

Date:.....

Embassy of Nepal
Wisma Paradise
Level 1,3 and 9,
No.63,JalanAmpang,
50450 Kuala Lumpur

Dear Sir,

We have appointed **M/S. GREEN LIGHT OVERSEAS PVT.LTD**, holding recruiting license no. **1365/074/075**, address at **Basundhara -3, Kathmandu, Nepal**, as our true and lawful attorney / agents in Nepal by virtue of power of attorney, executed by us in their favour for processing and recruiting of our demand letter dated under visa no **KDN/...../.....** dated

We request you to kindly endorse attestation on the documents submitted.

Yours sincerely,

Company Full Name

Name:

Attested in the country of employment by:

Designation: Director

Embassy of Nepal in Kuala Lumpur

NRIC No:

Mobile No:

Company's Chop/Seal:

Date:

To,
M/S. GREEN LIGHT OVERSEAS PVT.LTD
Recruiting Licence no. 1365/074/075
Basundhara -3, Kathmandu, Nepal

Dear Sir,

Re: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM NEPAL

We hereby appoint your company to recruit Nepal male 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	:	
2. Job Categories	: Service	
3. Working Place	: Security	
4. Age	: (18 – 45 yrs old)	
5. Contract Period	: 3 years	
6. Salary	: 8 Hours/ 26days	= RM 1000.00
a) Allowance		= RM
b) Attendance		= RM
c) Food		= RM
d) Transport		= RM
e) Shift		= RM
f) Overtime (RM 4.80x 3 hrsx26 days)		= RM 562.50
	Total	<u>=RM 1562.50</u>

1. **Working days** : Monday to Saturday
2. **Working hours** : 8 hours per day
3. **Overtime** : in accordance with Malaysia Labour Law:- i.e.
on Normal days: Salary X1.5 = RM
on Sundays/rest days: Salary x 2.0 =RM
on Public Holidays : Salary x 3.0 = RM

7. Recruitment Agency Costs : The employer shall comply with the recruiting rules and regulations of the Government of Malaysia and the Government of Nepal.

* The Workers and recruiting agency of Nepal shall not charge commission for getting quotas or visas to them.

* If Employer paid Service charge of Nepal Recruitment agency: Service charge will be provided by the employer USD \$..... or Service charge not provide by the Employer.

8. Workmen Compensation :

In accordance with Malaysia Labour Law, the foreign workers are covered by the Foreign Workers Compensation Scheme.

9. Accommodation :

The Employer provides free accommodation close to the working area to workers with free electricity, water, basic cooking facilities & furniture.

10. Transportation :

The Employer provides free transportation to the workers from Hostel to working area and working area to Hostel.

11. Government Levy and Immigration:

The payment of the government levy will be as per prevailing laws in Malaysia. Any other relevant fees and charges in respect to Nepalese workers/security guards shall be borne by the employer.

12. Annual Leave, Sick Leave and Public Holidays:

In accordance with Malaysia Labour laws:

Annual leave of 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

Sick leave (without hospitalisation):

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.

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

The employee shall be entitled to be paid holiday for a total of 10 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 in working in such an area.
4. Workers day

and another six more days from:-

Chinese New Year	-	2 days
Hari Raya Puasa	-	2 days
Hari Raya Haji	-	1 day
Deepavali	-	1 day
Christmas day	-	1 day

13. Employee's provident fund :

According to Malaysia Labour Laws – No deduction for the time being at the moment.

14. Air Ticket/Travelling Expenses and visa Fee:

The visa fee and travelling expenses and joining air ticket 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.

15. Yearly Medical:

Yearly medical examination will be arranged as required by the Immigration Department of Malaysia.

16. Restriction

- a. That the Employee shall not marry with any Malaysian and shall not participate in any political activities and activities of those connected with Trade Union in Malaysia.
- b. That the Employee shall not change his employment during the contract period and shall not carry or do business without the written permission from the Employer.
- c. That if the Employee is found creating social problems and or engaged in any illegal subversive or criminal activities, then he will be dismissed with immediate effect and will be repatriated to Nepal on his own expenses.
- d. Any employee shall not organise, participate or be involved in any kind of industrial action during his term of employment.

17. Termination of service

- (i) That if the Employee breaches any of the restrictions in Clause 16 above or is convicted of any offence under any of the laws of Malaysia.
- (ii) That if the Employee’s Work Permit is withdrawn by the Malaysia authorities for any reason whatsoever.
- (iii) That if the Employee is absent from work for more than two (2) consecutive working days without a reasonable cause or leave.
- (iv) That is the Employee is discovered to be under-aged on first appointment entry.
- (v) That if a medical doctor certifies the Employee medically unfit for employment.

