Date :

# <Manpower Agency Name>…………....

<Agency License Number>……………....

<Address>………………………………….

……………………………………………….

…………………….....................................

Dear Sir,

# RE: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM NEPAL

Based on the Office of the Prime Minister, Jobcentre Brunei’s approval number .........

**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 : <Position of the Worker>

<Tasks to be done by the Worker>

* 1. Age years old

# (18 – 45 years old)

* 1. Contract Period : 2 years
  2. Wages

Basic monthly wage : BND……… month (BND /day x 26 days)

* + 1. Allowances : BND month
    2. Overtime (OT) : BND month

**Total minimum monthly income : BND month**

* 1. Working days : 6 days per week
  2. Working hours : 8 hours per day or 44 hours per week
  3. Contract Period :
     1. The duration of contract shall be for a period of two (2) years from the date of arrival of worker.
     2. This Contract may be extended for another additional two (2) years by mutual agreement of both parties.
  4. Payments to be borne by the Employer :

The Employer shall be responsible for the following payments:

* + 1. Security deposits if required;
    2. Any processing fees imposed by the Government of Brunei Darussalam;
    3. Visit Pass (Temporary Employment) related fees.
    4. Employment/Foreign Worker’s Insurance or any other insurance scheme adopted by the Government of Brunei Darussalam;
    5. Any Medical examination in Brunei Darussalam;
    6. Security Screening fee if any;
    7. Medical Examination in Nepal;
    8. Visa related expenses;
    9. Round trip Air Ticket;
    10. Attestation fee by Embassy of Nepal in Malaysia;
    11. Service charge by Brunei Darussalam Recruitment Agency and Nepali Recruitment Agency.
  1. Wages :
     1. This basic wage shall comply with the national minimum wage of Brunei Darussalam.
     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. The monthly wage shall be paid to Worker’s account at a bank, finance company or any authorized financial institution.
     4. Every Employer shall furnish to every Worker employed by him in a
        1. separate statement or card the particulars relating to details of wages
        2. and other allowances earned during each wage period.
  2. Overtime:

In the event the worker, upon the requuest by the Employer, agrees to work in excess of his/her nnormal hours of work, the worker shall be paid in accordance with the calculations below:

* + 1. in the case of a person employed on a monthly rate pay, 12 x the employee’s monthly basic rate of salary divided by 52 x44 hours.
    2. in the case of a person employed on pieces rates, the total weekly salary at the basic rate of salary received divided by the total number of hours worked in the week
    3. However; an employee shall not be permitted to work overtime for more than 72 hours a month and shall not be permitted to work for more than 12 hours in any day.
  1. Rest Day :
     1. The Worker shall be entitled to weekly rest day
     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 as per the Labor Laws of Brunei Darussalam.
  2. Annual Leave, Sick Leave and Public Holidays :

# Annual leave:

* + 1. The duration of the paid annual leave shall correspond to 7 days in respect of the first 12 months of continuous service with the same employer, and an additional one day’s annual leave for every subsequent 12 months of continuous service with the same employer and up to maximum 14 days of such leave.
    2. In order to be entitled to enjoy annual leave an employee shall have served at least 3 months with the same employer.
    3. 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:

An employee is entitled to get 14 days of paid outpatient sick leave, and 60 days of hospitalization leave in each calendar year as per the labor laws of Brunei Darussalam.

# Public Holiday:

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

* 1. 1st January (New Year’s Day), First day of Hijriah, Chinese New Year, 23rd. February(National Day of Brunei Darussalam), Maulud Prophet Mohammad’s birthday, 15th. July (His Majesty the Sultan and Yang Di-Pertuan’s birthday), First day of Ramadhan, Anniversary of the reveletion of the Quran, Hari Raya Aidilfitri, Hari Raya Aidiladha, 25th. December (Christmas Day
  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 Brunei Darussalam
  3. Medical and Accident Insurance:

The worker shall be insured under the Workmen’s Compensation Act 1954 (Revised 1984) or any other insurance scheme adopted by the Government of Brunei Darussalam.

* 1. Accommodation :

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

* 1. Transportation :

Accommodation within Factory premises.

* 1. Renewal of Worker’s Employment visa/pass :
     1. The Employer shall renew Worker’s Employment visa/pass before the expiry of the said pass. All costs related to the renewal shall be borne by the Employer.
     2. Any penalty or compound imposed due to the failure of the Employer to do so shall be borne by the Employer.
  2. Air Ticket :

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

* 1. Safekeeping of the Passport :
     1. The Employer shall not keep the passport of the Worker in his custody.
     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.
     3. The Worker shall submit the passport to the Employer for the following purposes:

1. Medical screenings;
2. Application of Employment visa/pass;
3. Application of Foreign Worker’s Identity Card; and
4. Renewal of Employment visa/pass.
   * 1. The passport shall be returned to the Worker upon completion of these purposes.
     2. 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.
   1. 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 Brunei Darussalam.

* 1. Receiving Worker :

The Employer shall ensure to receive the Worker upon arrival at the entry point in Brunei Darussalam 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.

* 1. Female Workers :

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

* 1. Furnishing information to the Department of Labour Peninsular Brunei Darussalam :

The Employer shall furnish to the Department of Labour, Ministry of Home Affairs, Brunei Darussalam particulars of the Worker including the Worker’s dependent within 14 days from the commencement of the employment.

* 1. 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 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.
   * 1. The Worker shall be responsible to bear related expenses under the Brunei Darussalam laws and expenses relating to repatriation for circumstances that are not mentioned in paragraph 25(a).
   1. Repatriation in the case of death of the Worker :
      1. In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation of the dead body.
      2. If the funeral takes place in Brunei Darussalam 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.
      3. The Employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.
   2. Medical Examination in Brunei Darussalam :

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

* + 1. Within 15 days from the date of arrival; and
    2. Every alternate 2 years of employment as required.
  1. Restriction :
     1. That the Employee shall not marry with any Bruneians and shall not participate in any political activities or activities of those connected with political organizations in Brunei Darussalam.
     2. 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.
     3. 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.
  2. Termination of service :
     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.
     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 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 Brunei Darussalam

Date :

Department Stamp:

…………………………………………… Consular Division, Ministry Of Foreign Affairs Brunei Darussalam

Date :

Department Stamp: