

Section (1): Job Offer, Worker Description and his Duties

Workplace and Worker Residence:					
Address:	Apartment:	Building:	Street/ Rd.	Complex:	Area:
Levels:	Total Number of Rooms:	Number of Bedrooms:	Number of Living Rooms:	Number of Kitchens:	Number of Bathrooms:
<p>- Are there other facilities? (yes – No) If yes, please mention such facilities:</p> <p>- Will the residence of the worker be separate from the workplace? (yes – No) If yes, please mention the address: Apartment: Building: Street/ Rd. Complex: Area:</p> <p>- Description of the Domestic Worker’s Residence Place:</p> <ul style="list-style-type: none"> o Separate room with separate bathroom. o Separate room with common bathroom. Number of individuals sharing bathroom (family members or domestic workers)? o Common room with separate bathroom. Number of individuals sharing accommodation (family members or domestic workers)? o Common room with common bathroom. Number of individuals sharing bathroom, Number of individuals sharing accommodation (family members or domestic workers)? o Other, Pleas mention 					
Information of the employer’s family members:					
<p>- Total Number of family members:</p> <p>- Are there children under 12? (Yes - No), if yes, please specify the number:</p> <p>- Are there elderly people? (Yes - No), if yes, please mention the number:</p> <p>- Are there people with special needs? (Yes - No), if yes, please mention the number and type of the case:</p> <p>- Are there individuals in need of special care? (Yes - No), if yes, please mention the number and type of care:</p> <p>- Is there another domestic worker living with family members? (Yes - No), if yes, please mention the number, gender and type of work:</p> <p>- Is there any other information? (Yes / No), Please mention:</p>					
Specifications and skills of the worker recruited: (choose one option from each category)					
<p><u>Profession Required:</u></p> <ul style="list-style-type: none"> o Domestic worker o Farmer o Guard o Nanny o Driver o Cooker o Other 	<p><u>Gender:</u></p> <ul style="list-style-type: none"> o Female o Male <p><u>Age:</u></p> <ul style="list-style-type: none"> o 20 - 30 years old o 30 - 40 years old o 40 - 50 years old o Over 50 years old 	<p><u>Marital status:</u></p> <ul style="list-style-type: none"> o Single o Married <p><u>Does the worker have children?</u></p> <ul style="list-style-type: none"> o No o Yes, number of children: 	<p><u>Religion:</u></p> <ul style="list-style-type: none"> o 		

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The Employment Office signature

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The Employer’s signature

<p><u>The required works shall be specified:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Cleaning <input type="checkbox"/> Laundry <input type="checkbox"/> Cooking <input type="checkbox"/> Care and escort of children <input type="checkbox"/> Teaching children <input type="checkbox"/> Care of the elderly <input type="checkbox"/> Care of people with special needs <input type="checkbox"/> Care of domestic animals <input type="checkbox"/> Driving <input type="checkbox"/> Gardener <input type="checkbox"/> Other: 	<p><u>The required experience of the worker shall be specified:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Without experience. <input type="checkbox"/> Have experience for: <p>Field of experience:</p> <p>.....</p> <p>.....</p> <p>.....</p> <ul style="list-style-type: none"> <input type="checkbox"/> Driving license <input type="checkbox"/> Other: 	<p><u>Educational level:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Primary <input type="checkbox"/> intermediate <input type="checkbox"/> Secondary <input type="checkbox"/> University <p><u>Language Level:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Arabic Language: (Poor - Average - Good) <input type="checkbox"/> English Language: (Poor - Average - Good) <input type="checkbox"/> Other:
<p><u>Other specifications for the worker:</u></p>		
<ul style="list-style-type: none"> * Daily working hours: * Daily rest hours: * Holiday (yes – No) <input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor 		
<p><u>Salary for work required:</u></p> <p style="padding-left: 20px;">* I hereby certify that all the aforesaid information and details are true and valid.</p> <p>Employer Name:</p> <p>ID:</p> <p>Employer Signature:</p>		
<p>* The Employment office hereby undertakes to inform the domestic worker of all the details of the employment offer and notify the employer of the worker's acceptance in order to execute the employment contract once he arrives the Kingdom of Bahrain. Commencement of the recruitment procedures shall be considered as implied consent of the terms stipulated in this offer which is delivered by the Employment Office on behalf of the worker.</p> <p>* The employment office shall be responsible for any misinformation regarding notifying the domestic worker of the job offer and the details thereof.</p> <p style="padding-left: 20px;">Seal of Employment Office:</p> <p style="padding-left: 20px;">Signature of Employment Office:</p>		

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The Employment Office signature

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The Employer's signature

Section (2): (Recruitment)

Recruitment Contract for Domestic Worker

This contract was executed by and between the **Employment Office**, hereinafter referred to as (First Party) and the Employer, hereinafter referred to as (Second Party) on, .../.../..... for recruiting domestic worker in the Kingdom of Bahrain by the first party to work for the second party.

Details of the first party (Employment Office):					
Office Name:			Registration No:		
Address:	Apartment :	Building:	Street/ Rd.	Complex:	Area:
Contract No:			E-mail:		

Details of the second party (Employer):					
Name:		ID:		Nationality:	
Contact No:		E-mail:			

After both parties declared that they are legally competent to contract and dispose, and that the information mentioned hereinabove and contained in the job offer which shall be an integral part hereof, they have agreed that the first party shall find a suitable domestic worker according to the specifications stipulated in the job offer attached hereto and submitted by the second party, for as advance payment and to be paid when the domestic worker arrives to the Kingdom of Bahrain. The total recruitment fees shall be BD, to be paid against a receipt issued by the first party in accordance with the following terms and conditions:

Obligations of First Party (Employment Office)

Article (1)

1. The first party shall look for suitable domestic worker according to the agreed requirements stipulated in the job offer delivered by the second party. In addition, the first party shall facilitate the recruitment procedures and execute an employment contract with the worker to works for the second party, within a maximum period of as of the execution date without calculating the period for completing the formalities required to enable the worker to enter the Kingdom of Bahrain, or to be transferred if he was already in Bahrain.
2. The first party shall inform the second party as well as the domestic worker of all valid information and details relating to the skills and readiness of the domestic worker to perform the duties thereof as per the attached job offer, and shall explain the same to the worker and inform the second party of the worker’s consent. Moreover, the first party shall comply with, and ensure the validity of the details and information of the worker, and provide direct communication methods between the second party and domestic worker to facilitate execution of the employment contract.

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The Employment Office signature
(First Party)

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The Employer’s signature
(Second party)

3. The first party shall meet the domestic worker when he arrives to the Kingdom of Bahrain and take him to the temporary residence, if required, provide him with the food, and notify the second party to receive him in the agreed period.
4. The first party shall not disclose any information or details of the second party unless in the cases permitted under the law.
5. The first party shall return the fees incurred by the second party for (recruitment/ government fees) in case of returning the domestic worker during the probation period in the first and second cases indicated in Article (3) hereof within maximum period of ten days, or replace the domestic worker with other within a maximum period of without incurring the second party any expenses.
6. The first party shall provide the domestic worker with residence and ticket in order to return him home if it was proved that he physically unfit or infected with infectious disease through a certificate issued by the competent medical entity in Bahrain. In addition, the first party shall compensate the second party for recruiting services as well as all the expenses incurred b the latter in this regard within maximum period of ten days, or replace the domestic worker with other within a maximum period of without incurring the second party any expenses.
7. The first party shall record all the transactions to be performed after or in relation to this contract with the second party in writing (for example: paying the service fees, replace the worker, return the worker and other transactions).

Obligations of Second Party (Employer)

Article (2)

1. The second party shall pay the first party BD (in figures)..... = (in words) for the recruitment of domestic worker as agreed hereinabove.
2. The second party shall notify the first party as well as the domestic worker of all the valid information and details relating to the nature and place of the works and ensure the conditions stipulated in the submitted job offer.
3. The second party shall execute employment contract with the domestic worker and deliver the worker to the second party once the worker arrives to Bahrain. If the second party failed to receive the domestic worker from the first party, the second party then shall pay BD for each day in which the worker stays in the temporary residence provided by the first party.
4. The second party shall be responsible for issuing ID for the domestic worker.
5. The second party shall perform medical examination for the domestic worker within 30 days from his/her arrival to the Kingdom of Bahrain. If it was proved that he physically unfit or infected with infectious disease through a certificate issued by the competent medical entity in Bahrain, the domestic worker shall be returned to the first party instantly to deport him.
6. The second party shall conclude and affix the residence permit on the domestic worker's passport.
7. In case of returning the domestic worker to the first party, the second party shall be responsible for cancellation of the work permit and residence as well as all formalities. The aforesaid formalities shall be conducted within maximum period of 5 days as of returning date. The second party may authorized the first party to conduct such formalities.

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The Employment Office signature
(First Party)

.....
The Employer's signature
(Second party)

Probation Period

Article (3)

Without prejudice to the provisions of Article (6) of the previous employment contract concluded between the second party and the domestic worker, the domestic worker shall undergo a Probation Period no less than three months as of the date of joining work with the second party. During Probation Period, the first party shall provide accommodation for the domestic worker. The two parties shall may, by mutual agreement, extend such a period to with regard to (rejection of the position by the domestic worker; the worker is deemed ill-suited for the position; the worker was found to be physically unfit or suffering from a communicable disease; or the second party’s desire to return the domestic worker for reasons known to the second party) in accordance with the following table:

Case	Second Party (the Employer)	First Party (The Employment Office)	Deduction Percentage
Case 1: The worker is physically unfit or suffering from a communicable disease	Replace the worker with another under the same specifications or terminate the contract and redeem service remuneration and fees	Providing accommodation for the worker, returning him/her to their country and reimburse the first party by means of replacing him/her with another worker under the same specifications or terminating the contract and refunding service remuneration and fees within ten days	N/A
Case 2: Rejection of the position by the domestic worker or the worker does not meet the agreed upon specifications	Replace the worker with another under the same specifications or terminate the contract and redeem service remuneration and fees	Providing accommodation for the worker, returning him/her to their country and reimburse the first party by means of replacing him/her with another worker under the same specifications or terminating the contract and refunding service remuneration and fees within ten days	N/A
Case 3: The second party’s desire to return the domestic worker for reasons other than the two cases mentioned above	Replace the worker with another under the same specifications or terminate the contract and redeem service remuneration and fees	Providing accommodation for the worker, returning him/her to their country and reimburse the first party by means of replacing him/her with another worker under the same specifications or terminating the contract and refunding service remuneration and fees within ten days	The agreed upon percentage is %..... and shall not exceed %25

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The Employment Office signature
(First Party)

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The Employer’s signature
(Second party)

Absence from work

Article (4)

In case the domestic worker absence from the work in a violation of the conditions of its work permit and employment contract during the agreed upon probation period in accordance with the above mentioned Article, starting as of the date of the second party's receipt of the domestic worker, the second party shall have the right to a refund of the recruitment service costs and a deduction of %..... but no greater than %25 of the total amount. In case the above took place after the expiration of the probation period, starting as of the date of the second party's receipt of the domestic worker, the second party shall have no right to claim any amounts from the first party.

In the case where an insurance policy is taken against breach by the worker, the second party cannot claim two compensations for one event.

Expiration of Contract

Article (5)

1- This contract may not be terminated prior to finalizing the relevant works unless otherwise mutually agreed upon. Any violation by either party to its obligations under this contract and/or the law shall constitute sufficient grounds for terminating this contract.

2- In case the first party desires to terminate this contract for his own reasons, the first party shall compensate the second party for all amounts the second party incurred (for recruitment and fees paid to the government, if any) in addition to a delay penalty of BHD per day.

3- In case the second party desires to terminate this contract for his own reasons prior to the arrival of the domestic worker, the first party shall have the right to deduct a percentage of the recruitment service charges it incurred to recruit the domestic worker of % but not exceeding %20 of the total recruitment service charges.

General Provisions

Article (6)

a- Law No. 19 of 2006 regulating the labor market and its executive regulations shall be applicable to all matters not provided for in this contract.

b- This contract is concluded in two copies, one for each party, along with a copy of the offer letter translated into () language addressed to the domestic worker. In case of any conflicts, the contract in Arabic language shall prevail.

c- The parties may, upon mutual agreement, add further provisions as long as they do not contradict the agreed upon provisions of this contract or the law.

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The Employment Office signature
(First Party)

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The Employer's signature
(Second party)

Section (3) – Work relationship

Employment contract of domestic worker and the like

This contract was concluded on ____, / / / AD, by and between the employer and the domestic worker whose information is as follows:

The employer's information:

Name: Personal No.

Nationality: Sex:

Address:

Tel.: Email:

The Domestic worker's information:

Name: Nationality:

Passport No.: Sex:

Date of birth: Age:

Tel.: Email:

The employer's place of work/ residence

Having declared that they are legally competent to contract and dispose and acknowledge the validity of the mentioned information, the parties hereto have agreed that the domestic worker shall work for the employer in the above place of work, subject to the following terms and conditions:

Article (1)

The domestic worker shall work for the employer under the latter's supervision and management as ___ subject to the employment offer attached hereto.

Article (2)

Duration

This contract shall remain valid for ___ that commences on _____ and ends on __, automatically renewable for further period unless either party notifies the other that he is does not want to renew the contract.

Article (3)

Remuneration

The domestic worker shall receive a salary of _____, payable on ___ of every calendar month in cash under a written evidence or by bank transfer.

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The domestic worker's signature

.....
The Employer's signature

Article (4)

The employer shall:

- 1- Notify Labor Market regulatory Authority if the domestic worker is absent from work in violation of the conditions of work permit issued for the worker.
- 2- Provide a proper accommodation for the domestic worker equipped with the necessities of life and respects his humanity and privacy.
- 3- Provide the domestic worker with clothes and food and ensure him/her proper living conditions.
- 4- Respect the domestic worker dignity and humanity
- 5- Provide tools of safety in places of work to protect the domestic worker from all risks of relating to work.
- 6- Incur all fees and expenses of the issuance, renewal and cancellation of work and residence permit of the domestic worker.
- 7- Regularly pay the domestic worker salary. The employer shall be relieved only after the domestic worker signs the receipt of his salary in the register intended to be used for such purpose or by transferring the salary to the domestic worker's bank account at the latter's request.
- 8- Provide health care and consideration to the domestic worker's health conditions.
- 9- Enable the domestic worker to periodically and regularly communicate with his relatives
- 10- Without prejudice to Article 3 of section 2 ((Recruitment)) of the contract concluded by and between the recruitment office and the employer, the latter shall incur the costs of the domestic worker repatriation.
- 11- Compensate the domestic worker's relatives if the domestic worker died during the validity hereof, in equivalent to the salary of full two months, provided that the domestic worker must complete one year at least in service.

Article (5)

The domestic worker's obligations:

- 1- Not leave the work, other than in the cases provided for Bahrain Labor Law.
- 2- Perform the agreed work sincerely and show due diligence.
- 3- Follow the instructions issued by employer and his family members, as long as it does not endanger him or humiliate his human dignity.
- 4- Keep the confidentially of all matters that come to his knowledge as a result of to his residence and work for the employer.
- 5- Comply with the laws and regulations applicable in Kingdom of Bahrain, as well as the prevailing customs and traditions.
- 6- Maintain all properties of the employer and his family.

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The domestic worker's signature

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The Employer's signature

Article (6)

Probation period

- a- Without prejudice to Article 3 of section 2 ((Recruitment)) of the contract concluded by and between the recruitment office and the employer, the probation period shall be the period of warranty stipulated in the same article.
- b- The domestic worker shall undergo probation period of three months from the date of work commencement pursuant to Article (3) hereof. The domestic worker may not be appointed under the condition of probation for more than one time. The employer may return the domestic worker to the recruitment office if the domestic worker was found unfit.
- c- The domestic worker and employer may terminate the contact during the probation period if they found that the continuity of the contract shall be unsuitable, provided that serving notice to the other party one day at least before the date of termination.

Article (7)

End of service gratuity

Upon the expiry of his employment contract, the domestic worker shall be entitled end of service indemnity equivalent to the salary of half of month for every year of the first three years of work and salary of full month for every subsequent month. The domestic worker shall be entitled end of service indemnity for the fracture of year that he spent in the employer service.

Article (8)

Leaves

After the domestic worker completes one year at least in service, he shall be entitled to paid annual leave of thirty days at the rate of two and a half days for every month worked. If the domestic worker's period of service is less than one year, he shall be entitled for leave in proportion to his period of service. The domestic worker may waive his right to the leave against financial compensation.

Article (9)

Contract expiry

Unless otherwise agreed, this contract shall expire upon the expiry of its period unless renewed pursuant to Article (2) hereof or in any of the following cases:

- a- If the contract was terminated by either party for legitimate reasons, i.e. the violation of either party of his obligations under this contract or law.
- b- Either party may terminate this contract by notification of thirty days at least. The contract shall remain valid during notice period, and the parties hereto shall fulfill all the obligations pertaining to the contract.

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The domestic worker's signature

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The Employer's signature

Article (10)

General Provisions

- a- All the matters not specifically provided for herein shall be governed by Labor Law No. 36 of 2012 for the issuance of law of working in the public sector.
- b- This contract was executed in three copies, one per the recruitment office and the employer and translated copy in Arabic for the domestic worker. If a dispute arose regarding this contract, the copy executed in Arabic shall prevail.
- c- The employer and domestic worker may add other conditions by agreement, provided that these conditions shall not conflict with this law, the employment offer attached hereto or the applicable law.

The domestic worker's signature

The employer's signature