

तत्र्वाः श्रें देरः वेदः तसेत्यः र्ह्यद्वा Bhutan Livestock Development Corporation Limited

Corporate Head Office





"Inspiring the growth of livestock entrepreneurs"

CONTRACT AGREEMENT

GENERAL CONDITIONS

I. Agreement
THIS AGREEMENT is executed on daymonthyear between the Bhutan Livestock
Development Corporation Limited (BLDCL) hereinafter called "the employer" and
hereinafter called "the contract employee".
WHEREAS the employer desires to engage the services of the employee on the terms and conditions set
forth; and WHEREAS the employee is ready to and willing to accept this engagement of service with
BLDCL on these terms and conditions.
II. Nature of Service
The contract employee shall serve the employer as or in such other
capacity/place/department/division as the employer may require from time to time.
III. Duration of Agreement
The employment shall be for a total period of Months commencing from the day
monthyear (Hereinafter referred to as the contract period), subject to premature termination
as hereinafter provided.
IV. Remuneration
The employee shall:
a) Be paid as mentioned below:
i. Basic Salary of Nu
ii. Contract allowance:% Nu
iii. Difficulty Area Allowance of Nu
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iv. Conveyance Allowance of Nu
v. Communication Allowance of Nu



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Thimphu: Bhutan



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Others

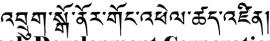
- b) The employee's total monthly remuneration amounts to Nu......
- c) Be eligible for annual increment if the contract term is more than a year;
- d) Be eligible for overtime payment as per the contract agreement, if required to work beyond the normal working hours;
- e) Not be eligible for pay revision if any, unless a new contract is implemented;
- f) Be eligible for Performance Incentive for the period during which he has rendered his service;

V. Duty

- a) The Terms of Reference (ToR) of the employee shall be framed by the concerned Department/Division/Unit Head and endorsed by the Management.
- b) The contract 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 night (including weekends and public holidays, if necessary) except in the case of illness or accident in which case the employee shall notify the employer and shall furnish such evidence as may be required.
- c) The contract employee shall obey and comply with all lawful orders, instructions and directions of the employer and observe all rules, regulations and instructions in force for and in respect of the BLDCL's property and management.
- d) The contract employee, whenever required by the employer, shall 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.
- e) The contract employee shall also comply with BLDCL Internal Service Rules and Regulations not covered under this agreement.

VI. Leave and Travel

The contract employee shall be eligible for TA & DA, Leave and Leave Travel Concession (LTC) and earned leave encashment as per the BLDCL Internal Service Rules and Regulations.



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VII. Compensation for Service Incurred Injury

In the event of death, injury or illness attributable to the performance of his/her duties on behalf of BLDCL under the terms of this agreement, the employee shall be entitled to compensation payable under Group Insurance Schemes (GIS) admissible for the position level. GIS shall meet the minimum requirement as specified under section 24 and 25 of Regulations on Workers' Compensation, MoLHR which provisions that:

- a) The company shall insure employees with an authorized insurer (name the Insurance Company) to ensure that all types and levels of compensations are covered by the insurance policy as per Labour Laws;
- b) The agreed premium shall be paid by the company and shall not be deducted from the employees' wage/salary.

VIII. Pension, Provident Fund and Insurance

An appointee under this rule shall be governed by the rules and regulations of the National Pension & Provident Fund and Employee Group Insurance Schemes.

IX. Terminal Benefits

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 in line with Labour Rules.

X. Code of Conduct and Ethics

The employee shall be bound by the Code of Conduct and Ethics prescribed in BLDCL Internal Service Rules.

XI. Rights and Obligations of the Employee

- a) The rights and obligations of the employee are strictly limited to the terms and conditions of this agreement and Chapter 3 on Recruitment, Selection and Appointment. Accordingly, the contract employee shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as explicitly mentioned in this agreement.
- b) The title right, copyrights, and all other rights of whatever nature in any material produced under



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the provision of this agreement by the contract employee shall be vested exclusively with BLDCL.

The contract employee shall not be concerned or interested directly in any other business except that of the employer.

d) 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 the employer may have authorized him/her either generally or in any particular case.

XII. Confidentiality and Non-competition

BLDCL requires, and the contract employee agrees that, during the term of employment and at any time thereafter, the contract employee shall retain in confidence and not divulge or make available without BLDCL's advance written consent to any person, firm, corporation or entity other than BLDCL or its designee, any information whatsoever. This includes the written embodiments of his/her services for BLDCL, 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 BLDCL or of its clients or customers.

XIII. Renewal/Extension of Contract

The contract shall be extended with the consent of both the employer and the employee, with two (2) months' notice to the approving authority.

XIV. **Termination of Contract**

The Employer/Employee intending to terminate the contract before expiry of the term shall issue a minimum of one (1) months' notice. In the event of failure to serve the notice in advance of the required period, the defaulter shall pay to the other, the basic pay of the employee for the stipulated notice period. The length of termination notice shall be same for the employer and the employee.

XV. **Dismissal for Misconduct**

If at any time during his employment, the contract employee shall be tried for gross misconduct after all procedures required by section 87 of the Labour and Employment Act of Bhutan 2007 have been compiled with or breach or non-observance of any of the stipulation herein this agreement. The employee shall, at the option and discretion of the employer, forfeit the gratuity.



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The contract employee shall be paid his post service benefits upon 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	
Witness	Witness	