

Government of
Pakistan
Bureau of Emigration
& Overseas
Employment

PROCEDURE

FOR

OVERSEAS

EMPLOYMENT

UPDATED BY: MR. RIZWAN AHMED,
DEPUTY DIRECTOR

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(A) GENERAL PROCEDURE

In pursuance of the Emigration Rules, 1979 and with a view to streamline the existing procedure for the recruitment of Pakistani workers for overseas employment, after incorporating the latest amendments in the Emigration Rules, the following standard procedure as modified, shall come into force with immediate effect.

2. GRANT OF OVERSEAS EMPLOYMENT PROMOTER'S LICENCE.

An application for grant of Overseas Employment Promoter's License will be made to the Director General, Bureau of Emigration & Overseas Employment, Islamabad on Form-2 alongwith other relevant documents. The Directorate of Coordination will process such application expeditiously and put up to Director General, alongwith its recommendations, within three days of the receipt of report from DIB. After personal hearing of the applicant by the Director General the case will be referred to the Ministry on the same day.

After grant of OEP License by the Federal Government and its receipt by the Bureau the Directorate of Coordination will send original letter alongwith a set of complete application to concerned Protector of Emigrants and send original relevant file to Directorate of Operation. The Protector of Emigrants shall register the license of Overseas Employment Promoter and handover to him original license retaining photocopy thereof.

3. RENEWAL OF OEP LICENCE.

An OEP will submit application for renewal of his license to the concerned Protector of Emigrants one month before the expiry of the license i.e. on or before 30th November on Form-3. Late fee as prescribed under proviso of Rule 9 (1) of the Emigration Rules, 1979 shall accompany the application for renewal of license if submitted after 30th November. The Protector of Emigrants shall scrutinize all such applications by checking each and every entry besides particulars of employees of the Overseas Employment Promoter and forward the same to Director General alongwith Part-II of the said Form, duly filled in properly, by 5th of December positively. The Director General will dispose off renewal applications by 25th December and original copies of Renewed Licenses will be handed over to the Protectors of Emigrants on or before 31st December for onward delivery to the concerned

OEPs. In case an OEP fails to collect his license by 31st March the same shall be sent back to the Bureau by 5th April.

The original copy of the license shall be delivered to the OEP only. Authorized employees of the OEP may also collect a copy of license in case OEP is out of the country and submit authority letter duly attested by Pakistani Mission in the host country.

4. **PERMISSION FOR PROCESSING A DEMAND FROM ABROAD.**

On receipt of a demand from abroad the OEP shall apply to the Protector of Emigrants on a prescribed form **(Annex-A)** attaching therewith demand documents i.e. Power of Attorney and Demand Letter duly attested by any one of the following:-

- (a) Pakistani Mission in the host country.
- (b) Ministry of Foreign Affairs of the host country.
- (c) The Mission of the host country in Pakistan.

The demand letter must specify job description such as categories of workers required, number of jobs against each category, terms and conditions of the service and qualification/ experience, if required, for each post. Power of attorney and Demand Letter combined will also be accepted in case it is duly attested by any of the authorities mentioned above. Visa slip/Labour approval duly verified shall also be submitted alongwith the demand documents. In case visa slip/Labour approval is not available, the OEP shall submit an Undertaking that the jobs are available with the employer and he shall be liable for action against him under the emigration laws if it is proved otherwise.

The OEP can apply to Protector of Emigrants for grant of permission on any working day. The Protector of Emigrants will acknowledge the receipt of such application for permission and shall dispose it off on the same day before closing hours.

5. **ACCEPTANCE OF DEMAND FROM APPROVED PRINCIPAL**

In all such cases where a foreign employer has given Power of Attorney in the name of an OEP and the OEP has provided manpower to such employer in the past with the approval of Protector of Emigrants, subsequent demands from such employer placed with the same OEP on letter/telex/fax/E-mail will be accepted by Protector of Emigrants even if not attested as required under Rule-19 of Emigration Rules 1979. However, subsequent demand placed by third party/recruiting office for such employer shall not be entertained if not supported with a requisition from the employer. The Power of Attorney executed by a third party/recruiting office shall become redundant with the change of original employer. In case the employer does not place demand with the OEP for 3 consecutive years, the Power of Attorney shall become in-operative. In such cases, the OEP be advised to get Power of Attorney (earlier executed by the employer in his name) revalidated by the respective

Principal or the case be referred to Bureau of Emigration & Overseas Employment for verification/decision.

6. **PERMISSION ON SIKKA WAKALA/KHITAB LETTER**

Protector of Emigrants will grant permission, at his own level, to the OEP if he (OEP) produces Sikka Wakala/Khitab letter duly attested by Ministry of Justice/Ministry of Foreign Affairs, Government of Saudi Arabia provided the demand is for fifty persons or less. In such cases the OEP shall produce copy of Visa Slip duly verified and shall also accept responsibility for salary and other terms and conditions of service by submitting an undertaking as per specimen enclosed **(Annex-B)**. Applications for grant of permission, where the number of workers exceeds fifty, shall be referred to the Bureau for approval.

The Protector of Emigrants shall maintain a register, showing the particulars of permissions granted at his own level on the basis of Sikka Wakala/Khitab letters, which will be presented to the Director General, during his visit to the Office of Protector of Emigrants, for inspection, for according ex-post-facto sanction.

7. **PUBLIC SECTOR DEMAND**

The Protector of Emigrants shall grant permission for Public Sector demands and refer the case to Bureau for ex-post-facto approval of D.G. P.E. shall maintain a register for the Public Sector demands, which shall be submitted to D.G for perusal on his visit to Protector of Emigrants office.

8. **ADVERTISEMENT OF APPROVED DEMANDS**

After grant of permission under Rule 18 or Rule 19 the OEP shall necessarily advertise the demand in the newspaper if the demand is for thirty workers or more. While advertising each advertisement shall necessarily contain name of the country of employment, Overseas Employment Promoters title and license number, permission number indicated prominently and all important information such as number of jobs in each category, salary offered, contract period and other fringe benefits. Press cuttings of all such advertisements released by the OEP shall be provided to the Protector of Emigrants invariably within two weeks of the publication of such advertisement or on the date of registration, which ever is earlier.

9. **ADVERTISEMENT FOR COLLECTION OF CVs**

The following procedure shall be adopted:-

- (a) The O.E.P. shall ensure that demand letter contains category and number of workers, qualification and experience required salary and other fringe benefits.

- (b) P.E. shall refer the case to Bureau with specific recommendations giving, however, the following information:-
- i) General conduct and reputation of the O.E.P.
 - (ii) Number of permissions granted to the O.E.P. during last twelve months and number of workers registered against such permission.
 - (iii) Number of permissions granted during one year against which no worker has been registered.
- (c) After grant/registration of permission, the O.E.P. shall advertise the demand in newspaper within seven days of its registration with P.E as per details in Para-8, above.
- (d) The O.E.P. shall provide copy of press clipping of such advertisement to P.E. within seven days of its publication.
- (e) While advertising, the O.E.P. shall use format approved by P.E. and shall, inter-alia, give cut-off date for collection of CVs.
- (f) Within thirty days of the cut-off date, the O.E.P. shall provide complete list of short listed candidates to the employer as well as to the P.E.
- (g) The P.E. shall keep track of processing of such demand; and
- (h) Subsequent requests from the O.E.P. for advertisement and collection of CVs shall be referred to Bureau stating complete position as (a) to (d) above.

