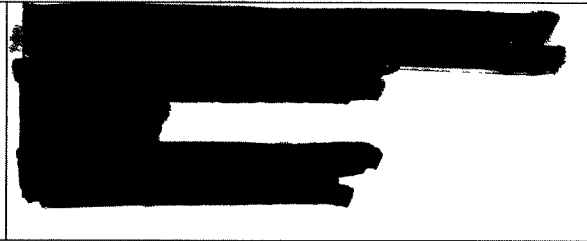


Office of the Compliance Advisor Ombudsman
International Finance Corporation
2121 Pennsylvania Avenue NW
Washington, DC 20433 USA
Tel: + 1 202-458-1973
Fax: +1 202-522-7400
Email: cao-compliance@ifc.org



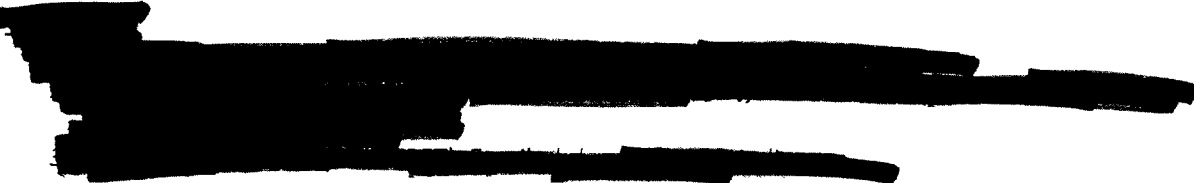
Date: August 20, 2017

Re: Non-payment of due salary (USD 88,777) from IFC project "Egyptian Indian Polyester Company SAE, Egypt"

Dear Sir / Madam,

By way of introduction, I'm *Mohan Singh Sisodia* – an expatriate from India who worked in project funded by IFC (Egyptian Indian Polyester SAE), located in Ain Sokhna in Suez Governorate, Egypt; having registered office at:

*Egyptian Indian Polyester SAE
10 Nehru Street, 5th floor
Behind Merryland Park, Helliopolis, Cairo – 11341, EGYPT
Phone: +20 222 570 138; Mobile: +20 100 212 6390*



I was onboarded the project as Vice President (Logistics) on April 12, 2014 and arrived in Egypt subsequently to resume my responsibilities. Per consultancy contract [2-year duration i.e. April 2014 till April 2016], my compensation was agreed as **USD 6765 per month** (after deducting income tax). I received my salary up until March 2015 and no further payments were made to me after that.

On November 30, 2015 (8 months after receiving the last salary), I was advised that my services would no longer be required and hence my contract would be terminated; but at the same time the company made no reference to the fact that my previous salary has been pending for long time and when they intend to settle the balance.

To provide additional context, I would like to refer to the signed contract between me and the company. Per contract (Section 5.6) ***"The company will pay the consultant within 7 working days of receiving the invoice and expense statement under clause 5.4"***. Clearly, this condition has been grossly violated by the company – and not only for 7 days (as stipulated in contract), but actually for 2 years and 4 months. I have not been paid any monies since last 2 years and 4 months.

Furthermore, Para 10 of same contract lays the terms of termination, ***"This contract can be terminated by either party by giving three months advance notice in writing or payment in lieu thereof."***

Sadly, since I was only given notice of termination of contract but my dues were not settled, I'm of the understanding that contract was intact and in place till the full term of contract, i.e. till April 2016 [which is 2 years from April 2014, the inception date of contract].

Not only did I lose on my truly deserving salary, I have also lost on the interest that I would have earned for past 2 years and 4 months. The consistent lingering of this issue for long period of time has drained me both mentally and financially. I never expected esteemed companies like IFC funded Egyptian Indian Polyester SAE with competent leadership would demonstrate such a careless behavior to one of the most important aspect of any employment contract.

I do understand the financial situation of the company and exactly for this reason demonstrated enormous patience till now to receive my dues, that are pending since April 2015. It is a matter of great regret and disdain that I had been left waiting for my duly earned salary for past 2 years and 4 months; notwithstanding that salary of other employees has been paid on time. In my numerous conversations with leadership, I had been given one excuse or the other to keep my patience while I know others kept on receiving their salary on time. This is a matter of great concern as employees do trust their employers to be honest and diligent in paying the duly earned salary within stipulated time – which obviously is not the case here.

Details of Salary Account (after deduction of Income Tax)

Month of Salary	Due payment after deduction of income tax (USD)	Payment received (USD)	Balance - Without Interest (USD)	Average PRIME RATE (Yearly)	# Months Payment Pending	Amount due (with interest) in August 2017 (USD)
April-15	6,765	-	6,765	3.00%	28	7,254
May-15	6,765	-	6,765	3.00%	27	7,236
June-15	6,765	-	6,765	3.00%	26	7,218
July-15	6,765	3,882	2,883	3.00%	25	3,068
August-15	6,765	-	6,765	3.00%	24	7,182
September-15	6,765	-	6,765	3.00%	23	7,164
October-15	6,765	-	6,765	3.00%	22	7,147
November-15	6,765	-	6,765	3.00%	21	7,129
December-15	6,765	-	6,765	3.00%	20	7,111
January-16	6,765	-	6,765	3.00%	19	7,093
February-16	6,765	-	6,765	3.00%	18	7,076
March-16	6,765	-	6,765	3.00%	17	7,058
April-16	6,765	-	6,765	3.00%	16	7,040
TOTAL	87,939		82,930			88,777
Balance Due						\$ 88,777

In view of above breaches of contract, and considering the extensive delays in settling my dues, I would like to formally raise this issue for your kind attention and seek your help in getting this resolved. I would again like to reiterate, I have sent numerous reminders and phone calls to raise this issue but my request has been ignored for extensive period of time. I hope my request will be taken in right spirit to a meaningful resolution of my due salary.

Lastly, I would like to thank you for considering my request and for looking into this grave situation.

With Best Regards,

MOHAN SINGH SISODIA

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Attached:

1. Copy of signed contract
2. Copy of termination letter