

Embassy of Nepal, Kuala Lumpur

Submission for Attestation

NO.	Checklist / Documents	Remarks
1.	Application letter to the Embassy of Nepal, Kuala Lumpur [Specific Format]	
2.	Copy of KDN quota approval (Bahasa Malay)	
3.	Copy of English translation of KDN quota approval letter (by Dewan Bahasa dan Pustaka /Court interpreter or translator) attested by Consular Division of the Ministry of the Foreign Affairs, Malaysia	
4.	Demand letter signed by the employer and attested by the Department of Labour of Malaysia and the Consular Division of the Ministry of the Foreign Affairs, Malaysia.	Specific Format
5.	Employment Contract signed by the employer [Specific Format]	
6.	Power of Attorney [Specific Format]	
7.	List of the existing Nepalese workers with their contact numbers.	
8.	Demand letter, employment contract and related documents should be strictly signed by the Chief Executive Officer, company director or manager authorised by the company. The documents should be submitted to the Embassy by the CEO or company director or authorised manager. The following documents of the authorised person should be submitted for submission and collection of the documents: <ul style="list-style-type: none"> • Authorization letter • Form 9- Company Registration Certificate (SSM) • Form 49 – Register of Company Directors • Copy of the EPF contribution receipt • Copy of NRIC 	
9.	Other relevant documents / Information: <ul style="list-style-type: none"> • Salary slips of latest three months of existing Nepalese workers • List of client/s where the Nepalese workers are to be deployed by the company (for the service sectors like security & cleaning) 	

Note:

- * Documents shall be submitted in two sets from Monday to Friday (from 10.00am -12.00pm only).
- * Please arrange the sequence of the documents as per the checklist before submission.
- * Documents should be duly signed by the Employer and stamped on all the pages.
- * Do not staple on Application, KDN, Demand Letter, Employment Contract and Power of Attorney
- * Mention monthly salary including overtime (maximum overtime four hours in a day) as per the Malaysian labour laws;
- * Provide one day holiday in a week as permitted by the Malaysian labour laws.
- * Demand documents for Sabah & Sarawak may not be attested.
- * Female workers are allowed for manufacturing sector only.

Submission fee:

Attestation of Workers Demand Documents (1-25 workers)	RM 1000.00
Attestation of Workers Demand Documents (26-100 workers)	RM 1200.00
Attestation of Workers Demand Documents (101 and above)	RM1400.00
Correction of Demand letter related documents (per document)	RM 400.00

Collection of Attested Documents

- * Attestation may be completed normally within ten working days.
- * The notice of completion of attestation is regularly uploaded on Embassy's Web page: <https://my.nepalembassy.gov.np/> under notice section. Please visit our website regularly.
- * Documents can be collected on Office **Day (Monday to Friday) from 14.00 – 17.00 hrs only.**

CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** is made on this day _____ month of _____ 20 _____ between _____ (hereinafter referred to as "the Employer") of the one part and Mr./Ms _____, a bearer of Passport No. _____ (hereinafter referred, to as "the Worker") of the other part.

Whereas, the Employer desires to employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Malaysia; and

Whereas, the Worker desires to be employed by the Employer subject to the laws, rules, regulations, national policies and directives in Malaysia;

Therefore,

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a period of two (2) years commencing on the day of arrival of the Worker in Malaysia until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Occupation

The Worker shall be employed as in sector.

3. Wages

3.1 The Worker shall receive a basic wage of **RM 1200** (excluding allowances and overtime). This basic wage shall comply with the national minimum wage of Malaysia.

Allowance:

- a) **Attendance:** = RM
- b) **Food:** = RM
- c) **Transport:** = RM
- d) **Shift :** = RM
- e) **Overtime (as per Government rule)** = RM
- f) **Any other** = RM

Total = _____

3.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.

3.3 The monthly wages shall be paid to a bank account of the Worker.

3.4 As stipulated in the Regulation 9 of the Employment Regulations 1957 [P.4.(A) 333/83] of Malaysia, every employer shall furnish to every worker employed by him in a separate statement or card the particulars relating to details of wages and other allowances earned during each wage period.

4. Working Hours

Normal working hours shall be eight (8) hours per day in accordance with the labour laws in Malaysia.

5. Overtime

In the event the Worker, upon the request by the Employer, agrees to work in excess of his/her normal eight (8) hours of work, the Worker shall be paid in accordance with the labour laws in Malaysia.

Overtime M

on normal days: salary x 1.5

on Sundays / rest days :salary x 2.0

on Public Holidays: salary x 3.0

6. Rest Day

6.1 The Worker shall be entitled to weekly rest day (***one day in a week***) in accordance with the labour laws of Malaysia.

6.2 In the event that the Worker, upon the request by the Employer, agrees to work on such rest day, the Worker shall be paid in accordance with the labour laws in Malaysia.

7. Public Holiday

7.1 The Worker shall be entitled to public holidays in accordance with the labour laws in Malaysia.

The employee shall be entitled to be paid holiday for a total of 11 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 more days from:-

Chinese New Year - 2 days

Hari Raya Puasa - 2 days

Hari Raya Haji - 1 day

Deepawali - 1 day

Christmas day - 1 day

7.2 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 Malaysia.

8. Leave

- 8.1 The worker shall be entitled to paid annual leave in accordance with the labour laws in Malaysia.

Annual leave M

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.

- 8.2 The Employer upon application from the Worker may grant 15 days leave in case of death of close family member (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 said Worker.

9. Levy

The payment of levy shall be borne by the Employer.

10. Medical and Accident Insurance

The Worker may be insured under the current Foreign Workmen Compensation (Insurance) Scheme (FWCS) under the Workmen's Compensation Act 1952 [Act 273] of Malaysia and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia.

11. Deductions

The Employer is entitled to make deduction for not more than 50 percent (50%) in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws of Malaysia.

12. Accommodation

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

12.2 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.

13. Sick Leave

The Worker shall be entitled to paid sick leave and paid hospitalization leave in accordance with the labour laws of Malaysia.

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.

In case of hospitalisationM

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

14. Renewal of Worker's Visit Pass (Temporary Employment)

14.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer. The cost of levy will be as per Paragraph 9 of the Contract of Employment.

14.2 Any penalty or compound imposed due to the failure of the Employer to do so shall solely be borne by the Employer.

15. Air Passage

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

16. Repatriation

16.1 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:

- (i) At the completion of this Contract of Employment;
- (ii) 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;
- (iii) 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;

16.2 The Worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that are not mentioned in clause 16.1.

16.3 The term "original exit point" in this Contract of Employment shall mean any international airport in Nepal.

17. Repatriation in the case of death of the Worker

17.1 In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation of the dead body.

17.2 If the funeral takes place in Malaysia 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.

17.3 The employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

18. Termination

- 18.1 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.
- 18.2 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 shall bear the cost of airfare to Nepal.

19. Restrictions

- 19.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Malaysia.
- 19.2 The Worker shall not change employment during the period of this Contract of Employment and shall not carry out or do other business.
- 19.3 If the Worker is found by the competent authority concerned engaged in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to Nepal at Worker's own expenses.

20. Safekeeping of the Passport

- 20.1 The Employer shall not keep the passport of the Worker in his custody.
- 20.2 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.
- 20.3 The Worker shall submit the passport to the Employer for the following purposes:
- (i) medical screenings;
 - (ii) application of Visit Pass (Temporary Employment);
 - (iii) application of Foreign Workers Identity Card, and
 - (iv) renewal of Visit Pass (Temporary Employment).
- 20.4 The passport shall be returned to the Worker upon completion of these purposes.
- 20.5 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.

21. 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 relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

22. Amendment

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favorable to the

Worker subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

23. Time is of the Essence

Time whenever mentioned shall be of the essence of this Contract of Employment.

24. Interpretation

In the event there is a conflict of interpretation between the English text and any text in other language used in this Contract of Employment, the English text shall prevail.

25. Laws

This Contract of Employment shall be subjected to the laws of Malaysia.

26. Succession

This Contract of Employment shall be binding on the successor in title, assignee, personnel or representatives of the parties hereto.

27. Language of this Contract of Employment

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Nepali and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

IN WITNESS WHEREOF the Parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

Employer's Signature, Worker's Signature,

Name: Name:
NRIC No.: Passport No.:
Address: Emergency Contact No.
 (of dependent)

Signature of Witness from Employer, Signature of Witness from Worker

Name: Name:
Address: Address:
Date: Date :

Date :

RE : POWER OF ATTORNEY

We, Messrs _____

Address : _____

Do hereby appoint _____ of Nepal, Overseas Employment Agency Licensed by Government of Nepal, Department of Foreign Employment, license no. _____, 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, on the basis of KDN Approval No.dated, 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 from(Issue Date) to(Expiry Date). This power of attorney is non-transferable and irrevocable.

In witness whereof we have executed this document on _____.

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:

Date :

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Dear Sir,

RE: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM NEPAL

Based on the Ministry of Home Affairs Approval Reference KDN/ 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 :

4. Age : years old

(18 – 45 years old)

5. Contract Period : 2 years

6. Wages

Basic monthly wage : RM..... month (RM..... /day x 26 days)

a. Allowances : RM..... month

b. Overtime (OT) : RM..... month

(Normal day : RM...../ 26 days / 8 hours x 1.5 xhours = RM.....)

(Rest day : RM...../ 26 days / 8 hours x 2.0 xhours = RM.....)

(Public Holidays : RM...../ 26 days / 8 hours x 3.0 xhours = RM.....)

Total minimum monthly income : RM month

7. Working days : 6 days per week

8. Working hours : 8 hours per day or 48 hours per week

9. Contract Period :

a. The duration of contract shall be for a period of two (2) years from the date of arrival of worker.

b. This Contract may be extended for another additional two (2) years by mutual agreement of both parties.

10. Payments to be borne by the Employer :

The Employer shall be responsible for the following payments:

a. Security deposits as required by the Department of Immigration, Malaysia;

b. Processing fees imposed by the Government of Malaysia;

c. Visit Pass (Temporary Employment)

- d. Employment Injury Scheme under the Employees' Social Security Act 1969 and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia;
- e. Medical examination in Malaysia (FOMEMA);
- f. Security Screening;
- g. Medical Examination in Nepal;
- h. One Stop Centre, VLN, SEV/MEV;
- i. Round trip Air Ticket;
- j. Attestation fee by Embassy of Nepal in Malaysia;
- k. Service charge by Malaysian Recruitment Agency and Nepali Recruitment Agency. (Provided that item (f) and (g) shall be reimbursed by the Employer to the Worker together with the payment of first month salary of the Worker).

11. Wages :

- a. This basic wage shall comply with the national minimum wage of Malaysia.
- b. Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.
- c. The monthly wage shall be paid to an account at a bank, finance company, financial institution or other institutions licensed or established under the Banking and Financial Institutions Act 1989 [Act 372] of the Worker.
- d. Every Employer shall furnish to every Worker employed by him in a
 - i. separate statement or card the particulars relating to details of wages
 - ii. and other allowances earned during each wage period.

12. Rest Day :

- a. The Worker shall be entitled to weekly rest day
- b. In the event that the Worker, upon the request by the Employer, agrees to work on such rest day, the Worker shall be paid at rate of:
 - 1. 0.5 for less than 4 hours
 - 2. 1.0 for 4 to 8 hours

13. Annual Leave, Sick Leave and Public Holidays :

Annual leave:

- a. 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.
- b. 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:

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. In cases of hospitalization, the employee qualifies for 60 days leave in each calendar year.

Public Holiday:

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

5. Malaysia day

6. and another six more days appointed as a public holiday for that particular year under section 8 of the Holidays Act 1951 [Act 369] 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 Malaysia

14. Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] under the Social Security Organization and if applicable the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia."

15. Accommodation :

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

b. The Employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of RM50 per month or any approved amount for the purpose of providing such accommodation as stipulated under the Section 24(4)(e) of The Employment Act 1955 of Malaysia.

16. Transportation: Accommodation within Factory premises.

17. Levy :

The payment of workers levy shall be borne by the Employer.

- Manufacturing, Mining and Quarry, Services and Construction – RM1,850

- Agriculture and Plantation - RM640 4

18. Deductions :

The Employer is entitled to make deduction for not more than 50% in a month from the Worker's wages in the event of any monetary advances in accordance with the labour laws in Malaysia.

19. Renewal of Worker's Visit Pass (Temporary Employment) :

a. The Employer shall renew Worker's Visit Pass (Temporary Employment) 3 months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer.

b. Any penalty or compound imposed due to the failure of the Employer to do so shall be borne by the Employer.

20. Air Ticket :

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

21. Safekeeping of the Passport :

- a. The Employer shall not keep the passport of the Worker in his custody.
- b. 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.
- c. The Worker shall submit the passport to the Employer for the following purposes:
 1. Medical screenings;
 2. Application of Visit Pass (Temporary Employment);
 3. Application of Foreign Worker's Identity Card; and
 4. Renewal of Visit Pass (Temporary Employment).
- d. The passport shall be returned to the Worker upon completion of these purposes.
- e. In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the abovementioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

22. 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 Malaysia.

23. Receiving Worker:

The Employer shall ensure 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.

24. Female Workers: Ensure additional measures as may be required for meeting special needs of female workers with regards to working conditions. 5

25. Furnishing information to the Department of Labour Peninsular Malaysia : The Employer shall furnish to the Department of Labour Peninsular Malaysia particulars of the Worker including the Worker's dependent within 14 days from the commencement of the employment.

26. Repatriation:

- a. 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 noncompliance of the terms and conditions of this Contract of Employment by the Employer.

b. The Worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that are not mentioned in paragraph 21(a).

27. Repatriation in the case of death of the Worker :

a. In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation of the dead body.

b. If the funeral takes place in Malaysia 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.

c. The Employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

28. Medical Examination in Malaysia (FOMEMA) : The Employer shall ensure that the Worker undergoes medical examination as follows:

a. Within 30 days from the date of arrival;

b. Once every year for the first 2 years of employment; and

c. Every alternate 2 years of employment.

29. Restriction :

a. That the Employee shall not marry with any Malaysian and shall not participate in any political activities or activities of those connected with political organizations in Malaysia.

b. 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.

c. 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.

30. Termination of service :

a. 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.

b. 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
Malaysia

Date:

Department Stamp:

.....

Consular Division, Ministry Of Foreign Affairs
Malaysia

Date:

Department Stamp: