

-32-

No. F 20 (16)-E. III/55

MINISTRY OF FINANCE

OFFICE MEMORANDUM

New Delhi, Dated 4th June 1955

SUBJECT:—*Model Agreement Forms*

The undersigned is directed to invite a reference to the Ministry of Finance O.M. No. F. II(29)-Est.III/48, dated 18-10-1948, on the subject mentioned above, and to state that in supersession of that Office Memorandum the revised Model Agreement Forms enclosed herein should be used in place of those referred to in Appendix 27 of the P. & T. Compilation of the Fundamental and Supplementary Rules. The amendments/alterations to the various clauses have been made in the light of the present constitutional changes, etc.

MOKAND LAL,

Under Secretary to the Government of India.

To

All Ministries of the Government of India, the Cabinet Secretariat; the Prime Minister's Secretariat; the Secretariat of the Development Board; the Partition Secretariat; the Secretary to the President; the Parliament Secretariat; the Election Commission of India and Planning Commission; Cabinet Secretariat (O. & M. Division).

No. F.20.(16)-Estt.III/55.

Copy forwarded to all State Governments and Chief Commissioners.

Copy also forwarded to the Military and Private Secretaries to the President; the Registrar, Supreme Court; the Union Public Service Commission; the Secretary General Indian Red Cross Society, New Delhi; the Controller General, Army Provision (Eastern Group); the Financial Commissioner, Railways; the Controller and Auditor General of India; all Accountants General including Accountant General, Posts and Telegraphs; and Comptrollers including Comptroller Orissa State Branch, Mayurbhanj House, Puri, B. H. Railway; the Deputy Accountants General under the Accountant General, Posts and Telegraphs; the Accounts Officer, Telegraphs Check Office, Calcutta; the Accountants General, Food, Industries and Supplies, New Delhi, Bombay and Calcutta; the Deputy Accountant General, Food, New Delhi; the Audit Officer, Tungbhadra Project; Financial Adviser and Chief Accounts Officers, Hirakud Right Bank the Director of Audit, Defence Services; the Director of Railway Audit all Railways Audit offices under his control; Financial Adviser and Chief Accounts Officer, Northern Railway, Delhi; Financial Adviser and Chief Accounts Officer, Eastern Railway, Calcutta; Financial Adviser and Chief Accounts Officer, North Eastern Railway, Gorakhpur; Financial Adviser and Chief Accounts Officer, Western Railway, Bombay; Financial Adviser and Chief Accounts Officer, Southern Railway, Madras; Financial Adviser and Chief Accounts Officer, Chittaranjan Locomotive Works, Chittaranjan; the Director of Railway Clearing Accounts Office; All Divisions of the Finance Ministry including the Department of Economic Affairs and the Financial Adviser, Delhi State; National Savings Commissioner; the Controller of Coal Accounts; the Mint Masters, Bombay and Calcutta and the Master India Security Press, Nasik Road; the Master, India Government New Mint, (Alipore), Calcutta-27; Master of the Mint, India Government Mint, (Hydrabad Deccan); Assay Master and Superintendent Silver Refinery Project, c/o the India Government Mint, Alipore, Calcutta-27; the Administrative Officer, Burma Supply Mission, New Delhi; the Economic Committee of the Cabinet; the International Labour Officer, Indian Branch, New Delhi; Office of the Representative in India, Ministry of Supply Mission, United Kingdom, New Delhi; Damodar Valley Corporation, Andersan House, Alipore, Calcutta; Rehabilitation Finance Administration Community Projects Administration, New Delhi and Mr. L. S. Chaudhuri, Examiner, Local Fund Accounts Punjab, Simla; Department of Atomic Energy, Bombay.

(Initial agreement for recruitment outside India, with Memorandum for re-engagement for a further definite period).

NOTICE

It must be understood that although the agreement as required by law is in form an agreement with the President of India, this appointment is made by the Government of India. A person selected to fill it will be subject in all respects throughout his service to the orders of that Government.

ARTICLE OF AGREEMENT made the.....day of one thousand nine hundred and.....BETWEEN.....of.....of the one part and the President of India (hereinafter called "the Government") of the other part WHEREAS the Government have engaged the party of the first part and the party of the first part has agreed to serve the Government on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows :—

1. The party of the first part shall be provided with a *first or appropriate tourist class passage to India and on being provided with such passage shall proceed thither within such time and by such vessel as may be prescribed by or on behalf of the Government.

