



# AGREEMENT ON SERVICE TERMS AND CONDITIONS FOR GENERAL SERVICE PERSONNEL (GSP)

## Agreement

This Contract Agreement hereinafter referred to as "Agreement", is executed between the Food Corporation of Bhutan Limited, represented by the Chief Executive Officer or Director of FCBL, hereinafter referred to as "Employer" and Mr/Mrs/Ms.\_\_\_\_\_, hereinafter referred to as "Employee".

NOW, THEREFORE, the parties hereto agree as follows:

# Date of commencement & Tenure of appointment.

- 1. The appointment shall commence from \_\_\_\_\_(insert dd/mm/yyyy)
- 2. The FCBL hereby agrees to appoint the Employee for a period of \_\_\_\_\_years renewable annually based on the performance and approval of the CEO or the Director.
- 3. The Employee's service shall be governed by the Service Rules of FCBL.

# GENERAL TERMS OF APPOINTMENT

- 1. A candidate shall have attained a minimum age of 18 years and not more than 50 years at the time of recruitment.
- 2. Physical fitness of the candidate shall be taken into account.
- 3. Initial appointments shall be made for a period not exceeding two years.
- 4. A GSP employee shall sign an agreement with the Corporation specifying the terms and conditions at the time of appointment.
- 5. Performance appraisal of GSP employees shall be done on the agreed core competencies only.
- 6. A GSP employee shall not be eligible for transfer unless required by the Management.
- 7. A GSP employee shall be retired on completion of 56 years of age at the latest.

## **REMUNERATION AND BENEFITS**

## REMUNERATION

- 1. The remuneration of a GSP employee shall be paid as per the pay scale of Service Rules and Regulations and shall be entitled to an annual increment based on performance.
- 2. A GSP employee appointed under this rule shall not be admissible for contract allowance.





### LEAVE AND TRAVEL

1. A GSP employee appointed under the provisions of this rule shall be eligible for Earned, Maternity, Paternity, Casual, Medical, and Bereavement Leaves, LTC, TA & DA as admissible to Operational Position Category.

### MEDICAL FACILITY

• The FCBL Medical Benefit Rules where applicable shall apply for the GSP employee.

### HOUSING

• The GSP employee shall be entitled to housing allowance as per **Chapter 8; Annexure 14** (Subtopic "Housing Allowance").

### PENSION, PROVIDENT FUND AND INSURANCE

• The participation of both the GSP employee and employer in a Provident Fund Scheme shall be mandatory on completion of the probation period. However; participation may be initiated at the beginning of the probation period if agreed upon by both parties. The provident fund shall be initiated whether regular or long-term contract employees or wage workers, on completion of six months period.

### DEDUCTION

• All statutory deductions shall be levied according to the prevailing government taxation rules.

#### **RETIREMENT BENEFIT**

• The GSP employee shall be entitled to retirement benefits as per **0**, **Clause 16.3**.

#### EXTENSION

- 1. Extension of contract for GSP employees shall be granted by the authority which is vested with the powers to recruit them.
- 2. A GSP employee's contract may be extended / renewed with the consent of both the employer and the employee concerned for terms not exceeding two years at a time.
- 3. Extension shall be granted only to those having a clean service history, which shall not contain any record of indiscipline, adverse report, misdemeanor, or any act that is considered as violation of the FCBL Service Code of conduct and Ethics.
- 4. Performance shall be the main criterion for extension.

## TERMINATION OF CONTRACT

1. A minimum of one month's notice shall be issued by any party intending to terminate the contract before expiry of the term. Basic 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.





- 2. The Services of a GSP employee shall be terminated without any notice or payment in lieu of notice if the employee has been guilty of serious misconduct that makes it unreasonable of the employer to continue to employ that employee if:
  - a) the employer has first taken all reasonable steps to ascertain whether or not the employee's conduct amounts to serious misconduct;
  - b) The employee has been given a reasonable opportunity to defend himself or herself against the allegations.

A GSP employee shall be removed at any time as per Section 82 of the Labour and Employment Act of Bhutan 2007, if his/her service is not required and/or when the Company decides to outsource the service.

In Witness whereof I, Regional Man	ager, for and on behalf of the Food Corporation of Bhutan
and Mr/Mrs/Ms:	, have hereto set our hands on
(insert dd/mm/yyyy).	

SIGNED BY:			Affix		
			Legal		
Acting Director	cting Director (Name and Signature of the Employee)		Stamp		
Food Corporation of Bhutan Limited					
In the presence of:					
Witness	Wi	tness			
Signature:	Sig	Signature:			
Address:	Ad	Address:			