#### Date:

Recruitmentagency's name, address, license number, contact number andofficial email.

### **DEMAND LETTER**

#### Dear Sir /Madam

We request you to select and recruit the following suitable persons for our company from Nepal as per the details given below

#### Our block visa below:

Visa No. ..... Issue date ..... Expiry date: ......

S	Profession	Number of workers			Salary	Salary	Food
N		Male	Female	Total	(SR)	(In words)	Allowance
							Free or
							SR.300/500

### The following Terms & conditions shall be included in the contract

- 1. Period of Employment will be Two years (renewable upon employee's written consent) and place of employment will be in (type name of the city) KSA.
- 2. Air ticket for joining the Company (KTM-KSA) and returning home after the completion of contract will be provided by company.
- 3. Working hours will be 8 hrs. per day, 6 days per week (not exceeded than 48 hrs. per week).
- 4. Over time will be 1.5 times of the salary per hour.
- 5. Probation period will be of 90 days from date of entry into KSA.
- 6. Visa charge, Resident permit (Iqama), GoSI and Medical Insurance will be provided by the company. Workers will not pay any fees.
- 7. Human standard accommodation including Utilities (Water, Electricity and Gas), Local Transportation, Uniform, and Safety Materials and Trip Allowance (for Heavy Driver)will be provided by the company.
- 8. Annual paid leave will be minimum 21 days per year. (In case of emergency, emergency leave will be provided).
- 9. The facilities and services including basic salary, food allowance and others will be counted and provided from the same day of their arrival. In case the company is not able to provide job the stated basic salary and food allowance will be provided.
- 10. Other Terms & Conditions: As per Saudi Labor Law.

Name:
Designation:
Signature:
Company Name:
Company Registration Number
Date:

## ACTUAL EMPLOYMENT CONTRACT

Visa No	• • • • • • • • • • • • • • • • • • • •						
This agre	eement is made and entered into	type date,type i	name of the company, company registration number, type				
postal ad	ldress, type name of the city, Ki	ngdom of Saudi Ara	abia, (herein called the company as First party) through our				
lawful at	torney present in Nepal and						
Mr.:	Nationality: Nepali	Passport No:	Nature of job: Indoor or Outdoor?				
Type of	Company: supply/contrac	ting company o	r direct company?				
Brief jol	b description:						
In his/he	r capacity as the Second Party l	nereby agreed the fol	llowing terms and conditions.				
1.							
(In words) and free food or SR for food allowance per month.  2. The First party will provide the facilities and services including basic salary, food allowance and others							
mentioned in the demand letter from the same day of arrival. In case the first party is not able to provide job							
3.	the second party, the stated basic salary, accommodation including <b>Utilities</b> and food allowance will be provided. Period of Employment will be <b>two years (renewable upon second party's written consent)</b> and place of employment will be intype name of city KSA and nature of work is Air Ticket for joining the company (KTM-KSA) and returning (KSA-KTM) after the completion of contract should be provided by the first party.						
4. <b>Visa charge is borne by the first party</b> itself and will not be deducted in the second party's salary.							
5.			er week (not exceeded than 48 hours per week).  y per hour and probation Period will be of 90 days from date				
6.	of entry into KSA.	5 times of the safar	y per nour and probation Period will be of 90 days from date				
7.		SI and Medical Ins	surance will be provided by the first party. Second party				
8.	will not pay any fees. Comfortable and human standard accommodation including <b>Utilities</b> (Water, Electricity and Gas),						
		Transportation, Uniform, and Safety Materials and Trip Allowance (for Heavy Driver) will be provided by					
9.	the first party.  In case of death of any worker, the First Party will repatriate the remains of the deceased at the expense of the						
	company. Both in the case of death and injury, compensation shall be paid according to the Labor Law of the						
10.	host country.  Annual paid Leave will be mir	year. (In case of emergency, emergency leave will be					
11.	Other Terms &Conditions: as j	per Saudi Labor Lav	٧.				
First Party			Second Party				
Name:			Name:				
Designation:			Signature:				
Signature			Date:				

Date:

### **POWER OF ATTORNEY**

PoA date of issue:

PoA date of expiry:

Know all men by these presents, That we, ...company name.....Kingdom of Saudi Arabia, a company dully organized and existing under and by virtue of the laws of Kingdom of Saudi Arabia with Registration. No. ...CR... Do hereby appointed ...manpower office in Nepal.... Kathmandu, Nepal, a recruitment Agency approved by the Government of Nepal, Ministry of Labor, Employment and Social Security, with Registration No....License no.... to be our true Lawful attorney and Agent in Nepal respect of handling all the affairs with the protector of emigrants, Government of Nepal and sign all required documents by the said officers in connection with the recruitment of.... Persons against visas as per attached list for Employment with us to arrange all matters related to Emigration, etc. This power of attorney is made in relation to our demand letter.

Visa No: ...... Issue Date: ..... Expiry Date......

Name:

Designation: (must be CEO/Owner)

Signature:

Company Name:

Company Registration Number:

# **INTER PARTY RECRUITMENT AGREEMENT**

This agreement is made and entered into by and between M/sCompany name
Registration NoCR duly registered under the laws of Kingdom of Saudi Arabia and represented by Mr
owner's namebusiness address atPostal address, Name of the City, in his capacity asdesignation
hereinafter referred to as the FIRST PARTY and
M/sManpower office name
License No.:. No, Kathmandu, Nepal
A company dully registered to deploy manpower from Nepal and existing under the laws of Nepal, represented by
Mrownerin his capacity asdesignation herein after referred to as the SECOND PARTY.
TERMS & CONDITIONS
<ol> <li>The SECOND PARTY will make all the arrangement to supply manpower from Nepal, as per the request an specifications of the First Party.</li> <li>The FIRST PARTY will recruit workers from Nepal through the SECOND PARTY for his company.</li> <li>The FIRST PARTY will agree to appoint the SECOND PARTY as its legal representative in Nepal for the purpose of supplying manpower (Nepalese workers) for his company and will provide all the required documents such as Power of Attorney, Demand Letter and Employment Contract for the selected workers</li> <li>The SECOND PARTYwill be completely responsible to bring selected manpower from Nepal to the Kingdom of Saudi Arabia after demand attestation from the Embassy. During the probation period if any of the workers is found to be medically unfit, refused to work and got homesick, Second Party will bear all expenses for repatriating the said workers back to his/her home county and make replacement with free of charges.</li> <li>The FIRST PARTYshall make arrangements to make visa for all the selected workers.</li> <li>The FIRST PARTY will provide all the facilities to all the selected workers.</li> <li>The FIRST PARTY will provide all the facilities to all the selected workers incorporated in the Demand Letter and as per the prevailing Labour Law of the Kingdom of Saudi Arabia.</li> <li>In case of death of the worker during the contract period, the First Party will repatriate the remains of the deceased at the expense of the company. Both in the case of death and injury, compensation shall be paid according to the Labour Law of the host country.</li> </ol>
Our block Visa below
Visa No Date of issue
First Party Second Party
Name: Name:
Designation: Designation:
Signature Signature:
Date: Date:

_			
1	١.	4.	~ •

## **LETTER OF GUARANTEE**

The Director General
Department of Foreign Employment
Kathmandu, Nepal
Dear sir,
We,company nameCompany Registration NoP.O.Box:,City Kingdom of Saudi Arabia hereby
guarantee that all (No of workers) Nepalese workers as per our Demand Letter (Date) (No &
category) recruited through our agent M/s (Licensed No), Post.Box No Kathmandu, Nepal will
be working in our company in (Name of city) in the Kingdom of Saudi Arabia only throughout their
contract period.
Our Block Visa below:
1. VisaNo Date of issue
We further guarantee that these workers will not be sent to work in any other establishment or any third country
during the period of contract.
Thank you for your kind co-operation.
Name:
General Manager:
Company:
Date:

### **UNDERTAKING LETTER**

His Excellency Ambassador, Embassy of Nepal Riyadh, Saudi Arabia

I, (.... Name...) the owner/CEO of the (Name of Company)having(.... Company registration number) authorized legally to decide and sign this undertaking hereby declare the following:

- 1. The attached Demand letter, Power of Attorney, Agency Agreement, Employment contract, Guarantee letter and all other documents submitted herewith are the part of this undertaking.
- 2. Our company is fully committed to implement the terms and conditions including the mandatory minimum basic salary of Nepali workers of different job categories as decided by the Government of Nepal in 2018.
- 3. The Embassy of Nepal will be informed about the Nepali employees including their profession, salary and status of residence permit within three months of their arrival.
- 4. The Embassy of Nepal and its officials can have the access to the accommodation and work place of the employees and office for the purpose of inspection/discussion and meeting. The company will also provide Nepali workers' lists with their contact number, payroll slip, bank Statement, Contract Paper and GOSI as and when requested by the Embassy of Nepal.
- 5. The salary of the employees will be provided within one week of the completion of every working month through bankand time cardwill be provided for calculation of overtime allowance.
- 6. The company will provide the facilities and services including basic salary, food allowance and others as mentioned in the demand letter from the same day of arrival. In case the first party is not able to provide job to the second party, the stated basic salary and food allowance will be provided.
- 7. The (. Number) workers mentioned in our demand letter dated ......reference no (Demand ID) .... will be deployed only in our own company/client companies and will not be supplied again to any other supply companies throughout their contract period.
- 8. The employees once recruited directly by the company 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 prior to selection and recruitment.
- 9. Salaries, benefits and other facilities mentioned in the demand letter attested by the embassy shall prevail for legal proceedings and no contract will be made with less salary and benefits after their arrival
- 10. Fees/cost of residence permit, medical expenses, electricity, water, gas and human standard accommodation will be solely born by the employer. Employer will also bear the fines, if any, because of the delay in the processing of above cases.
- 11. The employees will be repatriated within one month after the completion of the contract with all his rights. The company will invariably allow workers, if they wish, to return home once their contract of two years ends. If they wish to renew the contract, the contract will be renewed upon obtaining their written consent.
- 12. If the worker faces problems such as loss of family members, serious sickness and other family problems in home, the company will allow the emergency vacation to worker to go home on re-entry visa on his own expenses without any pre conditions such as deposit of money, replacement of worker any other guarantee etc. The company will also see the possibility to send such worker in early vacation on company's expenses.
- 13. In case of any misunderstanding/dispute between employer and the employees, the Embassy of Nepal shall be contacted first for the amicable settlement of the grievances.
- 14. All other terms and conditions not mention herein shall be subject to the legal provisions of the Kingdom of Saudi Arabia.

We would like to reiterate that our company is fully committed to implement the Labor Reform Initiative - LRI (effective from 14 March 2021) of the Government of KSA and will not breach our commitment expressed by this letter regarding the recruitment of Nepali workers. If the Embassy finds that company breached the commitment, company will accept any penalties as per Saudi labor Law.

Signature of the Owner/CEO

**Full Name:** 

**Seal of Company:** 

ID No .:

Name of Company:

Contact No.:

Company Registration number:

Email:

महामहिम राजदूतज्यू,

मिति:

नेपाली राजदूतावास, रियाद, साउदी अरव।

विषयः मागपत्र प्रमाणिकरणका लागि प्रत्याभूतिपत्र पेश गरेको बारे ।

## महोदय,

वैदेशिक रोजगारीको ऋममा मेरो एजेन्सी मार्फत साउदी अरबमा रहेको तपशिल बमोजिमको रोजगारदाता कम्पनीमा आउने नेपाली कामदारलाई सम्भौता अवधिभित्र (2 वर्ष) कुनै प्रकारको समस्या (मागपत्रमा तोकेको न्यूनतम तवल र सेवा सुविधाबाट विश्वत लगायतका विषय) आएमा कामदारको हितलाई ध्यानमा राखी कामदारलाई तत्काल उद्धार, राहत, क्षतिपूर्ति तथा नेपाल फिर्ता लगायतका व्यवस्था वैदेशिक रोजगार ऐन, २०६४ र नियमावली, २०६४ बमोजिम गर्ने गराउने प्रतिवद्वता व्यक्त गर्दछ्र/गर्दछौ।

# (क) कम्पनीको विवरण:

**1.** कम्पनीको नाम:

2.

कम्पनी रजिष्टेशन नं.:

3.डिमाण्ड नं.:

**4.**भिषा

नं.:

5.संख्या (पु/म):

# (ख) प्रत्याभूतिका विषयहरु:

- 1. वैदेशिक रोजगार ऐन, 2064 तथा नियामावली, 2064 मा उल्लिखित योग्यता तथा शर्त विपरित हुने गरी कामदार आपूर्ति गर्ने छैन/छैनौ । सो विपरित कार्य गरेको पाईएमा सोही ऐन तथा नियमावली बमोजिम कारवाही तथा सजाय भोग्न तयार हुने छु/छौ।
- 2. साउदी अरबमा सम्बन्धित पदको कामदारको लागि नेपाल सरकारले तोकेको न्यूनतम तलव र साउदी श्रम कानून बमोजिम तोकिएका अन्य सुविधाको पूर्ण पालना हुने गरी कामदार पठाउने छु/छौ । आफूले वैदेशिक रोजगारमा पठाएका कामदारहरुलाई न्यूनतम आधारभूत अधिकारबाट विच्चित हुने अवस्था आउन दिने छैन/छैनौ । कामदारलाई कम्पनीमा कुनै समस्या परी हामी कहाँ सूचना गरेमा वा सहयोग माग गरेमा वा राजदूतावास मार्फत सूचना प्राप्त भएमा कामदारप्रति पूर्ण जिम्मेवार भई समस्या समाधान गर्नेछु/गर्नेछौ।
- 3. स्वीकृत मागपत्र बमोजिम पठाइने कामदारलाई संलग्न करार सम्भौता भन्दा फरक हुने गरी अर्को संम्भौता गर्ने छैनौ। मागपत्रमा तोकिए बमोजिम योग्यता, सीप र अनुभवको आधारमा कामदार छनौट गरी समयमा नै कामदार पठाउने छु/छौ । । काबु बाहिरको परिस्थिति वाहेक रोजगारदाता र

इजाजतपत्रवावीच भएको सम्भौता (Interparty Agreement) बमोजिम कामदार छनौट गरी पठाउन नसकेको अवस्थामा कारण सहित कामदार पठाउन नसकिएको जानकारी अविलम्ब सम्बन्धित कम्पनी र राजदूतावासलाई गराउने छु/छौ।

- 4. रोजगारदाताले कामदारलाई मागपत्रमा तोकेको भन्दा फरक हुने गरी सम्भौता गरेमा वा सेवा सुविधा घटी दिएमा वा नदिएमा वा फरक काम लगाएमा सम्भौतामा उल्लेख भए बमोजिमको सेवा सुविधा रोगजारदातावाट समयमै दिलाउने छु/छौ । ३ महिना भित्रमा पनि सो गर्न नसकेमा तोकेको सुविधा मेरो/हाम्रो संस्था वा कम्पनीबाट उपलब्ध गराउने प्रतिवद्धता व्यक्त गर्दछ्/गर्दछौ।
- 5. राजदूतावासबाट माग प्रमाणीकरण गरी कामदार ल्याउने रोजगारदाता र कामदारबीच कुनै असमभ्रदारी भएमा वा समस्या सृजना भएमा सो समस्या समाधान गर्न दुवै पक्षवीच सुमधुर सम्बन्ध बनाउन अधिकतम प्रयास गर्नेछु/गर्नेछौ । कामदारको समस्या समाधान गर्न पहल नगर्ने रोजगारदाता कम्पनीका विवरण राजदूतावासलाई जानकारी गराउने छु/छौ ।
- 6. इजाजतपत्रवालाले पठाएँका कुनै पनि कामदारहरुको समस्या सृजना भइ समाधान नभएसम्म हाम्रो नाममा पेश भएका संलग्न कम्पनीका तथा अन्य कम्पनीहरुको मागपत्र प्रमाणिकरण गर्ने काम राजदूतावासले स्थगन गरेमा म/हामी पूर्ण सहमत हुनेछु/हुनेछौ।

इजाजतपत्रवालाको नामः

दर्ता नं.

इमेलः

संचालक वा प्रवन्ध निर्देशकको नामः

मोवाइल नं.

हस्ताक्षरः

इमेलः

एजेन्सीको छापः