



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

**AGREEMENT ON SERVICE TERMS AND CONDITIONS
GENERAL AND ELEMENTARY SERVICE**

PART I: GENERAL CONDITIONS

1. Agreement

THIS AGREEMENT is executed on..... (DD/MM/YYYY) between (the RCSC/ Agency), Royal Government of Bhutan, hereinafter called “the employer” and Mr./Ms.....CID NO:....., 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 Government of Bhutan on these terms and conditions.

He shall serve the agency as or in such other capacity/place/department as the agency may from time to time as required.

He/she shall serve for a total period of months commencing from (DD/MM/YYYY) (hereinafter referred to as the contract period).

2. Remuneration and Benefits

2.1. Remuneration

- 2.1.1. The remuneration shall be fixed at the minimum of the pay scale and shall be entitled to annual increment.
- 2.1.2. A GSP/ESP employee appointed under the BCSR 2018 shall not be admissible for contract allowance.
- 2.1.3. A GSP/ESP shall be paid Difficulty Allowance posted to a place beyond one dholam from the motorable road and High Altitude Allowance as determined by the Government.

2.2. Leave and Travel

2.2.1. A GSP/ESP employee appointed under the provisions of the BCSR 2023 shall be eligible for Leave as specified in Schedule 8/A of the BCSR 2023.

2.2.2. A GSP/ESP shall be eligible for TA and DA as admissible to OC.

2.3. Medical Facility

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

2.4. Housing

2.4.1. 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.

2.5. Training

2.5.1. 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.

2.6. Pension, Provident Fund and Insurance

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

2.7. Deduction

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

2.8. Gratuity

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

- i. A GSP/ESP shall be entitled to receive one month's last basic pay as gratuity for every completed year of service;
- ii. 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;
- iii. 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

- 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 service.

3. Extension

- 3.1. Extension of service for GSP/ESP shall be granted by the recruiting Agency
- 3.2. A GSP/ESP's service may be extended with the consent of both the Agency and the employee concerned for terms not exceeding five years at a time. Agencies may determine the contract duration based on the need for effective management of the GSP/ESP.
- 3.3. Extension shall be granted only to those having clean service history, which shall not contain any record of indiscipline, adverse report, misdemeanour, financial dishonesty, or any act that is considered as violation of the Civil Service Values and Conduct and Administrative Discipline.
- 3.4. Performance shall be the main criterion for extension.

4. Termination of Service

- 4.1. A minimum of one month's notice shall be issued by the party intending to terminate the service before expiry of the term. Gross 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 in addition to Section 4.4.10.4 (i) (b)
- 4.2. 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.
- 4.3. 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.
- 4.4. A GSP/ESP shall be removed at any time if his service is not required and/or when the services are decided to be outsourced.

IN WITNESS WHEREOF, I,(employer) on behalf of the Agency 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
Agency: DD/MM/YYYY

In the presence of

Note: Employer and employee to sign in all pages of this document