her family from his/her headquarters to his/her home town and back by the shortest practical route of travel.

Note-1: Leave Travel Concession will be admissible from Railway Station/ Bus Stop at headquarters of the employee to the Railway Station/ Bus Stop to home town and back. No payment will be made for short journeys from residence to bus stop/railway station and vice-versa.

Note-2: For journeys by road, the payment of Leave Travel Concession will be restricted to the bus fare only.

- e) For the portion of the journey performed in Bhutan by mule-track, actual expenditure incurred on one pack pony or one porter for the carriage of personal effects shall also be reimbursed in the case of employees belonging to Grades "N" and above and one porter in case of employees belonging to lower Grade "O" and below.

Note-1: Leave travel concession lapses if not availed during a year. As the grant of leave to an employee is always subject to exigencies of service, if an employee is unable to avail of the concession admissible for a year during the currency of the year due to his/her leave being refused in Project interest, his/her entitlement to the concession lapses provided the competent authority decides otherwise. A journey which starts in a particular calendar year will be deemed to be belonging to that year independent of whether the return journey has actually been performed in the next calendar year. The return journey would be completed within 6 months of the commencement of the onward journey.

Note-2: Only one pack pony is admissible during a journey on Leave Travel Concession for the entire family of the employee.


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- f) The term family shall have the same meaning as given in Note Sub-Clause 16.5 of these rules for the purpose of travelling allowance on transfer. Where wife is also a Project Employee, the concession will be admissible to the family on the scale admissible to the husband or the wife and not both.

19. OTHER JOURNEYS

19.1. Journey on Retirement/Resignation

An employee who leaves PHPA-II service for any reason and proceeds to his/her hometown shall be entitled to travelling allowance equivalent to his/her one month's last pay. The employee shall be also entitled to transfer grant equivalent to one month's basic pay. This will, however, be subject to the condition that the employee has rendered a minimum service of one year excluding probation period.

19.2. Travelling Allowance to Family when a Project Employee Dies

If a project employee dies while in service, members of his/her family residing with him/her at the time of his death will be entitled to travelling allowance from his/her last headquarters to his/her home town as if they had accompanied the project employee on transfer from his/her last headquarters to the other station.

19.3. Journey to Obtain Medical Treatment

- a) Where the journeys of a project employee or any member of his/her family for purposes of obtaining proper medical treatment become necessary and such journey is approved by the Head of the Department, the actual fare paid for the journey shall be reimbursed. For the purpose of this rule, a member of the family of the employee will be deemed to belong to the same class as the employee himself/herself.

- b) The travelling allowance as on tour (except daily allowance) in such cases shall be admissible in respect of the patient and one attendant on each occasion, if so advised by the authorised Medical Officer.

Note-1: *Patients other than emergency cases should be referred for treatment in India only after following the prescribed procedure (see Clause 23) and when the treatment cannot be obtained within Bhutan.*

Note-2: *Employees may be referred to the Hospitals outside Bhutan engaged by PHPA-II offering Medical Services.*

20. APPROVAL OF TOUR PROGRAMME

A Project employee shall not proceed on tour unless his/her tour programme has been duly approved by competent authority.


21. TRAINING

All types of training programmes, workshops, seminars, study tours and attachments during the construction period of the Project shall be catered towards meeting the specific need of the Project.

21.1. In-Country Training

a) Daily Subsistence Allowance

A Project employee during training within (Bhutan) the country for a period of 30 days or less duration shall be paid DSA at the rate of Nu. 1000/- per day.


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b) Stipend

A Project employee attending the in-service training shall be paid stipend at the following rates if the duration of the training exceeds 30 days:

- i. Nu. 8,000/- per month if the training venue is in Thimphu or Phuentsholing;
- ii. Nu. 6,000/- per month in other places in Bhutan.

21.2. Ex-Country Training/Workshop and Study Tour


- a) DSA to the Project officials travelling abroad shall be paid as per the rules prescribed by the Royal Government of Bhutan from time to time.
- b) If an official is nominated and provided boarding and lodging, DSA shall be admissible at 20% of normal rates. If accommodation only is provided DSA shall be allowed at 50% of the normal rates.

22.ADVANCES

22.1. Advance of Leave Salary

When an employee proceeds on earned leave, half pay leave, or maternity leave for not less than thirty days the head of office may, if he/she is satisfied that the employee will return to duty on the expiry of leave, sanction a leave salary advance subject to the following conditions:

- a) Only one advance will be admissible for one spell of leave. The amount of advance will not exceed the net amount of leave salary that may be due to the employee for the first month of his leave.


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- b) The advance will be adjustable against the leave salary due to the employee for the period of leave.

22.2. Advance of Travelling Allowance

T.A. advance will be admissible to the employees or the families on the following scales and shall be adjusted from the final claims:

- a) In the case of journey on retirement or T.A. to the family when an employee dies, advance shall be equivalent to anticipated claim.
- b) In case of journeys on leave travel concession, the advance shall not exceed 50% of the claim.
- c) In all other cases the advances admissible shall not exceed 75% of the anticipated claim.

22.3. Advance in Connection with Transfers

- a) Power of Sanction: A Head of Office may sanction advances of Pay and Travelling Allowances to an employee who, while on duty or on leave, is required to proceed on transfer.
- b) Amount of Advance: The amount of advance which may be sanctioned to an employee under this rule shall not exceed:
 - i. One month's pay which he/she is in receipt of immediately before transfer.
 - ii. In addition to the amount of advance specified in clause (i), the amount of Travelling Allowance to which he/she may be entitled to in consequence of his/her transfer shall be limited to 75% of the anticipated claim.


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- c) The advance of pay may be allowed to be drawn at the new station soon after the arrival of an employee there on production of Last Pay Certificate showing that no advance was drawn at the old station.
- d) No advance of pay shall be granted in respect of temporary transfer for a period not exceeding 90 days.
- e) The amount of advance of pay granted to an employee shall be recovered in not more than 3 equal monthly instalments commencing from the month in which the employee draws full month's pay or/and leave salary as the case may be, after joining his/her new appointment.
- f) No advance of Pay or T.A. shall be granted in respect of transfer mutually arranged by employees among themselves and approved by a Competent Authority.

23.MEDICAL ASSISTANCE

All employees posted in Bhutan and their families residing with them are eligible to receive free medical treatment as may be provided by the Project. If the medical officer attending the employee or to any member of his/her family finds that adequate facilities for proper treatment are not available with him or in the hospital he/she is attached to, he may refer the patient to the nearest Hospital in Bhutan where such facilities are available.

Where the treatment is not possible in a hospital in Bhutan, the patient may be referred to the nearest recognised hospital by the Medical Officer competent to issue medical certificate for treatment outside Bhutan after obtaining the sanction of the Managing Director.

Note-1: *The Chief Medical Officer (C.M.O)/Medical Officer of the Project is competent to issue medical certificate for treatment outside Bhutan.*


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The doctors, who have been authorised to issue the Medical Certificates, should check up the patient thoroughly and make all efforts to provide proper treatment to the patient for recovery within the country. If, however, it is not possible, medical certificate for treatment in India may be issued after obtaining the advice of a specialist in Thimphu General Hospital. In cases of emergency the Chief Medical Officer/Medical Officer of the Project will be competent to issue such a certificate without reference to Thimphu Hospital.

An employee who undertakes medical treatment outside Bhutan without the approval of a competent authority will not be entitled to reimbursement of medical expenses incurred by him/her.

