



विदेश मंत्रालय, नई दिल्ली
MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI
RTI MATTER
BY REGISTERED POST WITH AD

DIII/551/10/2015

30th October, 2015

Mr. Gurpreet Singh Bal,
11/70-A, 2nd Floor,
Tilak Nagar Near Mother Dairy,
Delhi-110018

**Subject: Ref: RTI Application Registration No. MOEAF/R/2015/60979
dated 17.09.2015, Information sought under RTI Act 2005.**

Sir,

Please refer to your RTI application on the above subject. The requested information is given ad seriatim.

(1), (2) – The Model Contract circulated to foreign representatives which contains provision for leave is purely recommendatory. It is incumbent on the Foreign Mission as to how they regulate the leave under general guidelines circulated by Ministry.


2. If you are not satisfied with this reply, you may file an appeal to Chief of Protocol, Ministry of External Affairs, 149 A, South Block, New Delhi within a month from the date of receipt of this letter.

Yours faithfully,

(Arif Saeed)
Deputy Chief of Protocol
Tel. No.- 4901 5445 Fax – 4901 544

N.O.O.:

1. JS(COP)
2. US(RTI)
3. DS(DD)
4. PO(XMM)


(Arif Saeed)
Deputy Chief of Protocol



भारत सरकार
विदेश विभाग

Protocol III Section
Akbar Bhavan

No. D.III/465/7/2010

January 07, 2011

The Ministry of External Affairs presents its compliments to all the Diplomatic Missions / Posts, UN and other Intergovernmental Agencies in the territory of India and with reference to this Ministry's Note Verbale No. D.III.451/(18/11)/75(PH-124) dated 29th November 1975 regarding the Model Contract Form containing term and conditions of service of locally recruited staff in their Missions and subsequent amendments in this regard circulated vide Notes No D.III/465/64/87 dated 2nd November 1988, dated 20th May 2004 and dated 25th April 2006, has the honour to enclosed herewith a revised 'Model Contract Form'.

The model contract form attached herewith may please be seen as indicating the minimum terms that should be offered to the Indian employees. The Missions would be at liberty to offer larger benefits to their employees than are provided for under the model contract, if they so wish. The model contract may accordingly be modified by agreement between the parties, if deemed necessary.

The Ministry of External Affairs avails itself of this opportunity to renew to all the Diplomatic Missions / Posts and UN and other Intergovernmental Agencies in the territory of India the assurances of its highest consideration.

All Diplomatic Missions/Posts and
UN and other Intergovernmental Agencies
in the territory of India



As issued on January 7, 2011 by Ministry of External Affairs, New Delhi

MODEL CONTRACT FORM

This service contract has been concluded between
the _____ (Name of the Mission) and Mr./Mrs./Miss
_____ (Name of the employee), resident
of _____ on the following terms
and conditions:

1. Particulars of the person to be employed:

- a) Name of the employee
- b) Father's Name:
- c) Place and date of birth:
- d) Nationality:
- e) Sex:
- f) Education Qualifications:

2. Designation of the employee:

Translator
Secretary
Typist
Receptionist
Switchboard Operator
Driver
Cook
Waiter
Bearer
Mali (Gardner)
Chowkidar (Watchman)
Peon
Others

3. Probation Period:

One to three months as mutually agreed. During the period of probation, the services of the employee may be terminated without notice and without assigning any reason thereof.

If the services of the employee are terminated during the period of probation he/she will be allowed reasonable time, not less than 7 days for vacation of accommodation which might have been provided by the Mission.

4. **Scale of pay and allowances:**

- (i) Pay and scale of pay:
- (ii) Allowances:

Note:

1. The Ministry of Labour & Employment keeps updating minimum standard wages for Skilled, Semi-Skilled & Un-Skilled workers from time to time. The latest information can be accessed through its website i.e. <http://labour.nic.in/wagecell/minwages.htm> and the same may be extended to the relevant category of local staff employed by the Mission.

2. The employee shall also be entitled for annual increase in salary which shall, at least, be linked to the rise in Consumer Price Index besides the annual increments.

5. **Bonus or ex-gratia payment:**

One month's additional salary for each year of completed service, payable annually.

6. **Leave:**

(a) Annual Leave: 30 days (This leave could be accumulated upto a maximum period of 120 days).

(b) Paid Sick Leave: 30 days per year of service. Entitlement of sick leave becomes operative after 3 months service and would be available on production of a medical certificate.

(c) Maternity Leave: Three Months

(d) Casual Leave: 12 days in a year

(e) Other holidays: Holidays observed by the Mission will be applicable to local employees as well employees of the categories such as Chowkidars, Cooks, Waiters etc. might be given compensatory leave in lieu of such holidays particularly for days which are observed as holidays in India.

7. **Working Hours:**

8 hours per day exclusive of lunch hour; 5 working days = 40 hours per week.

Or As mutually agreed upon in writing.

8. **Overtime:**

At double the rate of regular employment.

9. **Retirement Age:**

60 years. An employee may be given extension beyond 60 years at the discretion of the Mission.

10. **Termination of Employment:**

(a) Notice: One month on either side or one month's salary in lieu thereof.

(b) The grounds of termination of the contract from the Embassy will be (a) inadequate performance (b) willful misconduct, disobedience or neglect of duties, (c) breach of security, (d) discourtesy, misbehavior with colleagues or superiors, and (e) frequent lack of punctuality without due justification to the satisfaction of the Mission. In keeping with laws of natural justice, the Mission should take care to avoid unilateral/arbitrary action. The Mission is required to serve a show cause notice on the employee before termination except in case of breach of security.

(c) Terminal Benefits: One month's salary for each completed year of service for employee with a minimum of one year's service. Terminal benefits will be paid when the termination takes place on any ground including on grounds of dismissal, ill health, redundancy or old age retirement. These terminal benefits would also apply in the case of voluntary resignation. Salary in this clause would mean last salary drawn at the time of termination. There will not be any monetary ceiling in the amount of gratuity to be paid to the employee.

(d) In addition to benefits in (c), under the Employees Provident Fund Scheme every employee shall be entitled and required to become a member of the Fund from the date of joining. According to this scheme, each employee will contribute 10% or 12% of his salary as provided under Employee Provident Fund Act towards provident fund and an equal amount will be deposited by the Employer. The total amount with interest will be paid to the employee on resignation, termination or retirement.

The benefits in (c) and (d) above will also be available to the dependents/legal heirs of the employee in the event of his/her death during service.

Note : The above sets out the minimum standard for the employment of local employees of the foreign Missions/Posts in India. The Missions, however, will be free to give benefits to their employees which are larger than those set out above. They may modify the terms and conditions contained in the Model Contract Form to give larger benefits to their employees.
