No.Z-11025/392/2013-Emig Government of India Ministry of Overseas Indian Affairs (Emigration Section)

1021, Akbar Bhawan, Chanakyapuri, New Delhi, the 10 July 2014

To

All Protectors of Emigrants

Subject:

Submission of Employment Contract signed by both Foreign Employer (FE) and intending emigrant, and countersigned by the Recruiting Agent (RA) – revision of eWakala instructions for Saudi Arabia.

Sir,

In partial modification of the circular issued by Ministry of Labour vide No. C-No.11011/25/2003-PGE-I, dated 14.11.2003, I am directed to inform that inputs have been received by the Indian Mission in Riyadh that the competent authorities in the Kingdom of Saudi Arabia (KSA) do not issue a Specimen Employment Contract in the prescribed format for clearances given on e-Wakala system. This has become the root cause for several problems to ECR category workers, who emigrate to Saudi Arabia since they neither have a valid Employment Contract nor is the salary mentioned in the e-Wakala.

- 2. As per the earlier order of 2003 the Specimen Employment Contract was individually executed by the Indian worker and countersigned by the Recruiting Agent (RA) who had been authorized through the e-Wakala and this was submitted in the concerned POE offices together with a copy of the e-Wakala (in both Arabic and English, both duly authenticated by the R.A). Besides, the R.A submits affidavits in support of their submissions being factually correct and relevant to that submission and that the workers would work in the same company for which they had been recruited, that the translation of the Arabic version to English is true and authentic. The R.A also submits that he takes full responsibility of the content of the documents submitted by him and that he would be responsible for all consequences arising thereof in case his submissions are found to be false or incorrect.
- 3. However, in view of the problems being faced by the Indian workers in Saudi Arabia particularly with regard to issues relating to salary and employment conditions, which can be altered to the disadvantage of emigrants under the same Employer or a different Employer by unilaterally entering (even forcibly) into a fresh Employment Contract, it has now been decided that in all cases of submissions made by R.As for emigration clearance of workers on the basis of e-Wakalas, the R.As shall submit Specimen Employment Contract/Agreement similar to other ECR countries as detailed below:
 - (i) Copy of the specimen employment contract/agreement, as required under Sub Section 3 of Section 22 of the Emigration Act 1983, read with Rule 15(2) of the Emigration Rules 1983, the original of which has signature of FE, should be signed by the intending emigrant and counter signed by the RA and the same should be made available by RA to the POE for obtaining emigration clearance (sample enclosed).

समी अहमद जाँ/SAMI AHMAD KHAN अवर सविष भारत सरकार Under Secretary to Govt. of India प्रवासी भारतीय कार्य मंत्रातय Ministry of Overseas Indian Affairs अफबर भवन, नहें दिल्ली-110021 Akbar Bhawan, New Delhi-110021 (ii) The RA will include the following point in the affidavit to be submitted by him to the POE along with application for emigration clearance:

"That the actual employment contract/ agreement submitted with the application of emigration clearance is genuine and duly signed by the concerned foreign employer and the intending emigrant and that the same will be filed/submitted, as per local laws, to the concerned labour authorities in KSA for enforcement purposes."

These instructions will be effective from 1st August, 2014 and supersede all previous instructions on this subject.

Yours faithfully,

Encl: As above.

(Sami Ahmad Khan)

Under Secretary to the Government of India

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Akbar Bhawan, New Delhi-110021

EMPLOYMENT AGREEMENT

Full Name & Address of employer

Telephone No

Visa No.

Date of Issue

FIRST PARTY in this agreement/and/V

an Indian National holder of Passport hint issued at Dated and resident of referred to as SECOND PARTY have agreed as foreigns.

- As of the effective date of this agreement, the Second Party shall work for the First Party in accordance with the terms of this agreement and of any supplements thereto as at the Head Office or branches of any organization associated princooperation with it
- 2 This agreement shall become effective as of the date on which the Second Party arrives in Saud Arabia, stated at the bottom of the ast page hereof and shall be in force for a period of Gregorian/Hijrah years renewable for another period of years under the same terms and conditions unless either party expresses his desire in writing not to renew this agreement at least the contract.
 - The First Party shall pay to the Second Party during the latter's performance of his cuties a monthly salary of SR only
 - 4 The First Party will provide free suitable accommodation with furnishings to the Second Party
 - 5 The First Party will provide to the Second Party free food (three meals daily)
 - The Second Party shall be entitled to an above vacation of continuous service under this Agreement Salary for vacation shall be paid in advance.

عقد عمـــل الاسم الكامل وعنوان الجهة المستخدمة

ص ب هاتف رقم الناشيرة تاريخ الاصدار المشار كطرف أول في هذا العقد هو السيد

> هندي الجنسية حامل جواز سفر رقم صادر مر بتاريخ الساكن ف

بسمى كطرف ثاني يوافق على ما يلي.

- اعتبارا من تاريخ هذا العقد يوافق الطرف الثاني على العمل لدى الطرف الأول وفق شروط هذا العقد وايت ملاحق اخرى بوظيفة في المكتب الرئيسي أو اي فرع في او ايت مؤسسة تابعة لنا مالملكة العربية السعودية.
 - ٢) يسري هذا العقد اعتبار من تاريخ وصول الطرف الثاني إلى الممنكة العربية السعودية وهق ما هو موضح في ذيل هذا العقد وسيكون صالحا لمدة شمسية هجرية وقابلاً للتجديد لمدة لاحقة اخرى بنفس البنود والشروط إذا لم يبد احد الطرفين رغبة خطبة في عدم تجديد هذا العقد مقدماً قبل ٢٠ يوما من نهاية العقد.
 - إ يدفع الطرف الأول للطرف الشاني خلال قيامه بكامل واجباته راتبا شهريا وقدره ريال سعودي فقط.
 -) يعسضي انطرف الأول السسكن المجساني المنساسب مع المفروشات للطرف الثاني.
 -) يعطي الطرف الأول الطّعام مجانا ثلاث وجبات كل يوم للطرف الثاني
 - ا يحق للطرف الثاني إجازة سنوية مدتها
 بعد كل اثني عشر شهرا من الخدمة المستمرة بموجب
 هذا العقد وتدفع أجور هذه الإجازة مقدما

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- 7 Free medical treatment shall be provided by First Party as per Saudi Labour Law
- 8 The First Party shall bear the cost of transportation of the Second Party from to by air (economy class) for the latter's incoming trip before the effective date of this Agreement and his return after its termination accompanied by
- 9 The First Party shall bear all fees pertaining to residence, passport, entry and exit visas as well as cost of transportation of the Second Party on a round trip at economy class air fare accompanied by and between and where the Second Party shall spend his vacation once after each of one/two years of uninterrupted
- 10 The Second Party shall bear all kinds of taxes for which he is liable under the provision of the laws and regulations in force in the Kingdom of Saudi Arabia
 - 11 The employment of the Second Party, under the present agreement, in respect of all matters relating to working hours, weekly rest, sick leave, cases of absence injuries, disability, and death and as regard termination of services and compensation due to the Second Party in the form of an end-of-service award, as well as in all matters for which this agreement does not contain a specific provision, shall be governed by provisions of the Labour and Workman's law in force in the Kingdom of Saudi Arabia, which provisions shall constitute the only terms of reference which either party can invoke.
 - regulations and instructions issued by the First Party and must so conduct himself as to avoid anything that would detract from his reputation or the reputation of the First Party. The Second Party must also abide by all general and local laws and regulations in force within the territorial boundaries of the Kingdom of Saudi Arabia.
 - 13 The Second Party shall have no right to directly or indirectly perform any job or service, or engage in any commercial activity except as assigned to him by the First Party, as long as this Agreement is in effect.
 - 14 The Second Party agrees to depart from the Kingdom of Saudi Arabia immediately upon

