



# **SERVICE RULES AND REGULATIONS**

**2025**

**ELECTION COMMISSION OF BHUTAN**



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**ELECTION COMMISSION OF BHUTAN  
SERVICE RULES AND REGULATIONS  
2025**

**CHAPTER 1**

**PRELIMINARY**



## **CHAPTER 1. PRELIMINARY**

In accordance to Article 24 of the Constitution of the Kingdom of Bhutan and Section 41 of the Election Act of the Kingdom of Bhutan, 2008, to maintain an independent, professional and strong election management body capable of conducting free and fair elections and National Referendums in the Kingdom of Bhutan, the Election Commission of Bhutan (ECB) hereby adopts the Service Rules and Regulations of the Election Commission of Bhutan 2025.

### **1.1. Title**

This Rule shall be known as the Election Commission of Bhutan Service Rules and Regulations 2025, hereafter referred to as the ECBSRR 2025.

### **1.2. Extent and Commencement**

1.2.1. The ECBSRR shall extend to all employees within the Commission, including Contract Personnel, General Service Personnel (GSP) and Elementary Service Personnel (ESP).

1.2.2. The ECBSRR shall come into effect on July 15, 2025.

### **1.3. Purpose**

The purpose of the ECBSRR shall be to ensure parity, consistency, and uniformity for the effective administration of the Electoral Service.

### **1.4. Rule of Construction**

In the ECBSRR, unless the context indicates otherwise, the singular shall include the plural and the masculine gender shall include the feminine gender and vice versa.

### **1.5. Supersession**

All existing rules, regulations, notifications, and circulars in force concerning the subjects, which are covered by the ECBSRR 2025, shall deem to have been superseded from the effective date of the Rule, with the exception of undertakings already signed for Long-term Training (LTT) in which case service and financial obligation shall be as per the Undertaking signed.

### **1.6. Supplementary Order/Manual/Guidelines**

The ECB shall issue HR Manuals, Guidelines, and Notification consistent with the ECBSRR as may be necessary from time to time.

### **1.7. Authority for Amendment and Interpretation**

The authority for amendment and interpretation of any provision under the ECBSRR 2025 shall vest with the ECB and its interpretation shall be final and binding.

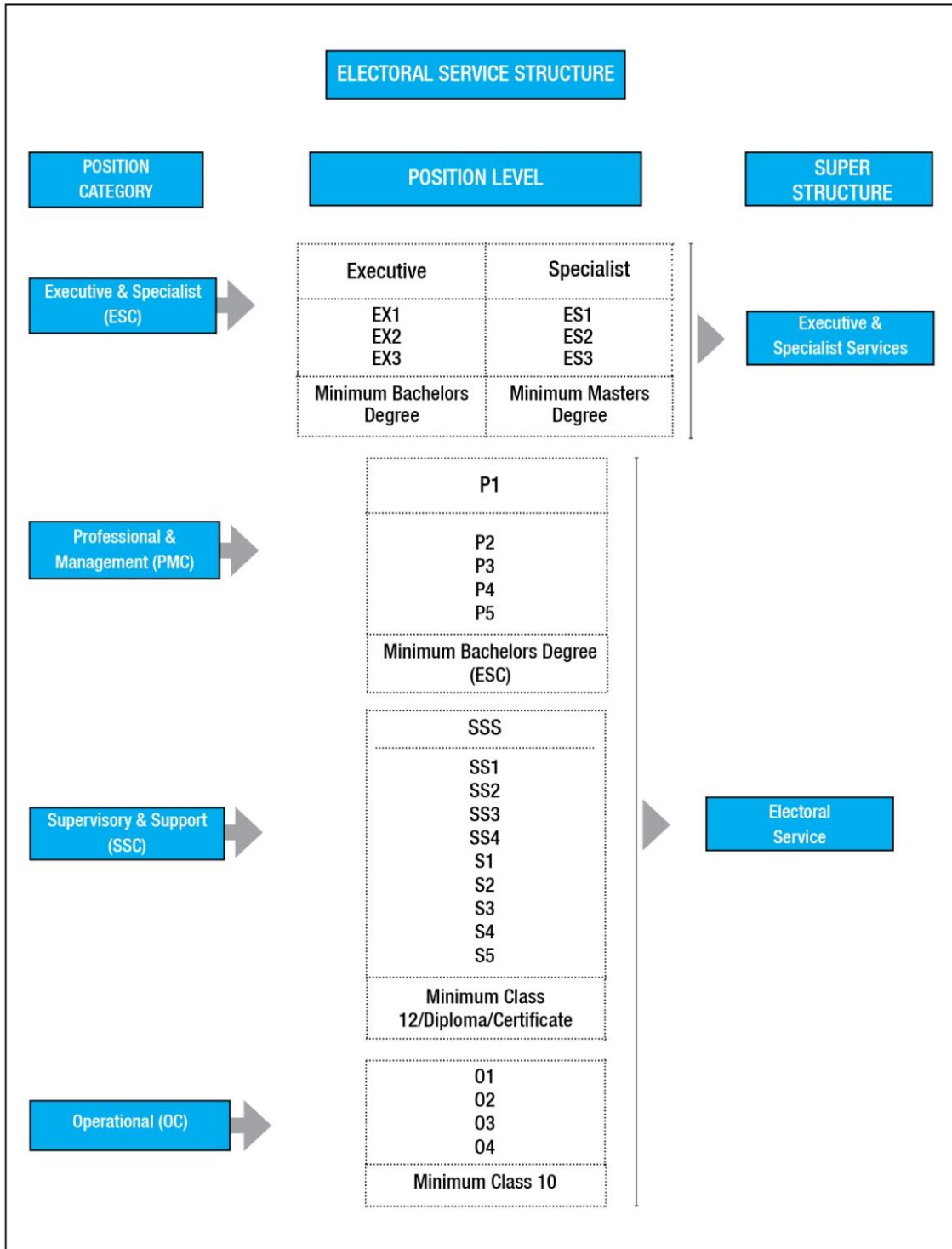
**ELECTION COMMISSION OF BHUTAN**  
**SERVICE RULES AND REGULATIONS**  
**2025**

**CHAPTER 2**

**SERVICE STRUCTURE**







## **CHAPTER 2. ELECTION SERVICE STRUCTURE**

### **2.1. Policy**

- 2.1.1. Provide a framework for the employees of the Election Commission of Bhutan to function efficiently and effectively in the delivery of public service.
- 2.1.2. Ensure proper classification of Election Service by Position Category, Position Levels, aligned to the Super Structure.
- 2.1.3. Delineate a clear career path and hierarchy.

### **2.2. Election Service Structure**

- 2.2.1. The Election Service structure encompasses position categories, hierarchy, position levels, and Super Structure.
- 2.2.2. Position Categories

The definition of each Position Category is as outlined below:

#### **2.2.2.1. Executive and Specialist Category (ESC)**

##### **i. Executive (EX)**

The/An Executive's scope of authority and impact is significant both within and outside of the ECB. These positions entail the authority to make decisions and to develop, influence, or otherwise affect policy. Responsibility and accountability are primarily focused at the strategic level, with an appropriate tactical overview and action.

A Secretary of the Commission is the highest position in the Election Service.

##### **ii. Specialist (ES)**

Specialists are recognized experts in their respective fields. These positions are responsible for conducting research, analysis, and tasks that demand domain expertise. Their work can have a significant impact on organizational and/or national policies and processes.

All Specialists shall report to a management executive. Additionally, Specialists may serve as technical advisors, strategic partners. There shall be One Specialist in each Department. The hierarchy of the position starts from ES3 to ES1.

#### 2.2.2.2. Professional and Management Category (PMC)

The work-scope of the PMC extends beyond day-to-day issues and activities, towards influencing larger-range outcomes. It plays a crucial role in providing input on major policy issues and decisions, with a primary focus on determining tactical-level issues and/ or decisions. Its decision-making scope is within defined guidelines established within existing policies. The category relies on precedent but may require undertaking original thinking and planning tasks. It implements decisions as determined by the EX/ ES, and it also takes part in developing and recommending changes in policies and procedures. Furthermore, the PMC is responsible for supervising work, conducting performance appraisals, and initiating disciplinary actions for the Supervisory and Support, and Operational Categories.

#### 2.2.2.3. Supervisory and Support Category (SSC)

Responsibilities for this category comprise supervising and supporting employees, which involves scheduling and assigning work, providing training, and making decisions that impact daily job functions. It implements day-to-day decisions determined by the ESC/PMC. Its decision-making scope is within defined guidelines established by existing policies. It can conduct performance appraisals of direct reporting employees and has input into disciplinary actions.

#### 2.2.2.4. Operational Category (OC)

The responsibilities of this category may include initial public contact, responding to and routing phone calls to appropriate respondents, chauffeuring, sorting of mails, typing, and using computers and other office equipment to input information/data and prepare reports. Overall, the staff in this category are required to comply with set objectives, methodology, and specific task assignments.

### 2.2.3. Position Levels

A Position Level is a rank within the Position Category based on the approved job evaluation of each position, and each Position Level will have a corresponding salary range. There are 22 Position Levels, which are grouped into the following four Position Categories:

Section	Position Category	Position Level	
2.2.3.1	Executive & Specialist	3	(EX1-EX3)/(ES1-ES3)
2.2.3.2	Professional & Management	5	(P1-P5)
2.2.3.3	Supervisory & Support	10	(SSS-S5)
2.2.3.4	Operational	4	(O1-O4)

- 2.2.4. All positions shall be aligned with one of these Position Categories based on their overall functional responsibilities and associated Position Level.
- 2.2.5. The qualifications stated in Section 2.2.1 represent the minimum requirements for entry into a specific Position Category.
- 2.2.6. The PMC shall progress up to the P1 position and, thereafter, pursue a career progression either to advance into EX or ES positions. Progression to an EX or ES position shall be through Open Competition. Additionally, progression to ES positions shall be based on the fulfilment of relevant specialist promotion criteria.
- 2.2.7. The SSC shall progress to the Senior Supervisor (SS) level up to SS1, irrespective of the entry level, provided all promotion criteria are met. In-service SSC Employees may be promoted to the PMC if selected through the open competitive examination provided there is a vacant post. The SS1 may be promoted to a Supervisory and Support Specialist (SSS) based on need basis and on fulfilment of criteria set by the ECB.
- 2.2.8. The OC shall progress up to the O1 level, provided promotion criteria are fulfilled. In-service OC employees may move to higher-level categories, to the SSC/PMC if selected through the open competitive examination provided there is a vacant post.

### **2.3. Super Structure**

- 2.3.1. Super Structure serves as the guiding framework and principle for movement of employees within their professional areas. There are three Super Structure groups:

2.3.1.1. Executive & Specialist Service;

2.3.1.2. Electoral Service

2.3.1.3. Technical services

The classification of employees under the Super Structure shall be guided by the Position Directory.

## **2.4. Job Description**

2.4.1. A Job Description (JD) is a statement of duties and responsibilities, with an outline of the importance of a position which will help clarify accountabilities, determine the qualification and skill requirements, and define relationships of the position with other positions.

2.4.2. A JD shall contain the following details:

2.4.2.1. Job identification;

2.4.2.2. Job purpose, duties and responsibilities;

2.4.2.3. Minimum qualifications and experiences;

2.4.2.4. Complexity of work

2.4.2.5. Nature, scope and effect of work;

2.4.2.6. Instructions and guidelines available;

2.4.2.7. Work relationships;

2.4.2.8. Supervisory/Management responsibilities (if any); and

2.4.2.9. Job environment.

2.4.3. HRD shall develop a generic JD and relevant Department shall be accountable to develop a specific JD.

## **2.5. Position Directory**

2.5.1. There shall be a Position Directory showing all the position titles and levels, position hierarchy, minimum qualification, and entry level.

- 2.5.2. All employees shall use the assigned position titles prescribed in the Position Directory only.
- 2.5.3. Any change in the Position Directory shall require approval of the Commission and shall be the main reference for recruitment, transfer, training and promotion.
- 2.5.4. Addition of position in the Position Directory on need basis shall be incorporated after completing the required processes of: job identification, job description, job analysis and evaluation, and approval

## **2.6. Organisational Structure**

- 2.6.1. The ECB shall conduct Organisational Development Exercises (ODE) on a need basis and may create, abolish, upgrade, or alter organisational structures in alignment with its strategic needs.
- 2.6.2. All structural changes shall adhere to ECB principles, promoting collaboration, shared objectives, and efficient use of resources. The ECB may also cluster common services or outsource them to private parties, including individuals, when cost-effective.

## **2.7. Staffing Pattern and Strength**

- 2.7.1. The Commission shall determine staffing patterns and strengths, create, abolish, or classify positions, and carry out Organisational Development reviews at regular intervals.

## **2.8. Delegation of Authority**

- 2.8.1. The Commission shall be the final authority for all the HR actions. However, the Commission shall delegate authority to HRC to further enhance clarity and streamline specific HR roles to avoid duplications.

## **2.9. Human Resource Committee (HRC)**

- 2.9.1. The Commission shall institute an HRC to oversee and execute HR actions.
- 2.9.2. All decisions taken by the HRC shall be submitted by the HRC Chairperson to the Commission for its endorsement. Reservations expressed by the Commission shall be reviewed and addressed by the HRC and resubmitted to the Commission for a decision. To facilitate smooth functioning, HRC may delegate day to day functions to the HR Division.

- 2.9.3. HRC shall have a minimum of five members including the Chairperson who shall be one of the Commissioners.
- 2.9.4. All members shall exercise transparent, accountable and responsible leadership and judgement in directing the HR actions.
- 2.9.5. The HRC shall establish prudent and effective control on HR resources.
- 2.9.6. Composition of the HRC

2.9.6.1. The composition of HRC shall be as follows:

ECB	HRC Composition
Chairperson	Commissioner
Members:	<ul style="list-style-type: none"> <li>I. Secretary</li> <li>II. Director(s);</li> <li>III. Specialist(s)</li> <li>IV. PPD Head</li> <li>V. Other relevant officials as determined by the Commission as and when required; and</li> <li>VI. HR Officer - Member Secretary.</li> </ul>

*\*\* The HRC shall strive for a balanced gender representation wherever possible.*

*\*\* The HR decision shall be endorsed by the Commission.*

*\*\* In appeal case, the decision taken by the Commission shall be final and binding.*

**ELECTION COMMISSION OF BHUTAN**  
**SERVICE RULES AND REGULATIONS**  
**2025**

**CHAPTER 3**

**ELECTORAL SERVICE VALUES & CONDUCT**





## **CHAPTER 3. ELECTORAL SERVICE VALUES AND CONDUCT**

### **3.1. Policy**

- 3.1.1. Promote a neutral, apolitical, efficient, effective, transparent and accountable Electoral Service.
- 3.1.2. Be guided by the values of the State.
- 3.1.3. Establish the desired standard of SMART (Sincerity, Mindfulness, Astuteness, Resilience, and Timelessness) qualities amongst the employees.
- 3.1.4. Promote and maintain trust and respect for the Electoral Service.

### **3.2. Electoral Service Core Values and Code of Conduct**

- 3.2.1. An employee shall maintain and uphold the highest standard of, amongst others, integrity, honesty, fortitude, selflessness, loyalty, the right attitude, right aptitude, patriotism, professionalism and be apolitical in service of the *Tsa-Wa-Sum*.
- 3.2.2. The Electoral Service Values and Conduct shall form part of the terms of employment for all employees who shall read, understand and sign the commitment to abide by all provisions of the Constitution, ECBSRR and Manual/ Guidelines as per Form 3/1.
- 3.2.3. An employee shall undertake courses on Electoral Service Values, Conduct and Integrity Test, as and when made available.
- 3.2.4. An employee shall not speak and act in a way that is not in conformity to the Electoral Service values of integrity, professionalism, honesty, impartiality, accountability, loyalty, and leadership.
- 3.2.5. An employee must respect court summons, respond to the Disciplinary Committee or Administrative Tribunal or other Appellate Authority and provide information when required. He should not avoid these obligations, except in emergencies, and must not tamper with case-related records or information.
- 3.2.6. An employee shall subscribe and promote the values of *Tha Damtsi* and *Ley Jumdrej* while serving the *Tsa-Wa-Sum*.
- 3.2.7. Integrity means putting the obligations of public service above one's personal interest while performing the duty.

3.2.7.1. An employee SHALL:

- a. Execute official duties with unwavering commitment to public service, placing obligations above personal interests.
- b. Uphold justice, treat the public with fairness, and act in a manner that maintains public confidence.
- c. Demonstrate transparency, diligence, and loyalty in all official actions; and
- d. Stay informed of Gift rule and not directly or indirectly solicit or accept gifts, benefits or donations (for self or family members) from prohibited sources, that could affect the objectivity of his decisions, or extend unethical favors to anyone based on gifts.

3.2.7.2. An employee SHALL NOT:

- a. Engage in personal propaganda during official duty, refrain from making unwarranted claims, or indulge in any form of disruptive self-promotion.
- b. Engage in patronage, nepotism, favoritism, or malicious intent
- c. Harbor resentment toward deserved admonishment, misuse public resources for personal purposes, criticize the ECB or the Royal Government, or allow any external influences (any obligation to individual or organization) that may compromise the execution of official duties.

3.2.8. Honesty means being truthful and trustworthy.

3.2.8.1. An employee SHALL:

- a. Declare personal interests and resolve conflicts in the public's best interest.
- b. Provide information that is true, complete, and transparent.
- c. Communicate openly and effectively with clients, and offer comprehensive advice, feedback to superiors, peers, and subordinates; and

- d. Promptly acknowledge and rectify their mistakes, giving due acknowledgment for the work performed by others, including subordinates.

3.2.8.2. An employee SHALL NOT:

- a. Engage in deception, manipulation of information, or evasion of responsibility.
- b. Make decisions without proper authorization; and
- c. Make fictitious claims or incur expenses such as travel and subsistence payments, unnecessarily either by themselves or by staff reporting to them.

3.2.9. Fortitude means being strong and courageous in carrying out duties.

3.2.9.1. An employee SHALL:

- a. Make right decisions while carrying out duties.
- b. Communicate and provide feedback if what his superiors/colleagues/subordinates do or say is professionally or morally unacceptable; and
- c. Provide forthright and impartial advice, without fear or favour, in a constructive manner that facilitates the achievement of organizational objectives.

3.2.9.2. An employee SHALL NOT:

- a. Fear consequences for being honest and sincere in his duties;
- b. Change his position or stand upon unfair pressure; and
- c. Lose focus of the organizational mandates, and his duties and responsibilities.

3.2.10. Selflessness means giving priority to the nation's interests and his official duty

3.2.10.1. An employee SHALL:

- a. Always prioritize the public interest in decision-making and put official obligations before personal interests.

- b. Be courteous, cooperative, and a team player, considering the needs and aspirations of colleagues; and
- c. As a head or supervisor, be considerate of staff needs to the extent possible.

3.2.10.2. An employee SHALL NOT:

- a. Be influenced by ulterior motives while carrying out duties; and
- b. Intentionally disadvantage a colleague for one's own benefits.

3.2.11. Loyalty means being true, loyal and faithful to the *Tsa- Wa-Sum* at all times.

3.2.11.1. An employee SHALL:

- a. Diligently defend and implement the policies and programmes of the Royal Government and the ECB.
- b. Actively work towards achieving the objectives of the ECB; and
- c. Exercise economy and prudence in the utilisation of public resources.

3.2.11.2. An employee SHALL NOT:

- a. Criticise publicly the policies, programmes, and actions of the Royal Government and the ECB;
- b. Engage in corruption as defined by the relevant Authority; and
- c. Obstruct the success of the ECB, steal or vandalise office properties, or engage in embezzlement.

3.2.12. Right attitude means having a positive way of thinking and perception.

3.2.12.1. An employee SHALL:

- a. Maintain a positive attitude and foster effective interpersonal relationships.

- b. Embrace feedback, promote self-improvement, and support colleagues' growth.
- c. Demonstrate motivation, diligence, and accountability.
- d. Show respect to seniors, peers, and subordinates, promote organisational harmony and value and respect contributions of everyone in the organisation; and
- e. Always recognize that, as a 'public servant,' he is paid to serve and must provide services with the right mindset and follow established procedures.

3.2.12.2. An employee SHALL NOT:

- a. Resent accountability or be intolerant of disagreements.
- b. Think he is doing his clients a favour by doing his job; and
- c. Ignore instructions and established norms and guidelines.

3.2.13. Patriotism means love for one's country and serving its interests with heart and mind.

3.2.13.1. An employee SHALL:

- a. Serve the *Tsa-Wa-Sum* with a commitment to strengthening peace, prosperity, and happiness.
- b. Act as a Goodwill Ambassador of the country while on study/training or otherwise abroad bringing back knowledge and skills to benefit the ECB and nation; and
- c. Be willing to volunteer to serve the nation in times of need.

3.2.13.2. An employee SHALL NOT:

- a. Engage in any thought or action that would undermine peace, security and sovereignty of the nation; and
- b. Express views or involve in activity that would tarnish the image of the country.

3.2.14. Professional excellence means possessing the right attitude and aptitude supported by strong values.

3.2.14.1. An employee SHALL:

- a. Serve with competence, efficiency, timeliness, and truthfulness; and uphold ethical and responsible conduct.
- b. Maintain an acceptable standard of behaviour, and earn the respect of all stakeholders.
- c. Demonstrate creativity, productivity, and continuous self-improvement in their work.
- d. Foster support, cooperation, and effective communication within and beyond the ECB while striving to minimise resource wastage.
- e. Uphold *Driglam Namzha*, official decorum and refrain from conduct that affects one's performance of official duties and/ or tarnishes the Electoral Service's image, or endangers safety of other people.
- f. Maintain consistent punctuality and regular attendance at work while setting an example through their exemplary conduct and behaviour consistently.
- g. Respect and undergo a medical test, drug test and treatment plan prescribed by the competent authority/ECB.
- h. Lead and manage human resources effectively and responsibly, ensuring efficient and ethical utilisation of personnel.
- i. Use their position and resources to fulfil the mandates of the Commission, aligning actions with the ECB's goals and objectives.
- j. Be a role model within and outside the ECB and respect the public interest in decision-making.
- k. Declare Conflict of Interest.

- l. Be economical and result-oriented, and continuously seek to enhance services.
- m. Uphold ethical principles associated with their duties and be accountable for decisions and actions, ensuring decisions are made based on merit of each case.
- n. Give all his expertise and feedback including grievances in-house or to relevant authority implementing the policies; and
- o. Provide the required information necessary to keep the public informed on key policies and decisions as per established protocol of the ECB.

3.2.14.2. An employee SHALL NOT:

- a. Engage in unethical behaviour and substandard skills while carrying out duty;
- b. Discriminate or favour his clients while performing duty or intentionally delay a service or ignore a client.
- c. Indulge in gambling or imbibing intoxicating substances like consuming drugs, alcoholic drinks or any other substance that could compromise personal integrity, work performance, normal behaviour or safety of others.
- d. Engage in individual or group altercation in public, related to official duty or otherwise.
- e. Engage in any actions that falsely diminish the honour, reputation, and dignity of fellow employees or clients, including insulting, disclosing personal aspects in public, criticising, humiliating, resorting to unreasonable arguments, or violence during duty.
- f. Misuse human resources (such as assigning personal tasks to subordinates or influencing clients and staff for personal gains) and government properties and adhere to established rules and legal requirements for responsible resource management.
- g. Engage in proselytisation.



- h. Remain apathetic, unproductive and leave tasks incomplete.
- i. Influence others with negative views about the job and make them ineffective; and
- j. De-motivate his subordinates by withholding important information about the Commission's objectives, priorities and decisions.

3.2.15. An employee shall be apolitical, non-partisan and not stand for election under electoral laws of the Kingdom. Any communication relayed by an employee in support or opposition of a Political Party or a Candidate shall be treated as political advertising and direct violation of Electoral Service Values and Conduct, if so alleged and proven.

3.2.15.1. An employee SHALL:

- a. Remain and uphold the political neutrality of the Electoral Service at all times.
- b. Provide forthright and impartial advice to the ECB.
- c. Speak truth to power.
- d. Discharge official duties without fear and favour.
- e. Institute fair and transparent systems with proper documentation to ensure that decision making is not politicised; and
- f. Provide correct information to the ECB.

3.2.15.2. An employee SHALL NOT:

- a. Be a candidate for any election conducted under the electoral laws of the Kingdom of Bhutan or hold any paid or unpaid post in any political party.
- b. Canvass for a political party or a candidate in an election conducted under the electoral laws of the Kingdom.
- c. Support or carry out any activities related to a political party, including use of social media to advertise political positions or in any way can be understood to be in support or against a Candidate or Party contesting elections.

- d. Express any opinion on Politics/Political Parties either explicitly or implicitly.
- e. Perform or neglect his duty based on his political view.
- f. Impose or influence another person's or group's political views.
- g. Indulge in any communication via telephonic means including individual or bulk SMS or the internet including social media, personal or official, individual or entity, textual or graphics that pertains to political views or positions, or in any way can be understood to be in support or against a Candidate or Party contesting elections; and
- h. Make contributions or fund any election campaign in favour of or against a candidate or a political party.

3.2.16. An employee shall maintain confidentiality of official information and decisions. In particular, an employee shall refrain from unauthorised communication of information, which shall be detrimental to the smooth and efficient functioning of the Royal Government and the prestige, territorial integrity, national security and stability of the Kingdom as a sovereign and independent nation.

3.2.16.1. An employee SHALL:

- a. Uphold the duty of confidentiality at all times, as per established norms, and be open with immediate official colleagues about decisions and actions as appropriate.
- b. Maintain confidentiality of information discovered in the course of duty, both while in service and after separation.
- c. Maintain the confidentiality of information critical to the nation's security and recognize the importance of not disclosing certain information to protect the broader national interest.
- d. Realise that the security and sovereignty of the nation are of utmost priority for every Bhutanese; and
- e. Ensure he has the necessary authority to disclose important official information.

3.2.16.2. An employee SHALL NOT:

- a. Disclose critical information to an inappropriate person or audience/platform/forum.
- b. Share information with anyone including his family until it is made public by the authority concerned or an authorised person; and
- c. Not use official information for personal gain or to incite disorder in the community or nation.

3.2.17. An employee shall not accept titles or decorations from foreign States or Organisations without the approval of the ECB.

3.2.17.1. An employee SHALL:

- a. Judge, rationalise, analyse and convince himself that such title or decoration does not have any negative implication to Commission and the nation.
- b. Be sure that it is not in conflict with his official duties and responsibilities; and
- c. Communicate to the ECB or any appropriate authority, and obtain prior approval.

3.2.17.2. An employee SHALL NOT:

- a. Accept title or decoration that may not be in the interest of the Commission and the nation.
- b. Seek or accept a title or decoration that may entail conflict of interest; and
- c. Accept a title or decoration without prior approval of the ECB or an appropriate authority

3.2.18. An employee shall not engage in sexual harassment. Sexual harassment means an “unwelcome verbal, visual, or physical conduct of a sexual nature that affects working conditions or creates a hostile work environment.”

3.2.18.1. An employee SHALL:

- a. Avoid and discourage using words and gestures that may be sexually offensive or suggest sexual interest;
- b. Communicate and provide feedback if what his superiors and colleagues/subordinates do or say is professionally or morally unacceptable;
- c. Report to appropriate authority without fear or prejudice if the situation does not improve; and
- d. Maintain confidentiality of identity and ensure protection of the informant.

3.2.18.2. An employee SHALL NOT:

- a. Pass lewd remarks to his clients and colleagues;
- b. Engage in physical gestures or activities that may suggest sexual interests; and
- c. Use his position to gain or force sexual favour.

### **3.3. Private Trade and Employment**

- 3.3.1. An employee shall not engage in private trade and employment and commercial activities.

3.3.1.1. An employee SHALL:

- a. Annually declare the business/trade of his spouse/dependents to the ECB where the employee is employed through the Asset Declaration system; and
- b. Refrain from participation in the Tender Committee if there is a conflict of interest by way of participation of his spouse/ dependant(s) or close relative/associates in the bid or the employee concerned has a direct interest in any of the parties competing in the bid.

3.3.1.2. An employee SHALL NOT:

- a. Become a member of the Board of Directors of a private company/public company, institute, NGO, Religious Organisation and CSO, etc. without prior approval of the ECB.

- b. Be allowed to participate in the supply of goods and services by the spouse or dependents of the employee to the ECB where he is employed or has authority over it.
- c. Become a member of the Editorial Board of any newspaper and other media and multimedia platforms.
- d. Carry out consultancy services.
- e. Be allowed to participate as a resource person/guest lecturer without prior approval of the immediate Supervisor.
- f. Act or produce movies and engage in other commercial entertainments.
- g. Hold majority shares of any company; and
- h. Communicate any information to the bidders, except those officially required.

### **3.4. Scope of Electoral Service Values and Conduct**

- 3.4.1. Electoral Service Values and Conduct detailed in this Chapter is not exhaustive or limited to it.

### **3.5. Accountability**

- 3.5.1. An employee concerned shall be accountable and liable for administrative actions for breach of Electoral Service Values and Code of Conduct as prescribed in this Rule.
- 3.5.2. An employee in managerial and supervisory roles shall be accountable to provide necessary leadership and control over his subordinates, amongst others, to ensure that there is no corruption or serious official misconduct amongst his subordinates.
- 3.5.3. An employee, particularly in a managerial and supervisory role, shall be liable for supervisory accountability in the event serious corruption or official misconduct charges are brought against his subordinates, for the lack of his supervision and reporting to authority.



Election Commission of Bhutan  
Royal Government of Bhutan

**COMMITMENT TO THE ELECTORAL SERVICE  
VALUES AND CODE OF CONDUCT**

1. I have received and read the Electoral Service Values and Code of Conduct and I understand:
  - a. The standards and policies contained in the Electoral Service Values and Code and that there may be additional policies or laws.
  - b. That I can obtain clarification on any aspect of the Values and Code from the CHRO; and
2. I understand and agree that:
  - a. This Code forms part of my terms of my employment in the Electoral Service and I shall comply with the Values and Code at all times.
  - b. In the event I violate any of the values and Code of Conduct, the ECB may take disciplinary actions against me, up to and including termination of my employment.

Employee Name:.....

Employee ID No.:.....

Signature:.....

Date:.....

**Note:**

- i. Please sign and return this form to the Human Resource Division.
- ii. HRD to file a copy in the personal file of the electoral employee.



Election Commission of Bhutan  
Royal Government of Bhutan

## DECLARATION OF CONFLICT OF INTEREST

I,..... (name), bearing CID No: .....,  
(Position Title).....(Agency) .....  
as per the provisions of Chapter 3 of the ECBSRR 2025, declare that in serving as a member  
of.....(Committee) in the ECB:

- I do not have or anticipate any Conflict of Interest. I shall notify the Commission concerned immediately in the event such interests arise in the course of or before discharging my duty;

OR

- I do have Conflict of Interest in view of the following reason(s):
- Family Member:.....
- Close Relative: .....
- Close Friend:.....
- In-Laws:.....
- Enemy:.....
- Others:.....

I hereby confirm that the above information is true to the best of my knowledge. In the event the above declaration is found to be incorrect, I shall be liable for administrative/legal action.

Date:.....

Place:.....

Signature: .....

**ELECTION COMMISSION OF BHUTAN SERVICE  
RULES AND REGULATIONS  
2025**

**CHAPTER 4  
RECRUITMENT, SELECTION AND APPOINTMENT**

*- REGULAR AND CONTRACT*





## **CHAPTER 4. RECRUITMENT, SELECTION AND APPOINTMENT**

### **- REGULAR AND CONTRACT**

#### **4.1. Policy**

- 4.1.1. Provide equal opportunity for employment and career advancement through recruitment, selection and appointment in the Electoral Service on the basis of merit, qualification, competency and a fair and open competitive selection process.
- 4.1.2. Recruit the most qualified and capable candidate with the right attitude for the right job to ensure professionalism in the Electoral Service.
- 4.1.3. Former employees of the ECB may be reintegrated into the system, at the same level, based on the vacancy available and through a selection process.
- 4.1.4. Allow flexible HR management for the following:
  - 4.1.4.1. Time-bound projects and programmes;
  - 4.1.4.2. Meeting short-term and urgent HR requirements in the Electoral Service;
  - 4.1.4.3. Regular positions where there are deployment or other challenges resulting from ad-hoc policy changes;
  - 4.1.4.4. Assess/experiment new positions to validate requirements;
  - 4.1.4.5. Positions which may become redundant or irrelevant in the future;
  - 4.1.4.6. Facilitate recruitment and retention of qualified person with right attitude for the right job;
  - 4.1.4.7. Facilitate recruitment of candidates with experience and qualification; and
- 4.1.5. Maintain a small, compact and efficient Electoral Service.

#### **4.2. Types of Employment**

- 4.2.1. Recruitment shall be conducted for four types of employment as follows:
  - 4.2.1.1. Regular

- 4.2.1.2. Contract
- 4.2.1.3. General and Elementary Services
- 4.2.1.4. International/National Volunteers

### **4.3. Regular Recruitment**

#### **4.3.1. Strategy**

- 4.3.1.1. Determine existing as well as emerging vacant positions in the Electoral Service through a periodic ODE and five-year staffing plan supported by annual recruitment plan.
- 4.3.1.2. Recruitment against a vacant position shall be through open competitive examination either by recruiting new employees or in-service employees.
- 4.3.1.3. Recruit university graduates through competitive examinations conducted in accordance with Chapter 5 for appointments into PMC.
- 4.3.1.4. Regular appointments into the Electoral Service for all positions shall take place year-round provided it is in accordance with the approved staffing pattern and available vacancies in the ECB.

Sl.No	Position Category	Authority
i	PMC	ECB
ii	SSC	ECB
iii	OC	ECB

#### **4.3.2. Eligibility**

- 4.3.2.1. A candidate is eligible for recruitment, selection and appointment as regular employee, if the candidate:
  - a. Is a Bhutanese citizen;
  - b. Meet the minimum qualification requirements specified for the particular position as per the Position Directory and Job Description;
  - c. Have attained at least 18 years of age and is not more than

45 years on the date of appointment for pre-service candidates; and

- d. For in-service, they shall meet the minimum qualification required and have no service obligation.

#### 4.3.3. Disqualification

4.3.3.1. A candidate shall not be eligible for recruitment, selection and appointment if the candidate has:

- a. The academic qualification which is availed through distance education or is not full time on campus course meeting the requirement of minimum contact hours;
- b. Been convicted of a criminal offence or is under investigation or prosecution for a criminal offence;
- c. Been terminated or compulsorily retired from employment.
- d. Been adjudged medically unfit by a competent RGoB medical doctor for employment
- e. Intentionally provided false information in the application for employment or used fraudulent practices in the recruitment examination;
- f. Furnished fake/forged testimonials/documents;
- g. Failed to furnish testimonials as required under the ECBSRR;
- h. Participated in politics and had not completed the minimum 'cooling period' of one year; and
- i. Been separated on Early Retirement Scheme (ERS).

#### 4.3.4. Recruitment Planning Process

4.3.4.1. The recruitment planning process shall be aligned to the Five-Year Plan (FYP).

4.3.4.2. The Commission shall determine the staffing pattern and strength required for the ECB.

4.3.4.3. Recruitment shall be carried out through open competition.

#### 4.3.5. Selection

- 4.3.5.1. The selection of candidates shall be based on the fair and competitive selection process by a selection panel as empaneled by the ECB.
- 4.3.5.2. The vacancy announcement, document requirement, shortlisting process and selection shall be as per the HR Procedures.
- 4.3.6. Appointment
  - 4.3.6.1. The ECB shall appoint university graduates selected through the open competitive examination in the PMC positions. A selected officer shall be appointed initially to begin his career at P5 unless otherwise specified.
  - 4.3.6.2. The ECB shall appoint the successful candidates in the SSC and OC category as per the procedures prescribed.
  - 4.3.6.3. A selected candidate before the appointment into the Electoral Service shall be required to undergo mandatory drug tests. Failing to produce a negative drug test result shall lead to disqualification for appointment into the Electoral Service. The vacancy shall be offered to the next qualified candidate in order of merit.
  - 4.3.6.4. The ECB shall submit the details of selected candidates as required through the online system.
  - 4.3.6.5. Shortlisted In-service candidates shall submit:
    - a. No Objection Certificate from the current employer.
    - b. Valid Audit Clearance.
    - c. Valid Security Clearance.
    - d. Negative Drug Test Result.
  - 4.3.6.6. ECB shall allot Employee Identity (EID) number upon completion of the recruitment process.
  - 4.3.6.7. In the event the selected candidate withdraws his candidature or a similar vacancy arises in the ECB within a period of three months from the endorsement of the result by the HRC, the post may be offered to the next candidate in order of merit of the selection result subject to fulfilling the predetermined minimum cut-off percentage.
  - 4.3.6.8. An employee shall be eligible for transfer only after serving a minimum of three years, including probation period, from the date of initial appointment as per Section 13.4.5.1.

#### 4.3.7. Probation

- 4.3.7.1. A candidate selected for appointment shall initially be placed on probation for a period of one year before his appointment to regular service is confirmed.
- 4.3.7.2. The probation period shall not be considered as part of active service for the purpose of promotion and long-term study leave.
- 4.3.7.3. An employee on probation shall be eligible for STT as per Section 7.6.2.
- 4.3.7.4. An employee on probation shall be entitled to leave as per Chapter 8.
- 4.3.7.5. An in-service candidate shall not be required to serve probation provided the service of the candidate has been regularized upon completion of one-year probation in the earlier position.
- 4.3.7.6. The probation period may be extended if the probationer fails to meet the required standards and falls below performance expectations.

#### 4.3.8. Orientation

- 4.3.8.1. A new employee shall undergo a structured orientation programme.

#### 4.3.9. Service Obligation

- 4.3.9.1. A candidate appointed shall have a minimum service obligation of four years of active service including probation.
- 4.3.9.2. An employee resigning before fulfilling the obligation as per Section 4.3.9.1 shall forfeit his retirement benefits, except Provident Fund and Group Insurance Scheme benefits. Further, the employee shall be liable to compensate, on a prorated basis, an amount equivalent to the Basic Pay for the remaining period of the required service obligation.
- 4.3.9.3. Employees shall obtain a No Objection Certificate (NOC) from the Commission before applying for any employment, attending interviews, or sitting for selection examinations outside the ECB.

Failure to comply with this provision shall result in the employee not being relieved from the ECB.

### **4.4. Contract Recruitment**

#### 4.4.1. Category

Contract service shall be categorized as:

#### 4.4.1.1. Regular Contract

- a. The recruitment of employees under this category shall be against the approved staff strength to address the shortage of adequately skilled/trained human resources based on the following conditions:
  - i. There is a critical need for the specific qualification, skills, and experience in that position category;
  - ii. All appointments at the Professional & Management Category, Supervisory & Support Category and Operational Category shall be at the entry position;
  - iii. The employee shall be eligible for 30 percent contract allowance; and
  - iv. Pay and benefits shall be as provided in Schedule 4/A.

#### 4.4.1.2. Consolidated Contract

- a. The recruitment of employee under this category shall be against the approved strength for positions based on the following conditions:
  - i. There is an urgent requirement to fill vacancies in a particular position category;
  - ii. The appointment at the PMC shall be at the same level to the entry position. An appointment at Supervisory & Support Category and the Operational Category shall be at the corresponding entry position level;
  - iii. The employee shall not be eligible for contract allowance; and
  - iv. Pay and benefits shall be as provided in Section Schedule 4/A.

#### 4.4.2. Authority

- 4.4.2.1. The authority for approval of recruitment, selection and appointment into the Electoral Service on contract are as follows:

Sl.No	Contract Type	Authority
i	Regular Contract	ECB

ii	Consolidated Contract for PMC and above	ECB
iii	Consolidated Contract for SSC and below	ECB

#### 4.4.3. Eligibility

A candidate applying for the post shall:

- 4.4.3.1. Meet all the minimum qualification requirements specified for the particular position as per the Position Directory and Job Description;
- 4.4.3.2. Have attained at least 18 years of age on the date of appointment; and
- 4.4.3.3. Not superannuated as per the superannuation age of the position category during the contract period.

#### 4.4.4. Disqualification

- 4.4.4.1. A candidate applying for the post shall not be eligible for recruitment, selection and appointment as determined by the disqualification in Section 4.3.4.1.

#### 4.4.5. General Terms

A contract employee shall:

- 4.4.5.1. Initially, be appointed for a maximum period of three years;
- 4.4.5.2. Abide by the Electoral Service Values and Conduct;
- 4.4.5.3. Abide by the terms and conditions specified in the agreement and the ECBSRR;
- 4.4.5.4. Intra-ECB transfer may be considered for contract employees without any cost to the Government.
- 4.4.5.5. Not be placed on probation;
- 4.4.5.6. Not be eligible for extraordinary leave; and
- 4.4.5.7. Be subject to Performance Appraisal.

#### 4.4.6. Recruitment, Selection and Appointment Procedure



- 4.4.6.1. The recruitment, selection and Appointment procedures shall follow the HR Manual.

#### 4.4.7. Extension and Renewal

- 4.4.7.1. The ECB may extend or renew the contract, subject to the agreement of both the employer and employee, for periods of up to three years at a time, not beyond the age of superannuation.
- 4.4.7.2. The criteria for contract extension and renewal shall be based on the following:
  - a. Minimum performance and potential of Good/Meeting expectation and above with exception for one PME per contract term;
  - b. Leadership Feedback of good and above for those in management positions;
  - c. Availability of vacancy; and
  - d. Clean service history which shall not contain any record of indiscipline, adverse report, misdemeanour, financial dishonesty, or any act that is considered as a violation of the Electoral Service Values and Conduct and Administrative Discipline.

#### 4.4.8. Termination of Contract

- 4.4.8.1. A contract employee shall be liable to be removed from service at any time when the ECB finds his services are no longer required.
- 4.4.8.2. A minimum of three months' notice shall be issued by the party intending to terminate the contract before the expiry of the term. In the event of failure to serve the notice in advance of the required period, the defaulting party shall pay to the other the gross pay for the prescribed notice period, pro-rated on a monthly basis.
- 4.4.8.3. However, based on public interest, HRC may withhold premature contract termination up to a maximum period of six months from the notified date.

#### 4.4.9. Other Appointments

The ECB shall be the authority responsible for recruitment, selection, appointment, and extension of:

- 4.4.9.1. Temporary employees including field attachment of university graduates for approved, specific and time-bound activities up to a

maximum of six months. However, such recruitments shall be subject to availability of approved budget and HRC's approval.

#### 4.4.10. Remuneration, Benefits and Training

##### 4.4.10.1. Remuneration

- a. The ECB shall during the employment period, pay to the contract employee, pay and allowances as per the Pay Fixation specified in Part-II of Form 4/2.
- b. The Electoral Service promotion rules shall not apply to the contract employees. However, the ECB may consider revision of the terms and conditions for payment of a higher salary or assignment of a higher position level when the contract is renewed after a minimum period of five years of service based on performance. Contract upgradation shall be delayed by one year for every performance rating of "Partially Meeting Expectation".
- c. Annual increment shall be given to regular contract employees following the pay scale structure. The employees under consolidated contract shall not be eligible for annual increment.
- d. As and when the Electoral Service pay is revised, remuneration of contract employees shall also be revised accordingly, where admissible, as per the prevailing financial rule.
- e. For the purpose of payment of salary, in the event of the death of an employee, salary shall be paid for the whole month.

##### 4.4.10.2. Training

- a. Be eligible for profession related in-country and ex-country STT. However, for ex-country STT, the programme shall be skills based or leading to greater specialisation and the candidates shall have at least 6 months minimum service after the end of the course (prior to the contract end date).
- b. The HRC shall ensure that only relevant employees are nominated for the training.
- c. HRC shall rationalise on the frequency of the employee's training.
- d. DSA and related expenses shall be payable as per the

existing financial rules.

#### 4.4.10.3. Leave

A contract employee shall be eligible for the following categories of leave except for EOL and Study Leave.

- a. Casual Leave, Bereavement Leave and Paternity Leave shall be as per the relevant sections in Chapter 8 of the Rule.
- b. Maternity Leave
  - i. The employee shall be eligible for Maternity Leave as per Section 8.7 of the Rule if the employee has served a minimum of 12 months of service.
  - ii. However, if the employee has not completed 12 months of service before applying for the leave, she shall be eligible for three months of Maternity Leave.
  - iii. New appointees who are within the maternity period (3 months) shall be eligible for the balance Maternity Leave, calculated from the date of delivery of child(ren).
- c. Annual Leave
  - i. The employee shall be eligible for Annual leave of 21 working days in a year provided the contract term is one year or more. However, employees recruited for less than one year will be eligible for Casual leave of 10 working days.
- d. Medical Leave
  - i. The employee, who has been certified as incapable of performing duties due to illness or injury shall be granted Medical Leave up to a period of one month on production of a medical certificate from a certified medical doctor in Bhutan per contract term. The HRC may grant extension based on medical reports but such extension shall not exceed 30 days inclusive of weekends and public holidays per contract term.
  - ii. The employee on Medical Leave shall be entitled to Gross Pay. However, medical leave beyond one month shall be leave without pay per contract term.

- iii. If the Medical Leave exceeds two months at a time, the employer shall terminate the contract without notice whereby the employee shall be paid gratuity for the completed years of satisfactory service and repatriation benefits.
- e. Medical Escort Leave
  - i. The employee shall be granted Medical Escort Leave for a maximum period of one month to escort direct dependents. The HRC may grant extension based on medical reports but such extension shall not exceed 30 days inclusive of weekends and public holidays per contract term. The leave beyond one month shall be leave without pay per contract term.
  - ii. The employee on Leave shall be entitled to Gross Pay. However, leave beyond one month shall be leave without pay per contract term.
- f. Housing Allowances
  - i. The employee shall be eligible for house rent allowance, where admissible, as per the prevailing financial rules.
  - ii. However, if Government accommodation is provided, house rent shall be deducted as per the prevailing rules.
- g. Medical Facility
  - i. Medical treatment for a contract employee and his family members shall be provided by the Government as per the medical treatment rules.
- h. Pension, Provident Fund and Insurance Scheme
  - i. Pension, Provident Fund and Government Employee Group Insurance Scheme shall be in accordance with relevant laws and regulations of the RGoB.
- i. Compensation
  - i. In the event of death, injury, or illness attributable to the performance of service under the terms of the contract, the employee shall be entitled only to compensation payable under Government Employee

Group Insurance Scheme admissible for the Position Level.

j. Deduction

- i. Tax deducted at source for Personal Income Tax (PIT) and other statutory deductions shall be made according to the prevailing rules.

4.4.10.4. Terminal Benefit

a. Gratuity

- i. A contract employee shall be entitled to receive one month's last basic pay as gratuity for every completed year of contract service.
- ii. In the event the employee initiates and terminates the contract before the expiry of the contract term, three months' notice should be given to the employer to avail the gratuity for the completed year of contract service.
- iii. In the event the employer terminates the contract, the gratuity shall be paid for the completed year of contract service. However, when the employee's contract is terminated by the employer on the grounds of non-performance or misconduct or breach of contract terms and conditions, he shall not be eligible for gratuity.
- iv. In the event of the employee's death while in service, the gratuity shall be payable to the nominee(s) of the employee for the completed year of contract service.

b. Repatriation Benefits

- i. The following repatriation benefits shall be payable to the employee only once during the entire Electoral Service period, irrespective of changing the status or terms of appointment:
  - 1. Transfer grant according to the prevailing rules;
  - 2. Travel allowance of an amount equal to the last basic pay; and
  - 3. Transport charge of personal effects pegged

to a position as per prevailing rules.

ii. Repatriation benefit shall, however, not be permissible on the following conditions:

1. When the employee's contract is terminated by the employer on grounds of non-performance or misconduct or breach of contract terms and conditions; or
2. When the employee initiates and terminates the contract before the expiry of the initial contract term; and
3. When the service status has changed from contract to regular Electoral Service. The exception shall be if the employee is required to travel to his new place of posting. The benefits shall be as specified under Section 9.11.

#### 4.4.10.5. Mode of Payment

Remuneration, allowances and all other entitlements under the Rule shall be payable in Ngultrums.

### **4.5. International Volunteers**

- 4.5.1. The ECB shall determine the requirement, approve and coordinate recruitment of International Volunteers in the Electoral Service.
- 4.5.2. International Volunteers are not regular employees and they shall be governed by the terms and conditions of the Memorandum of Understanding signed between the ECB/authorised Agency and the respective Volunteer Agencies.



**Election Commission of Bhutan  
Royal Government of Bhutan**

**ELECTORAL SERVICE EMPLOYMENT APPLICATION FORM**

**(Fill in BLOCK letters)**

1. Full Name: ..... Sex: M..... F.....  
Religion: .....
2. Village/Thromde: ..... Gewog: ..... Dzongkhag: .....  
Thram No: ..... House No: .....
3. Date of Birth (DD/MM/YYYY): .....  
Nationality: .....  
Citizenship ID No: .....
4. Post Applied for: .....
5. Email Address: .....
6. Mobile No: .....
7. Present Address:.....
8. Declaration:

Sl. No.	Particulars	Yes	No
i	I have been convicted of a criminal offence/corruption charge or am under criminal proceedings/corruption charges		
ii	I have been terminated or compulsorily retired from employment		
iii	I have been demoted, suspended, or had my increment withheld due to disciplinary reasons, administrative actions, or failure to perform my duties effectively in my previous organization.		
iv	I have been adjudged medically unfit for employment by a competent medical doctor		
v	I have intentionally provided false information in the application for employment or used fraudulent practices in the recruitment examination		
vi	I have furnished fake/forged testimonials/documents		
vii	I have failed to furnish testimonials as required under the ECBSRR		
viii	I have participated in politics (If Yes, move to Sl. No viii, If No, move to Sl. No. ix)		
ix	I have completed the minimum 'cooling period' of one year		
x	I have been otherwise disqualified by the Government for appointment in the Electoral Service and		
xi	I have obligation to my former employer		

9. Academic Qualification: (please start with the Institute last attended)

Name of Institute	Subjects	Level of Qualification	Aggregate %	Start Date	End Date	Country

10. Marks obtained in percentage in the ESE (if relevant)

- Exam category: .....
- Aggregate %: .....
- Position/Ranking: .....

11. Training:



Name of Institute	Field of Study	Duration	Start Date	End Date	Country

**Employment History (if applicable):**

Organisation	Position Held	Period		Appointment Status	Place Served	Reason for Change
		From	To			
Past Employment						
Present Employment: (attach No Objection Certificate from current employer)						

12. Declaration: I hereby declare that the information given herein is true and complete to the best of my knowledge. In the event of detection of false or misleading information, I understand that the ECB shall withdraw/terminate my service without any recourse; confiscate such transcripts/testimonials; debar from seeking employment in the Electoral Service and prosecute in the court of law for legal actions. I also undertake to abide by all the Rules and Regulations.

13. Oath of Allegiance: I pledge to serve *Tsa-Wa-Sum* with *Lue-Nga-Yi-Sum*.

Date:.....

Signature of Applicant: .....  
(Affix Legal Stamp)

**Note 1:**

*This form should be accompanied by the following documents:*

- I. Copy of valid citizenship identity card;*
- II. Copies of academic transcripts and certificate(s);*

- III. *Copies of relevant training certificate(s);*
- IV. *Medical fitness certificate;*
- V. *Passport size photograph;*
- VI. *No objection certificate, if employed;*
- VII. *Ensure that online security clearance certificate is valid;*
- VIII. *Copies of certificate(s) on extra-curricular activities; and*
- IX. *Any other documents specified in the vacancy announcement.*

**Note 2:**

*All original documents should be produced at the time of the interview.*

For use by the ECB

Verified by: .....

Agency: .....

Name: .....

Position Title:.....

EID No: .....

Signature: .....



Election Commission of Bhutan  
Royal Government of Bhutan

## AGREEMENT ON SERVICE TERMS AND CONDITIONS FOR CONTRACT EMPLOYEES

### PART I: GENERAL CONDITIONS

#### 1. Agreement

THIS AGREEMENT is executed on ..... (DD/MM/YYYY) between (the ECB, hereinafter called “the employer” and Mr./Ms....., hereinafter called “the employee.”

WHEREAS the employer desires to engage the services of the contract employee on the terms and conditions hereinafter set forth; and

WHEREAS the contract employee is ready and willing to accept this engagement of service with the Election Commission of Bhutan on these terms and conditions.

#### 2. Nature of Service

The employer shall employ the employee on ..... contract and he shall serve the employer as ..... or in such other capacity/place/department as the employer may from time to time require.

#### 3. Duration of Agreement

The employment hereunder shall be for a total period of ..... months commencing from the day ..... month ..... year (hereinafter referred to as the contract period), subject to premature termination as hereinafter provided.

#### 4. Documents

Upon joining duty in the organisation concerned, the contract employee shall send a copy of his joining report through the controlling officer concerned to the employer.

The contract employee shall sign an oath of adherence to the Electoral Service Values, Conduct and confidentiality requirements in the prescribed format.

#### 5. Duty

The contract employee shall devote exclusively to duties or to such other duties as the employer shall reasonably assign to him and shall personally attend thereto at all times by day or by night (including Sundays and public holidays, if necessary) except in the

case of illness or accident in which case the employee shall forthwith notify the employer of such illness or accident and shall furnish such evidence as it may require.

The contract employee shall promptly and faithfully obey, observe and comply with all lawful orders, instructions and directions of the employer and observe all the rules and regulations and instructions in force for and in respect of the Government property and management thereof.

## **6. Electoral Service Values and Conduct**

The employee shall be bound by the Electoral Service Values and Conduct prescribed in Chapter 3 of the ECBSRR and in particular shall:

- 6.1. At all times during the continuance of this Agreement use the best endeavours to promote the interest and welfare of the employer; and
- 6.2. Respect all the Bhutanese spiritual, traditional and cultural values and practices. Accordingly, the employee shall conduct at all times in accordance with the ECBSRR.

## **7. Remuneration and Allowance**

- 7.1. The employer shall during the employment period, pay to the contract employee the pay and allowances specified in Part-II which shall be payable monthly in arrears on the last working day of every calendar month.

## **8. Leave**

- 8.1. A contract employee shall be eligible for all the following categories of leaves except EOL and Study Leave as specified in Schedule 8/A.
  - 8.1.1. Casual Leave, Bereavement Leave, Paternity Leave, Medical Escort Leave shall be as per the Chapter 8 of this ECBSRR.
  - 8.1.2. Maternity Leave: The employee shall be eligible for Maternity Leave as per Section 8.7 of this ECBSRR if the employee has served a minimum of 12 months of service. However, if the employee has not completed 12 months of service before applying for the leave, he shall be eligible for three months of Maternity Leave.
  - 8.1.3. Annual Leave: The contract employee shall be entitled to 21 working days of annual leave. Such leave may be taken at any point during the fiscal year and shall not be eligible for monetary compensation or carryover to the subsequent year.
  - 8.1.4. Medical Leave: The employee, who has been certified as incapable of performing duties due to illness or injury shall be granted Medical Leave up to a period of one month on production of a medical certificate from a certified medical doctor in Bhutan, during contract term. The HRC may

grant extension based on medical reports but such extension shall not exceed 30 days inclusive of weekends and public holidays.

The employee on Medical Leave shall be entitled to Gross Pay. However, medical leave beyond one month shall be leave without pay.

If the Medical Leave exceeds two months at a time, the employer shall, following a discussion taken on a case-by-case basis, either extend the leave or terminate the contract by notifying the employee. In such an eventuality, the employee shall be paid gratuity for the completed years of satisfactory service and repatriation benefits.

- 8.1.5. Medical Escort Leave: The employee shall be granted the Medical Escort Leave, based on a medical certificate issued by competent authority, for a maximum period of one month to escort direct dependents. The HRC may grant extension based on medical reports, issued by competent authority, but such extension shall not exceed 30 days inclusive of weekends and public holidays during contract term. The leave beyond one month shall be leave without pay during contract term.

The employee on Leave shall be entitled to Gross Pay. However, leave beyond one month shall be leave without pay during contract term.

9. Training: The employee shall be eligible for profession relevant STT.

10. Medical Facility

A contract employee and the family members shall be provided medical treatment by the Government as per the prevailing medical treatment rules.

11. Housing

The employee shall be eligible for house rent allowance, where admissible, as per the prevailing financial rules. However, if Government accommodation is provided, house rent shall be deducted as per the prevailing rules.

12. Pension, Provident Fund, and Insurance Scheme

Pension, Provident Fund, Government Employee Group Insurance Scheme shall be, in accordance with relevant laws and regulations.

13. Compensation

In the event of death, injury, or illness attributable to the performance of service under the terms of this Agreement, the employee shall be entitled only to compensation payable under Government Employee Group Insurance Scheme admissible for the grade of his post.

14. Deduction

Personal Income Tax and other statutory deductions shall be deducted according to the prevailing rules.

15. Terminal Benefit

15.1. Gratuity

A contract employee shall be entitled to receive one month's last basic pay as gratuity for every completed year of contract service.

In the event the employee initiates and terminates the contract before the expiry of the contract term, three months' notice should be given to the employer to avail the gratuity for every completed year of contract service.

In the event the employer terminates the contract, the gratuity shall be paid for the completed year of contract service. However, when the employee's contract is terminated by the employer on ground of non-performance or misconduct or breach of contract terms and conditions, he shall not be eligible for gratuity.

In the event of the employee's death while in service, the gratuity shall be payable to the nominee(s) of the employee for the completed year of contract service.

15.2. Repatriation Benefit

15.2.1. The following repatriation benefits shall be payable to the employee only once during the entire Electoral Service period, irrespective of changing the status or terms of appointment:

15.2.1.1. Transfer grant according to the prevailing rules;

15.2.1.2. Travel Allowance of an amount equal to the last basic pay that the employee is entitled to at the time of repatriation; and

15.2.1.3. Transport charge of personal effects as per the prevailing rules.

15.2.2. However, repatriation benefit shall not be permissible on the following conditions:

15.2.2.1. When the employee's contract is terminated by the employer on ground of non-performance or misconduct or breach of contract terms and conditions;

15.2.2.2. When the employee initiates and terminates the contract before expiry of the initial contract term; and

15.2.2.3. When the service status is changed from contract to regular, except if required to travel to a new place of posting which should be as per Section 9.11 of the ECBSRR 2025.

## 16. Mode of Payment

Remuneration and allowances and all other entitlements under the agreement shall be payable only in Ngultrum.

## 17. Rights and Obligations of the Employee

- 17.1. The rights and obligations of the contract employee are strictly limited to the terms and conditions of this Agreement. Accordingly, the contract employee shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 17.2. The employee shall be solely liable for claims by third parties arising from the employee's own negligent acts or commissions in the course of performing this agreement, and under no circumstances shall the ECB be held liable for such claims by third parties.
- 17.3. The title rights, copyrights, and all other rights of whatever nature in any material produced under the provision of this agreement by the employee shall be vested exclusively with the ECB.
- 17.4. The employee shall not, at any time during the continuance of his employment hereunder, acquire or attempt to acquire any option or concession in Bhutan for him or any other person.
- 17.5. The employee shall not draw, accept or endorse any bill on behalf of the employer or in any way pledge the credit of the employer except so far as he may have been authorised by the employer either generally or in any particular case.

## 18. Unpublished Information

- 18.1. The contract employee shall not communicate to any person, Government, or other entities any unpublished information by reason of his association with the ECB except as required by this assignment or upon written authorisation by the ECB.
- 18.2. The contract employee shall not advertise or publicise his association with the ECB under this agreement. Nor shall the name, letterhead, emblem, or official seal of the ECB be used for business or professional purposes.

## 19. Confidentiality and Non-competition

The ECB requires, and the contract employee agrees that, during the term of the employment and at any time thereafter, the contract employee shall retain in confidence and not divulge or make available without the ECB's advance written consent to any person, firm, corporation, or entity other than the ECB or its designee, any information whatsoever. This includes the written embodiments of the services for the ECB, in reports, studies, or the like, acquired or developed during the term of employment, which relates to or concerns the business or operation of the ECB or of its clients or customers.

20. Renewal of Contract

Not less than three months before the date of which the contract employee's service in ECB under this Agreement is due to expire, he shall inform the employer in writing whether he desires to remain and continue in the service of the employer, who shall thereupon consider whether to re-engage the contract employee, provided that any such re-engagement shall be upon such conditions, including the duration of the new contract, as shall be agreed upon between the employer and employee.

The criteria for contract extension and renewal shall be based on Performance Rating, Availability of vacancy and clean service record.

Any notice to be given hereunder shall be given in writing addressed to the head of the Department/ECB.

21. Termination of Contract

A contract employee shall not be indispensable to the ECB and hence shall be liable to be removed from service at any time when the ECB finds his services redundant or in violation of any of these provisions.

A minimum of three months' notice shall be issued by the party intending to terminate the contract before expiry of the term. In the event of failure to serve the notice in advance of the required period, the defaulting party shall pay to the other, the basic pay of the employee for the stipulated notice period, pro-rated on a monthly basis.

The required notice period should also be given to avail gratuity.

Notwithstanding the above clauses in the interest of the ECB, HRC may withhold a voluntary resignation up to a maximum period of three months from the notified date.

22. Clearance Certificate

The contract employee shall be paid his retirement benefits upon completion of his assignment under this agreement upon production of a clearance certificate from the Royal Audit Authority and the ECB.

.....  
Seal and Signature of Employer

.....  
Signature of Employee



Note:

*Employer and Employee to sign on all pages of this document*

## **PART II: PAY FIXATION**

1. Position Title: ..... Position Level:.....

2. Department/Division/Dzongkhag:.....

3. Period of Contract

a. Initial appointment: from ..... to (DD/MM/YYYY)

b. Renewal/Extension: from ..... to (DD/MM/YYYY)

4. Contract Type (tick the relevant one): Regular ..... Consolidated ..... Special .....

5. Emolument

a. Basic Pay: Nu. [Nu. (in words) only]

b. Contract Allowance on monthly basic pay: (if eligible) Nu. ....

c. Annual Increment: (if eligible) Nu. ....

6. Other allowance (if entitled)

a. House rent allowance: Nu. per month

b. Uniform allowance: Nu. per month

c. Other allowances (specify)

.....

.....

..... : Nu. per month

7. Gross Income (5+6) : Nu. per month

8. Deductions: All deductions such as Personal Income Tax, Health Contribution, House rent (if a Government house is allotted) shall be levied as per the prevailing rules.

.....  
Seal and Signature of Employer

.....  
Signature of Employee

### **PART III: MISCELLANEOUS**

#### **Laws**

The Agreement shall be construed according to and be governed by the laws of the Kingdom of Bhutan.

#### **Appeal**

Any appeal due to breach of any of the terms and conditions under this agreement by either employer or employee shall have recourse to a legal action/arbitration in a court of law in the Kingdom of Bhutan only.

IN WITNESS WHEREOF, I, \_\_\_\_\_ (employer) on behalf of the ECB and  
I,... (employee), have hereto set our hands this day and year.

SIGNED by the contract employee .....  
DD/MM/YYYY  
(Affix Legal Stamp)

In the presence of  
SIGNED for and on behalf of the ECB:.....  
DD/MM/YYYY

In the presence of .....

**Election Commission of Bhutan**  
**SERVICE RULES AND REGULATIONS**  
**2025**

**CHAPTER 5**  
**RECRUITMENT OF UNIVERSITY GRADUATES FOR**  
**ELECTORAL SERVICES**



## **CHAPTER 5. RECRUITMENT OF UNIVERSITY GRADUATES FOR ELECTORAL SERVICES**

### **5.1. Policy**

- 5.1.1. Establish a fair, transparent, and merit-based examination system for the recruitment of university graduates in the Electoral Service to select the best and the brightest.

### **5.2. Strategy**

- 5.2.1. Ensure a rigorous, credible and merit based Open Competitive Examination (OCE) to be conducted as and when required.
- 5.2.2. This applies to all Bhutanese citizens who aspire to join the Electoral Service as regular in the PMC positions.

### **5.3. Selection Procedure**

#### **5.3.1. Stage I: Shortlisting**

- 5.3.1.1. Candidates shall be shortlisted for the Written Examination based on the criteria set by the Commission.

#### **5.3.2. Stage II: Written Examination**

- 5.3.2.1. Written Examination shall be conducted in English and Dzongkha consisting of essay or objective type questions, assessment of communication, logic and analytical skills, problem solving and data interpretation abilities, and general awareness/current affairs.

- 5.3.2.2. Marks obtained in the Written Examination shall be added to the Viva Voce to determine the final performance.

#### **5.3.3. Stage III: Viva Voce**

- 5.3.3.1. Viva Voce shall be conducted in both Dzongkha and English by committee members appointed by the ECB.

- 5.3.3.2. The assessment shall be based on a total of 100 marks and each Interview Committee Member shall assess individually.

- 5.3.3.3. Those shortlisted for viva voce shall produce all required documents in original for scrutiny by the interview panel for necessary action and award of consensual scores, wherever deemed necessary.

5.3.3.4. The parameters for the viva voce (Interview Form) shall be reviewed by the ECB periodically.

**5.3.4. Stage IV: Final Result**

5.3.4.1. The Final Result shall consist of three parts with weightage assigned against each as follows:

Part I: Academic Achievement	25%
Part II: Written Examination	50%
Part III: Viva Voce	25%

5.3.4.2. The ECB shall review weightage for the three parts of the examination periodically.

**5.3.5. Academic Achievement**

5.3.5.1. Academic achievement shall be assessed based on the marks obtained in the Bachelor's Degree (10%), Class XII (10%) and Class X (5%) from an education institution recognized by the competent authority of the RGoB.

5.3.5.2. A candidate having more than one Degree shall have the option to choose any one of the Degrees to be considered for the assessment while applying for the electoral service category examination. However, for the technical service category of examination, the most relevant degree shall be considered for assessment where necessary.

5.3.5.3. In the case of a candidate whose result is based on a letter grading system, the grades shall be converted to percentage as per the conversion table given in Schedule 5/A if the conversion value is not specified in the transcripts issued by the university.

**5.4. Eligibility**

5.4.1. Be a Bhutanese citizen;

5.4.2. Have attained at least 18 years and not be older than 35 years for pre-service and 45 years for in-service candidates, as on the last date of registration;

5.4.3. Have a minimum of Bachelor's Degree (full time on campus course meeting the requirement of the minimum contact hours) for a minimum

duration of three years from an Institute recognised by the competent authorities in the relevant field. Candidates from Shedras who are awarded equivalent Bachelor's/Master's Degree in two years;

5.4.4. Have a minimum of two-year Bachelor's Degree acquired by candidates with a minimum of Class X and a Certificate or Diploma of two years or more, if duly validated by competent authorities.

5.4.5. Meet the minimum qualification and subject requirements.

## **5.5. Disqualification**

5.5.1. A candidate shall not be eligible to appear for ESE if he has:

5.5.1.1. Been convicted of a criminal offence or is under investigation or prosecution for a criminal charge;

5.5.1.2. Been terminated or compulsorily retired from employment;

5.5.1.3. Been adjudged by a competent medical authority as mentally unsound;

5.5.1.4. Intentionally given false statements or used fraudulent practices in academic/ESE;

5.5.1.5. Used fake/forged documents;

5.5.1.6. Failed to furnish testimonials as required under the Electoral Service Rules; and

5.5.1.7. Participated in politics and not completed the required "cooling off" period of one year.

## **5.6. Authority**

5.6.1. The ECB shall be responsible for overall administration, coordination and management of ESE.

5.6.2. The ECB may liaise with relevant Council/Accreditation Authority, to recruit university graduates for the PMC.

5.6.3. The ECB shall collaborate with any entity or official from the relevant agency to assist the ECB in the preparation and smooth conduct of ESE, including facilities, and security personnel if required.

5.6.4. Any misconduct that breaches the confidentiality, credibility and legitimacy of the examination shall be liable for administrative and legal action.

- 5.6.5. Any breach of rules observed during the examination by a candidate shall be reported in writing by the Chief Invigilator. Such a candidate shall be liable for disciplinary/ legal action.

## **5.7. Setting Questions and Evaluating Answer Papers**

- 5.7.1. The Commission shall set the question papers and appoint qualified officials/ persons to evaluate the answer papers.
- 5.7.2. The ECB shall adopt relevant technologies or methodologies to carry out assessment of the answer sheets/papers as may deem appropriate.
- 5.7.3. The evaluation of answer sheets/papers shall be on the basis of alternate numbers, without disclosing the identity of the candidate by name and actual registration number.
- 5.7.4. The setting of question papers and evaluation of answer papers shall be conducted in strict secrecy. Any breach of the confidentiality of these processes by any official/person involved shall result in disciplinary/legal action as per the Undertaking executed.
- 5.7.5. The question setters, invigilators, evaluators and interview committee members and others so appointed shall be paid an honorarium.
- 5.7.6. The question setters, evaluators and interview committee members shall declare Conflict of Interest in the prescribed format given at Form 3/2.

## **5.8. Declaration of Result**

- 5.8.1. The ECB shall publicly declare the results with the rank in order of merit within one month from the date of the examination as per their registration number.
- 5.8.2. The ECB shall provide opportunity for appeal, after charging an administrative fee for each paper for review within five working days from the date of declaration of the result. The revaluation of answer papers shall not be permitted, except for the recounting. The outcome of the appeal shall be delivered within five ~~seven~~ working days from the last date for submission of appeal.
- 5.8.3. The ECB shall preserve all records of the examination results. However, the answer script and other documents shall be preserved only for one year.



- 5.8.4. The ECB shall not declare a candidate's result if he has not appeared in both two examination papers of Written Examination, and Viva Voce.

## **5.9. Selection and Placement**

- 5.9.1. Placement of qualified candidates shall be based on merit ranking of the ESE result, and availability of the vacancy, except for in-service candidates.
- 5.9.2. A selected candidate before the appointment into the Electoral Service shall be required to undergo mandatory drug tests.
- 5.9.3. Failure to produce a negative drug test result shall lead to disqualification for appointment and the ESE result shall remain cancelled for that particular year, but be eligible to appear for the ESE in the following year. The vacancy shall be offered to the next qualified candidate in the order of merit.
- 5.9.4. If a selected candidate withdraws his/her candidature within one month from the date of appointment for direct appointees, the ECB shall offer the vacancy to the next standby candidate.
- 5.9.5. For in-service (regular) candidates selected through the ESE, Position Level and seniority shall be protected or be appointed in the entry Position Level, whichever is higher.
- 5.9.6. In case there are tie-ranks in the final result, a candidate with higher score in the Written Examination will be selected for the vacant position and subsequently by the Viva Voce score if there is a need to further break the tie in the Written Examination scores.
- 5.9.7. An administrative fee of Nu. 5,000 shall be charged to those candidates who withdraw between the time period of signing the confirmation and before the oath taking ceremony to cover the administrative cost incurred.

**SCHEDULE 5/A**

<b>Academic Conversion Table</b>	
<b>Grading</b>	<b>Marks in %</b>
<b>A+</b>	<b>80</b>
<b>A</b>	<b>75</b>
<b>A-</b>	<b>70</b>
<b>B+</b>	<b>65</b>
<b>B</b>	<b>60</b>
<b>B-</b>	<b>55</b>
<b>C+</b>	<b>50</b>
<b>C</b>	<b>45</b>
<b>C-</b>	<b>40</b>
<b>D</b>	<b>35</b>

**ELECTION COMMISSION OF BHUTAN  
SERVICE RULES AND REGULATIONS  
2025**

**CHAPTER 6  
GENERAL AND ELEMENTARY SERVICE**

## **CHAPTER 6. GENERAL AND ELEMENTARY SERVICE**

### **6.1. Policy**

- 6.1.1. Facilitate appointment and management of service-oriented personnel
- 6.1.2. Meet the requirement of skilled and semi-skilled service personnel in the ECB.
- 6.1.3. Such personnel shall be outside the Electoral Service.

### **6.2. General and Elementary Service**

#### **6.2.1. Strategy**

- 6.2.1.1. Endeavour to outsource these services to private parties including individuals, whenever it is cost effective, in order to minimise the appointment of General Service Personnel (GSP) and Elementary Service Personnel (ESP) and gradually replace such appointments.
- 6.2.1.2. The ECB shall outsource the services provided by GSP/ESP.
- 6.2.1.3. GSP and ESP shall be recruited to meet the current requirement of semi-skilled and low skilled service personnel in the ECB.
- 6.2.1.4. The appointment of GSP/ESP shall be from the local community to the extent possible.

#### **6.2.2. General Rule**

- 6.2.2.1. The positions under the GSP/ESP against which appointments shall be made are given in Schedule 4/B and 4/C which may be revised from time to time.
- 6.2.2.2. GSP/ESP are not considered as Contract employees and their reference in this rule will be made explicitly as GSP/ESP.
- 6.2.2.3. Recruitment of GSP/ESP shall be as per the standard prescribed by the ECB and shall not be part of the Electoral Service.
- 6.2.2.4. Authority
  - a. The appointment of GSP/ESP shall be based on the standards and numbers approved by ECB.
  - b. The standards for new positions of GSP/ESP shall be reviewed by the ECB as and when required.

### 6.2.3. Recruitment and Selection Procedures

- 6.2.3.1. The Recruitment and Selection Committee shall observe the Electoral Service Values and Conduct as enshrined in the ECBSRR including declaration of “Conflict of Interest” as per Form 3/2.
- 6.2.3.2. The recruitment and selection of the GSP and ESP shall be in compliance with the HR Manual.

### 6.2.4. General Terms of Appointment

- 6.2.4.1. A candidate shall be a Bhutanese citizen.
- 6.2.4.2. A candidate shall have attained a minimum age of 18 years and is not more than 50 years at the time of recruitment.
- 6.2.4.3. Physical fitness of the candidate shall be taken into account.
- 6.2.4.4. A selected candidate shall submit a drug test report prior to appointment. If the selected candidate fails the drug test, the position shall be offered to the next candidate in order of merit ranking.
- 6.2.4.5. Initially be appointed for a maximum period of three years.
- 6.2.4.6. A GSP/ESP shall sign an agreement with the ECB specifying the terms and conditions at the time of appointment as per Form 4/1.
- 6.2.4.7. Performance appraisal of GSP/ESP shall be done on the agreed core competencies only.
- 6.2.4.8. A GSP/ESP shall not be eligible for transfer.
- 6.2.4.9. A GSP/ESP shall not be employed beyond 57 years of age.
- 6.2.4.10. A GSP/ESP shall be governed by Chapter 3 on Electoral Service Values and Conduct of the ECBSRR.
- 6.2.4.11. The Appellate Authority to review the decisions taken by the Disciplinary Committee shall be the Commission.
- 6.2.4.12. Disciplinary cases after establishing, beyond reasonable doubt by the Commission, the need for criminal prosecution shall be forwarded to the court of law through the Office of the Attorney General.

### **6.3. Remuneration and Benefits**

A GSP/ESP shall be eligible for the following remuneration and benefits only.

#### **6.3.1. Remuneration**

6.3.1.1. The remuneration of a GSP/ESP shall be fixed at the minimum pay scale and shall be entitled to annual increment.

6.3.1.2. A GSP/ESP appointed under the ECBSRR shall not be admissible for contract allowance.

6.3.1.3. For the purpose of payment of salary, in the event of the death of an employee, remuneration shall be paid for the whole month.

#### **6.3.2. Leave and Travel**

6.3.2.1. A GSP/ESP appointed under the provisions of the ECBSRR eligible for Leave.

6.3.2.2. A GSP/ESP shall be eligible for TA and DA as admissible to Occupational Category.

#### **6.3.3. Medical Facility**

The ECB as per rules prescribed by the Ministry of Health shall provide medical treatment.

##### **Housing**

The GSP employee shall be eligible for house rent allowance, where admissible, as per the prevailing financial rules. However, if Government accommodation is provided, house rent shall be deducted as per the prevailing rules.

#### **6.3.4. Training**

GSP/ESP shall be eligible for mandatory job related in-country STT. However, they shall not be eligible for LTT and ex-country training/travel.

#### **6.3.5. Pension, Provident Fund and Insurance**

Pension, Provident Fund and Insurance of a GSP/ESP, shall be, in accordance with relevant laws and regulations.

6.3.6. Deduction

All statutory deductions shall be made in accordance with the relevant laws.

6.3.7. Gratuity

A GSP/ESP on separation from service shall be entitled for gratuity as follows:

- 6.3.7.1. A GSP/ESP shall be entitled to receive one month's last basic pay as gratuity for every completed year of service;
- 6.3.7.2. In the event, the GSP/ESP initiates and terminates the contract before the expiry of the contract term, one month's notice should be given to the employer to avail the gratuity for the completed year of service;
- 6.3.7.3. In the event, the employer terminates the contract, the gratuity shall be paid for the completed year of service. However, when the employee's contract is terminated by the employer on grounds of non-performance or misconduct or breach of contract terms and conditions, he shall not be eligible for gratuity; and
- 6.3.7.4. In the event of the employee's death while in service, the gratuity shall be payable to the nominee(s) of the employee for the completed year of service.

6.3.8. Extension

- 6.3.8.1. Extension of service for GSP/ESP shall be granted by the ECB as per HR Manual.
- 6.3.8.2. A GSP/ESP's service may be extended with the consent of both the ECB and the employee concerned for terms not exceeding three years at a time.
- 6.3.8.3. Extension shall be granted only to those having clean service history, which shall not contain any record of indiscipline, adverse report, misdemeanor, financial dishonesty, or any act that is considered as violation of the Electoral Service Values and Conduct and Administrative Discipline.
- 6.3.8.4. Performance shall be the main criterion for extension.

6.3.9. Termination of Service

- 6.3.9.1. A minimum of one month's notice shall be issued by the party intending to terminate the service before expiry of the term. Basic pay of the employee concerned for the period of the stipulated notice period shall be paid by the defaulting party in the event of failure to give the required period of notice.
- 6.3.9.2. However, based on Public Interest, HRC may withhold premature contract termination by the GSP/ESP up to a maximum period of six months from the notified date.
- 6.3.9.3. The service of a GSP/ESP shall be terminated without any notice and payment of gratuity thereof, if the employee is found guilty of an administrative offence by the Disciplinary Committee.
- 6.3.9.4. A GSP/ESP shall be removed at any time if his/her service is not required and/or when the services are decided to be outsourced.

#### **6.4. Accountability**

- 6.4.1. An appointment which does not conform to the ECBSRR shall be treated as unauthorised, and hence it shall be revoked by the ECB.
- 6.4.2. The authority responsible for the violations shall be accountable and liable for administrative actions.



**SCHEDULE 6/A**

POSTS UNDER GENERAL SERVICE		
Sl.No	Position Title	
1	Messenger	(minimum qualification: Class VIII)

**SCHEDULE 6/B**

POSTS UNDER ELEMENTARY SERVICE	
Sl.No	Position Title
1	Cleaner
2	Security Guard
3	Care Taker
4	Gardener

**ELECTION COMMISSION OF BHUTAN  
SERVICE RULES AND REGULATIONS  
2025**

**CHAPTER 7  
IN-SERVICE HUMAN RESOURCE  
DEVELOPMENT**



## **CHAPTER 7. IN-SERVICE HUMAN RESOURCE DEVELOPMENT**

### **7.1. Policy**

- 7.1.1. Equip employees with the right qualifications, skills, knowledge and right attitude to achieve organizational objectives.
- 7.1.2. Enhance performance and provide a high standard of professional services to the public and facilitate continuing education for the employees to enhance qualifications and knowledge for career progression.
- 7.1.3. Institute a learning culture with employees equipped with the relevant knowledge, values, attitude and skills.

### **7.2. Strategy**

- 7.2.1. Ensure Human Resource Development (HRD) programmes are implemented through demand-driven, a merit based and transparent system.
- 7.2.2. A variety of HRD strategies and programmes shall be implemented to enhance employee's competency. These shall include mentoring and coaching, on-the- job training, in-class training, blended learning, specialisation, job shadowing, stretch assignments and e-learning.
- 7.2.3. HRD needs shall be assessed through the following exercises:
  - 7.2.3.1. Five Year Strategic HRD Plan; and
  - 7.2.3.2. Annual Priority Exercise.
  - 7.2.3.3. Ad-hoc HR Activities
- 7.2.4. ECB shall assess specific training needs, formulate appropriate plans, and implement them in accordance with the procedures prescribed in the ECSRR, with periodic reviews conducted to ensure alignment with the ECB's strategic focus areas.

### **7.3. Categories of HRD Programmes**

- 7.3.1. HRD programmes, availed by employees in their official capacity or as representatives of the ECB, irrespective of the funding source, shall be categorised based on their duration as outlined below:
  - 7.3.1.1. HRD programmes of six months and below are defined as Short Term Training (STT); and
  - 7.3.1.2. HRD programmes above six months are defined as Long Term Training (LTT).

7.3.2. Types of STT shall be as follows:

- 7.3.2.1. In-country or ex-country in-class Training/Certificate/Diploma course
- 7.3.2.2. Ex-country Attachment/Internship/Counterpart training
- 7.3.2.3. Ex-country Study Tour/Institutional visit
- 7.3.2.4. Ex-country Inspection/Procurement visit
- 7.3.2.5. Ex-country Workshop/Conference/Seminar/Symposium/Forum/ Meeting
- 7.3.2.6. Ex-country Negotiation for Conventions/International representation
- 7.3.2.7. Any other ex-country official travels including participation as a Resource Person.

7.3.3. Types of LTT shall be as follows:

- 7.3.3.1. Sub-specialisation/Super specialisation
- 7.3.3.2. PhD
- 7.3.3.3. Specialisation/Fellowship/Residency
- 7.3.3.4. Master's degree
- 7.3.3.5. Non-degree Fellowship/Attachment/Counterpart/Internship
- 7.3.3.6. PG Diploma/PG Certificate
- 7.3.3.7. Bachelor's degree
- 7.3.3.8. Diploma
- 7.3.3.9. Certificate
- 7.3.3.10. Other forms of capacity development as determined by the ECB

**7.4. General rules**

- 7.4.1. New recruits in SSC and below shall be provided with an orientation program by their respective Division in coordination with Department.
- 7.4.2. ECB shall ensure effective succession planning and minimal disruption to service delivery while implementing HRD programmes.

- 7.4.3. The performance of an employee undergoing LTT shall be monitored and assessed for the purpose of HR actions.
- 7.4.4. An employee shall be eligible to avail study leave for LTT as per Section 8.11.
- 7.4.5. An employee attending STT shall be relieved from office after completing due process and hence shall not take any form of leave to attend STT.
- 7.4.6. The ECB shall carry out monitoring and evaluation periodically to evaluate the impact of the HRD programmes on performance of the candidate.
- 7.4.7. Completion of HRD programmes shall not entail automatic enhancement of Position Level.
- 7.4.8. Service and position protection shall be ensured for employees on all HRD programmes. However, the position shall not be protected while pursuing a Bachelor's degree.
- 7.4.9. All STT and LTT programmes shall be processed through the online system to uphold the principles of transparency, ensure due process, and record the data.
- 7.4.10. All STT/LTT scholarship offers shall be equitably distributed. Employees shall seek prior approval from the ECB for availing scholarship.

## **7.5. Training Gap Requirement for Availing HRD Programmes**

- 7.5.1. Training gap is a minimum duration required to be maintained between two STT/LTT programmes to avoid disruption to service delivery, ensure succession planning, rationalise the frequency and to provide equitable access to HRD programmes for all eligible employees.
- 7.5.2. Minimum training gap requirements shall be as follows:

Sl.No	Category	Requirements	Remarks
i	STT to STT	HRC to draw up the minimum training gap and criteria	Not applicable to in-country STT
ii	LTT to STT		
iii	STT to LTT	6 months	
iv	LTT to LTT	Need to complete LTT	

		obligation	
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## **7.6. Short-Term Training**

### **7.6.1. Approving Authority for STT**

- 7.6.1.1. The ECB shall be vested with the authority to approve and implement STT, irrespective of the source of funding. However, for STT requiring fund support under RGOB/Other Agencies, the ECB shall secure approval for funding from the MoF, prior to implementation of the STT.

### **7.6.2. Eligibility for STT**

An employee shall be eligible for STT when:

- 7.6.2.1. He is a regular employee. However, employees on probation shall be eligible for ex-country STT provided it is skills based or leads to greater specialisation.
- 7.6.2.2. Eligibility for contract employees to avail STT shall be as per Section 4.4.10.2;
- 7.6.2.3. The programme is relevant to his work and his position level;
- 7.6.2.4. He has completed training gap requirement as per Section 7.5.2;
- 7.6.2.5. He has at least six months to serve before superannuation at the time of commencement of the course. However, HRC shall consider on a case-by-case basis.
- 7.6.2.6. He has not been selected for another training programme that is pending implementation.
- 7.6.2.7. He is not on secondment or EOL.

### **7.6.3. Requirement during and after completion of STT**

- 7.6.3.1. As a nominee of the ECB, a candidate on STT shall adhere to the Electoral Service Values and Conduct at all times.
- 7.6.3.2. A candidate on completion of the approved course shall return to Bhutan and report to the ECB immediately with the following:
  - a. Training/Briefing Report and Feedback Schedule 7/A; and
  - b. Certificate (if applicable).

- 7.6.3.3. An employee shall serve a minimum of six months from the conclusion of their last STT, prior to resigning from the service or for availing EoL. Failure to comply with this requirement will render the candidate liable to pay one month's basic pay for every remaining month of STT obligation.

## 7.7. Long Term Training

### 7.7.1. Modes of LTT

Sl.No	Modes of LTT	Description
1	Full-Time	A full-time LTT is one which meets the requirement of minimum contact hours on campus; is recognised by a competent authority; and allows one to be relieved from office for the entire duration of study leave
2	Mixed Mode	Mixed mode course is an arrangement for availing in-country award bearing programmes.
3	In-country Continuing Education	In-country Continuing Education, is an arrangement to enable employees to upgrade their qualification to Class X, Class XII, and Bachelor's Degree/ Masters Degree by attending classes after office hours from in-country institutes.

### 7.7.2. LTT Funding Types

Sl.No	Funding Type	Description
1	RGoB funded (partial or full) scholarship	Where the employee receives the following from the RGoB during the study period: <ol style="list-style-type: none"> <li>Employment-related financial costs; and</li> <li>Scholarship-related financial costs (full or partial).</li> </ol>
2	Private funded/ Open scholarship	Where the candidate receives the following from the RGoB during the study period: <ol style="list-style-type: none"> <li>Employment-related financial costs.</li> </ol>



**Note:** Refer to the definition section for specific details regarding Scholarship-related financial costs and Employment-related financial costs.

7.7.3. Approving authority for LTT shall be the ECB.

7.7.4. Eligibility for LTT

An employee shall:

- 7.7.4.1. Be a Bhutanese citizen and a regular employee.
- 7.7.4.2. Avail studies that are relevant to his work and his position level and leads to greater specialisation. However, he will be allowed to pursue Bachelor's degree irrespective of relevance of the course as per Section 8.11.2 and upon completion of study, shall be placed on the waiting list if there is no vacant position as per Section 13.5.
- 7.7.4.3. Be 50 years of age or below at the time of commencement of the LTT.
- 7.7.4.4. Not be allowed to pursue more than one LTT of the same level/degree. Exceptions shall be made for mandatory/special/strategic programmes determined by the ECB.
- 7.7.4.5. Meet the training gap requirement as per Section 7.5.2.
- 7.7.4.6. Not be on Secondment, EoL, Maternity Leave, Medical Escort Leave or Medical Leave.
- 7.7.4.7. Have successfully cleared the drug test.
- 7.7.4.8. Have a minimum performance rating of 'Good' for the recent performance evaluation cycle.
- 7.7.4.9. Have served a minimum of two years of active service excluding the probation period, at the time of commencement of the course. Exceptions shall be made for critical services for pursuing specialisation programmes as prioritized by the ECB.
- 7.7.4.10. Have a Bachelor's degree to be eligible for pursuing postgraduate degree.
- 7.7.4.11. Have successfully completed Class XII for pursuing Bachelor's degree and Diploma.
- 7.7.4.12. Avail a maximum of three in-service LTT (if required) in the entire service period.

- 7.7.4.13. Produce a fitness certificate from the medical board if he had discontinued a training programme on medical grounds.

#### 7.7.5. Pre-departure procedure for LTT

- 7.7.5.1. An employee whose study leave is approved shall attend Pre-Departure Briefing and sign an Undertaking.
- 7.7.5.2. The standard Undertaking or specific clauses of the Undertaking shall be revised depending on the cost of scholarship, the criticality of specialisation and scholarship announcement.
- 7.7.5.3. In the event a candidate has left for LTT without completing the pre-departure requirements, his promotion shall be delayed by double the approved duration of the course from the due date of his promotion and his guarantor shall ensure that a signed Undertaking by the candidate is submitted within a month failing which the candidate shall be compulsorily retired.

#### 7.7.6. Requirement during and after completion of LTT

- 7.7.6.1. An employee on completion of approved course shall return to Bhutan and report in person to the ECB within 21 days (including weekends and public holidays) from the course end date as per the LoA or any other superseding documents issued.
- 7.7.6.2. An employee after completion of LTT shall not avail any other form of leave before completing the reporting requirements as stated in Section 7.7.6.1.
- 7.7.6.3. An employee when reporting to the ECB shall submit the following which shall be maintained in their Personal File:
  - a. Training Report and Feedback Form in Schedule 7/D;
  - b. Completion Certificate and/or Consolidated academic certificate Transcripts; and
  - c. Thesis/research copy with a synopsis of the research and consent letter to share with the relevant ECB (if research-based).
- 7.7.6.4. The employee on LTT shall submit a periodical progress status report issued by the university to the HRD.
- 7.7.6.5. The ECB shall ensure the timely return of the employees upon completion of LTT, failing which the ECB shall initiate appropriate administrative action as per the Undertaking.

#### 7.7.7. LTT Obligation

- 7.7.7.1. Service Obligation: An employee availing LTT shall be required to serve for a specified duration to ensure return on investment. The stipulated duration will be based on the number of progressive LTTs availed, as prescribed in Section 7.7.7.6 or as stated in the Undertaking, whichever is higher.
- 7.7.7.2. Financial Obligation: In the event an employee does not fulfil his service obligation, he shall be liable for financial obligation to the ECB based on the funding types as prescribed in Section 7.7.7.6 or as stated in the Undertaking, whichever is higher.
- 7.7.7.3. The corresponding multiplier for each progressive number of LTT, for the purpose of calculating the LTT obligation, shall be as follows:
- a. For the 1st Progressive LTT : x 2
  - b. For the 2nd Progressive LTT: x 3
  - c. For the 3rd Progressive LTT: x 4
- 7.7.7.4. The candidate or guarantor must fulfil the financial obligation within 90 days from the issuance of the office order for repayment. Failure to do so will result in legal actions as per the section 19.11.1 and being taken in accordance with the Undertaking and the laws of the country.
- 7.7.7.5. The candidate or guarantor must fulfil the financial obligation within 90 days from the issuance of the office order for repayment. Failure to do so will result in legal actions as per the section 19.11.1 and being taken in accordance with the Undertaking and the laws of the country.

Sl. No	Progressive No. of LTT	Service Obligation	Financial Obligation (RGoB funded- or full scholarship)	Financial Obligation (Private partial funded/Open scholarship)
i	1st LTT/ 2nd/ 3rd	2/3/4 times the approved duration of	2/3/4 times: - Employment related financial cost	2/3/4/ times: - Employment related financial cost

		course*	incurred; and - Total estimated or actual scholarship related financial cost, whichever is higher	incurred
ii	For Mixed Mode courses as defined in Section 7.7.1 (ii), a. Service obligation shall be based on actual duration on campus/absence from the Office for studies verified against the attendance sheet. b. Financial obligation shall be to refund the tuition fee, stipend/DSA, TA/DA, mileage and any other expenses incurred (2/3/4 times the progressive No. of LTT)			
iii	For Continuing Education as defined in Section 7.7.1 (iii), there shall not be any LTT obligation.			
iv	For a Bachelor's Degree, there shall not be any LTT obligation.			
v	For withdrawal from LTT with reasons beyond the candidate's control, there shall not be any LTT obligation.			

*\*In addition to the Letter of Award, course extension approval letters (if any) and the Reporting Letters (after completing the LTT) must be verified to determine the course duration.*

- 7.7.7.6. An employee shall have service obligation to his position as per Section 13.4.5.2 to be eligible for transfer.
- 7.7.7.7. An employee after returning from LTT shall be required to complete LTT service obligation to be eligible for EoL.
- 7.7.7.8. The period of LTT shall not be considered as active service for the purpose of liquidating service obligations.
- 7.7.7.9. In case of the demise of an employee during the study period or before completing the service obligation, the financial obligation shall be treated null and void.

7.7.7.10. In the event the Undertaking is lost/damaged, training obligation and penalty as per ECBSRR 2025 shall be applied based on circumstantial evidence as per the Evidence Act of Bhutan 2005.

7.7.8. Penalty for failing to complete the LTT or deviating from the LTT Undertaking.

7.7.8.1. In addition to study obligations, penalties shall be imposed on an employee failing to complete the LTT or deviating from the Undertaking, as follows:

Sl.No	Issues	Penalties and HR actions
i	a. Fails the course; or b. Withdrawal with reason within candidate's control	<ul style="list-style-type: none"> <li>Promotion to be delayed by double the approved duration of the course from the due date of his promotion.</li> </ul>
ii	Withdrawal with reason found to be beyond candidate's control	<ul style="list-style-type: none"> <li>No penalty.</li> </ul>
iii	Incomplete Course	<ul style="list-style-type: none"> <li>Not eligible for positive HR actions such as secondment, promotion, EOL and STT/LTT until evidence of successful completion of course is submitted. Subsequently, LTT status shall be reflected as "Reported but Pending Completion".</li> <li>LTT status shall be updated as 'Completed' or 'Failed' based on the course completion evidence submitted.</li> </ul>
iv	Change of Course/ Institute without ECB approval	<ul style="list-style-type: none"> <li>Cancel the Study Leave for dishonouring the LoA and the candidate to report to the ECB as per</li> </ul>

		<p>the approving authority specified in Section 7.7.3 within a stipulated time.</p> <ul style="list-style-type: none"> <li>● Promotion to be delayed by equal to the approved duration of the course from the due date of his promotion.</li> </ul>
v	Late reporting (Failure to report as per Section 7.7.6.1)	Compulsory retirement from the service.
vi	Separation before completing the LTT obligation	Financial obligation shall be imposed as per Section 7.7.7. for violating the Undertaking.
vii	Separation during study leave	
viii	Any other violations of the Undertaking	Penalty shall be imposed as per the Chapter 19.
ix	<p>For Mixed mode courses in Section 7.7.1 (ii), penalty for withdrawal with reason found to be within his control, incomplete/failing the course and separation during and after completing LTT with study obligation, shall be to refund the tuition fee, stipend/DSA, TA/DA, mileage and any other expenses incurred (2/3/4 times the progressive no. of LTT availed).</p> <p>In the event the candidate fails to refund the financial obligations within the stipulated period, his promotion shall be delayed by one year from the due date of his promotion.</p>	
x	For a Bachelor's degree, there shall not be any penalty for withdrawal/incomplete/failed course and separation during LTT.	
xi	Irrespective of the outcome of study, LTT will be counted as 1st/2nd/3rd LTT once the course has commenced except for In- country Continuing Education.	

- 7.7.8.2. Penalties may be reviewed and liquidated based on annual performance score as per Section 10.7.21.

#### 7.7.9. Selection Procedures for LTT Scholarship

- 7.7.9.1. Any LTT with financial implication on RGoB (including partial funding) or scholarship support provided in terms of slots, shall be advertised to uphold meritocracy and transparency.
- 7.7.9.2. The time between advertisement and application deadline shall be a minimum of four weeks.

### 7.8. Financial Provisions for RGoB-funded STT/LTT

- 7.8.1. An employee undergoing ex-country STT shall be entitled to DSA or stipend depending on the duration of the course as follows:
  - 7.8.1.1. If the duration of STT is 30 days or less, an employee shall be entitled to full DSA for the first 15 days and 50% DSA for the balance 15 days; and
  - 7.8.1.2. If the duration of STT is more than 30 days, an employee shall be entitled to stipend only for the entire duration.
- 7.8.2. An employee undergoing in-country STT shall be entitled to DA or stipend depending on the duration of the course as follows:
  - 7.8.2.1. If the duration of STT is 30 days or less, an employee shall be entitled to DA; and
  - 7.8.2.2. An employee undergoing STT for a duration of more than 30 days shall be paid stipend for the entire duration.
- 7.8.3. Admissibility of employment related and scholarship related allowances for STT beyond 30 days and LTT, shall be as per the following, paid at the prevailing rates determined by the Government scholarship:
  - 7.8.3.1. Chapter 9 and Financial Rules & Regulations for Employment related remunerations, benefits and allowances.
  - 7.8.3.2. HR Manual, Scholarship Announcement and Financial Rules & Regulations for Scholarship related financial provisions.
- 7.8.4. The travel time from the home country to destination shall be excluded for the purpose of calculating the total number of days for STT/LTT. However, for programmes with more than one venue/destination, the travel time between two or more venues/destinations shall be included in the STT/LTT

duration.

- 7.8.5. DSA for halt in transit or enforced halt or for processing visa shall be as prescribed in Section 14.4.
- 7.8.6. An employee shall be reimbursed visa fee, official passport fee and airport tax on production of original receipts, provided it was accounted for in the approved budget.
- 7.8.7. An employee shall be covered by medical insurance while on training. In the event the medical insurance scheme does not cover emergency medical treatments, such expenditure shall be borne by the ECB on production of original receipts as per the Policy/Guidelines of RGoB.
- 7.8.8. The ECB shall bear all transaction costs including the difference in exchange rates.

#### **7.9. Accountability**

- 7.9.1. Any implemented HRD programmes which do not conform to the ECBSRR shall be treated as unauthorised, and hence it shall be revoked by the Commission.
- 7.9.2. The HRC shall be made primarily accountable in the event the HRD program does not conform to the ECBSRR while the individual employee shall be required to refund the expenditure incurred on his training based on circumstances in addition to being liable for administrative actions.
- 7.9.3. The ECB shall, however, exercise flexibility, depending on the program's relevance and impact on the organization's strategic goals.
- 7.9.4. HRD shall maintain up-to-date records of implemented programmes.





Election Commission of Bhutan  
Royal Government of Bhutan

**TRAINING REPORT & FEEDBACK FORM (for STT)**

.....

. (address to the respective working agency)

Sir/Madam,

As per the Letter of Award No.....dated ,  
the undersigned has successfully completed the STT as detailed below:

Name of the Course: .....

Institute & Country: .....

Start & End Date:.....

Duration: .....

Funding Agency: .....

I hereby, would like to report as on

(DD)(MM)(YYYY)

.

Please find the following as attachment:

1. Training report

Training Report shall include the following:

- a. Describe courses/subjects covered during the training); and
- b. Propose how the knowledge and skills gained from the course can be utilised to further improve the effective delivery of services of your Agency.

2. Certificate, if applicable
3. Feedback on Institute and course  
Feedback shall be on the following:

- a. Relevance and application/practicality of the course
- b. Rigour of the course
- c. Quality of the Institute
- d. Quality of the resource person
- e. If you would recommend the institute and the course
- f. Any other observations or recommendations

Thanking you  
Yours faithfully,

Signature: .....

Name: .....

EID No.: .....

Position Title : .....

Agency: .....



Election Commission of Bhutan  
Royal Government of Bhutan

### LTT STUDY LEAVE APPLICATION FORM

**I. Particulars of the candidate:**

A. Name: .....

B. Employee ID No.:  
.....

C. Position Title & Level:  
.....

D. Department/Division/Sector: .....

**II. Details of proposed LTT as per Confirmation of Enrolment Letter/Acceptance letter from Institute:**

A. Course Title: .....

B. Institute: .....

1. City: .....

2. Country:.....

C. Commencement Date:.....

D. End date/Duration: .....

E. Source of Funding: .....

**III. Supporting documents for training (please tick/fill in where relevant):**

	Valid Security Clearance Certificate <i>Reference No..... Date .....</i>
	Valid Audit Clearance Certificate <i>Reference No..... Date .....</i>
	Medical Fitness Certificate issued by a competent RGoB medical doctor

	<i>Reference No..... Date .....</i>
	Letter of confirmation of enrolment (CoE)/Acceptance from the Institute;
	Course content and schedule from the Institute;
	Assurance of funding (if private/self-funding, open scholarship or University scholarship);
	Field visits work plan (for research based LTT under RGoB/Donor funding requiring thesis/field visits);
	English Language Proficiency Certificate (if required); and
	Any other document that may be required as per the scholarship
	.....
	.....
	.....

**IV. I assure that I (please tick to assure):**

- ☐ Have checked my CV and is correct;
- ☐ Shall properly hand over my work and ensure service delivery is not interrupted during my absence;
- ☐ Shall submit Course/Institute Joining Report (Schedule 7/C) as required by BCSR;
- ☐ Shall submit periodic semester/academic report;
- ☐ Shall return immediately and report to the relevant Agencies as per the approving authority specified in Section 7.7.3 with:
- ☐ Training Report & Feedback Form as per Schedule 7/D;
- ☐ Evidence of successful completion of training i.e. Certificate/Consolidated transcript from the Institute; and
- ☐ Thesis/Research copy with consent letter to share with relevant ECB (if research-based).
- ☐ Shall upon joining the office make an independent study as to how best I can contribute to ~~my~~ ECB and make a presentation to share learnings, achievements, and recommendations.

Date:.....(

Signature of the Candidate).....

**Note:**

*ECB shall process the application after verifying the information online, therefore, the candidate should check their CV and assure its correctness.*



Election Commission of Bhutan  
Royal Government of Bhutan

**COURSE/INSTITUTE JOINING REPORT FORM (for LTT)**

.....

. (address to the ECB based on approving authority)

Ref: Letter of Award No: .....

Dated: .....

Sir/Madam,

I have joined the Institute on ..... as per details below:

1. Course title: .....
2. Institute: .....
3. No. of semesters per year: .....
4. Course contents: (list all, if the space provided is not sufficient, use a separate sheet)

.....

.....

.....  
(Signature of Candidate)

.....  
Course Supervisor/Head of Institute  
(Signature with official seal)

Name:.....

EID No.:.....

Name: .....

Position Title:.....

Phone no.: .....

e-mail: .....

e-mail: .....

-----  
- - - -

*(This section to be completed by candidate only if the funding is from RGoB)*

I have opened the following bank account for payments of stipend and allowance.

Complete Address of the Bank: .....

Bank Account No.: .....

BSB No. (*if applicable*) : .....

Swift Code: .....

-----  
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Election Commission of Bhutan  
Royal Government of Bhutan

**TRAINING REPORT & FEEDBACK FORM (for LTT)**

.....

. (address to the ECB based on approving authority)

Sir/Madam,

As per the Letter of Award No. ....dated ,  
the undersigned has successfully completed the LTT. I hereby, would like to report to the  
ECB on (DD/MM/YYYY). I have completed the LTT as detailed below:

LTT level: .....

Mode of Study: .....

No. of progressive LTT: .....

Name of the Course: .....

Institute & Country: .....

Start & End Date:.....

Duration: .....

Funding Agency: .....

Please find the following as attachment:

1. Training report

Training Report shall include the following:

- a. Describe courses/subjects covered during the training); and
- b. Propose how the knowledge and skills gained from the course can be utilised to further improve the effective delivery of services of your Agency.



2. Consolidated Academic Transcript and Course Completion Certificate;
3. Thesis/Research copy with consent letter to share with the relevant ECB (if research-based); and
4. Feedback on the Institute and the course. Feedback shall be on the following:
  - a. Rigour of the course
  - b. Quality of the Institute
  - c. Quality of the faculty
  - d. If you would recommend the institute and the course
  - e. Any other observations or recommendations

Thanking you

Yours faithfully,

Signature: .....

Name: .....

EID No.:.....

Position Title:.....



## Letter of Award

ECB/HRD(...../

Date.....

.....

.....

.....

**Subject: Letter of Award**

Dear .....,

The Election Commission of Bhutan on behalf of the Royal Government of Bhutan is pleased to approve your candidature to pursue long term studies, the details of which are given below.

Name of the Course :

Planned/Ad hoc :

Institute & Country :

Mode of Study :

Start Date :

Duration :

Funding ECB :

We would like to inform you that the Election Commission of Bhutan has approved **Study Leave with Pay/without pay** for the duration of your studies.

In addition, you will be paid a monthly stipend as determined by Royal Government of Bhutan for the duration of your studies.

You are requested to contact the Human Resource Division for Pre-departure Briefing and executing Legal Undertaking.

We would like to wish you the very best for your studies.

With best regards,

Yours sincerely,

(.....)

**for the Election Commission of Bhutan**

**Copy:**

1. Hon'ble Chief Election Commissioner, ECB
2. Hon'ble Election Commissioner, ECB
3. Dasho Dzongdag, concerned Dzongkhag Administration
4. HoDs, ECB



## DEPARTURE INTIMATION FORM

Chief/HRO,  
HRD Division,  
Election Commission of Bhutan,  
Thimphu.

1. Name of the Candidate :
2. Employee ID No. :
3. Position Title :
4. Department/Ministry/ECB where  
presently employed :
5. Letter of Award number and date :
6. Title of course :
7. Institute of training and location  
(Mention the Country also) :
8. Date of commencement of the course :
9. Duration of the course and  
date of completion :
10. Date of departure from Bhutan :
11. Source of Funding :

I, hereby certify that the information given above is correct to the best of my knowledge.

**Place:**

**Date:**

**(Signature)**

**POINTS FOR PRE-DEPARTURE BRIEFING (PDB) TO CANDIDATES  
LEAVING FOR  
LONG-TERM TRAINING**

**I. Obligations during Training**

As an official nominee of the ECB, Royal Government of Bhutan, a candidate shall:

- A. Strive for academic excellence as the **primary objective of training is to learn**. Further, performance during training shall form part of the performance appraisal for promotion and/or any personnel action;
- B. Conduct himself in a manner befitting his status and acceptable to the training Institute;
- C. Refrain from engaging in political, criminal or commercial activity;
- D. Refrain from giving expressions and statements on sensitive policy matters on national or international affairs including written or oral statement without specific prior approval of the ECB/Government on such issues;
- E. Submit a Course Joining Report to the ECB (via an email) within two weeks of joining the programme;
- F. Submit semester/progress reports;
- G. Seek approval of the ECB– if sponsored by the RGOB – before undertaking field trips. The ECB shall fund mandatory field trips only;
- H. Not change from the training programme or the Institute specified in the Letter of Award; and
- I. Not take up additional course.

**II. Extension**

- A. A candidate shall complete the training within the duration specified in the Letter of Award;
- B. Extension shall not be granted to undertake an additional course; and
- C. Prior approval of the ECB shall be required for extension, for reasons beyond the control of the candidate.

**III. Termination of Training**

Training shall be terminated if:

- A. The conduct of a candidate is not in conformity to the ECBSRR and/or to the University rules;
- B. The performance of the candidate is below average or unacceptable to the Institute, or the ECB;
- C. The candidate does not fulfill the attendance and other requirements stipulated by the Institute; and
- D. The candidate fails to complete the course in the specified period and approval for extension is not accorded.

#### **IV. Completion of Training and Return**

- V. A candidate on completion of training shall:
  - A. Return and report to the ECB with Joining Report and certificate/provisional certificate/letter of completion within three weeks after completion of training; and
  - B. Submit a written explanation, if there is any delay in submitting the report.

I, hereby do confirm that I have been briefed on rules governing my training and I have understood them, including the implication and consequences of deviating from them. In particular, I understand that in the event that I do not adhere to any one of the above stated conditions, I and/or the guarantor shall be liable for legal action by the ECB/Royal Government.

**Name:** \_\_\_\_\_ **Signature (Dated):** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_ **Signature (Dated):** \_\_\_\_\_ **E-mail:** \_\_\_\_\_ **Tel./Mobile:** \_\_\_\_\_

**Briefed by (Name and signature):** \_\_\_\_\_

**COURSE JOINING REPORT FORM AND BANK ACCOUNT INFORMATION**

Chief/HRO,  
 HRD Division,  
 Election Commission of Bhutan, Thimphu.

Sir/Madam,

Ref: Letter of Award No:

Date:

I have joined the Institute as per details below:

- |                            |       |         |
|----------------------------|-------|---------|
| 1. Course title            | :     |         |
| 2. Institute & address     | :     |         |
| 3. Start date and duration | :     |         |
| 4. Date of joining         | :     |         |
| 5. Source of Funding       | :     |         |
| 6. Mailing address         | :     |         |
| 7. Telephone :             | Fax : | e-mail: |

I have opened the following bank account where payments of stipend and allowance can be sent. (To be completed by candidates sponsored through Nationally Executed Projects only).

Account Name	:	
Name of the Bank	:	
Complete Address of the Bank	:	
Bank Account No.	:	
BSB No.	:	
Swift Code	:	

Name:	Position Title:	<b>Signature and date:</b>
-------	-----------------	----------------------------

Official address in

Bhutan: Place:

**(COUNTERSIGNED)**

Place:

Sign and Date:	<b>(Course Supervisor/Head of Institute)</b>
----------------	--

Name	:	
Position Title	:	
Address	:	
Telephone	:	Fax: e-mail:

## GUIDELINES ON IMPLEMENTATION OF SHORT-TERM TRAININGS

### I. Roles and Responsibilities

The following are the roles and responsibilities of:

#### 1. Election Commission of Bhutan

- a. Receive, assess and distribute the training offers equitably to employees;
- b. Provide technical backstopping to employees, if required;
- c. Guide employees for proper implementation of trainings; and
- d. Carry out Monitoring & Evaluation (M&E) to ensure proper implementation.
- e. Update data to generate training reports; and
- f. Assess the impacts of trainings undertaken by employees.

#### 2. HRC

- a. Nominate, select and approve in accordance with the ECBSRR;
- b. Ensure the minimum training gap of 6 months between two formal short-term trainings;
- c. Rationalise and minimize the frequency of informal trainings availed by a particular employee; and
- d. Carry out M & E periodically to evaluate if the training (s) has made an impact on the performance of the candidate and office respectively.

#### 3. Candidate

- a. Learn optimally to acquire knowledge and skills for the benefit of ECB/Country/individual;
- b. Maintain Code of Conduct at all times at the Institute;
- c. Refrain from engaging in political, criminal or commercial activity;
- d. Return immediately and report to the ECB with Joining Report and certificate after completion of training;
- e. Submit a Training Report containing a concise description of the subjects studied and a proposal for utilization of the acquired knowledge and skills in discharging his responsibilities.



**CHECK-LIST FOR REVIEWING AND APPROVING SHORT-TERM  
TRAININGS BY HUMAN RESOURCE COMMITTEE  
(HR COMMITTEE)**

Name: ..... EID No.: ..... Position Title:

..... Name of Agency: .....

Course Title: .....

<b>Forms</b>	a. Training Proposal from the Division/Section/Services b. In-service Training Nomination Form c. Copy of Citizenship Identity Card (New) d. A copy of Audit Clearance Certificate e. A copy of Security Clearance Certificate f. Acceptance/Invitation Letter from Institute	(Yes No)* <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Rules and Procedures</b>	a. Fulfillment of Minimum Years of Service b. Relevance of Training c. HRD Master Plan/Ad hoc: i. Planned ii. Ad hoc d. Training Gap Requirement Fulfilled	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Past Training Record</b>	Number of Trainings Aailed: i. Long-term ii. Short-term	_____ _____
<b>Decision of the HR Committee</b>	i. If Approved, copy attached ii. Not approved	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

**Signature of Human Resource Committee Members:**

1. (Name & Position Title), Chairman  
.....
2. (Name & Position Title), Member  
.....
3. (Name & Position Title), Member  
.....
4. (Name & Position Title), Member  
.....
5. (Name & Position Title), Member Secretary  
.....

**Date:** .....

Processed by HRO:

**Signature and date: Name:**

## **PRE-DEPARTURE BRIEFING (PDB) POINTS FOR SHORT-TERM TRAINING**

### **Obligations during and after Training**

As an official nominee of the ECB/Royal Government of Bhutan, a candidate shall:

- I. Learn optimally to acquire knowledge and skills for the benefits of the ECB/Country/individual;
- II. Conduct himself in a manner befitting his status and acceptable to the Institute;
- III. Refrain from engaging in political, criminal or commercial activity;
- IV. Not change the training or the Institute specified in the Letter of Award;
- V. Complete the training within the duration prescribed in the Letter of Award; and
- VI. Return immediately and report to the ECB with Joining Report and certificate after completion of training

**Name of the candidate:**

**Position Title:**

**E-mail:**

**Contact No.:**

**Signature and date**

**Briefed by Chief/Dy. Chief/Sr. HR Officer**

**Name:**

**Position Title:**

**Signature and date**

**Joining Report Upon Completion of Training**

Chief/Sr./HR Officer

.....

.....

Sir/Madam,

As per the Letter of Award ..... dated ....., the undersigned has successfully completed the training and hereby would like to report to the ECB.

The following documents are attached herewith:

1. Training Report;
2. Feedback Form; and
3. Certificate from the Institute.

Yours faithfully/sincerely,

**Signature & date: Name:**

**EID No.:**

**Position Title:**

**TRAINING REPORT FORM (to be attached with Joining Report  
Form Annexure 9/13)**

Chief/Sr./HR Officer

.....

.....

Ref: Letter of Award No:

Date:

I have completed the training as per details below:

1. Course Title :
2. Location (Institute, City, Country) :
3. Commencement Date & Duration :
4. Completion Date :

I. Describe courses/subjects covered during the training (please use extra pages if required).

II. Propose how the knowledge and skills gained from the course can be utilized to further improve the effective delivery of services.

**Signature and date:**

**Name:**

**Position Title:**

**Agency:**

## Annexure 7

FEEDBACK FORM (to be completed by a candidate, please tick/cross the ratings appropriately)

<b>Training &amp; Duration:</b>						
Sl. No.	Particulars	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1	<b>Relevance:</b> I found the Training relevant.					
2	<b>Institute:</b>					
i	<b>Suitability:</b> I found the institute most suitable for this training.					
ii	<b>Resource Persons:</b> Resource Persons were knowledgeable.					
iii	<b>Service/Facility:</b> Services and facilities were good.					
iv	<b>Environment:</b> Training environment was conducive.					
3	<b>I had no problems in processing my:</b>					
i	Security Clearance Certificate					
ii	Audit Clearance Certificate					
iii	Medical Certificate					
4	<b>Support from my Agency:</b>					
i	Nomination/Selection was transparent, fair and merit- based.					
ii	Processing was on time.					
iii	Dealing Official(s) was professional in-service delivery.					
5	<b>Support from ECB, if applicable:</b>					
i	Clarification(s) sought was clear.					
ii	Clarification(s) sought was prompt.					
iii	Dealing Official(s) was professional in-service delivery.					
6	<b>Areas for improvement:</b>					
7	<b>Any other observation/recommendation:</b>					

**Name & Signature:**

**Agency:**

**Date:**

*Thank you for completing this form. Information shall be used for the purpose of improving service delivery only.*

## Annexure 8.

### Selection Criteria for LTT:

1. Minimum 3 years of service including probation period and shall not exceed 50 years of age.
  2. **Academic Performance (20% Total):**
    - a. Class 10 (English plus best 4): 5%
    - b. Class 12 (English plus best 4): 5%
    - c. Degree: 10 %
  3. **Seniority (5%):**  
A maximum of 1% will be awarded, after completing five years of service including probation period, and an additional 1% for each subsequent year up to a maximum of ten years.
  4. **Headquarter Placement (3%):**  
A candidate who has served at the headquarters for a minimum of 3 years will be awarded 3%.
  5. **Dzongkhag Placement (4%):**  
A candidate who has served at the Dzongkhag for a minimum of 3 years will be awarded 4% .
- (NB: Candidates who have served both in the dzongkhag and headquarters shall be awarded the percentage which is higher.)*
6. **Individual Achievements (8%):**
    - a. Division Head- 1%
    - b. Dzongkhag Election Head- 1%
    - c. National Volunteer Service- 1%
    - d. Meritorious Promotion- 2%
    - e. National Award- 3 %
  7. **Annual Performance Assessment last 2 years (20%)**
  8. **Interview Viva- Voce- 40%**

VIVA VOCE (Out of 50 points) Criteria for Studies			
Criteria	Factors	Weightage per criteria	Marks scored
General Competency	General Etiquette	2	
	Language	3	
	<b>Presentation Skills: (10)</b>		
	- <i>Content</i>	3	
	- <i>Organisation of thoughts</i>	2	

	- <i>Clarity in expression</i>	2	
	- <i>Analytical ability</i>	3	
	Pursuit of <del>continuing</del> continued learning	3	
	General awareness	7	
Professional & Personal Leadership Attributes	Knowledge sharing and transfer	5	
	Problem-solving and relationship-building	5	
	Identifying and managing change	5	
	Anticipated institutional/disciplinary/occupational and individual outcomes	5	
	Strength of relationship of study programme to institution's development priorities/ Strength of relationship of study programme to current and future work experience	5	
	Total	50	



**ELECTION COMMISSION OF BHUTAN  
SERVICE  
RULES AND REGULATIONS  
2025**

**CHAPTER 8  
LEAVE**

## **CHAPTER 8. LEAVE**

### **8.1. Policy**

Leave shall be granted to:

- 8.1.1. An employee to be away from duty for genuine reasons without having to leave the job permanently;
- 8.1.2. Facilitate periodic rejuvenation and work-life balance.

### **8.2. Category of Leave**

An employee shall be entitled to the following categories of leave:

- 8.2.1. Annual Leave;
- 8.2.2. Casual Leave;
- 8.2.3. Bereavement Leave;
- 8.2.4. Maternity Leave;
- 8.2.5. Paternity Leave;
- 8.2.6. Medical Leave;
- 8.2.7. Medical Escort Leave;
- 8.2.8. Study Leave;
- 8.2.9. Extraordinary Leave; and
- 8.2.10. Preparatory Leave (on Transfer/LTT/Superannuation).

### **8.3. General Rule**

- 8.3.1. An employee shall not claim leave as a matter of right except for Maternity Leave, Paternity Leave and Bereavement Leave.
- 8.3.2. ECB may determine internal leave policies to limit disruption to service delivery.
- 8.3.3. An employee, even on leave, shall be considered on duty at any time in a day and can be called on duty by the appropriate authority at any time of a day according to exigencies of service.

- 8.3.4. Except in the case of sudden illness or unforeseen circumstances, no employee shall remain absent from duty or leave the station without prior permission from the immediate superior.
- 8.3.5. The management in consultation with the staff shall plan leave well in advance.
- 8.3.6. Submission of application for leave by an employee shall not imply that the leave is approved until a written order or recorded acknowledgement is passed to that effect by the competent authority.
- 8.3.7. If an employee fails to return to duty upon expiry of the leave, the ECB shall discontinue payment of salary until appropriate disciplinary action is taken.
- 8.3.8. All Leaves shall be appropriately recorded and accounted for in the formats given in the service book.
- 8.3.9. An employee, during probation, shall be eligible only for casual Leave, Medical Leave, Medical Escort Leave, Bereavement Leave, Paternity Leave and Maternity Leave.
- 8.3.10. An employee shall be eligible for authorised leave of absence (actual dates of travel and scheduled programme) to participate in Open Selection/Interview, to appear for Open Competition/LTT but shall not be entitled to TA/DA.
- 8.3.11. Leave shall be availed as per format provided in Form 8/B.

#### **8.4. Annual Leave**

- 8.4.1. All employees other than those on probation shall be granted annual leave to take scheduled time off to support the well-being and work-life balance of employees. It also accommodates for short-term absences required for addressing personal matters such as illness or urgent needs, providing a flexible approach to employee time off.
- 8.4.2. An employee on probation period shall not be entitled to Annual Leave.
- 8.4.3. An employee shall be admissible for 21 working days of Annual Leave in a fiscal year.
- 8.4.4. An employee shall be allowed to avail Annual Leave while on tour with the approval of the competent authority, but DA shall not be admissible for the days of Annual Leave.

- 8.4.5. Annual Leave account shall be maintained in respect of every employee except employees on probation.
- 8.4.6. Annual leave may be taken at any point during the fiscal year and shall be eligible for carryover, and accumulate to a maximum of 30 days. Accumulated leave shall not be eligible for monetary compensation.
- 8.4.7. An employee shall seek the approval of his immediate supervisor to avail Annual Leave.
- 8.4.8. Annual leave shall be proportionately calculated on a monthly basis for those who complete probation period or resign or leave further studies in course of a financial year.

#### **8.5. Casual Leave**

- 8.5.1. Employees on probation shall be granted Casual Leave on account of illness, or unavoidable personal affairs and shall be considered on duty for all purposes.
- 8.5.2. Casual Leave shall be admissible for a maximum of 10 working days during a financial year.
- 8.5.3. Casual Leave may be granted even for half-a-day.
- 8.5.4. An employee shall be allowed to avail Casual Leave while on tour with the approval of the competent authority, but DA shall not be admissible for the days of Casual Leave.
- 8.5.5. A record of Casual Leave shall be maintained in respect of employees.
- 8.5.6. An employee shall seek the approval of his/her immediate supervisor to avail Casual Leave.

#### **8.6. Bereavement Leave**

- 8.6.1. In the event of death of a family member, parents, siblings and spouse's parents, Bereavement Leave of 21 days, including weekends and holidays, shall be provided to an employee for each incident, calculated from the day of the incident.
- 8.6.2. Bereavement Leave shall be granted by the immediate supervisor of the applicant.

#### **8.7. Maternity Leave**

- 8.7.1. Maternity Leave of six months shall be admissible to an employee and be uniform for all births including twins, caesarean and premature births.
- 8.7.2. Maternity Leave shall be admissible during miscarriage for a maximum period of one month on the production of a medical certificate.
- 8.7.3. In case of the demise of the child during birth or within three months from birth, the mother shall be eligible for three months of Maternity Leave including 21 days of Bereavement Leave, whichever is more. However, in case of the demise of the child after three months from birth, the mother shall be eligible only for 21 days of Bereavement Leave and shall resume her office after completion of the Bereavement Leave.
- 8.7.4. The Maternity Leave shall commence from the date of delivery of the child(ren).
- 8.7.5. Government holidays and weekly off days (Saturdays and Sundays) within the period of the Maternity Leave sanctioned to an employee shall be counted in the calculation of Maternity Leave.
- 8.7.6. To facilitate baby feeding, a mother with a baby(ies) up to 24 months may be allowed to extend lunch time from 12 noon to 2 pm. In case of those providing direct services during elections, the management shall ensure that services are not affected as a result of such arrangement.
- 8.7.7. Maternity Leave as per Section 8.7.1 shall be granted for a legally adopted newborn baby until the baby is six months old.
- 8.7.8. Maternity Leave shall be counted as part of active service for all HR actions including for the purpose of calculating promotion, training and retirement benefits.
- 8.7.9. An employee availing the Maternity Leave shall be eligible for gross pay.
- 8.7.10. Employees who become parents during the period of Study Leave or EOL, shall not be eligible for Maternity Leave. However, on rejoining service, they will be eligible for the balance Maternity Leave if their child has not attained six months.
- 8.7.11. An employee, during probation, shall be eligible for Maternity Leave.
- 8.7.12. New female appointees shall be eligible for maternity leave if childbirth has taken place within the six months prior to their official appointment. The maternity leave period of six months shall be determined from the date of child birth.

- 8.7.13. Maternity Leave shall be granted by the respective controlling officer on production of the medical certificate, for every childbirth.
- 8.7.14. Pre-birth maternity leave of 14 days shall be granted in the final month of pregnancy, prior to the start of regular maternity leave. This leave shall be separate from the standard maternity leave and cannot be suffixed to the end of the maternity leave period or other maternity related leave.

## **8.8. Paternity Leave**

- 8.8.1. For each childbirth, a male employee parent shall be granted Paternity Leave of 10 working days.
- 8.8.2. The Paternity Leave entitlement for a legally adopted infant shall conform to the principles articulated in Section 8.8.1.
- 8.8.3. In case of the demise of the mother during delivery or within six months from birth of the child, the father shall be eligible for six months or the remaining months of the Maternity Leave as extraordinary Paternity Leave until the child is six months old.
- 8.8.4. Employees who become parents during the period of their Study Leave or EOL shall not be eligible for Paternity Leave.
- 8.8.5. Paternity Leave shall be granted by the immediate controlling officer of the applicant.

## **8.9. Medical Leave**

- 8.9.1. An employee, who has been certified as incapable of performing duties due to illness or injury shall be granted Medical Leave on production of a medical certificate issued by a medical authority in Bhutan as detailed below for the commensurate duration:
  - 8.9.1.1. Up to one month: by a Medical Doctor; and
  - 8.9.1.2. If the medical leave extends beyond one month or if an individual repeatedly takes one-month leaves: by the Medical Board of Doctors.
- 8.9.2. An employee shall be granted Medical Leave up to a maximum period of 36 months in total.
- 8.9.3. Medical Leave availed for 14 days or more will be counted as part of 36 months and shall be accordingly recorded in the service book with the name of the doctor recommending the Medical Leave.

- 8.9.4. An employee on Medical Leave shall be entitled to gross pay.
- 8.9.5. An employee, who has been granted Medical Leave of three months or more, shall submit a medical certificate issued by the Medical Board of Doctors to either continue his Medical Leave or to rejoin his duty.
- 8.9.6. Medical Leave exceeding 14 days shall be approved by the HRC and for 14 days and less shall be approved by the Head of the Department.
- 8.9.7. Medical Leave of up to three months shall be counted as active service for promotion.

#### **8.10. Medical Escort Leave**

- 8.10.1. An employee shall be granted the Medical Escort Leave for a maximum period of one month to escort his direct dependent, per incident. HRC may grant an extension based on the medical report but such extension shall not exceed 30 days inclusive of weekends and public holidays.
- 8.10.2. An employee on Medical Escort Leave shall be entitled to Gross Pay.
- 8.10.3. Medical Escort Leave shall be sanctioned only by the HRC and the Commission.

#### **8.11. Study Leave**

- 8.11.1. Study Leave shall be granted to an employee to enable him to pursue approved LTT as per the approving authority specified in Section 7.7.3 and the Study Leave shall be for the actual duration of the LTT.
- 8.11.2. An employee may avail up to a maximum of three in-service LTT in the entire service period or until he attains 50 years of age, whichever is earlier.
- 8.11.3. An employee shall be entitled to Study Leave with pay for the approved course duration.
- 8.11.4. An employee who has been granted Study Leave for any single LTT shall be entitled to gross pay for the first twelve months. When the duration exceeds 12 months, he shall be entitled to 50% of the gross pay for the remaining period.
- 8.11.5. Notwithstanding Section 8.11.4 an employee who has been granted Study Leave for any single LTT shall be entitled to the full gross pay for the whole duration of the course when the course is held in a SAARC country.

- 8.11.6. Notwithstanding Section 8.11.4 and Section 8.11.5, allowance of any form shall cease to be paid during Study Leave, except house rent allowance which shall be as per Section 9.9.1.5.
- 8.11.7. The period of Study Leave shall be considered as part of active service for the purpose of retirement benefits.
- 8.11.8. Notwithstanding Section 8.11.4 the period of Study Leave shall be considered as active service or inactive for the purpose of promotion as follows:
  - 8.11.8.1. Study Leave up to 18 months for any single LTT shall be considered as active for the purpose of promotion and
  - 8.11.8.2. For a Bachelor's degree program, Study Leave shall not be considered as active service for the purpose of promotion.
- 8.11.9. Employees availing Study Leave to pursue mixed-mode LTT shall be considered as part of active service for all purposes provided the time spent at the Institute is not more than 18 months.
- 8.11.10. For In-country Continuing Education, Study Leave shall apply as follows, however, employees shall not be eligible for DSA/ Stipend:
  - 8.11.10.1. Term examination preparation – one week
  - 8.11.10.2. Term examination – as per schedule
  - 8.11.10.3. Final examination preparation – two weeks
  - 8.11.10.4. Final Examinations – as per schedule
- 8.11.11. Service protection shall be ensured for employees on Study Leave. However, the position shall not be protected while pursuing a Bachelor's degree.
- 8.11.12. The ECB shall be the competent authority for granting long-term Study Leave based on the recommendation of the HRC.
- 8.11.13. An employee seeking study leave shall apply and provide the Commission two months' advance notice.

## **8.12. Extraordinary Leave (EOL)**



- 8.12.1. EOL shall be granted to an employee up to a maximum period of 24 months including weekends and government holidays in total during the entire service period.
- 8.12.2. Government holidays may be prefixed and/or suffixed to EOL, but Government holidays intervening the period of leave shall be counted in the calculation of EOL.
- 8.12.3. Prefixing and suffixing other forms of leave to EOL shall not be allowed.
- 8.12.4. Eligibility for EOL:
  - 8.12.4.1. An employee shall not be eligible for EOL during the probation period;
  - 8.12.4.2. An employee shall be eligible for EOL of more than three months, only after rendering a minimum of five years of service including probation period;
  - 8.12.4.3. EOL shall be granted to an employee only after fulfilling all conditions of service laid down under Section 6.6.3.3 and 6.7.7.8;
  - 8.12.4.4. An employee may not be eligible for EOL if he has a pending court case related to official functions.
  - 8.12.4.5. Employees must inform the HRC at least two months in advance to avail EOL. A maximum of two employees may avail EOL annually. If an employee of the commission fails to inform the HRC at least two months in advance, the HRC has the right to cancel the application of EOL.
- 8.12.5. The total period of EOL availed during the entire service shall be excluded while calculating the number of completed years of service rendered by an employee as on the last day of his service for the purpose of gratuity claims.
- 8.12.6. EOL shall not be counted as active service for the purpose of all HR actions, such as promotion, training etc.
- 8.12.7. Remuneration and other benefits of the post held shall not be granted to an employee for the days of EOL.
- 8.12.8. Promotion processed prior to availing EOL, and if the approval is received during the period of EOL, the promotion shall be affected only on rejoining the service.

- 8.12.9. An employee who has been provided with a government quarter shall vacate it when he leaves for EOL, exceeding 12 months as per Section 9.7.2.
- 8.12.10. An employee applying for EOL shall furnish specific reasons in the application along with a completed and signed Undertaking as per Form 8/B, stating the reasons mentioned in the applications are true.
- 8.12.11. An employee availing EOL shall be liable for major administrative action if he is found to breach the Undertaking.
- 8.12.12. An employee may be granted EOL for the following purposes:
- 8.12.12.1. Family/personal problems, when the attention of the official concerned is genuinely required;
  - 8.12.12.2. Professional Enhancement, getting diverse experience and exposure; and
  - 8.12.12.3. Career break/Sabbatical.
- 8.12.13. An employee shall not avail EOL for full-time employment and/or consultancy that conflict with his Electoral Service roles and responsibilities or be employed by/ for RGoB works and project.
- 8.12.14. The position of an employee shall not be protected while availing EOL beyond six months and Section 13.5. shall apply if displaced on return from EOL.
- 8.12.15. Failure to comply with undertaking of EOL:
- 8.12.15.1. Deduct 3 years increment
  - 8.12.15.2. Demote and with-hold promotion
- 8.12.16. An employee on EOL shall submit a return-to duty status in writing at least six months prior to the completion of the EOL period.
- 8.12.17. An employee failing to join the service after completion of the EOL shall be compulsorily retired.
- 8.12.18. Authority to grant EOL to an employee shall be:

Sl.No	Position Category	Authority
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i	EX/ES (1-3) & P1 - P5	Commission
ii	SSS - O4	HRC

### **8.13. Preparatory Leave**

8.13.1. An employee can avail Preparatory Leave in order to prepare for studies, transfer and prior to superannuation.

8.13.2. The number of days admissible as Preparatory Leave shall be:

8.13.2.1. An employee transferred from one duty station to another shall be eligible for five working days of Preparatory Leave provided the new duty station is at least 10 kilometers away from the previous station involving the change of residence. The actual time required for travel shall be allowed in addition to Preparatory Leave;

8.13.2.2. An employee who has been approved Study Leave as per the approving authority specified in Section 7.4.3 shall be granted five days as Preparatory Leave before the course start date and 21 days to report after the course end date as specified in LoA. Government holidays and weekends (Saturdays and Sundays) within the period of the Preparatory Leave for Study Leave shall be counted in the calculation of Preparatory Leave;

8.13.2.3. An employee due for superannuation will be freed up of his duties one month before his superannuation date to ensure smooth transition to retirement. The period will be used by the individual to:

- a. Complete handing-taking over responsibility
- b. Complete necessary formalities to process retirement benefits; and
- c. Prepare for retirement.

8.13.3. Authority to grant Preparatory Leave shall be the HRC.

### **8.14. Revocation of Leave**

8.14.1. ECB shall have discretionary power to revoke leave based on exigencies of the circumstances.

### **8.15. Unauthorised Absence**

8.15.1. Unauthorised absence shall not be regularised through grant of leave. For such absence, prorated salary shall be deducted and HRC may also take disciplinary action, if required.

- 8.15.2. However, should the HRC be convinced that the employee has remained absent due to unavoidable circumstances and deserves regularisation, leave may be granted as per the entitlement of the individual employee.

#### **8.16. Accountability**

- 8.16.1. Leave availed in contravention to the ECBSRR shall be considered illegal and the employee concerned shall be liable for administrative actions.

**SCHEDULE 8/A**

**LEAVE TYPES AND ELIGIBILITY**

Leave Type	Regular Employee of ECB	Contract	ESP/GSP
Casual Leave*	10 Working days	10 Working days when the contract term is less than one year	
Annual Leave**	21 Working days	21 working days if the contract term is 12 months or more	
Bereavement Leave	21 working days		
Maternity Leave	6 Months	6 months for at least one year of service 3 months for less than one year	
Paternity leave	10 working days		
Medical Leave	36 months	2 months with pay and extendable to one month without pay per contract term	
Medical Escort Leave	Maximum 2 months (refer section 8.10.1)		
Study Leave	Eligible as per section 8.11	Not Permissible	
Preparatory Leave	For various HR action like studies, transfer and superannuation	Not Permissible	
* Only Applicable for ECB Employee on probation			
**Not Applicable for ECB Employee on Probation			

Leave Type	Regular Employees	ESP/GSP
Casual Leave	10 working days	10 working days when the contract term is less than one year
Annual Leave**	21 working days	21 working days if the contract term is 12 months or more
Bereavement Leave	21 days	
Maternity Leave	Six months	<ul style="list-style-type: none"> <li>• Six months for at least one year of service</li> <li>• Three months for less than one year of service</li> </ul>
Paternity Leave	10 working days	
Medical Leave	36 months	One month with pay and extendable to another months without pay per contract term (Section 4.4.10.3)
Medical Escort Leave	Maximum two months (refer Section 8.10.1)	
Study Leave	Eligible as per section 8.11	Not Permissible
Preparatory Leave	For various HR actions like studies, transfer and superannuation	Not permissible

*\*\*Not applicable for employees on probation period*

Election Commission of Bhutan  
Royal Government of Bhutan

**LEAVE REQUEST AND APPROVAL FORM**

Date: .....

To : .....

From: .....

Kindly grant me leave as follows:

Sl.no	Type of Leave	Select	Duration			Remarks
			Start Date	End Date	Total	
1	Annual Leave					
2	Casual Leave					
3	Maternity Leave					Attach Evidence
4	Paternity Leave					Attach Evidence
5	Extraordinary Leave					Execute Legal Undertaking
6	Bereavement Leave					Attach Evidence
7	Medical Leave					Attach Evidence
8	Medical Escort Leave					Attach Evidence
9	Study leave					

\* Submit reasons:

.....

.....  
Signature of Applicant

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

.....  
Signature  
HR Officer

.....  
Approved  
Signature of Supervisor/Manager

.....  
Not Approved

Approved by: HR Committee meeting No. .... dated ..... for  
(i) medical leave beyond one month, (ii) medical escort leave and (iii) EOL.

.....  
Commissioner



Election Commission of Bhutan  
Royal Government of Bhutan

**UNDERTAKING**

I, ..... a regular employee bearing EID No. ....  
.....serving as .....  
in....., hereby accept to  
avail EOL for a period of.....months with effect from ..... and I hereby  
undertake to:

1. Use the EOL only for reasons mentioned in my application;
2. Not engage in any other activity, including full-time employment and/or consultancy that conflicts with their Electoral Service roles and responsibilities.
3. Abide by all relevant provisions of the ECBSRR 2025, and other relevant laws and rules of the country; and
4. Accept any disciplinary action if I fail to abide by this undertaking.

I hereby do confirm that I have been briefed on all rules governing my EOL and I have understood them, including the implications and consequences of violating them.  
In particular, I understand that if I fail to abide by any one of the above-stated conditions, I shall be liable for legal action by the ECB.

Sd/-

Place: .....

(Affix Legal Stamp)

Date: .....

Name: .....

Witness

Name: .....

Present Address: .....

CID No.: .....

Permanent Address: .....

**Caution:**

*This is an important legal document and therefore, should be executed after clearly understanding all the responsibilities, liabilities, and implications.*

**ELECTION COMMISSION OF BHUTAN  
SERVICE RULES AND REGULATIONS 2025**

**CHAPTER 9  
REMUNERATION, ALLOWANCE AND BENEFITS**



## **CHAPTER 9. REMUNERATION, ALLOWANCE AND BENEFITS**

### **9.1. Policy**

- 9.1.1. Ensure judicious administration of compensation within the Electoral Service founded on the principle of equal pay for work of equal value.
- 9.1.2. To attract, retain, and motivate the best and brightest employees.

### **9.2. Determination of Remuneration, Allowances and Benefits**

- 9.2.1. Salary, allowances, benefits and other emoluments of the employees shall be determined by the Royal Government as per the Constitution of the Kingdom of Bhutan and other relevant laws of the land.

### **9.3. Payment of Remuneration, Allowances and Benefits**

- 9.3.1. During the employment, the employer shall pay the salary, allowances, and benefits at the pay scale and rates applicable for the Position Level held by the employee. It shall be payable monthly on the last working day of every calendar month.

### **9.4. Pay Scale**

- 9.4.1. The Royal Government shall issue a Pay Scale for all Position Levels of the employees including the GSP, ESP and Contract Employees from time to time which shall be used for determination and payment of salary of the employee.

### **9.5. Pay Fixation**

- 9.5.1. On Initial Appointment:

9.5.1.1. The basic pay of an employee on initial appointment shall be fixed at the minimum of the pay scale corresponding to the Position Level of appointment. For in-service candidates upgrading to a higher position category, their seniority and Position Level shall be protected and accordingly their pay shall be fixed at the minimum of the scale for the new Position Level or, when the minimum of the pay scale at the new Position Level is less than the pay actually drawn by the in-service candidate in the earlier position level, the pay shall be re-fixed in the same manner as in the case of a promotion.

- 9.5.2. On Promotion

9.5.2.1. Upon promotion of an employee, the pay shall be fixed at the minimum of the pay scale prescribed for the higher position.

9.5.2.2. Where the minimum of the pay scale of the higher Position Level is less than the pay actually drawn by the employee in the lower scale or when the difference is less than one annual increment in the higher scale, an amount equal to one annual increment in the higher scale shall be added to the pay drawn by the employee.

9.5.2.3. When an employee is promoted with effect from a date on which the annual increment is to be granted, the annual increment in the lower Position Level shall be released first and the pay shall then be re-fixed in the pay scale of the higher Position Level.

9.5.2.4. If an employee decides to voluntarily resign after a promotion without serving a minimum of six months, his retirement benefits will be based on the earlier position level. This shall apply to all types of promotion.

9.5.3. On Demotion

9.5.3.1. The pay of an employee on demotion shall be fixed at the minimum of the pay scale for the position he is demoted to.

9.5.4. On return from Secondment

9.5.4.1. An employee, on return from secondment to an agency outside the Electoral Service shall be placed in the same Position Level and pay scale he held immediately before the secondment. The pay in the respective Position Level/pay scale shall be fixed after taking into account the increment that would have been sanctioned to him during the period of secondment.

9.5.5. On return from EOL

9.5.5.1. An employee shall not be entitled to increment during EOL. The pay fixation on return from EOL shall be based on the pay scale held by the official immediately before the EOL.

**9.6. Annual Increments**

9.6.1. Annual increment, in the respective pay scale, shall be given to all employees.

9.6.2. The Commission shall sanction the annual increments to its employees.

9.6.3. An employee shall receive the increment on 1st January or 1st July upon serving a minimum of 12 months.

- 9.6.4. An employee who is demoted shall receive the annual increment on 1st January or 1st July upon serving a minimum of 12 months in that position.
- 9.6.5. In the event of separation, increment shall be released and considered for the purpose of gratuity and other benefits if he has completed 12 months of service after the previous increment.

#### **9.7. Government Accommodation**

- 9.7.1. Government accommodation shall be provided to employees who are entitled to such designated accommodation. If such accommodations are not available, they shall be entitled to lump- sum House Rent Allowance as approved by the Royal Government.
- 9.7.2. An employee who has been provided with a government quarter shall vacate it when he leaves for LTT, EOL, and Secondment exceeding 12 months.

#### **9.8. Entitlement for Election Period**

- 9.8.1. Employees of the ECB shall be given a one-time allowance, equivalent to one-month basic pay for the conduct of national elections such as Parliamentary and Local Government Elections.
- 9.8.2. All officials directly involved in the conduct of elections shall be paid adequate communication allowance, as per procedure adopted by the ECB.

#### **9.9. Allowance**

- 9.9.1. An employee shall be entitled to the following allowances as may be determined by the ECB as per the prevailing Government Norms from time to time:

##### **9.9.1.1.Salary Based Allowances**

All Salary Based Allowances as approved and at the rates determined by the Royal Government shall be paid to the employees.

##### **9.9.1.2. Overtime Allowance**

Overtime Allowance shall be provided to an employee holding a position at the S5 level and below including ESP/GSP, where

they are required by the supervisor to work beyond the normal working hours, weekends and Government holidays.

#### 9.9.1.3. House Rent Allowance

House rent allowance shall be paid to employees and public servants at the rates approved by the Government.

#### 9.9.1.4. Any other Allowances

An employee may be entitled to certain other Allowances as may be approved by the Government.

### 9.10. Transfer Benefit

An employee who is transferred shall be entitled to the following transfer benefits:

- 9.10.1. Travel expenditure for self (TA/DA-bus fare or mileage) and family (bus fare). If mileage is claimed instead of the bus fare, the family members shall not be eligible to claim the bus fare.
- 9.10.2. Transfer grant equal to one month's basic pay shall be paid by the relieving agency.
- 9.10.3. The ceiling for the transport charge of personal effects during transfer shall be Nu. 40,000 or at the rates determined by the Government.

Position level	No & type of truck	Rate
EX/ES level and Above	Two	As per the rate prescribed by Bhutan Construction and the Transport Authority
P/SS level	One	-do-
S level and below	One DCM or Equivalent	-do-

- 9.10.4. An employee transferred within a distance of 10 kilometers (KM) from the place of posting shall not be entitled to transfer benefits.
- 9.10.5. An employee granted transfer on request without fulfilling the conditions shall not be entitled to transfer benefits.

- 9.10.6. No transfer grant shall be admissible during the temporary transfers when DSA is admissible as on tour.

## **9.11. Retirement Benefits**

### **9.11.1. Gratuity**

#### **9.11.1.1. Eligibility**

- a. An employee who is separated from service shall be entitled to receive gratuity after rendering a minimum of 10 years of service, except, those on contract and death cases while in service; and
- b. An employee terminated from service shall not be eligible for gratuity.

#### **9.11.1.2. Amount**

- a. The amount of Gratuity payable under the Rule shall be computed based on the last basic pay drawn times every completed year of service.
- b. However, for fraction of the year, the amount of gratuity payable is calculated as:

Last basic pay (/)365 days\*number of days served (for e.g. 280 days served = basic pay Nu. 12,000/365 days = Nu. 32.87 per day\*280 days = Nu. 9,501.00)

#### **9.11.1.3. Ceiling**

The ceiling on the quantum of Gratuity shall be as determined by the Royal Government from time to time.

#### **9.11.1.4. Conditions**

Gratuity shall be paid to an employee by the ECB only upon production of an Audit Clearance, Tax Clearance and Loan Clearance Certificates confirming that the retiree has no outstanding advances or loans from a financial institution to which the Commission was the guarantor.

#### **9.11.1.5. Recovery**

- a. The amount due from an employee, if any, at the time of retirement or demise and not recoverable otherwise, shall be recovered from the Gratuity payable to the incumbent,



his nominees or other legal heir to whom such payments may be released.

- b. Any outstanding training obligation as per Section 6.7.7 of the ECBSRR shall be recovered from the candidate's gratuity and other retirement benefits payable to him.
- c. In case of demise of an employee, the recovery or penalty against the training service obligation shall be treated null and void.

#### 9.11.1.6. Authority

Gratuity shall be sanctioned to an employee by a competent authority to which such powers are delegated in the Financial Manual after completing the required formalities and the sanction shall be accorded in the prescribed form.

#### 9.11.2. Pension

9.11.2.1. An employee shall be entitled to monthly pension benefits, as per the National Pension and Provident Fund (NPPF) Rules and Regulations.

9.11.2.2. If an employee is terminated, he shall not be eligible for the pension benefits but entitled to refund of his contributions made to the pension account.

#### 9.11.3. Provident Fund

9.11.3.1. An employee who has served for a minimum of one year and retired from service, shall be entitled to the provident fund benefits, both the employee and employer contributions together with returns thereon credited to pension account as per the NPPF Rules and Regulations.

9.11.3.2. An employee whose services are terminated shall be entitled only to his contribution together with returns credited thereon to provident fund account.

#### 9.11.4. Monthly Pension and Provident Fund

9.11.4.1. The amount of monthly pension benefits and the Provident Fund payable to retired employees under the National Pension and the Provident Fund benefits shall be subject to the provisions in the NPPF Rules and Regulations.

#### 9.11.5. Conditions

A copy of the order relieving an employee on separation from Electoral Service shall be forwarded to the NPPF, which shall form the basis for the NPPF to sanction the pension and provident fund benefits.

##### 9.11.5.1. Recovery

The amount accumulated to a member under the NPPF shall not be liable to attachments, garnishments, levy or seizure, except to pay any dues of the member payable to the NPPF or to the employer.

##### 9.11.5.2. Authority

Pension and Provident Fund Benefits shall be sanctioned to a retired employee by the NPPF in accordance with the NPPF Rules and Regulations.

##### 9.11.5.3. Verification of Service

The services of an employee claiming gratuity, pension and provident fund benefits under the Rule shall be verified with respect to the service book of the employee and certified in the prescribed form by a designated authority.

##### 9.11.5.4. Travel Allowance

An employee who leaves the service for any reason, other than termination, shall be entitled to Travel Allowance of an amount equal to one month's last basic pay of the employee.

##### 9.11.5.5. Transfer Grant

An employee who leaves service for a reason other than termination shall be entitled to the transfer grant of one-month basic pay.

##### 9.11.5.6. Transport Charge of Personal Effects

An employee, who leaves service for a reason other than termination, shall be entitled to receive transport of personal effects up to Nu. 40,000 or at the rates determined by the Government as per the Section 9.11.3.

##### 9.11.5.7. Group Insurance Scheme

An employee who leaves service shall be entitled to the benefit of Employees Group Insurance Scheme.

#### 9.11.5.8. Benefits Payable to the Family

If an employee expires while in service including probation period, his family/legal nominee shall be entitled to all retirement benefits.

If an employee is required to resign due to illness or disability incurred while in-service, his family/legal nominee shall be eligible to process all retirement benefits.

### 9.12. Service Awards

The award is to recognise and reward outstanding achievement and service to the *Tsa-Wa-Sum*.

#### 9.12.1. Eligibility

Employees, including Contract employees and GSP/ESP, shall be eligible for dedicated and lifetime service awards.

##### 9.12.1.1. Categories of award

The Service Awards shall be given in the following two categories:

##### 9.12.1.2. Service Award for Dedicated Service

- a. This Award shall be given to employees with clean service records who have served the Tsa-Wa-Sum with full dedication and loyalty. The Award shall be based primarily on the duration served in the Electoral Service as follows:

Years of Active Service	Particulars of Award
10 years	Certificate with a Medal (Bronze)
20 years	Certificate with a Medal (Silver)
30 years	Certificate with a Medal (Gold)

#### 9.12.1.3. Service Award for Lifetime Service

- a. This Award for Lifetime Service shall be given to those superannuating employees with clean service records, upon completion of the retirement age prescribed in the ECBSRR.
- b. The Nomination and distribution of Award shall be as per the Civil Service HR manual.

### **9.13. Accountability**

- 9.13.1. The remuneration and benefits of an employee fixed contrary to the provisions in the ECBSRR shall be regarded as irregular and hence liable to be revoked by the ECB.
- 9.13.2. The authority responsible shall be held accountable for such lapses and are liable for administrative actions.

**ELECTION COMMISSION OF BHUTAN  
SERVICE RULES AND REGULATIONS  
2025**

**CHAPTER 10  
PERFORMANCE MANAGEMENT AND CAREER  
PROGRESSION**



## **CHAPTER 10. PERFORMANCE MANAGEMENT AND CAREER PROGRESSION**

### **10.1. Policy**

- 10.1.1. Promote professionalism, meritocracy, productivity and competency.
- 10.1.2. Strengthen accountability and alignment to the organizational goals with free and fair election with national objectives of People, Progress and Prosperity.
- 10.1.3. Reward and motivate potential and competent employees by providing equal career advancement opportunities to retain the best and the brightest and manage those who do not perform.
- 10.1.4. Enhance and improve service delivery.

### **10.2. Strategy**

- 10.2.1. Institute the process of Work Planning with clear Key Performance Indicators aligned to the organisational objectives.
- 10.2.2. Foster a culture of staff engagement through open communication, support, monitoring and feedback in the Electoral Service.
- 10.2.3. Institute a merit based, fair and transparent process for promotion based on Performance and Potential.
- 10.2.4. Promotion shall be based on the Position Directory, and fulfilment of promotion criteria.
- 10.2.5. Performance shall be rewarded through the framework of Performance-Based Incentives.

### **10.3. Performance Management System**

#### **10.3.1. Objectives:**

##### **10.3.1.1. Performance Management System aims to:**

- a. Enhance ECB's overall performance and productivity to meet National objectives.
- b. Ensure organisational effectiveness by cascading institutional accountability and alignment through the organisation's hierarchy to the individual employee.

- c. Differentiate performance to reward and recognise those who perform, and manage those who do not meet expectations.

#### 10.3.2. General Rule

10.3.2.1. The performance score by the individual supervisors will be moderated at the end of the performance evaluation process.

10.3.2.2. Annual Performance Appraisal Cycle shall be as follows:

- a. July – June.

10.3.2.3. In cases, where an employee has been transferred under a new supervisor, irrespective of the duration served, the employee shall be rated by the new supervisor based on the monitoring reports of the earlier supervisor or in close consultation with the earlier supervisor(s) on the achievement of planned activities and targets set by the employee for the former and current Commission.

10.3.2.4. Employees holding managerial positions at P1A shall receive feedback based on the Leadership Feedback System (LFS) which ECB shall reference for HR actions, including promotion. Schedule 10/A has a protocol for providing feedback through the online LFS.

10.3.2.5. ECB shall ensure confidentiality and proper documentation of LFS.

10.3.2.6. The respective supervisor shall monitor the overall performance of his/her employees, make provisions for improvement, and provide feedback and coaching on a continuous basis, which shall be documented in the online system. This shall serve as the Performance Appraisal Report.

10.3.2.7. The Performance Appraisal Report shall be used to:

- a. Recognise good performers and provide appropriate incentives and rewards.
- b. Assess potential of a candidate to be promoted to the next higher-level position.



- c. Identify and address development needs of the employees.
- d. Assess potential of a candidate for HRD investment.
- e. Take other HR actions inter alia, transfer, confirmation of services for the probationers and assigning special tasks.
- f. Identify and manage poor performers.

#### 10.3.3. Managing Poor Performance

10.3.3.1. For employees not meeting the expectation of the position, the respective supervisor shall implement a number of strategies to improve performance.

10.3.3.2. The following strategies shall be utilised:

- a. Support to employees in the form of development, counselling, coaching and implementation of Performance Improvement Plan (PIP).
- b. Review of current work responsibilities against the job descriptions and annual work plan with the intention to match his competency/skills with the job.
- c. Disciplinary actions, including compulsory retirement.

10.3.3.3. Supervisor may through due process exit non performing individuals at any point during the performance cycle.

10.3.4. Every employee shall ensure that his performance dashboard is planned, monitored and updated as per the requirements and definition in the Performance Appraisal Form and Performance Manual.

10.3.5. The procedural aspects of Performance shall be detailed in the Performance Manual.

#### 10.4. Career Pathways

The following shall be the career pathways:

10.4.1. Promotion to P1, Executive Position and Specialist Track;

10.4.2. Broadbanded Promotion; and

10.4.3. Meritorious Promotion.

**10.5. Authority**

10.5.1. The HRC shall have the authority to propose promotions of eligible and deserving employees up to P1, based on performance and set criteria, to the Commission.

10.5.2. All Promotion to Executives (EX3) and Specialists (ES3) categories shall be approved by the Commission, based on performance and set criteria.

10.5.3. All promotions of Executives and Specialists shall be approved by the Commission, based on performance.

**10.6. Schedule**

10.6.1. Scheduled promotion shall normally be approved with effect from 1st January or 1st July.

10.6.2. Promotion proposals shall be submitted to the ECB by November 15 for January, and May 15 for July promotion.

**10.7. Criteria for Promotion**

10.7.1. An employee shall not claim promotion as a matter of right.

10.7.2. A promotion shall entail a higher degree of responsibility, requiring a higher level of knowledge, skills and ability.

10.7.3. The criteria for promotion of an employee shall be based on:

10.7.3.1. Availability of post/vacancy;

10.7.3.2. Fair and transparent selection system based on merit. Merit shall be defined in terms of:

- a. Requisite academic qualification;
- b. Relevant training and expertise;
- c. Relevant skills and competency;
- d. Past and present performance in his jobs;

- e. Relevant experience;
- f. Clean service record;
- g. Suitability to perform duties and responsibilities of the vacant position.
- h. Potential to shoulder higher responsibilities;
- i. Not reflected in the negative list of the RAA; and
- j. No pending investigation/administrative action/court case.

10.7.4. Service in Dzongkhags and seniority shall be given due recognition.

10.7.5. Additional qualifications relevant to the nature of duties and responsibilities shall be given due recognition.

10.7.6. In addition to the general promotion criteria, an employee shall fulfil the eligibility criteria specified under the 10.7.20.

10.7.7. Fulfilment of the minimum duration requirement as per the category of promotion shall be as follows:

10.7.7.1. First Promotion:

- a. Employees irrespective of the entry Position Level shall be eligible for their first promotion only after serving a minimum of five years, including probation period.

10.7.7.2. Second and subsequent broad banded promotions after serving the duration as indicated below:

<b>Position Category</b>	<b>Minimum Duration</b>
Executive/Specialist	Four years
PMC	Four years
SSC	Four years (S1-SS1), (SS1-SSS),
	Four years (S5-S1)

- 10.7.8. All the relevant and valid documents shall be submitted to process promotions.
- 10.7.9. A 360-degree feedback assessment will be conducted annually every December to evaluate employees for the Best Service Award and potential promotions. Only one individual may receive the Best Service Award each year. Recipients of this award will be eligible for a performance bonus of 1% in assessments, including examinations, interviews, and promotional evaluations, with a cumulative bonus not exceeding 3%. To qualify, a minimum benchmark rating of 80% in the 360-degree assessment must be achieved.
- Employees who receive three consecutive Best Service Awards, while also meeting other promotion criteria, will be considered for meritorious promotion.
- 10.7.10. An employee with a Performance rating of “Partially Meeting Expectation” shall serve an additional year over and above the minimum years of active service.
- 10.7.11. An employee with a Performance rating of “Partially Meeting Expectation” for three consecutive years shall be compulsorily retired from service.
- 10.7.12. Study Leave up to 18 months of any single training shall be counted as part of an active service for promotion. However, the Study Leave for Bachelor’s degree shall not be counted as part of active service for promotion.
- 10.7.13. Maternity Leave of six months shall be counted as part of active service for promotion.
- 10.7.14. Any other form of leave up to three months at a time, except EOL, shall be counted as part of active service for promotion.
- 10.7.15. Even if an employee has fulfilled eligibility criteria, his promotion shall not be processed/approved during his absence from duty and availing Medical Leave beyond three months, EOL and LTT or when LTT status is ‘Reported but pending Completion’.
- 10.7.16. Notwithstanding Section 10.7.14, an employee may be granted promotion while on long term training if he is physically present during the promotion effective date.
- 10.7.17. An employee while pursuing LTT under mixed-mode shall be eligible for promotion subject to fulfilling other criteria including his presence

in office at the time of affecting the promotion. However, once the course end date has expired, an employee shall have to produce course completion evidence to be eligible for promotion.

- 10.7.18. Promotions shall be proposed by the HRC and approved by the Commission.
- 10.7.19. The HRC shall not propose promotion of employees based only on the completion of the minimum four years' criterion without properly assessing their capability, performance and the need of the ECB.
- 10.7.20. Following criteria based on category of Promotion shall apply:

<b>Category of career pathway</b>	<b>Performance score</b>	<b>Potential score</b>	<b>Duration</b>
Normal Promotion	Recent score Good	Recent score Good	Ref. Section 10.7.7
Meritorious Promotion	Consecutive three OS	Consecutive three OS	Minimum of three years

- 10.7.21. The performance score of VG and above may be used to liquidate promotion duration requirements as decided by the HRC for various penalties; and
- 10.7.22. If an employee decides to voluntarily resign after a promotion without serving a minimum of six months, his retirement benefits will be based on the earlier position level. This shall apply to all types of promotion.
- 10.7.23. An employee who has completed two years' service at P1 position level shall be eligible to sit for Open Competitive Exam for vacant EX3/ES3 positions based on set criteria.

## **10.8. Appeals related to Promotion**

- 10.8.1. Any grievances pertaining to promotion of the incumbent may appeal to the Appellate Authority within 10 working days, calculated upon receipt of formal communication of result.

## **10.9. Handing/Taking Over of Charge**

- 10.9.1. There shall be proper handing/taking over of the charge including Government property, files and records before an employee is relieved from the current post on promotion.

#### **10.10. Orientation**

- 10.10.1. The ECB shall institute an appropriate orientation programme to ensure that a candidate promoted to a higher position category is properly inducted.

#### **10.11. Accountability**

- 10.11.1. A promotion granted without fulfilling the prescribed criteria and/completing the prescribed processes shall be regarded as invalid and shall be revoked by the ECB.
- 10.11.2. The authority responsible for granting such promotions shall be accountable and liable for administrative actions.

#### **SCHEDULE 10/A**

#### **LFS PROVIDER AND RECIPIENT/INTER-ECB FEEDBACK PROCESS:**

A.LFS Provider and Recipient Feedback process:

<b>Recipient</b>	<b>Provider</b>	<b>Remarks</b>
All P1 Managers, and EX3/2/1	Mandatory for all servants	Officials currently on LTT, Secondment, and EOL are not eligible recipients.
	Optional for SSC civil servants	Supervisory and Support Category even if s/he is the officiating head, shall not receive feedback.
	Inter-ECB Feedback between DzEO and Dzongdag.	Officiating who are in P3 and below are not eligible recipients.

B. Manager's accountability to provide feedback to all eligible feedback recipients are indicated below:

<b>Profile/Position Level</b>	<b>Recipient</b>	<b>Remarks</b>
1. EX1	All reportees Executives/P1	Supervisor's feedback

2. EX3/2	All reportees/P1	Supervisor's feedback
3. Head of Department	All reportees/P1	Supervisor's feedback
	Director/DG	Peer review
	Secretary	Subordinate's feedback
4. EX3/2/1	Supervisor/ Executives	Subordinate's feedback
	Head of Division/P1/ES	Peer review

**ELECTION COMMISSION OF BHUTAN  
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**CHAPTER 11  
SENIOR ELECTORAL SERVICE**





## **CHAPTER 11. Senior Electoral Service**

### **11.1. Policy**

- 11.1.1. Enhance performance and accountability for public-trust in Electoral Service.
- 11.1.2. Ensure succession planning of Senior Electoral Service for smooth and seamless continuity in the event of leadership transition and prepare high potential Executives for key positions.
- 11.1.3. Expand the talent pool by opening select executive positions to suitable individuals.
- 11.1.4. Develop and enhance leadership competencies in the Electoral Service.
- 11.1.5. Select P1 Level to Executive position with leadership competencies and potential.

### **11.2. Scope**

- 11.2.1. Senior Electoral Service shall include Executives and P1 Position Level.

### **11.3. Strategy**

The Executives shall be:

- 11.3.1. Selected from the potential pool as determined by the ECB for selection through Open Competition or appointed from the existing Executives to relevant and best fit positions.
- 11.3.2. Given targeted mandatory leadership training for enhancing both domain expertise based on the ECB's mandate and leadership competencies aligned to Leadership Capability Framework (LCF).
- 11.3.3. Encouraged to demonstrate a growth mindset and pursue their own learning and development.
- 11.3.4. Closely administered and supported in discharge of duties for optimum performance.

### **11.4. Senior Electoral Service Appointment**

- 11.4.1. Based on the position title and the position levels, the following executive appointment shall be made:

11.4.1.1. Secretary to the ECB: A Secretary to the ECB shall be the highest position in the Electoral Service.

11.4.1.2. ECB shall nominate the Secretary on the basis of merit, competency, performance and seniority from amongst the executives.

## **11.5. Appointment of Executives**

11.5.1. ECB shall appoint Executives at the EX3A level through open competition, based on set criteria.

11.5.2. ECB shall appoint P1 level officers to Executive positions through Open Competition or shall promote based on competency and set criteria.

11.5.3. When there is a lack of eligible or suitable applicants, or as deemed necessary, the ECB shall consider P1 level officers who have not completed two years in their current position but have fulfilled section 11.6.3.8.

## **11.6. Selection and Appointment of Executives and P1 Management**

11.6.1. Vacancy Announcement

11.6.1.1. Based on the approved vacant position, the position of executives shall be announced by ECB.

11.6.1.2. Based on the approved vacant position, the position of P1 shall be announced.

11.6.2. The announcement shall include the following:

11.6.2.1. Position Level, Dzongkhag/Division/Department; and

11.6.2.2. Clear and concise job description of the position including the minimum qualification and experience requirements.

11.6.3. General eligibility criteria to apply for the position shall include but not limited to:

11.6.3.1. Meet the minimum educational qualifications and experience as prescribed in the Position Directory and Job Description;

11.6.3.2. Currently in one Position Level lower than the announced position;

- 11.6.3.3. Completed a minimum of two years of active service in current Position Level at the time of the application deadline;
- 11.6.3.4. Minimum LFS score of “Very Good”;
- 11.6.3.5. Minimum Performance Score of Meeting Expectations and above for Executive Position;
- 11.6.3.6. Minimum Performance and Potential Score of Very Good and above for P1 Position;
- 11.6.3.7. Clean service record and no pending disciplinary action including cross-checking with relevant agencies;
- 11.6.3.8. Minimum number of years in service required shall be eighteen years (excluding EoL);
- 11.6.3.9. An employee shall not be eligible to participate in an Open Competition while on:
  - a. Long-term training;
  - b. Extended Medical Leave beyond three months;
  - c. Extraordinary Leave beyond three months; and
  - d. Secondment
- 11.6.4. A candidate appointed and promoted through an open competition shall be required to serve a minimum of two years in that position.

## **11.7. Selection Interview**

- 11.7.1. For Executive-level positions, the interview panel shall consist of five members, including two Commissioners of the ECB and three external members and may include former leaders of the ECB.
- 11.7.2. In the case where ECB decides to conduct an interview for the P1 Level Position, the interview panel shall also comprise five members, including at least one Commissioner, one Executive, and external members and may include former leaders of the ECB.
- 11.7.3. Applicants will be assessed on Domain Expertise and on Leadership Capability.
- 11.7.4. Each panel member will be provided with the ToR of job announced in order to familiarize with the domain knowledge required for the job.

11.7.5. To assess domain knowledge, the Work Sample Method shall be used. This will be done as follows:

11.7.5.1. 10 minutes presentation; and

11.7.5.2. 20 minutes Q & A.

11.7.6. The applicants will be assessed on the Domain Expertise (50%) and the Leadership Skills (50%).

11.7.7. If shortlisted candidate's score awarded by a majority of Panelists (three and above) is below 60%, he shall not be allowed to sit for Open Competition selection interview for another one year, calculated from the date of declaration of the result.

11.7.8. Questions/answers during the interview shall be bilingual (Dzongkha and English).

11.7.9. Result

11.7.9.1. The scores awarded by the panel member will be compiled.

11.7.9.2. No two or more candidates should get the same score from one panelist.

11.7.9.3. These scores will be converted into ranking.

11.7.9.4. The candidate ranked first by three or more out of five panelist will be selected.

11.7.9.5. When there is no selection based on 26.4.3.4 (d), sum of all ranking will be considered, and the candidate with the lowest sum will be selected.

11.7.9.6. In the event there is a tie when considering sum of ranking, average of the marks of the two tied candidates only will be used to determine the final selection.

11.7.9.7. Finally, if all above three options are completed, and if there is still a tie, then the selection committee will seek consensus on selection of candidate.

11.7.10. Selection of Candidate

- 11.7.10.1. The consolidated result of the interview shall be declared by the Chairperson to the other members of the panel.
- 11.7.10.2. Panel members will check the consolidated result against the reference score sheet and panelist reference sheet.
- 11.7.10.3. The consolidated result will be signed and sealed by the panel.

#### 11.7.11. Declaration of Result

- 11.7.11.1. The ECB shall consolidate with professional credit scores and declare the result on the website within two weeks of completion of the selection process.
- 11.7.11.2. The selected candidate shall be given a maximum of two weeks after the declaration of result, to submit the following documents:
  - a. Copy of online Audit Clearance; and
  - b. Copy of online Security Clearance.
- 11.7.11.3. If the selected candidate fails to produce the documents within the stipulated time, the next candidate in order of merit ranking may be considered for selection.

### 11.8. Training

- 11.8.1. Under the Leadership Development Programme, various targeted leadership training will be provided to all Senior Electoral Service.
- 11.8.2. The effort will be to ensure that employees in leadership positions have a clear idea of what is expected from them, and receive the necessary training to develop desirable leadership traits as per LCF and domain expertise required for the appointed position.
- 11.8.3. Training obligation will apply as per Chapter 6.
- 11.8.4. Performance management of SES will be implemented in accordance with the Performance manual.

### 11.9. Transfer

- 11.9.1. The following criteria will be used to determine transfer of Executive:

- 11.9.1.1. Number of years in current position: The Executives may generally be transferred to a new Position within three to five years.
- 11.9.1.2. Strategic Movement of Executives shall be implemented for seamless succession planning.

#### **11.10. Promotion**

- 11.10.1. All promotions to Executive positions irrespective of duration are considered as meritorious promotions.
- 11.10.2. Following Executive Promotion Assessment Framework will be used to assess Executives suitability for promotion:
  - 11.10.2.1. Performance Score;
  - 11.10.2.2. Feedback received via LFS;
  - 11.10.2.3. Clean service record;
  - 11.10.2.4. Requirements of position held; and
  - 11.10.2.5. Any other relevant sources and assessment criteria determined by the ECB.

### Selection for Executives Framework:

SI No	Category	Maximum Percentage	Evaluation Criteria
1	Seniority	5	4 % upon 18 years of service (excluding EoL), 1 % for above 18 years (Max 5 percent)
2	Placement & Election Experience	5	4 % for HQ placement, 4% for Dzongkhag placement, 5 % for Both Dzongkhag & HQ
3	Individual Achievements	5	1 % each for: Division Head, Dzongkhag Election Officer, National Volunteer Service, Meritorious Promotion, Leadership-Related Certification.
4	Leadership & Performance	15	5% Based on last two years' performance (minimum 'Very Good') and 10% assessed against ECB Leadership Capability Traits.
5	Interview / Viva Voce	70	40 % for Domain Expertise (presentation & Q&A), 30 % for Leadership and Strategic Thinking.

### Leadership Capability Framework Traits assessed by Supervisor

Domain	Trait	Behavioral Indicators	Rating Descriptions (1–5)
<b>1. Strategic Thinking &amp; Vision</b>	<b>Foresight &amp; Vision</b>	<ul style="list-style-type: none"> <li>- Anticipates future challenges and opportunities</li> <li>- Aligns team and organizational goals with ECB's mission and national priorities</li> </ul>	1: Limited understanding
			2: Understands and applies vision
			3: Proactively sets direction
			4: Shapes vision for others
			5: Farsighted & visionary
	<b>Analytical Capability</b>	<ul style="list-style-type: none"> <li>- Uses data and evidence to inform decisions</li> <li>- Applies critical thinking to complex electoral issues</li> </ul>	1: Ignores data
			2: Basic data use
			3: Makes data-informed decisions
			4: Uses analysis proactively
			5: Leads data-driven strategy



<b>2. Integrity &amp; Accountability</b>	<b>Public Service Ethics</b>	<ul style="list-style-type: none"> <li>- Acts impartially and with integrity</li> <li>- Upholds confidentiality and neutrality</li> </ul>	1: Ethical breaches
			2: Occasional lapses
			3: Consistently ethical
			4: Role model for ethics
			5: Champions ethics organization-wide
	<b>Transparency &amp; Responsibility</b>	<ul style="list-style-type: none"> <li>- Takes ownership of actions</li> <li>- Communicates openly about decisions and outcomes</li> </ul>	1: Avoids responsibility
			2: Sometimes unclear
			3: Takes ownership
			4: Promotes transparency
			5: Establishes accountability systems
	<b>Leading by Example</b>	<ul style="list-style-type: none"> <li>- Demonstrates professional conduct and ethical behavior</li> <li>- Sets standards for team conduct and discipline</li> </ul>	1: Fails to model behavior
			2: Inconsistent behavior
<b>3. Stakeholder Engagement</b>			3: Consistently models standards
			4: Positively influences others
			5: Inspires organizational culture
	<b>Punctuality</b>	<ul style="list-style-type: none"> <li>- Adheres to deadlines and time commitments</li> <li>- Sets example in timely attendance and delivery</li> </ul>	1: Frequently late
			2: Sometimes late
			3: Usually punctual
			4: Consistently punctual
			5: Sets organizational expectations for timeliness
	<b>Communication &amp; Influence</b>	<ul style="list-style-type: none"> <li>- Communicates clearly and persuasively</li> <li>- Listens actively and adapts messages for diverse audiences</li> </ul>	1: Ineffective communication
			2: Limited clarity
			3: Clear and effective
			4: Persuasive and adaptable
			5: Highly influential and inspiring
	<b>Partnership Building</b>	<ul style="list-style-type: none"> <li>- Develops and maintains effective relationships</li> <li>- Collaborates with internal and external stakeholders</li> </ul>	1: Poor relationship building
			2: Limited collaboration
			3: Builds effective relationships

			4: Develops strong partnerships
			5: Leads multi-sector alliances
<b>4. Operational Excellence</b>	<b>Result Orientation</b>	<ul style="list-style-type: none"> <li>- Prioritizes tasks to meet goals</li> <li>- Focuses on quality and continuous improvement</li> </ul>	1: Fails to meet goals
			2: Meets some goals
			3: Meets goals consistently
			4: Exceeds goals
			5: Drives continuous improvement
	<b>Execution &amp; Delivery</b>	<ul style="list-style-type: none"> <li>- Manages resources efficiently</li> <li>- Meets deadlines, especially in high-pressure election environments</li> </ul>	1: Misses deadlines
			2: Occasionally misses deadlines
			3: Delivers on time
			4: Manages complex projects well
			5: Ensures flawless delivery
<b>5. Team Leadership</b>	<b>People Management</b>	<ul style="list-style-type: none"> <li>- Motivates and develops staff</li> <li>- Manages conflicts and promotes teamwork</li> </ul>	1: Poor team management
			2: Limited motivation/conflict management
			3: Motivates and manages well
			4: Develops talent
			5: Builds high-performing teams
	<b>Delegation &amp; Empowerment</b>	<ul style="list-style-type: none"> <li>- Assigns responsibility appropriately</li> <li>- Encourages accountability among team members</li> </ul>	1: Micromanages or fails to delegate
			2: Delegates inconsistently
			3: Delegates effectively
			4: Empowers team
			5: Fosters leadership development
<b>6. Adaptability &amp; Learning</b>	<b>Resilience &amp; Flexibility</b>	<ul style="list-style-type: none"> <li>- Adjusts effectively to changes</li> <li>- Maintains composure under stress</li> </ul>	1: Resists change
			2: Struggles to adapt
			3: Adapts to change
			4: Leads change efforts
			5: Champions transformation
	<b>Self-Development &amp; Learning Orientation</b>	<ul style="list-style-type: none"> <li>- Seeks feedback and learning opportunities</li> <li>- Demonstrates continuous personal growth</li> </ul>	1: Resistant to learning
			2: Limited growth
			3: Actively learns
			4: Applies learning effectively

			5: Drives learning culture
7. Electoral Domain Expertise	Policy & Legal Acumen	<ul style="list-style-type: none"><li>- Understands electoral laws and procedures</li><li>- Applies legal knowledge in decision-making</li></ul>	1: Lacks knowledge
			2: Basic understanding
			3: Applies policies correctly
			4: Advises others
			5: Influences policy development
	Innovation in Electoral Practices	<ul style="list-style-type: none"><li>- Introduces modern electoral management techniques</li><li>- Utilizes technology for electoral improvements</li></ul>	1: Resistant to innovation
			2: Slow adopter
			3: Supports innovation
			4: Leads innovation projects
			5: Pioneers cutting-edge practices
Total Points			

## 11.11. Separation

11.11.1. For separation, Chapter 15 shall apply.

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**CHAPTER 12  
SPECIALIST**



## **CHAPTER 12. SPECIALIST**

### **12.1. Policy**

- 12.1.1. Retain, reward and motivate professionals to continue in their field of specialisation and create a pool of experts.
- 12.1.2. Provide smooth career progression and capacity enhancement opportunities to the best and the brightest employees.
- 12.1.3. Enhance domain expertise required to execute responsibilities.

### **12.2. Strategy**

- 12.2.1. Performance and requirement of a Specialist shall be the basis for promotion.
- 12.2.2. The ECB shall be highly selective while considering promotion of an employee to/within Specialist Positions based on the criticality of requirement of specialisation.  
There shall be position for the Specialists in the department.
- 12.2.3. ECB shall identify two Areas of Specialisations (AoS) to indicate the requirement of Specialists, and based on it, develop respective Specialist Competency Framework (SCF) to define specialist competencies required for the different Position Levels (P1-ES1).
- 12.2.4. All Specialists shall be appointed at ES Level.

### **12.3. Promotion**

- 12.3.1. Primary and secondary criteria shall be applicable for promotion of Specialists.

#### **12.3.2. Primary Criteria**

The following will be the Primary Criteria to assess the requirement of Specialists within the ECB:

##### **12.3.2.1. Staffing Strength**

- a. Specialists staffing shall be based on the approved FYP staffing of the ECB.

##### **12.3.2.2. Area of Specialisation(AoS)**

- a. HRC shall submit a list of areas of specialisation for Specialists to the ECB for approval at the beginning of the FYP.
- b. The promotion of/into Specialist for a particular year should not exceed the planned/indicated number for that year, and should be aligned to AoS.

12.3.3. Secondary Criteria:

Possession of domain expertise shall be given due recognition for Promotion.

12.3.4. Mandatory Criteria:

12.3.4.1. For promotion from ES3 until ES1, a minimum of two “Outstanding” from the last promotion and competency Assessment of VG and above.

12.3.4.2. For promotion from P1A to ES3A, a minimum performance rating of “Very Good” for the recent two years and competency Assessment of VG and above.

12.3.4.3. In addition to the performance rating, should score Level 2 and above in LFS score.

12.3.4.4. Minimum of Master’s degree or higher, in addition to Dzongkhag and Head Office experience.

12.3.4.5. Clear Terms of Reference (ToR) should be drawn by the ECB for individual Specialists. The ToR should indicate significant alignment to the area of specialisations approved for the Post.

12.3.4.6. Evidence of the knowledge and skills required for the higher Position Level as per their SCF.

12.3.4.7. Consistent practice in the designated domain.

12.3.4.8. Served as a Resource Person, where applicable.

12.3.4.9. Professional certification, where applicable.

12.3.4.10. Clean service record vetted by RAA and ACC.

12.3.4.11. Publications at National Level.

**12.4. Promotion Modality**

- 12.4.1. Authority  
Following authority shall apply for Specialist promotion:

Position Level	Authority
ES1	ECB
ES3-ES2	ECB

- 12.4.2. Duration

Following minimum duration shall apply for Specialist promotion:

Position Level	Duration
P1-ES3	4 years
ES3-ES2,	4 years
ES2-ES1	5 years

- 12.4.3. The promotion of specialists from ES3 to ES2 and ES2 to ES1 shall be submitted to the ECB with the recommendations from the HRC.

## **12.5. Specialist Profiles**

- 12.5.1. Specialist as Advisor:

12.5.1.1. One advisor per department.

12.5.1.2. The Position of Advisor will be opened up for selection through open competition, based on set criteria.

12.5.1.3. Every tenure shall be for 5 years and to a maximum of two consecutive terms.

12.5.1.4. In the event there are no applicants as per Section 12.5.1.2., the HRC shall recommend the most relevant candidates as per Section 12.3.4. to the ECB.

## **12.6. Development of Specialists**

- 12.6.1. For short-term and long-term training of Specialist at ES3-1, Chapter 6 shall apply.
- 12.6.2. Based on the SSM, SCF to be developed which identifies Specialist Competency required at each position level ES3-ES1.



- 12.6.3. Given the deep expertise required for Specialists to perform their responsibilities, the ECB shall prioritize opportunities for their skills and knowledge development.
- 12.6.4. Specialists' expertise should be tapped through deployment as resource persons, technical experts, and members of technical committees, wherever possible and relevant.
- 12.6.5. An employee promoted to a specialist position shall comply with the Job Description of the respective positions.
- 12.6.6. An employee in a Management position in P1 and above, shall be eligible to move to his line of profession in a specialist position provided he meets all promotion criteria.
- 12.6.7. Specialists shall be included as members of HRC and relevant Panelist/ Committees to draw upon their expertise.

## **12.7. Reporting**

- 12.7.1. All Specialists shall report to the Executive of the ECB.

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**CHAPTER 13  
TRANSFER**



## **CHAPTER 13. TRANSFER**

### **13.1. Policy**

- 13.1.1. Facilitate mobility among the employees so that their services are best utilised in the interest of the ECB.
- 13.1.2. Diversify the experience and knowledge and develop an appreciation for social, cultural and electoral conditions prevailing in the country among the employees through the change of post, or place of posting, from Head office to Dzongkhags and vice versa.
- 13.1.3. To deter the development of vested interests leading to probable corruption, nepotism, patronage, favouritism, and red-tape due to the prolonged stay of an official in any particular place, or position.

### **13.2. Strategy**

- 13.2.1. The HRC shall plan transfers and execute transfers at regular intervals.
- 13.2.2. The HRC shall develop a transfer guideline which is fair, transparent and aligned to the provisions of the ECBSRR and takes into account the vulnerability of the positions. The transfer guideline shall be endorsed by the ECB.
- 13.2.3. Transfers shall not result in the loss of professionals and appointment of such employees to positions where their special knowledge and skills are rendered irrelevant.
- 13.2.4. An employee of the ECB shall be relieved on transfer only upon completion of all required transfer formalities including production of no due certificate from the Head of Departments, divisions and dzongkhags. (From ECBSRR 2017)
- 13.2.5. Transfers between Head Quarter and Dzongkhags shall be affected whenever required. (From ECBSRR 2017)
- 13.2.6. An employee of the ECB may participate in open competitions conducted by the Royal Government only upon obtaining prior approval of the ECB. (From ECBSRR 2017).

### **13.3. Authority to Transfer**

- 13.3.1. The authority to transfer shall be as follows:

Sl. No.	Type of Transfer	Authority
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1	Transfer of executives/Specialists	ECB
2	Transfer of Officers	ECB
3	Transfer of Support Service Staff	ECB

#### **13.4. General Rule**

- 13.4.1. The ECB shall transfer staff based on principles of transparency and fairness in alignment with the provisions of the ECBSRR.
- 13.4.2. The ECB shall plan transfer six months prior to the transfer effective date and execute transfers keeping in mind the convenience of the employees.
- 13.4.3. A change in duties and responsibilities within a Division shall not be considered as a transfer under the ECBSRR.
- 13.4.4. Vacancies which are urgently required to be filled from the in-service pool on lateral transfer shall be announced on the website and processed through the online system as per Section 13.6.
- 13.4.5. An employee may be transferred based on the following:
  - 13.4.5.1. Completed a minimum of three years in the new position category or three years in the current position from the initial date of appointment for filling vacancies that have emerged;
  - 13.4.5.2. Completed a minimum duration equal to the LTT period in the same position at the time of the transfer effective date, if any, to apply to another position;
  - 13.4.5.3. All employees irrespective of the qualification, skills, abilities and experience shall be transferred to ensure a comprehensive and holistic exposure to the electoral process and institutional functions and to support eligibility for promotion to Executive and Specialist positions.
- 13.4.6. An employee may be transferred generally after completion of five years of service or as specified under Section 13.4.10.
- 13.4.7. The ECB shall coordinate, monitor and affect transfers, and take possible measures to minimise the inconvenience to the ECB and employees resulting from the transfer.

- 13.4.8. Transfer generally shall coincide with the performance planning, election cycle and evaluation cycle so as to not disadvantage candidates during the planning or evaluation of performance.
- 13.4.9. The transfer shall be executed aligned to the school academic calendar unless unavoidable in the interest of public service.
- 13.4.10. A candidate availing transfer on request shall be required to serve a minimum of three years in that position.
- 13.4.11. The ECB shall reserve the right to redeploy and transfer excess staff.
- 13.4.12. An employee due for superannuation within the next one year shall not be transferred.
- 13.4.13. On initial appointment in the Electoral Service, an employee shall not be eligible for transfer before serving a minimum of three years including probation period. For in-service candidates, the date of appointment in the new position category/ change in employment status shall be used for calculating three years.
- 13.4.14. If both the spouses are employees of the ECB, their simultaneous transfer to the same location may be facilitated.
- 13.4.15. In the situation where a transfer may be to a position that is in a lower Position Level than the one currently held; remuneration will be determined on the circumstances of the situation as follows:
  - 13.4.15.1. When a transfer is in the public interest, the employee shall be entitled to maintain his existing salary, even if his Position Title and Position Level change.
  - 13.4.15.2. When a transfer is of the employee's personal choice, remuneration will be based on the new Position Title and Position Level.
- 13.4.16. The personal file together with the updated service record and the Last Pay Certificate, in respect of an employee who is transferred, shall be sent to the ECB/ Concerned Dzongkhag to which he is transferred within 15 days from the date he is relieved.
- 13.4.17. There shall be proper handing/taking over of the charge before an employee is relieved on transfer, including Government property, files/records.

### **13.5. Waiting and Interim Transfer List**

13.5.1. The ECB shall maintain a 'Waiting List' of employees with the following provisions:

13.5.1.1. Non-performance;

13.5.1.2. Employees displaced for the following reasons:

- a. Completion of secondment term in ECB outside the Electoral Service;
- b. On completion of EOL, beyond six months; and
- c. On completion of Bachelor's Degree.

13.5.1.3. Any other circumstances as determined by the ECB.

13.5.1.4. Placement priority shall be given to an employee on the 'Waiting List' who has:

- a. Specialised knowledge and skill, which qualifies him to be in the scarce HR category in the ECB;
- b. Aailed RGoB scholarship for further studies prior to being waitlisted;
- c. Served for 10 years or more prior to being waitlisted;
- d. Clean record of service prior to being waitlisted; and
- e. Longer productive years left to superannuate.

13.5.1.5. Management procedures

- a. Maximum duration for employee on 'Waiting List' shall be six months;
- b. Within six months, the following options shall be explored:
  - i. Transfer to a suitable vacant position;
  - ii. Assign to special time-bound projects and programmes of priorities of ECB; and
  - iii. Participate in Open Competition.

- c. If not placed within the six-month period, following options shall be considered:
  - i. Early Retirement Scheme;
  - ii. Voluntary Resignation; and
  - iii. Compulsory Retirement.

13.5.1.6. Preclusion

- a. ECB shall make genuine efforts to ensure placement of employees in the least time possible; and
- b. ECB shall ensure proper HR planning and timely actions.

13.5.2. The ECB shall maintain an “Interim Transfer List” of employees with the following provisions:

- 13.5.2.1. Completion of secondment term in agencies outside ECB on public interest;
- 13.5.2.2. Closure/ Merger/ Severance/ Rationalisation Departments/ Divisions;
- 13.5.2.3. Acquitted from court cases; and
- 13.5.2.4. Any other special/extraordinary circumstances as determined by the ECB.

**13.6. Lateral Transfer**

All vacancies which are required to be urgently filled up from the in-service pool of candidates at the same position level shall be as follows:

- 13.6.1. Announce on the website for a minimum period of two weeks;
- 13.6.2. After having announced for the stipulated time period, even if there is only one eligible applicant, the transfer may be initiated upon fulfilling the requirements as per Section 13.4.5;
- 13.6.3. In the event, there are more than one candidate applying for the position, the HRC shall select the best candidate through appropriate selection procedures and propose for transfer;
- 13.6.4. ECB shall have the right of refusal or acceptance of the candidate; and



- 13.6.5. An employee shall serve a minimum of three years in the same place of posting after appointment through lateral transfer in order to be eligible for another lateral transfer. However, he shall be eligible for transfer benefits only if he serves a minimum of five years in the same place of posting.

### **13.7. Officer on Special Assignment (OSA)**

OSA is a position created to allow movement of the employees under special circumstances as per Schedule 2/A. The following conditions shall apply:

- 13.7.1. An employee in PMC (up to P2) and Specialist;
- 13.7.2. An employee shall be eligible for OSA twice in the entire Electoral Service period, each for a maximum term of three years. However, a gap of three years between two OSA shall be maintained;
- 13.7.3. Served minimum of five years of service;
- 13.7.4. Availability of vacant position in the receiving agency;
- 13.7.5. The receiving agency in consultation with the ECB shall identify employees for OSA position;
- 13.7.6. The OSA shall draw his pay from the receiving agency;
- 13.7.7. The OSA shall not be eligible for Professional Allowance if they do not practise their profession during the period of assignment;
- 13.7.8. The performance of the OSA shall be evaluated in the receiving agency;
- 13.7.9. May avail relevant STT and LTT relevant to his profession;
- 13.7.10. On completion of the assignment, the employee must return to his previous position; and
- 13.7.11. The ECB shall be the approving authority.

### **13.8. Transfer Procedures**

- 13.8.1. ECB shall maintain a list of employees serving under them indicating the dates due for transfers;
- 13.8.2. ECB shall work out a transfer list six months prior to the transfer effective date;

- 13.8.3. An employee who is transferred shall be relieved within 30 days from the date of issue of the transfer order as per Form 14/1a and shall assume the new responsibilities immediately on expiry of the admissible joining time unless otherwise approved by the receiving agency;
- 13.8.4. An employee shall report to the new place of posting within the admissible joining time as per Section 13.11 failing which the relieving ECB shall withhold his salary;
- 13.8.5. The personal service record shall be updated in the system;
- 13.8.6. Transfer order may be cancelled only under special circumstances; and
- 13.8.7. Admissible joining time shall include the actual time required for travel in addition to the preparatory leave.

### **13.9. Secondment**

#### **13.9.1. Strategy**

- 13.9.1.1. Provide employees with diverse exposure to different systems to acquire expertise and experiences through Secondment to:
  - a. Time-bound Government executed projects and any public service initiatives of national interest; and
  - b. International/other Organisations based in Bhutan or outside the Country.
- 13.9.1.2. Fulfil the government's obligations to mega projects and international organisations.

#### **13.9.2. Authority**

- 13.9.2.1. The ECB shall be the competent authority for approving the secondment of an employee.

#### **13.9.3. Eligibility Criteria**

- 13.9.3.1. Has a clean service record with no outstanding dues, audit memos, or administrative penalties, and no pending administrative disciplinary cases against them;
- 13.9.3.2. Has completed a minimum period of five years of active service including probation;
- 13.9.3.3. Fulfils the criteria set by the employing organisation and produces document as required;

13.9.3.4. Is applying for Secondment for the first time; and

13.9.3.5. Is not a contract employee.

#### 13.9.4. Selection Procedures

13.9.4.1. Selection procedures for established Secondment Programmes are:

- a. Application/nominations shall be submitted to the ECB, through the HRC;
- b. Application/nominations shall be validated by the ECB in consultation with the recruiting Agency concerned, and if deemed necessary, the applicants shall be subjected to a selection process;
- c. The service record and performance evaluation reports in respect of the candidates shall be verified by the ECB, wherever necessary;
- d. Applications/nominations shall be considered on merit basis from amongst the eligible candidates;
- e. The final decision on selection of a candidate shall rest with the organisation to which the employee will be sent on secondment; and
- f. The ECB shall ensure adequate time to the relieving the selected official(s) to take up the post(s).

#### 13.9.5. Terms

13.9.5.1. An employee selected on secondment shall be posted for a maximum period of three years and it shall not be extendable;

13.9.5.2. An employee shall not receive remuneration or benefits from the ECB during the secondment period.

13.9.5.3. The ECB shall not be liable to remit the Pension, Provident Fund and insurance contributions in respect of an employee while on secondment. The employee concerned shall be responsible for remitting both his own as well as the employer's contributions directly to avail the benefit of continuation of the post retirement benefit schemes.

13.9.5.4. The period of secondment shall be considered for the purpose of promotion. However, the promotion shall be processed and

effected only after he re-joins ECB on reversion from secondment coinciding with the earliest promotion period.

- 13.9.5.5. The employing agency shall submit annually the Performance Appraisal Report in respect of the employee as per their performance evaluation system to the ECB during the period of secondment;
- 13.9.5.6. The period of secondment shall be taken into account for the purpose of gratuity at the time of retirement of the incumbent from the Electoral Service if he has not drawn the retirement benefits for the period of secondment. The employee shall submit evidence to this effect;
- 13.9.5.7. An employee while on secondment shall not be eligible for STT/LTT; and
- 13.9.5.8. The period of secondment shall not be considered as active service for the purpose of liquidating service obligations for employees who have availed long term studies prior to secondment.

#### 13.9.6. Obligations

- 13.9.6.1. An employee, upon return from secondment from the International Organisation outside Bhutan shall serve in the Electoral Service double the duration of the secondment period or until superannuation, whichever is earlier;
- 13.9.6.2. An employee, upon return from secondment from International Organisations within Bhutan shall be required to serve the Electoral Service equivalent to the duration of secondment period or until superannuation, whichever is earlier;
- 13.9.6.3. An employee shall submit/discard the last pay certificate and documents related to repatriation benefits received from the agency of secondment at the time of reversion and/or separation. Non-submission shall be considered as having received retirement benefits from the ECB and Section 13.10.5.6 shall not apply;
- 13.9.6.4. Should an employee fail to rejoin the service on completion of the secondment period, the candidate shall be compulsorily retired from the Electoral Service with effect from the date of completion of the approved secondment period; and

- 13.9.6.5. The gratuity of an employee who has failed to complete his obligations shall be deducted on a pro-rata basis for the secondment obligation duration not served. An employee on completion of secondment term shall be eligible for LTT, transfer and Open Competition subject to fulfilling other eligibility criteria specified under relevant Chapters.

#### 13.9.7. Return from Secondment

- 13.9.7.1. An employee, upon return from secondment, may have to serve on the Waiting List/Interim Transfer list in accordance with provisions under Section 13.5.1 and 13.5.2.
- 13.9.7.2. The ECB may, for valid reasons, recall an employee before expiry of the secondment period with prior notification of three months to the organization/Agency.

#### 13.9.8. Position and Pay on Return/Resignation

- 13.9.8.1. The service of an employee is protected while on secondment, however, the position of the employees shall not be protected. On return, he shall be placed in the same position level with an equivalent position title that he held prior to his/her secondment subject to the availability of a vacant position.
- 13.9.8.2. The pay scale of an employee resigning while on secondment from the Electoral Service shall be as per the LPC received in the Electoral Service. If there has been a pay revision, the remuneration shall be fixed at the starting pay of the revised pay scale at the same Position Level held prior to his secondment or his LPC whichever is higher, for the purpose of calculating retirement benefits.

### 13.10. Admissible Joining Time

- 13.10.1. An employee transferred from one duty station to another shall be eligible for five working days of preparatory leave provided the new duty station is at least 10 kilometres (KM) away from the previous station.
- 13.10.2. The actual time required for travel shall be allowed in addition to the preparatory leave.

### 13.11. Accountability

- 13.11.1. Non-compliance with the ECBSRR shall be treated as a violation and hence, shall be accountable.

- 13.11.2. The employees failing to abide by the Transfer Order shall be liable for administrative actions.

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**CHAPTER 14  
TRAVEL**





## **CHAPTER 14. TRAVEL**

### **14.1. Policy**

- 14.1.1. Facilitate employees to travel if required by the job.
- 14.1.2. Compensate an employee for travel expenses.
- 14.1.3. Manage and rationalise travel based on available resources and encourage pooling of resources.

### **14.2. Procedure**

- 14.2.1. Travel shall be undertaken by an employee only after obtaining approval from a competent authority.
- 14.2.2. Travel shall be planned for a specific period and the programme shall be submitted while seeking approval.
- 14.2.3. Should an employee be unable to follow the approved tour programme due to unavoidable reasons or be required to change it in the interest of the ECB, he shall obtain ex-post facto sanction for making changes in the programme immediately on his return to the duty station. However, he shall communicate to the authority and seek approval in principle.
- 14.2.4. All ex-country travel shall require the approval of the HRC.

### **14.3. Authority**

- 14.3.1. The ECB shall, depending on the purpose of the travel, have the authority to approve travel of an employee. The authority concerned shall exercise prudence in approving the travel programme.

### **14.4. Entitlement**

- 14.4.1. In-country travel that can be undertaken within a day's time to return to the place of work will not be eligible for DA.
- 14.4.2. The day of duty shall be calculated from the time of commencement of the journey from the place of posting and the days shall be calculated on the basis of 24 hours of absence from the duty station.
- 14.4.3. Full DA shall be paid only for the first 30 days of continuous halt on duty at one particular place. After 30 days, 50% of the DA shall be paid for a maximum period of five subsequent months. For continuous stay beyond six months, no DA shall be admissible.

- 14.4.4. In the event an employee is required to leave the location of temporary duty prior to completion of the assigned work and returns to the same station to continue the same work within a period of six months from the date of commencement of the tour, the duty shall be considered as continuous and the 50% DA shall be admissible for the remaining period.
- 14.4.5. In the event an employee is required to leave the location of temporary duty prior to completion of the assigned work, he shall be entitled to claim full travel benefits for the journey undertaken outside the jurisdiction of the temporary posting.
- 14.4.6. An employee who is required to halt in transit for the next flight for travel outside the country shall be paid 50% DSA at rate payable for the country in which he is in transit. However, an employee shall not be paid DSA twice for the same day.
- 14.4.7. DSA shall be paid for the actual period of halts required for processing visa and it shall be paid as per the rates prescribed by the Government, provided it was accounted for in the approved budget.
- 14.4.8. The payment of DSA for enforced halts shall be limited to two days for a round trip while on official travel besides halts in transit, irrespective of the source of funding.
- 14.4.9. DSA and related expenses shall not be paid by the Government during a training period when the DSA and other travel expenses are paid by the donors.
- 14.4.10. An employee travelling to the place of posting on initial appointment shall not be entitled to claim TA/DA.

#### **14.5. Rate of Daily Allowance**

- 14.5.1. An employee while on official tour within or outside Bhutan shall be admissible for DA at the rates prescribed by the RGoB.

#### **14.6. Mode and Class of Transport**

- 14.6.1. An employee, other than Secretary to the ECB or equivalent rank in the Electoral Service, travelling to third countries shall not be entitled to travel by business class. However, an employee representing the ECB for high-level official delegations on regional and international issues as the Head of the delegation shall be entitled to travel by business class.
- 14.6.2. An employee required to undertake official travel shall be entitled to travel by the most direct and economic route, including domestic air services.

14.6.3. An employee shall be entitled to claim travel allowance as follows:

- 14.6.3.1. While on transfer, an employee shall be entitled to TA as travel expenditure for self (TA/DA-bus fare or mileage) and family (bus fare). If mileage is claimed instead of the bus fare, the family members shall not be eligible to claim the bus fare; On retirement, an employee shall be entitled to TA as travelling expenditure equivalent to one-month basic pay.
- 14.6.3.2. Mileage claim shall be based on the actual distance covered by an employee when he has been authorised to travel using a private vehicle.
- 14.6.3.3. An employee travelling outside the country shall be entitled to claim the mileage for a single to and from journey to the airport and working station.
- 14.6.3.4. An employee shall be eligible for mileage as per Position Level without having to produce vehicle registration documents. However, the ECB shall rationalize travel arrangements wherever possible, for cost effectiveness.
- 14.6.3.5. Once the tour/training is approved, no separate approval shall be required for travel by the entitled mode/class.
- 14.6.3.6. All travel expenses for any meetings, seminars, workshops, training, etc. within the country shall be borne by the organizing Agency.
- 14.6.3.7. The HRC shall approve travel by a class/mode, other than the one entitled, under exceptional circumstances.

#### **14.7. Accountability**

- 14.7.1. Travel undertaken not in conformity to the provisions of the Rule shall be considered as unauthorised and hence the expenses incurred shall be recovered from the employee concerned.
- 14.7.2. An employee who undertakes such travel and the supervisor shall be accountable and liable for disciplinary actions.



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**CHAPTER 15  
SEPARATION**



## CHAPTER 15. SEPARATION

### 15.1. Policy

- 15.1.1. Enable an employee to retire with dignity, respect and mutual appreciation upon completion of superannuation age.
- 15.1.2. Promote financial support to employees in retirement through post-retirement benefits/schemes.
- 15.1.3. Facilitate employees to separate with appropriate separation schemes.
- 15.1.4. Address redundancies of positions as and when they arise.

### 15.2. Types of Separation

- 15.2.1. Superannuation
- 15.2.2. Voluntary Resignation
- 15.2.3. Early Retirement Scheme
- 15.2.4. Special Retirement Scheme
- 15.2.5. Compulsory Retirement
- 15.2.6. Termination

### 15.3. Superannuation

- 15.3.1. An employee shall retire from service upon completion of the following superannuation age:

Sl. No.	Position Category	Age of Superannuation
i.	Executive & Specialist Category	63 years
ii.	Professional & Management Category	60 years
iii.	Supervisory & Support Category	
	a. SS4 – SSS	59 years
	b. S5 – S1	57 years

iv.	Operational Category	57 years
v.	GSP/ESP	57 years

- 15.3.2. The HRC shall have the authority to issue separation orders for employees of P1 and below upon completion of superannuation age;
- 15.3.3. The date of birth recorded in the service book with the ECB at the time of the initial appointment of an employee shall be the basis to determine the date of retirement;
- 15.3.4. Unless otherwise specifically provided by the Rule, the individual shall superannuate on the day of attaining the superannuating age. The gratuity and other post-retirement benefits shall be computed on a prorated basis;
- 15.3.5. No employee shall be retained in regular or contract service beyond the age of superannuation. The ECB shall notify the employees six months prior to superannuation;
- 15.3.6. The ECB shall issue the Office Order of superannuation for personnel as per the delegation of authority to accept resignation; and
- 15.3.7. An employee shall be entitled for one month preparatory leave before superannuation age as per Section 8.13.2.3.

#### **15.4. Resignation**

- 15.4.1. The authority to accept voluntary resignation submitted by an employee shall be vested with the following authorities respectively, based on the Position Category of the employee:

Sl. No.	Position Category	Authority
i.	ESC. PMC, SSC	ECB
ii.	OC and GSP/ESP	HRC

- 15.4.2. An employee, subject to other rules, on his own may seek voluntary resignation from service after giving notice of at least three months in advance. However, in interest of the Public, HRC may withhold a voluntary resignation up to a maximum period of six months from the notified date;
- 15.4.3. An employee who fails to give the prescribed period of notice of resignation shall be liable to pay an amount equal to the gross pay for the prescribed period of notice on a monthly prorated basis.



- 15.4.4. An employee shall resign from service prior to standing as a candidate for any election conducted under the electoral laws of the Kingdom or holding any paid or unpaid post in any political party. An employee standing as a candidate for election to any elective bodies in Parliament or Local Governments shall resign from service at least six months prior to the due date of an election.
- 15.4.5. The authority that recommends and accepts the resignation shall ensure that the resigning employee has complied with the conditions of service laid down in the relevant Chapters;
- 15.4.6. An employee shall submit resignation to a competent authority, as per the delegation of authority, through the respective Supervisor or the ECB for approval.

#### **15.5. Early Retirement Scheme (ERS)**

- 15.5.1. The ECB shall facilitate employees to retire early based on the criteria determined for ERS.

#### **15.6. Special Retirement Scheme (SRS)**

- 15.6.1. The ECB may implement periodic SRS to right-size and address redundancy in order to enhance efficiency and performance in the Electoral Service.

#### **15.7. Compulsory Retirement**

- 15.7.1. An employee shall be compulsorily retired from service with post service benefit if he is convicted by the court of law for criminal offence of misdemeanor and above for offences not related to discharge of official functions; and
- 15.7.2. The ECB may compulsorily retire an employee on disciplinary grounds in accordance with Section 19.11.

#### **15.8. Termination**

- 15.8.1. An employee shall be terminated from service if he is convicted by the court of law for a criminal offence of misdemeanour and above for offences related to discharge of official functions; and
- 15.8.2. The ECB may terminate an employee on disciplinary grounds in accordance with Section 19.11.

#### **15.9. Retirement Benefits**

- 15.9.1. The retirement benefits shall be as per the section 9.12 of the ECBSRR.
- 15.9.2. For the purpose of payment of salary in the event of death of the employee, the remuneration shall be paid for the entire month.

#### **15.10. Incidence of Payment**

- 15.10.1. Gratuity and other retirement benefits shall be paid to the retired employee.
  - 15.10.1.1. Gratuity and other terminal benefits shall be claimed by an employee from the ECB from which he received his last pay.
  - 15.10.1.2. For an employee who has served in the ECB, the gratuity shall be paid for the entire service period.
  - 15.10.1.3. In the event the annual increment is due for an employee on the day following the date of retirement, the annual increment shall be released and it shall be considered for the purpose of calculating all retirement benefits.
  - 15.10.1.4. Gratuity and other benefits shall also be payable to the nominee(s) of an employee who expires while in Electoral Service.
  - 15.10.1.5. Gratuity and other benefits payable to an employee who expires without filing the nomination shall be disbursed in accordance with the law of the country.
  - 15.10.1.6. Travel allowance, transfer grant and transport charges of personal effects shall be payable to an employee only upon fulfilment of service obligation under Section 4.3.10, unless specified otherwise.
  - 15.10.1.7. A retired employee or his nominee shall not be paid gratuity and other benefits if he:
    - a. Is under indictment or has charges outstanding against him referred under the rules of the Government for offences related to official functions;
    - b. Willfully remains outside the Kingdom of Bhutan with the knowledge of the indictment or charges, as the case may be; or

- c. Fails to appear, testify, or produce a book, paper, record, or other document, relating to the service as an employee, before a government-appointed authority or a court of law concerning the past or present relationship with a foreign Government/ECB or a matter involving or relating to an interference with or endangerment of, or involving or relating to a plan or attempt to interfere with or endanger the national security or sovereignty of the Kingdom of Bhutan.

#### **15.11. Nomination**

- 15.11.1. An employee shall submit to the ECB a nomination in the prescribed form conferring on one or more persons the right to receive the retirement benefits that may be due to him in the event of his demise.
- 15.11.2. An employee, who desires to nominate more than one person under Section above, shall specify the amount payable to each of the nominees.
- 15.11.3. An employee may, at any time, cancel a nomination and submit a fresh one in its place.
- 15.11.4. An employee may state in a nomination that in the event of the pre-decease of the nominee, the right conferred upon the nominee shall automatically change to another person or persons, as may be specified in the nomination.
- 15.11.5. An employee not having a family at the time of nomination shall file a fresh nomination on acquiring a family and if one fails to comply with this requirement, the benefits shall be paid to the nominees nominated earlier or disbursed in accordance with the law of inheritance, as the case may be.
- 15.11.6. Every nomination made and every notice of cancellation by an employee shall, to the extent it is valid, take effect on the date on which it is received by the ECB.

#### **15.12. Formality**

- 15.12.1. There shall be a proper handing/taking over of the charge before an employee is relieved on retirement, including the Government property, official passport, files and records.
- 15.12.2. The ECB shall ensure that personal files of ESC are securely maintained.

15.12.3. The ECB shall take the responsibility to immediately process his post-retirement benefits upon superannuation or retirement and settle all payments within one month.

15.12.4. An employee with a clean service record shall be relieved with appreciation and dignity.

**15.13. Accountability**

15.13.1. A separation not carried out in conformity to the provisions of the Rule shall be regarded as illegal. HRC shall be held accountable for such separation.

15.13.2. An employee who dishonors the Office Order issued by the competent authority shall be accountable and liable for disciplinary actions.

**15.14. Commendation**

15.14.1. An employee retiring after a minimum of 20 years of clean service record may be awarded an “Expression of Commendation” in appreciation of his service in accordance with delegation of authority.

Election Commission of Bhutan  
Royal Government of Bhutan

**SEPARATION BENEFITS AND  
GRATUITY WORKING SHEET/ APPLICATION FORM**

- 1 Name:.....
- 2 Position Level & Title:.....
- 3 Nationality:.....
- 4 Permanent Address:.....
- 5 Present Working Place:.....
- 6 Date of Birth as per service book:.....
- 7 Date of initial appointment in the Electoral  
Service:.....
- 8 Date of Retirement/Superannuation/Termination change of status:.....
- 9 Number of completed years and days in service:.....
- 10 Total years of service rendered to other organisation:.....
- 11 Pay Scale on the date of Separation:.....
- 12 Basic Pay as on the date of retirement :.....
- 13 Amount of Gratuity as per section 9.12.1.:.....
- 14 Amount of Soelra (if  
any):.....
- 15 Transfer  
TA:.....
- 16 Transfer Grant:.....
- 17 Transport Charge of Personal  
Effects:.....

18 Leave at credit (if applicable) :.....

19 Total amount of the claim (Sl.  
13+14+15+16+17+18):.....

Name of claimant .....

Dated signature .....

Certified that the above information is correct as per the service book of the retiring employee. It is hereby assured that any outstanding dues of accountability will be adjusted before the payment is released.

The Separation Benefits and gratuity amount may please be released to the account no. mentioned below:

L/C Account No.:.....

Operated by:.....

Place:.....

Verified by:.....

.....  
(Chief Human Resource Officer)  
Approved by:

.....  
(Finance Officer)

.....  
(Signature)  
Head of the Agency

Date: .....

Station:.....

**Note:**

*This form should be accompanied by a copy of the retirement order and last pay certificate. The valid Audit Clearance Certificate issued by the Royal Audit Authority which is mandatory should be verified online.*

**ELECTION COMMISSION OF BHUTAN SERVICE  
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**CHAPTER 16  
ELECTORAL SERVICE RECORD AND  
INFORMATION SYSTEM**





## **CHAPTER 16. ELECTORAL SERVICE RECORD AND INFORMATION SYSTEM**

### **16.1. Policy**

- 16.1.1. Maintain accurate and up-to-date Electoral Service information and records.
- 16.1.2. Serve as a repository of Electoral Service information and records.
- 16.1.3. Secure and uphold the confidentiality of information.
- 16.1.4. Promote efficiency, transparency and evidence based decision-making in HR management.

### **16.2. Strategy**

- 16.2.1. Ensure that the ECB HR System and other supporting systems provide for comprehensive delivery of online HR services and information/data.
- 16.2.2. Adopt standard operational guidelines/manual on the management of HR information.
- 16.2.3. Provide role-based access to HR System and other ICT enabled systems for HR management.
- 16.2.4. Archive and digitise Electoral Service records at the ECB.
- 16.2.5. Ensure adequate information security.

### **16.3. General Rule**

- 16.3.1. The ECB shall maintain records of employees in ICT enabled systems and individual Personal Files that may be digitally archived or in hard copies.
- 16.3.2. ECB HR System shall be the primary source of information related to employees.
- 16.3.3. Access shall be given based on roles and responsibilities as follows:

<b>Role</b>	<b>Rights</b>
Head of the Agency	Report Viewing Rights for the Organisation

Chief/HR Officer	All HR Process rights including reports
HR Assistant	All HR process rights including reports

- 16.3.4. Information maintained and other HR systems shall be the basis for HR actions.
- 16.3.5. The Service Book shall be in the format prescribed and approved by the ECB.
- 16.3.6. Information contained in the Employment Application Form (Form 4/1) and the Service Book which have been duly signed by the employee and verified at the time of his entry into the Electoral Service shall be legally binding.
- 16.3.7. Data and changes shall be classified and effected as follows:

Data Classification	Details	Authority to Change
Sensitive Data	1. Employee ID 2. Name 3. Date of birth 4. Appointment details 5. Promotion details 6. Position Level and Position Title 7. Major Occupational Group and Sub-group 8. LTT and qualification details 9. Present Working Agency	ECB as per Form 16/1
Non Sensitive Data	10. Contact number 11. Address details (permanent address) 12. Primary Nominee	Individual Employee
	13. Working agency 14. CID 15. Transfers history 16. Family details 17. STT	HR Officer

#### 16.3.7.1. Process of Information Correction

- a. An employee shall submit the request for information correction, with the relevant supporting documents as per Schedule 16/A, clearly indicating the corrections to be made;
- b. However, for corrections related to the change in PE rating, requests for information correction have to be submitted in the form (Form 16/1).
- c. HRO of the ECB shall verify the information and in accordance with Section 16.3.6 take the necessary action as per the delegation of authority.

16.3.7.2.The HRD shall maintain hard copy of personal files and service books of all employees. For separated employees, personal records shall be maintained as per the period prescribed below:

<b>Position Category</b>	<b>No of years</b>
Executive & Specialist Category	15 Year
Professional & Management Category	10 Years
Supervisory & Support and Operational Category	5 Years

16.3.7.3.The HRD shall securely maintain all the personal files and service books of employees in the Executive & Specialist Category upon their separation.

16.3.7.4.The ECB shall form a committee to dispose of the personal files and service books of the employees in Professional & Management Category, Supervisory & Support Category and Operational Category after the completion of the above period.

#### **16.4. Responsibilities of the ECB**

16.4.1. The ECB shall:

16.4.1.1.Be the repository of Electoral Service information and records;

16.4.1.2.Maintain accurate and up-to-date HR information;

- a. Ensure adequate information security;
- b. Take periodic back-up of all HR information systems maintained at ECB;
- c. Maintain audit trail of the “system access” by users;

- d. Maintain active personal files ensuring easy access and effective tracking system;
- e. Compile and publish Electoral Service Annual Statistics;
- f. Provide technical support and training on HR information systems and record keeping;
- g. Disseminate information through its Annual Report, Annual Statistics Report and its website; and
- h. Administer and manage the system users.

## **16.5. Responsibilities of an employee**

### **16.5.1. An employee shall:**

- 16.5.1.1. Ensure that his information in the HR System is accurate and up-to-date;
- 16.5.1.2. Upon viewing his Curriculum Vitae (CV) in the HR System, bring to the notice of the HROs for ensuring correction, if any, with valid supporting documents; and
- 16.5.1.3. Ensure that his Primary Nominee details are up-to-date (for ECBWS and retirement benefits).

## **16.6. Responsibilities of HRD**

- 16.6.1. Maintain accurate and up-to-date information on all HR actions in the HR System and Personal File.
- 16.6.2. Use the HR System for generation of automated HR orders.
- 16.6.3. Make effective use of HR System and remain accountable for accuracy and integrity of information on all HR matters.
- 16.6.4. Maintain up-to-date Personal Files and Service Books of the employees.
- 16.6.5. Ensure that the employee at the time of joining the Electoral Service truthfully declares his bio-data in Sections 1 and 2 of the Service Book and Employment form which will be maintained and shall remain as legal declaration.
- 16.6.6. Effect the correction of non-sensitive data and forward correction of sensitive data with valid supporting documents to ECB.

- 16.6.7. Identify focal person(s) to whom access shall be granted based on roles and responsibilities and inform ECB immediately on any change.
- 16.6.8. Submit all personnel information to the ECB including hard copy wherever necessary within the specified time.
- 16.6.9. All HR decisions affected online shall be printed, initialed, and filed in the Personal File for record.
  - 16.6.9.1. HROs and HR Assistants shall not share their individual user ID and password.
  - 16.6.9.2. HR Division/Services shall submit the creation of a new user to ECB.

**16.7. Accountability**

- 16.7.1. The HRD shall be liable for ensuring up-to-date and accurate HR information and records.

**SCHEDULE 16/A****CHECKLIST OF SUPPORTING DOCUMENTS FOR INFORMATION  
CORRECTION**

<b>Sl. No.</b>	<b>Type of Changes</b>	<b>Supporting Documents Required</b>
<b>1</b>	Date of Birth*	Service book copy attested with sign and seal of HRO, Academic transcript, CID Card.
<b>2</b>	Appointment/Promotion/Position Levels or Titles/Major Occupation Groups	Appointment/Promotion/Relevant Office Orders.
<b>3</b>	Long-term Training and Qualification	In-service: ECB Award letter and relevant Training Certificates. Pre-service: Training Certificates.

**Note:**

*Personal File maintained at ECB shall be used as the primary reference document for the correction of date of birth.*

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**CHAPTER 17  
HUMAN RESOURCE AUDIT**





## **CHAPTER 17. HUMAN RESOURCE AUDIT**

### **17.1. Policy**

- 17.1.1. Promote organisational excellence, enhance service delivery, and embed the culture for continuous improvement in the Electoral Service.
- 17.1.2. Enhance optimal use of human resources and streamline HR processes.
- 17.1.3. Ensure compliance and uniform application of the Election Act of the Kingdom of Bhutan 2008, ECBSRR and other relevant laws and regulations across the Electoral Service.
- 17.1.4. Ensure compliance to HR standards and practices across all the Electoral Service.

### **17.2. Strategy**

- 17.2.1. Carry out periodic HR Audit across all the Electoral Service as per the HR Audit Manual and ODE.
- 17.2.2. Build capacity of the HR personnel to minimise HR Audit observations and ensure professionalism in the conduct of HR Audit.
- 17.2.3. Create awareness in the ECB on significant and most recurring HR Audit observations.

### **17.3. General Procedure**

- 17.3.1. Identify gaps, risks, opportunities, and best practices in the HR policies, processes and system.
- 17.3.2. Ensure that recommendations and interventions are implemented and followed up accordingly.

### **17.4. Compliance HR Audit**

- 17.4.1. Compliance HR Audit shall focus on all the HR actions as per the HR Audit Manual.

### **17.5. Strategic HR Audit**

- 17.5.1. Strategic Audit shall aim to strengthen HR Division/Services by examining cross cutting HR issues.
- 17.5.2. Build the capacity of Relevant Officers through in-house training and involving them in carrying out strategic HR Auditing.

## **17.6. Responsibilities**

### **17.6.1. The ECB shall:**

- 17.6.1.1. Carry out HR Audit in the Electoral Service as per HR Audit Manual;
- 17.6.1.2. Conduct special HR Audit as and when required;
- 17.6.1.3. Enhance and update HR Audit Manual, as and when required; and
- 17.6.1.4. Report audit findings in the Annual Report.

### **17.6.2. The HRD shall:**

- 17.6.2.1. Provide full cooperation, support and access to all information and records of HRD to the auditing team.
- 17.6.2.2. Provide feedback to the management; and
- 17.6.2.3. Comply with HR Audit findings and implement its recommendations.

### **17.6.3. The HR Audit Team shall:**

- 17.6.3.1. Be professional and observe Electoral Service Values and Conduct;
- 17.6.3.2. Prepare and present draft HR Audit report to the ECB;
- 17.6.3.3. Prepare final HR Audit report with recommendations for submission to the ECB; and
- 17.6.3.4. Follow-up on HR Audit reports to ensure that audit recommendations are complied with and implemented.

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**CHAPTER 18  
WELL-BEING SERVICES**



## **CHAPTER 18. WELL-BEING SERVICES**

### **18.1. Policy**

- 18.1.1. Promote a work environment that is safe, enhances well-being, health and productivity of employees.
- 18.1.2. Harness the full potential of employees through a system of mentoring, reward and recognition, and grievance redressal;
- 18.1.3. Promote dignity and financial security of employees in his retirement;
- 18.1.4. Facilitate a smooth transition into retirement and promote meaningful post-retirement engagement.

### **18.2. Strategy**

- 18.2.1. Provide financial support through the Employees ' Welfare Scheme (ECSWS).
- 18.2.2. Provide relevant and strategic intervention through counselling and mentoring programmes.
- 18.2.3. Provide relevant and strategic intervention through counselling and mentoring programmes.
- 18.2.4. Provide relevant platforms to discuss and plan for retirement.
- 18.2.5. Encourage volunteerism amongst employees and superannuated employees.
- 18.2.6. Facilitate efforts to sustain and enhance well-being of employees including promotion of physical and mental health.

### **18.3. Well-being Programmes**

#### **18.3.1. Electoral Service Support Committee**

18.3.1.1. The Electoral Service Support Committee at the ECB shall provide support through counselling/ mentoring/ treatment, reskilling and redeployment, grievance redressal and annual health checkup, etc.

#### **18.3.1.2. Protocol for referral to a counselling service:**

- a. An employee identified for receiving counselling with follow-up therapy at a certified centre will be treated as a

medical case. The period of absence from work will be considered as a Medical Leave subject to the fulfilment of conditions as per the Electoral Service Well-being Manual; and

- b. An employee identified for receiving counselling with follow-up therapy at a certified centre will be treated as a medical case. The period of absence from work will be considered as a Medical Leave subject to the fulfilment of conditions as per the Electoral Service Well-being Manual; and

#### 18.3.2. Electoral Service Retirement Services

18.3.2.1. An employee nearing superannuation shall be provided with one month Preparatory Leave as per Section 8.13.2.3 prior to his separation from the Electoral Service.

18.3.2.2. The ECB may provide retirement planning programmes to employees with less than five years to superannuation.

18.3.2.3. Superannuated employees may be invited to serve as members of Committees, Interview panels, Counseling/Mentoring programmes.

18.3.2.4. The ECB will facilitate the participation of superannuated employees to join National events/functions in their respective localities.

18.3.2.5. ECB shall make efforts to keep superannuated employees abreast of Electoral Service and other matters of mutual interest through appropriate platforms.

#### 18.3.3. Employees' Welfare Scheme (ECSWS)

18.3.3.1. The ECB Employees' Welfare Scheme shall be based on the Election Commission Staff Welfare Scheme.

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**CHAPTER 19  
ADMINISTRATIVE DISCIPLINE**





## **CHAPTER 19. ADMINISTRATIVE DISCIPLINE**

### **19.1. Policy**

- 19.1.1. Enhance good governance and eradicate corruption through promoting Transparency, Accountability, and Efficiency in the Electoral Service.
- 19.1.2. Ensure consistency, predictability, and equity in administrative procedures and action, which are integral to upholding the rule of law.
- 19.1.3. Guide HRC in its course of action in adjudicating administrative cases involving employees and to enforce discipline to lawfully exercise such power against an erring employee.
- 19.1.4. Provide speedy, just and cost-effective processes in the dispensation of administrative justice.
- 19.1.5. Ensure that an employee observes a standard of behaviour in accordance with the Electoral Service Values and Conduct, Rules and Regulations and Laws of the Country.
- 19.1.6. Ensure justice, fairness, and equity in matters pertaining to administrative discipline.
- 19.1.7. Protect an employee against intimidation and/or legal action or personal liabilities resulting from the discharge of official duties in accordance with the rules and procedures.

### **19.2. Rights of Employees**

Every employee subject to disciplinary action shall have the right to:

- 19.2.1. Written reasons for any disciplinary action that is taken against him;
- 19.2.2. Prior and adequate notice of the nature and reasons for the intended disciplinary action;
- 19.2.3. Opportunity to be heard and be placed on record; and
- 19.2.4. To an appeal or review of a disciplinary decision.

### **19.3. Jurisdiction and Authority**

- 19.3.1. The ECB shall hear and decide all administrative disciplinary issues and grievances concerning an employee on being appealed by individual

employees as per the provisions of the Rule, except criminal proceedings, which shall be under the jurisdiction of Courts.

19.3.2. Completion of a criminal trial or civil suit against an employee in a Court of Law shall not preclude the Disciplinary Committee from exercising jurisdiction under the Rule.

19.3.3. The ECB shall:

19.3.3.1. Enforce all the provisions of the EAB 2008, ECBSRR and other laws governing the discipline of an employee;

19.3.3.2. Exercise appellate authority where applicable;

19.3.3.3. Summon witnesses and/or the parties concerned with administrative complaints, issue subpoena, and subpoena duces tecum, and take testimony in an investigation or delegate such power to a proper committee or an appropriate and competent employee of the ECB;

19.3.3.4. Punish or recommend punishment of the witness in case of an employee or the employee concerned who fails to comply with a summons, subpoena duces tecum, duly issued according to the subpoena or procedures herein prescribed, and with the same penalties provided in the law; and

19.3.3.5. Enforce decisions on disciplinary actions involving an employee.

19.3.4. The HRC, which shall function as the Disciplinary Committee, shall hear and decide administrative cases against an erring employee.

19.3.5. A person related to or prejudicial against a respondent employee shall not be a member of Disciplinary Committee, the Investigating Committee or as an Appellate Authority.

19.3.6. The authority to impose a penalty on an employee shall be exercised by the respective authority as under:

<b>Position Level</b>	<b>Minor Penalty</b>	<b>Major Penalty</b>
P1- EX3/PS1- ES3	ECB	ECB
P2–O4	Secretariat	Secretariat

19.3.7. The Appellate Authority to review the decisions taken by the Disciplinary Committee shall be:

Appellate Authority	
Administrative Tribunal	For appeal cases against the decision of the ECB.
ECB	For appeal cases against the decision

#### **19.4. Causes for Disciplinary Action**

Disciplinary action against an employee shall be taken for offences related to:

- 19.4.1. Duties of employees;
- 19.4.2. Performance; and
- 19.4.3. Electoral Service Values and Conduct.

#### **19.5. Filing of Administrative Charge(s)**

- 19.5.1. An administrative charge against an employee may be initiated:
  - 19.5.1.1. By the Disciplinary Committee on its own initiative;
  - 19.5.1.2. On written complaint supported with sufficient documentary evidence by any person;
  - 19.5.1.3. As per the judgement issued by the Court of Law; and
  - 19.5.1.4. By the ECB.
- 19.5.2. The complaint shall contain the following:
  - 19.5.2.1. Full name and address of the complainant;
  - 19.5.2.2. Full name, address, position and office of the person against whom the complaint is being lodged; and
  - 19.5.2.3. A narration of the relevant and material facts which shows the acts of omission/commission alleged.
- 19.5.3. The absence of any of the aforementioned requirements may cause the dismissal of the complaint.
- 19.5.4. An anonymous complaint/letters shall not be admitted if not filed properly as prescribed.

#### **19.6. Guiding Principles for Administrative Discipline**

19.6.1. The disciplinary procedure in the Electoral Service shall be governed by the following guiding principles:

19.6.1.1. Alternative Dispute Resolution Mechanism;

19.6.1.2. The rules of natural justice; and

19.6.1.3. Upholding the rule of law.

## **19.7. Alternative Dispute Resolution (ADR)**

19.7.1. The purpose of the alternative dispute resolution mechanism is to probe causes of misconduct together with the employee and to jointly identify means of correcting the unacceptable conduct. ADR shall normally be applied in cases of a less serious nature of misconduct where there is room for change and improvement and where a trend has developed (e.g. irregular attendance, habitual infractions affecting office work and performance).

19.7.2. ADR is an effort to address employee misconduct using a method other than a disciplinary inquiry to resolve, reduce, or even eliminate workplace disputes that might come from a circumstance where disciplinary action is not necessarily appropriate and effort is towards an amicable resolution.

19.7.3. ADR in the Electoral Service can take many forms such as mediation, counselling, guidance or training for less serious offences with employees whose conduct needs correction.

19.7.4. The ECB shall identify the relevant employee(s) to execute ADR.

19.7.5. The ECB shall refer cases pertaining to ESC for ADR.

19.7.6. The method shall be applied with reference to the Alternate Dispute Resolution Act of Bhutan 2013.

19.7.7. If the employee is not satisfied with the ADR, the ECB may terminate the ADR and forward the case to the Disciplinary Committee.

19.7.8. If during ADR, it transpires that the alleged misconduct is of a more serious nature than initially thought, the ECB shall terminate the ADR and forward the case to the Disciplinary Committee.

## **19.8. Conduct of Disciplinary Enquiry**

19.8.1. The HRC which shall function as the Disciplinary Committee, shall hear and decide administrative cases against an erring employee.

- 19.8.2. When HRC considers it inappropriate to use ADR mechanism to resolve the case or ADR is unsuccessful, the HRC shall direct Disciplinary Committee to conduct a disciplinary inquiry in accordance with the following steps:

19.8.2.1.Step 1: Notification to respondent

- a. The Disciplinary Committee, when convinced that a prima facie case exists, shall notify the respondent employee in writing of the administrative charge(s) and direct him to submit an explanation on the charge within five working days from the receipt of the notification.
- b. The respondent employee shall explain the charge(s), supported by evidence, if any.
- c. The Disciplinary Committee may dismiss the case when the respondent employee's explanation proves beyond reasonable doubt that the administrative charge(s) is/are without basis.

19.8.2.2.Step 2: Investigation

- a. The Disciplinary Committee may order the conduct of an investigation when it is convinced that no decision can be judiciously taken without such an investigation.
- b. Investigation of administrative charges or complaints against an employee shall be in conformity with the Constitution of the Kingdom of Bhutan, provisions of the EAB 2008, ECB-SRR and other laws of the Kingdom.
- c. In cases where the facts are not complex and the alleged misconduct is not serious, the Member Secretary of the Disciplinary Committee shall investigate and execute the fact findings and submit to the Disciplinary Committee.
- d. If a matter initially appears to be neither complex nor serious but in the course of the investigation it becomes clear that the case may be complex or serious, the matter shall be transferred to the Investigation Committee.
- e. The Investigator or Investigating Committee shall commence investigation within five working days on receiving directives from the Disciplinary Committee.

- f. The investigation shall be completed within 15 days from its commencement. The Disciplinary Committee may extend the investigation period for a maximum period of 30 days, if required.
- g. During the investigation, all employees must be treated in a fair and equitable manner.
- h. The investigator/Investigation Committee may make findings on the basis of the evidence available in the event the employee fails or refuses to participate.
- i. The Evidence Act of Bhutan, 2005 shall govern evidence of the case.
- j. The investigator/Investigation Committee shall submit a written report to the Disciplinary Committee within five working days after the completion of the investigation.
- k. The employee under investigation shall be given a complete copy of the investigation report except where it is inappropriate to disclose certain information.

#### 19.8.2.3. Step 3: Disciplinary Committee Meeting

- a. The purpose of the disciplinary meeting shall be to submit any concerns (including, where appropriate, the investigation report or parts of it) to the employee and allow the employee to respond.
- b. The Disciplinary Committee shall ensure that decisions are fair and consistent and that the facts of each case are considered carefully.
- c. The Disciplinary Committee shall consider the report of any findings made in respect of the employee.
- d. The employee shall be given an opportunity to respond to any concerns raised by the Investigation Committee.
- e. Where an employee fails to answer questions or fails to submit any justification on the investigation report, the Disciplinary Committee may make a decision based on the evidence available.
- f. The Disciplinary Committee shall conclude its meeting within 30 days from the receipt of the investigation report.

- g. On establishing the facts based on the investigation report and the evidence, the Disciplinary Committee shall assess the nature of the misconduct and determine the breach of Electoral Service laws and other relevant laws of the Kingdom, if any, and decide on the outcome of the meeting.
- h. The Disciplinary Committee shall decide on the penalty, if any, in accordance with Section 19.11 during the closing of Disciplinary Committee Meeting.
- i. The Disciplinary Committee shall take into consideration the nature of the offence, circumstances leading to the omission/ commission of the offence and the past service record of the respondent before imposing any penalty, including compulsory retirement from the service or termination.

#### 19.8.2.4. Step 4: Execution of the Disciplinary Committee's Decision

- a. The decisions of the Disciplinary Committee shall be submitted, formally endorsed and executed by HRC.
- b. The decision shall be informed to the respondent within five working days from the endorsement by the HRC.
- c. The decision letter shall be signed by the Chairperson of the HRC.
- d. A copy of the decision letter shall be submitted to the ECB.

- 19.8.3. In appeal cases, the Disciplinary Committee of the Appellate Authority shall execute the decision rendered by the Appellate Authority.

### **19.9. Suspension**

- 19.9.1. The suspension shall be discretionary and not mandatory in its application. It is a means to prevent one from hampering the ongoing investigation while the person is in the office or to prevent further misfeasance/malfeasance or destruction of evidence.
- 19.9.2. The authority to suspend employees in ESC shall be ECB, with the exception as provided in Anti-Corruption Act of the kingdom of Bhutan 2011.

- 19.9.3. The Disciplinary Committee shall be engaged in executing administrative responsibility of ordering suspension and shall conduct a pre-suspension hearing, providing the accused fair and adequate opportunity to challenge the validity of the suspension order in consonance with the principle of administrative law, natural justice, and procedural due process.
- 19.9.4. An employee may be suspended under the following circumstances:
- 19.9.4.1. Cases involving moral turpitude;
  - 19.9.4.2. Serious negligence and dereliction of duty resulting in considerable loss to the government;
  - 19.9.4.3. If the charge is connected to the official position of the employee;
  - 19.9.4.4. If an official is charged with an offence against the “security and sovereignty of the Nation” or for “an offence of or above felony of the second degree”; and
  - 19.9.4.5. Any other similar circumstances.
- 19.9.5. Once charges are filed, public interest should be the guiding factor in deciding to place an employee under suspension. The ECB shall consider the following circumstances for placing employees under suspension.
- 19.9.5.1. Cases where continuance of office will prejudice the disciplinary process;
  - 19.9.5.2. Where continuance in office is likely to seriously subvert discipline in the office or organisation;
  - 19.9.5.3. Where continuance in office will be against the wider public interest or the need to demonstrate the policy of Government to deal strictly with officials involved in scandals or corruption;
  - 19.9.5.4. Matters involving corruption, embezzlement or misappropriation of Government money, possession of disproportionate assets, and misuse of official powers for personal gain;
  - 19.9.5.5. Where charges filed are likely to end in the official’s conviction and/ or dismissal from service, including compulsory retirement and termination; and
  - 19.9.5.6. Any other similar circumstances.



- 19.9.6. The ECB shall issue a formal Office Order to execute the suspension, which shall be notified to the employee concerned.
- 19.9.7. An employee under suspension shall receive a subsistence allowance of an amount equal to half the gross pay he was receiving before the suspension except (after deducting) for allowance related to professional practice.
- 19.9.8. The subsistence allowance shall be paid until the completion of Court/ disciplinary proceedings. However, he shall be entitled to receive the remaining 50% of his gross salary except professional allowance and other benefits as applicable for the entire period of suspension on finalisation of the Court/ disciplinary proceedings if the employee is found innocent and acquitted of all charges and accordingly reinstated in service.
- 19.9.9. However, on completion of the Court/disciplinary proceedings, if the employee is proven to be guilty, the employee shall refund all the subsistence allowance paid to him during the entire suspension period. This refund will, if necessary, be deducted from the incumbent's post-retirement benefits or through any other process as appropriate.
- 19.9.10. The period of suspension shall be considered as part of active service for the purpose of gratuity, annual increment, and promotion only if the respondent employee is found innocent and acquitted of all charges and accordingly reinstated.
- 19.9.11. An order of suspension shall remain in force as herein provided unless it is modified or revoked by the appropriate authority.
- 19.9.12. Where an employee is suspended, whether in connection with a disciplinary proceeding or otherwise, and another disciplinary proceeding has commenced against him during the suspension, the competent authority to place him under suspension may, for justifiable reasons, order the continued suspension of the employee until the completion of all the proceedings against him.
- 19.9.13. In the event a respondent employee passes away during his suspension, the administrative case against him shall be immediately decided so that whatever benefits decided in his favour may be availed of by his family or legal nominees.
- 19.9.14. The ECB shall not recruit new employees in place of the incumbent when the incumbent is under suspension till all the administrative and/court proceedings are completed and the final decision against the incumbent is taken. However, ECB may recruit or transfer an employee to fill an

Executive position if the incumbent is on suspension or study leave or medical leave beyond 6 months.

#### **19.10. Summary Proceedings**

19.10.1. The ECB, upon the recommendation of the HRC, may compulsorily retire an employee without formal investigation when an employee:

19.10.1.1. Habitually exhibits bad behaviour and poor performance; or

19.10.1.2. Is charged with a grave or serious offence and the guilt is proven beyond reasonable doubt, including self-admittance.

#### **19.11. Penalty**

19.11.1. Any training obligation or disciplinary action entailing financial payment by an employee, and failure to comply with such obligation within the specified time frame, shall levy 24 percent penalty per annum on the initial amount. The calculation of financial obligations will be determined based on the prevailing exchange rate when required.

19.11.2. For the purpose of the administrative disciplinary action, one penalty per charge shall be imposed.

19.11.3. The disciplinary Committee shall refer Rules for Administrative Disciplinary Actions for classification of offence and penalty for major offences provided in Schedule 19/A.

19.11.4. The same penalties shall be imposed for similar offences under comparable circumstances.

19.11.5. In no case shall imprisonment be imposed as a penalty in an Administrative Case. It shall be pronounced only by a Court of Law. If warranted under the circumstances, the ECB or any other Disciplinary Committee shall file appropriate criminal charges against a respondent employee in a Court of Law in Bhutan.

19.11.6. All disciplinary cases involving employees after establishing, beyond a reasonable doubt by the ECB, the need for criminal prosecution in the Court of Law shall be forwarded to the Court of Law through the Office of the Attorney General.

19.11.7. An employee shall be terminated from service if he is convicted by the Court of Law for a criminal offence of a misdemeanour and above for offences related to discharge of official functions.

- 19.11.8. An employee shall be compulsorily retired from service with the post-service benefit if he is convicted by the Court of Law for a criminal offence of a misdemeanour and above for offences not related to discharge of official functions.
- 19.11.9. Any administrative penalty imposed on an employee shall be entered in his service record.
- 19.11.10. The Disciplinary Committee shall exercise reasonable judgement and consider all relevant factors in determining the most appropriate administrative penalty for each situation.
- 19.11.11. An employee can be charged with any other offences which are not covered in the Rule and shall be liable for the administrative penalties as may be determined by the ECB/Disciplinary Committee with a comparison to those offences/penalties covered in the Rule.
- 19.11.12. In the imposition of penalties, the Disciplinary Committee shall take into consideration the nature and seriousness of the offence, as well as the circumstances, which either mitigate or aggravate the intention of the respondent employee and the offence.
- 19.11.13. A minor penalty shall consist of actions such as:
- 19.11.13.1. Reprimand, which shall be generally issued for:
- a. Irregular Attendance;
  - b. Lack of *Driglam Namzha*;
  - c. Unbecoming etiquettes and manners;
  - d. Poor performance; and
  - e. Carelessness and/or negligence of duties.
- 19.11.13.2. Fine of an amount not exceeding one month's salary;
- 19.11.13.3. Deduction of one/two increments from the current basic pay; and
- 19.11.13.4. Three or more reprimands or minor penalties would lead to a major penalty.
- 19.11.14. A major penalty shall consist of:
- 19.11.14.1. Reassignment;

- 19.11.14.2. Deduction of three to five increments from the current basic pay;
- 19.11.14.3. Reduction of salary below the existing pay level but with entitlement to normal increments on due dates;
- 19.11.14.4. Withholding of promotion;
- 19.11.14.5. Demotion to a lower Position Level/Position;
- 19.11.14.6. Compulsory retirement from service with post-retirement benefits; and
- 19.11.14.7. Dismissal or termination of service without post-retirement and other benefits, except one's own contribution.

## **19.12. Right to Appeal**

- 19.12.1. An employee aggrieved by a decision of the Disciplinary Committee has the right to appeal to the Appellate Authority. In the event an aggrieved employee or oversight Commission has observed inconsistencies in the disciplinary action, the case may be appealed to the Appellate Authority.
- 19.12.2. A respondent employee may appeal against the decision of the Disciplinary Committee within 10 working days from the receipt of the decision. Such an appeal shall be submitted to the relevant Appellate Authority for the reasons that:
  - 19.12.2.1. There is evident injustice due to grave abuse of discretion;
  - 19.12.2.2. The decision is not supported by the evidence on record;
  - 19.12.2.3. Evidence was not considered when imposing the penalty;
  - 19.12.2.4. Newly discovered or additional evidence which materially affects the decision is presented; and
  - 19.12.2.5. There is a patent error in the interpretation of rules and regulations and laws, prejudicial to the interest of the respondent employee.
- 19.12.3. The Appellate Authority, while reviewing the appeal shall examine whether the disciplinary authority has complied with the due process.
- 19.12.4. A decision on the appeal shall be rendered within 30 days from receipt of the appeal.

- 19.12.5. An aggrieved employee, if not satisfied with the decision of the ultimate Appellate Authority, namely, Administrative Tribunal, may appeal against such decision to the High Court or Supreme Court;
- 19.12.6. In the event the High Court or Supreme Court acquits the concerned employee of all charges on reviewing the appeal against the decision of the Administrative Tribunal, the penalty shall stand revoked. However, if the Court finds him guilty on some charges he shall be imposed such administrative penalty as deemed appropriate.

### **19.13. Administrative and Legal Support**

No party shall prosecute or suspend an employee without notifying the ECB. Also, the employee concerned shall be responsible for notifying the ECB.

- 19.13.1. ECB shall provide administrative and legal support to an employee in the event he is accused and prosecuted for actions and decisions taken in good faith in the interest of ECB's mandates, laws, rules and regulations, and overall national vision. The support shall be as follow;
  - 19.13.1.1. If prosecuted by Government/Government Agency, all expenses related to the defiance of charge(s) shall be processed and reimbursed by the ECB in the event he is acquitted. However, he shall be represented by a Bhutanese law firm/lawyer only; and
  - 19.13.1.2. If prosecuted by others related to official function, the ECB shall depute its Legal Officer or request the Office of Attorney General to represent him in the Court.
  - 19.13.1.3. No legal proceeding or suit shall be instituted against any employee for actions carried out in good faith in the course of their official duties, or for acts intended to be performed under the provisions of the EAB 2008. However, this immunity shall not extend to any corrupt acts committed by an employee in connection with the discharge of their duties, including the acceptance of any form of valuable consideration intended to influence their conduct.
  - 19.13.1.4. The ECB shall through proper media coverage reveal facts leading to acquittal of an employee by the Court of Law on the charges lodged against him.
  - 19.13.1.5. In the event, an employee charged for corruption related to official function is proven innocent in a Court of Law, he shall be eligible for a refund of expenses for the legal process if any with proper documentary evidence.

### **19.14. The ECB shall maintain the Negative List of employees as follows:**

19.14.1. The Negative List is a register or list of employees who have been punished as guilty by the Court of Law through conviction for breaching the law of the nation and/or who have been punished by ECB through major administrative penalty for breaching the provisions of the EAB 2008 and/or the provisions of the ECBSRR.

19.14.2. Objective

19.14.2.1. To have a clean Electoral Service run by people of strong moral character and integrity.

19.14.2.2. To guide future HR actions, especially appointments to senior and important positions.

19.14.2.3. To keep vigil on erring employees.

19.14.3. Criteria

If an employee has:

19.14.3.1. Been convicted by the Court of Law, he shall automatically be included in the Negative List; and

19.14.3.2. Been sanctioned major and repeated minor administrative penalties by the ECB, he shall automatically be included in the Negative List.

19.14.4. Responsibility of ECB

19.14.4.1. ECB shall maintain a record of employees falling under the Section 19.13.1 in the HR System.

19.14.5. Implication

19.14.5.1. An employee whose name is featured on the Negative List once will be subject to special scrutiny for promotion to a higher Position Level or appointment to another Position.

19.14.6. Time frame for Negative List:

19.14.6.1. An employee shall be on the negative list until he completes the term of his penalty.

**RULES OF ADMINISTRATIVE DISCIPLINARY ACTION**

<b>Sl. No.</b>	<b>Nature of offences</b>	<b>Classification of offence</b>
1	Convicted by the court of law for a criminal offence of a misdemeanour and above for offences related to discharge of official functions.	Major
2	Convicted by the court of law for a criminal offence of a misdemeanour and above for offences not related to discharge of official functions.	Major
3	Gross misuse of government properties. *	Major
4	Solicit or accept gratuity or gift by an employee which might reasonably be interpreted as tending to influence the performance of official duties.	Minor/Major
5	Gross misuse of office time for personal purposes.	Minor/Major
6	Influence clients and staff for personal gains.	Minor/Major
7	Disclose information to an inappropriate person or audience/ platform/forum- Minor/Major.	
8	Use official information for personal gains.	Major
9	Support or conceal information related to corrupt practices.	Major
10	Failure to declare conflict of interest which results in major implications for the Commission.	Major
11	Failure to declare conflict of interest.	Minor
12	Make fictitious claims or incur expenses such as travel and subsistence payments, either by themselves or by staff unjustified reporting to them. *	Major
13	Non-Compliance with Procurement Rules	Minor/Major
14	Execution of substandard works. *	Minor/Major
15	Unauthorised absence during working hours or on any scheduled day of work, including a pattern of frequent lateness for duty.	Minor/Major
16	Steal or vandalise office properties. (This can include deliberate or wilful damage to property or gross negligence that can result in substantial loss or damage to Government property).	Major
17	Acts of violence including the physical assault against a fellow employee or client.	Major
18	Indulge in gambling or imbibing intoxicating substances like consuming drugs, alcoholic drinks during office hours.	Minor/Major
18	Habitual Drunkenness/Compulsive drinker/substance abuser.	Major
20	Gross uneconomical usage of properties. *	Minor/Major
21	Intentionally mislead by giving false, fib or an omission/Commission of part or whole of information.	Minor/Major
22	Unjustified hiring of properties from others/Irregular hiring of properties to others. (unauthorised issue of materials, Payment of hiring charges at higher rates and Short/non-collection of hiring charges)*.	Major
23	Under utilisation of equipment. (a situation of not utilising equipment or	Major

resources to the fullest capacity or kept idle after procurement causing financial implication to the Government.)\*

24	Gross Neglect of Duty.	Major
25	Engage in incitement and conflicts.	Minor/Major
26	Pass lewd remarks to clients and colleagues.	Minor/Major
27	Discrimination in rendering public service due to preference.	Minor/Major
28	Inefficiency and Incompetence in the performance of official duties.	Minor/Major
29	Refusal to perform official duty.	Minor/Major
30	Be a candidate for any election conducted under the electoral laws of the Kingdom of Bhutan or hold any paid or unpaid post in any political party.	Major
31	Express any opinion on Politics/Political Parties either explicitly or implicitly.	Minor/Major
32	Intentional double bookings/irregular/unauthorised payments.	Minor/Major
33	Violation of service rules.	Minor/Major

**Note:**

*The Supervisor shall be accountable and liable for administrative sanction for all the offences with as-terisk (\*) in the above table.*

*The HRC shall have the authority to determine the classification of offence depending upon the nature and severity of the offences in the above table where indicated as Minor/Major.*



**ELECTION COMMISSION OF BHUTAN  
SERVICE RULES AND REGULATIONS  
2025**

**CHAPTER 20  
ECB EMPLOYEE ATTRACTION AND RETENTION POLICY**



## **CHAPTER 20. ECB EMPLOYEE ATTRACTION AND RETENTION POLICY**

### **20.1. Preamble**

#### **20.1.1. Purpose**

The Purpose of this policy is to establish sound Employee Attraction and Retention system (EARS) in the Election Commission of Bhutan.

#### **20.1.2. Strategic objectives of the Commission**

The achievement of the Commission's strategic objectives is largely dependent on its ability to attract and retain high caliber individuals. This is particularly important with regard to defined critical occupations, potential individuals and ensuring adequate succession.

### **20.2. Principles**

#### **20.2.1. Attraction and retention depend on the following key principles:**

20.2.1.1. Managing employee well to ensure motivation.

20.2.1.2. Rewarding dedicated service performance.

20.2.1.3. Developing capacity of an employee and retaining the best ones by providing perpetual trainings for capacity building, studies and mentorship programmes.

20.2.1.4. Provide opportunities to grow and learn, and letting the employees know there is room for advancement in the organization.

20.2.1.5. Establishing a positive culture and open and honest working environment that is attractive and supportive in maintaining work-life balance.

### **20.3. Initiatives**

20.3.1. The Commission should attract and/retain those whose services are critically central to the mandates of the Commission.

20.3.2. The Human Resource Committee of the Election Commission of Bhutan shall have the primary responsibility to identify an employee whose retention in the Commission is vital.

20.3.3. The Commission shall identify appropriate candidates for succession. This involves recognizing individuals with potential to advance to key positions within the Commission. This category comprises a group of identified individuals for succession purposes as demonstrated by their

performance and potential to shoulder the set responsibilities against the given position.

- 20.3.4. The Commission shall strive to adopt and build amiable work culture with efficient leadership and management best practices to ensure that the employees see the Commission as a great organization to work in. This shall be achieved through:

- 20.3.4.1. Placing right person for the right job;
- 20.3.4.2. Developing employees' capacity;
- 20.3.4.3. Rewarding exceptional performance;
- 20.3.4.4. Recognizing achievement publicly;
- 20.3.4.5. Developing and maintaining a reputation as being "an employer's choice";
- 20.3.4.6. Tapping the knowledge and resources of an employee;
- 20.3.4.7. Making employees feel involved and valued (policy process, resourcing, presentation at important forums/seminars);
- 20.3.4.8. Foster trust and confidence in senior employees; and
- 20.3.4.9. Convey verbal or written appreciation.

## **20.4. Performance Management**

- 20.4.1. Personnel and Career Development

Personal and intellectual challenge rate as a top priority amongst skilled employees. The Commission endeavors to aid attraction and retention of skills and key employees by providing:

- 20.4.1.1. Formal training/studies by means of study assistance programmes (Scholarships for undergraduate, graduates, post graduates, Diploma, Paid Study Leave, etc.) and
- 20.4.1.2. International; exposure/ experience by means of seminars and workshops, short-term trainings, work placements and study tours.

- 20.4.2. Support Services

The Commission shall strive to provide quality administrative and support services in Human Resources, Administration, Technical and Information Technology Support which reduces bureaucracy and

enhances quality of work. The concerned Departments and respective HoDs towards effective management of staff to ensure that the subordinates experience should give constant coaching on management of subordinates as their behavior is a key determinant of how employee experience their immediate work lives.

#### 20.4.3. Recognition

20.4.3.1. The Commission shall create a well-managed recognition programme (such as Employee being appointed as head of Department, Division, or DzEO by awarding one grade promotion) that can contribute towards considerable contribution to the wellbeing of employees and the working culture of the Commission.

#### 20.4.4. Service Award

##### 20.4.4.1. Policy

- a. Recognize and reward employee with outstanding achievements;
- b. Recognize and reward employee for his/her dedication and outstanding services to Tsawa-Sum;
- c. Develop a sense of achievement and pride of being a public servant; and
- d. The award shall be given with incentives.

##### 20.4.4.2. Categories of Award

- a. The ECB Innovation Award shall be given to an employee or team with outstanding service records who have served the Tsawa-Sum with full dedication, loyalty, innovation and proficiency to achieve the mandate of the Commission and in particular was responsible for development of an innovation(s) that significantly contributes towards the conduct of free and fair elections and fosters public trust in the integrity of the elections and the election management body.
- b. Employees shall be eligible for Civil/Public Service Awards as per the norms set by the Royal Government.

#### 20.4.5. Nomination Procedure

20.4.5.1. The selection for the ECB Innovation Award will be done by the Commission based on the recommendation submitted by the HR

Committee. The HR Committee shall base its recommendation upon detailed and careful verification of the reports received from the Dzongkhags, Departments, Divisions or any Election and Electoral Officials.

## **20.5. Implementation**

- 20.5.1. Human Resources Division shall be responsible for receiving and proposing selection criteria to the Human Resource Committee. The Human Resource Committee will review all nominations and prepare for approval to the Commission.
- 20.5.2. All issues regarding attraction and retention shall be approved by the Commission.

## **20.6. Control**

- 20.6.1. The attraction and retention initiatives are subject to sound and accountable management practices. These shall be achieved through:
  - 20.6.1.1. The attraction and retention process will be facilitated by the HoD. Human Resources Division will review the performance of employee and any other information and will report formally to the HRC.

## **20.7. Reporting**

- 20.7.1. The Human Resource Division shall report formally the status of employee retention, recommendations and improvement annually to the HR Committee.
- 20.7.2. The HRC shall submit periodic reports to the Commission.



**ELECTION COMMISSION OF BHUTAN  
SERVICE RULES AND REGULATIONS  
2025**

**CHAPTER 21**

**INTERNAL MECHANISM ON REPORTING  
SEXUAL AND OTHER FORMS OF HARASSMENT  
AT WORKPLACE**



## **CHAPTER 21. INTERNAL MECHANISM ON REPORTING SEXUAL AND OTHER FORMS OF HARASSMENT AT WORKPLACE**

### **21.1. Purposes of the Internal Frame Work**

21.1.1. The purpose of the frame work is:

- 21.1.1.1. To eliminate all forms of discrimination including sexual harassment at workplace;
- 21.1.1.2. To enhance clear understanding on gender issues including violence against women in particular sexual harassment at workplace; and
- 21.1.1.3. To create a conducive working environment for all individuals.

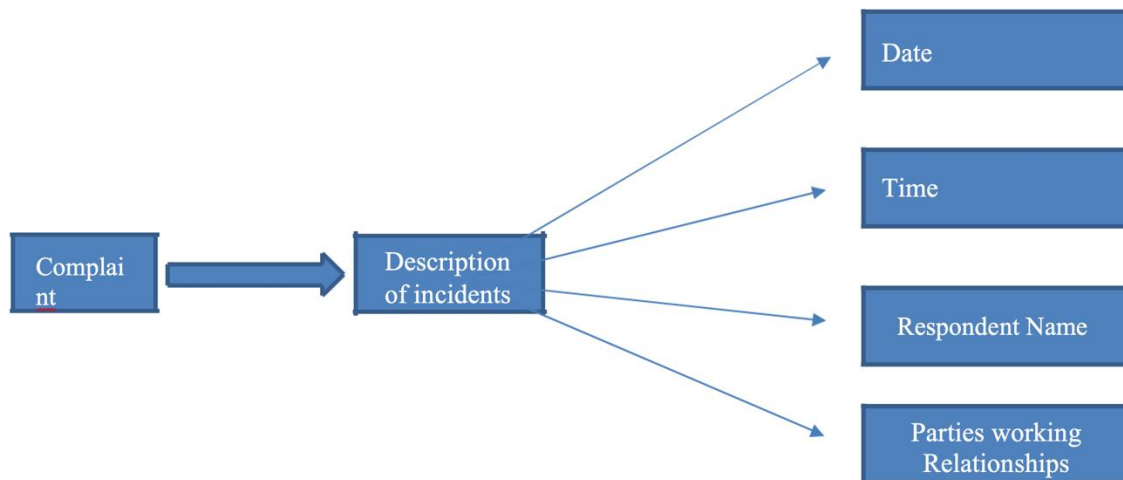
### **21.2. Complaint Committee**

- 21.2.1. The HRC of the Election Commission of Bhutan shall constitute a Complainant Sub-Committee so that every working individuals is provided with an effective mechanism to address any complaint related to sexual or other forms of harassment at the workplace.
- 21.2.2. The Complaint Committee of Election Commission of Bhutan shall have equal representation of men and women and compose of:
  - 21.2.2.1. Chairperson;
  - 21.2.2.2. Legal Officer; and
  - 21.2.2.3. 3 members including the Gender Focal Officer
- 21.2.3. The Committee shall appoint a focal person, who shall assist the victim to report the case to Committee and shall act as a bridge between the Committee and victim.
- 21.2.4. The Committee shall ensure the confidentiality of the victim, if he/she wishes and shall ensure the assurance of non-retaliation and other enabling support whenever needed. The Committee shall carry out a fair and informed inquiry into the complaint.

### **21.3. Procedure to file Complaint**

- 21.3.1. The Focal Officer shall receive the written complaint as in Annexure 19/1 during the working days and shall forward the written complaint to the Complainant Committee the next day or the next working days for appropriate action/discussion.

### **21.4. Content of Complaint**



- 21.4.1. The written complaint shall contain a description of the incident with date, time, location, name of the respondent and the working relationships between the parties.

## **21.5. Code of Conduct for Committee**

- 21.5.1. The Committee shall follow the following code of conduct: 5.1.1 Create a conducive and enabling environment so that the victim feels secure;

21.5.1.1. Treat a complainant with respect;

21.5.1.2. Discard the pre-determined thoughts;

21.5.1.3. Not insist on a graphical description of the sexual harassment;

21.5.1.4. Not discuss the issues in the presence of complainant and respondent; and

21.5.1.5. Assure the confidentiality of the issue for the fair enquiry.

## **21.6. The Harassment Complaint Process**

- 21.6.1. The Committee shall prepare the report of findings of the case and recommendation to be forwarded to the Commission within 30 Days and the copy of the final findings shall be made available to both the parties. Any party not satisfied with the decision/findings and the recommendations of the Complaint Committee shall appeal the Court within the 10 working Days.

## **21.7. Awareness and Prevention of Harassment at Work Place**

- 21.7.1. The Focal Person shall carry out the awareness program on sexual and other forms of harassment at the workplace in coordination with the Gender Focal officer, especially targeting the lower level support staff and management.
- 21.7.2. The Institution shall provide conducive working environment especially for the working parents such as flexible timing for them to breastfeed, picking up children from schools

## **21.8. Gender Friendly Facilities at workplace**

- 21.8.1. With an EMB at the frontline of the democratic process it is important to understand and commit to have gender equality within the institution itself and shall encompass the different needs and issues, so that women can equally participate in the development. Some of the facilities include:

### **21.8.1.1. Creche/Breastfeeding Facilities**

- a. The Agency shall provide a separate breastfeeding room for working parents or service users incase if there is no crèche facilities being provided.

### **21.8.1.2. Implementation of flexi timing to working parents**

- a. The Agency shall allow the flexi timing for the working parents, in order for them to breastfeed and pick up the children from schools.

## **21.9. Monitoring and Evaluation**

- 21.9.1. The National Commission for Women and Children being the nodal agency for protection and promotion of women and children shall monitor the implementation of this framework.

### Workplace Harassment Complaint Form

Employee information				
Name:			Phone Number:	
Position:			Supervisor:	
E-Mail Address:				
Harassment Complaint Information				
I was harassed because of my:				
<input type="checkbox"/> Age	<input type="checkbox"/> Disability	<input type="checkbox"/> Gender	<input type="checkbox"/> Medical Condition	<input type="checkbox"/> National Origin
<input type="checkbox"/> Pregnancy	<input type="checkbox"/> Race	<input type="checkbox"/> Religion	<input type="checkbox"/> Other (Explain below)	
Person(or persons)who harassed you or discriminated against you				
Name:			Position:	
Please explain the incident or conduct that is the basis of this complaint and include where and when it took place. Attach additional pages, if required:				
Have you discussed this complaint with anyone else? Yes No (If yes, list their contact Information below.)				

Signatures	
Complainant:	Date:
Received By:	Date:

**ELECTION COMMISSION OF BHUTAN  
SERVICE RULES AND REGULATIONS  
2025**

**CHAPTER 22  
GENERAL**

## **CHAPTER 22. GENERAL**

### **22.1. Power of the Commission**

22.1.1. The Commission shall have the authority to issue instructions and directions:

22.1.1.1. For the clarification of any of the provisions of these Rules and Regulations;

22.1.1.2. For the removal of any difficulty which may arise in relation to the implementation of any such provisions; and

22.1.1.3. In relation to any matter with respect to service in the Commission for which these Rules make insufficient provision and clarification is necessary in the opinion of the Commission.

### **22.2. Authority of Interpretation and Amendment**

22.2.1. The Commission shall be the final authority for interpretation and may amend by way of addition, variation, or repeal of any provision of these Rules.

Done under the seal of the Election Commission of Bhutan on this 15<sup>th</sup> Day of the 7<sup>th</sup> Month of the Year **2025** corresponding to the 20<sup>th</sup> Day of the 05<sup>th</sup> month of the **Wood Female Snake** Year of the Bhutanese Calendar.

**Election Commissioner**

**Election Commissioner**

**Chief Election Commissioner of Bhutan**

## ACRONYM

ACAB	Anti-Corruption Act of Bhutan
ADR	Alternative Dispute Resolution
AS	Administrative Service
BoT	Board of Trustee
CID	Citizenship Identity Card
CSO	Civil Society Organisation
DA	Daily Allowance
DSA	Daily Subsistence Allowance
ECB	Election Commission of Bhutan
ECBSRR	Election Commission of Bhutan Service Rules and Regulations
EID	Employee Identity
EOL	Extra Ordinary Leave
ERS	Early Retirement Scheme
ES	Electoral Service
ESC	Executives and Specialists Category
ESP	Elementary Service Personnel
ESWS	Employees' Welfare Scheme
EX	Executive
FS	Finance Service
GoI	Government of India
GSP	General Service Personnel
HR	Human Resource
HRA	House Rent Allowance
HRC	Human Resource Committee
HRD	Human Resource Development
JD	Job Description
ICT	Information & Communication Technology
LTT	Long Term Training
LoA	Letter of Award
M&E	Monitoring and Evaluation
ME	Main Examination
ModEx	Moderation Exercise
MOG	Major Occupational Group
MoU	Memorandum of Understanding
NGO	Non-government Organisation
NOC	No Objection Certificate
OC	Operational Category
OCE	Open Competitive Examination
ODE	Organisational Development Exercise
PDB	Pre-Departure Briefing
PFS	Pay Fixation Statement
PMC	Professional and Management Category
RGoB	Royal Government of Bhutan
SG	Sub-Group



SMART	Sincerity, Mindfulness, Astuteness, Resilience, Timelessness
SOP	Standard Operating Procedures
SSC	Supervisory and Support Category
STT	Short Term Training
TAT	Turnaround Time
ToR	Terms of Reference
TS	Technical Service
WE	Written Examination

## DEFINITION

1. **Administrative Offence** - an offence from the breach of the Election Act of the Kingdom of Bhutan 2008 and ECBSRR 2025.
2. **Agency** - all Ministries/Departments/ Divisions/ Dzongkhags.
3. **Apolitical** - Impartial, neutral and not linked to political parties or engaged in any political activities.
4. **Appellate Authority** - the Administrative Tribunal for appeal cases from the Election Commission of Bhutan, the Election Commission of Bhutan for appeal cases from Departments and Dzongkhags.
5. **Appraisal Cycle** - the time frame of one year during which an employee's performance is either directly observed or verified for the purpose of providing a formal appraisal rating.
6. **Appraisal Report** - a Performance Appraisal Report is a document that evaluates how well someone is doing in their job. It will comprise two types of assessment on performance and Potential. It assesses their strengths, areas for improvement, and overall contributions to the organization. This report is typically created by a supervisor based on observations, feedback, and specific performance metrics. It helps employees understand their performance and provides a basis for discussions about goals, development, and compensation.
7. **Asset** - as defined in the Anti-Corruption Act 2011.
8. **Basic Pay** - the remuneration fixed on a pay scale.
9. **Broad-banded Position** - a position that is linked to one or two higher or lower Position Levels in the same occupational group that require the same minimum qualifications and are very similar in purpose, roles and responsibilities.
10. **Blended learning** - training approach that combines in-person with online and digital learning methods.
11. **Employee** - a person registered with the Election Commission of Bhutan .
13. **Electoral Service** - the services within the jurisdiction of the EAB 2010.
14. **Clean Service record** - not in the negative list of RAA and ACC.

15. **Code of Conduct** - the Code of Conduct and Values set out in the Election Act of the Kingdom of Bhutan 2008 and ECBSRR 2025.
16. **Commission** - the Election Commission of Bhutan established under the Constitution of the Kingdom of Bhutan.
17. **Competent Authority** - means a person or Agency that has legally delegated authority or power to perform a designated function.
18. **Compulsory Retirement** - the involuntary retirement from Electoral Service with post service benefits.
19. **Conflict of Interest** - a conflict between the official duties and the private interests of an employee, including not only his vested interest but also those of his family.
20. **Constitution** - the Constitution of the Kingdom of Bhutan.
21. **Contract Extension** - the process of extending a contract period without changing any of the terms and conditions.
22. **Contract Renewal** - the process of revising the terms and conditions of a contract based on the merit of the contract personnel and need of his service.
23. **Conviction** - employee is found guilty of a criminal offence.
24. **Cooling Period** - the minimum length of time a person registered with a political party must maintain, after de-registration, to be eligible for any form of employment in the Electoral Service.
25. **Corruption** - as defined in the Anti-Corruption Act of Bhutan.
26. **Criminal Offence** - any offence as defined by the Penal Code of Bhutan.
27. **Daily Allowance** - the allowance payable per day to an employee during in-country official tour/travel.

30. **Daily Subsistence Allowance** - the allowance per day payable to an employee during short- term training and ex-country official tour/travel.
31. **Direct Dependents** - member's own biological parents, a spouse, and children (including legally adopted).
32. **Driglam Namzha** - the conscious pursuit of harmonious living embodied in the traditional etiquette based on Tha-Dam-Tse and Ley-Jum-Drey.
33. **Elected Representatives** - members of the Parliament and local governments.
34. **Embezzlement** - fraudulently taking Government property/fund for personal gain.
35. **Enforced Halt** - a halt, which an employee, in the course of a journey, is obliged to make at an intermediate station for a reason beyond his control such as for non-availability of air ticket, cancellation of flight, etc.
36. **Equal Pay for Work of Equal Value** - that employees with the required qualifications and experience and performing comparable jobs as determined through the job evaluation process, should be compensated similarly, i.e. within the same salary range.
37. **Ex-country** - refers to other countries.
38. **Family member** - members consisting of a spouse and children.
39. **Felony** - a serious crime as defined in the Penal Code of Bhutan.
40. **Fraudulent claim** - claim made against a fictitious death or against a wrong dependent or a double claim.
41. **Gross pay** - refers to the sum of fixed pay and variable pay.
42. **Head of Agency** - Chief Election Commissioner.
47. **HR Actions** - any action taken on an employee pertaining to recruitment, appointment, staffing, training, transfers, promotion, secondment, separation, administrative discipline, etc.
48. **HR Audit** - assessment of the implementation of all HR actions by the Commission as per the provisions of the Constitution, the Election Act of the Kingdom of Bhutan, the ECBSRR and the other relevant rules with the view to ensure fairness and objectivity in the Electoral Service.
49. **In-service** - serving in the Electoral Service.

50. **Individual Work Plan** - a clear plan of action for the employee to organize and manage individual activities to effectively contribute to achieving the annual objectives of the Commission.
51. **Ley-Jum-Drey** - the cause and effect relationships.
52. **Malfeasance** - a wrongful or unlawful act.
53. **Manager** - An employee above the supervisor in the chain of command in the Commission.
54. **Merit Based or Based on Merit** - a personnel decision taken based on a set of eligibility criteria prescribed in the ECBSRR and in compliance with the provisions of the Electoral Service.
55. **Medical Escort Leave** - Is a leave granted to an employee to escort his direct dependent in the case of medical referral from a health facility of the locality to Gelephu RRH, Mongar RRH and JDWNRH and even referrals out of Bhutan.
56. **Misappropriation** - the application of another's property or money dishonestly acquired to one's own use.
57. **Misdemeanour** - the same meaning as defined in the Penal Code of Bhutan.
62. **Nominee** - a person designated by an employee to receive benefits on his behalf.
63. **Non-partisan** - non-supportive and neutral to any political parties.
64. **Open Competition** - that anyone is free to apply and compete for a vacant position or scholarship as long as he fulfills the eligibility criteria, which shall be advertised to ensure a fair and transparent process.
65. **Open Scholarship** - a scholarship secured by a person in his individual capacity which has no implication to the RGoB in terms of funding or slot.
66. **Organisational Development** - Commission's efforts to regularly review its mandates and capacities, for taking the right decisions and measures to improve performance and assure delivery of high quality services.
67. **Orientation Programme** - the familiarization of an employee in terms of the organisational values, mandates, policies, plans & programmes, working culture, duties & responsibilities, ECBSRR, Financial Rules, and other expectations of organisation.

68. **Performance Appraisal** - the process of documenting performance accomplishments, determining whether and how well performance outputs were accomplished, and assigning appropriate ratings based upon the assessment.
69. **Performance Dashboard** - A performance dashboard is a visual representation or tool that provides a comprehensive overview of key performance indicators (KPIs) and metrics relevant to a specific area Job/position. It is designed to give supervisors a quick and easy way to monitor and assess the performance of a particular process, department, project, or Commission as a whole.
70. **Performance Evaluation** - appraisal of performance and assessment of individual capacity/ potential.
71. **Person** - an individual, partnership, corporation, organisation, enterprise, Commission, department, subdivision, or other legal entity whether public or private and successor, representative, or agent thereof.
75. **Position** - the basic unit of a post and comprises duties and responsibilities to be performed by an individual.
76. **Position Level** - the rank within the Position Category based on the approved job evaluation of each position.
77. **Position Title** - indicates the broad function of the position and to a certain extent, the level of the position in the Electoral Service hierarchy.
78. **Potential Assessment** - A potential assessment is a process used to figure out if someone has the ability and qualities aligned to the Leadership Capability Framework needed to be a good leader in a workplace or other group setting.
79. **Prima facie** - clear case at first sight.
80. **Primary Nominee** - a nominee selected from the list of dependents by the member of the CSWS who will make the claim in the event of the demise of the member.
81. **Private Company** - a company other than a public company, as defined in the Companies Act.
82. **Prohibited Sources** - as defined in the Gift Rule.
83. **Promotion** - vertical movement in employee's career to fill in a higher-position vacancy with a new position title and corresponding pay.

84. **Proselytisation** - deliberately persuading or influencing others to accept one's own belief, religion, faith, etc..
85. **Public company** - a company which is authorised by its Articles to offer its shares to the public, as defined in the companies Act.
86. **RGoB Scholarship** - LTT funded by RGoB, including donor fund in terms of tuition fees, stipend, tuition fee waiver/bursaries/concessions/quota and other expenditures in full or partially to enable a person to complete an approved LTT. This also includes LTT slots provided to RGoB by donors.
87. **Royal Government** - includes the Legislature, the Executive and the Judiciary.
88. **Rural Posting** - the placements to places in the Dzongkhag.
90. **Scholarship Cost** - includes tuition fees, stipend, tuition fee waiver/bursaries/concessions/ quota and other expenditures in full or partially to enable a person to complete an approved LTT.
91. **Secondment** - a transfer of personnel both within and outside the Electoral Service on a temporary basis to develop human resource capacity, in a way that does not affect the employment status in the Royal Government.
92. **Secretariat** - the Secretariat of the Election Commission of Bhutan.
93. **Secretary to the Commission** - refers to the head of the Secretariat.
94. **Skill** - refers to an employee's ability to carry out the tasks, duties and responsibilities of a given position.
95. **Staffing Pattern/Strength** - the approved strength of positions for the Election Commission of Bhutan over a specific period of time.
96. **Subpoena** - a written order commanding a person to appear before a court or other tribunal, subject to a penalty for failing to comply.
97. **Subpoena Duces Tecum** - a subpoena ordering the witness to appear and to bring specified documents, records or things.
98. **Supervisor** - An employee who is above the employee in the chain of command in the Commission from whom the employee receives the majority of instructions regarding his work and to whom the employee directly reports.
99. **Termination** - separation from Electoral Service without any post service benefits but with entitlement of his own personal contribution such as Provident Fund (PF) & Group Insurance Scheme (GIS) with interest and **cost of travel to home**.

- 100. **Tha-Dam-Tsi** - the duties one owes to another derived from good faith, trust, confidence, candour and moral obligations.
- 101. **The Rule** - the Bhutan Electoral Service Rules & Regulations 2025.
- 102. **Transfer** - a lateral movement of an employee from one place to another or from one profession to another, in the same Position Level.
- 103. **Transit Halt** - a halt in an airport which an employee is obliged to make for connecting flights while on official tour/training ex-country.
- 104. **Travel Allowance** - the allowance payable to an employee to compensate for the cost of travelling during an in-country official tour.
- 105. **Tsa-Wa-Sum** - the King, Country and People.
- 106. **Vacancy** - an approved position that is currently vacant.
- 107. **Voluntary Resignation** - the resignation as per one's own free will and desire with post service benefits.