2. The party of the first part shall on arrival in India forthwith report himself for duty without avoidable delay as directed by the officers of the Government and shall submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Government and shall, from the date of disembarkation at a port in India remain in the service for the term of years date of his embarkation for India subject to the provisions herein contained. He shall devote his whole time to his duties and at all times obey the rules, including the Government Servants Conduct Rules, prescribed from time to time for the regulation of the branch of the public service to which he may belong and shall, whenever required, proceed to any part of India and there perform such duties as may be assigned to him.

3. If the party of the first part fails to proceed to India or to join his appointment there as ordered or if he at any time during the said term of.....years voluntarily quits the service without giving due notice and without the permission of the Government, he shall forthwith on demand repay to the Government the cost of the passage provided under Clause 1 hereof.

4. The service of the party of the first part may be terminated as follows :—

- (1) At the end of the first year by either party without notice.
- (2) At any time on three calendar month's notice in writing given to him by the Government if, in the opinion of the Government, the party of the first part proves unsuitable for the efficient performance of his duties during service under this Agreement.
- (3) By the Government without previous notice if the Government are satisfied on medical evidence that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill health for the discharge of his duties in India. PROVIDED always that the decision of the Government that the party of the first part is likely to continue unfit shall be conclusively binding on the party of the first part.

*Note.—The inappropriate words should be struck out at the time the agreement is entered into. If, at the time of booking a passage, a tourist class passage appropriate to the status of the party of the first part is not available at a cost less than the cost of a second class B passage, the latter class of passage will be provided.

- (4) By the Government or their officers having proper authority without any previous notice if the party of the first part shall be guilty of any insubordination, intemperance or other misconduct or of any breach or non-performance of any of the provisions of these presents or of any rules pertaining to the branch of the public service to which he may belong.
- (5) By six calendar month's notice in writing given at any time during service under this agreement (except during the first year thereof) either by him to the Government or by the Government or their authorised officer to him without cause assigned.

PROVIDED always that the Government may in lieu of any notice herein provided for give the party of the first part a sum equivalent to the amount of his pay for six months or shorter notice than six months if they pay him a sum equal to the amount of his pay for the period by which such notice falls short of six months. PROVIDED further that in the event of a notice being given under sub-clause (2) of this clause the word "three" shall be read in place of the word "six" in the preceding proviso.

The term "pay" for the purpose of this clause shall mean the pay (including special pay and personal pay, if any) the party of the first part is receiving under these presents at the time, unless he is receiving officiating pay in which case it shall mean the pay (including special pay and personal pay, if any) of his substantive appointment.

5. If the party of the first part be suspended from duty during investigation into any charge of misconduct mentioned in sub-clause (4) of clause 4 hereof, he shall not be entitled to any pay during such period of suspension but shall be entitled to receive subsistence grant at such rate as the Government may decide to allow him.

6. The scale of pay attached to the post of to which the party of the first part is appointed shall comprise the following monthly rates of pay in successive stages of twelve month's service.

Stages	Pay Rs.		
1
2
3
etc.			

He shall from the date of his embarkation for India his disembarkation in India be granted pay at the the execution of this Agreement

rate of rupees..... per mensem in the aforesaid scale and shall receive pay in the succeeding stages provided for in that scale in accordance with the provisions of the rules from time to time in force and applicable to his case, service in the stages reckoning from the aforesaid date. The pay from time to time payable to him under these presents shall be paid for such time as he shall serve under this agreement and actually perform his duties commencing from the aforesaid date and ceasing on the date of his quitting service in India or on the date of his discharge therefrom or on the date of his death if he shall die whilst in service. If at any time the party of the first part proceeds on deputation out of India, his pay during the period of his deputation shall be regulated by the ordinary rules regarding deputation.

7. The party of the first part shall be eligible subject to the exigencies of the public service, for leave and leave salary under the rules contained in appendix 10 of the P. & T., Compilation of the Fundamental and Supplementary Rules, Vol. II, as amended from time to time if on the date of this agreement he has his domicile elsewhere than in Asia, otherwise under the rules in Appendix 10-B *ibid*.

