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Enabling Authority

In exercise of the power conferred by section 9.1 of the Act, the Authority hereby adopts these Terms and Conditions for the Director of the BEA.

1. Title

This document shall be called as the “**Service Terms and Conditions for the Director of the Bhutan Electricity Authority, 2019**”.

2. Commencement

This Service Terms and Conditions shall come into force from

3. Authority for Implementation and Amendment

The Authority with assistance of the Chief Executive Officer (CEO) shall implement the provisions of this Service Terms and Conditions and may amend this document as deemed necessary.

4. Appointment of Director

The Director shall be recruited through open competition selection process and shall be appointed by the Authority, on Contract basis, for a period not exceeding five (5) years. However, he/she shall be eligible to compete for the post through open competition selection process upon completion of his/her term.

5. Roles and Responsibilities

The Director shall assist the CEO in implementation of roles and responsibilities of all five divisions.

6. Reporting

The Director, in performance of his duties, shall report to the CEO.

7. Operational Framework

In performance of the duties, the Director shall carry out the following.

7.1 Strategic

- i) Assist CEO in the development of five years’ strategic plans; and
- ii) Assist CEO in mobilizing resources and implementing of strategic plans.

7.2 Operations

- i) Develop annual operational plan and targets of Divisions as per the strategic plans and implement them;
- ii) Ensure all technical regulations, standards, and codes are developed and amended in prudently implementable manners;

- iii) Ensure all monitoring activities of the licenses are carried out professionally; and
- iv) Oversee and provide the best licensing practices for construction of power infrastructure and operation of electricity industry.

7.3 Public and Stakeholder Relations

- i) Support CEO in Liaising with the Ministry and other agencies of the Royal Government on relevant policies and matters;
- ii) Carry out and maintain effective regulatory responsibilities with the licensees and other regulated entities; and
- iii) Maintain relations and communications with public and various stakeholders upholding the credibility of BEA as the sector regulator.

7.4 Support to the Authority

- i) Assist CEO and Authority in carrying out such functions as the Authority may assign; and
- ii) Support CEO in providing professional advice to the Authority in making strategic decision and in maintaining effective relationship between Secretariat and the Authority.

8. Travel Rules

8.1 The Director, while travelling within and outside the country for official purpose, shall be entitled to daily allowance and travel allowance as per the rules approved by the Royal Government for the EX level of civil servant.

8.2 The Director may attend the meeting, seminar and conferences (but not workshop & trainings) relevant to his/her post on approval of the Authority.

9. Leave Rules

9.1 The Director shall be eligible to casual leave, paternity leave, maternity leave, earned leave, and bereavement leave as per the provisions of the BEA Service Rules and Regulation.

9.2 On recommendation of competent medical authority, the Director shall be eligible for medical leave with basic pay to maximum period of continuous six (6) months, or cumulatively nine (9) months, beyond which, he/she shall be relieved from the service.

9.3 The Director shall be entitled to leave encashment and leave travel concessions as per the BEA Service Rules and Regulations.

9.4 The Director shall not be eligible for study leave and extra-ordinary leave.

10. Remuneration and Benefits

10.1 The Director shall be entitled to monthly salary and allowances as per the **ANNEXURE I**. The salary and allowances shall be paid in arrears on the last working day of every calendar month.

10.2 All statutory deductions and applicable levies shall be as per the prevailing tax laws.

11. Performance Management System

- 11.1 The Authority shall evaluate the annual performance of the Director at the end of every financial year.
- 11.2 The CEO and Director shall together identify and finalize annual compact targets for the Director in line with the organizational strategic plans at the beginning of every fiscal year. The annual compact targets of the Director shall be cascaded down to all the divisions.
- 11.3 The Director shall develop annual operational plans and annual compact targets for all divisions, which are realistic and measurable with assigned weightage and shall include the following:
- i) Background of the target: Provide a background on the annual compact target, clearly stating the linkages with the overall organizational goals and objectives;
 - ii) Approach on achieving target: Provide narratives of the activities to achieve the target, including detailed implementation plan and engagement of resources;
 - iii) Risk associated with achievement of target: Identify the risk and challenges that the organization is expected to encounter in achieving the particular target, setting out mitigation measure; and
 - iv) Methods and formula for evaluating target: Clearly identify the methods and formula to objectively evaluate and assess the achievement of target.
- 11.4 Each annual target shall be assigned weightage based on the importance of the activity with cumulative total weightage of 100 percent.
- 11.5 The rating for achievement of annual compact targets of the Director shall be implemented as per the form provided in **ANNEXURE II**.
- 11.6 The annual compact targets shall be signed between the CEO and the Director.
- 11.7 The Director shall achieve minimum annual composite rating as determined by the Authority during the finalization of his/her annual compact targets. Composite ratings below the minimum set targets for two consecutive years shall be considered as non-performance and the Director shall be relieved from the service.
- 11.8 The employees of the Secretariat at the officer level shall provide their annual feedback and comments to the CEO and Authority on the achievement of annual targets of the Director.

12. Private Trade and Employment

The Director shall be governed by the provisions of private trade and employment of the BEA Service Rules and Regulations.

13. Rights and Obligation of the Director

- 13.1 The rights and obligations of the Director are as follows.
- i) The rights and obligations of the Director is strictly limited to this Service Terms and Conditions. Accordingly, the Director shall not be entitled to any benefit,

payment, subsidy, compensation or entitlement except as expressly provided in this Service Terms and Conditions.

- ii) The Director shall be solely liable for claims by third parties arising from his/her own negligent acts, and under no circumstances shall the BEA be held liable for such claims by third parties.
- iii) The title rights, copyrights, and all other rights of whatever nature in any material produced under the provision of this Service Terms and Conditions by the Director shall be vested exclusively with BEA.
- iv) The Director shall not be concerned or engaged directly in any other business except that of BEA.
- v) The Director shall not draw, accept or endorse any bill on behalf of BEA, except so far as BEA may have authorized him/her either generally or in any particular case.
- vi) The Director shall not disclose or make available of documents or any other information made known to him/her by reason of his/her association with BEA to any person or entity without the approval of the Authority.
- vii) The Director shall not advertise or publicize his/her association with BEA under this Service Terms and Conditions nor shall the name, logo, letterhead, emblem, or official seal of BEA be used for personal purpose without the prior written approval of the Authority.

14. Service Code of Conduct and Ethics

The Director shall abide by the provisions of service code of conduct and ethics of the BEA Service Rules and Regulations.

15. Administrative Discipline

The Director shall be liable for administrative and disciplinary action as determined by the Authority resulting from his/her non-adherence to provisions of Contract Service Terms and Conditions and directives of the Authority. In determining the administrative disciplinary action to Director, the Authority may apply the principle procedures of the Administrative Discipline provisions of the BEA Service Rules and Regulation. However, Director discharging the duties in good faith without neglecting responsibilities assigned to his position shall not be liable to any action, claim, or demand or account of any damages, loss, or injury sustained or alleged to be sustained.

16. Separation

16.1 The Director shall be relieved from the service by the Authority upon:

- i) Completion of Contract Service;
- ii) Voluntary Resignation;
- iii) Violation of Code of Conduct and Ethics of the BEA Service rules and Regulations;
- iv) Non-performances as per clause 11.7 of this Service Terms and Conditions;

- v) Conviction by the court of law for criminal offences of misdemeanor and above;
and
 - vi) Incapacity or incompetency.
- 16.2 The party intending to terminate the contract before expiry of the term shall provide minimum of one month's advance written notice. In the event of failure to serve notice in advance, one month's basic pay shall be paid to the other party by the defaulting party.
- 16.3 The Director shall be eligible for following benefits at the time of separation of his/her service from BEA:
- i) One month's basic pay as gratuity for every completed year of contract service;
 - ii) Travel allowance equivalent to one month's basic pay;
 - iii) Transfer grant equivalent to one-month basic pay; and
 - iv) Transport charges of personal effect as per the rules of the Royal Government for the EX level of civil servant.
- 16.4 The gratuity shall be payable to nominees of the Director in case of his/her demise while in service.
- 16.5 The Director shall be eligible for pension and provident fund benefits as per the National Pension and Provident Fund Rules and Regulations.
- 16.6 Notwithstanding the clause 16.3, the Director nominees shall not be eligible for separation benefits, if the service of the Director is terminated upon the ground of conviction by the court of law for criminal offences of misdemeanor and above related to discharge of his/her official function.

17. Definitions

- a) **“Act”** means the Electricity Act of Bhutan 2001 enacted by the Parliament of Bhutan in the year 2001;
- b) **“Bhutan Electricity Authority”** or **“Authority”** means authority established pursuant to Part 2 of the Electricity Act of Bhutan 2001;
- c) **“BEA”** means the Bhutan Electricity Authority;
- d) **“Civil Servant”** means all employees covered by the Bhutan Civil Service Rules and Regulations;
- e) **“Chairman”** means a member of the Authority appointed by the Minister pursuant to section 8.1 of the Electricity Act of Bhutan 2001;
- f) **“EX”** means the Civil Servant at the executive position;
- g) **“Licensees”** means a license issued under the Part 3 of the Electricity Act of Bhutan 2001;
- h) **“Incapacity or incompetency”** means incapability of a person to perform official responsibilities owing to physical or mental illness as certified by the competent medical authority;
- i) **“Minister”** means the Minister who is the head of the Ministry;
- j) **“Ministry”** means the Ministry, which is assigned the responsibility of the electricity sector;
- k) **“Royal Government”** means the Royal Government of Bhutan;
- l) **“Secretariat”** means the Bhutan Electricity Authority Secretariat established pursuant to section 9 of the Electricity Act of Bhutan 2001.

ANNEXURE I: Pay and Allowances of DIRECTOR

Sl.	Monthly Pay and Allowances
1	Basic Pay of Nu. 45,000 per month
2	40 % Contract Allowance of the Basic Pay
3	15% Regulatory Allowance of the Basic Pay
4	Fuel allowance of Nu 4,000 per month
5	Mobile phone Allowance of Nu 1,000 per month

ANNEXURE II: Annual Performance Rating of DIRECTOR

1 Introduction

The performance evaluation assessment of Director shall constitute 100% on the achievement of the annual compact targets of BEA.

2 Rating on the Annual Compact Targets of the DIRECTOR

The Director shall be assessed on the performance of his/her annual compact targets based on the detail methodology and strategy agreed by the CEO and the Authority within the evaluation principles provided in the Contract Service Terms and Conditions of the Director. The rating on the achievement of annual compact targets shall constitute of 100 percent weightage.

3 Calculation of Final Annual Performance Rating of DIRECTOR

The annual performance rating of the DIRECTOR shall be computed as below:

The rating = Annual Compact Performance Rating x 100 % weight (**To be completed by the CEO after the annual compact performance rating is completed**).

4 Comments

Following are the comments/feedback on strengths and areas for improvement by the Authority.

Accepted by:
Signature of DIRECTOR:
Name of DIRECTOR:
Date:

Approved by:
Signature of CEO:
Name of CEO:
Date:

ANNEXURE III: Eligibility Criteria - Qualification, Experience and Other Attributes; Employment Tenure, Mandatory Documents

1. Qualification and Experience

The Director should have following qualification and experience:

- a) Minimum of Bachelor Degree in Engineering obtained from recognized university through regular (full time) program. The candidate with Master Degree in the relevant field will have added advantages.
- b) Minimum fifteen (15) years of experience with at least 2 years' experience in management level that shall include experience as division head and above in public service and General Manager/Chief Engineers in corporations and private companies.

2. Knowledge, Skills and Attributes

The Director should have following knowledge, skills and attributes:

- a) Excellent knowledge in power system engineering, including the strong fundamental knowledge in hydropower construction and operation aspect;
- b) Basic fundamental knowledge in finance and economics;
- c) Excellent analytical, problem-solving and decision-making skills;
- d) Strong inter-personal skills and ability to develop and foster meaningful relationship with stakeholders;
- e) Impeccable integrity;
- f) Strong oral and written communication skills.

3. Employment Type and Tenure

The Director shall be recruited for contract term of five (5) years through open competition selection process.

4. Mandatory Documents (required for submission with application)

The application for the post of Director shall be accompanied with the following documents:

- a) Curriculum vitae (CV) indicating clearly the details of applicant and with names and details of at least two referees;
- b) Bachelor's Degree Certificate;
- c) Master's Degree Certificate (where available);
- d) A valid office order for appointment or promotion to Division Chief/GM or equivalent position;
- e) A valid Bhutanese Citizenship Identity Card;

- f) A valid audit clearance certificate (for public servants such as civil service, corporations, NGOs, CSO and other autonomous agencies); and
- g) A valid Security Clearance.