Date:

To,

## (NAME & ADDRESS OF MANPOWER AGENCY IN NEPAL)

Recruiting Licence No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Registrar's Registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir/Madam,

**Re: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM NEPAL**

 We hereby appoint your company to recruit Nepali male/female workers as mentioned below for employment with our company **on the basis of**

**KDN Approval No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Dated** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and liaise with relevant authorities in Nepal concerning recruitment.

Our recruitment terms and conditions for the recruitment, employment and repatriation of the workers are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Number of workers** | :(In numerical and words) |
|  | **Job Category/ Sub Category** | : |
|  | **Job Description** | : |
|  | **Age** | :( \_\_\_\_\_ to \_\_\_\_\_ yrs.) |
|  | **Criteria for the Recruitment and Employment of Security Guards:** | 1. Male aged between 25-45 years old
2. Former security forces (if possible but not compulsory)
3. Does not possess any previous criminal records
4. Minimum height of 1.57 meter
5. Minimum weight of 50 kg (110.2 pound)
6. Good health /medically fit and without any disabilities (inclusive of good hearing and vision) as well as complies with the Malaysian medical requirements for foreign workers
7. Having possessed basic communication skills in English or Malay language
 |
|  | **Contract Period** | : 2 years (Renewable at the expiry of the contract period. The workers will be allowed to travel to Nepal to renew their Foreign Employment Permit from relevant authorities in Nepal.) |
|  | **Basic Monthly Salary and Allowances:**  |
|  |  |  | Amount in RM |
|  | Basic Monthly Salary |  |
|  | **Allowances** |
|  | Attendance allowance |  |
|  | Food allowance |  |
|  | Transport allowance |  |
|  | Shift allowance |  |
|  | Overtime (as per Government rule) allowance(hours) |  |
|  | Any other allowance (please specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | **Total:** |  |
|  | **Working days**  | Monday to Saturday  |
|  | **Working hours** | 8 hours per day, 48 hours per` week |
|  | **Overtime**In accordance with Malaysian Labour Law, i.e.

|  |  |
| --- | --- |
| Normal Days | Salary x 1.5 |
| Sunday | Salary x 2.0 |
| Public Holidays | Salary x 3.0 |

 |
|  | **Insurance and Compensation:** In accordance with Malaysian Labour Law: The foreign workers are covered by the relevant Social Security Schemes of SOCSO and Injury Scheme under the Employees' Social Security Act, 1969 (Act 4) from 1st January 2019. Compensation Scheme.  |
|  | **Accommodation:**The Employer shall provide the Worker decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health. 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. |
|  | **Recruitment cost and Service charge:** 1. The employer shall comply with the recruiting rules and regulations of the Government of Malaysia and the Government of Nepal. The recruiting agency of Malaysia and The recruiting agency of Nepal shall not be charged any commission for getting quotas or visas to worker.
2. The Employer shall be responsible for the following payments:
3. Security deposits as required by the Immigration Department of Malaysia;
4. Processing fees imposed by the GOVERNMENT OF MALAYSIA;
5. Visit Pass (Temporary Employment);
6. Insurance under the Foreign Workers Compensation Scheme (FWCS), and if applicable the Foreign Workers Health Insurance Scheme (SPIKPA) or any other appropriate insurance scheme as may be adopted by the Government of Malaysia;
7. Medical examination in Malaysia;
8. Security screening; RM 105
9. Medical examination in Nepal; RM 260
10. Single Entry Visa; and
11. Round trip air-ticket; and
12. The Employer shall be responsible for the Recruitment service charge of 50% of one (1) month minimum wage of the worker per person to be paid to the NRA (The recruiting agency of Nepal) through banking channel.

Provided that the payment for item (f) and (g) shall be reimbursed by the employer to the worker together with the payment of first month salary of the worker. |
|  | **Government Levy and Immigration:**The payment of levy shall be borne by the Employer. Any other relevant fees and charges in respect to Nepalese workers/security guards shall be borne by the employer. |
|  | **Annual Leave, Sick Leave and Public Holidays:** In accordance with Malaysian Labour laws:  |
|  | **Employee’s provident fund** | Company to Specify |
|  | **Travelling expenses, reception at the airport and Visit Pass:**1. The visa fee and travelling expenses from Kathmandu to Malaysia shall be borne by Employer. Expenses of the air passage from Malaysia to Kathmandu shall be borne by Employer upon completion of this contract.
2. The Employer shall be responsible 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.
3. The Employer shall renew the Workers' Visit Pass (Temporary Employment) three (3) months prior to the expiry date of the said pass. Any penalty or compound imposed due to the failure of the Employer to do so shall solely be borne by the Employer.
 |
|  | **Yearly Medical:**Yearly medical examination shall be arranged and paid by the employer as required by the Immigration Department of Malaysia. |
|  | **Repatriation:** 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 upon completion of this contract.
2. In the event of death of the Worker, the funeral and repatriation of the remains shall be arranged at the expense of the Employer as provided for the Workmen's Compensation Act 1952 [Act 273] of Malaysia.
 |

 Rest of the terms and conditions of recruitment, employment and repatriation of the workers shall be in accordance to the attached standard contract of employment and relevant laws, rules, regulations, policies of the Government of Malaysia and the Government of Nepal and Agreements/MoUs reached between Nepal and Malaysia.

 Kindly arrange to recruit the workers as specified above as per the above-mentioned criteria at the earliest.

Thank you

Yours faithfully,

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Employer’s Authorised Signature Name:Designation: NRIC No.: Company’s Chop: |  |
|  | Attested in the country of employment by: |
|  |  |
|  | Embassy of Nepal in Kuala Lumpur |