

(Internet Explorer Version - 8 & above)
[www.emigrate.gov.in]

Housemaid (age between 30 to 50)

(Mandatory)

Checklist:

1. Application form duly filled for employer registration
2. Request letter from the website on a plain paper duly signed by the employer
3. Valid KDN's approval for hiring of foreign housemaid
4. Employer's passport copy & ID Proof. (2 copies).
5. Bio data of the employer
6. Salary certificate of employer
7. 3 months Bank statements of the employer

8. Employment contract (attached) attested by Ministry of Foreign Affairs
9. Undertaking (attached) in r/o Indian & Malaysian regulations attested by Ministry of Foreign Affairs
10. Domestic Servant Insurance Scheme policy
11. Bank Guarantee of US\$ 2500 equivalent in original + 2 copies (valid upto period of the contract)

12. Passport & VISA copies of the housemaid.(2 copies)
13. No objection certificate from housemaid

Process:

- Please bring the hard copies of the above documents to the High Commission of India at the following address for attestation:

High Commission of India
(Labour Wing)
Level 1, Wisma HRIH Lotus, 442, Jalan Pahang,
Setapak, 53000 Kuala Lumpur.

- After verifying the documents, the High Commission will attest the required documents and return them to the employer. Once the High Commission approves the online application, the employer will get an automatically generated User ID and Password on his registered e-mail ID.

- After receiving the User ID and Password, the Employer is required to upload the attested documents on the eMigrate portal, which will be accessed by the concerned Area Protector of Emigrants in India so as to process 'No Objection Certificate' on the Passport, for the prospective Maid to leave India for employment in Malaysia.

- The employer is required to deposit with the High Commission the copies of the Temporary Employment Visit Pass (PLKS) and i-Kad issued by the Immigration Department of Malaysia within three months of arrival of the approved housemaid. The details may also be mailed at <labour4.kl@mea.gov.in> with FE reference number. Non-deposition may be viewed seriously for future application for services.

Note



No alteration/variation to the contract of employment will be accepted.



All forms are required to be neatly typed



Minimum processing time : 7 working days

* Please arrange all the documents in the serial order as per the checklist and mention the serial number on the top right corner of the first page of each document in the checklist.

CONTRACT OF EMPLOYMENT

This contract is made on this ____ day of ____ in the year ____ between _____ I/C No. (Hereinafter referred to as the Employer) of the one part and _____ Holder of Passport No. (Hereinafter referred to as the Domestic Worker) of the other part.

IT IS HEREBY AGREED as follows:

1. Duration of the Contract

- (a) The Employer shall employ the Domestic Worker in accordance with the terms and conditions of this Contract and subject to the provisions of the relevant laws, regulations, rules, policies and directives of Malaysia;
- (b) This Contract shall commence from the date of the arrival of the Domestic Worker at the Employer's home;
- (c) The Domestic Worker shall continue in the employment under the terms and conditions of this Contract for a period of ____ years or until such time the Contract is terminated in accordance with the terms and conditions of this Contract.

2. Place of work / residence of Domestic Worker

The Domestic Worker shall work and reside only at _____ during the duration of the Contract.

3. Duties and Responsibilities of the Domestic Worker

- (a) The Domestic Worker shall work only with the Employer and shall not seek employment or be employed elsewhere;
- (b) The Domestic Worker shall comply with reasonable instructions of the Employer in the performance of the assigned household duties;
- (c) The Domestic Worker shall perform diligently, faithfully and sincerely all household duties assigned by the Employer which shall not include commercial activities;
- (d) The Domestic Worker shall not use or take advantage of the Employer's possessions without the Employer's permission;
- (e) The Domestic Worker is expected at all times observe proper attire and shall be courteous, polite and respectful to the Employer and family members of the Employer;

