

EMBASSY OF INDIA
MUSCAT

Tel No. Office : (00968)-24684539 /24684570, Helpline : 24695981/ 96530062

APPLICATION FOR EMPLOYMENT OF MAID SERVANT

- 1) Name of Employer :
- 2) Nationality :
- 3) Address & Tel. No. of employer : P.O Box: P. C
Tel No.: GSM
(Residence & Office)
- 4) Profession :
- 5) Monthly/Annual income of the employer :
(in case of an employer, certificate of
income from employer should be attached)
(For Pvt. Co. employer bank statement of 3 months required)
- 6) Martial status of employer and size of :
his/her family
- 7) Name & address of the proposed maid : Name
servant and Passport No. : Passport No.
(Copy of passport to be attached) : Address in India :
.....
Tel No. in India
- 8) Age of maid servant :
Date of Birth :
- 9) How did the employer first come to :
know the maid servant. (If he/she came to
know through any person, please give his
name address, passport No. & Tel No.)
- 10) How does the employer propose to recruit :
the housemaid?
 - a) Directly through his/her contacts :
 - or
 - b) Through agentif so, details of the agent :
Local agent
Name :
Address :

Telephone :
Fax :
Agency Registration No :

(Cont'd.....2)

India agent
 Name :
 Address :
 Telephone :
 Fax :
 Agency Registration No. :

11) Has the employer obtained the labour clearance from the labour department, of the government of Oman to employ the housemaid (attach photocopy of the labour clearance) :

12) Place of work of proposed maid servant with telephone No. and way No. House No. So that the Embassy if necessary, may contact directly (change in place of work shall be promptly intimated to the Embassy by the employer). : House No.
 Way No.
 Place of Area
 Tel No.
 GSM

13) Whether in the past he /she has employed any Indian maid servant? :
 If so, details of the maid servant:-

- (a) Name and Passport No. :
- (b) Duration of employment :
- (c) Reason for termination of employment :
- (d) Any other information :

14) Monthly Salary to be paid to the maid Servant : R.O. -----/- (Rial Omani -----)

I, undertake guarantee for good treatment of Miss/ Mrs.....
and fulfillment of the terms on contract. In the event of any problem between me and the maid servant, I shall make arrangements to repatriate the maid servant to India at my expense after settlement of her dues.

 (Signature of the Employer)

Name :
 Address P.O BoxP.C
 Sultanate of Oman
 Tel. No. Off. :.....
 Res. :.....
 GSM No.....

FORM OF EMIGRATION

The Protector of Emigrants,

Sir,

Under Section XVI of the Emigration Act, 1983, I apply for permission to engage or assist to emigrate unskilled worker(s) for employment under (Here enter name of the Employer):

THE PARTICULARS GIVEN UNDER THE LAWS ARE GIVEN BELOW:

1. (a) Name of applicant (Employer) :
(b) Father's Name :
(C) Profession or occupation :
(d) Address in the Sultanate of Oman : P.O Box..... P.C
Tel. Nos. Office, Residence : Off. Tel. No. R. Tel No.
GSM No.
2. (a) Name of the Employee :
(b) Father's Name :
(c) Sex : Female
(d) Date of Birth (age in words) :/...../..... (.....)
(e) Residential address in India :
3. Nature of work for which the person is engaged (occupation) :
4. Name of the place proposed to work in the Sultanate of Oman :
1. The terms of agreement
(a) Period of employment :
(b) Monthly Salary : R.O 75/-(Rial Omani Seventy Five)
(c) Leave : One month in two years service
(d) Other terms if any under which the Person is now engaged : Nil
6. Name, relationship & age of dependent if any, accompanying the worker to the country of emigration. : Nil

Cont.....2

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, pre paid mobile phone, accommodation, clothing and medical assistance will be provided in all cases, by the employers

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 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.

EMBASSY OF INDIA
MUSCAT

No Objection Certificate for recruitment of Indian housemaids

Instructions:-

1. This Performa should be filled in triplicate.
2. The first copy with all signatures should be brought to the Embassy by the housemaid in person on arrival at Muscat.
3. The second copy would be forwarded to the concerned office of the Protector of Emigrants by the Immigration Department after completion of immigration procedures.
4. The third copy would be retained by the Immigration office at the exit point.

This mission has no Objection to the recruitment of the person mentioned below to work as a housemaid.

A : Details of the housemaid:-

Name (in full): _____

Date of Birth: _____

Passport No. : _____

Date of Issue: _____

Place of Issue: _____

Contact Address in India: _____

Tel/ Fax _____

B: Details of Sponsor:-

Name (in full): _____

Address in Sultanate of Oman: P.O Box No. _____ P.C No. _____

TEL./ GSM _____, Fax _____.