Note-2: *Recognised hospital means a Government hospital in Bhutan or any hospital recognised by the Royal Government of Bhutan or a hospital recognised by the Government of India or a State Government in India for treatment of Government servants in India.*

Note-3: *Employees for treatment referred to outside the country where the treatment is not possible in the hospitals in Bhutan, the patient and escort will be entitled to DA for the period of treatment at the rate of Nu. 250/- per day for first month and Nu.150/- per day thereafter. DA is not payable to the patient for the days spent as inpatient.*

23.1. An employee and his/her family will be entitled to Hospital accommodation as follows:

Grade	Facilities Entitled
A1- A4	A/C Deluxe Cabin
B-C	A/C Cabin
D – I	General Cabin
J - Q	General Ward available in the hospital


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Note-1: *When accommodation in a paying bed is not available and it is essential to admit the patient immediately in the hospital on medical grounds, reimbursement of cabin charges will be admissible on a Certificate from the hospital authorities for the duration when an appropriate accommodation is not available in the Hospital.*

Note-2: *Treatment in a hospital other than a recognised one may be advised by the Authorised Medical Officer when:*

- a) *There is no recognised hospital at a place.*
- b) *No accommodation in the recognised hospital is available.*

23.2. Authorised Medical Officer

Authorised Medical Officer means a Medical Officer of the Project, Government of Bhutan or Medical Officer of:

- a) Government of India
- b) State Government in India
- c) Municipal or local body in India
- d) Recognised hospital in Bhutan/India

23.3. For journey to and from the Hospital, T.A. as on tour, (except Daily Allowance) will be admissible in respect of patient and one attendant on each occasion, if so advised by the Authorised Medical Officer.

23.4. Employees of the Project posted outside Bhutan and also those spending their leave outside Bhutan or member of his/her family not residing in Bhutan, may obtain treatment at any Government or Municipal Hospital, any hospital recognised by Government of India or a State Government in India for its employees or through a Government Medical Practitioner at the consulting room of the doctor or at the residence of that employee or of his/her family members. The cost of such treatment will be reimbursed in full. The hospital accommodation to which the patient shall be entitled



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to will be as admissible in Sub-Clause 23.1. The reimbursement of actual charges paid to the doctor for consultation at his consulting room or at the residence of the patient will be admissible subject to the ceilings laid down in Sub-Clause 23.5 below. The treatment at the residence of the patient will be subject to the condition that he/she is not in a position to attend the consulting room of Medical Officer and certificate to this effect will be given by the Authorised Medical Attendant.

- 23.5.** An employee on tour outside Bhutan may consult any medical officer in the employment of Government or a local authority in India or any hospital recognised by the Govt. of India for its employees and get reimbursement of the cost of such consultation and treatment subject to following ceiling:

Status of Medical Officer to be consulted	Fees	Nu./Rs.
Civil Surgeon or equivalent rank	Fee for first consultation.	500/-
	Fee for each subsequent consultation subject to maximum of three consultations.	300/-
Assistant Surgeon Class-I or equivalent rank	Fee for first consultation.	300/-
	Fee for each subsequent consultation subject to maximum of three consultations.	200/-
Assistant Surgeon Class-II or Sub-ordinate Medical Service Officer	Fee for first consultation.	250/-
	Fee for each subsequent consultation subject to maximum of three consultations.	150/-


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- 23.6.** a) If the Authorised Medical Officer is of opinion that the case of a patient is of such a serious or special nature as to require medical attendance by some person other than himself, he may under intimation to the Head of Department to which the person belongs send the patient to the nearest government specialist by whom, in his opinion, medical attendance is required for the patient.
- b) In such cases the fees charged by the specialist will be reimbursed subject to a ceiling of Nu. 500/- for first consultation and Nu.300/- for each subsequent consultation subject to the maximum of three consultations.
- c) If the patient falls ill in Bhutan and consultation of a specialist has been duly recommended as above, T.A for the patient with one attendant, if so recommended by the Medical Officer, for journey to and from the headquarters of the specialist will be allowed. The rate of T.A. will be same as on tour except Daily Allowances.

23.7. Actual charges for administration of injections will be reimbursed subject to the following ceilings:

Intravenous	-	Nu. 75/- per injection
Intramuscular	-	Nu. 50/- per injection
Subcutaneous	-	Nu. 50/- per injection

23.8. Transport/Ambulance charges from the residence of patient to the hospital will be reimbursed in full provided it is certified by the Authorised Medical Officer that the patient was not in a position to walk from residence to hospital and it was necessary to shift him/her to the hospital immediately in order to prevent serious deterioration in the patient's condition.

23.9. Actual cost of medicines prescribed by the Authorised Medical Officer and charges for pathological, bacteriological, radiological or other similar tests undertaken under the advice of Authorised Medical Officer will be reimbursed.

23.10. Treatment includes all kinds of treatment considered essential by the Authorised Medical Officer available with him or at the hospital to which the patient has been referred to by the Authorised Medical Officer but excludes any special nursing or facility provided at the request of the patient. Cost of such treatment subject to provision under these rules will be reimbursed except in the following cases:

- a) Medicines - Preparations which are not primarily medicines but are mainly of food value, toilet preparations, disinfectants and insulin preparations for diabetic patients beyond the initial stage of the disease, i.e. after 3 months of its diagnosis unless the patient develops some complications and is hospitalised. List of inadmissible medicines as notified by the Royal Government of Bhutan shall be applicable for this purpose.
- b) Eye and Ear Defect - Cost of spectacles and visual and hearing aids.

23.11. The term family for the purpose of medical assistance means employee's wife or husband, as the case may be and wholly dependent children, step children and Parents of the employee. Thus in cases where both husband and wife are employed in different organisations, which provide medical facilities, they would be entitled to choose medical facilities provided by either of the organizations in which he or she is employed.

23.12. Claims for medical assistance should be submitted within 3 months from the date of completion of treatment which can be extended up to 6 months by the Head of the Department.


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24.CODE OF CONDUCT AND BEHAVIOUR

24.1. Code of Conduct and Behaviour

All members of staff should have individual and collective responsibility to ensure safe, timely and cost effective completion of the PHPA-II project and towards fulfilling the goals of the company. In pursuit of this, an employee must:

- a) Work diligently with enthusiasm, cooperation and commitment.
- b) Strive to maintain the highest standards of integrity, honesty, fortitude, selflessness, loyalty, right attitude, right aptitude and patriotism, and endeavour to maintain professional excellence in the service of PHPA-II.
- c) Show initiative and creativity in solving problems and suggesting improvements to PHPA-II's operations, sharing knowledge with fellow staff, and maintaining the highest possible standard of workmanship.
- d) Develop his/her own knowledge and skills, ensuring that he/she is able to work flexibly, prepare himself/herself to gain experience in other roles, and contribute to the organization with improved efficiency.
- e) Treat members of the local community, guest to PHPA-II's facilities, contractors, & suppliers with courtesy and professionalism at all times.
- f) Recognize that PHPA-II is a 24 (twenty four) hour operation company and therefore be prepared to work in the service of the PHPA-II whenever necessary.
- g) Observe and comply with the rules, regulations, and instructions of the PHPA-II.

- h) Avoid all forms of discrimination, never giving nor receiving special favours or privileges which might adversely affect the way the work is performed.
- i) Maintain harmony and create team spirit with superiors, subordinates, and co-workers.
- j) While carrying out duties assigned by the PHPA-II, taking special care of the safety and wellbeing of co-workers, colleagues, customers, stakeholders and their properties and the property of PHPA-II as well as the wellbeing of the public at large.
- k) Not misuse his/her official position and authority.
- l) Maintain the public's confidence in the integrity of the organization by refusing outside compensation for performing duties. Not take additional compensation in the form of fee, gift, reward, gratuity, expenses, etc., that could result in real or perceived preferential treatment, impediment of organisational efficiency or economy, loss of complete independence and impartiality, decision making outside official channels, disclosure or use of confidential information acquired through employment.
- m) An employee shall not become a member of a political party when he/she is an employee of PHPA-II.
- n) Declare such compensation (amount as determined by ACC of Bhutan) to the respective supervisor immediately (Exception: He/she may accept awards from non-profit organization for meritorious public contributions).
- o) All employees, upon joining PHPA-II, shall declare assets as per the Asset Declaration requirement of the Anti Corruption Commission of Bhutan.


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- p) Cherish and promote the Bhutanese spiritual, social, and cultural values such as “Tha Damtsi”, “Ley Jumdrey” and “Driglam Namzhag” and always abide by all Rules and Regulations and Laws of Bhutan.

24.2. Unacceptable Behaviour

Some behaviours are unacceptable and misconduct of this type, if proven, lead to disciplinary action being taken against the defaulting employee. Cases of serious misconduct shall lead to dismissal and/or termination. The following are the examples of misconduct:

- a) Dishonesty, fraud, misrepresentation, or embezzlement of money, property or equipment of PHPA-II, including the employer’s intellectual property and that of the public while the employee is in the service of the PHPA-II.
- b) Wilful insubordination or disobedience of a repeated or serious natures.
- c) Habitual irregular attendance and riotous behaviours.
- d) Failure to take reasonable care at work, or behave in a way that might endanger the safety of fellow staff, or result in damage to PHPA-II’s tools, equipment, and property.
- e) Disclosing of any confidential information obtained during course of employment as well as act or speak on behalf of PHPA-II or otherwise comment on the business or affairs of PHPA-II to any third party without the prior consent of the PHPA-II or without express authority for such acts.
- f) Engaging in any business or employment, while in the service of PHPA-II.

- g) Failing to inform management promptly on learning of an occurrence or suspicion of occurrence, of misappropriation, theft or dishonesty in the PHPA-II.
- h) Committing any acts of insubordination, insult and physical assault on superiors, subordinates and co-workers or others with whom PHPA-II has a business relationship.
- i) Spreading any rumours or engaging in any activity independently or with others which shall disrupt the smooth and efficient operation of the PHPA-II.
- j) Giving false information which might affect PHPA-II's decisions in terms of appointment, promotion, transfer or other aspects of employment.
- k) Carrying any lethal or dangerous weapons within the office premises unless otherwise required by the nature of duty as indicative with clear orders from the management.
- l) Consumption of any abusive substances like drugs and alcohol while on duty and behaving in such a manner that may bring bad image to the PHPA-II.
- m) Sexual harassment, such as, but not limited to:
 - i. Making unwelcome sexual advance or an unwelcome request for sexual favours to other employee; or engaging in any unwelcome conduct of a sexual nature to the other employee.
 - ii. Subjecting another employee to any act of non-consensual physical intimacy.
 - iii. Making any oral or written remark or statement with sexual connotations to another employee or about a person in his or her presence.


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- iv. Making gesture, action or comment of a sexual nature in another employee's presence and sexual harassment.

24.3. Employer's Obligation to Employee

Whereas, employees are expected to behave and conduct themselves in line with the code of conduct and behaviour, the employees have rights as follows:

- a) PHPA-II shall not discriminate employees or job applicants for vacancies with regard to: recruitment, wages and working conditions, dismissal, transfer, training and taking disciplinary actions on grounds of race, colour, sex, marital status, pregnancy, religion, political opinion or social origin.
- b) A pregnant employee shall not be required to perform night shift duty 140 days before she is due to give birth and 90 days after she has given birth to a child, or any other time she produces a medical certificate showing that such work would endanger herself or the child.
- c) Nursing mother shall be allowed to interrupt her work every 4 hours for one hour for a period of one month immediately after the expiry of her maternity leave to nurse her child and those interruptions shall be treated as work time for which she shall be paid.
- d) An employer shall not terminate an employee because:
 - i. the employee is or has acted in the capacity as a member of a peaceful Workers' Association.
 - ii. the employee has filed a complaint or participated in proceedings against PHPA-II involving an alleged violation of laws.


- iii. of the employee's race, colour, sex, marital status, pregnancy, religion, political opinion or social origin.
- iv. the employee is absent from work on maternity leave or paternity leave within the prescribed rules.
- v. the employees has exercised his or her right to remove himself or herself from dangerous work (an employee should however, have reasonable justification to believe that a work situation presents an imminent and serious danger to his or her health) or
- vi. the employee has been temporarily absent from work because of illness or injury, as certified by a medical practitioner, and the employee has not been able to report such absence because of the condition of the illness or injury.

24.4. Integrity

Every employee shall at all the times maintain an absolute integrity and full devotion to duty.

24.5. Unauthorised Communication of Information

No employee shall, except in accordance with any general or special order of Competent Authority or in the performance in good faith of duties assigned, communicate directly or indirectly any official document or information to any employee or any other person or organization to whom he/she is not authorised to communicate such document or information. Discussion of official matters in public should also be avoided.


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24.6. Private Trade or Employment

- a) No employee shall engage himself/herself directly or indirectly, in any trade or business or undertake any additional employment.
- b) No Employee shall accept or permit any members of his/her family or any other person acting on his/her behalf to accept any gift.

Note1: *an employee may accept and retain a gift from a dignitary of the RGoB or Gol with the permission of the Competent Authority*

25. DISCIPLINE

25.1. Suspension

The appointing authority or Competent Authority may place an employee under suspension:

- a) If a case against him/her in respect of a serious offence is under investigation or trial or
- b) If a disciplinary proceeding against him/her is contemplated or is pending, and in either case, the charge against the employee, in the opinion of the suspending authority, is so serious that it is likely to result in the ultimate dismissal of the employee from service on the conclusion of the investigation trial or proceedings, as the case may be.

An employee detained in police custody whether on criminal charge or otherwise for a period exceeding 48 hours will be deemed to have been placed under suspension by an order of the competent authority with effect from the date of detention.

25.2. Subsistence Allowance

An employee under suspension shall receive as subsistence allowance an amount equal to one half of the basic pay to which he/she was entitled immediately before he/she was placed under suspension. Allowances as admissible on the basis of such amount shall also be paid during the period of suspension.

25.3. Reinstatement

When an employee under suspension is reinstated in service, the officer passing the orders of reinstatement shall consider and make a specific order as to:

- a) whether or not the period of suspension shall be treated as a period spent on duty; and
- b) the pay and allowances that should be paid to the employee for the period of suspension.


26. DISCIPLINARY PROCEEDINGS

26.1. Penalties

The following penalties may, for good and sufficient reasons, be imposed on an employee, namely:

Minor Penalties

- a) Censure,
- b) Withholding of increments or promotion, and
- c) Recovery from pay of the whole or part of any pecuniary loss caused to project by negligence or breach of orders.


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Major Penalties

- a) Reduction to a lower grade, post or pay,
- b) Compulsory retirement, and
- c) Removal or Dismissal.


Explanation

The following shall not amount to a penalty within the meaning of this rule:

- a) Non-promotion of an employee to a higher grade or post after consideration of the merits of his case.
- b) Termination of service of an employee appointed on probation in accordance with the terms of his/her appointment or the rules and orders covering probation.

26.2. Disciplinary Authority

Major penalties enumerated in Sub-Clause 26.1 above can be imposed only by an authority not lower in rank than the one competent to appoint the employee in question in the post held by him/her at the time the penalty is imposed. The order imposing the penalty shall also state the ground on which the penalty is imposed. Minor penalties may be imposed by the Head of Office on employees between grades M to Q and by the Head of Department on other employees.


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26.3. Procedure for Imposing Major Penalties

A Competent Authority cannot impose a major penalty on an employee except after an enquiry is held in the following manner.

The disciplinary authority shall, in the first instance, frame definite charges on the basis of the allegation on which the enquiry is proposed to be held. Such charges shall be communicated in writing to the employee concerned who shall be required to submit, within a reasonable time as may be specified, a written statement of his/her defence. On receipt of the written statement of defence or if no such statement is received within the specified time, the disciplinary authority may itself inquire into such charges not admitted by the employee, or if it considers it necessary, to appoint any other officer for the purpose.

The inquiring authority shall in the course of the enquiry consider such documentary evidence and take oral evidence which may be relevant or material pertaining to the charges. The employee concerned shall be entitled to give evidence in person and to cross examine witnesses examined in support of the charges. At the conclusion of the inquiry, the inquiring authority shall prepare a report recording its finding on each of the charges together with reasons thereof. The disciplinary authority (not the inquiring authority itself) shall consider the report of inquiry and record its findings on each charge and thereafter proceed to pass appropriate orders imposing any of the major penalties enumerated in Sub-Clause 26.1 above.


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The Disciplinary Authority shall take into consideration the nature of the offence, circumstances leading to the commission of the offence and the past service records of the employee before imposing a major penalty of removal from the service with retirement benefits or termination of service without post-retirement benefits. In case an employee is found to be guilty of a serious offence as established by the management and when he/she is convicted and imprisoned by the Court of Law, he/she shall be dismissed/ removed from service and shall forfeit the past services without post retirement and other benefits.

The Employees who had been dismissed on the grounds of gross misconduct after all procedures required by section 87 of Labour Act have been complied with shall be entitled to receive his/her Provident Fund contribution plus interest credited but shall not be entitled for employer's contribution.

26.4. Appeals

An appeal can be made by an employee on whom penalty has been imposed to the authority next higher than the one which imposed the penalty.

27. RETRENCHMENT, RESIGNATION AND RETIREMENT

27.1. Retrenchment

Retrenchment in any category of the employees will be governed by the principle of length of service.

An employee will be given a notice as mentioned below in the event of his/her retrenchment from service provided that an employee may be retrenched from service on payment of a sum equal to the amount of pay for the period of notice or for the period for which notice falls short of and at the same rate which he/she was drawing then.

The Retrenchment notice provision as follows:


- a) The company shall consult with the employees at the work place, advising of the number of employees likely to be made redundant and the period over which this may occur;
- b) Give notice of one month and additional notice of seven days for every year of continuous employment by the employee for the employer up to a maximum of 42 days;
- c) Notify the Chief Labour Administrator of the proposal including the number and categories of employees involved and the reasons for their termination.

27.2. Resignation

- a) An employee may on his/her own resign from service after giving due notice for such resignation for a period of not less than 30 days. In the absence of notice the employer will forfeit one month's basic pay for the prescribed period.
- b) The appointing authority may waive the condition of giving prescribed notice, wherever he considers that there is justification for such relaxation.
- c) The authority which has the power to make appointment to the post or the category of post from which the employee resigns is competent to accept the resignation.

27.3. Superannuation

An employee shall retire from the service of the Project on the date he/she attains the age of 58 years except those few employed by the Authority on special grounds/considerations.



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28. TERMINAL BENEFITS

28.1. Eligibility

- a) An employee who retires on superannuation after putting in a minimum continuous service of one year in the Project shall be entitled to a gratuity to be paid by the Project. The gratuity will be sanctioned by the Head of the Department.
- b) An employee who voluntarily resigns, his/her appointment in the Project shall be eligible to the gratuity as if he/she retired on superannuation provided he/she has put in a minimum continuous service of one year in the Project at the time of his/her resignation.
- c) An employee who is compulsorily retired from service or is retrenched or whose services are terminated under Sub-Clause 27.1 shall be eligible to the gratuity provided he/she had put in a minimum continuous service of one year in the Project at the time of his/her compulsory retirement, retrenchment or termination of service.
- d) The gratuity shall also be payable to the nominees/dependents of an employee who dies after putting in a minimum continuous service of one year.
- e) For benefits under this rule the services of an employee should have been continuous and without break to qualify him/her for the gratuity. If, however, there is an interruption or interruptions in the service of an employee, such interruption or interruptions may be condoned by the Managing Director provided (a) the total interruption or interruptions do not exceed six months; and (b) the interruption or interruptions were caused by reasons beyond the control of the employee concerned. In such a case, the total service before and after such interruption or interruptions shall be taken together for the purpose of these rules.


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Note: *Resignation and removal from service on disciplinary ground shall not be deemed to be beyond the control of the employee. Discharge of an employee on the abolition of a post, when alternate employment could not be offered by the Project, and retirement on medical grounds shall be deemed to be beyond the control of the employee.*

- f) The verification of the service of a person claiming the gratuity under these rules shall be done from the Service Book of the employee. In case where the Service Book is not forthcoming, the onus of proving that the applicant was in employment of the Project and was paid out of Project funds shall be on the applicant himself/herself.

28.2. Amount of Gratuity

The amount of gratuity payable under these rules shall be determined in accordance with the following formula:

$$G = N \times B$$

Where G = Gratuity payable.

N = Number of completed years of service on the last day of his/her service (fraction equal to six months and above may be treated as one year)

B = Basic pay (omitting all kinds of other pay and allowances) drawn by the employee on the last day of his service.


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28.3. Repatriation Benefits

The following benefits shall be paid to a contract employee at the time of repatriation.

- a) Transfer grant according to the rules of PHPA-II, and
- b) Travelling Allowance of an amount equal to the LTC that the employee is entitled to at the time of his/her repatriation.

28.4. Conditions for Payment

The gratuity payment shall not be paid to an employee who has been dismissed on the grounds of gross misconduct after all procedures required by section 87 of Labour Act have been complied with.


28.5. Recoveries

Any amount found due from the employee concerned at the time of his/her retirement or death and, not recovered otherwise, shall be recoverable from the gratuity payable to him/her or to his/her nominees.

28.6. Nomination

- a) Every Project employee shall send to Head of the Department, a nomination in the prescribed form conferring on one or more persons the right to receive the gratuity that may be due to him/her, in the event of his/her death before that amount has become payable or, having become payable, has not been paid.
- b) If at the time of making the nomination, the employee has a family, the nomination shall not be in favour of any person or persons other than the members of his/her family.

- c) If an employee dies during service and leaves no immediate family and also if has not made nomination in favour of any person, the amount of gratuity shall lapse to the Company unless it is awarded to a person by court order.
- d) An employee may at any time cancel a nomination and substitute it by a revised nomination.
- e) An employee may provide in a nomination:
 - i. in respect of any specified nominee that, in the event of his/her predeceasing the employee, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination.
 - ii. that the nomination shall become invalid in the event of the happening of a contingency specified therein.
- f) If at the time of making the nomination the employee has no family, he/she shall provide in the nomination that it shall become invalid in the event of his/her subsequently acquiring a family.
- g) Every nomination made and every notice of cancellation by an employee shall, to the extent that it is valid, take effect on the date on which it is received by the Head of Department.


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- h) 'Family' for the purposes of these rules, means:
- i. In the case of male employee, the wife or wives and children of the employee, provided that, if an employee proves that his wife has been legally separated from him or has, under the customary law of the community to which she belongs, ceased to be entitled to maintenance, she shall thereafter be deemed to be no longer a member of the employee's family in matters to which these rules relate unless the employee subsequently indicates by express notification in writing to the Head of Department that she shall continue to be so regarded.
 - ii. In the case of a female employee, the husband and children of the female employee, provided that, if a female employee by notification in writing to the Head of Department expresses her desire to exclude her husband from her family, the husband shall thereafter be deemed to be no longer a member of the employee's family in the matters to which these rules relate, unless the employee subsequently cancels formally in writing to the Head of Department her notification excluding him.

28.7. Payment to Family

On the death of an employee,

- a) When the employee leaves behind a family:
- i. If a nomination made by the employee in accordance with the provisions of Sub-Clause 28.6 in favour of a member or members of his/her family exists the amount of gratuity, or part thereof to which the nomination relates, shall become payable to his/her nominee or nominees in the proportion specified in the nomination.


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- ii. If no such nomination in favour of a member of the family of the employee exists, or if such nomination relates only to a part of amount due, the whole amount or the part amount due, the whole amount or the part thereof to which the nomination does not relate as the case may be shall notwithstanding any nomination purporting to be in favour of a person or persons other than a member or members of his/her family, become payable to the members of his/her family, in equal shares in accordance with the law applicable to the employee.

- b) When the employee leaves no family, if a nomination made by him/her in accordance with the provisions of Sub-Clause 28.6 in favour of any person or persons exists, the amount of the gratuity due or part thereof to which the nomination relates shall become payable to his/her nominee or nominees in the proportion specified in the nomination.

- c) When the employee leaves no family and had not also made a valid nomination in favour of any person or persons, the amount of gratuity due will lapse to the Project unless it is awarded to a person by court's order or ;

- d) Gratuity shall be payable to the dependents of an employee which is as per Rule 14 under Gratuity Regulation of Labour and employment Act of Bhutan, 2007.

Note: *Any payment due to a minor under these rules shall be made either to his or her natural guardian or to any other person as may be decided by the Managing Director at his discretion or by the court's order.*

28.8. The contract can be renewed with the consent of both the PHPA-II and the incumbent concerned for terms not exceeding two years at a time.


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28.9. Contract renewal or extension shall be granted only to those having a clear service history which shall not contain any record of indiscipline, adverse reports, misdemeanour and financial dishonesty.

28.10. Confidential performance rating shall be an important factor for extension.

29. TERMINATION OF CONTRACT

29.1. A minimum of one month's notice shall be issued by either party intending to terminate the contract before expiry of the term. One month's basic pay shall be paid by either party in the event of failure to give the required notice.

29.2. No contract employee shall be indispensable to the PHPA-II and hence shall be liable to be removed from service at any time when the PHPA-II finds that his/her services are not required.

30. INTERNAL GRIEVANCE PROCEDURE

30.1. Policy

- a) The policy of this rule is to ensure that complaints and problems within the enterprise are resolved without the need for government intervention.
- b) Prevent minor labour problems and complaints from escalating in to a formal dispute
- c) Encourage great cooperation and build trust between workers and managers.

30.2. Grievance Procedure Preparation


- a) The procedure shall be prepared in consultation with the employees.
- b) The procedure shall be written in simple language and presented/informed easy to follow by all employees.
- c) It shall be reviewed periodically

30.3. Rights and Obligations

- a) Employer shall not retaliate in any form against an employee who lodges a compliant
- b) Employee who lodges the complaints shall not be subject to disciplinary provisions of the Internal Service Rules.
- c) Employee lodging the compliant shall have the right for representative from within or outside the company
- d) Both employer and employee should make effort to resolve the compliant within the company without having to notify the compliant to the Chief Labour Administrator

30.4. Steps in Procedure

- a) The aggrieved complainant shall make complaint in writing identifying the other party about the dispute, the place where the dispute exists and subjects 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.


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- 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 Chief Labour Administrator that a labour dispute exists.

31. SEXUAL HARASSMENT

31.1. Policy


The Policy of this rule is to prohibit the incidence of sexual harassment in work places and during recruitment. It is to establish and introduce procedures for dealing with sexual harassment complaints within workplace and during recruitment.

31.2. Sexual Harassment shall include;

- a) Subjecting a person to any act of physical intimacy.
- b) Making any oral or written remark or statement with sexual connotation to a person or about a person in his or her presence.
- c) Making any gesture, action or comment of sexual nature in person's presence.
- d) Conduct is not sexual harassment if it is welcome.

31.3. Sexual Harassment complaint procedure

- a) The victim shall make a complaint in writing identifying the alleged harasser/harassers, 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.
- b) The designated officer shall make a complaint in writing identifying the alleged harasser(s), describing the incident including places, times and dates, naming any witness, sign the complaint and bring to the attention of the person designated in the procedure.
- c) The designated officer shall acknowledge receipt of the victim's written complaint within two working days and commence an investigation within 5 working days. The outcome of the investigation shall be communicated to the victim within 10 days from the commencement of the investigation.
- d) If the victim is not satisfied with the outcome of the internal complaint procedure, the victim may lodge a complaint to the Chief Labour Administrator, Ministry of Labour and Human Resources.
- e) If a victim is dissatisfied with the outcome of the Internal Complaints Procedure or who choose to by-pass that procedure may lodge a sexual harassment complaint with Chief Labour Administrator


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31.4. Liability of Employer

Employer of a person found to be guilty of sexual harassment may be legally liable if the employer knew or reasonably should have known of harassment and failed to take action. However, if the employer had prepared and implemented sexual harassment policy and would have clear internal procedures for handling sexual harassment complaints, employer will not be liable to the victim.

32.OCCUPATIONAL HEALTH AND SAFETY POLICY

32.1. Policy :

Punatsangchhu-II Hydroelectric Project Authority is committed to a safe and healthy working environment for all employees. The Authority will uphold the best Occupational Health and Safety (OHS) practices and shall;

- a) Ensure well being of all the employees
- b) Give our best to improve our OHS issues at our worksite
- c) Strive to achieve accident free workplace through effective programs
- d) Recognize the rights of workers to work safe and healthy work environment
- e) Ensure to meet all legislative requirements and maintain the highest safety standards
- f) Ensure to eliminate the hazards that cause accidents and injuries
- g) Ensure the implementation of Occupational Health and Safety by the companies under the authority.

32.2. Duties of Employees;

- a) Carry out work in accordance with established safe work procedures.
- b) Use of protective equipment, devices or and clothing as required in the work place.
- c) Not engage in horseplay or similar conduct that may endanger him/her or other person.
- d) Ensure that his/her ability to work without risk to own one's safety or health or to other health and safety is impaired by alcohol, drugs or mother causes.
- e) Report any contravention, absence of or defect of any equipment that is likely to endanger an employee or anyone.

33. GENERAL

If any question arises relating to the interpretation of these rules, it shall be referred to the Managing Director whose decision thereon shall be final and/or the service rules interpretation and implementation shall be in line with the Labour and Employment Act of Bhutan, 2007 and its regulations.

Provided that in matters having financial implications, the Managing Director will invariably consult the Director (Finance).


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34. POWER TO RELAX

Where the Managing Director is satisfied that the operation of any of these rules causes undue hardship in any particular case, he may in consultation with the Heads of Departments, for reasons to be recorded in writing, dispense with or relax requirement of that rule to such extent and subject to such exceptions and conditions which may be considered necessary for dealing with the case in a just and equitable manner. Such dispensation or relaxation shall be put up to the Chairman for approval.

All the application/implementation/amendments of the provisions of Internal Service Rules shall be conducted in line with the Labour and Employment Act of Bhutan, 2007.


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ANNEXURES

Annex I: Oath of Secrecy

PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY
BJIMTHANGKHA, WANGDUE: BHUTAN
Telephone (00 975) 2-471592: Fax (00 975) 2-471591
E-mail: phpa2spo@gmail.com


OATH OF SECRECY

Mr.....having been offered the post of..... on the eve of my joining the said post on..... do hereby in the name of God/solemnly affirm that I will at all times during my service/employment in Punatsangchhu-II Hydroelectric Project Authority abide and be governed by all Rules and Regulations of the Authority and the laws and rules of Royal Government of Bhutan and maintain absolute integrity, the highest order of confidentiality and secrecy regarding all of official matters of PHPA-II.

Date:.....

Signature

(Affix legal stamp)


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Annex-II: Memorandum

**PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY
BJIMTHANGKHA, WANGDUE: BHUTAN
Telephone (00 975) 2-471592: Fax (00 975) 2-471591
E-mail: phpa2spo@gmail.com**

PHPA.....

Date.....

MEMORANDUM


Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) is pleased to offer Mr/Mrs/Ms....., post ofon its Contract Appointment for a period of in the pay scale of Nu/ Rs.-/- plus allowances as admissible under the rules of the PHPA-II from time to time.

1. He/she will be on probation for an initial period of six months from the date of his/her appointment where the service termination notice period shall be 7 days for either party.
2. His/her appointment in Punatsangchhu-II Hydroelectric Project Authority will be subject to the following terms and conditions:-
 - a) He/she will be governed by the Rules and Regulations for Contract Appointment of PHPA-II and as amended from time to time.
 - b) The appointment is terminable on 30 days notice or payment of one month's basic pay in the event of failure to give the required notice.
 - c) The job is transferable and the appointee will be required to serve in any office/location of the Project in Bhutan/India.
 - d) An amount equal to LTC/actual travel expenses as per the entitlement whichever may be less shall be paid towards travel expenses for joining the Contract Appointment.


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- e) Verification of character and antecedents.
- f) He/she will sign an Oath of Secrecy before joining the service.
3. In case he/she accepts the offer, he/she will be entitled for the following benefits.
- a) Contract allowance; Project/consolidated allowance and accommodation/house rent allowance as admissible under the rules of PHPA-II from time to time.
 - b) Accommodation will be provided as per availability/entitlement.
 - c) Covered under the Employees Group Insurance Scheme.
4. The offer of appointment shall be subject to production of the following documents in original at the time of joining the post.
- a) Medical Certificate of satisfactory health issued by a Medical Officer of the Project/Medical Officer of RGoB or a Medical Officer not below the rank of Civil Surgeon under the Central Government or any State Government of India.
 - b) Certificates of educational qualifications/technical and proof of age.
 - c) Character Certificate issued by a Gazetted Officer of the Project or of the RGoB or of the Central/State Government of India.
 - d) No Objection Certificate from present employer.
 - e) Security Clearance Certificate from Royal Bhutan Police


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5. In case he/she accepts the offer on the above terms and condition he/she should report for duty to the, Punatsangchhu-II Hydroelectric Project Authority, within..... from the date of issue of this memorandum, failing which the offer will be treated as cancelled. The competent authority may consider to extend the validity of the offer for genuine reasons only in exceptional cases.

Sr. Personnel Officer

Copy to:-

1. Managing Director, PHPA-II, Bjimthangkha.
2. Joint Managing Director, PHPA-II, Bjimthangkha.
3. Director (Technical), PHPA-II, Bjimthangkha.
5. Director (Finance), PHPA-II, Bjimthangkha
6.
7.

Sr. Personnel Officer



Sr. Personnel Officer
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Annex-III: Pay Scale of Posts

Service Rules of Contract Appointment of Punatsangchhu-II Hydroelectric Project Authority


PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
A4	Chief Engineer	38,700-970-62,950	
B	Superintending Engineer Chief (P&A) Chief Finance Officer Chief (Contracts) Chief (Geology) Chief Security Officer Chief Research Officer Chief Medical Officer	30,990-775-50,365 -do- -do- -do- -do- -do- -do- -do-	Plus Nu.3000/= in the case of CMO if he is a specialist in medicine or surgery.
C	Dy. Chief Finance Officer Dy. Chief Security Officer Sr. Personnel Officer Sr. Administrative Officer Sr. Geologist Sr. Research Officer Sr. Medical Officer Executive Engineer Sr. Physician/Surgeon Sr. Environment Officer Sr. Labour Officer	27,370-685-44,495 -do- -do- -do- -do- do- -do- -do- -do- -do- -do- -do-	-- Plus Nu 3000/= as special pay if the doctors are specialists in medicine/ surgery.
D	Sr. Security Officer Asst. Executive Engineer Administrative Officer Gr.-I Personnel Officer Gr.-I Sr. Accounts Officer Research Officer Jr. Geologist Labour Officer Gr.-I Liaison Officer Gr.-I Sr. Section Officer (P&A) GDMO Sr. Finance Officer Dental Surgeon Private Secretary Gr.-I	23,995-600-38,995 -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do-	-- Plus Nu 3000/= as special pay if the GDMO is a specialist in medicine/ surgery.


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PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
E	Administrative Officer Gr.-II Asst. Engineer Jr. Research Officer Labour Officer Gr.-II Finance Officer Liaison Officer Gr.-II Security Officer Personnel Officer Gr.-II HRD Officer Asst. Geologist Environment Officer Sr. Librarian Section Officer (P&A) Foreman Gr. I Fire Officer Gr.-I Private Secretary Gr.-II	21,370-535-34,745 -do- -do- -do- -do- do- -do- -do- -do- do- -do- -do- -do- -do- -do- -do- -do-	
F	Junior Engineer (Diploma holder) Asst. Research Officer Asst. Finance Officer Sr. Section Officer (Accounts) Asst. Security Officer Chief Draftsman Sr. Office Superintendent Fire Officer Gr.-II Information Technology Officer Librarian Labour Officer Gr.-III Personal Assistant Gr.-I Administrative Officer Gr.-III Liaison Officer Gr.-III Personnel Officer Gr.-III Jr. Environment Officer	17,495-435-28,370 -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do-	
G	Superintendent Sr. Tech. Assistant Asstt. Environment Officer Section Officer (Diploma holder)Gr-I Section Officer (Accounts) General Nurse Midwife (GNM) Head Draftsman	16,365-410-26,615 -do- -do- -do- -do- -do- -do-	

PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
	Cinematographer Ward Sister Supervisor (Engg) Gr.-I Labour Officer Gr.-IV Personal Assistant Gr.-II Jr. Fire Officer	-do- -do- -do- -do- -do- -do-	
H	Research Asst. (Engg.) Head Clerk Personal Assistant Gr.-III Divisional Accountant Pharmacist (Diploma Level) Sr. Photographer Senior Draftsman Gr.-I Senior Lab Technician Supervisor Gr.-I Lapon Gr.-I Supervisor (Engg.) Gr.-II Section Officer (fresh Diploma Holder)Gr.II Sr. Auto Elect/Sr.AutoMech(VTI) Electronic Technician(VTI) Gr.I Computer Technician (VTI) Gr.I Sr Electrician/Sr Operator(Elect)VTI Sr. Mechanic/Fitter/Turner (VTI) Sr. Welder (VTI)	14,830-370-24,080 -do-	
I	Senior Draftsman Gr-II UDC Gr-I X-ray Technician Gr-I Lab. Technician Gr-I BHW Gr-I ANM/Health Asstt. Sr. Accountant Photographer Stenographer – II Foreman Gr. II Lapon –II Supervisor Gr.-II	13,550-340-22,050 -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do- -do-	


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PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
	Sr. Fireman	-do-	
	Security Supervisor Gr-I	-do-	
	Sr. Computer Operator Gr-I	-do-	
	EOT Crane Operator Gr-I	-do-	
	Sr. Store Keeper Gr-I	-do-	
	Electrician/Operator (VTI) Gr-I	-do-	
	Mechanic/Fitter/Turner (VTI) Gr-I	-do-	
	Welder (VTI) Gr-I	-do-	
	Computer Technician (VTI) Gr-II	-do-	
	Electronic Technician (VTI) Gr-II	-do-	
	Auto Electrician/Auto Mech(VTI)Gr-I	-do-	
J	Senior Draftsman (Gr-III)	12,025-300-19,525	
	UDC-II	-do-	
	Accountant	-do-	
	Stenographer-II	-do-	
	Asst. Librarian	-do-	
	Sr. Fireman	-do-	
	Senior Crane Operator	-do-	
	Senior Shovel Operator	-do-	
	Lapon-III	-do-	
	Supervisor -III	-do-	
	EOT Crane Operator	-do-	
	Operator (Electrical)VTI	-do-	
	Operator (Mechanical)VTI	-do-	
	Mechanical/Turner/Fitter(VTI)Gr-II	-do-	
	Welder(VTI) Gr-II	-do-	
	Foreman Gr-III	-do-	
	Computer Technician (VTI) Gr-III	-do-	
	Electronic Technician (VTI) Gr-III	-do-	
	Auto Elect/Auto Mech.(VTI) Gr-II	-do-	
	Security Supervisor Gr-II	-do-	
	Fireman/Fire Operator (Driver)	-do-	
	Sr Computer Operator Gr-II	-do-	
	Sr. Store Keeper Gr-II	-do-	
	Lab Technician Gr-II	-do-	
	Telephone Operator Gr-I	-do-	
	Lineman Gr-I	-do-	
	Meter Reader Gr-I	-do-	
	Head Carpenter	-do-	


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PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
K	Draftsman-I	11,125-280-18,125	
	UDC (Gr-III)	-do-	
	Sr. Store Keeper	-do-	
	Asstt Accountant/Accts Clerk Gr-I	-do-	
	Sr Computer Operator Gr-III	-do-	
		-do-	
	Assistant Foreman	-do-	
	Lapon Gr-IV	-do-	
	Supervisor Gr-IV	-do-	
	Carpenter Gr-I	-do-	
	Wireless Operator Gr.-I	-do-	
	Telephone Operator Gr.-II	-do-	
	Sr Security Guard	-do-	
	Lineman Gr-II	-do-	
	Sr Electrician (non-VTI)	-do-	
	Auto Elect/Mechanic(non-VTI) Gr-I	-do-	
	Dozer Operator Gr-I	-do-	
	Head Cook Gr-I	-do-	
	Painter Gr-I	-do-	
	Mason Gr-I	-do-	
Plumber Gr-I	-do-		
Steno Typist	-do-		
Cable Jinter Gr-I	-do-		
Head Mechanic	-do-		
L	Computer Operator Gr-I	10,725-270-17,475	
	UDC Gr-IV	-do-	
	Meter Reader Gr-II	-do-	
	Accounts Clerk Gr-II	-do-	
	Store Keeper (Gr-I)	-do-	
	BHW (Gr-II)	-do-	
	Pharmacist	-do-	
	Library Assistant	-do-	
	Office Assistant	-do-	
	Draftsman Gr. II	-do-	
	Chargeman	-do-	
	Mechanic-cum-Operator	-do-	
	Crane Operator	-do-	
Senior Drill Operator	-do-		


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PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
	Shovel Operator	-do-	
	Penstock Painter	-do-	
	Surveyor Gr.-I	-do-	
	Lab. Technician Gr.-III	-do-	
	Telephone Mechanic Gr.-I	-do-	
	Electrician Gr.-I (non-VTI)	-do-	
	Cable Joints Gr.-II	-do-	
	Lineman (Electrical) Gr.-III	-do-	
	Switch Board Operator	-do-	
	Mechanic Gr.-I	-do-	
	Engine mechanic	-do-	
	Work Supervisor Gr.I	-do-	
	Head Cook Gr.II	-do-	
	Auto Elect/Mechanic (non-VTI)Gr-II	-do-	
	Security Guard Gr.I	-do-	
	Driver Gr.I	-do-	
	Dozer Operator Gr.II	-do-	
	Painter Gr.II	-do-	
	Carpenter Gr.II	-do-	
	Mason Gr.II	-do-	
	Plumber Gr.II	-do-	
M	Draftsman Gr. III	10,075-250-16,325	
	LDC. (Gr-I)/Computer Operator Gr. II	-do-	
	Asst. Store Keeper	-do-	
	Store Keeper Gr-II	-do-	
	Laboratory Assistant	-do-	
	Tracer	-do-	
	Head Cook Gr.III	-do-	
	Fireman	-do-	
	Surveyor Gr.-II	-do-	
	Mason Gr.-III	-do-	
	Carpenter Gr.-III	-do-	
	Painter Gr.-III	-do-	
	Blacksmith Gr.-I	-do-	
	Plumber Gr.III	-do-	
	Wireless Operator Gr.-II	-do-	
	Lineman Gr.-IV	-do-	
	Telephone Mechanic Gr.III	-do-	

PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
	Telephone Operator Gr.III	-do-	
	Electrician (non-VTI)Gr.-II	-do-	
	Cable Jointer Gr.-III	-do-	
	Tyre Retreader	-do-	
	Mechanic-II	-do-	
	Auto Elect/Mechanic (non-VTI)Gr.III	-do-	
	Drill Operator	-do-	
	Welder (non-VTI)Gr.-I	-do-	
	Turner (non-VTI)Gr.-I	-do-	
	Fitter (non-VTI) Gr.-I	-do-	
	Surveillance Inspector Gr.-I	-do-	
	Blaster Gr.-I	-do-	
	Meter Reader Gr.III	-do-	
	Dozor Operator Gr.III	-do-	
	Work Supervisor Gr.II	-do-	
	Dumper Operator Gr.I	-do-	
	Security Guard Gr.II	-do-	
	Driver Gr.II	-do-	
	Laundryman(heavy duty) Gr.I	-do-	
	Hostel Assistant Gr.I	-do-	
N	LDC/Despatcher	9,155-230-14,905	
	Basic Health Worker (Gr-III)	-do-	
	Cook (Gr-I)	-do-	
	Lajab	-do-	
	Asst. Auto Electrician	-do-	
	Road Roller Operator	-do-	
	Tractor Driver	-do-	
	Work Supervisor Gr.III	-do-	
	Dozer Operator Gr.IV	-do-	
	Security Guard Gr.III	-do-	
	Hostel Assistant Gr.II	-do-	
	Laundryman (heavy duty) Gr.II	-do-	
	Dumper Operator Gr.II	-do-	
	Driver Gr.III	-do-	
	Wet Sweeper/Janitor Gr.I	-do-	
	Peon Gr.I	-do-	
	Rigger Gr.I	-do-	
	Pump Operator	-do-	
	Traditional Painter Gr.I	-do-	
	Assistant Lineman	-do-	


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PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
O	Cook Gr-II	8,505-215-13,880	
	Boatman	-do-	
	Welder (non-VTI) Gr.II	-do-	
		-do-	
	Motor Grader Operator	-do-	
	Work Assistant	-do-	
	Driver Gr.IV	-do-	
	Mason Gr.-IV	-do-	
	Carpenter Gr.-IV	-do-	
	Painter Gr.-IV	-do-	
	Blacksmith Gr.-II	-do-	
	Blastman Gr.-II	-do-	
	Wireman	-do-	
	Mechanic Gr.-III	-do-	
	Meter Reader Gr.IV	-do-	
	Asstt. Drill Operator	-do-	
	Turner (non-VTI) Gr.II	-do-	
	Hostel AssttGr.III	-do-	
	Gauge & Discharge Reader	-do-	
	Backhoe Operator	-do-	
	Asstt Dozer Operator	-do-	
	Store Keeper Gr.III	-do-	
	Laundryman (heavy duty) Gr.III	-do-	
	Wet sweeper/Janitor Gr.II	-do-	
	Rigger Gr.II	-do-	
	ChowkidarGr.I	-do-	
	Peon Gr.II	-do-	
	Receptionist Gr.I	-do-	
	Skilled Helper Gr.I	-do-	
	Asstt. Fitter	-do-	
	Operator (compressors, pumps, concrete mixtures, stone crushers, small generating sets)		

PHPA Grade	Designation of the Post	Scale of Pay (Nu.)	Remarks
P	Photostat Machine Operator	8080-200-13,080	
	Nursing Orderly	-do-	
	Rigger Gr.III	-do-	
	Cook Gr-III	-do-	
	Wet Sweeper/Janitor Gr.III	-do-	
	Laundryman Gr.IV	-do-	
	Hostel Asst. Gr.-IV	-do-	
	Store Assistant	-do-	
	Peon Gr.III	-do-	
	Sweeper Gr.I	-do-	
	ChowkidarGr.II	-do-	
	Receptionist Gr.II	-do-	
	Dishwasher Gr.I	-do-	
	Helper/Attendant	-do-	
	Skilled Helper Gr.II	-do-	
Skilled Handyboy	-do-		
Gardener Gr.I	-do-		
Q	Peon Gr.IV	7,695-190-12445	
	Sweeper Gr.II	-do-	
	ChowkidarGr.III	-do-	
	Gardener Gr.II	-do-	
	Receptionist Gr.III	-do-	
	Dish washer Gr.II	-do-	
	Helper/Handyboy	-do-	
	Other Class IV staff	-do-	

NOTE:

The above pay scales are the same as applicable to Druk Green Power Corporation (DGPC) and will be automatically revised as and when the DGPC pay scales are revised from time to time.


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Annex-IV: Performance Report

PERFORMANCE REPORT

Period of Report from to

Part-I (Employee Details)

BY THE REPORTING OFFICER (i.e.) IMMEDIATE SUPERVISOR

1. Name
2. Age
3. Post Held
4. Pay
5. Education Qualification
6. Period of absence during the year


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Part-II (Employee performance ratings)

Sl. No.	Competencies	Ratings (Tick only one appropriate rating for specific competency)				
		Excellent (4)	Very Good (3)	Good (2)	Average (1)	Poor (0)
1	State of Health					
2	Intelligence					
3	Interest in his/her work					
4	Skill and proficiency in trade in which engaged					
5	Amenability to Discipline					
6	Punctuality and Regularity					
7	Honesty and Integrity					
8	Devotion to Duty					
9	Sense of Responsibility					
Total Score in numerical value:		(A).....	(B).....	(C).....	(D).....	
Grand Total (A+B+C+D)						

Total Average (Grand Total/9) :

Part-III (Final rating confirmation by the Reporting Officer:)

Average score scale Competency Tick appropriate box to confirm the final rating

3.50 – 4.00	Excellent	<input type="checkbox"/>
2.50 – 3.49	Very Good	<input type="checkbox"/>
1.50 – 2.49	Good	<input type="checkbox"/>
0 – 1.49	Average	<input type="checkbox"/>
0	Poor	<input type="checkbox"/>

Part-IV (Other comments)

7. Are you willing to retain him/her under you?

.....
.....

8. Mention any skills or proficiency acquired.

.....
.....

9. General remarks on his/her work and conduct.

.....
.....

Signature of Reporting Officer

Name

Designation

Date:


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Part-V (Rating by the Reviewing Officer)

Overall rating by Reviewing Officer (Please tick one option)					
Performance Ratings	Excellent	Very Good	Good	Average	Poor
Scale	4	3	2	1	0

Any remarks

.....

Signature

Name

Designation

Date:


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Part-VI (Rating by the Accepting Authority)

Overall rating by Reviewing Officer (Please tick one option)					
Performance Ratings	Excellent	Very Good	Good	Average	Poor
Scale	4	3	2	1	0

Any remarks

.....

Signature

Name

Designation

Date:

Period of Report fromon


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SECTION-II

**TERMS FOR EMPLOYEES ON
DEPUTATION/SECONDMENT**

1. Terms for employees on secondment from the Royal Government of Bhutan

Officials appointed by the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) on secondment from departments/organizations of the Royal Government of Bhutan for posting in Bhutan/India shall be governed by the Terms and Conditions of Secondment Rules of the Royal Government of Bhutan as amended from time to time and shall also be entitled to:

- a) Deputation allowance of 30% of basic pay;
- b) Project allowance equivalent to 35% of basic pay (in Bhutan) and Punatsangchhu Allowance of 20% of basic pay;
- c) House Rent Allowance equivalent to 40% of the highest pay scale; and
- d) Any other allowance as may be sanctioned from time to time.

2. Terms for employees on deputation from the Government of India

a) Officials appointed by the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) on deputation from departments/organizations of the Government of India for posting in India shall be governed by the Terms and Conditions of Deputation Rules of the Government of India as amended from time to time and shall be entitled to:

- i. Deputation allowance of 30% of basic pay;
- ii. Project allowance equivalent to 35% of basic pay and Punatsangchhu Allowance of 20% of basic pay;
- iii. House Rent Allowance equivalent to 40% (for Delhi/Kolkata) and 30% (for other places in India) of basic pay; and
- iv. Any other allowance as may be sanctioned from time to time.


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- b) Officials appointed by the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) on deputation from departments/organizations of the Government of India for posting in Bhutan shall be governed by the Terms and Conditions of deputation rules of the Ministry of External Affairs, GoI, New Delhi, contained in letter No. E/IV/551/9/2001 dated 21.11.2001 as amended from time to time and shall be entitled to Project allowance equivalent to 35% of basic pay and Punatsangchhu Allowance of 20% of basic pay.
3. The lodging charges/DA/Conveyance rates prescribed under Sub-Clause 16.4, Section-I of these Service Rules for official tours in India as revised from time to time shall also be applicable to PHPA-II officials on secondment/deputation from the RGoB/GoI.


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SECTION-III


TERMS OF CONTRACT FOR CONSOLIDATED WAGE EMPLOYEES

1. Terms of Employment

- 1.1 The service of a consolidated wage employee will be temporary in nature and hence shall be liable to be removed from service at any time when the Project finds his/her services not required. The employment service termination notice or the payment in lieu of notice period shall be served duly.
- 1.2 Extension of services for consolidated wage employee shall be granted by the project management with consent of both the Agency and the employee concerned for terms not exceeding six months at a time.
- 1.3 Extension shall be granted only to those having a clean service history and solely based upon the requirement of the temporary service of the employee with proper and full justifications of the concerned Officer-In-Charge subject to verification by the Personnel Wing and with the approval of the competent authority.

2. Remuneration and Benefits

- 2.1 The remuneration of the consolidated wage employee shall be fixed at the minimum of the prescribed amount fixed by the project management based on the qualification of the applicant and as mentioned in the appointment order issued by the project.
- 2.2 The consolidated wage employee will be engaged for overtime upon the consensus of the employer and the employee and will be admissible to overtime payment @1.5 times normal rate of pay for working on project holidays and off hours (10 pm – 8 am)
- 2.3 The consolidated wage employee appointed under this agreement shall not be admissible to any other allowances.


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- 2.4 **Gratuity:** The consolidated wage employee who voluntarily resigns or being phased out by the Project shall be eligible to the gratuity after he/she has put in a minimum of one year of temporary service as extended by the Project from time to time (Payment = No. of years worked times Last Pay and fraction equal to six months and above may be treated as one year).
- 2.5 The gratuity shall be payable to the nominee(s)/dependents of an employee if he/she expires while after putting in a minimum continuous temporary service of one year as extended by the Project from time to time.
- 2.6 A gratuity payment shall not be paid to:
- a) An employee who has not completed 1 (one) year of continuous temporary service as prescribed in the contract of employment.
 - b) An employee who has been dismissed on the grounds of gross misconduct/guilty of a serious offence as established by the management.
- 2.7 **Provident Fund Scheme:** Each consolidated wage employee shall contribute every month @ 5% of his/her pay to Contributory Provident Fund. The Project shall contribute an equivalent amount. Both Project and the employee's share of CPF shall be payable to the consolidated wage employee at the time of his/her resignation/retrenchment. If the consolidated wage employee is terminated on grounds of gross misconduct he/she shall not be entitled to receive any portion of the Project's contribution.
- 2.8 All Personal Protective Equipment (PPE) required for the occupation shall be provided free of cost by the Project and shall be governed by the regulation in force.

3. Group Personal Accident Insurance Scheme:

- 3.1 Compensation & Benefits of Chapter – VI of Labour & Employment Act of Bhutan 2007 will be applicable.

4. Working Conditions

- 4.1 The following kinds of leave are admissible to the consolidated wage employee:

- | | | | |
|----|-----------------|---|--------------------------|
| a) | Annual leave | - | 18 days |
| b) | Sick leave | - | 5 days |
| c) | Casual leave | - | 5 days |
| d) | Maternity leave | - | 3 months |
| e) | Paternity leave | - | 10 days |
| f) | Public holidays | - | Gazette Project holidays |

5. Termination of Service

- 5.1 A minimum of one month's notice shall be issued by the Project intending to terminate the service before expiry of the term.
- 5.2 The services of the consolidated wage employee shall be terminated without any notice and forfeit payment of post-service benefits thereof, if the employee is found guilty of an administrative offence and gross misconduct by the Disciplinary Committee.

6. Recoveries

- 6.1 Salary Tax shall be levied according to the Income Tax Laws of the Royal Government of Bhutan as revised from time to time.


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7. Interpretation of Agreement

The validity, interpretation, construction and performance of the agreement shall be governed by the Labour and Employment Act, 2007 and its Regulations. The agreement shall be interpreted with all necessary changes in gender and number as the context may require and shall ensure to the benefit of and binding upon the respective successors and assigns of the parties.

All other working conditions and working environment entitlements not covered under this Rules shall be governed as per Labour and Employment Act of Bhutan, 2007.

8. The agreement will supersede all earlier office appointment/term extension orders issued from the day of signing the agreement.


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