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F.No.OI-11012/39/2012-EP-I (Pt)

12th June, 2014

To

All POEs

Subject: Labour Agreement for Domestic Sector Workers

It is informed that Government of India, Ministry of Overseas Indian Affairs signed Labour Agreement for Saudi Arabia on 27th April, 2014.

2. In pursuance of this agreement, this Ministry have recently negotiated the Standard Employment Contract in respect of Domestic Sector Workers with Saudi Arabia, which is hereby attached/enclosed herewith.

3. You are, therefore, directed to ensure that the above specimen/standard employment contract, duly signed by the Foreign Employer (FE) and intending Emigrant, is submitted before obtaining emigration clearance under Sub Section 3 of Section 22 of the Emigration Act 1983, read with Rule 15(2) of the Emigration Rules, 1983.

4. You are also requested to acknowledge the receipt of these instructions and submit compliance within a week's time.

5. The above instructions shall come into force with immediate effect.

(P.Anand Kumar)
Director (ES-II)

Copy to:

1. Embassy of India, KSA, Riyadh.
2. Consul General, Consulate General of India, Jeddah – for information, please.

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**STANDARD EMPLOYMENT CONTRACT FOR INDIAN DOMESTIC SERVICE
 WORKERS (DSW) BOUND FOR THE KINGDOM OF SAUDI ARABIA
 UNDER ARTICLE 3(IV) OF AGREEMENT ON LABOUR COOPERATION ON DOMESTIC SERVICE
 WORKERS SIGNED BETWEEN INDIA AND KINGDOM OF SAUDI ARABIA**

This employment contract is executed and entered into by and between:

A. Employer: (Name).....
 ID NUMBER
 VISA NUMBER ISSUED BY THE SAUDI MINISTRY OF LABOR
 Address:
 Street:
 District:
 City:
 CIVIL STATUS:
 Contact Numbers:
 Mobile Number:
 Telephone Number:
 Email Address:

hereinafter called the Employer

Represented in the Kingdom of Saudi Arabia by:
 Saudi Recruitment Agency (NAME AND LICENSE NO.)
 Address:
 Contact Numbers:
 EMAIL:

B. Name of Domestic Worker:
 Position:
 Address in India:
 Civil Status:
 Contact Numbers:
 Passport Number:
 Date and Place of Issue:

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Name of next of kin:.....

Address and Contact Numbers of next of kin:

Details of Bank account held in India(Name of Bank, Address, account number)

herein after called DSW

Represented in the India by:

Details of Indian Recruitment Agency if used by DSW:(Name and license number).....

Address:

Contact Numbers:

Email:

The employer and the DSW hereby voluntarily bind themselves to the following terms and conditions:

1. Site of Employment:

In case of any change in the site of employment the Saudi recruitment agency shall inform the same to the Embassy of India.

2. Contract Duration: The contract shall be valid for a period of two years commencing from the date of arrival of the DSW in KSA. The monthly wages shall be calculated for payment from such date.

3. In accordance with the regulations prevailing in both countries, the DSW and the employer agree on a monthly salary of SR.....

4. The employer shall help the DSW to open a bank account in KSA subject to applicable SAMA rules. The wages shall be deposited regularly at the end of every month in the said account. The passbook or deposit slip or their equivalent shall be given to the DSW and remain in her/his custody. The employer shall help the DSW to remit her/his salary through proper banking channels.

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- 5. DSW shall be provided with continuous rest of at least eight (8) hours per day. The working hours of the DSW shall be in accordance with the applicable local labor law.
- 6. DSW shall be entitled to one day rest per week.
- 7. The employer shall pay for the transportation of the DSW from the point of origin in India to the site of employment and back to such point of origin in India upon expiry of the contract. He shall ensure that DSW is repatriated in time.
- 8. The employer shall provide DSW suitable and sanitary living quarters as well as adequate food. In case the DSW so desires the employer shall pay a mutually agreed amount in lieu of food.
- 9. For medical reasons, the DSW shall be allowed to rest and shall continue to receive her/his regular salary. The employer shall bear all expenses incurred in such medical treatment.
- 10. The DSW is entitled to
 - (i) paid vacation of 15 days at the end of one year of service
 - (ii) paid vacation leave of thirty (30) days on completion of two years of service with a round trip economy class ticket to India. Where the DSW had availed leave under sub clause(i) above this period of 30 days shall be reduced to 15 days.
- 11. In case of death during employment, the employer shall transport the mortal remains and personal belongings of DSW to her/his kin in India as soon as legally possible. In case the repatriation of remains is not possible, appropriate funeral may be arranged by employer after obtaining the approval of embassy of India. In such cases the employer shall within 15 days of the death of DSW pay to the next of kin or embassy of India:
 - (i) all legal dues (ii) end of service benefit and (iii) applicable compensation in accordance with applicable regulations.
- 12. (i) The parties to this contract shall endeavor to resolve dispute, if any, arising out of this contract amicably through the Ministry of labor. However if the same cannot be resolved as above, the contracting parties may refer the dispute to the appropriate Saudi authorities for conciliation and/or resolution.
 - (ii) Both parties shall continue to fulfill their contractual obligations