10. REGISTRATION OF HOLDER OF DIRECT EMPLOYMENT VISA.

- i) An individual holding direct employment visa will be registered by the Protector of Emigrants under the provisions of Rule 22(3) of Emigration Rules, 1979. The registration of holders of direct employment visa will be done on the same day provided the papers are in order. In case direct employment visa exceeds ten in a group for non-traditional countries P.E. shall get prior approval of the Bureau. When the number of employment visas for a particular employer exceeds 20, the Protector of Emigrants shall continue registering the emigrant but shall inform the Bureau and other Protector of Emigrants about the particulars of the employer.
- ii) Protector of Emigrants shall clear/register workers belonging to the areas specified in Labour & Manpower Division's Notification No.2-1/2005-Emig-I which is reproduced below: -

S.No.	Name of P.E. Office	Areas of Jurisdiction
1	Protector of Emigrants, Lahore	Districts Lahore, Kasur, Okara, Sheikhupura, Faisalabad, Jhang, T.T.Singh, Gujranwala, Sialkot, Narowal, Hafizabad, Sargodha, Mianwali, Jhang, Khushab, Bhakar and Pak Pattan
2	Protector of Emigrants, Rawalpindi	Districts Rawalpindi, Attock, Jehelum, Chakwal, Gujrat, Mandi Bhauddin, Islamabad and Territory of State of Azad jammu & Kashmir
3	Protector of Emigrants, Multan	Districts Multan, D.G.Khan, Bahawalpur, Bhawalnagar, Layyah, Lodheran,

		Muzafargrah, Sahiwal, Rahimyar Khan, Vehari, Rajanpur and Khanewal
4	Protector of Emigrants, Karachi	Province of Sindh including Districts Lasbela, Khuzdar, Gawadar, Pasni, Jiwani and Ormara of Baluchistan
5	Protector of Emigrants, Peshawar	Province of NWFP and FATA excluding Districts Dir, Swat & Malakand Agency, Kohistan Buner, Chitral, Bajore Agency & Shangla
6	Protector of Emigrants, Malakand	Districts of Dir, Swat & Malakand Agency, Kohistan, Buner, Chitral, Bajore Agency & Shangla
7	Protector of Emigrants, Quetta	Province of Baluchistan excluding Districts Lasbela, Khuzdar, Gawadar, Pasni, Jiwani and Ormara

- (iii) In case of Direct Employment, the Protector of Emigrants may also clear/register intending emigrant, if he is temporarily residing in district of Protector of Emigrants subject to production of documentary evidence such as temporary residential address in CNIC, Passport, educational certificate, service certificate or proof of residence. Such cases will be cleared after the approval of In charge/Head of the respective P.Es and monthly report of these cases will be submitted to Bureau H.Qs within 10 days of expiry of each month. The P.Es will also record reasons for clearance of such cases.
- (iv) The emigrants shall submit the following documents:-
- Machine Readable Passport;
 - Computerized National Identity Card (Photocopy);
 - Employment contract or agreement duly signed by the employer or an undertaking (**Annex-C**) prescribed by the Director General;
 - Receipt for deposit of Welfare Fund;
 - Certificate of Insurance from State Life Insurance Corporation (original + duplicate copy);
 - Copy of N.O.C./deputation letter in case of ex-service men/ ex-government employees/Nurses; **and**
 - Original Challan for deposit of registration fee at the rate of Rs.2,500/- per emigrant deposited in government treasury/State Bank of Pakistan/ National Bank of Pakistan in the head of account "**Manpower Management (C02901-30) C029-Social Services Miscellaneous C02906-Registration and other fees from Pakistanis working abroad**";
 - Copy of valid NICOP or original receipt for registration with NADRA for obtaining NICOP;
 - Police Character Verification Certificate in respect of the intending emigrant from DPO/Political Agent concerned.

11. REGISTRATION OF EMIGRATION VISA.

An individual holding emigration visa will be registered by the Protector of Emigrants under Rule 22(A) of the Emigration Rules, 1979 after obtaining an undertaking from the principal applicant on prescribed format (**Annex-D**) and will maintain a register in the manner

as prescribed **(Annex-E)**; jurisdiction will be applicable as in the case of direct employment mentioned at Sr.10.

12. **GRANT OF PERMISSION AND ITS REGISTRATION.**

On receipt of an application from the OEP for grant of permission, the Protector of Emigrants will acknowledge its receipt in writing; scrutinize the demand documents carefully and grant the permission on the same day if the documents are in order. Every permission so granted shall be entered in a register and allotted a number (with date) in chronological order in a calendar year. A permission will be valid for a period of 120 days, which shall be extendable by P.E. up to 365 days through a written communication. Further extension i.e. beyond 365 days shall be allowed by an officer authorized by the Director General under Rule 20 sub-rule (2) of Emigration Rules 1979 on a written request, through P.E. concerned, from the OEP on case to case basis. Validity period of such extended period shall not be more than 120 days from its expiry. Demand, after grant of permission by P.E., not utilized within validity period, shall be brought into the notice of the Bureau invariably. In case approval of permission is refused, the Protector of Emigrants shall record the reasons thereof on application form and return to OEP on the same day. The OEP may file an appeal with the Director General against the decision of Protector of Emigrants and the decision of the Director General on such appeal shall be final.

13. **REGISTRATION OF FOREIGN SERVICE AGREEMENT.**

During the validity of permission, Foreign Service Agreements brought by the OEP for registration shall be entered by the Protector of Emigrants provided all the documents are in order, on the same day in a register allotting a registration number in sequence for each Foreign Service agreement in a calendar year. The Protector of Emigrants will ensure that copy of Power of Attorney/ demand letter is annexed with the F.S.A and shall be strictly in accordance with terms of employment given in the permission letter. The Protector of Emigrants will record such registration number on each copy of the FSA and Machine Readable passport of the concerned emigrant and shall put his seal and signature. The entry on the passport shall also be embossed with P.Es approved design/seal. Emigrant's copy of the FSA and Insurance Policy documents shall be handed over to the Orientation and Briefing Officer who will hand over the same to the emigrant after imparting him proper briefing. The Machine Readable passport of the emigrant alongwith two copies of FSA shall be handed over to the OEP who will keep one copy for himself and transmit the other copy to the foreign employer. Fourth copy of the FSA will be kept by the Protector of Emigrants for record.

14. **ACTION BY OVERSEAS EMPLOYMENT PROMOTER.**

After grant of permission, the OEP will complete the process of recruitment; arrange visas for the selectees/nominees; arrange for their medical check up; get each worker insured with State Life Insurance Corporation for a sum of three hundred thousand rupees; ensure that the selectee is in possession of valid NICOP or has been registered with NADRA for obtaining NICOP and produce the emigrants before Protector of Emigrants for registration within validity period of permission. The OEP will apply to the Protector of Emigrants for registration of FSA on prescribed form **(Annex-F)** and submit the following documents in respect of each emigrant alongwith copy of permission and press clipping of advertisement so released, where applicable;

- i) Machine Readable Passport;
- ii) Computerized National Identity Card (Photocopy);
- iii) Four copies of Foreign Service agreement duly filled in. Adhesive stamp of the value of Rs.5/- shall be affixed on two copies each for the emigrant and the employer.
- iv) Bank Certificate on Form-7 or Form-9 if the employment is for a shorter period (in original + photo copy) and Form-7A in original;
- v) Certificate of Insurance from State Life Insurance Corporation (original + duplicate copy);
- vi) Copy of N.O.C./deputation letter in case of ex-service men/ex-government employees/ Nurses; and
- vii) Original Challan for deposit of registration fee at the rate of Rs.100/- per emigrant deposited in government treasury/State Bank of Pakistan/ National Bank of Pakistan in the head "C 02851-Registration & other fee from Pakistanis working abroad";
- viii) Copy of valid NICOP or original receipt for registration with NADRA for obtaining NICOP;
- ix) Police Character Verification Certificate in respect of intending emigrants from DPO/Political Agent concerned.

15. **RELEASE OF BANK CERTIFICATE(s)**

After the departure of emigrants for abroad, the OEP may apply to the Protector of Emigrants for release of the bank certificates in respect of emigrants so departed and will furnish flight particulars of the emigrants on prescribed form **(Annex-G)**. The Protector of Emigrants will not release the bank certificates before the expiry of a period not less than seventy-two hours from departure time of the emigrants. Bank certificates issued on Form 7-A shall be kept in original by the Protector of Emigrants and monthly statement on prescribed form **(Annex-H)**, alongwith originals of Form 7-A, will be sent to Overseas Pakistanis Foundation under intimation to the Bureau.

16. **INSPECTION OF OEP'S OFFICES**

The Protector of Emigrants will visit the offices of OEPs under his jurisdiction and check the record maintained by the OEPs as laid down in Rule (25) sub-rule (1) of Emigration Rules 1979. Every Protector of Emigrants or any other officer authorized by him will visit offices of at least ten OEPs in a month, the reports whereof must reach Bureau by 10th of every month on prescribed proforma **(Annex-J)**. Besides Protector of Emigrants, the Director General or any other officer authorized by him in this behalf will also pay surprise visit to OEPs offices to see the performance of the OEP and record maintained by him. P.E. shall arrange orientation of the fresh licensees in collaboration with the Zonal POEPA for maintaining their office and keeping of record according to rules.

17. **SHIFTING OF OFFICE OF OEP.**

Shifting of offices must not be encouraged. However in unavoidable circumstances an OEP may be allowed to shift his office (main or branch office) provided there is no complaint of serious nature against him. Therefore, the Protector of Emigrants, while forwarding such cases to the Bureau, must deliberate on the conduct and performance of the Overseas Employment Promoter, beside suitability of the proposed office. The shifting of office will be approved in accordance with the letter No.6-20/79-Emig-I dated 26.6.1980 as below:-

- a) the permission for shifting the office of the OEP from one place to another in the same city will be granted by the concerned Protector;
- b) the permission for shifting of the office of the OEP from one city to another within the area of the same Protectorate shall be granted by the Bureau of Emigration & Overseas Employment;
- c) the permission for shifting of the office of the OEP from one Province to another Province shall be granted by the Federal Government;

18. **PROCESSING OF DEMAND/INTERVIEW AT BRANCH OFFICE/SITE OTHER THAN MAIN OFFICE OF OEP.**

In case the OEP is desirous to collect CVs, hold interviews or conduct tests in his branch office besides his main office or at any other place, he shall inform the Protector of Emigrants about his intention at the time of seeking permission and while advertising the demand in the newspaper he shall indicate permission number with date, number of jobs in each category, terms and conditions of service and qualification and experience, if required, for each category of job. The concerned Protector of Emigrants shall invariably send copy of such permission to the Protector of Emigrants where the branch office is located and to the Bureau. The permission to process a demand at a place other than the OEP's main office or his branch office also will be granted by the Protector of Emigrants after obtaining an undertaking from the OEP that the proposed site is not being used by any other Overseas

Employment Promoter and he has no branch office in that area and no interview of any other OEP is being conducted at the same place and on that date.

19. RETENTION OF PASSPORTS BY OVERSEAS EMPLOYMENT PROMOTERS UNDER RULE 25 OF EMIGRATION RULES 1979

An Overseas Employment Promoter can retain passports of job seekers and shall maintain record in a Register as per specimen attached at (Annex-K).

(B)

**PROCEDURE FOR RECRUITMENT OF
WORKERS FOR EMPLOYMENT IN MALAYSIA**

Bureau of Emigration & Overseas Employment has prescribed the following procedure for recruitment of Pakistani workers to work in Malaysia by Overseas Employment Promoters:

1. **PROCUREMENT OF MANPOWER DEMAND**

The O.E.P (Overseas Employment Promoter) shall procure Demand specifying all terms and conditions of employment.

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2. **VERIFICATION OF DEMAND BY COMMUNITY WELFARE ATTACHE**

- i) Community Welfare Attache shall attest the Demand letter and Power of attorney after verification of job availability and financial soundness of the employer. The employer or Overseas Employment Promoter shall submit a set of the following documents in English to Community Welfare Attache, High Commission of Pakistan, Malaysia for verification/ attestation: **(Annex-I)**
 - a. Appointment letter/Power of Attorney by the employer in the name of OEP.
 - b. Demand letter addressed to OEP by the employer.
 - c. Employment contract between employer and worker
 - d. Affidavit by the employer.
 - e. Community Welfare Attache shall attest the documents within two to four days under intimation to this Bureau.
- ii) In case demand documents are presented by the OEP himself with an undertaking that he has visited the worksite/factory and is satisfied about the genuineness of the demand, CWA shall attest documents after scrutiny of other documents such as approval of Ministry of Home Affairs and attestation of Ministry of Foreign Affairs.
- iii) CWA shall furnish list in respect of all demands attested by him to Bureau of Emigration & Overseas Employment on weekly basis.

3. **ACTION BY THE OVERSEAS EMPLOYMENT PROMOTER**

- a) In case a demand is for 50 or more workers for a particular employer the Overseas Employment Promoter concerned shall personally visit work site in Malaysia to verify the following:-
 - i. Availability of jobs with the employer as specified in the Demand Letter.
 - ii. Working conditions at job site and
 - iii. Facility of adequate accommodation.

OR

- b) In case where the demand for workers is less than 50 workers, the Overseas Employment Promoter shall furnish an undertaking (specimen enclosed) about availability of jobs, proper working and living conditions preferably by paying visit to Malaysia
- OR
- c) Accumulate job orders from other employer(s) and visit Malaysia in order to get verification as above (a) with the respective employers. The Overseas Employment Promoter shall furnish a certificate to Protector of Emigrants at the time of grant of permission for processing.
- OR
- d) Overseas Employment Promoters may form a cartel/consortium to deal with export of manpower to Malaysia. Any member of the cartel visiting Malaysia on behalf of other member OEPs may certify to Protector of Emigrants regarding availability of jobs, proper working and living conditions with particular employer (s) after visiting the job site (s).
- OR
- e) Employee of the OEP may visit on behalf of the OEP and on submission of an undertaking by the OEP with regard to availability of jobs for workers and availability of living and working conditions with the employer
- OR
- f) CWA may certify that he attested power of attorney/demand letter after visiting the employer's establishment

4. PROCEDURE FOR GRANT OF PERMISSION

Protector of Emigrants on receipt of a request from an O.E.P shall grant permission on the same day. The Overseas Employment Promoter shall furnish all documents alongwith proforma for grant of permission as mentioned at Para-2 & 3 above. The Protector of Emigrants shall fax a copy of permission granted to Overseas Employment Promoter to Bureau (HQs) as well other Protector of Emigrants on the same day for information. Protector of Emigrants shall impose following conditions:

- a) In case the demand is advertised, Overseas Employment Promoter shall publish demand in leading newspapers in accordance with the approved format (Annex-II)
- b) The OEP shall mention monthly salary and overtime separately as per Demand Letter.
- c) The O.E.P shall brief the aspirant candidates before selection about nature of work, working conditions, living conditions, salary, overtime, accommodation, electricity & water charges/bills and its payment, Insurance coverage, re-medical examination within 30 days of arrival in Malaysia. The O.E.P shall furnish a certificate thereon.
- d) The O.E.P will not charge more than Rs.60,000/- from the worker.
- e) A copy of employment contract to be registered with Protector of Emigrants shall be handed over to every emigrant at least one week before the date of registration with P.E. for the emigrant to understand terms and conditions properly.

- f) Protector of Emigrants shall submit a consolidated report about permission granted to different Overseas Employment Promoters to Bureau (HQs) at the end of each week.
- g) Protector of Emigrants shall ensure that the above conditions have been fulfilled by Overseas Employment Promoter (s).

5. **ADVERTISEMENT OF DEMANDS BY OEPs.**

- a) In case where a demand is for 30 or more workers, the O.E.P shall advertise invariably the demand in leading national Urdu newspapers as per advertisement format.
- b) The O.E.P shall publish the demand in newspaper within 07 days of the grant of permission by the Protector of Emigrants in size 2 columns x 6 inches
- c) O.E.P shall mention monthly salary in the advertisement other than overtime
- d) The Overseas Employment Promoter shall send CVs/bio-data of aspirant workers to employer within 30 days from the date of grant of permission under intimation to Protector of Emigrants either through advertisement or data bank, which is to be maintained as per prescribed format. If any delay occurs in the process, the OEP shall give reasons for delay to Protector of Emigrants.

6. **SELECTION OF WORKERS**

- a) The employer shall himself recruit workers of his choice or by his authorized representative or by the Overseas Employment Promoter on criterion "RIGHT MAN FOR THE RIGHT JOB".
- b) The Overseas Employment Promoter at the time of interview/selection shall inform the prospective candidates about the employer, nature of job, salary offered, physical requirements and experience etc.

7. **SECURITY CLEARANCE**

A selected worker shall himself obtain Police Character Verification Certificate from District Police Officer (DPO)/SSP/Political Agent of the district of his residence for the purpose of endorsement of visa and as per requirement of the Malaysian Government. Workers shall be responsible for its genuineness.

8. **MEDICAL EXAMINATION/TEST**

The selected worker shall arrange his medical fitness certificate himself from a hospital/medical center designated in major cities by the Malaysian High Commission in Islamabad or Ministry of Health, Malaysia. The expenses for medical tests/examination shall be borne by the worker himself. On arrival in Malaysia, all workers will be re-examined medically within 30 days. In case a worker is found medically unfit, he shall be repatriated back home immediately at his own risk and cost. He will be liable to refund amount of levy paid by the Malaysian employer on his behalf to Overseas Employment Promoter concerned. (List of Medical Centers attached) **(Annex-III)**.

9. INDUCTION COURSE

An OEP shall arrange issuance of eligibility certificate in respect of the selected worker, who has undergone induction course arranged by Malaysian Training Providers in the Orientation and Briefing Center (as Approved Training Center-ATC) in Protector of Emigrants Office. The OEP shall also remit certificate fee and commission of the Malaysian Training Providers in Malaysia directly. In case of a person proceeding on direct employment, he shall himself remit fee and commission directly ATC concerned shall however, send list of the individuals to Malaysian Training Providers in Malaysia. The names of approved MTPs are as under:-

S.No.	Name of MTPs	Eligibility Certificate, Training fee and commission
1	M/s. AMASU(M) SDN BHD	E.C fee - \$ 10 Registration - RM 10 Courier Charges - RM 05
2	M/s. Bagus Industrial Training Services	Total fee & Commission - \$ 13
3	M/s. Evertronics	MLVK Reg. Fee - \$ 10 MTP Services Charges - RM 15 Courier charges - RM 10

10. ENDORSEMENT OF VISA

The O.E.P shall arrange calling/entry visas through Malaysian employer duly approved by Home Department, Malaysia for selected workers. A selected worker may be dispatched to Malaysia by the concerned O.E.P in case where the visa will be endorsed on arrival at Entry Point. The worker must be in possession of the following documents:-

- i) Machine Readable Passport (MRP).
- ii) A copy of calling visa issued by the Ministry of Home Affairs, Malaysia duly marked against the name of the worker.
- iii) Medical fitness certificate (Original) issued by the nominated Medical Center.
- iv) Police Character Verification Certificate (Original) issued by DPO.
- v) Copy of contract duly signed by the Protector of Emigrants indicating Registration Number and Date

11. REGISTRATION OF FOREIGN SERVICE AGREEMENT WITH PROTECTOR OF EMIGRANTS

The O.E.P shall get reservation of seats on Malaysian Airlines or PIA in respect of the workers for whom calling visas have been received and shall submit an application form as per specimen at (Annex-IV). Protector of Emigrants shall register the workers on the date

indicated in the Annexure-IV after obtaining the following documents and shall also inform Bureau about all such registration on the same day for information: -

- a) Machine Readable Passport of intending emigrant alongwith a copy of calling visa to be endorsed at KLIA (entry point in Malaysia)
- b) Confirmation letter from employer regarding dispatch of workers in response to Annexure-IV.
- c) Foreign Service Agreement duly filled in and signed by the employee, employer or O.E.P on behalf of the employer.
- d) Copies of Challan for deposit of Government fee, welfare fund, insurance premium etc.
- e) A copy of Police Character Verification Certificate issued by DPO,
- f) A copy of medical fitness certificate issued by nominated medical centre.
- g) A copy of receipt of total payment made to O.E.P for all expenses by the selected workers. Specimen attached (Annex-V).
- h) Copy of advertisement given in the press to clarify that it is as per format.
- i) A brief on employer's job description, duty and work to be performed by the worker for briefing purpose.
- j) Protector of Emigrants shall submit a weekly-consolidated report to Bureau Headquarters about registration of workers.

12. CLEARANCE/REGISTRATION OF FEMALE WORKER

In addition to documents/formalities stated at Para-10 above the following documents/formalities are to be completed:-

- i) In case of demand for female workers, Community Welfare Attache shall visit place of employment and verify the credentials of the employer, working conditions, boarding and lodging & security arrangements for female workers
- ii) A selected lady worker shall provide NOC from her parents/guardians for her employment in Malaysia.
- iii) An undertaking from the O.E.P concerned that the employer has good reputation and will safe-guard the interest of the female worker in Malaysia
- iv) Protector of Emigrants shall send fortnightly report regarding registration of female workers to Director General, Bureau of Emigration & Overseas Employment

13. REGISTRATION ON DIRECT EMPLOYMENT

A person who himself arranges employment in Malaysia shall submit the following documents to Protector of Emigrants for his registration:-

- i) Machine Readable Passport (MRP) duly bearing endorsed visa OR calling visa original to be seen and verified by the Protector of Emigrants.
- ii) Copy of employment contract duly signed by the Malaysian employer and attested by CWA, High Commission of Pakistan, Malaysia shall be obtained to safe-guard the interest of intending emigrants as well as in public interest or the individual who gets employment visa endorsed on the passport from the High Commission for Pakistan, Islamabad/Karachi may be cleared/registered if he provides contract signed by his employer or on submission of undertaking as prescribed.
- iii) Copies of Challan for deposit of Govt. fee, welfare fund, insurance premium, NADRA etc.
- iv) Copy of police character verification certificate issued by concerned DPO.
- v) Medical fitness certificate issued by nominated Medical Center.
- vi) A confirmation letter from employer that he will receive worker(s) at KLIA (entry point in Malaysia)
- vii) Protector of Emigrants shall ensure that no permission for this particular employer has been granted by any Protector of Emigrants and shall register the individual.
- viii) Protector of Emigrants shall register/clear cases where the group visa is for 10 or less persons and in case, where the group exceeds 10 Protector of Emigrants shall refer the case to Bureau's Hqr for its verification from the employer through Community Welfare Attache the mode of recruitment of workers.
- ix) Protector of Emigrants shall provide information of such registration to Bureau on the same day.
- x) Protector of Emigrants shall send list of workers cleared/registered to CWA, High Commission of Pakistan, Malaysia weekly for information.
- xi) Protector of Emigrants shall observe due jurisdiction as defined under Clause 10 of General Procedure

14. ORIENTATION AND BRIEFING BY PROTECTOR OF EMIGRANTS

- i) The workers selected for Malaysia by an O.E.P shall appear before the Protector of Emigrants, who will brief them about the terms and conditions of their service
- ii) O&B Officer shall brief the intending emigrants either recruited by an O.E.P or proceeding on direct employment about the climate, customs, traditions, labour laws and DO's and DONT'S during briefing session
- iii) Signed copy of the contract shall be handed over to the employee by Protector of Emigrants bearing Registration Number and his signatures after briefing session.

- iv) Copy of brochure/leaflet in Urdu shall be distributed to all emigrants (Copy enclosed) **(Annex-VI)**.

15. DEPARTURE OF WORKERS

- i) The O.E.P shall ensure safe departure of workers to Malaysia. Every selected worker shall wear clean national dress or trouser/shirt. The person, who is proceeding for employment at his own, shall get reservation of seats himself.
- ii) In case where workers are proceeding through an OEP departure schedule shall be faxed to CWA, High Commission of Pakistan, Malaysia by the concerned OEP

16. RELEASE OF BANK CERTIFICATES

Protector of Emigrants shall release bank Certificates at least after 15 days from the date of dispatch of a worker(s) and on confirmation of the Overseas Employment Promoter that worker(s) have been provided jobs and are working satisfactorily.

(C)

PROCEDURE FOR DISPOSAL OF COMPLAINTS

1. DISPOSAL OF COMPLAINTS

To stream-line and expedite the investigation reports, the following guide lines are issued for Protector of Emigrants and Community Welfare Attaches:-

(A) Investigation by Protector of Emigrants

On receipt of complaint(s) directly or through any other source, the Protector of Emigrants shall take the following measures:-

- i) Call the complainant(s) to record his/their statement(s) notifying him/them in clear terms to bring all documentary/oral evidence in support of the allegations. The complainant(s) must also give full name(s) and address(s) alongwith phone number, fax number, e-mail and website number of witness(s), if any.
- ii) Provide copies of all the documents received from the complainant(s) as in (i) above to the Overseas Employment Promoter with the direction to send his written reply supported with documentary/oral evidence in his defense within a period of 15 days. Receipt of such notices by the Overseas Employment Promoter and the complainant(s) must be ensured.
- iii) After receipt of reply from Overseas Employment Promoter he may be given 10 days time to appear before Protector of Emigrants for facing the complainant(s). In case no reply is received within the stipulated period, statement of Overseas Employment Promoter must be recorded at the time he appears before Protector of Emigrants.
- iv) Protector of Emigrants may send his report to Director General on proper examination of the record, questions/cross questioning of the Overseas Employment Promoter/complainant(s). Copies of all such material duly attested must be sent to Director General alongwith the investigation report.
- v) In case the complainant is abroad his witness, if any, may be examined and report submitted to D.G. on the basis of available record. In such cases and in case the complainant(s) is/are registered with P.E. copies of Power of Attorney/Demand letter, Permission number,
- vi) Registration number of the complainant(s) and copy of Foreign Service agreement must also be provided.
- vii) No person such as partner or employee of the Overseas Employment Promoter shall be heard without the presence of the Overseas Employment Promoter.

- viii) Enquiry must be completed and report sent to D.G within 45 days of its receipt in P.E. Office. If due to unavoidable circumstances enquiry is not completed within this period an interim report must be sent stating also the reasons for its non-completion.
- ix) In case an employee of the Overseas Employment Promoter is accused of extraction of money, the Protector of Emigrants shall check list of the employees and confirm if the accused is employee of the Overseas Employment Promoter or otherwise.

(B) **Investigation by Community Welfare Attache**

On receipt of a complaint directly or through any other source, the Community Welfare Attache shall take the following action:-

- i) If the complainant(s) is/are present before him.
 - a) get his/their written statement(s) individually or jointly. In their statement the complainant(s) must, inter-alia, mention the name and full address(s) in Pakistan of the Overseas Employment Promoter and middleman, if any, the amount paid to the Overseas Employment Promoter(s) or the middleman and name(s) and full address(s) of his/their witness(s), if any, in Pakistan.
 - b) ask them if they received their copies of FSAs, did anybody snatch or take away from them? If so, indicate his/their identity. In case they were made to sign a new agreement, if so, whether the rate of salary and benefits were reduced?
 - c) enquire from him/them if he/they had gone to Labour Court against the employer. - Whether they intend to go to Labour Court? - Did they go on strike or cause any material damage to the employer?
 - d) see the employer to get his comments, if the complaint is against the employer.
- ii) If the complaint has been received by mail, visit or have telephonic contact with the complainant(s) at his/their given address(s) and complete action as at (a), (b), (c) and (d) in the preceding paras.

2. **ACTION BY COMMUNITY WELFARE ATTACHE:**

The Power of Attorney and Demand Letter presented to Community Welfare Attaché will be attested/verified by him after being satisfied that all the documents are in order and the credentials of the employer are beyond doubt and that the jobs are available with the employer. Community Welfare Attaché will specify whether the employer belongs to the public sector (government) or private sector.

Community Welfare Attaché will maintain a register containing the serial number and date of each attestation of documents alongwith the particulars of the employer, the OEP, number of vacancies and the job description. Particulars of documents so attested such as name of employer, name of the OEP and number of jobs etc. will be faxed to this Bureau by C.W.A. on the same day. Similar record indicating the particulars of attestation of documents pertaining to direct employment visa will be maintained separately.

Sd/-

(ARBAB MUHAMMAD AZHAR)
DIRECTOR GENERAL

28-12-2016

APPLICATION UNDER RULE (19) OF EMIGRATION RULES 1979

To,

The Protector of Emigrants,
_____Subject: **PERMISSION TO PROCESS EMPLOYMENT FOR ABROAD**

Dear Sir,

We have been advised by M/s _____ through M/s. _____ to process placement of workers, detailed below, for employment with them (Copies of Power of Attorney/Demand Letter /Sikka Wakala/Khitab Letter attached).

S.No.	Category of Workers(s)	Number Required	Monthly Salary	Contract Period	Remarks

Other Fringe Benefits: Accommodation Free: Food Free or 25% of the pay: Medical Free: Transport Free: Economy Class Round Air Trip Free or Free Passage Not provided: Return Air Passage Free: Overtime and other fringe benefits according to Local Labour Laws.

The process will be carried out through:

- (a) Advertisement, Collection of CVs, Interview/Test and Recruitment
- (b) Advertisement, Interview/Test and Recruitment
- (c) Recruitment from left over CVs against a previous demand
- (d) Nominees of the employer

The process will be completed in the following premises:

- (i) Approved Head Office at _____
- (ii) Approved Branch Office at _____
- (iii) Other places(s) _____

NOTE: Strike out which is nor relevant and authenticate it with stamp and signature.

Stamp & Signature of OEP

The permission has been granted on the following conditions. The permission is valid for seventy days. Please get it revalidated, if required, immediately on its expiry.

OR

The permission has not been granted due to the following reasons: -

Protector of Emigrants

ON LETTER HEAD PAD OF THE OEPUNDERTAKING

No. _____

Dated _____

We M/s. _____ OEPL No. _____

solemnly affirm that M/s. _____
(Name of Employer)through M/s. _____
(Name of Attorney)

vide Sikka Wakala/Khitab Letter No. _____ dated _____

have authorized us to recruit _____ workers and arrange their departure to
Number) the employer.

We further confirm and stand guarantee that the employer is in need of workers in the following categories of workers and shall provide the salary and fringe benefits as detailed below:-

S.No.	Category	Number required	Salary	Contract period

Other Fringe Benefits:

- Accommodation, Medical and local transport are free.
- Food free OR Twenty five percent of the basic salary.
- Air-passage free/Air passage not provided.
- Other benefits as per Local Labour Laws.

We undertake that the employer shall provide salary and other fringe benefits as enumerated above. In case of violations of the above conditions we shall be liable for action under Emigration Laws.

(Name and Signature of OEP with seal)

UNDERTAKING

I Mr. _____ S/o _____
Resident of _____

Holding passport No. _____ dated _____ do hereby solemnly declare that:

1. I have arranged my visa for employment in _____ as _____
(i) through my own efforts (ii) through my relative/friend
Mr. _____ S/o _____
resident _____.
2. The employer M/s _____
has issued visa for my employment.
3. I myself have got the visa stamped on my passport from
Embassy/Consulate _____ which is genuine.
4. My original visa available at the Airport of entry _____ the
photocopy of which is submitted herewith. I undertake that the
photocopy is genuine.
5. As per my verbal agreement I would be paid \$/SR/Dh etc.
_____ P.M. as salary. The other terms and conditions
will be according to the labor laws of the host country. I have not
received attested Foreign Service Agreement from the _____ Embassy
and therefore, I shall be responsible for any terms of service.
6. I shall not have my job or slip away from _____ and will work
with the employer who has arranged my visa/job.
7. I shall not be deployed by the employer to work in Iraq or any other war
zone.

I shall be held responsible under Emigration Ordinance, 1979 and rule made
thereunder, if visa is false/forged.

Dated: _____

Signature of Emigrant

UNDERTAKING

I, _____ s/o. _____ holder of
Passport No. _____ issued at _____ resident of
_____ hereby undertake that I have obtained
Emigration Visa from _____ (Country) and am accompanying by
the following members (18 years and below), whose visas have been endorsed:-

1. Name & Father's Name: _____
2. Sex: _____ (Male/Female)
3. Date of Birth: _____
4. Relationship: _____

Signautre: _____

Name: _____

NIC No. _____

E-mail (if any): _____

Annex-E

Registration No.	Date of Registration	Name with Father's Name of emigrant	Date of birth	Qualification	Address in Pakistan	Destination	Particulars of accompanying members (18 years & below)				
							Name	Sex		Date of birth	Relationship
								M	F		

To,

The Protector of Emigrants,

Subject: REGISTRATION OF FOREIGN SERVICE AGREEMENT

Dear Sir,

We are submitting herewith _____ Foreign Service Agreement(s) alongwith other documents, in respect of the following emigrant(s) (or as per list attached) for registration against Permission No. _____ dated _____:-

S. No.	Name of Emigrant	Father's Name	Passport No.	Category	Country

- a) It is further submitted that visas have been stamped on the passports of the intending emigrant(s) by _____ to
(Name of Embassy)
work with M/s. _____
(Name of Employer)
OR
- b) It is submitted that the visas of the intending emigrants(s) are available at the Airport of entry namely _____. The photocopies are attached herewith.
- c) Original Bank Certificate on Form-7 & 7(A) in respect of each worker are hereby presented and Registration fees of Rs. _____ has been deposited in the Government Treasury/State Bank of Pakistan/National Bank of Pakistan, _____ vide Challan No. _____ dated _____ (original enclosed).
- d) It is certified that contents of the Foreign Service Agreement have been explained to the emigrants(s) in their own language.
- e) It is certified that all the information given above is correct.

Permission granted for _____ workers
FSAs now submitted for _____ workers
Balance in the Permission _____ workers

Stamp & Signature of OEP

**TITLE AND NUMBER OF OEP LICENCE
FLIGHT PARTICULARS OF THE EMIGRANTS**

S.No.	Name of emigrant	Permission No. with date	Flight No.	Date of Departure	Country of destination

It is certified that the above information are correct.

(Signature and seal of the OEP)

Annex-H

**STATEMENT SHOWING THE NUMBER OF WORKERS REGISTERED THROUGH
OVERSEAS EMPLOYMENT PROMOTERS, WHO HAVE DEPOSITED WELFARE
FUND_@ RS.1050/- EACH**

S.No.	Title of OEP licence	Number of workers	Name & Branch of Bank	Date of deposit	Total amount (workers x 1050)

Original Bank Certificates on Form 7-A are enclosed, as per lists)

Protector of Emigrants

REPORT OF INSPECTION OF OEP's OFFICES

Protector of Emigrants _____

Name, Style & Licence No. of the Agency _____

Location _____

Whether:

- i) The signboard displayed at an appropriate place on office premises?
- ii) Necessary instructions on procedure for obtaining overseas employment by the intending emigrants are displayed?
- iii) Copy of OEP's Licence has been displayed in the office?
- iv) Look of the office poorly or properly maintained and decorated?
- v) The OEP maintains regular office?
- vi) Signboard properly displayed on his registered office?
- vii) The OE.P keeps necessary office equipments such as Telephone, Fax, Computer and Email facility?

Whether the OEP keeps:

- i) Complete list of OEPs working in Pakistan (to be supplied by the Association)?
- ii) Register of persons sent abroad alongwith their particulars and particulars of employer with whom they were sent to work?
- iii) Record of OEP Welfare Fund credited through him?
- iv) Complete list of employees showing their names and addresses, I.D. Card Nos. etc., duly verified by the Police?
- v) Complete record of permissions in chronological order granted by P.E. showing upto date utilization position?
- vi) Record of collection of C.Vs.?
- vii) Accounts Register showing the amount received under Rule 15(A) and counter folio of receipts issued?
- viii) Record for retaining passports of intending emigrants and receipt issued in lieu thereof?

General reputation of the O.E.P.**Observations & recommendations of Visiting Officer
Duly signed/countersigned by the P.E.**

**SPECIMEN OF REGISTER FOR KEEPING PASSPORTS BY THE
OVERSEAS EMPLOYMENT PROMOTER UNDER RULE 25 SUB RULE 2
CLAUSE (XVIII)**

S. No.	Name with Father's Name & Address	Passport No.	Receipt No. & Date of Deposit	Signatures of Passport Holder	Date of Return	Signatures of Passport Holder
1	2	3	4	5	6	7

Date _____

POWER OF ATTORNEY

We M/s. (Company name) Company registration number) situated at _____ Malaysia, do hereby authorize and appoint M/s. _____ Pakistan, (please write name and other details) to be our true and lawful attorney in Pakistan for the purpose of handling all affairs associated with the collection of CV's of Pakistani workers for employment, making selection of workers, etc. For our company, and to sign all necessary documents and employment contracts required by the law and regulations of Pakistan and Malaysia, and to arrange for passports and necessary visa endorsement with the High Commission of Malaysia, Islamabad/Consulate General of Malaysia, Karachi and to make arrangements for the workers' passage to the job site.

This power of attorney shall remain valid till all the workers arrive in Malaysia according to the Demand Letter No. _____ dated _____.

This power of attorney is non-transferable and is irrevocable.

In witness whereof we have executed this documents on _____ day of _____.

(Employer's Name)
Director

Certified and attested in the country of employment
By the Embassy of the Islamic Republic of Pakistan in Malaysia

Full Name _____
Designation and Seal _____
Date _____

DEMAND LETTER

Date _____

To,

M/s. _____
The OEP (Please mention name of your authorized OEP in Pakistan),
(mention complete address),
(mention name of city).

Subject:- **DEMAND LETTER FOR RECRUITMENT OF (mention number of workers) WORKERS FROM PAKISTAN IN (mention sector).**

Dear Sir,

We hereby appoint your company to recruit and Collect Relevant CV's with Medical reports/certificates of Pakistani male _____ workers for employment with our company and to liaise with relevant authorities in Pakistan concerning this recruitment.

Item	Category	Number

OUR RECRUITMENT TERMS AND CONDITIONS ARE AS FOLLOWS:

1.	Age	Years old
2.	Salary	RM _____ per day for 26 days
3.	Increment	Based on performance
4.	Allowances	
5.	Period of contract	3 years and extendable on mutual agreement.
6.	Accommodation	Provided by the employer
7.	Food	On the account of employee
8.	Medical facilities	As per Malaysian Labour Law
9.	Annual Medical Examination Fee	As per Malaysian Labour Law
10	Bankers Guarantee in favour of the Immigration Department of Malaysia	Paid by the employer
11.	Air Passage	Free air passage upon

		completion of 3 years contract
12.	Leave and Holiday	As per Malaysian Labour Law
13.	Normal Working Hours	8 hours per day
14.	Overtime	As per Malaysian Labour Law
15.	Payment of Levy	Paid by the company and deducted from monthly salary of employee in 12 equal installments.
16.	Payment of Insurance Premium	Paid by the employer
17.	Transport	Provided by the employer from accommodation to work place
18.	Death compensation	As per Malaysian Labour Law (covered by FWCS)
19.	Repatriation of terminated workers	Paid by the employee
20.	Repatriation of sick, disabled workers	Paid by the employer
21.	Repatriation of dead body	Paid by the employer (covered by FWCS)

Kindly arrange to recruit the above-mentioned categories at the earliest.

Thanking you,

Yours faithfully,

Name of the Employer
(Managing Director)

Certified and attested in the country of employment
By the Embassy of the Islamic Republic of Pakistan
In Malaysia

Full Name _____
Designation and Seal _____
Date _____

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into force on this _____ day of _____ by and between M/s. (Malaysian Company) (000000-0), Head Office situated at _____ Malaysia (hereinafter called the Employer) on the one part and Mr. _____ the lawful citizen of the Islamic Republic of Pakistan, holding Passport No. _____ (hereinafter called the Employee) on the other part;

In the presence of the witnesses, both the Employer and the Employee hereby voluntarily agree to bind themselves to the following terms and conditions of the Contract:

BASIC TERMS AND CONDITIONS OF THIS EMPLOYMENT CONTRACT

1. EMPLOYER'S RESPONSIBILITY:

The Employer (or his attorney in Pakistan) shall brief and explain to the Employee with regard to the terms and conditions of employment, which include type of work, salary/wage, facilities provided and the standard regulation of the Company before commencement of employment.

2. JOB CATEGORY:

Employee's job title or position : _____
Age : from 21 to 40 years.
Sex : Male

3. SALARY:

a) Basic Salary : RM
b) Overtime Allowance : RM
c) Other Allowance : RM

- 3.1 Payment of salary shall be made at the end of each calendar month and not later than 7th day of the following month.
3.2 The Employer commits to provide a minimum over time working hour's opportunity of _____ hours per month.
3.3 The minimum guaranteed salary would be RM. _____ Per month.

4. WORKING HOURS:

- 4.1 The employee shall perform 8 hours work in a day (48 hours per week).
4.2 Any additional work done beyond the normal working hours (overtime) shall be rewarded in accordance with the rate provided in the Malaysian Employment Act, Overtime rate that is for Week Days Overtime will be paid based on 1 hour x 1.5 hours, Overtime rate that is for Rest Days Overtime will be paid based on 1 hour x 2.0

hours and Overtime rate that is for Public Holidays Overtime will be paid based on 1 hour x 3.0 hours.

- 4.3 Any overtime shall be performed as duly authorized by the Site Manager or any other authorized personnel of the Company.

5. DURATION OF EMPLOYMENT:

- 5.1 The employment contract shall be for a period of Three (03) years from the date of arrival of worker.
- 5.2 This Contract may be extended for another additional two (2) years by mutual agreement subject to be the approval of relevant authorities and the both parties.
- 5.3 The employee shall serve a probation period of three (3) months from the date of arrival.

6. ADEQUATE WORK:

Subject to the provision of the Malaysian Employment Act, the Company shall be bound to provide the employee with sufficient work suitable to Employee's capacity for the full duration of this Contract.

7. ACCOMMODATION:

- 7.1 The Employer shall provide the Employee with free accommodation complete with water and electricity supply. Necessary kitchen items such as stove, gas cylinders, etc., will be provided by the employer.
- 7.2 The Employee shall be housed in a suitable accommodation shared with reasonable number of employees.
- 7.3 The Employer will provide free for workers the necessary Construction site safety equipments such as shoes, gloves, glasses, earplugs, helmets and etc.
- 7.4 The Employee is strictly not allowed to bring in any kind of out side friends or relatives to stay in the accommodation that provided by the Employer.

8. MEAL/FOOD AND LAUNDRY:

The cost will be born by the Employee.

9. MEDICAL BENEFITS:

Medical treatment for Site Injuries will be provided free by the Employer, except for self-inflicted injuries such as sexually transmitted diseases or any other chronic diseases that carry by the Employee from his own country.

10. YEARLY MEDICAL CHECKUP:

Yearly medical examination will be arranged as required by the Immigration Department of Malaysia and cost incurred will be borne by the Employer.

11. ANNUAL LEAVE, SICK LEAVE AND PUBLIC HOLIDAYS:

- 11.1 There will be at least 8 days of annual leave for the 1st and 2nd years; 10 days for the 3rd and 4th years; and 12 days for 5th year onward. The Employee shall be entitled for paid annual leave in accordance with the Malaysian Employment Act 1955.
- 11.2 Any employee who wishes to take leave must obtain prior written approval by the Employer three (3) days in advance and ensure to report for duty on time.
- 11.3 There will be aggregate 12 days of sick leave and medical expenses will be limited to RM200.00 per year for each worker/employee. The Employee shall be entitled for paid sick leave if certified by medically unfit to work by the Employer's Panel doctor.
- 11.4 The Employee shall be entitled for the Public Holidays according with the State of the Malaysia.

12. INSURANCE COVERAGE AND SECURITY BOND:

- 12.1 The Employer shall provide insurance coverage (free for the Employee) such as Workmen Compensation Scheme for Foreign Workers or Personal Accident Policy against accident during the course of employment. In case of a claim the Employer shall be responsible to help the concerned Employee to submit for the compensation. This coverage involves both temporary and permanent disability caused by injury and death.

13. GOVERNMENT LEVY AND IMMIGRATION FEES:

- 13.1 The Employee/Worker shall be responsible for the payment of pay the Levy to The Immigration Department of Malaysia. However, the Employer will make payment of the levy in advance and will deduct the same from the worker from his salary in 12 monthly installments.
- 13.2 All other immigration fees/charges will be borne by the Employer.

14. TRANSPORTATION:

- 14.1. The employer shall be responsible to provide suitable transport to the Employee/worker for duty from and to/between the work site and the worker's hostel.
- 14.1 In other cases, whenever necessary the Employer shall provide free suitable transportation to and between work site and hostel.

15. INCREMENTS, BONUS AND OTHER ALLOWANCES:

Any increment, bonus and/or allowances shall be given at the sole discretion of the Employer. The Employer shall review the salary and have the sole discretion to decide for any increment, bonus and allowances after six (6) months of the employment period.

16. TRANSPORTATION OF THE DEAD BODY:

In case of Employee dies in the course of his employment, the Employer shall be responsible to arrange for the repatriation of the dead body of the deceased to his next of kin in Pakistan and necessary repatriation cost shall be borne by the Employer.

17. TRAVELLING EXPENSES:

- 17.1 Air ticket for work from Pakistan to Malaysia shall be borne by the Employee, and upon completion of the Employment contract the traveling expenses, including air ticket, from work place to Karachi (Pakistan) shall be borne by the Employer.
- 17.2 In case of early termination of employment due to reasons as stated in the articles 18 and 19 below, the Employee will fully pay for his own return air ticket from Malaysia to Pakistan.

18. RESTRICTIONS:

- 18.1. The Employee is not allowed to engage in any employment with other individual, organization or institution during the period of this Contract.
- 18.2. The Employee shall not be accompanied to Malaysia by his family or friends.
- 18.3. The Employee shall not be responsible for any misconduct or breach of any law or rules and regulation regarding discipline and work.
- 18.4. The Employee shall not commit any immigration violation or crime during his stay in Malaysia.
- 18.5. The Employee shall not resort to any strike nor involve in any other tactics such as to slow etc. He shall not engage himself in any political activity and other activities related to Trade Unions in Malaysia, nor instigate others to commit such acts.
- 18.6. The Employee shall not collect any money from any other fellow/co-worker by force or coercion for whatever reason.
- 18.7. The Employee shall not engage himself in any romance relationship and/or marry and/or intend to marry any Malaysian national during the continuance of the period of this Employment Contract
- 18.8. The Employee shall strictly follow Malaysian laws and Company's rule and regulations which are necessarily imposed by the management or relevant authorities.

19. TERMINATION OF EMPLOYMENT:

The Employer reserves the right to immediately terminate this Contract with Employee on occurrence of any one or more of the following events:

- 19.1 If the Employee breaches any of the restrictions of Clause 18, mentioned above or is convicted of any offence under any law of Malaysia.
- 19.2 If the Employee's Employment Pass is cancelled/ withdrawn by the Malaysian Authorities for any reason whatsoever.
- 19.3 If the Employee is absent from work for more than three (3) consecutive working days without any reasonable excuse.
- 19.4 If the Employee is discovered/found to be under twenty one (21) years old.
- 19.5 If the doctor certified the Employee to be is medically unfit for employment.

20. DISPUTE SETTLEMENT AND APPLICATION LAW:

Any and all disputes between the two parties hereto arising from or relating to this Contract shall be settled amicably through mutual consultation and in accordance with local Malaysian Employment Act and should be notified to the High Commission for Islamic Republic of Pakistan at Kuala Lumpur.

21. DUE PERFORMANCES:

The failure of the Employer to require the performance of any item of this contract or the waiver of the Employer of any breach of any term of this Contract by the Employee shall not prevent subsequent enforcement of such term, nor be construed as a waiver of any rights the Employer may have under any term of this Contract.

22. OTHER TERMS AND CONDITIONS:

- 22.1 The Employer will pay the basic salary of the due months, if the Employee/worker is repatriated, before completing there contractual period.
- 22.2 If any worker resigns willingly on his own free will from the service, then the air ticket for repatriation will be borne by the worker.
- 22.3 If the Employer terminates the service of any worker before completing the contractual period but not due to the fault of worker, then Employer must compensative duly to the worker and the air ticket for his repatriation to Karachi (Pakistan) will be borne by the Employer.

(FWCS)

20. Repatriation of terminated workers: : Paid by the employee.
21. Repatriation of sick, disabled workers : Paid by the employer
22. Repatriation of Dead Body : Paid by the employer (covered by
FWCS).

Kindly arrange to recruit the above-mentioned categories at the earliest.

Thank you,

Yours faithfully,

Name of the Employer
(Managing Director).

Certified and attested in the country of
employment By the Embassy of the
Islamic Republic of Pakistan in Malaysia

Full Name _____ Designation and

Seal _____

Date _____

Dated _____

AFFIDAVIT

The management of the company (mention name of the Malaysian company (mention Company Registration Number), located at (mention complete address of the company) undertake that:

- a) The interest of the female workers will be safeguarded during their stay in Malaysia for employment.
- b) There is a separate boarding and lodging arrangements for female workers; and
- c) The female workers will not be harassed sexually or immorally;

Signature of Employer
Name
Designation
I/C No.
Company's Seal/Chop

Attested by Community Welfare Attache,
Embassy of the Islamic Republic of Pakistan in Malaysia

Full name _____
Designation and Seal _____
Date _____

AFFIDAVIT BY THE EMPLOYER

Dated _____

AFFIDAVIT

The management of the company (mention name of the Malaysian company (mention Company Registration Number)), located at (mention complete address of the company) undertake that it will strictly implement the terms and conditions mentioned in the Contract of Employment attested by the Notary Public, Ministry of Foreign Affairs, Malaysia and the High Commission of Islamic Republic of Pakistan, at Kuala Lumpur and that under no circumstances will they amend such terms and conditions nor enter into any separate contract of Employment with the Pakistani workers before or after their taking employment with the company.

2. The management of the company (mention name of the Malaysian company) also hereby undertakes the responsibility of repatriating any Pakistani worker as result of termination of Contract by either side, or for whatever reasons arising in the course of employment, by providing return air ticket at the company's expense and settling their dues, in addition to returning the passports to the employee.

3. The management of the company (mention name of the Malaysian company) undertakes that it has sufficient work for these workers in their company and that these workers will not in any case be sub-let to any other party / employer, except in accordance with the Malaysian Labour laws and with necessary approval of the Malaysian authorities concerned and under the prior intimation of the High Commission for Pakistan, Kuala Lumpur.

Signature of Employer :
Name :
Designation :
I/C No. :
Company's Seal / Chop :

Seal of Malaysian Notary of public and certified by the Ministry of Foreign Affairs
(Wisma, Putra, Putrajaya)

Certified and attested in the country of employment
By the Embassy of the Islamic Republic of Pakistan in Malaysia
Full Name :
Designation and Seal :
Date

KARACHI

1	Taj Medical Complex Ltd., M.A. Jinnah Road, Karachi
2	Medical Clinic, 23, Shaheed-e-Millat Road, Karachi
3	Taj Medical Center, 2-4A, Sehat Center, Crown Plaza, Jinnah Hospital Road, Karachi
4	Medical and Diagnostic Clinic, Suit No.1, Mezzanine Floor, Hamdard University Hospital, M.A. Jinnah Road, Karachi
5	Al-Hilal Medical Diagnostic Center, D-9, P.E.C.H.S, Block-6, Shaheed-e-Millat, Karachi
6	Taj Medical Center, Kayaban-e-Shahbaz, Taj Tower, D.H.A, Karachi

ISLAMABAD/RAWALPINDI

7	Shifa International Hospital, Islamabad
8	Pakistan Institute of Medical Sciences, (PIMS), Islamabad
9	Kulsum Cardio Center, 3 rd Floor, Kulsum Plaza, 42, Blue Area, Islamabad
10	G.C.C Diagnostic Center, 522-A, Margalla Road, F10/2, Islamabad
11	Nayab Labs and Diagnostic Center, 6, Pak Parilious Plaza, 65, EAK, Fazal-ul-Haq Road, Islamabad
12	Latif Medical Center, Trade Center, F-11 Markaz, Islamabad
13	Medi Test Lab Diagnostic Center, Ground Floor, Khyber Plaza, Blue Area, Islamabad
14	Mussarat Medical & Diagnostic Center, 30-B, Satellite Town, Main Murree Road, Rawalpindi
15	Mumtaz Hospital, 379, Saidpur Road, Rawalpindi

LAHORE

16	Businessmen Hospital (Shalimar), Shalimar Link Road, Lahore
17	Taj Medical Center, H-A, Wahdat Road, Lahore
18	Advance Medical & Diagnostic Center, Allama Iqbal Town, Lahore
19	National Medical Laboratories & Research Center, Building 6P, Model Town Extension, Lahore
20	Fazal Medical Center, H.No.641, Block A, township, Haider Ali Road, Lahore
21	Al-Nasar LAB, 950-B, Faisal Town, Maulana Shaukat Ali Road, Lahore
22	IQRAA Medical Complex, No.5A, Johar Town, Lahore

MULTAN

23	Al-Barkat Diagnostic Center, No.677-B, Shahrken-e-Alam Colony, Multan
24	Haleem Hospital Complex, Nishtar Road, Multan

PESHAWAR

25	Medical Diagnostics, Bobby Shopping Center, Arbab Road, Peshawar
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QUETTA

26	Al-Hasib Diagnostic Laboratory, Institute of Engineer Building, Zarghoon Road, Quetta Cantt, Quetta
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ON LETTER HEAD PAD OF THE O.E.P.

UNDERTAKING

1. I _____ Proprietor of
M/s. _____ Inform that our
employer/principal M/s. _____ has confirmed receipt of
_____ workers being despatched through Malaysian/Airlines/PIA by flight
No. _____ dated _____

2. I do hereby undertake that I shall be responsible in case workers are denied entry in Malaysia or
employer does not accept workers.

(_____)
Signature & Seal of the OEP