

High Commission of India
Kuala Lumpur
Application form - Recalibration Programme

I _____ intend to rehire _____,
Indian national to work in my company _____ as
_____. Particulars of my company are given below :-

1.	Name of the Company / Designation:
2.	Malaysian IC No / Passport No :
3.	Date of Birth :
4.	Contact No (Office/ hp) : Email id:
5.	Register Office Address :
6.	Residential address of the Employer :
7.	Nature of Activity :
8.	No. of workers to be rehired :
9.	Whether worker(s) has / have given concern to work with your company :

I hereby submit the application for rehiring Indian national workers for my company _____. Kindly process my application to enable him/her to work in my company.

Name & Signature of the employer:

_____.

Company Letterhead

(Sample)

LETTER OF UNDERTAKING

We the undersigned hereby undertake the following :

(a) I/We shall strictly implement the terms mentioned in the Contract of Employment attested by the High Commission of India, Kuala Lumpur and that under no circumstances will amend it or enter into any separate contract of Employment with the Indian employees before or after their taking employment with (company name) _____.

(b) I/We shall repatriate any Indian employee as a result of termination of Contract as per the agreement on work contract.

(c) I/We undertake that execution and implementation of the contract and EMI is mandatory requirement for employing Indian workers and we would abide by the provisions thereof.

(d) We are aware of the fact that the Passport of an Indian National should always be kept in his/her custody. In case the documents are kept in the custody of the company for renewing work permit, we would be personally responsible for safe custody of the document. We also understand that no EMI services will be provided by the High Commission of India to the company if the passports are reported damaged or lost from the custody of the company.

Signature of Directors :

Name :

Designation :

Seal of Notary Public and certified by the Ministry of Foreign Affairs (Wisma Putra)

Company Letterhead

(Sample)

LETTER OF UNDERTAKING FOR SUBMISSION OF PASSPORT OF WORKERS

To,
The Labour (Attache)
High Commission of India
Kuala Lumpur

Date :

On behalf of (Company) _____ (name of
director/authorized signatory) _____ (designation) _____
hereby undertake the following:

(a) I/We am/are aware of the fact that the Passports of an Indian National should always be kept in his custody. In case passports are kept in the custody of the company for renewal of work permit (with the consent of workers), we would be personally responsible for safe custody of the document. Unless informed otherwise, High Commission would presume that passports of Indian workers are kept in the custody of company / employer.

(b) If Indian workers lodge complaints against the company / employer about unauthorized keeping of passports, I/We _____ (Director/authorized signatory) will submit the passports to High Commission of India, Kuala Lumpur within 5 days from date of complaint. In case of non-submission / delayed submission of passports by company / employer, High Commission may debar the company / employer for hiring the workers from India and suitable action will be taken against the company.

Signature of Director/authorized signatory of the company

Name :

Designation :

Seal of Notary Public and certified by the Ministry of Foreign Affairs (Wisma Putra)

CONTRACT OF EMPLOYMENT

This CONTRACT OF EMPLOYMENT is made on this day..... month of 20..... between (hereinafter referred to as “the Employer”) of one part and Passport No. and /or Birth Registration No..... (hereinafter referred to as “the Worker”) of the other part.

WHEREAS the Employer shall employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, regulations, rules, national policies and directives of Malaysia.

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a period of **two (2)** year(s) commencing on the day of arrival of the Worker in Malaysia until such time the Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Wages

2.1 The Worker shall receive a basic wage of RM (excluding allowances and overtime). This basic wage shall comply with the national minimum wage.

2.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day from the wage period.

2.3 The payment of the monthly wages shall be made through a bank account in the worker’s name.

3. Working Hours

Working hours shall be eight (8) hours per day in accordance with the labour laws in Malaysia.

4. Overtime

In the event the Worker, upon the request by the Employer, agrees to work in excess of his normal working hours, the Worker shall be paid in accordance with the labour laws in Malaysia.

5. Rest Day

5.1 The Worker shall be entitled to one (1) rest day in each week.

5.2 In the event the Worker, upon the request by the employer, agrees to work on such rest day, the worker shall be paid in accordance with the labour laws in Malaysia.

6. Public Holiday

6.1 The Worker shall be entitled to public holidays in accordance with the labour laws in Malaysia.

6.2 In the event the Worker, upon the request by the employer, agrees to work on such public holiday, the worker shall be paid in accordance with the labour laws in Malaysia.

7. Annual Leave

The Worker shall be entitled to annual leave in accordance with the labour laws in Malaysia.

8. Levy

The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.