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notwithstanding the fact that a dispute has arisen or that the process of conciliation has been initiated.

13. In case of unauthorized absence of the DSW from the site of employment, the employer shall inform the competent Saudi authority and the Saudi recruiting agency. Such agency shall be responsible for informing the aforementioned absence to embassy of India.

However if the DSW has reported her/his willful absence from the site of employment to the competent Saudi authority and the embassy of India, the matter shall be referred to the competent authority for conciliation and or resolution as provided for in clause 12 hereinabove.

14. Termination of Contract

(i) The employer may terminate the contract by serving upon DSW a written notice. Such termination shall be effected only on the expiry of a period of 30 days from the date of service of the notice on DSW. The DSW shall be paid the wages for this period of 30 days. However if the termination is intended with immediate effect the notice shall state the same and shall be accompanied by wages of two months.

In such case the employer shall also pay for the expenses incurred on obtaining exit papers and air ticket to India to effect the departure.

(ii) The employee may also terminate the contract by giving a written notice of 30 days to the employer and shall pay the employer an amount equivalent to one month wage before departure. However, if the employee terminates the contract with immediate effect, he/she shall pay an amount equivalent to two months wage before departure.

The employer on payment of the amount mentioned here in above shall immediately provide necessary papers to effect exit of DSW from Saudi Arabia.

15. General Provisions:

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- a) The Saudi Recruitment Agency shall be responsible for informing the departure and arrival plan of the DSW in the Kingdom of Saudi Arabia to the employer.
 - b) The employer and her/his family members, and the DSW shall treat one another with respect and dignity.
 - c) The DSW shall work solely for the employer and his immediate household.
 - d) The employer shall not deduct any amount from the regular salary of the DSW. However deductions may be made for the recovery of any advance payment made to DSW or on the orders of a competent authority. Such deductions must be reflected in the DSW's pay slip.
 - e) The employer shall pay the cost of the DSW's residence permit (iqama), exit/re-entry visa, and final exit visa, including the renewals and penalties resulting from delays.
 - f) The passport and work permit (iqama) of the DSW shall remain in her/his possession.
 - g) The DSW shall be allowed to freely communicate with her/his family and the Indian Embassy/ Consulate on her/his personal expenses.
 - h) The employer shall explain to the members of her/his household the provisions of this contract and ensure that these are observed.
16. Any provision of this Standard Employment Contract may be altered, amended or substituted through the Saudi-Indian Joint Committee.
17. The DSW shall be repatriated at the employer's expense in the event of war, civil disturbance or major natural calamity, or in case the DSW suffers from serious illness or work injury medically proven to render her/him incapable of completing the contract. The DSW shall be paid the wages due till the date of departure from KSA.
18. If on the expiry of the contract, the DSW desires to return to India, the employer shall present the bank statement or pay slip of the DSW to Saudi Recruitment Agency. The employer and the DSW shall then sign a final settlement. Such bank statement or proof of settlement may be submitted as evidence in India and in the KSA.

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- 19. This contract may be renewed for a period of another two years with the mutual consent of the DSW and the employer. On such renewal the DSW shall be paid an additional sum equivalent to one month salary. A copy of the renewed contract shall be submitted to the Indian Embassy by the employer or Saudi Recruitment Agency.
- 20. This employment contract will be the only valid contract. Any subsequent contract entered into between the employer and the employee in substitution of this contract shall not be valid.
- 21. Notwithstanding any provision in the applicable regulations of Kingdom of Saudi Arabia related to the domestic service workers, the provisions of this contract shall remain effective.
- 22. The contract shall be written in Arabic and English languages, both languages being equally authentic.

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 Signature of Employer

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 Signature of Domestic Worker

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 Signature of Saudi Recruitment Agency

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 Signature of Indian Recruitment Agency

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