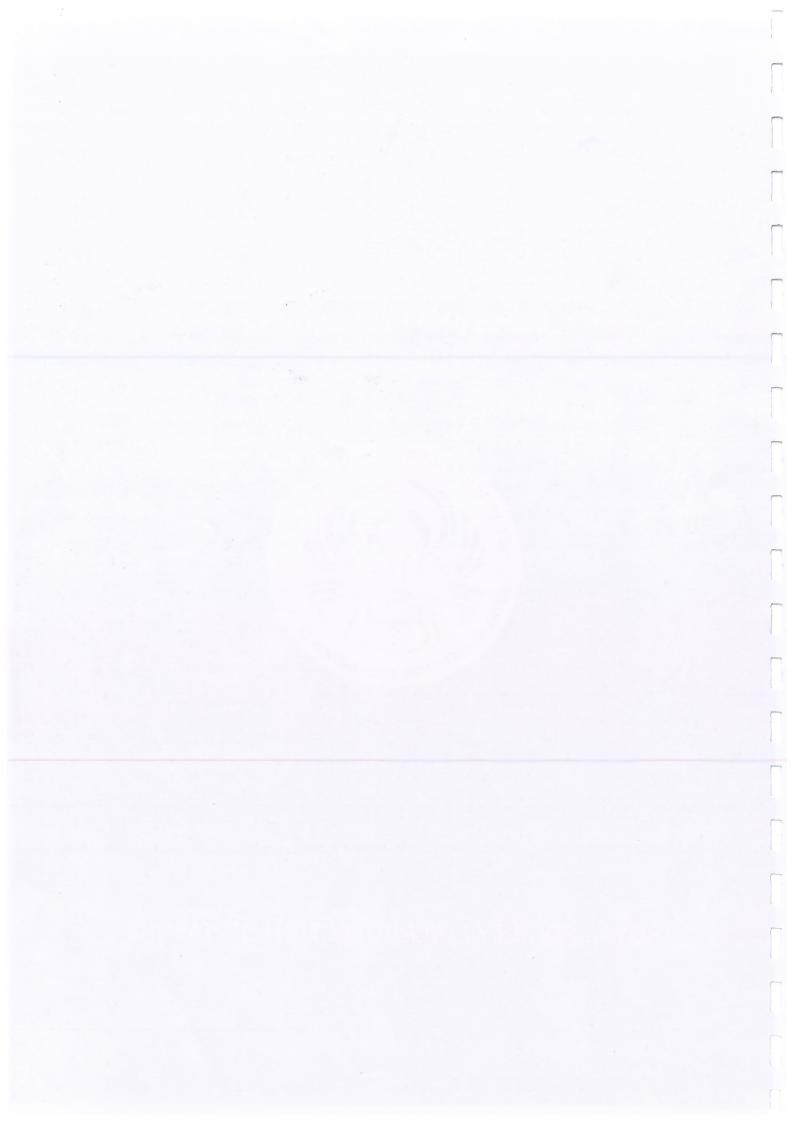
# PROCUREMENT AND PROPERTY RULES AND REGULATIONS (REVISED) 2022



ROYAL SOCIETY FOR PROTECTION OF NATURE



# This document is endorsed by the undersigned as of the day and date written below:

Date: November 4, 2022

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#### **CHAPTER -I: INTRODUCTION**

# 1.1 Title, Commencement and Amendment

- 1.1.1 This document shall be known as the RSPN Procurement & Property Rules and Regulations (Revised) 2022 (RSPN PPRR-2022).
- 1.1.2 The RSPN Procurement & Property Rules and Regulations (Revised) 2022 shall come into force from November 4, 2022
- 1.1.3 The RSPN Procurement & Property Rules and Regulations shall be amended, in whole or part, as and when necessary, with the approval of the RSPN Board.

#### 1.2 Objectives

- 1.2.1 Ensure fairness, integrity and transparent procurement practices are followed.
- 1.2.2 Achieve Best Value of Money (BVM) by considering the life cycle of the goods, services and works in procurement.
- 1.2.3 Consider environmental, social and economic aspects of goods, services and works in procurement process.
- 1.2.4 Ensure fair and equal access to the suppliers, consultants and contractors for award of contracts of supply of goods, services and works.

# 1.3 Application

- 1.3.1 This RSPN PPRR-2022 shall apply to all offices and individuals functioning under the direct management of RSPN.
- 1.3.2 The procurement covered herein shall include goods, services and works.
- 1.3.3 In the event there are no clauses regarding the procurement in the PPRR, RSPN shall adopt the standing Procurement Rules and Regulations of the RGoB.

#### 1.4 Definitions

- 1.4.1 **Award of Contract:** the decision of the procuring agency to enter into a contract with a supplier, service provider or contractor for delivery of specified goods, services or execution of works.
- 1.4.2 **Bid:** an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a bidding document. Tender, bid or quotation shall be treated as is synonymous.

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- 1.4.3 **Bid Security:** a security, serving as a guarantee that the bid shall remain valid until the contract is awarded or until the expiry of a specific period, delivered along with the bid by a bidder in a form and in accordance with the terms and conditions specified in the bidding document. The terms "bid security", "bid bond", "bid guarantee", and "earnest money" shall be treated as synonymous.
- 1.4.4 **Bidder:** a licensed and registered eligible individual or legal entity who participates in a competitive procedure defined by this Procurement Rules & Regulations.
- 1.4.5 **Bidding Document:** a set of documents sold or issued by RSPN interested bidders in which the specifications, terms and conditions of the proposed procurement are prescribed.
- 1.4.6 **Bill of Quantities:** abstract of the units and unit prices of the items proposed under the contract. Bill of quantities and schedules of rates shall be treated synonymous.
- 1.4.7 **Board:** board of directors constituted to oversee the administration and management of the RSPN.
- 1.4.8 **Coercive practice:** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of the party.
- 1.4.9 **Collusive practice:** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the action of another party.
- 1.4.10 **Consortium Expert:** an individual registered with RSPN Consortium of Experts to provide expert services.
- 1.4.11 **Consultant:** an individual or a legal entity entering into a contract to provide consultancy services to RSPN.
- 1.4.12 **Contract:** a written legal agreement entered into between the RSPN and the supplier, service provider or the contractor on acceptable terms and conditions.
- 1.4.13 **Contractor:** an individual or a legal entity having valid business license entering into a contract to execute works, goods or services.
- 1.4.14 **Corrupt practice**: is the offering, giving, receiving or soliciting directly or indirectly, of anything of value to influence improperly the action of another person.

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- 1.4.15 **Eligible bidder:** is a bidder, who is authorized to conduct business in Bhutan and otherwise complies with the requirements of the bidding documents.
- 1.4.16 **Environment:** the physical factors of the surroundings of human beings including the earth, soil, water, atmosphere, climate, sound, odors, tastes and the biological factors of animals and plants of every description including the complex web of interrelationships between the abiotic and biotic components which sustain life on earth.
- 1.4.17 **Fixed asset**: refers to those items which are purchased for long-term use and are not likely to be converted quickly into cash, such as land, buildings, and equipment.
- 1.4.18 **Fraudulent practice:** is any intentional act or omission, including a misrepresentation, that knowingly or recklessly mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 1.4.19 **Goods:** anything in solid, liquid or gaseous form that has an economic utility or value, which can be exchanged or traded.
- 1.4.20 **Invitation for bids:** a document notifying the potential bidders that it intends to procure goods, services and/or works.
- 1.4.21 **Lowest evaluated bid:** the bid offering the best value for money, evaluated on the basis of various objective criteria laid down in the bidding document. It does not necessarily mean the "lowest quoted price".
- 1.4.22 **Procurement:** the purchase of goods, services or the engagement of contractors for execution of works.
- 1.4.23 **Reliable Sources:** the sources consistently good in quality or performance, which can be trusted.
- 1.4.24 **Services:** An individual or a business license entity that provide services in a professional manner for the benefit of RSPN.
- 1.4.25 **Stock/perishable items**: refers to those items which have a short life and physically stock in store for any time consumption.
- 1.4.26 **Supplier:** An individual or a business license entity entering into contract for supply of goods and services.
- 1.4.27 **Tender Committee:** a group of officials that has the responsibility of supervising and ensuring that the procurement procedures outlined in these rules are followed.

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- 1.4.28 **Threshold value:** monetary value expressed in Ngultrum for determining the procurement procedure to be followed as prescribed in this RSPN PPRR-2017.
- 1.4.29 **Work/Works:** any activity, civil, mechanical or electrical involving construction, fabrication, repair, overhaul, renovation, decoration, traditional Bhutanese painting, installation, erection, excavation, dredging which make use of a combination of labour, machinery, equipment, material and technology.

#### 1.5. Fraud and Corruption

It is RSPN's policy to require that Purchasers, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, the RSPN:

- 1.5.1. defines, for the purposes of this provision, the terms set forth below as follows:
- 1.5.1.1. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value3 to influence improperly the actions of another party;
- 1.5.1.2. "Fraudulent practice" is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- 1.5.1.3. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- 1.5.1.4. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 1.5.1.5. "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- 1.5.2. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

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- 1.5.3. will blacklist a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RSPN-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RSPN-financed contract;
- 1.5.4. will have the right to require that a provision be included in Bidding Documents and in contracts financed by the RSPN, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Purchaser, any organization or person appointed by the RSPN to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;
- 1.5.5. will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

#### 1.6. Exclusion of Bidders

A bidder shall be excluded from registration or prequalification and participating in a procurement procedure under the following circumstances:

- 1.6.1. He is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors; or
- 1.6.2. His business affairs are being administered by a court, judicial officer or by an appointed liquidator; or
- 1.6.3. He has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of the country of establishment; or
- 1.6.4. He has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- 1.6.5. He has not fulfilled obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
- 1.6.6. He is debarred from participation in public procurements by any competent authority as per law.
- 1.6.7. He has not fulfilled his contractual obligations with the Employer in the past.