- ٧) وفر الطرف الأول المعالجة الطبية مجانا للطرف الثاني حسب نظام العمل والعمال السعودي.
- ٨) يتحمل الطرف الأول تكاليف انتقال الطرف الثاني من إلى مالدرجة السياحية جواً للقدوم قبل نفاذ العقد والعودة بعد إلغاء العقد مع و
 - أ) يتحمل الطرف الأول كافة الرسوم الخاصة بالاقامة والجوازات وتأشيرات الدخول والخروج وكما يتحمل تكاليف انتقال الطرف الثاني ذهابا وإيابا بالدرجة السياحية جوا من إلى مع حيث يقضي الطرف الثاني إجازته السنوية مرة واحدة بعد كل سنة / سنتان من الخدمة المتصلة.
 -) يتحمل الطرف الثاني كافة أنواع الضرائب التي تفرض عليه بموجب النصوص القانونية المعمول بها في الملكة العربية السعودية.

يخضع استضدام الطرف الشاني بعوجب هذا العقد بخصوص كافة الأمور المتعلقة بساعات العمل والراحة الأسبوعية والاجازة المرضية وحالات الغياب والاصابات والعجز والوفاة وفيعا يتعلق بإنهاء الخدمات وما يستحق الطرف الثاني من تعويض في مكافأة نهاية الخدمة وفي جميع الأمور التي لم يرد عنها نص خاص في هذا العقد لأحكام قانون العمل والعمال ساري المفعول بالملكة العربية السعودية وتشكل هذه الاحكام المرجع الوحيد لكل من الطرفين.

يجب على الطرف الثاني أن يتقيد بجميع الأنظمة والتعليمات التي يصدرها الطرف الأول ويسلك طريقاً يتجنب عما ينقص من سمعته أو سمعة الطرف الأول يعلى الطرف الثاني أن يلترم بجميع الانظمة العامة المحلية النافذة والمعمول بها ضمن أراضي المملكة لعربية السعودية.

ما ولا يحق للطرف الثاني ان يعمل بصورة مباشرة او ير مباشرة في أي وظيفة أو خدمة أو عمل تجاري طيلة دة نفاذ هذا العقد سوى ما يكلفه من قبل الطرف الأول.

إفق الطرف الثاني على مغادرة أراضي المملكة العربية سعودية فور إنهاء هذا العقد من قبل أحد الطرفين وفق يوط العقد إلا في حالة بقائه بموافقة الطرف الأول سلطات المختصة.



termination of this agreement by either party in accordance with its terms except if he remains in the Kingdom with the agreement of the First Party and the authorities concerned.

- 15. This agreement may be terminated in any of the following cases
- (a) At any time by a 30 days written notice from either of the two parties or immediately upon serving such notice and after making to the other party a payment of wages in lieu of the notice period of 30 days.
- (b) By the First Party, without need for any notice or cash payment in lieu there of or award of compensation by reasons of any infractions committed by the Second Party, determined by the Labour and Workman Law in Article 83 thereof.
- (c) By the First Party: in the course of the first three months which shall be considered a probation period under the provisions of the law in which case the First Party will bear the cost of transportation of the Second Party
- 16. In case of death of Second Party in Saudi Arabia while employed with the First Party in terms of this contract it would be the responsibility of the First Party to despatch the dead body and personal belongings to his next of kin in the country of his origin.
- 17 Both parties acknowledge that this Agreement cancels and supersedes all agreements prior to the date thereof, if any and after the execution of this agreement neither party shall claim to have any right privilege, or benefit other than those mentioned herein. Exception is however made in respect of the Second Party's right, to an end-of-service award and unutilised annual vacations upto the date of execution of this Agreement.
- responsible for payment of death compensation including blood money, on behalf of the Second Party should the latter be held guilty of causing the death of a third party and is required to pay any compensation, including blood money, to the next of kin of the deceased.
- 19. This agreement has been drawn up in triplicate, one copy for each party and the third copy to be

(3)

١٥) يجوز إنهاء هذا العقد في إحدى الحالات الأتية.

 ا في اي وقت بتقديم إنذار قبل ثلاثين يوماً من قبل أي من الطرفين أو فور تقديم إنذار للطرف الأخر ودفع مستحقاته مقدما بدلا من مدة الانذار أو ثلاثين يوما.

 ب) من قبل الطرف الأول بدون الحاجة إلى الانذار أو الدفع النقدي بدلًا عنه أو دفع التعويض بسبب أية محالفات من قبل الطرف الثاني كما هو مذكور في قانون العمل والعمال في مادة (٨٢)

من قبل الطرف الأول خلال الأشهر الثلاثة الأولى
 الني تعتبر فترة اختبار وبموجب احكام النظام وسيكون
 في هذه الحالة الطرف الأول مسئولاً عن اجور سفر
 الطرف الثاني

 ١٦, ل حالة وفاة الطرف الثاني بالمملكة العربية السعودية حينما هو موظف لدى الطرف الاول يكون الطرف الأول مسئولاً عن ترحيل الجثمان ومخلفاته إلى اقرب ذويه إلى بلاده الاصلية

١٧) يوافق الطرفان بأن هذا العقد ينسخ ويحل محل كافة العقود السابقة من هذا التاريخ إن وجدت وبعد تنفيذ هذا العقد لا يمكن لأي من الطرفين أن يقوم بمطالبة أي حق أو امتياز أو منفعة ماعدا ما ذكر في هذا العقد ويستثنى من حق الطرف الشاني فقيط في مكافأة نهاية الضدمة والاجازات السنوية غير المستعملة حتى تاريخ نفاذ هذا العقد.

١١) بوافق الطرف الأول بأنه يكون مسئولا عن دفع تعويض الوفاة بما فيه الدية نيابة عن الطرف الثاني إذا أدين الطرف الثاني مسئولاً في وفاة الطرف الثالث ويحتاج دفع التعويض عن الوفاة والدية الى ورثة المتوفي.

١٩) حرر هذا العقد من ثلاث نسخ ويستلم كل طرف نسخة وحفظت النسخة الثالثة في ملف الطرف الثاني لدى الطرف الأول بعد توفيعها من قبل الطرفين اعترافاً بالموافقة على ما جاء فيها وبحضور شهود التوقيع.

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kept in the Second Party's file with the First Party all copies having been signed by the two parties in acknowledgement of their agreement to the contracts thereof in the presence of the witnesses for its execution

- 20 This employment contract will be the only valid contract, and any subsequent contract entered into between the employer and employee in substitution of this contract will have no validity visa-vis this agreement.
- 21 A representative of the Indian Embassy in Saudi Arabia can visit camp sites of Indian workers to inspect living and working conditions and their welfare
- 22 Either party can terminate this agreement any time before its expiry by giving 30 days notice, to the other party

The effective date of this Agreement is ... Corresponding to ٢) يعتبر هذا العقد سارى المفعول وان أي عقد ملاحق ما صماحب العمل والعامل بدل هذا لا يعتبر صالحا فيما يتعلق بهذا العقد.

إن مندوباً من السفارة الهندية بالملكة العربية السعودية
 له حق بزيارة مخيم العمال الهنود لمعرفة احوالهم
 المعيشية والوظيفية وشنونهم.

٣٢) للطرف ين حق بإنهاء هذا العقد في اي وقت قبل انتهائه بإعطاء إنذار مسبق لثلاثين يوماً من اي طرف إلى طرف آخر. تاريخ نفاذ هذا العقد هر يوم الموافق

Employer's Signature and Seal

توقيع وختم المستخدم

ختم السفارة الهدية Seai (Indian Embassy)

ختم و زارة الخارجية Seal (Ministry of Foreign Affairs)

In Case of Named Contract إذا عقد عمل باسم العامل ختم غرفة التجارة Seal (Chamber of Commerce)

Strans 17/11