

SERVICE AGREEMENT-Domestic Servant

عقد عمل -خدم المنازل

This agreement was made on day _____ Dated _____
Between _____,

إنه وفي يوم _____ الموافق _____ تم الاتفاق فيما بين كل من :-

1. Name of Employer _____
Address: P.O. Box _____ P.C. No. _____,
Sultanate of Oman. Tel No. _____,

١- صاحب العمل:.....
وعنوانه:.....

Hereinafter is called the FIRST PARTY

ويشار إليه فيما بعد بالطرف الأول .

2. Name of Employee _____
Date of birth ____/____/____, Nationality:- Indian
Passport No: _____ Permanent Address in
India _____

٢- العامل :-

Hereinafter is called SECOND PARTY.

تاريخ الميلاد...../...../.....الجنسية.....رقم الجواز
.....المؤهلات.....

The parties agreed for the following conditions- :

العنوان الدائم.....

1. The second party shall work for the First party as _____,
2. The First party agrees to pay RO. _____ as monthly salary to the Second Party.
3. This agreement shall remain in force for a period of two years from the date of arrival of the Employee in the Sultanate.
4. The First Party is responsible to provide free food, accommodation and medical facilities to the Second Party during the period of contract.
5. The First Party is liable to insure the Employee with an approved insurer against any responsibility which might incur as a result of a - application of Omani Labour Law No.35/2003 or compensation of Occupational injuries or illness, Law No. 40/1976 for the illness or injuries sustained by the employee due to an accident, in the course of his / her duties.
6. The Second party is entitled to 15 days paid leave for the first year increased to 30 days for each successive year.
7. The Second party shall be entitled to get the Free air passage in case of completion of Two years of service including the date of joining.
8. This agreement shall remain in force for the period of 24 months from the date of joining. If agreement continues after expiry, it would be considered renewed for unspecified period of time with same conditions.
9. In the event of death of the Employee the Employee's dead body will be sent back to his /her country at the expense of the employer.
10. The other terms which are not listed in this agreement shall be governed by Omani Labour Law.
11. Both the parties agrees to accept the arbitration of the Directorate of Labour, Sultanate of Oman, in case any dispute which may arise over the enforcement of the Contract.
12. This agreement was issued in two copies one for each party.

ويشار إليه فيما بعد بالطرف الثاني .

أتفق الطرفان المذكوران على الشروط التالية :-

- ١ . يعمل الطرف الثاني لدى الطرف الأول في وظيفة.....
- ٢ . وافق الطرف الأول أن يدفع مبلغ وقدره..... () وذلك راتباً شهرياً للطرف الثاني.
- ٣ . سوف تبقى هذه الاتفاقية ملزمة لمدة سنتين من تاريخ وصول المستخدم الى السلطنة.
- ٤ . الطرف الأول مسئول وملزم بتوفير الغذاء والسكن الملائم والعلاج مجاناً للطرف الثاني وذلك خلال مدة هذا العقد.
- ٥ . الطرف الأول مسئول بتأمين العامل أي الطرف الثاني مع أحد شركات التأمين والمعروف بما مند أي مسئولية لربما تقع نتيجة تطبيق من قانون العمل العماني رقم ٢٠٠٣/٣٥ وتعويض ما يشمل من حسارة أو مرض من قانون العمل رقم ١٩٧٦/٤٠ من حسارة أو مرض تلحق بالعامل محتمل وقومه خلال واجبه.
- ٦ . يستحق الطرف الثاني إجازة سنوية مدفوعة الأجر ١٥ يوم عن السنة الأولى وتزداد إلى ٣٠ يوماً عن كل سنة بعد ذلك .
- ٧ . يستحق الطرف الثاني تذكرة سفر مجانية في حالة قيامه بالإجازة السنوية و إكماله سنتين في الخدمة المستمرة .
- ٨ . تسري هذه الاتفاقية لمدة سنتين من تاريخ الالتحاق وإذا استمر الطرفان في تنفيذ العقد بعد انقضاء مدته يعتبر العقد مجدد بذات شروطه لمدة غير محددة .
- ٩ . في حالة وفاة العامل يتم إرسال الجثمان إلى بلده على نفقة صاحب العمل .
- ١٠ . تسري أحكام قانون العمل العماني في كل ما لم يرد به نص في هذا العقد .
- ١١ . كلا الطرفين اتفقا قيود حكم مديرية العمل بسلطنة عمان اذا حدث خلاف بينهما .
- ١٢ . تحرر هذا العقد من نسختين بيد كل طرف نسخته منه :-

** SINGATURE OF FIRST PARTY:-

** SINGATURE OF SECOND PARTY:-

** الطرف الأول :-

UNDERTAKING

I, _____ P.O.Box _____ PC _____

M/S _____ Tel: _____

Undertake guarantee for good treatment to Mr/Ms _____

_____ and fulfillment of the terms of contract. In the event of any problem between me and him/her, I shall make arrangement to repatriate him/her to India. In the event of his/her death, I undertake to dispatch of his/her dead body to India at my own expenses.

Signature of sponsor :

Name of sponsor :

Seal of sponsor :

Full address : _____

Telephone No _____

Date:

Place: Muscat

7. The provision with regard to medical aid, accommodation etc. to be made by the employer:-

(a) for the health and well being for the period of engagement.

(b) for the repatriation of the person now engaged on the expiry of the period of engagement.)
)
)

} By employer -
Free food,
accommodation, clothing
and medical assistance
will in all cases, be the
employers responsibility.

8. The security which the engager or employer proposes to deposit with the Protector of Emigrants for the due observance of the engager engaged and his dependents

Nil

9. The cost of passage of each person from the village in India mentioned against Item No.2 to the place in the country of Emigration mentioned against Item 4 will be paid by

By employer

DECLARATION

I declare that no application has been made in respect of worker mentioned in the application either by me or by my agent to any Protector of Emigrants in India.

Attestation No. _____

(Signature of Applicant - Employer)

(Signature of the person now engaged)

(PROTECTOR OF EMIGRANTS)

N.B. No part of any fees or taxes paid or to be paid in respect of the Emigration from and return to India or the entry into or the return from the country of employment of the employee or his dependents shall be borne or recovered from the employee directly or indirectly by deduction from his/her remuneration or otherwise howsoever.