Kindly arrange to recruit the above-mentioned categories at the earliest .Thank you

Yours faithfully,

Company Full Name

Name:

Designation: Director

NRIC No:

Mobile No:

Company’s Chop/Seal:

Attested in the country of employment by:

Embassy of Nepal in Kuala Lumpur

Date:

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into on this day _____ 2018 by and between (Herein after called the EMPLOYER) represented by the contract by **(Nepal Agent: M/S. GREEN LIGHT OVERSEAS PVT.LTD.)** a licence recruiting agency which shall be joint and severally responsible for compliance herewith, Employee _____ of Passport No. _____

Both of whom bind themselves to the following terms and conditions:-

Basic terms of contract:-

1. Employee's job title or position: Security Guards

2. Job Description :

3. Sector : Service

4. Basic Monthly Salary : (RM 40.38/day x 26days/ 8 Hrs) = RM 1000.00

a) Allowance = RM

b) Attendance = RM

c) Food = RM

d) Transport = RM

e) Shift = RM

f) Overtime ((RM 4.80x 3 hrsx26 days) = RM 562.50

Total = RM 1562.50

5. Duration of contract: 3 Years.

6. Travelling expenses: The Visa Fee and Travelling Expenses from Kathmandu to Malaysia shall be borne by Employer. Expenses of Air passage from Malaysia to Kathmandu shall be borne by Employer upon completion of his contract.

7. Accommodation: The Employer provides free accommodation close to the working area to workers with free electricity, water, basic cooking facilities & furniture.

8. Food: To be provided by Employee himself.

9. Working days and working hours: 8 hrs per day and 6 days per week.

10. Overtime:

According to Malaysia Labour Law as follows:-

on Normal days: Salary X1.5 = RM

on Sundays/rest days: Salary x 2.0 =RM

on Public Holidays : Salary x 3.0 = RM

11. Recruitment Agency Costs : The employer shall comply with the recruiting rules and regulations of the Government of Malaysia and the Government of Nepal.

* The Workers and recruiting agency of Nepal shall not charge commission for getting quotas or visas to them.

* If Employer paid Service charge of Nepal Recruitment agency: Service charge will be provided by the employer USD \$..... or Service charge not provide by the Employer.

12. Annual Leave, Sick Leave and Public Holidays:

In accordance with Malaysia Labour laws:

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

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.

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

The employee shall be entitled to be paid holiday for a total of 10 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-PertuanAgong
3. the birthday of the Ruler of the State as the case may be and / or the Federal Territory day where the employee in working in such an area.
4. Workers day
and another six more days from:-

New Year	-	1 days
Chinese New Year	-	2 days
Hari Raya Puasa	-	2 days
Hari Raya Haji	-	1 day
Deepavali	-	1 day
Malaysia Day	-	1 day

13. Medical treatment:

The employer shall bear the cost of employees' medical treatment.

14. Yearly Medical:

Yearly medical examination will be arranged as required by the Immigration Department of Malaysia and cost incurred will be borne by Employer.

15. Insurance

The Employer shall provide Insurance Policy as per the exiting foreign workers compensation scheme.

16. Deceased

In the event of any employee dies in the course of his employment the employer shall be responsible to arrange for the body of deceased to be repatriated to his next of kin in Nepal and necessary repatriation expenses shall be borne by the employer.

17. Government Levy:

The payment of the government levy will be as per prevailing laws in Malaysia. Any other relevant fees and charges in respect to Nepalese workers/security guards shall be borne by the employer.

18. Age: 18 to 45 years old

19. Employees Provident Fund:

According to Malaysia Labour Laws – No deduction for the time being at the moment.

20. Restriction

- a. That the Employee shall not marry with any Malaysian and shall not participate in any political activities and activities of those connected with Trade Union in Malaysia.
- b. That the Employee shall not change his employment during the contract period and shall not carry or do business without the written permission from the Employer.
- c. That if the Employee is found creating social problems and or engaged in any illegal subversive or criminal activities, and then he will be dismissed with immediate effect and will be repatriated to Nepal on his own expenses.
- d. Any employee shall not organise, participate or be involved in any kind of industrial action during his term of employment.