Has the sponsor signed the undertaking guaranteeing the welfare of the housemaid? :

Yes

_____ For Office Use Only _____

(Signature of the officer)

Name of the officer _____

No. _____

Date _____

Seal of the Office _____

UNDERTAKING

I, _____ hereby agree to employ
Miss/Mrs _____ as domestic maid in my house and undertake the
following :

1. She would be well treated.
2. She would not be asked to work for more than 8 hours a day, six days a week.
3. I shall pay her monthly salary in the first week of the following month by bank transfer.
4. I shall provide free satisfactory food, accommodation, clothing and pre-paid cell phone. The cell phone number shall be provided to the Embassy during the first visit of housemaid to the Embassy.
5. I shall provide one month's paid leave every two years
6. I shall provide full medical attention when needed.
7. I shall allow her access to the Indian Embassy within four weeks of arrival along with original labour card and any other time desired by the housemaid or Embassy.
8. I shall take an insurance coverage for her as per Omani laws against occupational injury, illness, death etc.
9. I undertake to allow the housemaid to retain her passport in her custody at all times as per Ministry of Manpower Circular No. 2/2006 dated 6.11.2006.
10. I undertake to inform the Embassy of the full particulars of new sponsor in case housemaid's sponsorship is transferred failing which I shall be legally responsible for the welfare of housemaid till she finally returns to India. This shall be done with the full consent of the housemaid. In such cases, all the formalities should be completed by new sponsor afresh
11. I undertake to provide Bank Guarantee of RO 1100/- (Rial Omani One thousand one hundred) as security deposit to the Embassy of India, Muscat. I accept that deposit will be refunded to me after I produce Visa cancellation papers and a letter from housemaid specifying that all dues have been paid. I further undertake that the deposit shall be forfeited in case of transfer of sponsorship without prior sanction of the Embassy, any false declaration and non-payment of dues including salary, medical expenses, legal obligations etc.

12. I undertake that in the event of the housemaid being unhappy with her working and living conditions, and if she wishes to return to India before expiry of her contract, I shall provide an air ticket to repatriate the above housemaid by direct flight to the airport closest to her hometown in India at my own cost and facilitate completion of all formalities relating to her repatriation.

Signature of Employer : _____

ID Card No. _____

Office Address : _____

Residential Address : _____

Office Tel. : _____

Residential Tel. : _____

GSM No. : _____

SERVICE AGREEMENT-DOMESTIC
SERVANT(HOUSEMAID)

عقد عمل للمستخدمات (عاملة منزل)

This agreement was made on day _____ Dated _____
Between: _

أنه في يوم الموافق تم الاتفاق فيما بين كل من :

1. Name of Employer _____
Address : P.O. Box _____ P.C. No. _____
_____ Sultanate of Oman. Tel No. _____
Hereinafter is called the FIRST PARTY

- (1) اسم صاحب العمل: _____
عنوانه: ص ب : _____ رب _____
سلطنة عمان: رقم الهاتف: _____
يشار إليه فيما بعده **بالطرف الأول**.

2. Name of Employee _____
Date of Birth ___/___/___ Nationality :- Indian Passport
No. : _____ Permanent Address in India _____
_____ Tel No. in India _____
hereinafter is called SECOND PARTY

- (2) اسم العاملة: _____
تاريخ الميلاد: _____/_____/____ الجنسية: هندية رقم
الجواز: _____ العنوان الدائم: _____
رقم الهاتف (الهند): _____
يشار إليه فيما بعده **بالطرف الثاني**.

The parties agreed for the following conditions :-

اتفق الطرفان على الشروط التالية:

- 1 The second party shall work for the first party as HOUSEMAID.
- 2 The first party agrees to pay R.O.-/- (Rial Omani -- only) 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 and a pre-paid cell phone to the second party during 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 application of laws of Sultanate of Oman 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 her duties.
- 6 The second party shall be 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 free air passage in case of completion of two years of service from 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 An employer willing to source a housemaid from India will be required to provide bank guarantee of RO 1100/- (Rial Omani One thousand one hundred only) as Security deposit at the time of recruitment of the housemaid. The guarantee shall be used for repatriation of the housemaid and other unpaid expenses like salary, medical expenses, legal expenses etc of the housemaid in case the employer fails to pay the same as per the agreement.

- (1) سوف يعمل الطرف الثاني لدى الطرف الأول في وظيفة **عاملة منزل**.
- (2) وافق الطرف الأول أن يدفع للطرف الثاني راتباً شهرياً وقدره (..... ريالاً عمانياً فقط).
- (3) يكون هذا الاتفاق ساري المفعول لمدة سنتين من تاريخ وصول العاملة في السلطنة.
- (4) الطرف الأول مسؤول عن توفير الغذاء والسكن والمرافق الطبية مجاناً والهاتف النقال المدفوع مسبقاً إلى الطرف الثاني خلال فترة العقد.
- (5) الطرف الأول مسئول بتأمين العاملة مع شركة التأمين المعتمدة ضد أي مسؤولية قد تتكبدها نتيجة لتطبيق قوانين سلطنة عمان أو التعويض من الإصابات أو المرض، والقانون رقم 1976/40 لمرض أو إصابات تلحق بالعاملة بسبب حادث، أثناء قيام واجباتها
- (6) يحق للطرف الثاني إجازة سنوية مدفوعة الأجر 15 يوماً عن سنة أولى وتزداد إلى 30 يوماً عن كل سنة بعد ذلك.
- (7) يحق للطرف الثاني تذكرة السفر مجاناً في حالة إتمام سنتين من الخدمة اعتباراً من تاريخ الالتحاق.
- (8) يكون هذا الاتفاق ساري المفعول لفترة 24 شهراً من تاريخ الالتحاق. إذا استمر الطرفان في تنفيذ العقد بعد مرور فترة الاتفاق، يعتبر تجديده لفترة غير محددة من الوقت مع نفس الشروط.
- (9) في حالة وفاة العاملة، يتم ترحيل جثة العاملة إلى بلدها على حساب صاحب العمل.
- (10) على صاحب العمل الذي يرغب استقدام العاملة من الهند، تقديم ضمانات بنكية لمبلغ وقدره 1100 رع (ألف ومائة ريالاً عمانياً) كوديعة ضمانات في حين استقدام العاملة. سوف تستخدم هذه الوديعة لأجل تسفير العاملة ولأجل نفقات غير مسددة مثل رواتب وتصرفات طبية وتصرفات قانونية وغيرها إذا لم يقم بها صاحب العمل بموجب عقد العمل الموقع منه.
- (11) على صاحب العمل إحضار شهادة تقدير الراتب بمبلغ لا يقل من 1000 رع شهرياً وذلك في حالة جمع رواتب الكفيل وزوجته أو بمبلغ لا يقل من 1500 إذا تم جمع

- 11 The sponsor shall produce a salary certificate of not less than RO 1000/- p.m. calculated on the basis of joint income of both husband and wife or RO 1500/- per month calculated on the basis of joint income of the sponsor and son/daughter. راتب الكفيل مع راتب ولده/بنته.
- 12 The sponsor shall inform the Embassy of the full particulars of new sponsor in case housemaid's sponsorship is transferred. This shall be done with the full consent of the housemaid. In such cases, all the formalities should be completed by new sponsor afresh. في حالة نقل كفالة العاملة إلى كفيل جديد، على صاحب العمل إبلاغ السفارة الهندية عن ذلك وتوفير جميع المعلومات للكفيل الجديد. لا يصلح نقل الكفالة إلى كفيل جديد إلا بعد رضى وموافقة كاملة من العاملة. وعلى الكفيل إنهاء جميع إجراءات عقد العمل من جديد.
- 13 If the size of the family of the sponsor exceeds 6 persons 2 housemaids should be employed. إذا كان حجم من عائلة صاحب العمل يتجاوز عن ستة أشخاص، يجب عليه استخدام عاملتين.
- 14 The age of the housemaid should be between 30 to 50 years. يجب أن يكون عمر العاملة بين 30 و 50 سنة.
- 15 Whenever a housemaid is repatriated to India, her ticket is to be booked only by a direct flight to airport closest to her hometown in India. في حالة ترحيل العاملة إلى الهند في أي وقت كان، على صاحب العمل شراء تذكرتها في رحلة مباشرة إلى أقرب مطار بمسقط رأسها في الهند.
- 16 The salary of the housemaid must be paid through banking channels. Where banking channels are not available, a bilingual salary slip signed by both the sponsor and the housemaid will be necessary. يجب أن يدفع راتب العاملة عن طريق تحويل مصرفي. وفي حالة غير تواجد القنوات المصرفية، يجب على صاحب العمل احتفاظ كشف راتب في لغتها واللغة العربية موقعا من العاملة وكفيلها.
- 17 The Embassy of India, in Muscat shall be allowed to have contact with the housemaid over telephone as and when required and it shall be the duty of the employer to bring housemaid to the Mission as and when the Mission so desires, failing which it will be presumed that the housemaid is not being treated well and the Indian Embassy will be free to proceed further as it may deem fit. يحق للسفارة الهندية بمسقط السماح للاتصال بالعاملة عن طريق الهاتف عندما تقتضى إليه الضرورة وكذلك يجب على صاحب العمل إحضار العاملة إلى السفارة متى ترغب السفارة بذلك وإذا تخلف عنه صاحب العمل، يعتبر أن العاملة لم تلق معاملة طيبة منه. ستكون السفارة حرة في المضي قدما حسبما تراه مناسبا.
- 18 The other terms which are not listed in this agreement shall be governed by Omani Laws. تسري أحكام القوانين العمانية في كل ما لم يرد به نص في هذا الاتفاق.
- 19 Both parties agree to accept the arbitration of the Directorate of Labour, Sultanate of Oman, in case of any dispute which may arise over the enforcement of the contract. اتفق كل من الطرفين قبود حكم المديرية العامة للرعاية العمالية بسلطنة عمان إذا حدث أن نزاع حول تنفيذ بنود هذا الاتفاق.
- 20 This agreement is issued in two copies one for each party. تحرر هذا الاتفاق من نسختين بين كل من الطرفين.

(1) توقيع الطرف الأول:

(2) توقيع الطرف الثاني

1) Signature of First Party:

2) Signature of Second Party:

- a) Certificate of Income/Salary of the sponsor (Minimum income of the sponsor and spouse should be RO. 1000/- pm or RO. 12000/- per year) with original
- b) If the salary of the sponsor along with his son / daughter is being compounded, the minimum salary should be RO 1500- per month or RO 18000- per year