

EMPLOYMENT CONTRACT EMPLOYMENT CONTRACT

Contract ID: 12329311

Contract number: 12329311

This contract was created electronically under the supervision of the Ministry of Human Resources and Social Development, Kingdom of Saudi Arabia on **11-11-1444** (**31-05-2023**), between:

This contract was concluded electronically under the supervision of the Ministry of Human Resources and Social Development, Kingdom of Saudi Arabia on **11-11-1444** AH corresponding to **05-31-2023** AD between :each of the following

FIRST PARTY:

Company/Corporation: Nabatat Contracting Company
National Unified Number: 7007778660
Establishment Number: 4-1966265
Commercial Registration: 2050113494
Address: 0 Dammam, Prince Muhammad bin Fahd
Work Location: Dammam
Email Address: econtract@nabatat.com.sa
Represented by: Ashwaq Al-Ghamdi as **Administrator**
hereinafter referred to as (First Party),

:THE FIRST SIDE

Company/Institution: Nabatat Contracting Company
Unified national number: 7007778660
Establishment number: 4-1966265
Commercial Registry: 2050113494
Address: 0 Dammam, Prince Muhammad bin Fahd
Work location: Dammam
Email: econtract@nabatat.com.sa
It is represented by signature: Ashwaq Al-Ghamdi in his **administrative capacity**
,Hereinafter referred to as (the first party)

SECOND PARTY:

Name: Gobindo Fokir Chan
Profession: Construction worker
Employee Number: **407510**
Nationality: Bangladeshi
Date of Birth: 01-01-1984
Identity Number: 2453709376
ID Type: Iqama ID
ID Expiry Date: 09-23-2024
Gender: Male
Religion: Others
Marital Status: Single
Education: High school education
Speciality: Secondary Education (General)
IBAN: SA1000000000000000000000
Bank Name: Other
Email Address: gobindochandomondal@gmail.com
Mobile Number: 966 0561954285

:SECOND PARTY

Name: GOBINDO FOKIR CHAN
Profession: Construction worker
Job number: **407510**
Nationality: Bangladeshi
Date of birth: 01-01-1984
ID number: 2453709376
ID type: residence
Expiry date: 09-23-2024
Gender: Male
Religion: Not specified
Marital status: Single
Educational qualification: secondary education
Specialization: General Secondary School
IBAN number: SA1000000000000000000000
Bank name: Unidentified bank
Email: gobindochandomondal@gmail.com
Mobile number: 966 0561954285

hereinafter referred to as the (Second Party),

,Hereinafter referred to as (the second party)

The two parties have agreed that the second party will work for the first party under its management and supervision with the job of **CONSTRUCTION LABOUR** and carry out the work assigned to him/her in proportion to his/her practical, scientific and technical capabilities in accordance With the needs of the work and in a manner that does not conflict with the controls stipulated in Articles (fifty-eight, fifty-nine, sixty) from the Saudi Labor Law.

The two parties agreed that the second party will work for the first party under its management and supervision as a **construction worker** and carry out the work assigned to it in a manner commensurate with its practical, scientific and technical capabilities in accordance with the needs of the work and in a manner that does not conflict with the controls stipulated in Articles (fifty-eight, fifty-ninth, and sixty-nine).
.From the work system

The contract's duration is **2 years** , starting from **03-06-2023** and ends on **02-06-2025** , noted that the date of commencement (joining date) of the second party's work is **03-06-2023** .

The duration of this contract is **2 years**, starting on **06-03-2023** , and ending on **06-02-2025** . Note that the date the second party begins . work is **03-06-2023**

The contract will be renewed for a similar period unless one of the two parties informs the other in writing of his unwillingness to renew the contract **90** days before the contract expires.

The second party is subject to a trial period of **90** days starting from the date of commencing work, during which Eid al-Fitr and Eid al-Adha holidays and sick leave are not included in the calculation. **Both parties have** the right to terminate the contract during this period, unless the contract specifies the right of one party to terminate.

Working days and hours

The working days are set as **48** hours per week, and the first party is obligated to pay the second party an additional wage for the overtime hours equal to the hourly wage plus 50% of his basic wage.

The obligations of the first party

The first party pays the second party a basic fee of **900.00** Saudi Riyals, which is due at the end of each **month**

The second party deserves for each year a paid annual leave of **21** days, and the first party determines its dates during the year of entitlement according to work conditions, provided that the leave wage is paid in advance when it is due, and the first party has to postpone the leave after the end of the year of entitlement for a period not exceeding 90 days, and with the consent of the party Second, in writing, to postpone it to the end of the year following the year of entitlement, according to the requirements of work conditions.

The first party is obligated to provide medical care to the second party with health insurance in accordance with the provisions of the Cooperative Health Insurance Policy

The first party is obligated to pay the contributions of the General Organization for Social Insurance according to its regulations

The first party bears the fees for the second party's recruitment/transfer, the residency fee, the work permit and its renewal and any resulting fines, change of occupation, exit and return fees, and the return ticket for the second party to his home by the same meaning he/she came by after the end of the relationship between the two parties.

The first party is obligated to pay the expenses of preparing the body of the second party and transporting it to the party in which the contract was concluded or bringing the employee from it unless he is buried with the consent of his relatives inside the Kingdom or the General Organization for Social Insurance is obligated to do so.

The obligations of the second party

To perform the work entrusted to him in accordance with the principles of the profession and according to the instructions of the first party if there is nothing in these instructions that contradicts the contract, order

It will be renewed for a similar period or periods unless one of the other parties notifies the other in writing of its unwillingness to renew before (**90**) days from the date of expiry of the contract

The second party is subject to a trial period of **90** days starting from the date he begins work, excluding Eid al-Fitr and Eid al-Adha holidays and sick leave. **Both parties have** the right to terminate the contract during this period, unless the contract stipulates that one of them has the right .to terminate

Working days and hours

Working days are set at **48** hours per week, and the first party is committed to paying the second party an additional wage for overtime .hours equivalent to the hourly wage plus 50% of his basic wage

First party's obligations

The first party pays the second party a basic wage of **900.00** Saudi riyals due at the end of each **month**

The Second Party is entitled to a 21- day paid annual leave for each year, and the First Party determines its date during the year of entitlement according to work conditions, provided that the vacation pay is paid in advance when it is due. The First Party has the right to postpone the leave after the end of the year of entitlement for a period not exceeding 90 days, as may be done with the approval of the party. The second is in writing, postponing it until the end of the year following the year of entitlement, according to the requirements of work .conditions

The first party is committed to providing medical care to the second party with health insurance in accordance with the provisions of the cooperative health insurance system

The first party is committed to paying the contributions of the General Organization for Social Insurance according to its regulations

The first party shall bear the fees for recruiting the second party/transferring its services to it, residence fees, work permit and renewal fees, and the resulting fines for delaying that, fees for changing profession, exit and return, and the second party's return ticket to its homeland by the means by which it arrived after the end of the .relationship between the two parties

The first party is obligated to bear the expenses of preparing the body of the second party and transporting it to the entity where the contract was concluded or the employee was brought from it unless he is buried with the approval of his relatives inside the Kingdom or the General .Organization for Social Insurance is obligated to do so

Obligations of the second party

To complete the work assigned to him in accordance with the principles of the profession and in accordance with the instructions of the first

or public morals and there is nothing in their implementation that puts him at risk

To take adequate care of the tools and tasks assigned to him and the raw materials owned by the first party placed at his disposal or in his custody and to return to the first party the non-expendable materials

To provide assistance and support without requiring additional pay in cases of dangers threatening the safety of the workplace or the persons employed in it.

To undergo any medical examinations required by the first party before or during joining the work to verify that he/she is free from occupational or communicable diseases

The second party is committed to good manners and work ethics while at work, and at all times abides by the rules, customs, norms and ethics in force at the Kingdom of Saudi Arabia, as well as the rules, regulations and instructions in force at The first party and bears all the financial penalties resulting from his violation of these regulations

Approval of the first party deducting the prescribed percentage from the monthly wage for participation in the General Organization for Social Insurance

Expiration or Termination of The Contract

This contract ends with the expiry of its term in the fixed-term contract or with the agreement of the two parties to terminate it, provided that the second party agrees in writing

The first party has the right to terminate the contract of the second party without award, notice or compensation according to the cases mentioned in Article (eighty) of the work system, provided that the second party is given the opportunity to express reasons for his opposition to the termination.

The second party has the right to leave work and terminate the contract without notifying the first party while retaining his right to obtain all his dues according to the cases mentioned in Article (eighty-first) of the work system.

End of Service Reward

Upon termination of the contractual relationship by the first party, or with the agreement of the two parties, or with the end of the contract period, or as a result of force majeure, the second party is entitled to a reward of fifteen days' wages for each of the first five years and a month's wage for each year of the following. The employee is entitled to a reward for the parts of the year in proportion to what she/he spent in work, and the remuneration is calculated on the basis of the last wage

Applicable System and Jurisdiction

This contract is subject to the labor regulations and its executive regulations and the decisions issued in its implementation in all cases

party, if these instructions do not violate the contract, the system, or public morals, and their implementation does not expose him to danger

To take adequate care of the tools and tasks assigned to him and the raw materials owned by the first party that are at his disposal or that are in his custody, and to return the unconsumed materials to the first party

To provide all assistance and assistance without requiring additional pay in cases of dangers that threaten the safety of the workplace or the people employed therein

To submit, in accordance with the request of the first party, to the medical examinations that he wishes to conduct on him before joining work or during it to verify that he is free of occupational or communicable diseases

The second party is committed to good behavior and ethics during work and at all times, adheres to the regulations, customs, and etiquette in force in the Kingdom of Saudi Arabia, as well as to the rules, regulations, and instructions in force with the first party, and bears all financial fines resulting from its violation of those regulations

Approval for the first party to deduct the percentage prescribed for it from the monthly wage for participation in the General Organization for Social Insurance

Expiration or termination of the contract

This contract ends at the end of its term in a fixed-term contract or by agreement of both parties to terminate it, provided that the second party agrees in writing

The first party has the right to terminate the contract without compensation, notice to the second party, or compensation, provided that the second party is given the opportunity to express the reasons for its opposition to the termination, in accordance with the cases mentioned in Article (80) of the Labor Law

The second party has the right to leave work and terminate the contract without notifying the first party, while retaining his right to obtain all his dues in accordance with the cases mentioned in Article (Eighty-One) of the Labor Law

Indemnity

When the contractual relationship is terminated by the first party, or by agreement of the two parties, or at the end of the contract period, or as a result of force majeure, the second party is entitled to a reward amounting to fifteen days' wages for each year of the first five years and a month's wages for each year of the following. The employee is entitled to a reward for parts of the year in a proportion He spent it at work, and the reward is calculated on the basis of the last wage

Applicable system and jurisdiction

This contract is subject to the work system, its executive regulations, and the decisions issued in implementation thereof in everything not

where no provision is made in this contract. This contract replaces all previous verbal or written agreements and contracts if any.

In the event that a dispute arises between the two parties regarding this contract, the Jurisdiction shall be convened for the labor cases qualified authority in the Kingdom of Saudi Arabia

Warnings and notifications between the two parties are made in writing through the electronic communication channels in the Qiwa platform for each of the parties. The address and email address registered in Qiwa platform will be considered legally applicable, and both parties are obligated to update them on Qiwa platform in the event of any change.

Additional Terms

1. The First Party has the right to relocate the Second Party to be in any place, even if that requires changing its residence, at any of the First Party's branches or locations in the Kingdom of Saudi Arabia. Depending on the work needs and in accordance with the applicable laws and regulations, and the rules stipulated in the First Party Internal Work Regulations.

2. First party shall be entitled to extend the probation period for an additional one period of (90) day by serving the Second party a written letter, whereas the probation period shall be excluding Eid al-Fitr and Eid al-Adha holidays and sick leave. The First Party alone has the right to terminate the contract during the probation period without a prior notice or any compensation.

3. The Second Party shall adhere to the work schedule prepared by the First Party. The First Party may modify the weekly rest days and the said schedule as required for the work needs and conditions. The Second Party shall not be entitled to claim any remuneration for overtime hours unless he was formally assigned by the First Party in writing of such overtime. In case where the first party provides to the second party necessary facilities to perform the job instead of providing financial allowances these facilities will not be considered in calculation of end of services. The two parties agreed that not all amounts of commission bonus or overtime work hours which by their nature are subject to increase or decrease shall be calculated in the wage on the basis of which the end of service gratuity is settled based on Article 86 of the Saudi Labor Law.

4. The First Party shall provide the Second Party with an economy ticket from and to his Home Country, that is stated above in this Contract, upon the Second Party's leaving his Home Country to the Kingdom at the beginning of this Contract -unless the Second Party is resident in the Kingdom at the time of recruitment- and when the Second Party returns to his Home Country at the end of this Contract. The First Party shall provide the Second Party with an economy ticket at the end of the contract and travel to his home that is stated above in this Contract. The Second Party shall bear -among other expenses- his travel costs in the following cases: 1. If the Second Party terminates his employment prior to the expiry of the Contract 2. If the Second Party commits any of the violations specified by the Labor Law in Article (80) thereof.

stated in this contract. This contract replaces all previous agreements .and contracts, whether oral or written, if any

In the event of a dispute arising between the two parties regarding this contract, judicial jurisdiction falls to the authority competent to hear .labor cases in the Kingdom of Saudi Arabia

Notifications and notices between the two parties shall be made in writing through the electronic communication channels on the Qiwa platform for both parties, and each party is obligated, in the event that it changes its address or changes the e-mail, to amend it through the Qiwa platform. Otherwise, the address or email address registered with the . Qiwa platform shall be deemed to be the applicable system

Additional items

The First Party may transfer the Second Party from its original place of .1 work to another place that requires changing its place of residence in any of the First Party's branches or affiliated sites in the Kingdom of Saudi Arabia, in accordance with the needs of the work, the applicable rules and regulations, and the rules applied in the internal work .organization regulations of the First Party

The first party has the right to extend the trial period by written notice .2 sent to the second party for one time and for another (90) days, provided that the Eid Al-Fitr and Eid Al-Adha holidays and sick leave are not included in the calculation of any of the original trial period or its extension, and the first party alone has the right to terminate the .contract during this period without prior notice or any compensation

The second party is committed to working according to the working .3 time schedule prepared by the first party. The first party also has the right to amend the weekly rest days and the aforementioned schedule according to the requirements and circumstances of the work. The second party does not have the right to demand any pay from the first party for overtime hours unless it is assigned to do so in writing by the first party. If the first party provides the second party with in-kind allowances instead of financial allowances, they will not be counted within the end-of-service gratuity. The two parties agreed that all amounts of commissions, bonuses, or percentages on the sales price for overtime hours, which by their nature are subject to increase or decrease, shall not be counted in the wage upon which the end-of-service bonus is settled, in accordance with Article 86 of the Saudi .Labor Law

The first party is obligated to provide the second party with economy .4 class travel tickets to and from its home country mentioned in the introduction to the contract when leaving its home country for the Kingdom at the beginning of this contract, unless the second party is then residing in the Kingdom, and when the second party returns to its home country at the end of this contract. The first party provides the second party with economy class travel tickets upon expiration of the contract and departure to his home country mentioned in the introduction to the contract. The second party will bear - in addition to any other expenses - all travel costs in the following cases: 1. If he terminates his work with the first party before the end of the contract. 2. If he commits any of the violations specified by the Labor Law in .Article (80)

5. More Articles for Female The Second Party is entitled to have a maternity leave with full pay for ten weeks distributed as wishes Such leave starts at most four weeks prior to the probable date of delivery Such date shall be determined by the acceptable medical authority by the First Party or by a medical certificate attested by a health authority. The Second Party when returning to work following the maternity leave is entitled to have rest time or times to feed her child Such rest times shall not exceed in total one hour per day Such feeding time or times shall be counted from the actual working hours. The Second Party in case of her husband death is entitled to have a leave with full pay of not less than four months and ten days from the death date She shall be eligible for extension without wage if she is pregnant within the same period until she gives birth and may not make use of the remaining period of her husband death leave after she gives birth working hours.

6. The Second Party is obligated to take due care of the assigned tasks, tools, equipment, products, and documents in the workplace, whether they are owned by the First Party or for others; as long as they are placed under his power or use, and to return them to the First Party at the end of the Contract, or upon the First Party's request. The First Party shall be entitled to deduct the value of what was damaged, destroyed, or lost of such tools, machines, products, or documents by the Second Party, from his monthly salary, according to the Labor Law.

7. The Second Party is obliged to carry all the licenses, permissions, and certificates that he is required to carry in order to conduct his work, and for identification purposes. The Second Party shall refrain, during the term of this Contract, from working in any other job, or providing services, or engaging in any commercial business, directly or indirectly, other than what is assigned to by the First Party. The Second Party, without the First Party's prior written permission, shall not accept any gifts or personal benefits of any kind by the First Party's clients, suppliers, or any other contracting or related parties. The Second Party is obligated to disclose to the First Party any gifts or offers provided by clients, competitors, etc. In addition to the annual leave, the worker is entitled to the legally prescribed leaves.

8. The Second Party shall refrain from disclosing any information related to the work, tasks, and responsibilities entrusted to him, and the dealings and affairs of the First Party, its affiliated or/and associated entities, suppliers, and customers; which is acquainted with by virtue of his work or being able to access it, whether it is technical, commercial, administrative, functional or marketing information, and in any form, printed, photographed, or electronic. The obligation applies during the validity of this contract, and for a period of (10) ten years from the termination of the employment relationship, in the Kingdom of Saudi Arabia or any of the Gulf Cooperation Council countries.

9. After the termination of the Contract, the Second Party is obligated not to compete with the First Party, or to work having a similar or unsimilar job title, or to undertake any similar or related tasks with the responsibilities and working scope that he handled or was able to

Additional special provisions for women: The second party is entitled .5 to maternity leave with full pay for a period of ten weeks, distributed as desired, starting at a maximum of four weeks before the likely date of delivery. The likely date of delivery is determined by the first party or based on a medical certificate certified by a health authority.

When practicing work after maternity leave, the second party is entitled to a period or periods of rest for the purpose of breastfeeding, provided that their total does not exceed one hour per day, and this period or periods are calculated from the actual working hours. In the event of the death of her husband, the second party has the right to an Iddah leave with full pay for a period of not less than four months and ten days from the date of death. She has the right to extend this leave without pay if she is pregnant during this period until she gives birth. She may not benefit from the rest of the Iddah Leave granted to her after Her pregnancy status

The second party is obligated to take adequate care of the tasks .6 assigned to it, tools, devices, products, and documents in the workplace, whether they are owned by the first party or others. As long as it is placed at his disposal or in his custody, and he must return to the first party all the covenant properly at the end of the contract or upon the first party's request for it. The first party has the right to deduct the value of what the second party damaged, destroyed, or lost, whether covenant, machines, products, or documents, from his monthly wage in accordance with what is .stipulated in the labor system

The Second Party shall be obligated to always hold all licenses, .7 permits and certificates required to carry out its business and identify itself. The Second Party shall refrain during the validity of the contract from working directly or indirectly in any other job, or providing services, or engaging in any commercial activity other than what it is assigned by the First Party. The Second Party shall not, without prior written permission from the First Party, accept any gifts or personal benefits of any kind from the First Party's clients, suppliers or any other contracting or related parties. It shall also be obligated to disclose to the First Party any gifts or offers presented to it by clients, competitors or others. In addition to the annual leave, the worker is .entitled to the leaves stipulated by the law

The second party shall refrain during its work or after its completion .8 from disclosing any information related to the work, tasks or responsibilities assigned to it or to other employees of the first party, or any of the dealings, information or affairs of the first party and its affiliated or related entities, its suppliers and customers. And his employees, projects, inventions, expansion and marketing plans, etc.; Which he becomes aware of by virtue of his work or comes to his knowledge as a result of his presence at the company's headquarters or its branches or through his use of its devices or enables access to it, whether this information is technical, commercial, administrative, operational or marketing, and in any form whether printed, photographed or electronic. The commitment shall apply during the validity of this contract, and for a period of (10) ten years from the end of the work relationship between the two parties, in the Kingdom .of Saudi Arabia and any of the Gulf Cooperation Council countries

The second party is committed, for a period of two years from the end .9 of the labor relationship, not to compete with the first party by establishing or contributing to a commercial entity based on providing services, products, or businesses of a competitive nature to the

access it; During the validity of this contract, for any competitor or a former or current client for two years, anywhere in the Kingdom of Saudi Arabia or GCC countries. The First Party reserves the right to take whatever course of action in order to secure and protect its business.

works, services, and products provided by the first party. It also refrains from working for any other competitor in any way. A job title that has some or all of the job tasks that are identical, similar, or not similar to his job at the headquarters of the first party, and they are the same tasks assigned to him during his work for the first party, during the contract's validity period and after its expiration or termination for a period of two years, and in any place in the Kingdom of Saudi Arabia or other countries. Gulf Cooperation Council. The first party also reserves the right to take the action it deems appropriate in order to protect its interests

10. . The First Party owns the intellectual rights and patents resulting from the Second Party's work. The Second Party shall not be entitled to use such rights except with the written consent of the First Party. The Second Party shall enable the First Party to retrieve all the tools, documents, or regain login access information of the Second Party for any of the electronic systems, workplace sites, offices or projects that the Second Party has been assigned to.

Under this contract, the first party owns the intellectual rights and patents resulting from the second party's work, and the second party has no right to use these rights except with the written consent of the first party. The second party is committed to enabling the first party to retrieve all tools, documents, documents, or access data belonging to the second party for any of the electronic systems, workplaces, or projects that the second party was assigned to work on.

11. If the Contract is terminated by the first party without a legitimate justification and prior to the expiration of the Contract thereof, the second party shall be entitled to two months' salary as compensation. If the Contract is terminated by the second party without a legitimate justification and prior to the expiration of the Contract thereof, the first party shall be entitled to the equivalent of all remaining salaries in the Contract as compensation. In case where the second party wishes to submit his or her resignation, he or she must notify the first party 90 Ninety days prior to his or her planned last working day. First Party solely has the right to extend this notification period for another 90 Ninety days for the purpose of finding replacement, handover and providing necessary training.

In the event that the contract is terminated by the first party before the expiry of its term and without a legitimate reason; In return for this termination, the second party is entitled to compensation amounting to two months' wages. However, if the contract is terminated by the second party before the end of its term and without a legitimate reason, the first party shall be entitled to compensation for this termination equivalent to the wage for the remaining period of the contract. In the desire of the second party to resign from work once the contract enters into force; He is obligated to provide written notice to the first party ninety (90) days before the date of the last working day. Provided that the first party has the sole right to extend this period for a period not exceeding ninety (90) additional days until an alternative is found and tasks are transferred.

12. The First Party has the right to deduct the cost of the training or development programmes that the Second Party has received at the expense of the First Party from the Second Party entitlements, in the event that the Second Party leaves off work after the training or development period and the similarity of its duration. Upon termination of this Contract, the Second Party is obligated to leave the Kingdom of Saudi Arabia in accordance with the provisions of this Contract and the relevant regulations, or to transfer its services to another party within a period not exceeding 20 days from the date of the final clearance between the Parties.

The first party has the right to deduct the value of the training or development programs to which it subjected the second party at its expense, in the event that the second party leaves work for the first party during a period subsequent to the training or development period and similar to its duration. Upon expiration or termination of the contract, the second party is obligated to leave the Kingdom of Saudi Arabia in accordance with the provisions of this contract and the relevant regulations, or to transfer its services to another party within a period not exceeding 20 days from the date of final settlement between the two parties.

13. This Contract shall be governed by the Labor Law, its Implementing Regulations, the decisions issued in regards to its implementation, the Internal Work Regulations, and First Party administrative circulars in respect of all matters not covered by the Contract hereof. The Labor Court in Dammam has full jurisdiction over any dispute between the Parties related to this Contract.

This contract is subject to the Labor Law, its executive regulations, and the decisions issued in implementation thereof. The internal work regulations and administrative circulars issued by the first party regarding everything not stipulated in the contract. In the event of a dispute arising between the two parties regarding this contract, jurisdiction will fall to the Dammam Labor Court

14. The Gregorian calendar shall be the calendar used for all the dates contained herein. The Arabic text of this contract shall prevail.

The Gregorian calendar is the calendar that is the basis for all dates included in this contract. The Arabic text of this contract is the approved text

This contract was exported electronically and is accessible to both parties via the Qiwa platform.

This contract has been exported electronically and is accessible to both parties via the Qiwa platform

This contract is approved by the Ministry of Human Resources and Social Development

And God is the Grantor of success. This contract is considered approved .by the Ministry of Human Resources and Social Development

Created by Ashwaq Al-Ghamdi at 05-31-2023 19:04

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