- (f) The Domestic Worker shall abide by the laws, rules, regulations, national policies and directive of Malaysia and respect the customs and traditions of Malaysia;
- (g) In the event that the Domestic Worker marries in Malaysia during the period of employment, the Government of Malaysia reserves the right to revoke the Work Pass;
- (h) No member of family or any other person shall be allowed to stay with the Domestic Worker in the place of employment without the consent of the Employer;

4. Duties and responsibilities of the Employer

- (a) The Employer shall provide the Domestic Worker with reasonable accommodation and basic amenities;
- (b) The Employer shall provide the Domestic Worker reasonable and sufficient daily meals;
- (c) The Employer shall not require the Domestic Worker to work or to be engaged in any activities other than that related to household duties;
- (d) The Employer shall insure the Domestic Worker with the Foreign Worker Compensation Scheme in respect of any medical expenses the Domestic Worker may incur in the event of any injury where such injury arises out of and in the course of employment;
- (e) The Employer shall at all times respect and pay due regard to the sensitivity of religious beliefs of the Domestic Worker, including the right to perform prayers and to refuse to handle and consume non-Halal food;

5. **Payment of Wages**

- (a) The Employer shall pay the Domestic Worker a monthly wage of RM 1500 and the payment shall be in accordance with labour laws of Malaysia.
- (b) No deduction of the monthly wages of the Domestic Worker shall be done save accordance with the law.

6. **Rest Period**

The Domestic Worker shall be allowed adequate rest.

7. Termination of Contract by the Employer

The Employer may terminate the service of the Domestic Worker without notice if the Domestic Worker commits any of misconduct inconsistent with the fulfillment of the Domestic Worker's duties or if the Domestic Worker breaches any of the terms and conditions of this contract.

For the purposes of this clause, misconduct includes the following:

- (i) working with another employer;
- (ii) disobeying lawful and reasonable order of the Employer;
- (iii) neglecting the household duties and habitually late for work;
- (iv) is found guilty of fraud and dishonesty;
- (v) is involved in illegal and lawful activities;
- (vi) permitting outsiders to enter the Employer's premises or to use the Employer's possessions without Employer's permission;
- (vii) using the Employer's possessions without the Employer's permission.

Provided always that the Employer terminating the Contract under this clause shall provide proof of existence of such situation upon request of the Domestic Worker.

8. Termination of Contract by the Domestic Worker

The Domestic Worker may terminate this contract without notice if:

- (i) The Domestic Worker has reasonable grounds to fear for his or her life or is threatened by violence or disease;
- (ii) The Domestic Worker is subjected to abuse or ill treatment by the Employer; or
- (iii) The Employer has failed to fulfil his obligation under paragraph 5.

Provided always that the Domestic Worker terminating the Contract under this clause shall provide proof of existence of such situation upon request of the Employer.

9. General Provisions

- (a) Transportation cost from the Domestic Worker's original exit point in _____ to the place of employment shall be borne by the Employer.
- (b) In the event that the Contract is terminated by the Employer on the ground that the Domestic Worker has committed misconduct, the Domestic Worker shall bear the costs of his/her repatriation.
- (c) The repatriation cost of the Domestic Worker from the place of employment to the original exit point in _____ shall be borne by the Employer in the following circumstances:
 - (1) at the completion of Contract of Employment;
 - (2) termination of the Contract of Employment by the Employer;
or
 - (3) termination due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.
- (d) Any dispute arising between the Employer and the Domestic Worker concerning the grounds for termination of the Contract of Employment pursuant to Paragraph 7 or 8 of this Contract shall be dealt with in accordance with the applicable laws in Malaysia.
- (e) For the purpose of this Contract, the terms "original exit point" shall mean _____ in Malaysia.

10. Extension of the Contract

Notwithstanding the expiry of the duration of the Contract, the Employer and the Domestic Worker may agree that this Contract may be extended based on similar terms and conditions therein.

11. Time is Essence

Time whenever mentioned shall be essence of this Contract in relation to all provisions of this Contract.

12. Governing Law

This Contract is governed by, and shall be constructed in accordance with laws of Malaysia.

13. 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 housemaid, all texts being equally authentic.

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

.....
(Employer's Signature)

Name:
NRIC No.
Address:

.....
(Housemaid's Signature)

Name:.....
Passport No.
Emergency contact No.

I hereby declare details of my next of kin:

Name:
Address:

Contact No

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

Name:
Address:

.....
(Signature of Witness from Housemaid)

Name:
Address:

Date:

Place:

Date :

**High Commission of India,
Level 1, Wisma HIRH Lotus 442,
Jalan Pahang Setapak 53000
Wilayah Persekutuan,
Kuala Lumpur,
Malaysia**

Dear Sir/Madam,

Reference: Hiring of Indian housemaid - regarding

I/We, the undersigned, hereby undertake to comply with the following:

- (a) To 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 housemaid before or after her taking employment with me/us.
- (b) To repatriate the Indian housemaid as a result of termination of work contract as per the signed agreement in the work contract after settling all her outstanding dues, in addition to returning the Indian passport to the housemaid after processing CheckOut Memo (COM).
- (c) I/We understand that eMigrate system is mandatory requirement for employing Indian housemaid from India and I/we would abide by the provisions thereof.
- (d) I/We am/are aware of the fact that the passport of an Indian National should always be kept in the custody of the Indian passport holder. In case the Indian passport is kept in the custody of the company for renewal of work permit of the Indian employee, I/we would be personally responsible for safe custody of the Indian passport. I/We also understand that no eMigrate services may be provided by the High Commission of India to the employer, if the passport is reported damaged or lost from the custody of the employer.
- (f) If Indian housemaid lodges complaint against the employer about unauthorized keeping of her passport other than for renewal of her work permit, I/We undertake to

submit the Indian passport to the High Commission of India, Kuala Lumpur within 5 days from date of receipt of the complaint. In case of non-submission / delayed submission of passports by employer, the High Commission may debar the employer(s) for hiring the workers/housemaids from India and suitable action will be taken against the employer(s).

(g) All conditions of Employer's undertaking for the employment of foreign workers issued and enforced by the Government of Malaysia from time to time, during the period of employment of foreign workers as follows:

- (i) Bear the cost of levy for foreign workers in accordance with the Fees Act 1951 [Act 209];
- (ii) Signing a service contract in accordance with the Employment Act 1955 [Act 265] according to the service contract format as in the attachment;
- (iii) Pay wages, overtime allowance, granted holidays and rest days as well as other benefits provided under the Employment Act 1955 [Act 265];
- (iv) Comply with any provisions by the government in relation to the minimum wage provided under the National Wages Consultative Council Act 2011 [Act 732];
- (v) Provide accommodation and basic facilities in accordance with the Workers' Minimum Standards of Housing and Amenities Act 1990 [Act 446];
- (vi) Should not hold and keep foreign workers passport in accordance with the Passport Act 1966 [Act 150];**
- (vii) Do not hire any illegal immigrants in accordance with the Immigration Act 1959/63 [Act 155];
- (viii) Responsible for solving the medical expenses of a foreign workers, if not settled by the foreign workers;
- (ix) Repatriate foreign workers who have been diagnosed with a dangerous disease, infectious disease or no longer able to work;
- (x) To obtain the **Check Out Memo** (COM) from the Immigration Department of Malaysia before deporting the foreign workers to the country of origin; and
- (xi) Comply with other provisions relating to the employment of foreign workers as may be decided by the Government from time to time.

We certainly understand that if we fail to comply, we -

- (a) Could face legal action under any of the laws and regulations as stated above; and / or
- (b) Could face any administrative action including blacklisted from hiring foreign workers in future.

Signature(s) of Employer(s):

Name(s): _____

Designation(s): _____

NRIC No.: _____

Address:

Contact number: _____

Witness signature:

Witness Name: _____

NRIC No. of witness: _____

Contact number of witness: _____

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