21. Termination of service :

- (i) That if the Employee breaches any of the restrictions in Clause 20 above or is convicted of any offence under any of the laws of Malaysia.
- (ii) That if the Employee's Work Permit is withdrawn by the Malaysia authorities for any reason whatsoever.
- (iii) That if the Employee is absent from work for more than two (2) consecutive working days without a reasonable cause or leave.
- (iv) That if the Employee is discovered to be under-aged on first appointment entry.
- (v) That if a medical doctor certifies the Employee medically unfit for employment.

22. Other terms and conditions:

The Employer shall pay the basic salary of due months, if any workers are repatriated before completing the contract period, for whatsoever reason.

Other terms and conditions favourable to the employer and employee not covered herein and which are provided by the laws of the country of employment shall apply and shall be the part of the contract.

23. Certification:

The employer and the employee shall read and fully understand this agreement and certify that the terms and conditions together with the application constitute their entire agreement or understand that any other conditions set besides this contract shall be considered null and void.

In witness, where of, the parties have here unto voluntarily signed their respective names below on this _____ **2018** at Kathmandu, Nepal.

Company full Name

Signature of employee

Name :

Name :

Designation: Director
NRIC No:

Passport No:

Mobile No:

Company's Chop/Seal:

Witness by:
Name:
Designation:
Date:

Witness by:
Name:
Designation:

Date:.....

RE: POWER OF ATTORNEY.

We, M/SAddress:.....81100 JOHOR,
MALAYSIA. Do hereby appoint **M/S. GREEN LIGHT OVERSEAS PVT.LTD.** of Nepal,
Overseas Employment Agency Licensed by Government of Nepal, Ministry of Labour No.
1365/074/075, 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, 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 till the workers arrive at our factory in Malaysia and this
power of attorney is non-transferable and irrevocable.

In witness, whereof, we have executed this document on, **2018.**

Company Full Name

Name:

Designation: Director

NRIC No:

Mobile No:

Company's Chop/Seal:

Attested in the country of employment by :

Embassy of Nepal in Kuala Lumpur

AFFIDAVIT / SWORN STATEMENT

Date:.....

I do hereby declare the following to recruit workers from Nepal for my Organization

1. The Payment of government Levy will be as per prevailing laws in Malaysia. Any other relevant fees and charges in respect to Nepalese workers/security guards shall be borne by the employer.
2. I will not engage any agent to renew the passport / work permits of the employees. I myself or an authorised officer of my organisation will undertake all the necessary steps for this purpose.
3. All the Nepal workers recruited for our organisation will be received by us on their arrival at the KLIA airport.
4. I will pay the salaries of the workers for the rest of the contractual period if they are terminated prior to the contractual period for any reasons other than health and disciplinary ground.
5. I guarantee that I will not apply and cancel the work permit of any worker if he lodges any complaint with relevant Malaysian authority pertaining to his rights and privileges until the matter is settled by the authority concerned.
6. I will not make any deduction from the wages of the workers contravening to the exiting Employment Act 1955 and foreign workers compensation scheme of Malaysia.
7. I will accede to the request of Embassy official to visit the work places and worker hostel with prior information from the Company and in consultation with the Ministry of Human Resources to look into the welfare of the Nepal workers.
8. If any employee is terminated on health reasons, he will be repatriated at the expense of the employer and if the employee is terminated on disciplinary grounds, he will be repatriated at his own cost.
9. I will ensure repatriated of sick / disabled workers whatsoever may be the cause of disability / sickness at the expense of the company.
10. I will ensure security of the workers in their workplace and in the hostel.
11. If any workers die on the way to work, during the work and on the way back from work to the hostel, I will arrange repatriation and will pay compensation as laid down in exiting Foreign Workers Compensation Scheme.
12. I hereby agree and undertake to abide by the terms and conditions stipulated in the Attestation Documents.

I am fully aware and understand the terms and conditions in the Attestation Documents and I will not under any circumstances whatsoever alter or amend the terms and conditions in the Attestation Documents in any way whatsoever and if I do so I agree to accept all liabilities whatsoever arising from my action to vary the terms and conditions stipulated therein.

I hereby agree that in the event of failure to comply with the above, the aggrieved worker may seek redress from the relevant authority in Malaysia.

Company Full Name:

Name :

Attested in the country of employment by:

Designation: Director ,

Embassy of Nepal in Kuala Lumpur

NRIC No:

Mobile No:

Company's Chop/Seal:

Agency Agreement

Date:

This agreement is made between full of address....., **JALAN, 81100 JOHOR, MALAYSIA (hereafter called the first party)** and **M/S. GREEN LIGHT OVERSEAS PVT.LTD** full of address: **Basundhara -3, Kathmandu, Nepal (hereafter called the second party)** under the following terms and conditions as on:

1. This agreement will be valid for 3 years from the date of agreement between the two parties.
2. The second party will send the Bio Data medical report, photo (4 copies) and the passport photocopy to the first party within maximum of 15 days from the date of this agreement. The first party will send the original Calling Visa to the second party within a maximum of 4-6 weeks from the date of getting the medical report, photos (4 copies) and passport photocopies. The second party will send the workers within 2-4 weeks of getting the original Calling Visa.
3. The second party will send the list of workers with profile to the first party as per conditions laid down in the **Demand Letter dated 2018** only.
4. Air ticket from Kathmandu to Kuala Lumpur (KLIA) and other expenses will be paid by the first party.
5. The second party will send the workers to the first party as accordance to the above mentioned terms.
6. The first party must provide the necessary documents like demand letters, power of attorney, company registrations of the first party and labour agreement of the company to the second party.
7. The first party must provide all facilities as written in the Demand Letter. The first party will be fully responsible for everything while the workers are working with or under him.
8. Recruitment Agency Costs, the employer shall comply with the recruiting rules and regulations of the Government of Malaysia and the Government of Nepal.
 - The Workers and recruiting agency of Nepal shall not charge commission for getting quotas or visas to them.
 - If Employer paid Service charge of Nepal Recruitment agency: Service charge will be provided by the employer USD \$..... or Service charge not provide by the Employer

8. All the other terms and conditions between the two parties are as per the Malaysian Labour Laws in force.

The First Party,

The Second Party,

.....
Company Full Name

.....
M/S GREEN LIGHT OVERSEAS PVT. LTD.,

Name:

Name : Mr. Sajin Rai

Designation: Director

Designation: President

NRIC No:

Mobile No:

Company's Chop/Seal

Company's Seal:

Your Ref:

Our Ref:

Date:.....

Embassy of Malaysia
Consular Division
2nd Floor, Block 'B'
Karmachari Sanchaya Kosh Bhawan
PO Box 24372, Pulchowk, Lalitpur
Nepal.

Respected sir,

We have appointed **M/S. GREEN LIGHT OVERSEAS PVT.LTD.** is holding recruiting license no. **1365/074/075** , address : **Basundhara-3, Kathmandu, Nepal**, our true and lawful attorney/agents in Nepal by virtue of power of attorney, executed by us in their favour for processing and recruiting of our demand letter dated, **2018** under visa no. **KDN/...../.....** dated, **2018**.

We requested you to kindly endorse the visas at the request of our aforesaid Manpower Agency on our behalf after receiving final demand approval from Department of Foreign Employment, Government of Nepal.

Yours Faithfully,

Company Full Name:

Attested in the country of employment by:

Name:

Designation: Director

Embassy of Nepal in Kuala Lumpur

NRIC No:

Mobile No:

Company's Chop/Seal:

Date:.....

Director General
Department of Foreign Employment
Ministry of Labour and Transport Management
Government of Nepal
Kathmandu,
Nepal.

Dear Sir,

RE: Recruitment of Workers from Nepal

This is to confirm that the rates of salary, allowance and overtime pay stated in our Demand Letter and in the Employment Contract executed by us are correct, and we undertake to pay the workers according to these rates.

In additional, we provide Free Visa, Free Joining Air Tickets to the Workers but we are not liable to pay all related service charges to Recruiting Agency of Nepal.

Thank you.

Yours Sincerely,

Company Name:

Attested in the country of employment by:

Name:

Embassy of Nepal in Kuala Lumpur

Designation: Director

NRIC No:

Mobile No:

Company's Chop/Seal

Date:.....

**Embassy of Nepal
Wisma Paradise,
No. 63, Jalan Ampang
50450 Kuala Lumpur
Email: info@nepalembassy.com.my**

To: **Who It May Concerned.**

Dear Sir,

Sub: Letter of Authorisation.

This is inform you that, Our company is authorizing Mr./Miss.(NRIC No./ I/C No.) as our representative to act on our behalf, in matters, regarding the recruitment of foreign workers.

Your Co-operation is much appreciated.

Thank You.

Regards,

Company Name:

Attested in the country of employment by:

Name:

Embassy of Nepal in Kuala Lumpur

Designation: Director

NRIC No:

Mobile No:

Company's Chop/Seal

Date:

Embassy of Nepal
Wisma Paradise
Level 1,3 and 9,
No.63, Jalan Ampang,
50450 Kuala Lumpur
Email: info@nepalembassy.com.my

Dear Sir,

RE: LETTER OF UNDERTAKING

I do hereby undertake to recruit following Nepalese workers to work under our outsourcing license no. **KDN/...../.....** dated**2018**.

Source Country	Nepal
Total No. of Workers
Name of Nepal Agent	M/S. GREEN LIGHT OVERSEAS PVT.LTD.
Age	18 to 45 years old
Employment Contract	Three (3) years
Basic Wages/Salary	RM 1000.00 / 26 days
Overtime Rates	On Normal days: Salary X1.5 = RM On Sundays/rest days: Salary x 2.0 =RM On Public Holidays : Salary x 3.0 = RM
Normal Working Hours	8 hours/ day
Normal Working Days	26 days/ month
Medical Benefits	Shall be provided by the Employer in accordance with the Malaysian Labour Law including annual medical examination as required by the Immigration Department.
Accommodation & Security	Shall be provided free by the employer with the supply of electricity & water. Basic cooking utensils and bedding with 24 hours warden or security
Transportation	Shall be provided by the employer
Insurance (FWCS)	Provided by employer under Foreign Workers Compensation Scheme (FWCS) through the employment period
Bank Guarantee	Payable to Immigration Department with validity of 18 months, RM..... per person (by the employer)

Levy:

The Employer shall incur the levy cost payable to the government.

Job Guarantee

We guarantee that the workers will be employed with the principal company for the whole contract period.

Thank you.

Yours faithfully,
Company Full Name

Director

Company's Chop/Seal:

Date:

Embassy of Nepal
Wisma Paradise
Level 1,3 and 9,
No.63, JalanAmpang,
50450 Kuala Lumpur
Email: info@nepalembassy.com.my
Dear Sir/Madam:

Re: Letter of Guarantee for recruiting workers from Nepal/Commitment Letter.

In reference to the demand of**Male/Female** workers from Manpower Agency Nepal **M/S. GREEN LIGHT OVERSEAS PVT.LTD. License No. 1365/074/075**, we would like to confirm and guarantee the following terms and conditions:

1. We will not charge any amount with the recruiting agency of Nepal or the candidates or deduct any amount from his/her salary as a visa commission which will be totally free.
2. We will provide Free Visa and free Air tickets to the selected candidates from KTM to KUL and after completion of 3 years contract will provide free ticket from KUL to KTM.
3. The salary of the employees will be paid counting from their arrival date.
4. The passports of the absconded employees will be surrendered to the Embassy together with the police report.
5. The airport clearances will be done within 12 hours of arrival.
6. We will not pass the security guards to other company in case of shortage of job orders in my company and if such situation arises than I will do needful action with the permission of Embassy of Nepal in Kuala Lumpur.
7. Workers will be notify in advance and in writing about the cost they have to bear if they intend to return before completing the contract period.
8. The accommodation arranged for the workers will be in good condition. It will have the basic amenities for living and cooking utensils. Company will arrange separate hostel for female with special security for them.
9. The company is committed to comply with the Minimum wages policy of the Government of Malaysia and the recruitment guidelines of the government of Nepal. Accordingly, workers will get their salary, overtime and facilities on time as per contract.
10. Workers will get immediate medical attention if they fill sick. Treatment and Insurance compensation will be proceeding on time.
11. Any further guidance provided by the Government of Malaysia and the Embassy of Nepal in Kuala Lumpur will be followed. The Embassy will notify the company, if the workers need to return home with valid reason. The company will arrange repatriation process of the worker as soon as possible

Your cooperation is highly appreciated.

Thank you

.....

Employer's Authorized Signature:

Name:

Designation: Director

NRIC No.:.....

Mobile No.:

Company Chop/Seal:

Date:

Embassy of Nepal
Wisma Paradise
Level 1,3 and 9,
No.63, JalanAmpang,
50450 Kuala Lumpur
Email: info@nepalembassy.com.my

Dear Sir/Madam:

Re: Commitment Letter to bear the service charge.

In reference to the demand ofMale/Female worker from **M/S. GREEN LIGHT OVERSEAS PVT.LTD, License No. 1365/074/075**, I, on behalf of theSDN BHD. hereby would like to confirm and declare that my company should not pay all related service charges to the Nepalese Recruiting Agency required for the recruitment of the above mentioned Nepalese Workers.

Your cooperation is highly appreciated.

Thank You,

.....

Employer's Authorized Signature:

Name:

Designation: Director

NRIC No.:.....

Mobile No.:

Company Chop/Seal: