
Date : 18/04/2022

Relation Employment Service Pvt. Ltd.
Basundhara, Kathmandu, 44600
Nepal

Dear Sir,

RE: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM NEPAL

Based on the Ministry of Home Affairs Approval **Reference KDN/**
dated _____, we hereby appoint your company to recruit
_____ workers for employment with our company and
liaise with relevant authorities concerning recruitment.

Our recruitment terms and conditions are as follows:

1. Number of workers Workers
2. Sector :
3. Job Description :
4. Age years old
(18 – 45 years old)
5. Contract Period : 2 years
6. Wages
Basic monthly wage : RM..... month (RM /day x 26 days)
a. Allowances : RM..... month
b. Overtime (OT) : RM..... month
(Normal day : RM...../ 26 days / 8 hours x 1.5 xhours = RM.....)
(Rest day : RM...../ 26 days / 8 hours x 2.0 xhours = RM.....)
(Public Holidays : RM...../ 26 days / 8 hours x 3.0 xhours = RM.....)
Total minimum monthly income : RM..... month
7. Working days : 6 days per week
8. Working hours : 8 hours per day or 48 hours per week

9. Contract Period :

- a. The duration of contract shall be for a period of two (2) years from the date of arrival of worker.
- b. This Contract may be extended for another additional two (2) years by mutual agreement of both parties.

10. Payments to be borne by the Employer :

The Employer shall be responsible for the following payments:

- a. Security deposits as required by the Department of Immigration, Malaysia;
- b. Processing fees imposed by the Government of Malaysia;
- c. Visit Pass (Temporary Employment)
- d. Employment Injury Scheme under the Employees' Social Security Act 1969 and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia;
- e. Medical examination in Malaysia (FOMEMA);
- f. Security Screening;
- g. Medical Examination in Nepal;
- h. One Stop Centre, VLN, SEV/MEV;
- i. Round trip Air Ticket;
- j. Attestation fee by Embassy of Nepal in Malaysia;
- k. Service charge by Malaysian Recruitment Agency and Nepali Recruitment Agency.

(Provided that item (f) and (g) shall be reimbursed by the Employer to the Worker together with the payment of first month salary of the Worker).

11. Wages :

- a. This basic wage shall comply with the national minimum wage of Malaysia.
- b. Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.
- c. The monthly wage shall be paid to an account at a bank, finance company, financial institution or other institutions licensed or established under the Banking and Financial Institutions Act 1989 [Act 372] of the Worker.
- d. Every Employer shall furnish to every Worker employed by him in a
 - i. separate statement or card the particulars relating to details of wages
 - ii. and other allowances earned during each wage period.

12. Rest Day :

- a. The Worker shall be entitled to weekly rest day
- b. In the event that the Worker, upon the request by the Employer, agrees to work on such rest day, the Worker shall be paid at rate of:
 1. 0.5 for less than 4 hours
 2. 1.0 for 4 to 8 hours

13. Annual Leave, Sick Leave and Public Holidays :

Annual leave:

- a. 8 days for the first two years of service; for period of service between two years to five years the employee would qualify for 12 days of leave; and for services of more than five years the employee qualifies for 16 days of leave.

- b. The Employer upon application from the Worker may grant 15 days leave in case of death of close family members (parents, spouse and children) of the Worker. The leave may be deducted from the accumulated annual leave of the Worker, or in cases where accumulated annual leave is not sufficient, the Employer may grant unpaid leave to the Worker.

Sick leave:

14 days for each year of service for service less than two years, and 18 days for services of two years to five years and 22 days annually for services exceeding five years. In cases of hospitalization, the employee qualifies for 60 days leave in each calendar year.

Public Holiday:

- a. The employee shall be entitled to paid public holiday for a total of 11 day in any one year of service that must include the following five days:
 1. the National day
 2. the birthday of the Yang di-Pertuan Agong
 3. the birthday of the Ruler of the State as the case may be and / or the Federal Territory day where the employee is working in such an area.
 4. Workers day
 5. Malaysia day
 6. and another six more days appointed as a public holiday for that particular year under section 8 of the Holidays Act 1951 [Act 369]In the event the Worker, upon the request by the Employer, agrees to work on such public holiday, the Worker shall be paid in accordance with the labour laws in Malaysia

14. Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] under the Social Security Organization and if applicable the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia.”

15. Accommodation :

- a. The Employer shall provide the Worker with decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health.
- b. The Employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of RM50 per month or any approved amount for the purpose of providing such accommodation as stipulated under the Section 24(4)(e) of The Employment Act 1955 of Malaysia.

16. Transportation :

Accommodation within Factory premises.

17. Levy :

The payment of workers levy shall be borne by the Employer.

- Manufacturing, Mining and Quarry, Services and Construction – RM1,850
- Agriculture and Plantation - RM640

18. Deductions :

The Employer is entitled to make deduction for not more than 50% in a month from the Worker's wages in the event of any monetary advances in accordance with the labour laws in Malaysia.

19. Renewal of Worker's Visit Pass (Temporary Employment) :

- a. The Employer shall renew Worker's Visit Pass (Temporary Employment) 3 months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer.
- b. Any penalty or compound imposed due to the failure of the Employer to do so shall be borne by the Employer.

20. Air Ticket :

The travelling expenses from Nepal to any agreed point of entry in Malaysia and the expenses from any agreed point of exit in Malaysia to Nepal shall be borne by the Employer upon completion of the Contract of Employment.

21. Safekeeping of the Passport :

- a. The Employer shall not keep the passport of the Worker in his custody.
- b. The passport of the Worker shall be in his/her custody at all times. In the event the passport is lost or damaged while in the possession of the Worker, the Worker shall bear all related costs for the replacement of his/her passport.
- c. The Worker shall submit the passport to the Employer for the following purposes:
 1. Medical screenings;
 2. Application of Visit Pass (Temporary Employment);
 3. Application of Foreign Worker's Identity Card; and
 4. Renewal of Visit Pass (Temporary Employment).
- d. The passport shall be returned to the Worker upon completion of these purposes.
- e. In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the abovementioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

22. Outstanding Wages :

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, the Employer shall pay all outstanding basic wages and all other payments owed to the Worker subject to the labour laws in Malaysia.

23. Receiving Worker :

The Employer shall ensure to receive the Worker upon arrival at the entry point in Malaysia within 6 hours upon arrival. In case, the Employer fails to do so, he/she shall be liable to bear all the expenses incurred during the waiting period.

24. Female Workers :

Ensure additional measures as may be required for meeting special needs of female workers with regards to working conditions.

25. Furnishing information to the Department of Labour Peninsular Malaysia :
The Employer shall furnish to the Department of Labour Peninsular Malaysia particulars of the Worker including the Worker's dependent within 14 days from the commencement of the employment.

26. Repatriation :

- a. The repatriation cost of the Worker from their place of work to their original exit point in Nepal shall be borne by the Employer under the following circumstances:
 1. At the completion of this Contract of Employment.
 2. Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker; and
 3. Termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.
- b. The Worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that are not mentioned in paragraph 21(a).

27. Repatriation in the case of death of the Worker :

- a. In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation of the dead body.
- b. If the funeral takes place in Malaysia with the consent of the family of the deceased, the Employer shall be responsible for the costs of the funeral and repatriation of the remains.
- c. The Employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

28. Medical Examination in Malaysia (FOMEMA) :

The Employer shall ensure that the Worker undergoes medical examination as follows:

- a. Within 30 days from the date of arrival;
- b. Once every year for the first 2 years of employment; and
- c. Every alternate 2 years of employment.

29. Restriction :

- a. That the Employee shall not marry with any Malaysian and shall not participate in any political activities or activities of those connected with political organizations in Malaysia.
- b. That the Employee shall not change his employment during the period of this Contract of Employment and shall not carry out or do other business.
- c. That if the competent authority concerned finds the Worker engaged in any illegal, subversive or criminal activities, then the Worker shall be dismissed from the job and shall be repatriated to Nepal at Worker's own expenses.

30. Termination of service :

- a. In the event the Employer intends to terminate this Contract of Employment, the Employer shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to Nepal for the Worker.

- b. In the event the Worker intends to terminate this Contract of Employment, the Worker shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and the Worker shall bear the cost of airfare to Nepal.

I hereby declare all information above the whole true nothing but the true.

Thank you.

Yours faithfully,

.....
Name :
Designation :
NRIC No :
Company Stamp :

Attested by:

.....
Department of Labour Peninsular
Malaysia
Date :
Department Stamp:

.....
.....
Consular Division,

.....
.....
Consular Division,
Ministry Of Foreign
Affairs Malaysia
Date :
Department Stamp:

.....
Consular Division, Ministry Of Foreign
Affairs Malaysia
Date :
Department Stamp:

Ministry Of Foreign Affairs Malaysia
Date :
Department Stamp:

CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** is made on this day _____ month of _____ 20 _____ between _____ **SDN BHD** (hereinafter referred to as "the Employer") of the one part and Mr./Ms _____, a bearer of Passport No. _____ (hereinafter referred, to as "the Worker") of the other part.

Whereas, the Employer desires to employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Malaysia; and

Whereas, the Worker desires to be employed by the Employer subject to the laws, rules, regulations, national policies and directives in Malaysia;

Therefore,

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a period of two (2) years commencing on the day of arrival of the Worker in Malaysia until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Occupation

The Worker shall be employed as _____ in _____ sector.

3. Wages

3.1 The Worker shall receive a basic wage of **RM 1200** (excluding allowances and overtime). This basic wage shall comply with the national minimum wage of Malaysia.

Allowance:

a) Attendance :	= RM
b) Food:	= RM
c) Transport :	= RM
d) Shift :	= RM
e) Overtime (as per Government rule)	= RM
f) Any other	= RM

Total = _____

3.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.

3.3 The monthly wages shall be paid to a bank account of the Worker.

3.4 As stipulated in the Regulation 9 of the Employment Regulations 1957 [P.4.(A) 333/83] of Malaysia, every employer shall furnish to every worker employed by him in a separate statement or card the particulars relating to details of wages and other allowances earned during each wage period.

4. Working Hours

Normal working hours shall be eight (8) hours per day in accordance with the labour laws in Malaysia.

5. Overtime

In the event the Worker, upon the request by the Employer, agrees to work in excess of his/her normal eight (8) hours of work, the Worker shall be paid in accordance with the labour laws in Malaysia.

Overtime :

on normal days: salary x 1.5

on Sundays / rest days :salary x 2.0

on Public Holidays: salary x 3.0

6. Rest Day

6.1 The Worker shall be entitled to weekly rest day (**one day in a week**) in accordance with the labour laws of Malaysia.

6.2 In the event that the Worker, upon the request by the Employer, agrees to work on such rest day, the Worker shall be paid in accordance with the labour laws in Malaysia.

7. Public Holiday

7.1 The Worker shall be entitled to public holidays in accordance with the labour laws in Malaysia.

The employee shall be entitled to be paid holiday for a total of 11 Public holidays in any one year of service that must include the following four days:

1. the National day

2. the birthday of the Yang di-Pertuan Agong

3. the birthday of the Ruler of the State as the case may be and / or the Federal Territory day where the employee is working in such an area.

4. Labour day

5. and another more days from:-

Chinese New Year - 2 days

Hari Raya Puasa - 2 days

Hari Raya Haji - 1 day

Deepawali - 1 day

Christmas day - 1 day

7.2 In the event the Worker, upon the request by the Employer, agrees to work on such public holiday, the Worker shall be paid in accordance with the labour laws in Malaysia.

8. Leave

- 8.1 The worker shall be entitled to paid annual leave in accordance with the labour laws in Malaysia.

Annual leave :

Annual leave of 8 days for the first two years of service; for period of service between two to five years the employee would qualify for 12 days of leave; and for services of more than five years the employee would qualify for 16 days of leave.

- 8.2 The Employer upon application from the Worker may grant 15 days leave in case of death of close family member (Parents, Spouse and Children) of the Worker. The leave may be deducted from the accumulated annual leave of the Worker, or in cases where accumulated annual leave is not sufficient, the Employer may grant unpaid leave to the said Worker.

9. Levy

The payment of levy shall be borne by the Employer.

10. Medical and Accident Insurance

The Worker may be insured under the current Foreign Workmen Compensation (Insurance) Scheme (FWCS) under the Workmen's Compensation Act 1952 [Act 273] of Malaysia and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia.

11. Deductions

The Employer is entitled to make deduction for not more than 50 percent (50%) in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws of Malaysia.

12. Accommodation

12.1 The Employer shall provide the Worker decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health.

12.2 The Employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of RM 50 per month or any approved amount for the purpose of providing such accommodation as stipulated under Section 24(4)(e) of The Employment Act 1955 of Malaysia.

13. Sick Leave

The Worker shall be entitled to paid sick leave and paid hospitalization leave in accordance with the labour laws of Malaysia.

Sick leave (without hospitalisation):

14 days for each year of service for service less than two years; and 18 days for services between two to five years; and 22 days annually for services exceeding five years.

In case of hospitalisation:

And in case of hospitalisation, the employee qualifies for 60 days leave in each calendar year.

14. Renewal of Worker's Visit Pass (Temporary Employment)

14.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer. The cost of levy will be as per Paragraph 9 of the Contract of Employment.

14.2 Any penalty or compound imposed due to the failure of the Employer to do so shall solely be borne by the Employer.

15. Air Passage

The travelling expenses from Nepal to any agreed point of entry in Malaysia and the expenses from any agreed point of exit in Malaysia to Nepal shall be borne by the Employer upon completion of this Contract of Employment.

16. Repatriation

16.1 The repatriation cost of the Worker from their place of work to their original exit point in Nepal shall be borne by the Employer under the following circumstances:

- (i) At the completion of this Contract of Employment;
- (ii) Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker;
- (iii) Termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer;

16.2 The Worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that are not mentioned in clause 16.1.

16.3 The term "original exit point" in this Contract of Employment shall mean any international airport in Nepal.

17. Repatriation in the case of death of the Worker

17.1 In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation of the dead body.

17.2 If the funeral takes place in Malaysia with the consent of the family of the deceased, the employer shall be responsible for the costs of the funeral and repatriation of the remains.

17.3 The employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

18. Termination

18.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to Nepal for the Worker.

18.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall bear the cost of airfare to Nepal.

19. Restrictions

19.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Malaysia.

19.2 The Worker shall not change employment during the period of this Contract of Employment and shall not carry out or do other business.

19.3 If the Worker is found by the competent authority concerned engaged in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to Nepal at Worker's own expenses.

20. Safekeeping of the Passport

20.1 The Employer shall not keep the passport of the Worker in his custody.

20.2 The Passport of the Worker shall be in his/her custody at all times. In the event the passport is lost or damaged while in the possession of the Worker, the Worker shall bear all related costs for the replacement of his/her passport.

20.3 The Worker shall submit the passport to the Employer for the following purposes:

- (i) medical screenings;
- (ii) application of Visit Pass (Temporary Employment);
- (iii) application of Foreign Workers Identity Card, and
- (iv) renewal of Visit Pass (Temporary Employment).

20.4 The passport shall be returned to the Worker upon completion of these purposes.

20.5 In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above-mentioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

21. Outstanding Wages

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, the Employer shall pay all outstanding basic wages and all other payments owed to the Worker subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

22. Amendment

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favorable to the Worker subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

23. Time is of the Essence

Time whenever mentioned shall be of the essence of this Contract of Employment.

24. Interpretation

In the event there is a conflict of interpretation between the English text and any text in other language used in this Contract of Employment, the English text shall prevail.

25. Laws

This Contract of Employment shall be subjected to the laws of Malaysia.

26. Succession

This Contract of Employment shall be binding on the successor in title, assignee, personnel or representatives of the parties hereto.

27. Language of this Contract of Employment

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Nepali and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

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

Employer's Signature,

Worker's Signature,

Name:
NRIC No.:
Address:

Name:
Passport No.:
Emergency Contact No.
(of dependent)

Signature of Witness from Employer,

Signature of Witness from Worker

Name:
Address:
Date:

Name:
Address:
Date :

Date : 18/04/2022

RE : POWER OF ATTORNEY

We, Messrs _____ SDN BHD

Address : _____

Do hereby appoint **RELATION EMPLOYMENT SERVICE PVT. LTD.** of Nepal, Overseas Employment Agency Licensed by Government of Nepal, Department of Foreign Employment, license no. **906/067/068** , to be our true and lawful attorney and recruiting agent in Nepal for the purpose of handling all the affairs associated with recruiting of workers for employment with our company, on the basis of **KDN Approval No.dated** to sign all necessary documents and employment contracts required by the laws and regulations of Nepal, to arrange for passport and for visa endorsement with the embassy concerned to make arrangement for the workers' passage to the job site.

The power of attorney shall remain valid from **__ / __ / __ (Issue Date) to __ / __ / __ (Expiry Date).**

This power of attorney is non-transferable and irrevocable.

In witness whereof we have executed this document on **__ / __ / __.**

Employer's Authorised Signature

Attested in the country of employment by :

1. Name :

2. Designation : _____ Embassy of Nepal in Kuala Lumpur

3. NRIC No. : _____

4. Company's Chop:

Date:

**EMBASSY OF NEPAL, KUALA LUMPUR
WISMA PARADISE (LEVEL 1, 2, 3 AND 9)
NO. 63 JALAN AMPANG
50450 KUALA LUMPUR, MALAYSIA**

RE: APPLICATION LETTER FOR THE RECRUITMENT OF WORKERS FROM NEPAL

Dear Sir/Madam,

We **SDN. BHD.**, would like to hire Nepali nationals as our foreign workers as **<Job Title>** as per permission given by the Ministry of Home Affairs, Foreign Workers Division through their letter referenced **<KDN Letter's Reference Number >**. We are fully abided by the terms and conditions of MOU done between Nepal and Malaysia in 2018 for the recruitment, employment and repatriation of general workers. We will bear all the recruitment and repatriation cost including two-way air-tickets, medical treatment including Covid-19, cost of quarantine in Malaysia if required etc. All the required documents are attached with this application.

We request the Embassy of Nepal to approve our application and assist us along this procedure.

Should the Embassy require any further clarification, please feel free to contact the undersigned.

Regards,

<Name>
<Position in the Company>
<contact number>

Letter of Undertaking

Embassy of Nepal, Kuala Lumpur
Wisma Paradise, 63, Jalan Ampang
50450 Kuala Lumpur

I, the employer/ owner/ Director/ General Manager/ Human Resource Manager of the SDN BHD, authorized legally to decide and sign this undertaking, hereby declare the following:

1. The attached Demand letter, Power of Attorney, Agency Agreement and Employment Contract are as per the format available at the Embassy Website and all other documents submitted herewith are part of this undertaking.
2. Embassy of Nepal shall be informed, through the official email, of the arrival of the employees within three months including their professional status, salary and Visa/Permit.
3. Embassy of Nepal and its officials can have the access to the accommodation of the employees and office for the purpose of inspection.
4. The salary of the employees shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period. The employees shall not be deprived of basic salary in case of failure of the employer to provide employment.
5. The employees once recruited directly by the company or through its authorized recruiting agency, will not be relegated or downgraded in terms of position, salary, benefits and work at any cost. The position and category of the employees shall be decided only prior to selection and recruitment.
6. The Contract of Employment issued by the company and certified with original sign and stamp with authorized recruiting agent at the time of departure from Nepal will be considered as legally valid contract and no contract substitution will be made after the arrival.
7. Fees/cost of Visit Pass (Temporary Employment) shall be solely born by the employer. Employer shall also bear the fines, if any, because of the delay in the processing of above cases.
8. The employees shall be repatriated, bearing all the cost, within one month after the completion of the contract with all his rights except in the cases mutually agreed otherwise.
9. Employer shall be fully responsible for the salary and other facilities of employees irrespective of non payment or other disputes between the employer and it's clients.
10. In case of any misunderstanding/dispute between employer and the employee/s, Embassy of Nepal shall be contacted first for the amicable settlement of the grievances.
11. I am fully aware on/committed to fulfil the rights and obligations of employees and employer stipulated in the **Memorandum of Understanding Between The Government of Nepal and The Government of Malaysia on The Recruitment, Employment and Repatriation of Workers**. All other terms and conditions not mentioned herein shall be subject to the legal provisions of Malaysia.

Signature of Employer:

Full name:

NRIC No:

Tel:

Email:

Date:

Kuala Lumpur, Malaysia