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#### 1.7. Procurement system

- 1.7.1. Any procurement shall be followed in strict compliance to procurement rules and regulations of RSPN
- 1.7.2. Administration and Finance Division (AFD) shall be the custodian of any procurement processes and shall facilitate all the procurement proceedings in full compliance with RSPN's rules and regulations.
- 1.7.3. Any procurement deemed necessary shall be requested using the stock requisition (PPRR Form-2). Prior to submission of PPRR Form-2 to AFD for processing the procurement, all necessary approval should be sought as per the Delegation of Financial Power of the Financial and Accounting Management Manual. PPRR Form-2 shall specify the source of funding and availability status of the budget for procurement.

#### 1.7.4. Alternative Procurement arrangements

- 1.7.4.1. RSPN or Tender Committee may agree to apply procurement rules and procedures of another multilateral or bilateral agency or organization involved in the project, and may agree to such a party taking a leading role in providing implementation support and monitoring project procurement activities.
- 1.7.4.2. RSPN shall agree to apply the partners' own procurement rules and procedures when implementing the project supported by RSPN.

#### 1.7.5. Procurement Plan

- 1.7.5.1. Every Division shall prepare a procurement plan of works, goods and services in the prescribed form (**PPRR Form-1**) for each financial year or within the project period for all on-going projects.
- 1.7.5.2. Division or Department shall put up for adhoc procurement to AFD for urgent works, goods and supplies which are not part of annual procurement plan. Any adhoc procurement has to be approved by the relevant committees.
- 1.7.5.3. AFD shall prepare general procurement plan of works, goods and services submitted by each division upon finalizing the annual budget or allocated activities in the project.

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#### 2.1. Tender Committee

RSPN shall constitute a tender committee to ensure that the procedures in this procurement manual have been complied with for all levels of procurement. The tender committee of RSPN shall be composed of:

- i. Executive Director
- ii. Head of AFD
- iii. One from PDD
- iv. One from Finance and Accounts Services, AFD
- v. One from Procurement Services, AFD
- vi. In the case of work, the engineer or engineering consultant responsible for preparing technical documents.
- 2.1.1. The chairperson and member secretary shall be appointed amongst the committee members.
- 2.1.2. A minimum of 2/3 of the committee members shall be present for all tender committee meeting.

#### 2.2. Responsibilities and Power of Tender Committee

- 2.2.1 The members of tender committee shall declare confidentiality and conflict of interest (PPRR Form- 3) before convening any tender related meetings. Committee members who have an interest, directly or indirectly, with a firm or individual participating in a bidding process shall declare and not participate in the procurement proceedings of this bidding process. In such cases, officers of appropriate level may be appointed to replace the designated member.
- 2.2.2 Tender Committee shall perform the following functions but not limited to:
  - a. ensure that appropriate procedure has been properly identified and notified to the bidders;
  - b. ensure the bidders have been given sufficient and equal time and opportunity for the submission of bids;
  - c. ensure there have been no breaches of the provisions under this rule;

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d. ensure that at each stage of procurement activity, procedures specified in this rule have been followed;

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- e. review and recommend quantity deviations, variations and changes during contract implementation;
- f. function as a first tier grievance redress body for complaints related to preaward stage of procurement;
- g. function as a first tier dispute resolution body for any contractual disputes before referring the case to adjudication or arbitration;
- h. review and recommend procurement activities at any stage of procurement cycle in accordance with procedures and methods specified under this rule;
- i. comply with procedures specified in manuals, guidelines and circulars/notices issued by RSPN;
- j. participating members of the tender committee and the approving authority shall be responsible and accountable for all the decisions taken under this rule.
- 2.2.3 Proper minutes and records of the deliberations and decisions of the Tender Committee and the reason for any decision or action shall be maintained.
- 2.2.4 The committee shall open and evaluate the bid in an appropriate manner (use bid opening check list PPRR Form 8 & procurement checklist, PPRR Form -9).
- 2.2.5 The committee without disclosing their names may seek clarification of bids to assist the examination and evaluation but shall ensure that no change in prices or substance of the bids are sought, offered, or permitted;
- 2.2.6 No member of a Tender Committee shall communicate any information on the bid proceedings to any outside party.
- 2.2.7 For the completion of their tasks, members of the tender committee shall complete and sign the Procurement Check list (PPRR Form 9).
- 2.2.8 The committee shall make a presentation of the evaluation results (where necessary) to the approving authority to examine the evaluation and decide for award of contract.
- 2.2.9 The committee shall carry out any other responsibilities and powers delegated by the management or competent authority.

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2.6.2 In case ED is not a member of the tender committee, the Executive Director (ED) shall approve procurement of goods, services and works.

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#### CHAPTER-III: PROCUREMENT THRESHOLDS, METHODS AND PROCESSES

#### 3.1. Procurement Thresholds

**3.1.1. Thresholds**: Following thresholds (estimated value inclusive of all applicable taxes and duties) shall be used in determining different methods of procurement

Type Open		Limited	Limited Enquiry	Direct contract
	Tender/Bidding	Tender/Bidding		
Works	Above Nu. 1,000,000	Above Nu. 300,000 up to Nu. 1,000,000	Up to Nu. 300,000	Up to Nu. 200,000
Goods & Services	Above Nu. 300,000	Above Nu. 200,000 up to Nu. 300,000	Up to Nu. 200,000	Up to Nu.

3.1.2. Revision of Threshold value: The threshold values shall be reviewed and revised from time to time based on the relation to the consumer price index.

#### 3.1.3. Application of Threshold values

- 3.1.3.1. Procurement of laptops or office-use equipment from normal operating budget is limited to Nu. 150,000; however, there shall not be cost limits for purchase of laptops or equipment from project budgets. Such procurement both from operating budget and project budget must be procured following RSPN procurement rules and regulations.
- 3.1.3.3. Procurement of works, supplies or services (of same item or nature) shall not be split or based on unusual or peculiar methods of calculation with the purpose of avoiding the application of particular methods prescribed under this rules.

# 3.2. Procurement Methods

The public procurement shall be processed in one of the following methods:

- a) Open Tender/Bidding method
- b) Limited Tender/Bidding method
- c) Limited enquiry method
- d) Direct contracting method
- e) Framework contracting method
- f) Direct purchase from foreign country

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#### 3.2.1. Open bidding method

- 3.2.1.1. RSPN shall use this method when the estimated value of works, goods or services are within the open limited threshold.
- 3.2.1.2. Under this method, RSPN shall announce in the mass media and/or upload on the in RSPN Website. The bidder shall be given an equal opportunity of submitting the bids for works, goods and services.
- 3.2.1.3. In the event of only one bidder bids for the call, tender committee may conduct market research and analysis for particular goods, services and works, and decide to either negotiate and award or re-tender.
- 3.2.1.4. In the case of re-tendering, the time extension by minimum of 14 days shall be provided.

## 3.2.2. Limited Tender/Bidding method

- 3.2.2.1. RSPN shall use this method in the following circumstances:
- 3.2.2.2. The estimated value of works, goods or services to be tendered is within the threshold of limited bidding method.
- 3.2.2.3. Under this method, invitation for bids shall be sent to at least five potential bidders.
- 3.2.2.4. The potential bidders shall be decided by the Tender Committee based on past experience, or proper market research of the firms. However, bids submitted by suppliers or contractors who were not invited may also be considered. AFD shall submit a list of potential firms for works, supplies and services.
- 3.2.2.5. In case of re-tender, following Open Bidding, the time limit applicable for Limited Bidding shall be observed.
- 3.2.2.6. If at least three bids are received, the bid prices offered by the responsive bidders shall be compared for arriving at the lowest evaluated bid.

#### 3.2.3. Limited enquiry method

- 3.2.3.1. This method of procurement shall be used in the following circumstances:
  - a. The value of estimated work or goods does not exceed the threshold values prescribed for this method of procurement;

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- b. In the absence of at least three bidders responding to limited tender/bidding.
- 3.2.3.2. In case of re-tender, following Limited Bidding, the time limit applicable for Limited Enquiry shall be observed.
- 3.2.3.3. RSPN shall send invitation to at least three potential bidders. However, bids submitted by suppliers or contractors who were not invited may also be considered.
- 3.2.3.4. If at least three bids/quotes are received, the bid prices offered by the responsive bidders shall be compared for arriving at the lowest evaluated bid.

# 3.2.4. Direct contracting method

- 3.2.4.1. This Method shall also be applied to the following circumstances:
  - a. In case of purchases up to a maximum of Nu. 100,000 for the purpose of the day to day administration;
  - b. In the absence of three bidders following the application of limited enquiry method, provided the terms of bidding documents have not changed.
  - c. Where, for technical reasons or for reasons connected with the protection of industrial property rights, the contract may be executed by only one supplier or contractor, provided that there is no suitable substitute;
  - d. In the case of additional supplies which are intended as a partial replacement, for repair of equipment, and supplies in continuation of an existing procurement contract where a change of supplier would oblige RSPN to acquire material having different technical characteristics which would result in incompatibility or technical difficulty in operation and maintenance or disproportionate additional cost;
  - c. In the case of additional works and supplies provided that the value of the additional work and supplies does not exceed twenty percent (20%) of the original contract amount, or the maximum threshold value for the use of Limited Tender, whichever is lower. Additional works or supplies exceeding twenty percent (20%) of the initial contract price and subject to availability of budget within the same program, special approval must be sought from the competent authority.
  - d. In the case of extreme urgency.

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e. In branch offices in remote areas where potential bidders were not available after limited enquiry and estimated value of works does not exceed Nu. 100,000.

#### 3.2.4.3. In this method:

- a. A quotation shall be invited from either one, or where possible, more suppliers or contractors indicating the specifications sought and terms and conditions of supply;
- b. A time limit as deemed necessary may be given to the bidders to prepare and submit their bids as per mutual agreement.
- c. The offer/s which comply with the specifications, terms and conditions shall be considered to determine whether the price is consistent with the current market prices;
- d. Negotiations to bring down the prices may be carried out if the prices offered are deemed to be excessive or substantially in excess of the prevailing market prices.

#### 3.2.5. Framework contracting method

- 3.2.5.1. This method of procurement shall be used for supply of goods that are to be used over a period of one financial year, such as purchase of office supplies and stationeries.
- 3.2.5.2. In this method the supplier shall agree on terms and conditions and in particular, the price.
- 3.2.5.3. Supplies may be ordered under the contract at different intervals depending on the needs of the procuring agency without a requirement of further competitive bidding.
- 3.2.5.4. Under this method, RSPN shall announce the quotation calls annually, through mass media and/or upload in the website.
- 3.2.5.5. For the purpose of determining the bid security and performance security under this method, total estimated annual value for all the supplies shall be considered.

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# 3.2.6. Direct Purchase from foreign country

- 3.2.6.1. This method of procurement shall be used only with the prior approval of ED and the tender committee, to purchase special equipments from a foreign country. In such cases, RSPN shall be guided by the Foreign Exchange Rules and Regulations issued by the Royal Monetary Authority.
- 3.2.6.2. Ex-country travel shall not be made explicitly for this kind of procurement; such purchases shall be made only during travel of RSPN officials for training, workshop or conference, without incurring extra expenses for the purchase.

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#### 4.1. General

- 4.1.1. It is essential that as far as practicable all public procurements be conducted through an open and fair competitive bidding process.
- 4.1.2. RSPN shall prepare standard bidding documents (SBD) (Annexure-1) specific to the goods, works or services to be procured and apply to all methods of procurement. The applicable standard bidding documents shall be used with minimum changes as necessary to address project specific conditions. Reasons for changes, if any, shall be recorded and seek approval from the Executive Director.
- 4.1.3. The rights and obligations of RSPN and the provider of goods, works, and services for the procurement activities are governed by the bidding documents, and the contracts signed by RSPN with the providers of goods, works, and services and not by this Procurement & Property Rules and Regulations.
- 4.1.4. RSPN shall ensure that Technical and Administrative sanction are obtained and funds secured for works, goods services prior to;
  - 4.1.4.1. Tendering or award of additional works;
  - 4.1.4.2. Adopting any deviations from the approved drawings, designs and specifications.
- 4.2. Invitation for Bids: depending on the methods chosen for procurement, invitations for bids shall be notified to the bidders as follows:
- 4.2.1. In the Open Tender Bidding and Framework Contracting Method, notification for invitation of bids shall be published in the mass media, and through RSPN website.
- 4.2.2. In Limited Bidding, the invitations shall be sent by registered post or any other means of delivery, as long as it is ensured that the documents are dispatched at the same time to potential bidders selected by RSPN. Notice shall not be given to one potential bidder in advance of notification to others.
- 4.2.3. In the Limited enquiry or Direct Contracting methods, RSPN may directly approach the bidder/s from whom it intends to solicit quotations.
- 4.2.4. The notification shall contain the following information:
  - 1. Name of the procuring agency, RSPN
  - 2. A summary of the assignment under bid
  - 3. Period of execution of assignment

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- 4. Address for obtaining bidding documents, further clarification and submission of bids
- 5. Cost of bidding documents where applicable
- 6. Procedural requirements
- 7. Final date and time for submission of bids

#### 4.3. Minimum Time Limits of Submission of Bids

4.3.1. The time limits for submission of bids shall be reasonable, taking into account the nature of goods, services or works to be procured, including the time necessary for site visits where appropriate, and give adequate and equal time for all bidders to prepare their bids. The following minimum time limits shall be observed:

Minimum Time	Open	Limited	Limited	Direct
Limits from the day	Bidding/	Bidding	Enquiry	Contracting
the documents are	Framework			A-11723
made available	20 days	14 days	5 days	by mutual
				agreement

- 4.3.2. The Tender Committee shall provide for longer or shorter duration for submission of bids depending upon the estimated time it would take by the bidders to prepare their bids, or urgency of the RSPN.
- 4.3.3. RSPN shall upload the standard bidding documents in the website for Open bidding and Framework. If the documents are not available in the website, then RSPN shall ensure the availability of documents during working hours for the entire period of sale of the documents.
- 4.3.4. Except for urgent procurement falling within the limited enquiry or direct contracting methods (and with approval from ED), minimum time limits shall be followed for all level of procurement.

#### 4.4. Eligibility of Bidders

- 4.4.1. The Procuring agency shall ensure that:
- 4.4.1.1. A bidder, (including all members of a joint venture/partnership and all subcontractors of the bidder) is not affiliated with a firm or entity which has:
  - a. Provided consulting services during the preparatory stages of the assignment or of the project of which the assignment forms a part, or

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- 4.9.2. Bid security shall be submitted in one of the following forms:
  - 1. Unconditional Guarantee issued by a reputed Financial Institution acceptable to RSPN in the form provided in the bidding documents or any other form satisfactory to RSPN;.
  - 2. Demand draft
  - 3. Cash warrant
  - Electronic payment
- 4.9.3. Unconditional bank guarantee should be valid for 30 days beyond the validity of bid.
- 4.9.4. The bid security of unsuccessful bidders shall be returned at the earliest, upon award of the contract to the successful bidder, but in any event not later than thirty 30 days after the expiration of the bid validity
- 4.9.5. The bid security of successful bidders shall be returned upon signing the contract and furnishing the performance security where it is prescribed.
- 4.9.6. Bid security shall not be required in case of limited enquiry and direct contracting.

# 4.10. Performance Security (PS)

- 4.10.1. RSPN shall require the successful Bidder to submit a Performance Security, within fifteen 15 working days after the issuance of award letter, but always before the signing of the contract. PS is applicable to opening bidding, limited bidding and contractual framework.
- 4.10.2. The amount of Performance security shall be 10% of the contract amount.
- 4.10.3. The PS shall be in any one of the following forms:
  - 1. Unconditional Guarantee issued by a reputed Financial Institution acceptable to RSPN in the form provided in the bidding documents or any other form satisfactory to RSPN;
  - 2. Cash warrant
  - 3. Demand draft
  - 4. Electronic payment
- 4.10.4. The PS shall be disbursed within 14 days of completion of assignments/handing taking of the assignment.

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# 4.11. Retention Money/Security Deposit

- 4.11.1. In case of works, RSPN shall retain 10% of the contract amount as retention money/security deposit till the end of the Defects Liability period and interest on the retention money shall not be levied.
- 4.11.2. The defects liability period for the contractor shall be minimum of twelve (12) months. RSPN shall retain the amounts till the end of the Defects Liability Period.
- 4.11.3. The retention money shall be deducted from the final payment.
- 4.11.4. If the contractor fails to remedy the defects, if any, within the defect liability period, RSPN shall utilize the retention money to remedy the defects in the works.
- 4.11.5. Subject to the provisions under clause 4.11.4, the Retention Money or the balance of it shall be discharged and returned to the contractor within 14 days of the issue of the No Defects Liability Certificate.

#### 4.12. Advances to contractors

#### 4.12.1. Mobilization Advance

- 4.12.1.1. RSPN shall provide interest free mobilization advance of 10% of the contract amount upon furnishing of unconditional bank guarantee of equal amount by the contractor.
- 4.12.1.2. The bank guarantee shall remain valid till the advance is recovered in full.
- 4.12.1.3. Mobilization shall be recovered from the running account bill of a contractor in such a way that it is recovered in full when 80% of the contract price is certified for payment.

# 4.12.2. Secured Advance/Material Advance

- 4.12.2.1. RSPN may provide for payment of secured advance of 75% of the construction materials brought on site by the contractor for the work.
- 4.12.2.2. The secured advance shall be recovered from the running accounts bill payments in the months in which these materials are used in the works.

#### 4.12.3. Advances to supplier contracts

4.12.3.1. An interest free advance of 10% may be considered to supplier for supply of goods.

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# 4.12.4. Advances to service contracts

4.12.4.1. In case of service contracts an interest free advance of 10% may be provided. The advance shall be recovered from the payment certified.

#### 4.12.5. Bidding Documents

- 4.12.5.1. The purpose of the bidding documents is to enable bidders to arrive at an informed decision on whether to submit a bid, and to enable bidders to prepare responsive bids. These documents shall explain in detail the requirements of the purchaser or employer regarding the assignment under bid, the instructions and conditions of bidding and the provisions of the proposed contract.
- 4.12.5.2. RSPN shall use standard bidding documents (**Annex-1**) which shall at least include the following components:
  - i. Invitation for bids
  - ii. Bidding instructions
  - iii.Bid form and price schedules
  - iv. Form of contract and contract conditions the sample of the contract agreement.
  - v. Specification/scope of works technical description of goods, services or works under the bid.
- 4.12.5.3. In addition to Standard Bidding Documents (SBD's) RSPN shall also integrate green criteria's in its bidding documents while preparing the bid (See Annex -II Green Criteria for Goods and Annex- III Criteria for Green Buildings)
- 4.12.5.4. Evaluation Criteria and weightage shall be assigned by the RSPN based on the nature of works/goods/services to be procured. Appropriate weightage may be allocated to some/all the factors below to ensure best quality of procurement needs at acceptable prices.
  - a) Price
  - b) Quality
  - c) Conformance to specifications
  - d) Oualifications
  - e) Experience
  - f) Proposal
  - g) Any other factors that may be relevant.

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#### 4.13. Processing Bids

#### 4.13.1. Transparency of Process

- 4.13.1.1. In accordance with the principle that public procurements shall be fair to all potential eligible bidders, the receiving, opening and recording of bids shall be carried out in a manner that ensures and reflects complete transparency and integrity.
- 4.13.1.2. It shall be the responsibility of the Tender Committee to ensure that bids received prior to the time and date specified in the bidding documents are opened at the time, date and place of opening stipulated in the bidding documents.

#### 4.13.2. Receipt of bids

- 4.13.2.1. Bids shall be received up to the date and the time mentioned in the bidding documents or in the notification inviting bids.
- 4.13.2.2. The date and time of the receipt of bids shall be recorded in a bid register. The bid received shall be kept confidential, secured under lock and key.

# 4.13.3. Bid opening

- 4.13.3.1. The tender committee shall open the bid on date and time stipulated in the standard bidding document (use bid opening check list PPRR Form 8 & Records of Bid Opening PPRR Form 5).
- 4.13.3.2. The bids shall be arranged so that the original and the copy/copies of the bid documents are kept together.
- 4.13.3.3. The bids shall be opened following standard bid opening procedures. Bids submitted with tampered sealings shall be rejected right away and re-submission of the same shall not be allowed.
- 4.13.3.4. Bidders or their authorized representatives shall be allowed to attend the bid opening (Bidders opening attendance, RSPN PPRR Form-6). However, they shall not be allowed to approach any member of the tender committee.
- 4.13.3.5. Sealed covers of all bids must be signed to authenticate that the sealings are not tampered. After which, the bid shall be opened and the bill of quantities, price schedules, bid securities, and any other important documents checked and evaluated.

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4.13.3.6. During the opening, bid shall be rejected only if the bid security is not in accordance with the instruction to bidders, and non-submission of complete bid forms.

#### 4.13.4. Bid Evaluation

4.13.4.1. Evaluation of bids shall be strictly in accordance to the evaluation criteria provided in the bidding documents.

#### 4.13.5. Evaluation Criteria

- 4.13.5.1. The price offered by a bidder shall be only one of the criteria for evaluation of bids.
- 4.13.5.2. In addition to the price, the evaluation criteria shall include criteria from the following non-exclusive list, as appropriate and laid down in the Standard Bidding Documents (SBDs). Such criteria shall be expressed in monetary value where applicable.
- 4.13.5.3. Goods of Bhutanese origin will be given preferential treatment. Where two or more tenders are equivalent in the light of evaluation methods and factors set out in 4.14.3, preference shall be given to the bid offering goods of Bhutanese origin provided that the price difference does not exceed fifteen percent (15%). Use of preferences shall be indicated in the bidding documents. Similarly, a fifteen percent (15%) margin of preference may be given to the National bidders in case of works.
- 4.13.5.4. RSPN shall use the green award criteria for procurement of goods (Annex- II)) in addition to the above criteria's (RSPN PPRR 1: Green award criteria for procurement of goods.

#### 4.13.6. Abnormally low bid or front-loaded bids

4.13.6.1. Where the RSPN identifies the bid submitted by the bidder is abnormally low or seriously imbalanced bid, RSPN shall seek written justifications or clarifications from the bidder including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities, and any other requirements of the request for bidding document.

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4.13.6.2. If RSPN decides to accept the abnormally low or seriously unbalance bid after considering the detailed price analysis, RSPN shall increase the performance security from Ten Percent (10%) up to maximum of thirty percent (30%) of the initial total contract price.

#### 4.13.7. Rejection of bids

- 4.13.7.1. RSPN may reject the bids under any or all circumstances as given below:
  - a. A bid found not responsive as specified in the SBD.
  - b. If the bid prices are found substantially exceeding the RSPN's allocated or estimated budget; Any or some bid documents are found tampered, conflict of interest, fraud and corruptly submitted. The price analysis submitted for the abnormally low bid is not acceptable to the RSPN.
- 4.13.8. Action following rejection of bids
- 4.13.8.1. Following the rejection of the bids, RSPN may, proceed with a fresh bidding following the same bidding method or following an alternate method prescribed under this rules and regulation.

#### 4.13.9. Standstill period

- 4.13.9.1. The issuance of Letter of Intent which precedes the award letter is information to the intended winning bidder and other unsuccessful bidders who participated in the bid, on the outcome of the procurement process.
- 4.13.9.2. RSPN shall issue the letter of intent to award the contract to successful bidder. Copies of such notification shall also be sent to unsuccessful bidders.
- 4.13.9.3. RSPN shall observe 10 (ten) working days of standstill period from the date of issuance of letter of intent to award the contract. This period shall allow the bidders to lodge any complain if aggrieved by the decision of the tender committee.
- 4.13.9.4. Standstill period may not be observed for limited enquiry and direct contracting methods, for the services such as rendering tea and snacks, refreshments, working lunch and working dinners.

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# 4.14. Debriefing

- 4.14.1.1. After issuing the letter of intent to award, RSPN shall provide debriefing to the unsuccessful bidders if the bidder desires to know the grounds on which his bid was not selected. An unsuccessful Bidder shall within ten (10) working days (standstill period) make a written request to RSPN for a debriefing. RSPN shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. Where a request for debriefing is received within the deadline, RSPN shall provide a debriefing within five (5) working days.
- 4.14.1.2. RSPN shall discuss only such bid and not the bids of other competitors. The debriefing shall not include:
  - a. point-by-point comparisons with another bid; and
  - b. Information that is confidential or commercially sensitive to other bidders.

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# CHAPTER -V: AWARD OF CONTRACTS AND ELEMENTS OF CONTRACT

#### 5.1. Award of the contract

- 5.1.1. At the end of the Standstill Period, if the procuring agency has not received any complaint from an aggrieved bidder, or after successful resolution of complaint, if any, RSPN shall proceed to award the contract.
- 5.1.2. The best evaluated bidders, evaluated based on the evaluation criteria, shall be awarded the contract.
- 5.1.3. RPSN shall notify the award of the contract in writing to all the bidders. The notification shall include:
  - a. The name of winning bidder
  - b. The price to be paid for the goods, works or services

#### 5.2. Conclusion of Contract

- 5.2.1. Following the award of the contract, the RSPN and the winning bidders shall enter into written contract binding on both parties (**Contract agreement, Form- 3**), which shall be compatible with the applicable laws of the country. Such agreement shall not be applied for limited enquiry and direct contracting methods.
- 5.2.2. The contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.
- 5.2.3. In case the selected bidder fails to sign the contract agreement within the deadline specified in the award letter, it shall lead to cancellation of the award and forfeiture of bid security of the selected bidder.

#### 5.3. Contract Form and Conditions

- 5.3.1. A sample form shall be a part of the bidding document.
- 5.3.2. The rights and obligations of the supplier/contractor and the conditions under which the contract shall be executed shall form an integral part of the contract agreement.
- 5.3.3. Any specific terms and conditions, other than general terms and conditions, peculiar to that particular contract shall be clearly written in the contract agreement.

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# 5.4. Important Conditions of the contract

- 5.4.1. RSPN shall ensure that following important conditions of the contract are included in the contract:
  - a. Price and methods of payment
  - b. Period and place of performance/Delivery
  - c. Scope, quantity and quality of work, goods and services
  - d. Liquidated damages: The liquidated damages for works, goods and services are set between 0.05 percent and 0.1 percent per day of delay, of the total contract price and the total deducted amount should not exceed ten percent (10%) of the initial contract price.
    - a. Provisions related to performance security and advances
    - b. Variation in quantities
    - c. Time extension: In the event the respective firms fails to complete the assigned tasks within the stipulated timeframe, the respective firms may request for time extension not more than three months.
    - d. Termination: In the event the contractor fails to complete the assignment after the period of liquidated damage, the contract shall be terminated. Payment to the terminated contractor shall be based on the value of work done and materials ordered or available.
    - e. Dispute Resolution: Follow the RSPN Whistle Blower Policy for dispute resolution.

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# CHAPTER -VI: PROCUREMENT OF CONSULTANT'S SERVICES AND CONSORTIUM OF EXPERT

#### 6.1 Consultancy services

- 6.1.1 Consultancy services shall be preferred where the work requires the services of consulting firms or individual consultants.
- 6.1.2 RSPN management shall ensure that the best consultants capable of providing quality services at competitive prices are sourced and every effort shall be made in encouraging national consultants.
- 6.1.3 RSPN management shall decide on the methods of selecting the consultants in reference to the nature and scope of the assignment, cost, competencies of consulting firms/ individuals, duration of the assignment, volume of the assignment etc.
- 6.1.4 The contract between RSPN and consulting firm/individual consultant shall include, amongst others, provisions regarding payments, advances, securities, price adjustments consultant's contribution etc.

# 6.2 Methods of selecting consultants

#### 6.2.1 Quality and cost based selection (QCBS)

- 6.2.1.1 This method shall be preferred to other selection methods.
- 6.2.1.2 RSPN shall be responsible for preparing a clear term of reference (TOR) and cost estimates. RSPN may avail professional services in preparing TOR and budget estimates. However, consulting agencies should be encouraged to comment on the TOR in their proposals
- 6.2.1.3 Expression of interest from the consulting firms shall be obtained by advertising through national media and/ website. Based on the nature of the consultancy, advertising may be done through international newspaper and journals.
- 6.2.1.4 The deadline of submission of proposals shall be determined by RSPN management.
- 6.2.1.5 Same category of firms possessing similar capacity shall be placed under same group for the purpose of a short listing.
- 6.2.1.6 RSPN may develop its request for proposal (RFP) based on the requirements of the task/assignment.
- 6.2.1.7 Any clarification about the proposal shall be made available in writing to all shortlisted firms.

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- 6.2.1.8 Tender committee shall ensure that the financial evaluation is carried out after the technical evaluation and also ensure that the evaluation is carried out in full conformity with the provisions of the RFP.
- 6.2.1.9 Tender committee shall consider consultants' relevant experience, proposed methodology, and qualification of firm's staff, amongst others. Each criterion shall be marked and weighed for scores. The RFP must contain the proposed weights.
- 6.2.1.10 The financial proposals of those firms identified as nonresponsive during technical evaluation shall be returned unopened to them.
- 6.2.1.11 The financial proposals of the qualified firms shall be opened on the date, time and location as communicated to them.
- 6.2.1.12 The firm obtaining the highest scores after combination of cost and quality scores will be invited for negotiations. The tender committee must follow the weights of cost and quality as per the weights proposed in the RFP.
- 6.2.1.13 If the negotiation with the best evaluated bidder fails to result in an acceptable contract, RSPN shall terminate the negotiation and invite the next ranked bidder for negotiation.
- 6.2.1.14 The tender committee shall ensure that the minutes of evaluation and negotiations are properly maintained.

# 6.2.2 Fixed Budget Selection (FBS)

- 6.2.3 RSPN shall opt for this method if the task is simple and can be precisely defined with a fixed budget provision.
- 6.2.4 The RFP shall clearly indicate the available budget and request the firms to strictly adhere to the budget limit.
- 6.2.5 The procedures laid down in provisions under 6.2.1 shall be followed for procurement process.

#### 6.3 Least Cost Selection (LCS)

- 6.3.1 This method of selecting firms shall be carried out where the practice and standard exists for a specified assignment/ task.
- 6.3.2 All the procedures specified under provision 6.2 shall be followed in selecting consulting firms.

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6.3.3 Minimum qualifying marks should be established for the technical evaluation and should be clearly stated in the RFP.

# 6.4 Selection based on consultant's qualification

- 6.4.1 This method shall be used where the assignment is simple and preparing and evaluation of proposal is not justified.
- 6.4.2 Under this method, the consulting firms are asked to submit their expression of interest, short list and select the firm.
- 6.4.3 The selected firm shall submit its financial and technical proposals for negotiation and award of contract.

#### 6.5 Single source selection

- 6.5.1 RSPN shall not prefer this method and as far as possible must avoid this method.
- 6.5.2 This method shall be used where the assignment is a continuation of ongoing work or related to a natural disaster/emergency or only one firm has required expertise.

#### 6.6 Independent individual consultant selection

- 6.6.1 This method shall be applied for selection of individual consultants where the assignment does not demand a team of personnel and the qualifications and experience of individuals are critical.
- 6.6.2 Under this method, either the individuals are approached by RSPN or the individual consultants directly contact RSPN showing their interest.
- 6.6.3 The selection shall be carried out by comparing the qualifications and experience. If necessary, the selection criteria shall include knowledge of local language, culture, local governance system etc.
- 6.6.4 Individual consultants may be selected on single source selection basis where the assignment is a continuation of ongoing work or related to a natural disaster/ emergency or total expected duration of the assignment is less than 6 months or the individual consultant is the only qualified individual for a particular assignment.

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# 6.7 Important provisions of the contract

RSPN shall include following provisions in the contract signed with the consultant:

# 6.7.1 Payment provision

- 7.7.1.1. The amount to paid, schedules of payments and payment procedures shall be included in this provision in the contract.
- 7.7.1.2. Payment of advance (normally 10% of the contract amount) shall be backed by a bank guarantee.

## 6.7.2 Price Adjustments

- 6.7.2.1. Mode of Price adjustments due to exchange rate fluctuations or local inflation, if acceptable to the management, shall be included in the contract.
- 6.7.2.2. However, price adjustments for consultancy services whose duration is expected to be less than 12 months shall not be accepted.

#### 6.7.3 RSPN's Contribution

- 6.7.3.1.1. If RSPN intends to assign its professionals or facilities to the assignment, the contract can contain details of the assignment.
- 6.7.3.1.2. The contract shall contain the amount of compensation to the consultants if such professionals and facilities are withdrawn by RSPN during the assignment.

# 6.7.4. Consortium of Experts Services

- 6.7.4.1. RSPN management shall decide to award certain specialized nature of work to its consortium experts following the Guidelines for Consortium of Experts.
- 6.7.4.2. Consortium of experts shall work independently without interference of RSPN's management and all the assignments shall be guided by terms and conditions in the agreement.
- 6.7.4.3. Consortium of experts shall refrain from engaging RSPN's staff in their work partly or in full other than for consultation or discussion. In case, Consortium Experts require engaging RSPN staff for their assigned work shall be specifically prescribed in the agreement.
- 6.7.4.4. Refer the Guideline for Consortium of Experts, for detail.

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#### CHAPTER -VII: PROCUREMENT GRIEVANCE MECHANISM

#### 7.1. Procurement Grievance Mechanism

- 7.1.1. If the supplier, contractor or service provider have any complaints due to breach of provision in the contract by RSPN, such complaint shall be made in writing to ED within 15 days of becoming aware of circumstances giving rise to the complaint.
- 7.1.2. RSPN shall address the grievances as per the RSPN Complaint and Grievance Redress Mechanism.
- 7.1.3. If the complainant is not satisfied with the decision taken by RSPN management, the complainant may appeal to the court of law.

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# 8.1. Purpose

8.1.1. The purpose of this property regulation is to set forth the regulations and procedures governing the control and reporting of properties of RSPN. It is intended to assist personnel in implementing and maintaining an effective property control policies and procedures to safeguard against misuse, theft, and damage of properties of RSPN.

#### 8.2. Scope

- **8.2.1.** The property regulations shall be used for management of the following properties of RSPN:
  - 1. Materials used in day to day running of the organization
  - 2. Furniture, Equipment and Machinery
  - 3. Land and Building
  - 4. Vehicle
  - 5. Others not specified

# 8.3. Custody of properties

8.3.1. The Administration/HR Division is responsible for the custody and control of properties of RSPN. However, when the property is issued to the staff, the staff concerned shall be responsible for the proper custody of the property.

# 8.4. Acquisition of Property

- 8.4.1. Acquisition of any property shall be made only if there is approved budget. Any acquisition of property shall be as per the provision laid down in the RSPN Procurement & Property Rules and Regulations 2022.
- 8.4.2. Purchase of Vehicles need not follow RSPN PPRR 2022: Vehicles may be purchased directly from the dealer of the vehicle concerned. Due procedures prescribed by the Ministry of Finance and Road Safety and Transport Authority (RSTA) shall be followed.
- 8.4.3. Properties received in the form of in kind from the donors shall be properly recorded in the property (Fixed Asset) register maintained with the Administration/HR Division.

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- 8.4.4. Any property whether acquired through purchase, transfer, construction, or grant shall be accepted only after thorough examination by technically competent personnel to ensure that quantity, quality and other specifications have been complied with.
- 8.4.5. The acquisition of materials for day to day office use shall be recorded in the Stock Register (PPRR Form-10); the acquisition of other fixed assets such as furniture, office & electronic equipment, machinery, land, and building shall be recorded in Fixed Asset Register (PPRR Form -11)

#### 8.5. Issue of Property

- 8.5.1. Request for property shall be submitted in "stock requisition form" (PPRR Form- 2) to the Administration Division with verification from concerned Head of the Division/Department.
- 8.5.2. In order to keep accurate record of the property, the issue of property to anyone shall be recorded accurately and immediately.
- 8.5.3. The issue of expensive properties such as audiovisual equipment, Furniture, etc. shall be issued only against prior approval of the ED.
- **8.5.4.** The Administration/HR Division shall prepare Property Issue Note (PPRR Form-12) to record the issue of properties, which shall be signed by the receiver of the property.

#### 8.6. Ownership of the property

- 8.6.1. The ownership of the laptop(s) shall rest with the person in whose name the laptop is being procured, provided 25% of the total cost is born by the official.
- 8.6.2. The laptop must be used for all official works and the minimum life of the laptop is 5 years. Any change of laptop within the period of 5 years from the initial procurement must be at the cost of the official using the laptop.
- 8.6.3. Any official procuring new laptop after completing 5 years' initial term may do so if the previous laptop is unusable or not properly functioning to qualify for buying another laptop.
- 8.6.4. Any maintenance of the laptop within the stipulated time must be at the cost of the bearer of the laptop.
- 8.6.5. The system is applicable to any staff who has paid 25% of the cost of the laptop which shall be recovered from the respective official within 6 months from the purchase of the laptop.

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8.6.6. In the event the concerned officials who resigns before the completion of 5 years of minimum life of laptop, wishes to own the laptop, the concerned may own it after paying for the laptop based on standing depreciation rate (Financial Rules and Regulations)

### 8.7. Utilization of Property

- 8.7.1. All RSPN properties shall be used only for the purpose for which they were acquired and issued. The staff in custody of property shall ensure that the properties are safeguarded from loss, misuse, and unauthorized disposal.
- 8.7.2. The property issued to staff shall be returned to the custody of Administration/HR Division when the property is not needed to ensure that the property can be issued to staff that need it.
- 8.7.3. Routine maintenance of properties shall be carried out from time to time to enhance the utility or life of the asset.
- **8.7.4.** The ED shall ensure that the properties of RSPN are used prudently. It shall be ensured that unnecessary expenditure is not incurred in the utilization of properties

### 8.8. Transfer of Properties

- 8.8.1. Transfer of property from RSPN head office to the branch offices shall be approved by ED. Transfer of property from one branch office to another branch office shall be based on approval of branch in-charges, with due notification of the transfer to the head office.
- 8.8.2. Property Transfer Note (PPRR Form-13) shall be used to record the transfer of property from one RSPN office to another office.
- **8.8.3.** The record of the transfer shall be entered in the Fixed Asset Register or the Stock Register, whichever is applicable.
- **8.8.4.** When property is transferred from one RSPN staff to another, such transfer shall be recorded in the register and new Property Issue Note shall be issue to the new recipient.

### 8.9. Disposal of Properties

8.9.1. The staff shall surrender the property to Administration/HR Division if the property is unserviceable, excess and with other reasons (PPRR Form- 14)

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- 8.9.2. The Administration/HR Division shall be responsible for the disposal of properties that are declared surplus, obsolete or not usable.
- 8.9.3. The administration shall obtain approval from the Management for the disposal of properties.
- 8.9.4. Disposal of all RSPN properties shall be carried out through public auctions (in-house or open) unless otherwise stipulated by the management.
- 8.9.5. Fixing of Reserve Price of Properties to be disposed of through public auctions or valuation of properties to be disposed of, otherwise shall be done by the management.
- 8.9.6. Property records of disposal should be maintained by AFD.

### 8.10. Conducting Physical Inventory of Properties

- 8.10.1. Physical inventory of Furniture, Equipment and Machinery shall be carried out once in a year by the Administration/HR Division.
- 8.10.2. The physical inventory and the record of in the Fixed Asset Register have to be reconciled.
- 8.10.3. If any property is missing or damage, it shall be immediately reported to the Management, and proper accountability shall be fixed to the person responsible for the custody of the property.
- 8.10.4. The Management shall take appropriate actions before the write off of the missing properties, if there are any.

### STANDARD BIDDING DOCUMENT

Procurement of Goods, Works and Services



### **Royal Society for Protection of Nature**

Year

(RSPN Letter head)

Date:

### **Invitation for Quotation (IFQ)**

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Dear Sir/ Madam,

1. RSPN is inviting to submit your priced bid for the work/supply/service of the attached details. [Detailed specifications and required quantities are attached]

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2. The bidder(s) must quote for all the items under this invitation. The bidder(s) shall submit the price quotation in the form of Bid. The quotation including all documents in the attached format should be sealed in an envelope as required by RSPN PPRR 2022 clause 4.7.1 and address to:

The Executive Director,

Royal Society for Protection of Nature

Building # 25

P.O Box 325,

Kawajangsa, Lhado Lam,

Thimphu.

- 3. The bid shall be delivered in-person or by registered post in sealed envelopes to the appropriate addressee and shall be marked "CONFIDENTIAL". A "sealed envelope" shall mean that:
  - 3.1. A bid shall be contained in an inner envelope sealed with adhesive or other sealant, which will prevent re-opening;
  - 3.2. The inner envelope shall be signed across the seal. The name of the bidder shall be written on the inner envelope.
  - 3.3. The inner envelope shall be placed inside an outer envelope similarly sealed. On this outer envelope, only the addressee, the words "Confidential", and any other relevant information in accordance with the bidding documents shall appear.
- 4. Alternately, in case, the bids are required to be submitted in more than one copy, the specific number of copies to be submitted shall be mentioned in the bidding documents. The bidders shall be advised in such cases to mark the outer envelope of the original document as "ORIGINAL" and the envelopes of the others as "COPY". The bid document marked as "ORIGINAL" shall be opened in presence of the bidder and retained by RSPN in safe custody. The evaluators for evaluation purpose shall use the document marked "COPY". In case of discrepancy the original copy shall be referred and in case of any dispute regarding the bid document, the original shall prevail.
- 4.1. The bids shall be complete with both the technical details as well as the financial bid and the bid shall be submitted in a single sealed envelope.

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- 5. Bids must be accompanied by a bid security or earnest money deposit which shall be returned upon signing of the agreement with successful bidder or furnishing the required Performance Security.
- 4. Quotation by fax or by electronic means are not acceptable.
- 5. The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Goods/Works/Services are an integral part of the Contract.
  - a) PRICE: all prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery. The final place of delivery is (insert final place of delivery)
  - b) EVALUATION OF QUOTATION: RSPN shall evaluate the quotation on best evaluated price under four criteria 1) Lowest bidding price 2) Quality 3) Environment/ Green Criteria 4) Social Criterion.
  - c) AWARD OF PURCHASE ORDER: the award will be made to the bidder who is offering the best evaluated price that meets the specifications. The successful bidder will sign a contract as per attached form-2 of contract and terms and conditions.
  - d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of [insert validity period] from the deadline for receipt of quotation(s).
- 6. Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the purchase order.
- 7. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
- 8. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
- 9. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply/work order form- 5.
- 10. Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim
- 11. Ninety percent (90%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. The ten (10) percent performance security shall be retained as

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security deposit and paid at the end of the warranty period or after six (6) months whichever is later after adjustment of dues if any.

Form - 1

Date:

### Schedule of Items and Priced Quotation (bid form)

[Describe below the items, unit and quantity of the goods, works and services required].

Sl.	Items (specifications of works, goods	Unit	Qty.	Unit Rate	Total
	and services)			(Nu.)	Amount
					(Nu.)
1					
2					-
	Total amount (figure and words)			1 21 2 1 2 1 2 1	

Signature, Name and address of the Supplier/Contractor/Consultant

### Documents required to be submitted as part of the Quotation

The quotation submitted by the supplier shall comprise the following:

- (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation (bid form).
- (b) A valid Trade License;
- (c) A valid Tax Clearance Certificate;
- (f) Any other requirements specified in this document

#### Terms and Conditions for the Goods/Works /Services.

The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier/Contractor/Consultant shall form any part of the Contract.

1. The Supplier/Contractor/Consultant shall be required to deposit a performance security of 10% of the quoted price in the form of cash warrant, demand draft, unconditional Bank Guarantee and electronic payment, which shall be furnished upon signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.

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- 2. The supply of the goods shall be completed within [state number] days from the date of issue of the Purchase Order, or the signing of the contract (if applicable);
- 3. Payment of the Invoice shall be arranged by the Purchaser, within thirty (30) days upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Purchase Order.
- 4. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
- 5. Any goods found defective during the warranty period shall be replaced/ repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the purchaser shall do it at the cost of the supplier.
- 6. The supplier/contractor/consultant shall pay liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the quoted price.
- 7. The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time for its convenience:
  - a. if the Supplier/Contractor/Consultant fails to perform any other Terms and conditions specified with the Purchase Order, or exceeds the maximum amount of liquidated damages.
  - b. if the Supplier/Contractor/Consultant fails to perform any other obligation(s) under the Purchase Order, or
  - c. if the Supplier/Contractor/Consultant does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
  - d. if the Supplier/Contractor/Consultant, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
- 8. The Supplier/Contractor shall provide the warranty/guarantee, as stipulated in the Quotation document. If any faults are detected within the warranty/guarantee period the Supplier/Contractor shall be bound to rectify the fault or replace the goods/works as the case may be. The security deposit shall be used to cover the cost of supplies/works not delivered or defective items/products not replaced or rectified. 9. The purchaser may procure any of the items or continue carrying works from the open market in case the supplier/contractor fails to supply the goods or conduct the

works within the stipulated time and realise the difference amount between the quoted price & market price from the security deposit.

Form- 2

### **Performance Security**

Date:

We (name of the Supplier/Contractor/Consultant) hereby depositing a sum of Nu. (figures and words) on account of performance security for the items (specify supplies/work and services), declaring that to be deducted or forfeited in case there is default or damages under the contract.

This Guarantee shall expire no later than the [insert day, month and year).

(In case of extension) We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee. [signatures of authorized representatives of the bank and the Supplier/Contractor/Consultant]

Form- 3

### **Contract Agreement**

THIS CONTRACT AGREEMENT made on [insert day, month and year] BETWEEN:

- (1) Royal Society for Protection of Nature (RSPN), hereinafter called "the Purchaser", and
- (2) [insert name of Supplier/consultant/Contractor/Parties], hereinafter called "the Supplier/Consultant/ Contractor/Party").

WHEREAS the Purchaser invited bids for certain Goods/Works/Services viz., [insert brief description of Goods/Works/Services] and has accepted a bid by the Supplier/Contractor/Consultant for the supply of those Goods/implementation of work/conduct services in the sum of [insert Contract Price in figures and words, expressed in the Contract currency].

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### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier/Contractor/Consultant, and each shall be read and construed as an integral part of the Contract, viz.:
  - (a) This Contract Agreement;
  - (b) Terms and Conditions;
  - (c) Technical Requirements (including Schedule of Supply and Technical Specifications);
  - (d) The Supplier's Bid and original Price Schedules;
  - (e) The Purchaser's Notification of Award of Contract;
  - (f) The form of Performance Security;
  - (g) [insert here any other document(s) forming part of the Contract]

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation] in the presence of [insert signature] [insert identification of official witness]

For and on behalf of the Supplier Signed:

[insert signature of authorized representative(s) of the Supplier]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert signature]

[insert identification of official witness]

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ANNEX II: GREEN CRITERIA'S FOR PROCUREMENT OF GOODS

Products	Mandatory Requirements			
Office IT equipment's:	1.Energy Efficiency			
The products under this	High Energy Efficiency Level (minimum level B on the			
category consists of PC's and	energy efficiency labe	el) for IT equipme	ent's.	
note book computers (including	Suggested Labels for	Suggested Labels for energy efficiency:		
key boards, displays and graphic	a. EPEAT	a. EPEAT		
processing units supplied with a	b. TCO Certified	b. TCO Certified		
computer) and monitors.	c. Energy Star			
	d. Blue Angel			
	Nordic Ecolabels			
	2.Monitor Backlight	S		
	Monitor backlights m	nust not contain n	nore than 3.5 mg of	
	mercury			
Indoor Lighting	1.Type of Lamp			
	The lamps may of any type (compact fluorescents [CFLs],			
	tubular fluorescents, circular, LED, discharge, tungsten			
	halogen, etc.) other than incandescent filament			
	Minimum performance	ce requirement fo	r CFLs:	
	Minimum lam	p life:6000 hours	3	
	Minimum efficacy	(lumens/W) m	atching the lamp	
	configuration and lan	np power (W) as f	follows:	
	Lamp	Lamp Power	Minimum	
	configuration	Rating	Efficacy	
		(Watts)	(Lumen/W)	
	Bare lamp	Less than 15	More than or	
			equal to 45	
		More than or	More than or	
	equal to 15 equal to 60			
	Covered lamp	Less than 15	More than or	
	without reflector		equal to 40	
		Less than or	More than or	

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	equal to 15 but	equal to 48
	less than 19	
	More than or	More than or
	equal to 19 but	equal to 50
	less than 25	
	More than or	More than or
	equal to 25	equal to 55
Lamp with	Less than 20	More than or
reflector		equal to 33
	More than or	More than or
	equal to 20	equal to 40

### Suggested Labels for energy efficiency:

- Energy Star
- EU Energy Star Efficiency Label

### 2. Mercury Content

The mercury content must not exceed the values specified below:

- Compact fluorescent lamps, 3 mg/lamp
- T5 tubular fluorescent lamps, 4 mg/lamp
- T8 tubular fluorescent lamps, 5 mg/lamp

### **Paper**

Plain paper for writing, printing and copying purpose (up to 170g/m<sup>2</sup>) sold in sheets or reels

### 1. Fibre origin for paper from recovered paper fibres

Paper must be made from the highest possible percentage of recovered paper fibres. Recovered paper fibres include post-consumer, recycled fibres and pre-consumer recycled fibres from paper mills

### 2. Fibre origin for paper from virgin fibres

Fibres for pulp production must be sourced from timber that has been logged legally in areas that are neither protected nor in the official process of being designated for protection. It must not have been logged in an old

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growth forest or a forest with light conservation value, except as permitted by national conservation regulations. The use of species covered by CITES is also prohibited.

### Suggested Labels:

- Forest Stewardship Council (FSC)
- Program for Endorsement of Forest Certification (PEFC)

### Furniture

This category includes all types of free-standing or built-in furniture units, including chairs, tables, wardrobes, shelves and cupboards. It does not include building products (such as steps, walls, mouldings and panels), sanitary equipment, carpets, fabrics or office supplies. The specifications provide generic guidance

### Virgin Wood

Legally logged timber must be used for all virgin wood and wood-based materials (including solid, laminated, veneer and wood used for the production of plywood). Wood must not be harvested in areas that are protected (or in the official process of being designated for protection), old growth forests and forests with high conservation value, except as permitted by national conservation regulations. The use of species covered by CITES is forbidden.

### **Suggested Labels**

- Forest Stewardship Council (FSC)
- Program for Endorsement of Forest Certification (PEFC)

### Vehicles: Passenger Cars and Light-duty vehicles

The tenderer must provide a vehicle specification sheet documenting compliance with tender criteria. Warranty documentation must also to be provided. Additional information, including third-party verifications, may be requested from the tenderer.

### 1.Emissions

Adoption of EU or US emission standards by reference

### 2.CO<sub>2</sub> Emissions

In the European Union, vehicle emission must not exceed the following values:

Vehicle Type	CO <sub>2</sub> g/km
Mini	110
Small	120
Compact	130
Mid	150
Large	170

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High/Exclusive	270
Offroad/Family Wagon	210
Small Vans(N1, class I)	150
Others (N1, class II & class	220
III)	

### 3. Exhaust Emissions

Vehicles must comply with EURO 5 exhaust emissions standard, the US TIER 2 Ban 5 standard or an equivalent standard. These standards regulate pollutants such as monoxide, oxides of nitrogen, particulates and hydrocarbons.

### 4. Recycled Content

25% of the aluminum and steel used in the production of the vehicle must be recycled, and the amount of recycled material must be provided as a percentage of total vehicle weight.

### 5. Warrenty and Durability

Minimum years of guarantee and availability of replacement parts for the vehicle:

- A guarantee for a period of at least one year or 20,000km, which ever occur first, must be provided
- Availability of parts must be guaranteed for at least five years from the time of production ceases on the particular model. Bidders must also demonstrate the geographic availability of parts, by country or region.

### **Suggested Labels:**

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- Indian Fuel Efficiency Label
- EU CO<sub>2</sub> label
- Registration, Evaluation, Authorization and

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Restriction of Chemical Substances (REACH)

- Restriction of Hazardous Substances (RoHS)
   Directive 2002/95/EC
- Thailand's CO<sub>2</sub> Emission Reduction Label

# Outdoor Lighting: Fixed Installation for Functional Lighting

### 1. Type of Lamp

The lamps can of any type (discharge [HID], compact fluorescent [CFLs], tubular fluorescent, circular, LED, tungsten halogen, etc).

## 2.Minimum Performance Requirement for High-Intensity Discharge (HID) Lamps.

High pressure sodium lamps with a colour rendering index Ra<60 have the following minimum luminous efficacy:

Nomial Lamp	Rated Lamp	Rated Lamp	
Wattage (W)	Efficacy	Efficacy	
	(lm/W)-Clear	(lm/W)-Coated	
W≤45	≥62	≥60	
45 <w<u>&lt;55</w<u>	≥80	≥70	
55 <w<u>&lt;75</w<u>	≥91	≥82	
75 <w≤105< td=""><td>≥105</td><td>≥95</td></w≤105<>	≥105	≥95	
105 <w≤155< td=""><td>≥114</td><td>≥107</td></w≤155<>	≥114	≥107	
155 <w<u>&lt;255</w<u>	≥125	≥120	
255 <w< td=""><td>≥138</td><td>≥133</td></w<>	≥138	≥133	

Note: Luminous efficacy for Metal halide lamps with a colour rendering index Ra <80, Metal halide lamps with a colour rendering index Ra and Ballasts of high intensity discharge lamps refer "Procuring Green: A Handbook for Policy Makers and Public Procurers Volume 1:Goods and Services, 2016, Page 58"

### 3. Minimum Performance Requirement for CFLs

The minimum required lamp life is 6,000 hours. Minimum efficacy (lumens/W) matching the lamp configuration and lamp power (W) is:

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Lamp	Lamp Power	Minimum
configuration	Rating (W)	Efficacy
a selection de		(Lumen/W)
Bare Lamp	Less than 15	More than or
		equal to 45
	More than or	More than or
	equal to 15	equal to 60
Covered lamp	Less than 15	More than or
without reflector		equal to 40
	More than or	More than equal
	equal to 15 but	to 48
	less than 19	
	More than or	More than or
	equal to 19 but	equal to 50
	less than 25	
	More than	More than or
	equal to 25	equal to 50
Lamp with	Less than 20	More than or
reflector		equal to 33
	More than or	More than or
	equal to 20	equal to 40

# **4.Mercury Content**

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Type of lamp			Mercury	content
			(mg/lamp)	
High	pressure	sodium	25	
lamps	(W≤155)			
High	pressure	sodium	30	
lamps	(155 <w≤40< td=""><td>5)</td><td></td><td></td></w≤40<>	5)		

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	High pressure sodium	40		
	lamps (W>405)			
	Metal halide lamps (W≤95)	5		
	MH lamps (95 <w≤245)< td=""><td>15</td></w≤245)<>	15		
	MH lamps (W>245)	30		
	Compact Fluorescent	3		
	lamps			
	T5 tubular fluorescent	4		
	lamps			
	T8 tubular fluorescent	5		
	Suggested labels:			
	Energy Star			
Air Conditioning: Non-ducted	1.Minimum Performance Requirement			
air-conditioners	Purchased appliances must have a minimum energy			
	efficiency ratio (EER) of 5.			
	2.Hazardous Substances			
	• Lead (Pb):<1000ppm			
	• Mercury (Hg): <100pp	om		
	• Cadmium (Cd): <100ppm			
	Hexavalent Chromium (Cr VI) <1000ppm			
	Polybrominated Biphenyls (PBB): <1000 ppm			
	• Polybrominated Diphenyl Ethers (PBDE): <1000			
	ppm			
	Suggested Labels			
	Energy Star			
	EU Energy Efficiency Label			
	EU Energy Efficiency Label			

Note for optional requirement RSPN shall refer "Procuring Green: A Handbook for Policy Makers and Public Procurers Volume 1:Goods and Services, 2016"

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# ANNEX III: CRITERIA FOR GREEN BUILDINGS

Criteria	Suggested Minimum Requirements
Category	The state of the s
Pre-design for sustainability	<ul> <li>Site selection: when selecting a siting for a new building, consider location and site. Try to maintain as much as open space within communities by selecting previously developed land, reuse areas which previously seemed unusable and where infrastructure already exist</li> <li>Professional design team selection: specify criteria for the selection of professional design team to design building within the green building proposal.</li> </ul>
DI :	<ul> <li>Consider relevant building legislation and codes of Bhutan</li> </ul>
Planning and design	<ul> <li>Passive methods for green building design: use passive solar design to allow for natural daylight, heat and airflow into buildings when beneficial</li> <li>Climate consideration: asses local climate (meteorological-year data) to determine appropriate envelop materials and building design</li> </ul>
	• <b>Building shape and orientation:</b> Choose appropriate building shape and orientation
Building development and land use	<ul> <li>Building site development and use: design building in harmony with the beneficial site conditions and try to conserve important characteristics of land such as ecological features and local site conditions etc.</li> <li>Choose a building site that adds to the comfort and energy</li> </ul>
	efficiency of home built upon it.
Green materials and resources	<ul> <li>Analysis of the environmental impact of building materials: undertake lifecycle analysis (LCA) to assess the environmental impact of products, process or services</li> <li>Select sustainable building materials: These should:</li> <li>Be locally available</li> <li>Low embodied energy materials</li> </ul>

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3. Have minimal air, land and water pollution footprint 4. Be biodegradable and renewable as far as possible 5. Enhance energy efficiency in the buildings 6. Be durable, reusable and recyclable Use passive design strategies: to tap potential of building Energy efficiency design, windows and floors for collecting, storing and design distributing solar energy. Understand natural system: to design building in order to achieve least environmental impact. Design should be adaptable to the intimate natural characteristics including: Wind 1. 2. Sun Rainfall 3. 4. Topography 5. Geology and soils Vegetation 6. 7. Visual character Preserve natural drainage system 8. Doors, windows and openings: 1. Consider day lighting, heating and ventilating strategies when sizing and positioning doors, windows and openings 2. Use airlocks to reduce leakage of heating or cooling upon door opening 3. Use shades to reduce penetration of sun during hot weather and shade exterior walls with deciduous plants to southern orientations to keep interior colder in warmer seasons. Thermal efficiency 1. Ensure building walls, roofs and floors have adequate thermal resistance to provide human conform and energy efficiency 2. Avoid insulating materials which use chlorofluorocarbon (CFC's) or hydro chlorofluorocarbons (HCFC's) in their

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production

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- Consider using environmentally sensitive insulating materialsmade of recycled materials such as cellulose or mineral wool if such items meet the projects performance and budget
- 4. If the framing system is made of conductive material, consider using rightly sized insulating sheathing to limit thermal bridging.
- 5. Consider the reflectivity of the building envelope to avoid negative impact (e.g glare) upon neighboring building
- 6. Avoid to build up of moisture in the building envelop to solve the problem of water-vapour condensation in hot areas
- Coordinate building strategy with landscaping decisions.
   Landscape and overhangs are integral part of a building performance.
- 8. Integrate solar heating, cooling and thermal storage features along with day lighting, into building to achieve energy benefits and living comfort for occupants.

**Building envelop design for sustainability:** Integrate in other design elements such as material selection, daylighting, and other passive solar strategies, heating, ventilating, and air conditioning (HVAC) and electrical strategies and performance goals the design envelop.

# Conservation of water in buildings

# Consider following measures for conservation of water in buildings:

- 1.Use low-flow shower heads to save water consumption.
- 2.Use low-flush, composting or dual flush toilets.
- 3. Use rain water for flushing toilets
- 4. Use tap aerators to maintain wetting effectiveness with lesser water use while reducing splashing when washing dishes/hands.
- 5. Consider reusing waste water for flushing toilet, watering gardens or recycling it through purification at a waste treatment plant.
- 6. Use high efficiency home appliances
- 7. Harvesting rainwater for use in irrigation or flushing toilets.
- 8. Use garden hose nozzles that automatically stop water discharge

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	when hose is not in use.				
	9. Use automatic taps to eliminate water waste at the tap.				
	10. Use native plants in landscape to conserve water.				
Indoor	Consider following measures for a clean and quality indoor				
environmental	environment:				
quality	1.Incorporate Natural Cross Ventilation Design Strategies to ensure fresh				
	air quality with minimal reliance on mechanical operations for ai				
	quality.				
	2. Analyse Indoor Air Pollution with subsequent use of effective				
	pollution defences and filters.				
	3. Optimize design of HVAC Systems to promote improved air quality.				
	4. Choose Zero or Low Emission Finish Materials of the building.				
	5. Use low VOC materials, paints and adhesives.				
Green	Green construction management is achieved through 4 essentia				
construction	elements:				
management	1. Considertaion of the Qualifications of the construction team.				
	2. Environmentally sensitive construction practices.				
	3. Protection of site during construction				
	4. Conservation of resources during construction processes				

Note for optional requirement RSPN shall refer "Procuring Green: A Handbook for Policy Makers and Public Procurers Volume 2: Public Works, 2016"

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PPRR Form - 1

### **Procurement Plan**

Activity/ budget head:....

<b>Description of</b>	Budget	Method of	Service	Service	Remarks
goods/works/services	estimate	procurement	commencement	completion	
			To a little of the second		

(Division)

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# STOCK REQUISITION

Please arrange to supply the fo	ollowing st	ationery/Equipm	ent on or before:	
Description of the Item(s)	Qty.	Purpose	Project	Budget
				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Requested by:				
For verifications: Remarks (if any)				
Signature/ Designation				
(Head of the Department/Divi	sion: if the	e value of procure	ement is less than Nu	. 10,000)
For approval:				
For approval:				
For approval: Signature/Designation				

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### PURCHASE ORDER FOR SUPPLIES/WORKS/SERVICES

					Date
То					
Sub: P	urchase order/work	order/supply ord	er		
Dear S	Sir/Madam,				
Kindly	arrange to supply/e	execute the work/	service the items	listed below and	request you to
delive	r within the date (in	sert date).			
PURC	HASE ITEMS				
Sl.no.	Description	Unit	Quantity	Quoted rate	Total
				(Nu.)	Amount
					(Nu.)
			And to a reserve		- grant of a
				3.410	Alabadi v
The bi	ll for the same after	delivery of the p	roduct could be s	ubmitted to RSPN	I for settlement.
(Signa	ture and name of th	e purchase order	issuing personnel	)	

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### DECLARATION OF CONFLICT OF INTEREST

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### Green Award Criteria's for Procurement of Goods

Criteria's	Points
Financial Criterion: lowest purchasing price (60	
points)	
Quality (durability, brand, efficacy, etc): (10 points)	
Environmental/Green Criterion: (20 points)	
Social Criterion: 70% employees are Bhutanese (10	14,77
points)	erbute.
Total	

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### **Record of Bid Opening**

			144	cord of Bid openin	5			
C	ontract 7	Title/No:				Bid No:		
	1. The	The following bids were received on or before the deadline for submission of bids that						
	was	fixed at date		at timeand	publicly ope	ened at		
	date	e	at tim	eat plac	e			
	Name	Nationality	Bid	Discount/Rebates	Bid	Validity	Remarks	
	of the		Price		Security	of the		

Name	Nationality	Bid	Discount/Rebates	Bid	Validity	Remarks
of the		Price		Security	of the	
Bidder				Amount	Bid	
				7	Security	

RSPN PPRR Form - 6

### **Bid opening Attendance**

2. The following bidders official representatives attended the public opening bids:

Name of the representative	Bidder represented	Signature

### RSPN PPRR Form - 7

3. The following complaints/manifestations were received during the opening of bids:

Name of the Representative	Nature of Complain	Signature
	,	

Chairperson

(Signature, Name, Designation)

Member

(Signature, Name, Designation)

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### **Bid Opening Checklist (for Tender Committee)**

The following is the list of items which fall under the responsibility of bid opening committee established for the opening of the bids pursuant to the RSPN PPRR.

Sl.no	Particulars	Yes	No
1	Have the bids been presented in the correct format?	Sept 5	
	Are the envelops properly sealed, unopened and addressed to Procuring Agency?		
	Are the original documents and copies properly marked?	la Jing ti	- 1.
	Do the persons signing the documents have the necessary authority to sign?	ng sikal	
	Are all the bid securities in order: form, amount and validity?	rediveil	
	Have the bidder used the prescribed bid form, price schedule and bill of quantities?	dinolo Trancia	
2	Have the bidders submitted the required documents establishing eligibility and qualification?	grama h	
	Where required are they registered/licensed?	971 7913	
	Have they supplied all documents set out in the bidding documents, from the third parties, such as bank statements etc?		
3	Have the bidders supplied brochures, catalogue, literature and drawings?		
4	Have all members of the bid opening committee seen and approved the above and signed the document?	d sell est.)	
5	Has the record of bid opening been duly completed?	il and	

Total number of bid opening committee members:

Each member must sign and add his/her name below:

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### **Procurement Checklist (for Tender Committee)**

The following is the list of items which fall under the Tender Committee established for the supervision of the procurement process pursuant to the RSPN PPRR.

The members of the Tender Committee should satisfy themselves that the following procedures have been complied with by the RSPN. All proceedings of the Tender Committee must be recorded in the minutes and where a decision is taken to amend or reverse a decision of the RSPN, the reasons for doing so must also be precisely recorded in the minutes.

Sl.no	Particulars	Yes	No
1	Is the procurement procedure chosen appropriate to the value of contract?		
	Has the value been verified to ensure that there has been no splitting		
	of contracts to defeat the threshold values?	0 14 17	
2	If an exceptional procedure has been used, is it justified?		
	If emergency it is necessary to conduct the procurement within 15 days?		
3	Has the procurement been properly notified to potential bidders?	Smit W	
	Have tenderers been given sufficient time to respond in view of the scope of the proposed contract?		
	Have they all been given the same time?	il ment	
4	Have complete sets of documents been delivered to all bidders?		
	Do the bidding documents properly specify deadlines, dates of opening etc?		
	Have bid securities been requested? Are the levels correct and notified?		
	Do the bidding document specify the proper selection and award criteria?	an toffin	
	Have the sample bidding documents been used without modifications? If amended, have the reasons been recorded?		
5	Where bidders are rejected, has that been done on the basis of the		

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	stated criteria?	
	Have the bidders been notified of the reasons of rejection?	
	Have the reasons of rejection been recorded and submitted to the committee?	
6	Have the questions of bidders been answered adequately?	
	Have the answers been circulated to all bidders?	
7	In making the technical evaluation, Are you satisfied that the evaluation committee has applied only the criteria set out in the bidding document?	
8	In the event of an abnormally low price, has the evaluation	
	committee properly sought clarifications to show good reasons for such a price?	

Total number of Tender Committee:

Each member must sign and add his/her name below:

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### STOCK REGISTER

Name of Article:

Unit:

Page No.:

Date	Name of Supplier	Receipts (Qty)	Issue (Qty)	Balance (qty)
		1		

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# FIXED ASSET REGISTER

Date	Cost of	Addi	tion		Disposal/Transfe	er	Depreciation	Book
	Acquisition	Date	Cost	Date	Disposed/Tran	Amount		Value
			Nu.		sferred to			
							4180 7	

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### PROPERTY ISSUE NOTE

Issued to:				
Date:				
Sl. No.	Name of Item & Description	Quantity Issued		
Prepared B	By:	Received By:		
(Signati	ure)	(Signature)		
Name and Designation		Name and Designation		
	Approved By:			
	(Signature)			

Name and Designation

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Qty

Date

### PROPERTY TRANSFER NOTE

Name of Item

Transfer to:

Sl. No.

Authorization Date and No:

Name and address of transporter:

	Prepared 1	Ву:	Approved By:  Name and Designation  that goods mentioned note in the have been received			
	Name and D					
Acceptar as per th		: Certified ti	nat goods mentioned	note in the nav	e peen recent ca	
			(Transferee)			
		N	(Signature) Name and Designation	1		
C	gr/		70	2		

### PROPERTY SURRENDER NOTE

		Date:	
urren			
	e of surrender:		
Conditi	on of the item:		
Sl. No.	Name of Item	Q	)ty
	,		
		7 (8 8/27 8/48 ***	
Surren	dered by:	Received by:	
(Signat	ure)	(Signature)	
(Signat			n
(Signat Name a Date:	ure)	(Signature) Name and Designation	n
(Signat Name a Date:	ure) and Designation	(Signature) Name and Designation	n
(Signat Name a Date:	ure) and Designation marks of the item by the receiver	(Signature) Name and Designation	n
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# **Royal Society for Protection of Nature**

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