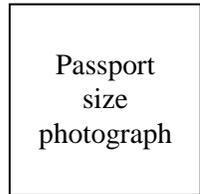


**ROYAL CIVIL SERVICE COMMISSION  
ROYAL GOVERNMENT OF BHUTAN**



**AGREEMENT ON SERVICE TERMS AND CONDITIONS FOR CONTRACT EMPLOYEES**

**PART I: GENERAL CONDITIONS**

**1 Agreement**

**THIS AGREEMENT** is executed on day ..... month..... year ..... between .....(the RCSC/Agency), Government of Bhutan, hereinafter called “the employer” described in part-I and ....., hereinafter called “the employee” whose particulars are given in part II.

**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 Government of Bhutan on these terms and conditions.

**2 Nature of Service**

2.1 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.

~~2.2~~ The contract employee shall be liable to be posted or transferred to any Agency or any part of the country, except during the last six months of the contract term.

**Signature of Employee**

3 **Duration of Agreement**

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

4 **Documents**

- 4.1 The contract employee at the time of reporting for duty shall produce a medical fitness certificate from a qualified medical officer and a certificate of character and good conduct signed by a senior government officer of the country of the nationality or his last employer.
- 4.2 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.
- 4.3 An expatriate contract employee shall produce a certificate issued by the police/local authority of the area of his home address, certifying that he is a bonafide inhabitant of that locality, or a letter from an Embassy of the country of which he is a national certifying/verifying the nationality of the individual concerned or a valid passport.
- 4.4 A Bhutanese citizen shall apply for security clearance online, which the official focal person of the employer shall be responsible for its verification.
- 4.5 The contract employee shall produce attested copies of his certificate/testimonials in support of his education qualifications, date of birth, experience and any other documents required, to the employer concerned for record.

**Signature of Employee**

4.6 The contract employee shall sign an oath of adherence to the Code of Conduct and Ethics and Confidentiality in the prescribed format at ***Annexure 5/2.***

## **5 Remuneration and Allowance**

The employer shall during the employment 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.

## **6 Duty**

6.1 The contract employee shall devote himself exclusively to his 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.

6.2 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 of Bhutan's property and management thereof.

6.3 The contract employee, whenever required by the employer shall give full and proper interaction in his occupation and in the specified duties of his office to such other person or persons as the employer shall communicate to him and he shall convey to such person or persons any secret methods, processes or information learnt or acquired by him in the course of his employment herewith or otherwise.

**Signature of Employee**

#### 6.4 Leave and Travel

6.4.1. The employee shall be eligible for TA & DA, Leave and Leave Travel Concession (LTC) as per the Bhutan Civil Service Rules and Regulations (BCSR), except ex-country short-term training, long-term study leave, and Extraordinary Leave.

#### 6.4.2. Travel Allowance to begin Employment

An amount equal to actual TA in first class train/bus and DA for the number of days of travel shall be paid to the personnel selected for appointment on contract towards travel expenses to begin employment. The travel expense shall be extended to the spouse and children only, who actually joins the employee at the place of posting.

#### 6.5. Medical Facility

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

#### 6.6. Housing

The employee shall make his own arrangements with regard to housing and furniture. However, if Government accommodation is provided, house rent shall be deducted from the salary according to the prevailing rules.

#### 6.7. Compensation for Service Incurred Injury

In the event of death, injury, or illness attributable to the performance of service on behalf of the Royal Government of Bhutan under the terms of this Agreement, the employee shall be entitled only to compensation payable under Government Employee Group Insurance Scheme admissible for the Position Level.

**Signature of Employee**

#### 6.8. Pension, Provident Fund and Insurance

An appointee under this Rule shall be governed by rules and regulations of the National Pension and Provident Fund Scheme and the Government Employee Group Insurance Scheme.

#### 6.9. Deduction

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

#### 6.10. Terminal Benefit

##### 6.10.1 Gratuity

One month's last basic pay shall be paid as gratuity for every completed year of satisfactory contract service subject to completion of the initial contract term, except:

- i. When the employer terminates the contract; or
- ii. In case of the employee's demise while in service; or
- iii. In case the employee is required to resign due to illness or disability incurred while in service.

##### 6.10.2. Repatriation Benefit

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

6.10.2.1 Transfer grant according to the prevailing BCSR.

6.10.2.2 Travel Allowance of an amount equal to the last basic pay that the contract employee is entitled to at the time of his repatriation.

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

**Signature of Employee**

Remuneration and allowances and all other entitlements under the agreement shall be payable only in Ngultrums except those working in Embassies, Missions, Consulate Offices and other RGoB establishments abroad.

## 8 **Code of Conduct and Ethics**

8.1. The contract employee shall be bound by the Code of Conduct and Ethics prescribed in Chapter 3 of the BCSR and in particular shall:

8.1.1. At all times during the continuance of this Agreement use his best endeavours to promote the interest and welfare of the employer.

8.1.2. Respect all the Bhutanese spiritual, traditional and cultural values and practices. Accordingly, the employee shall conduct himself at all times in such a manner that:

8.1.2.1 He does not pose any danger to the socio-economic and political stability of the country;

8.1.2.2 He does not involve in proselytization or undermine the traditional, cultural or religious values of the society;

8.1.2.3 He does not bring any undesirable influence and harmful practices which may have a damaging effect on the society, such as the use and abuse of narcotics;

8.1.2.4 He does not engage in politicising the people or flaring up communal ill feeling among the Bhutanese people;

**Signature of Employee**

8.1.2.5 His dress, behaviour and habits are congenial to decorum of the Bhutanese society;

- 8.1.2.6 He does not engage in anti-government/national propaganda and criticism of the system of Government and its policies through speech or in writing while in Bhutan or after his repatriation;
- 8.1.2.7 He shall refrain from visiting places/institutions restricted for entry by foreigners without a specific written permit;
- 8.1.2.8 He is prohibited from engaging in employment other than permitted by this agreement and shall not participate in paid activities; and
- 8.1.2.9 He avoids personal relationships with firms selling office or other equipment and avoids the acceptance of favours or gifts, or being placed otherwise under obligation to any commercial representative or to any Government of Bhutan's client or customer.

## 9 **Rights and obligations of the employee**

- 9.1. The rights and obligations of the contract employee are strictly limited to the terms and conditions of this Agreement and Chapter 5 on Contract Appointment. Accordingly, the contract employee shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 9.2. The contract 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 Government of Bhutan be held liable for such claims by third parties.

- 9.3. The title rights, copyrights, and all other rights of whatever nature in any material produced under the provision of this agreement by the contract employee shall be vested exclusively with the Government of Bhutan.
- 9.4. The contract employee shall not be concerned or interested directly in any other business except that of the employer.
- 9.5. The contract 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 himself or any other person.
- 9.6. The contract 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.

## **10. Unpublished Information**

- 10.1 The contract employee shall not communicate to any person, Government, or other Agency of the Government of Bhutan any unpublished information made known to the employee by reason of his association with the Government of Bhutan except as required by this assignment or upon written authorisation by the Government of Bhutan.

### **Signature of Employee**

- 10.2 The contract employee shall not advertise or publicize his association with the Government of Bhutan under this agreement. Nor shall the name, letterhead, emblem, or official seal of the Government of Bhutan be used for business or professional purposes or otherwise without the

prior written approval of the employer. Such materials intended for official use by employees of the Government of Bhutan should not be permitted to come into the possession of persons who might make unauthorised use of them, and shall not be used for personal purposes. The provision shall survive the expiration or termination of this agreement.

## **11. Confidentiality and Non-competition**

The Government of Bhutan 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 Government of Bhutan's advance written consent to any person, firm, corporation, or entity other than the Government of Bhutan or its designee, any information whatsoever. This includes the written embodiments of his services for the Government of Bhutan, in reports, studies, or the like, acquired or developed by him during the term of his employment, which relates to or concerns the business or operation of the Government of Bhutan or of its clients or customers.

## **12. Renewal/Extension of Contract**

12.1 Not less than three months before the date of which the contract employee's residential service in Bhutan 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. **Signature of Employee**

12.2 Contract renewal or extension shall be granted only to an employee having a clear service history, which shall not contain any record of indiscipline, adverse reports, misdemeanours, financial dishonesty, or

any act that is considered as violation of Civil Service Code of Conduct and Ethics.

12.3 Performance shall be an important determining factor for extension/renewal.

12.4 Any notice to be given hereunder shall be given in writing and be delivered or sent by registered post to the employer, and any complaint or application of the employee shall in the first instance be addressed to the Head of the office of the employing Department/Agency.

### **13. Termination of Contract**

13.1 A minimum of one month's notice shall be issued by the Employer/Employee intending to terminate the contract before expiry of the term. However, in the case of lecturers/teachers, three months notice shall be required. 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.

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

**Signature of Employee**

### **14. Dismissal for Misconduct**

14.1 If at any time during his employment, the employee shall be tried for gross misconduct or breach or non-observance of any of the stipulation herein. The employee shall, at the option and discretion of the employer, forfeit the gratuity. In addition to such forfeiture, the

employer may terminate the services of the employee forthwith and without any notice or payment in lieu thereof. Upon such termination, the employee shall not be entitled to claim any compensation or damages.

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

**Seal & Signature of Employer**

**Signature of Employee**