



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞིའི་འབྲུག་ལས་ཁུངས་ལྷན་ཚོགས།



**ROYAL GOVERNMENT OF BHUTAN
ROYAL CIVIL SERVICE COMMISSION
Tashichhodzong, Thimphu, Bhutan**

AGREEMENT ON SERVICE TERMS AND CONDITIONS FOR CONTRACT EMPLOYEES

PART 1: GENERAL CONDITIONS

1. Agreement

THIS AGREEMENT is executed on day _____ month _____ year two thousand and _____ between the RCSC, Government of Bhutan, hereinafter called “the employer” described in part-I and Mr./Ms. _____, 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

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.

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 and Oath of Confidentiality

- 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 Secretary, RCSC, Trashichhodzong, Thimphu.

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞིའི་འབྲུག་ལཱ་རྒྱུ་ལྷན་ཚོགས།

ROYAL GOVERNMENT OF BHUTAN
ROYAL CIVIL SERVICE COMMISSION



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.
- 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 Civil Service Rules.
- 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.

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞུང་གི་གཞི་རྒྱུ་ལྷན་ཚོགས།

ROYAL GOVERNMENT OF BHUTAN
ROYAL CIVIL SERVICE COMMISSION



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 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 grade of his post.

6.8 Pension, Provident Fund and Insurance

The employee shall not be covered by the National Pension and Provident Fund Scheme, but shall be covered by 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.

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞུང་གི་ལོ་ལོ་ལོ་ལོ་གསལ།

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



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 in accordance with the formula prescribed in the Civil Service Rules. The gratuity shall be payable to the nominee (s) of the employee who expires while in service after putting in a minimum of one year's continuous 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 Civil Service Rules.

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.

7 Mode of Payment Remuneration and allowances and all other entitlements under the agreement shall be payable only in Ngultrums.

8. Code of Conduct and Ethics

8.1 The contract employee shall at all times during the continuance of this Agreement use his best endeavours to promote the interest and welfare of the employer.

8.2 The contract employee shall respect all the Bhutanese spiritual, traditional and cultural values and practices and conform to the Bhutan Civil Service Code of Conduct and Ethics. Accordingly, the employee shall conduct himself at all times in such a manner that:

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

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞུང་འབྲུག་གི་ལོ་ལོ་ལོ་ལོ་གསལ།

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



- 8.2.2 He does not involve in proselytization or undermine the traditional, cultural or religious values of the society;
- 8.2.3 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;
- 8.2.4 He does not engage in politicising the people or flaring up communal ill feeling among the Bhutanese people;
- 8.2.5 His dress, behaviour and habits are congenial to decorum of the Bhutanese society;
- 8.2.6 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;
- 8.2.7 He shall refrain from visiting places/institutions restricted for entry by foreigners without a specific written permit;
- 8.2.8 He is prohibited from engaging in employment other than permitted by this agreement and shall not participate in paid activities; and
- 8.2.9 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.

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།
རྒྱལ་གཞུང་གི་གཞི་རྒྱུ་ལྷན་ཚོགས།



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

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. 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 right, 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 authorized by the employer either generally or in any particular case.

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞུང་གི་གཞི་རྒྱུ་ལྷན་ཚོགས།

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



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.
- 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 Government of Bhutan. 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 unauthorized 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 of Contract

- 12.1 Not less than six 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

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞི་ལྷན་ཁོ་རྒྱུ་ལྷན་ཚོ་གས།

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



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.

- 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 ratings shall be an important determining factor for extension.
- 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 party 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



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞུང་གི་གཞི་རྒྱུ་ལྷན་ཚོགས།

ROYAL GOVERNMENT OF BHUTAN
ROYAL CIVIL SERVICE COMMISSION



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 employing Department/Agency concerned.

Signature of Employer

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།
 རྒྱལ་གཞི་རི་གཞི་ལྷན་ཚོགས།



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

PART II : BIO-DATA

1. Name:
2. Nationality:
3. Date of Birth:
4. Religion:
5. Name of parents or next of kin
6. Permanent (Home) Address: full (with address):
7. Post Office (at the permanent address)
8. Police Station (at the permanent address)

1. Qualification (list the name of degree and certificate):

| Name of Institute | Place | Date | | Subject | Degree/Diploma/ Certificate |
|-------------------|-------|------|----|---------|--------------------------------|
| | | From | To | | |
| (i) | | | | | |
| (ii) | | | | | |
| (iii) | | | | | |
| (iv) | | | | | |
| (v) | | | | | |

2. Work Experience (list each job held, start with your present or last):

| | |
|-------------------|----------------------|
| Employee Address: | Job Title: |
| | From To Date |
| | StartingFinal Salary |
| Employee Address: | Job Title: |
| | FromTo Date |
| | StartingFinal Salary |
| Employee Address: | Job Title: |
| | FromTo Date |
| | Starting Salary |

Signature of Employer

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།
 རྒྱལ་གཞུང་གི་ལོ་ལོ་ལོ་ལོ་གསལ།



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

PART III: PAY FIXATION

1. Position Title:
 Position Level:

2. Agency in which appointment/extension is to be made:

3. Period of Contract

- a) Initial appointment: from _____ to _____
- b) Renewal/Extension: from _____ to _____

4. Emolument

Scale of Pay: Nu.

Basic Pay: Nu _____ (Ngultrums) _____ only.

5. Contract Allowance

of the basic pay, subject to review from time to time shall be given as contract allowance:
 Nu. _____ per month.

6. Other allowance (if entitled)

- a) _____ : Nu _____ per month.
- b) _____ : Nu _____ per month.
- c) _____ : Nu _____ per month.

Total (4+5+6) _____ : Nu _____

7. Deduction

All deductions such as Personal Income Tax, Health Contribution, Group Insurance and house rent (if a government house is allotted) shall be levied as per the prevailing rules.

Signature of Employer

Signature of Employee



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞིའི་འབྲུག་ལས་ཁུངས་ལྷན་ཚོགས།



ROYAL GOVERNMENT OF BHUTAN
ROYAL CIVIL SERVICE COMMISSION

PART IV: 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 the breach of any of the terms and conditions under this agreement by either party shall have recourse to a legal action/arbitration in a court of law in the Kingdom of Bhutan only.

IN WITNESS WHEREOF I,

employer

for and on behalf of the Royal Civil Service Commission, Government of Bhutan and

the contract employee have hereto set our hands this

day and year.

SIGNED by the said contract employee

day/month/year

(affix legal stamp)

In the presence of

SIGNED for and on behalf of the employer (RCSC):

day/month/year

In

the presence of



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞུང་གི་གཞི་རྒྱུ་ལྷན་ཚོགས།

ROYAL GOVERNMENT OF BHUTAN
ROYAL CIVIL SERVICE COMMISSION



OATH OF ALLEGIANCE

(CONTRACT EMPLOYEE)

I, _____ having been appointed as _____ do solemnly affirm that I shall faithfully and conscientiously discharge my duties as a contract employee of the Government of Bhutan; and that do right in all manner to people in accordance with the laws, rules and regulations and Code of Conduct and Ethics of the Kingdom of Bhutan, without fear or favour, affection or ill will; that I shall not directly or indirectly communicate or reveal to any person or persons any matter which shall be brought under my consideration or shall become known to me as a contract employee of the Government of Bhutan, except as may be required for the due discharge of my duties.

Date :

Name and Signature Place:
(Affix Legal Stamp)

Witness:

Name:

Signature



དཔལ་ལྷན་འབྲུག་གཞུང་།

རྒྱལ་གཞུང་ཞི་གཡོག་ལྷན་ཚོགས།

ROYAL GOVERNMENT OF BHUTAN
ROYAL CIVIL SERVICE COMMISSION



(Contract Extension Form)

- 1. Name: _____ 2. Emp. ID. No.: _____
- 3. Date of Birth _____ 4. Nationality _____
- 5. Permanent Address: _____
- 6. Present Ministry/Agency/School: _____
- 7. Appointment under Present Contract Service:
 - a) Date of Appointment: _____
 - b) Appointment Letter No.: _____
(Issued by the RCSC).
 - c) Position: _____ d) Position Level: _____ e) Pay Scale: _____
 - f) Basic Pay: _____ g) Contract Allowance: _____ % of basic pay.
- 8. Present Contract Term: from _____ to _____
- 9. Contract Term Extension requested for (in months): _____

During the contract extension period, the contract employee shall abide by the terms and conditions accepted by him at the time of initial appointment as revised based on mutual agreement. The new contract period shall be as approved by the Secretariat of the Royal Civil Service Commission or the competent authority with whom such powers are delegated as the case may be.

Signature of the
contract Employee
(Affix Legal Stamp)

Signature of HRO
Name:

Signature of Head of Agency
Name:

Extension of the contract term of the above contract employee is hereby approved for a further period of _____ months from _____ to _____

Other terms and conditions accepted by the contract employee at the time of initial appointment shall remain unchanged.

Place:
Date

Signature
Approving Authority