

**Embassy of India
Khartoum**

RECOMMENDED EMPLOYMENT CONTRACT

OCTOBER 2009

To be typed on Employer's Letter Head

Employment Contract

PARTIES

..... (referred to as "the employer")
and

.....(referred to as "the employee")

Passport Number

Date and place of issue.....

Employment Visa No.....

We are pleased to inform you that you have been selected for the post mentioned below and the following terms and conditions shall apply to your appointment.

TERMS & CONDITIONS

Professional Category : Skilled/Semi-skilled/Unskilled

Profession :

Monthly Salary : US\$.....(US Dollars.....)

Period of Employment : This agreement commences from.....
and remains in force for a period of
2 years unless replaced or terminated

Provision for renewal of contract : Yes, with mutual consent

Place of Employment :

Trial/Probation Period : 90 days (not to exceed ninety days).
Proper cause for termination of
employment will arise in the event of
repeated poor performance or
misconduct. In either event,

reasonable performance improvement procedures shall apply prior to any termination notice being given.

- Working Hours : 8 hours a day, five days a week.
- Overtime : All extra work will be subject to payment of Overtime Allowance at the rate of 150% of the average hourly basic salary.
- Public holiday : Extra work done on public holidays will be subject to payment of Overtime Allowance at the rate of 200% of the average hourly basic salary. Friday and Saturday are days off.
- Accommodation, transportation, Food, medical benefits, : Will be provided by the Employer in addition to the salary
- Life insurance and Disability : Will be the responsibility of the Employer with full coverage
- Workmen's Compensation Insurance: Employer will be responsible for the payment of premium during the contract period
- Social Insurance : Employer will pay 25% of the gross salary for coverage under compulsory Social Insurance as per Sudanese law; without deducting 8% from employee's gross salary
- Annual Leave Benefits : Paid 30 days. Employer will pay for air passage to and from India
- Passports and travel documents : All local immigration formalities will be the responsibility of the Employer. Passport and all the necessary travel document will be in the possession of the employee.
- Matters related to Taxation : All local taxes such as Income Tax, Social Insurance Contribution, Profit Tax, Land Tax, Capital Gains Tax,

Injury Tax etc. are to be paid by the Employer without deducting from the employee's agreed salary.

Termination of the contract

: Either party will give One month's notice of termination of employment. Notice must be given in writing.

The Employer shall comply with all local regulations concerning taxation, getting an Exit Visa endorsed on employee's passport, providing fully paid air tickets to the employee for his return journey to his place of residence in India after settling his dues for number of days worked.

The Employer shall be responsible for arranging safe passage of the employee back to India.

The Employer will pay the employee all his dues and rights as required by the Sudanese laws.

Bank Guarantee

: The Employer shall give a deposit in cash of US\$ 2,500 to the Embassy of India if the Employer recruits the worker directly and not through registered recruiting agents in India. This amount will be refunded on satisfactory termination of the contract with full settlement of the dues of the employee

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

Dispute Settlement : 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.

Signature with Date of the
Authorised Signatory

Signature with Date of the Employee

(Name)
& Seal of the Employer
*In case of an “authorized signatory”,
the necessary “Power of Attorney”
has to be enclosed with the
Employment Contract.*

(Name)
Address
Tel.No.
E-mail

Note :

1. Profile and brief description of the Employer should be annexed with the Employment contract.
2. Registration proof from Chambers of Commerce stating that the Employer in question is still registered on the day of issue of such proof.
3. The Employer must give the proof that they are allowed to employ foreigners
4. Registration with the Ministry of Labour
5. Registration with the Social Insurance Fund
6. Registration with the Income Tax administration
7. If the Employer recruits the worker through registered recruiting agent then Agent’s letter and copy of his registration certificate.
8. Photocopies of Employee’s Passport (First, Last, Visa and ECR/ECNR Pages)
9. To be attested by the Ministry of Foreign Affairs and Ministry of Labour of Sudan (*Before the Employment/Labour contract is attested from the above*

Ministries it should be shown to and vetted by the Embassy of India, Khartoum).

10. After attestation by the Ministry of Foreign Affairs and Ministry of Labour of Sudan bring the Employment/Labour Contract along with a copy for attestation by the Embassy of India.
11. Fees for attestation of each commercial document is SDG 53.
12. In the case of Indian workers going to South Sudan, the corresponding Government agencies may be required to attest the contract on a case by case basis