9. Medical and Accident Insurance

The Worker shall be insured under the Foreign Worker's Compensation Scheme (FWCS) under the Workmen's Compensation Act 1952 and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA).

10. Deductions

The Employer is entitled to make deduction for not more than 50% in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws in Malaysia.

11. Accommodation

The Employer shall provide the Worker with reasonable accommodation with basic amenities in accordance with the laws, regulations, rules, national policies and directives in Malaysia.

12. Sick Leave

The Worker shall be entitled to a paid sick leave in accordance with the labour laws in Malaysia.

13. Renewal of Worker's Visit Pass (Temporary Employment)

13.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months before the expiry date.

13.2 Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.

14. Air Passage

The first travelling expenses from to any agreed point of entry in Malaysia shall be borne by the Worker and the expenses from any agreed point of exit in Malaysia to shall be borne by the Employer upon completion of this Contract of Employment.

15. Repatriation

15.1 The repatriation cost of the Worker from his place of work in Malaysia to his original exit point in shall be borne by the Employer under the following circumstances:

- (i) at the completion of this Contract of Employment;
- (ii) termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this contract of employment by the worker; or
- (ii) termination of this Contract of Employment by the worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.

15.2 The Worker shall be responsible for all expenses relating to repatriation under other circumstances that are not mentioned in Clause 15.1.

The term "original exit point" in this Contract of Employment shall mean

16. Repatriation in the Case of Death of the Worker

In the event of death of the Worker, the funeral and repatriation of the remains shall be arranged at the expense of the Employer as provided for the Workmen's Compensation Act 1952 [Act 273].

17. Termination

17.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give two (2) months' notice of his intention to terminate such Contract of Employment or two (2) months' wages in lieu of notice to the Worker, and shall provide air fare to for the Worker.

17.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give two (2) months' notice or indemnify two (2) months' wages in lieu thereof to the Employer and the Worker shall bear the cost of air fare to

18. Restrictions

18.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Malaysia.

18.2 The Worker shall not change employment during this Contract of Employment period and shall not carry or do other business.

18.3 If the Worker is found by the competent authority concerned creating social problems or engaging in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to at the Worker's own expenses.

18.4 In the event the Worker marries any person in Malaysia during the worker's period of employment under this Contract of Employment, the Government of Malaysia reserves the right to revoke the Visit Pass (Temporary Employment) of the Worker.

19. Extension

The Employer and the Worker may agree that the contract of employment may be extended, subject to relevant laws, regulations, rules, national policies and directives relating to employment applicable in Malaysia.

20. Safekeeping of the Passport

20.1 The Employer shall not keep the passport of the Worker in his/her custody.

20.2 The Worker shall carry the passport all the time. In the event that the Worker's passport is lost or damaged, the Worker shall bear all related expenses.

20.3 The Worker shall submit the passport to the Employer for the following purposes:

- (i) medical screenings;
- (ii) application of Visit Pass (Temporary Employment);
- (iii) application of Foreign Workers Identity Card; and
- (iv) renewal of Visit Pass (Temporary Employment).

The passport shall be returned to the Worker upon completion of these purposes.

In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above mentioned purposes, the Employer shall bear all related expenses.

21. Foreign Worker Identity Card

The employer shall ensure that each Worker receives the Foreign Worker Identity Card (I-Kad).

22. Outstanding Wages

In the event the worker is to be repatriated before the expiry of this Contract of Employment, the employer shall pay all outstanding basic wages and all other payments owed to the worker subject to the relevant laws, regulations, rules, national policies and directives relating to employment applicable in Malaysia.

23. Amendment

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favourable to the Worker.

24. Time is an Essence

Time whenever mentioned shall be the essence of this Contract of Employment.

25. Interpretation

In the event there is a conflict of interpretation between the English text and any text in other language used in this Contract of Employment, the English text shall prevail.

26. Laws

This Contract of Employment shall be subjected to the laws of Malaysia.

27. Succession

This Contract of Employment shall be binding of the successor in title, assigns, personnel, representatives of the parties hereto.

28. Language of this Contract of Employment

This Contract of Employment shall be prepared in four (4) original texts, two (2) each in English and language of the country of origin of the worker, all texts being equally authentic.

IN WITNESS WHEREOF the parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

.....
.....

(Employer's Signature)

Name:

NRIC No.

Address:

.....
(Signature of Witness from Employer)

Name:

Address:

(Worker's Signature)

Name:

Passport No.:

Emergency Contact No.

I hereby declare details of
my dependent:

Name:

Address:

Contact No.

.....
(Signature of Witness from
Worker)

Name:

Address: