

Date:

To,  
*NAME & ADDRESS OF MANPOWER AGENCY IN NEPAL*  
Recruiting Licence no \_\_\_\_\_  
Company Registrar's Reg. No.: \_\_\_\_\_

Dear Sir/Madam,

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

We hereby appoint your company to recruit Nepal male/female 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** : (In numerical and words)
2. **Job Category** :
3. **Job Description** :
4. **Age** : ( 18 – 40 yrs.)
5. **Contract Period** : 3 years
6. **Basic Monthly Salary :**

<b>Allowance</b>	<b>Amount in RM</b>
Attendance	
Food	
Transport	
Shift	
Overtime (as per Government rule)	
Any other .....	
<b>Total:</b>	

7. **Working days** : Monday to Saturday (furnish details)
8. **Working hours** : 8 hours per day 48 hours per` week

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- Basic minimum salary should not be less than  $RM\ 34.62/day * 8\ hours * 26\ days = RM900$  for General Workers and  $RM\ 36.54/day * 8\ hours * 26\ days = RM\ 950$  for Private Security Guards excluding overtime and other allowances.

**9. 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

**10. Workmen Compensation**

In accordance with Malaysian Labour Law:  
The foreign workers are covered by the existing Foreign Workers Compensation Scheme.

**11. Accommodation**

The employer provides free accommodation close to the working area to the workers with free water and electricity

**12. Recruitment cost:**

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 be charged any commission for getting quotas or visas to them.

**13. Government Levy and Immigration:**

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.

**14. Annual Leave, Sick Leave and Public Holidays:**

In accordance with Malaysian 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

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▪ The maximum service chare of recruitment for a Nepalese worker to come to Malaysia is Nepalese Rs. 10,000.00 as stipulated by the Government of Nepal.

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 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 is working in such an area.
4. Labour day
5. 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

15. **Employee's provident fund** Company to Specify

16. ***Travelling expenses and visa fee:***

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.

17. **Yearly Medical:**

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

18. **Restriction**

- a) 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 or

Embassy of Nepal, Malaysia.

- b) That if the Employee is found creating social problems and or engaged in any illegal subversive or criminal activities, she/he will then be dismissed with immediate effect and will be repatriated to Nepal on his/her own expense.

**19. Termination of service**

- (i) That if the Employee breaches any of the restrictions in Clause 18 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 Malaysian authorities on legal grounds.
- (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 found to be underage on first appointment entry.
- (v) That if an authorised medical doctor certifies the Employee medically unfit for employment.

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

Thank you

Yours faithfully,

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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: