

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

**AGREEMENT  
(SERVICE TERMS AND CONDITIONS FOR CONTRACT EMPLOYEES  
EMPLOYED BY THE RCSC)**

**Parts-1 GENERAL CONDITIONS**

1. THIS AGREEMENT is made on day\_\_\_\_month\_\_\_\_year\_\_\_\_two thousand and \_\_\_\_\_between Royal Civil Service Commission, Royal 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 employee desires to engage the service of the employee on the terms and conditions hereinafter set forth: and

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

**2. Nature of Services**

- 2.1 The Employer shall employ the Employee and the Employee shall serve the Employer as or in Such other capacity/ place/department as the employer may from time to time require.  
2.2 The Employee shall be liable to be posted or transferred to any department or any part of the Country.

**3 Duration of Agreement**

- 3.1 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 such earlier termination as hereinafter provided.

**4. Documents and Oath of Secrecy:**

- 4.1 The Employee shall produce a Medical Certificate of fitness 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 of his/her last Employer at the time of reporting for duty.  
4.2 Upon joining duty in the organisation concerned, the Employee shall send a copy of his/her Joining Report through the controlling officer concerned to the Secretary, Royal Civil Service Commission, Thimphu.  
4.3 The Employee shall also bring ten copies of passport size photographs, six copies of which are required for obtaining his/ her Identity Card from the Immigration & Census Department, two copies for the Royal Civil Service Commission and two copies of affixing in his/her service record to be maintained by the Department concerned.  
4.4 The Employee shall produce a certificate issued by the police/local authorities of the area of his/her home address certifying that he/she is a bonafide inhabitant of that locality, or a letter from an Embassy of the country of which he/she is a national certifying/verifying the nationality of the individual concerned or a valid passport.  
4.5 The Employee shall produce attested true copies of his/her certificate/testimonials in support of his/her education qualifications, date of birth, experience etc. to the Secretary, Royal Civil Service Commission for records.  
4.6 The Employee shall sign an Oath of Secrecy in the prescribed format.

**Signature of Employer**

**Signature of Employee**

- 5      **Pay and Allowances:** The Employee will, during the employment pay to the Employee the pay and allowances specified in Part-III which shall be payable monthly in arrears on the last day of every calendar month.
- 6      **Duties:**
- 6.1     The Employee shall devote himself/herself exclusively to his/her duties or to such other duties as the Employer shall reasonably assign to him/her and shall personally attend thereto at all times by day or by night (including Sundays and Public Holiday 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 Employee shall promptly and faithfully obey, observe and comply with all lawful orders, instructions and direction of the Employer and observe all the rules and regulation and instruction in force for and in respect of the Royal Government of Bhutan's property and management thereof.
- 6.3     The Employee shall, whenever required by the Employer to give full and proper interaction in his/her occupation and in the specified duties of his/her office to such other person or persons as the Employer shall communicate to him/her and he/she shall convey to such person or persons any secret methods, processes or information learnt or acquired by him/her in the course of his/her employment herewith or otherwise.
- 7      **Leave and Travel:**
- 7.1     He shall be eligible for TA & DA, leave travel concession as per civil service rules
- 7.2     Travelling allowance to begin employment: An amount equal to the LTC that he/she would be entitled to shall be paid towards travel expenses to begin employment.
- 8      **Medical Facilities:**  
Medical treatment for the employee shall be provided by the Royal Government as per the prevailing Medical treatment rules.
- 9      **Housing and Furniture:**  
The Employee shall make his/her own arrangements with regard to housing and furniture. However, if Government accommodation is occupied house rent shall be deducted from the salary according to the prevailing civil service rules.
- 10     **Compensation for service incurred injury:**  
In the event of death, injury, or illness attributable to the performance of service on behalf of 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 grade of his/her post.
- 11     **Provident Fund:**  
The Employee shall not be covered by the Government Employee Provident Fund Scheme.
- 12     **Recoveries:**  
PIT shall be levied according to the General Provisions of the Income Tax Act of the Kingdom of Bhutan-2001.
- 13     **Terminal Benefits:**
- 13.1    Gratuity: For every completed year of satisfactory contract service, one month's last basic pay shall be paid as gratuity 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 contract service.

**Signature of Employee**

**Signature of Employee**

- 13.2 **Repatriation Benefits:**  
The following benefits shall be paid to the employee at the time of repatriation.
- I) Transfer grant according to the prevailing civil service rules.
  - II) Travelling allowance of an amount equal to the LTC that the employee is entitled to at the time of his/her repatriation.
14. **Mode of Payments:**  
Pay and allowances and all other entitlements under the agreement shall be payable only in Ngultrums.
- 15 **Code of Conduct and Ethics:**
- 15.1 The Employee shall at all times during the continuance of this Agreement use his/her best endeavors to promote the interest and welfare of the Employer.
  - 15.2 The Employee shall respect all the Bhutanese spiritual, traditional and cultural values and practices, and conform with the Royal Civil Service's Code of Conduct and Ethics. Accordingly, the Employee shall conduct himself/herself at all times and in such a manner that.
  - 15.3 He/she does not pose any danger to the socio-economic and political stability of the country;
  - 15.4 He/she does not involve in proselytization or undermine the traditional, cultural or religious values of the society;
  - 15.5 He/she does not bring any undesirable influence and harmful practices which may have a sinister impact on the society, sure as the use and abuse of narcotics;
  - 15.6 He/she does not engage in politicising the people or flaring up communal ill-feeling among the Bhutanese People;
  - 15.7 His/ her dress, behaviour and habits are congenial to decorum of the Bhutanese society;
  - 15.8 He/she 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/her repatriation;
  - 15.9 He/she shall refrain from visiting place/institution restricted for entry by foreigners without a specific written permit.
  - 15.10 He/she is prohibited from engaging in outside employment other than permitted by this agreement and shall avoid participating in paid activities.
  - 15.11 He/she avoids personal relationship with firms selling office or other equipment and to avoid the acceptance of favors or gifts, or being placed otherwise under obligation to any commercial representative or to any royal Government of Bhutan's client or customer.
- 16 **Rights and obligations of the employee:**
- 16.1 The Rights and Obligation of the Employee are strictly limited to the terms and conditions of this agreement. Accordingly, the Employee shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
  - 16.2 The Employee shall be solely liable for claims by third parties arising from the Employee's own negligent acts or commission in the course of performing this agreement, and under no circumstances shall Royal Government of Bhutan be held liable for such claims by third parties.
  - 16.3 The title right, 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 in the Royal Government of Bhutan.
  - 16.4 The Employee shall not be concerned or interested directly in any other business except that of the Employer.
  - 16.5 The Employee shall not any time during the continuance of his/her employment hereunder acquire or attempt to acquire any option or concession in Bhutan for himself/herself or any person.
  - 16.6 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/she may have been authorised by the Employer either generally or in any particular case.

**Signature of Employer**

**Signature of Employee**

- 17 **Unpublished Information:**
- 17.1 The employee shall not communicate to any person, government, or other Government of Bhutan any unpublished information made known to the Employee by reason of his or her association with the Royal Government of Bhutan except as required by this assignment or upon written authorisation by the Royal Government of Bhutan
- 17.2 The Employee shall not advertise or publicise his or her association with the Royal Government of Bhutan under this agreement nor shall the name, letter head, emblem, or official seal of the Royal Government of Bhutan be used for business or professional purposes or otherwise without the prior written approval of the Royal Government of Bhutan. Such materials intended for official use by employees of the Royal Government of Bhutan should not be permitted to come into the possession of person who might make unauthorised use of them, and generally should not be used for personal purposes. The provision shall survive the expiration or termination of this agreement.
- 18 **Confidentiality and Noncompetitions:**
- The Royal Government of Bhutan require, and the Employee agrees, that during the term of the employment and at any time thereafter without the Royal Government of Bhutan's advance written consent, the Employee will retain in confidence and not divulge or make available to any person, firm, corporation, or entity other than the Royal Government of Bhutan or its designee any information whatsoever, including the written embodiments of his services for the Royal Government of Bhutan in reports, studies, or the like acquired or developed by him/her during the term of his employment, which relates to or concerns the business or operation of the Royal Government of Bhutan or of its clients or customers.
- 19 **Renewal of Contract:**
- 19.1 Not less than six month before the date of which the employee's residential service in Bhutan under this Agreement will be due to expire, he/she shall inform the Employer in writing whether he/she desires to remain and continue in the service of the Employer which shall thereupon consider whether to re-engage the Employee, provided that any such re-engagement shall be upon sure condition, including the duration of the new contract, as shall be agreed upon between the Employer and Employee.
- 19.2 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 violation of the Civil Service Code of Conduct and Ethics.
- 19.3 Confidential Performance Ratings shall be an important determining factor for extension.
- 19.4 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 Office of the employing department.
- 20 **Termination of Contract:**
- 20.1 The party intending to terminate the contract before expiry of the term shall issue a minimum of one month's notice. One month's Basic Pay shall be paid by either party in the event of failure to give the required period of notice.
- 20.2 A civil servant/employee shall NOT be indispensable to the Royal Government of Bhutan and hence shall liable to be removed from service at any time when the Government finds his/her services redundant or in violation of ANY of these provisions.

**Signature & Seal of Employer**

**Signature of Employee**

**Legal Stamp**

- 21 **Dismissal for Misconduct:**  
If at any time during his employment by the Employer the employee shall be adjudicate gross misconduct or of any breach or non-observance of any of the stipulation herein contained and on his part to be performed and observed the Employee shall at the option and in the discretion of the Employer forfeit the gratuity provided and in addition to such forfeiture the Employer may terminate the Employee's employment forthwith and without any notice or payment in lieu of notice and upon such termination the Employee shall not be entitled to claim any compensation or damages for or in respect of such termination.
- 22 The Employee shall be paid his/her post service benefits upon completion of his her assignment under this agreement upon production of a no objection certificate from the Royal Audit Authority and the supervision department.

**Signature & Seal of Employer**

**Signature of Employee  
Legal Stamp**

Passport Size  
Photograph

**(PART-II BIO-DATA)**

23. Name:	24. Nationality:
25. Date of Birth:	26. Religion:
27. Name of parents or next to kin (with full address):	28. Permanent (Home) Address:
29. Post Office (at the permanent address)	30. Police Station (at the permanent address)

31. **Qualification** (list the name of degree and certificate)

Name of Institution	Place	Date		Field of Study	Degree/Diploma/ Certificate
		From	To		
(i)					
(ii)					
(iii)					
(iv)					
(v)					

32. **Employment experience** (list each job held, start with your present or last)

Employee Address:	Job Title:
	From                      Date                      To
	Starting                      Salary                      Final
Employee Address:	Job Title:
	From                      Date                      To
	Starting                      Salary                      Final
Employee Address:	Job Title:
	From                      Date                      To
	Starting                      Salary                      Final

**Signature of Employer**

**Signature of Employee**

**PART-III (PAY FIXATION)**

- 33 **Name of the Post:**  
a) Cadre:  
b) Grade:
- 34 **Agency/ Department in which appointment/ extension is to be made:**
- 35 **Period of contract:**  
1) Initial appointment date: From \_\_\_\_\_ to \_\_\_\_\_  
2) Renewal/Extension: From \_\_\_\_\_ to \_\_\_\_\_
- 36 **Emoluments:**  
Scale of Pay: Nu \_\_\_\_\_  
Basic Pay: Nu \_\_\_\_\_ Ngultrums \_\_\_\_\_ Only
- 37 **Contract Allowance:**  
30% of the net pay from time to time  
Shall be given as contract allowance : Nu \_\_\_\_\_ Per month
- Other allowance (if entitled)**  
1. \_\_\_\_\_ : Nu. \_\_\_\_\_ Per month  
2. \_\_\_\_\_ : Nu. \_\_\_\_\_ Per month  
3. \_\_\_\_\_ : Nu \_\_\_\_\_ Per month
- Total (36+37) \_\_\_\_\_ : Nu \_\_\_\_\_
- 38 **Deductions:**  
(Deductions on Salary Tax and house rent shall be levied as per the prevailing Civil Service Rules.

PART- IV  
Miscellaneous

- 39 **Laws:**  
The Agreement shall be construed according to and be governed by the LAWS of the Kingdom of Bhutan.
- 40 **Appeal:**  
Any appeal due to the breach of ANY of the contract 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, Royal Government of Bhutan and \_\_\_\_\_. The Employee has hereto set their hands this day and year.
- SIGNED by the said employee \_\_\_\_\_ date day/ month/year (affix judicial stamp)
- In the presence of \_\_\_\_\_
- SIGNED for and on behalf of the employer (RCSC): \_\_\_\_\_ date day/month/year
- In the presence of \_\_\_\_\_

**OATH OF SECRECY**  
(CONTRACT EMPLOYEE)

I, \_\_\_\_\_ having appointed as \_\_\_\_\_ do solemnly affirm that I will faithfully and conscientiously discharge my duties as an employee of the Royal Government of Bhutan; and that if do right to all manner of people in accordance with the laws, Rules and Regulation and Civil Service Code of Conduct and Ethics of the Kingdom of Bhutan, without fear form favor, affection or ill will; that I will not directly or indirectly communicate or reveal to any person or person any matter which shall be brought under my consideration or shall become known to me as an employee of the Royal Government of Bhutan except as may be required for the due discharge of my duties.

Date:

**Name and Signature**  
(Affix judicial stamps)

**Witness:**

Name:

Signature:



**ROYAL GOVERNMENT OF BHUTAN**

**ROYAL CIVIL SERVICE COMMISSION**  
(Contract Extension Form)

1. Name: \_\_\_\_\_ 2. Emp. ID No: \_\_\_\_\_
3. Date of Birth: \_\_\_\_\_ 4. Designation \_\_\_\_\_
5. Permanent Address: \_\_\_\_\_
6. Present Ministry/Department: \_\_\_\_\_
7. Appointment under Present Contract Service:  
a) Date of Appointment: \_\_\_\_\_  
b) Appointment Letter No: \_\_\_\_\_  
(Issued by RCSC)  
c) Cadre: \_\_\_\_\_ d) Grade: \_\_\_\_\_ e) Pay Scale: \_\_\_\_\_  
f) Basic Pay: \_\_\_\_\_ g) Contract Allowance: \_\_\_\_\_ % of Net Pay.
8. Present Contract Term: From \_\_\_\_\_ To \_\_\_\_\_
9. Contract Term Extension requested for (in months): \_\_\_\_\_
10. During the contract extension period, the contractee is to abide by the terms and conditions accepted by him/her at the time of initial appointment. The new contract period shall be as approved below by the Secretariat of the Royal Civil Service Commission.

\_\_\_\_\_  
Signature of the  
Contractee  
(Affix Legal Stamp)

\_\_\_\_\_  
Signature  
Head of Department/Div  
Name:  
Title:

\_\_\_\_\_  
Signature  
Head of Ministry/Agency  
Name:  
Title:

11. Extension of the contract term of the above contractee is hereby approved for a further period of \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_
12. Other terms and conditions accepted by the contractee at the time of initial appointment shall remain unchanged.

**Secretary**  
**Royal Civil Service Commission**