



विदेश मंत्रालय, नई दिल्ली
MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI

DIII/551/11/2015

14th July, 2015

Mr. Piyush Joshi,
Flat No. 801-802, Tower 7,
The Palms, South City-1,
Gurgaon, Pin 122002

**Subject: Ref: RTI Application Registration No. MOEAF/R/2015/022241 dated 28.05.2015,
Information sought under RTI Act 2005.**

Sir,

Please refer to your RTI application dated 24.06.2015 on the above subject. It may be mentioned that answers to questions from 1 to 4 pertain to this Ministry. The information required is attached along with the Ministry's Note Verbale as detailed below:

- A. Ministry's Note Verbale DII/451(18/11)/75(PH-124) dated 29.11.1975
- B. Ministry's Note Verbale DII/465(64)/D-III/87 dated 02.11.1988
- C. Ministry's Note Verbale DIII/465/7/2010 dated 07.01.2011

- 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,

(Puran Mehra)

Protocol Officer-(III)

Tel. No.- 4901 5425 Fax – 4901 5446

N.O.O:

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

(Puran Mehra)

Protocol Officer-(III)

(Enclosure to Note No. D-III/465(64)/D-III/87 dated 2 November 1988)

D.II/451(18/11)/75(PH-124)

November 29, 1975

The Ministry of External Affairs presents its compliments to Foreign Diplomatic Missions in India and has the honour to say that at present the employment of local staff in many Missions is not governed by any well-defined system, which would give a clear indication of the terms and conditions of service of their employees. This has often resulted in dispute, particularly over terminal benefits, in which the Ministry has been called upon to intercede.

2. The Ministry of External Affairs has given considerable thought to this matter and feels that in order to reduce the chances of these disputes arising it would be appropriate for the employees to have a clear idea of their rights and obligations in respect of such employment. The Ministry has consequently formulated a model contract containing the terms and conditions of Employment which Diplomatic Mission might enter into with their Indian employees in order to ensure that both sides are aware of their rights and obligations arising under such employment.

3. The model contract form attached herewith may 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 general idea is that the terms of service of Indian employees of diplomatic Missions should be specified in a clear manner so that both sides are aware of their rights and obligations, thereby reducing, if not altogether eliminating, the causes of differences and disputes.

4. The Ministry avails itself of this opportunity to renew to foreign diplomatic Missions in India the assurances of its highest consideration.

**All Foreign Diplomatic Missions in India,
New Delhi.**

Annexe XV Contd.

No. D-III/465(64)/D-III/87

November 2, 1988

The Ministry of External Affairs presents its compliments to foreign Diplomatic Missions in India and has the honour to enclose a copy of Note Verbale No. DII/451/(18/11)/75 (PH-124) dated 29th November 1975 along with its enclosures regarding terms and conditions of service of locally recruited staff in their Mission. The Foreign Missions may wish to note the following small changes in the enclosed "Model Contract"

Item 10 (b) - The amount of maximum Gratuity should be raised from 15 months pay to 16½ months pay as in the case of Government servants or alternatively a monetary ceiling of Rs. 1 lakh may be prescribed.

Item 10 (c) - The qualifying period for membership of provident fund may be reduced from 1 year service to 3 months continuous service as provided under the Employees Provident Fund Scheme.

Rate of Provident Fund contribution may rise from 8% to 8 1/3 or 10% as provided under Employees Provident Fund Act.

The Ministry avails itself of this opportunity to renew to the foreign Diplomatic Missions in India the assurances of its highest consideration.

All foreign Diplomatic Mission in India. New Delhi.

All foreign Diplomatic Missions in India,
New Delhi



1970-1971
MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI

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



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 or 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.
