

GUIDELINES FOR EMPLOYMENT/LABOUR CONTRACT

- The Employment/Labour Contract will be made on the Company Letter Head and not on plain paper
- The Contract has to be signed by both parties individually, i.e., the Employer (the business firm or their authorized signatory) and the Employee, stating names of both clearly. The Passport Number and date and place of issue. of the employee must be mentioned on the Contract. *In case of an “authorized signatory”, the necessary “Power of Attorney” has to be enclosed with the labour/employment contract(s).*
- The position/designation/trade at which the employee has been hired must be mentioned clearly.

Terms & Conditions

For obtaining the necessary attestation from the Embassy of India, Khartoum to any ‘Employment/Labour Contract’ the following terms & conditions have to be ***strictly*** adhered to:

- The minimum approved pay scales are:
 1. **SKILLED WORKERS – US \$ 600/- p.m.** (US Dollars Six Hundred)
 2. **SEMI-SKILLED WORKERS - US\$ 450/-p.m.** (US Dollars Four hundred fifty)
 3. **UNSKILLED WORKERS -US \$ 350/- p.m.**(US Dollars Three Hundred Fifty)
- The salary offered to the prospective employee must be clearly mentioned in US Dollars in both figures and words.
- The Employment Contract has to be attested by the Ministry of Labour and Ministry of Foreign Affairs of Sudan and the Embassy of India in Khartoum(the Contract will not be valid unless it is attested by the Ministry of Labour and Ministry of Foreign Affairs of Sudan and the Embassy of India, Khartoum).

In the case of South Sudan, the Contract may be attested by the concerned Government agencies on a case-by-case basis. The pay scales for South Sudan are higher by 25% across the board
- The person coming to Sudan for employment should have the appropriate “**Employment Visa**” stamped on his passport, and should **not** come on an “Entry” or “Tourist” Visa.
- No employee will work for more than 8 hours a day. All extra work will be subject to payment of Overtime Allowance at the rate of 150% of the average hourly basic wage
- Free food, furnished residential accommodation, transportation, medical cover, life/disability insurance will be in addition to the salary

- If the Employee is initially on probation, the Contract will come into force on successful completion of the probationary period (not exceeding ninety days). In other cases, the Employer will provide an air ticket to the employee for his return journey to his place of residence in India.
- Annual leave (30 days) with paid air passages to & from India will be provided by the Employer.
- The passports & travel documents of the employees will not be kept by the Employer. They will always be in the possession of the employees. All local immigration/labour formalities are the responsibility of the Employer.
- All local taxes such as Income Tax, Social Security Contribution, Profit Tax, Land Tax, Capital Gains Tax, Injury Tax etc. is to be paid by the Employer without deducting it from the agreed salary.
- Before terminating the contract with the employee, the Employer undertakes to comply with all local regulations concerning taxation and getting an EXIT Visa endorsed on the employees passport. It shall be the responsibility of the Employer to arrange safe passage of the Indian employee back to India and will be liable for arranging Exit visa / providing air tickets to the employee after settling his dues.
- If the termination is due to misbehaviour or lack of diligence on the part of the employee, the Employer may deduct his/her return passage from his/her dues.
- In the event of a dispute regarding the terms of the contract, the two parties will make a reference to the Embassy of India in the first instance. If the arbitration of the Embassy is not acceptable to either party, the matter will be dealt with in accordance with Sudanese law.

Compensation in case of death/disability

In the event of the Employee's death or permanent disability for whatsoever cause or reason whether related or not related to his/her work during the validity of the Contract, a minimum lump sum compensation of **US\$ 20,000** (United States Dollars Twenty thousand only) will be paid by the Employer to the next of kin within 30 days through the Indian Embassy in Khartoum.

The Embassy of India can assist in remitting the money to the next of kin. This amount is to be paid irrespective of local laws. Any higher amount would be appreciated.

The Employer shall bear the cost of disposal or transportation of dead body of the employee to India.