8. If the party of the first part is required to travel in the interest of the public service, he shall be entitled to travelling allowance on the scale provided for in the rules supplementary to the Fundamental Rules framed by the Government from time to time in force and applicable to his case and similar travelling allowance shall also be payable to him in respect of his journey from the port of disembarkation to his station on first joining the appointment.

9. The party of the first part shall be eligible for any concessions in relation to medical attendance and treatment that may be prescribed by the Government for the class of officers serving in the same station to which the Government may declare the party of the first part to correspond in status or conditions of service.

10. J
* shall be per
† shall be

II.
comes or c
Insurance
time being
payable by
one half
Pensions
United K
by the G
Approved
charge in

12.
under th
concerns

I
part sh
or in pe
that m
in the
to whic
of such
shall o

in the

unde
prepr
servi
the
to
that
such
tern
if h
on l
nor

ad/
sul
an
eri

ag
F
A
c
o

th
th
B

b
i

7

34

8

10. During his service under these presents, the party of the first part ^{*}shall be permitted to subscribe to the Contributory Provident Fund (India), and shall [†]be subject to the rules of that Fund from time to time in force.

11. ‡If during his service under these presents the party of the first part becomes or continues to be insured as a Voluntary Contributor under the National Health Insurance Acts and Widows, Orphans' and Old Age Contributory Pension Acts for the time being in force, the Government shall pay one half of the combined contribution payable by him as such contributor during the first five years of his service and thereafter one half of the contribution payable by him as a contributor under the Contributory Pensions Acts only, and in that event he shall authorise the Government to pay in the United Kingdom on his behalf the balance of such contribution and the surrender by the Government at the appropriate time of the duly stamped contribution card to his Approved Society or the appropriate Insurance Department shall be a sufficient discharge in respect of any liability incurred by the Government under this clause.

12. In any payments made to the party of the first part in the United Kingdom under these presents the rate of exchange then applicable to the class of transaction concerned as decided by the Government from time to time shall be observed.

13. Notwithstanding anything herein before contained, the party of the first part shall, unless otherwise decided by the Government, be entitled to receive, in whole or in part, as may be authorised by the Government, the benefits of any improvement that may be sanctioned by the Government subsequent to the date of these presents in the terms and conditions of service of members of the branch of the public service to which he may for the time being belong and decision of the Government in respect of such improvement in the terms and conditions of service of the party of the first part shall operate so as to modify to that extent the provisions of these presents.

14. All acts authorised or required to be done by the Government may be done in the United Kingdom by the High Commissioner for India acting on their behalf.

15. On the completion by the party of the first part of his full term of service under this Agreement, or on his being allowed by Government to proceed on leave preparatory to his retirement on the expiry of that term, or on the determination of his service by Government under sub-clause (1), (2), (3) or (5) of clause 4 hereof the Government shall provide him with a §first or appropriate tourist class passage to England (or at his option with a passage to any other country at a cost not exceeding that of a first or appropriate tourist class passage to England) provided that he claims such passage and leaves India within three months of the completion of the said term or of the commencement of his leave or of the determination of his service, and that if his service is determined on account of ill-health, such ill-health has not been brought on by his neglect, carelessness or misconduct (of which the certificate of a medical officer nominated by the Government shall be conclusive).

16. Notwithstanding anything hereinbefore contained, the pay and leave salary admissible under these presents, whether payable in India or elsewhere, shall be subject to any emergency cut that may be ordered by the Government for the same period and on the same terms as for other officers under the administrative control of the Government.

17. In respect of any matter for which no provision has been made in this agreement the provisions of the Civil Services (Classification, Control and Appeal) Rules, any rules made thereunder and any other rules made or deemed to be made under Article 309 or continued under Articles 313 of the Constitution, shall apply to the extent to which they are applicable to the service hereby provided for and the decision of the Government as to their applicability shall be final.

*For optional subscriber.

†For compulsory subscribers.

Note:—The inappropriate words should be struck out at the time the agreement is entered into. The prospective employee should be given the option to accept either of the above alternatives, but he should be informed that unless he accepts the one providing for compulsory subscription, he will not be entitled to join the Sterling Branch of the Provident Fund.

‡For subordinate personnel only.

§Note:—The inappropriate words should be struck out at the time the agreement is entered into. If at the time of booking a passage a tourist class passage appropriate to the status of the party of the first part is not available at a cost less than the cost of a second class B passage, the latter class of passage will be provided.

In witness whereof the party of the first part and.....on behalf of the President of India have hereunto set their hands the day and year first above written.

Signed by.....the party of the first part in the presence of.....

Signed by..... on behalf of the President of India in the presence of.....

MEMORANDUM

The within named.....has been re-engaged and his service extend for a further period of.....years subject mutatis mutandis to the conditions of the within Agreement and his scale of pay shall as from the..... day of.....henceforth comprise the following monthly rates of pay in successive stages of twelve months service :—

Stages				Pay
I	..	..	..	Rs.
2	..	..	..
3	..	..	..
etc.				

In addition, he shall be eligible for the grant of passages at expense of the State as provided in the

In witness where of the party of the first part and on behalf of the President of India have hereunto set their hands on the.....day of.....19 ..

Model Agreement Form No. II

(Initial agreement for recruitment in India, with Memorandum for re-engagement for a further definite period).

NOTICE

It must be understood that although the agreement as required by law is in form an agreement with the President of India, this appointment is made by the Government of India. A person selected to fill it will be subject in all respects throughout his service to the orders of that Government.

ARTICLES OF AGREEMENT made the.....day of one thousand nine hundred and..... BETWEEN..... of.....of the one part and the PRESIDENT OF INDIA (hereinafter called "the GOVERNMENT") of the other part.

WHEREAS the GOVERNMENT have engaged the part of the first part and the party of the first part has agreed to serve the GOVERNMENT on the terms and conditions hereinafter contained. NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows :—

1. The party of the first part shall submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Government and shall remain in the service for the term of.....years commencing from the.....day of.....19..... subject to the provisions herein contained.

2. The party of the first part shall devote his whole time to his duties and at all times obey the rules including the Government Servants Conduct Rules prescribed from time to time for the regulation of the branch of the public service to which he may belong, and shall, whenever required, proceed to any part of India and there perform such duties as may be assigned to him.

3. Th

(1)

(2)

(3)

(4)

(5)

PRC
vided for
months of
pay for th
that in th
"three" s

The
pay and p
at the tir
(includir

4.
any char
be entitl
subsister

5.
first part
stages of

He s

be gran
shall r
the pr
in the
to hir
Agree
ceasin
from
of the
deput

publi
of th
Vol.

(1) At the end of the first year by either party without notice.

(2) At any time on three calendar months' notice in writing given to him by the Government if, in the opinion of the Government, the party of the first part proves unsuitable for the efficient performance of his duties during service under this agreement.

(3) By the Government without previous notice if the Government are satisfied on medical evidence that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill-health for the discharge of his duties in India. PROVIDED always that the decision of the Government that the party of the first part is likely to continue unfit shall be conclusively binding on the part of the first part.

(4) By the Government or their officers having proper authority without any previous notice if the party of the first part shall be guilty of any insubordination, intemperance or other misconduct or of any breach or non-performance of any of the provisions of these presents or of any rules pertaining to the branch of the public service to which he may belong.

(5) By six calendar months' notice in writing given at any time during service under this agreement (except the first year thereof) either by him to the Government or by the Government or their authorised officer to him without cause assigned.

PROVIDED always that the Government may in lieu of any notice herein provided for give the party of the first part a sum equivalent to the amount of his pay for six months or shorter notice than six months if they pay him a sum equal to the amount of his pay for the period by which such notice falls short of six months. PROVIDED further that in the event of a notice being given under sub-clause (2) of this clause the word "three" shall be read in place of the word "six" in the preceding proviso.

The term 'pay' for the purpose of this clause shall mean the pay (including special pay and personal pay, if any) the party of the first part is receiving under these presents at the time, unless he is receiving officiating pay in which case it shall mean the pay (including special pay and personal pay, if any) of his substantive appointment.

4. If the party of the first part be suspended from duty during investigation into any charge of misconduct mentioned in sub-clause (4) of clause 3 hereof, he shall not be entitled to any pay during such period of suspension but shall be entitled to receive a subsistence grant at such rate as the Government may decide to allow him.

5. The scale of pay attached to the post of to which the party of the first part is appointed shall comprise the following monthly rates of pay in successive stages of twelve months' service :-

Stages	Pay Rs.
1
2
3
etc.	

He shall from the

be granted pay at the rate of Rupees per mensem in the aforesaid scale and shall receive pay in the succeeding stages provided for in that scale in accordance with the provisions of the rules from time to time in force and applicable to his case, service in the stages reckoning from the aforesaid date. The pay from time to time payable to him under these presents shall be paid for such time as he shall serve under this Agreement and actually perform his duties commencing from the aforesaid date and ceasing on the date of his quitting service in India or on the day of his discharge therefrom or on the day of his death if he shall die whilst in service. If at any time the party of the first part proceeds on deputation out of India, his pay during the period of his deputation shall be regulated by the ordinary rules regarding deputation.

6. The party of the first part shall be eligible, subject to the exigencies of the public service, for leave and leave salary under the rules contained in Appendix 10-B of the P. & T Compilation of the Fundamental and Supplementary Rules, Vol. II as amended from time to time.

7. If the party of the first part is required to travel in the interests of the public service, he shall be entitled to travelling allowance on the scale provided for in the rules supplementary to the Fundamental Rules framed by the GOVERNMENT from time to time in force and applicable to his case.

8. The party of the first part shall be eligible for any concessions in relation to medical attendance and treatment that may be prescribed by Government for the class of officers serving in the same station to which the Government may declare the party of the first part to correspond in status of conditions or service.

9. During his service under these presents, the party of the first part shall be permitted to subscribe to the Contributory Provident Fund (India) and shall be subject to the rules of that Fund from time to time in force.

10. In any payments made to the party of the first part in the United Kingdom under these presents the rate of exchange then applicable to the class of transaction concerned as decided by the GOVERNMENT from time to time shall be observed.

11. Notwithstanding anything hereinbefore contained, the party of the first part shall, unless otherwise decided by the Government be entitled to receive, in whole or in part, as may be authorised by the Government, the benefits of any improvement that may be sanctioned by the Government subsequent to the date of these presents in the terms and conditions of service of members of the branch of public service to which he may for the time being belong and the decision of the Government in respect of such improvement in the terms and conditions of service of the party of the first part shall operate so as to modify to that extent the provisions of these presents.

12. All acts authorised or required to be done by the Government may be done in the United Kingdom by the High Commissioner for India acting on their behalf.

13. Notwithstanding anything hereinbefore contained the pay and leave salary admissible under these presents whether payable in India or elsewhere shall be subject to any emergency cut that may be ordered by the Government for the same period and on the same terms as for other officers under the administrative control of the Government.

14. In respect of any matter in respect of which no provision has been made in this agreement the provisions of the Civil Services (Classification, Control and Appeal) Rules any rules, made thereunder and any rules made or deemed to be made under Article 309 or continued under Article 313 of the Constitution shall apply to the extent to which they are applicable to the service hereby provided for and the decision of the Government as to their applicability shall be final.

In witness whereof the party of the first part and.....to the Government of India in the Ministry of.....on behalf of the Governor General of India have hereunto set their hands the day and year first above written.

Signed by.....the party of the first part in the presence of.

Signed by..... the said to the Government of India in the Ministry of on behalf of the President of India in the presence of

MEMORANDUM

The within named has been re-engaged and his service extended for a further period of years subject mutatis mutandis to the conditions of the within agreement and his scale of pay shall as from the day of henceforth comprise the following monthly rates of pay in successive stage of twelve months' service :-

Stages	Pay Rs.
I	
2	
3	
etc.	

In witness whereof the party of the first part and on behalf of the President of India have hereunto set their hands on the day of 19 .

*For optional subscribers

†For compulsory subscribers

Note :-The inappropriate words should be struck out at the time the agreement is entered into. The prospective employee should be given the option to accept either of the above alternative, but he should be informed that unless he accepts the one providing for compulsory subscription he will not be entitled to join the Sterling Branch of the Provident Fund.

an a
verr
his :

one
BET

of th
ME
GO
day
WH
now
ME

as 1

mer
by
obe
to t
sha
as 1

pro
age
ret
sub
to