#### **EMBASSY OF NEPAL**

Berlin, Germany

## **APPLICATION FORM FOR DEMAND LETTER ATTESTATION**

(Institutional)

| 1 €1          |                    |            |          | Email:  |                             |                                   |  |  |  |
|---------------|--------------------|------------|----------|---|-----------------------------|-----------------------------------|--|--|--|
| Name          | e of HR Manager: . |            |          | Contact No.:  |                             |                                   |  |  |  |
| B. Name       | of Nepali Manpow   | er Agency: |          |   |                             |                                   |  |  |  |
| Addres        | ss:                |            |          |   |                             |                                   |  |  |  |
| Tel. (        | Landline):         |            |          |   |                             |                                   |  |  |  |
| Name          | e of Owner:        |            |          | Contact No:   |                             |                                   |  |  |  |
| C. Docun      | nents Submitted by | y:         |          | Date:   |                             |                                   |  |  |  |
| Positio       | on in company/Inst | itution:   |          | Contact No.:  |                             |                                   |  |  |  |
| S.N.          | Job Category       | Number     | Gender   | Basic Salary<br>(Euro/US Dollar)                      | Food<br>(Euro/US<br>Dollar) | Accommodation<br>(Euro/US Dollar) |  |  |  |
| 1.            |                    |            |          |   |                             |                                   |  |  |  |
| 2.            |                    |            |          |   |                             |                                   |  |  |  |
| 3.            |                    |            |          |   |                             |                                   |  |  |  |
| 4.            |                    |            |          |   |                             |                                   |  |  |  |
| 5.            |                    |            |          |   |                             |                                   |  |  |  |
| Total         |                    |            |          |   |                             |                                   |  |  |  |
| Remar         | ks/Comments (if a  | ny):       |          |   |                             |                                   |  |  |  |
|               |                    |            |          |   |                             |                                   |  |  |  |
|               |                    |            | _        | or official Uso Only                                  | ,                           |                                   |  |  |  |
|               |                    |            | <u></u>  | or official Use Only                                  |                             |                                   |  |  |  |
| <u>(</u>      | Checked by         |            | <u>r</u> | Verified &<br>Attested<br>by                          |                             |                                   |  |  |  |
| <u>(</u>      | Checked by         |            |          | Verified &<br>Attested                                |                             |                                   |  |  |  |
|               | Checked by         |            |          | Verified &<br>Attested<br>by<br>proved by             |                             |                                   |  |  |  |
| ne:           | _                  |            |          | <u>Verified &amp;</u><br><u>Attested</u><br><u>by</u> |                             | <br>Ambassado                     |  |  |  |
| ne:<br>ition: |                    |            |          | Verified &<br>Attested<br>by<br>proved by             |                             | <br>Ambassado                     |  |  |  |

| /  |                         | (5) !  |   | Date:  |  |  |
|--|-------------------------|--|---|--|--|--|
| M/s  | •                       | (P) Ltd.   |   |  |  |  |
| License No   |                         |  |   |  |  |  |
| Regd No  |                         |  |   |  |  |  |
|  |                         | DEMAN  | D LETTER  |  |  |  |
| Dear Sir/Madar   | n                       |  |   |  |  |  |
| -  |                         | nd recruit th  | e following   | suitable personnel for our                                   |  |  |
| company from   |                         |  | •   | •  |  |  |
| . Category   | No. of                  | Salary   | Salary  | Air Ticket for joining the                                   |  |  |
|  | workers                 | (digit)  | (in   | company and returning  |  |  |
|  | I TOTAL TO              | (4.8.0)  | words)  | home after completion of                                     |  |  |
|  |                         |  | Words   | contract period  |  |  |
|  |                         |  |   | provided by the  |  |  |
|  |                         |  |   | company  |  |  |
|  |                         |  |   | _  |  |  |
| 4) Working Hour<br>5) Over time<br>6) Probation Period<br>7) Visa &Resident pe<br>8) Accommodation<br> | :<br>:<br>rmit : \<br>: | <ul> <li>i. (Nepal) and then Up &amp; down air ticket will</li> <li>ii. Provided after the completion of two years contract: A per</li></ul> |   |  |  |  |
| 9) Water, electricity  | & gas:                  | Provided by th   | ie company  |  |  |  |
| l0) Food   | :                       | : Provided by the company  |   |  |  |  |
| 11) Medical / Insurand   | ce :                    | Provided by t  | he company  |  |  |  |
| 12) Transportation (Bu   | ıs) :                   | : Provided by the company (to and from the work site)  |   |  |  |  |
| 13) Uniform, and safe  | ty Materials :          | Provided by t  | he company  |  |  |  |
| .4) Service Gratuity ar  | nd Leave pay:           | Provided by the Labour Law   | he company a  | s per(Name of the Country)                                   |  |  |
| L5) Service Charge   | : provide               | d by the comp  | any   |  |  |  |
| L6) Other Term & Con   | ditions :               | A per  | (Nar  | ne of the Country) Labour Law.                               |  |  |
| •  | n & Con                 | n & Conditions :   | arge : provided by the comp<br>n & Conditions : A per | arge : provided by the company<br>n & Conditions : A per(Nar |  |  |

General Manager/ Managing Director

| Da                   | t۵ |     |      |     |      |   |       |   |
|----------------------|----|-----|------|-----|------|---|-------|---|
| $\boldsymbol{\nu}$ u | ·· | • • | <br> | • • | <br> | • | <br>• | • |

## **POWER OF ATTORNEY**

## KNOW ALL MEN BY THESE PRESENTS:

| That we,with postal address at post. Box. No (Name of the City, Country) a company duly organized and existing under and by virtue of the laws of(Name of the Country) with License No do hereby appoint M/S Kathmandu, Nepal, a recruitment agency approved by the |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
|   |  |  |  |  |  |  |  |  |
| 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 and to arrange all matters relating to emigration, etc.  |  |  |  |  |  |  |  |  |
| This power of attorney is made in relation to our Demand Letter dated   |  |  |  |  |  |  |  |  |
| Reference Noand expire on(one year/two years)   |  |  |  |  |  |  |  |  |
| In Witness whereof, we have executed this Power of Attorney on this   |  |  |  |  |  |  |  |  |
| day,in the presence of the subscribing witnesses.   |  |  |  |  |  |  |  |  |
| For and on behalf of  |  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |
| Name  |  |  |  |  |  |  |  |  |
| MD/ CEO/ HR   |  |  |  |  |  |  |  |  |

| Ref .No  |
|--|
| Date:  |
| The Director General, Department of Foreign Employment New Baneshwar, Kathmandu Nepal  |
| Subject: Letter of Guarantee   |
| Dear Sir,  |
| We,P.O.Box:, (Name of the Country) hereby guarantee that all Nepali workers recruited through our agent M/S(License No), Post. Box No Kathmandu, Nepal will be working in our company in (Name of the City & Country) only throughout their contract period. |
| 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.  |
|  |
| Mr General Manager Company   |
|  |

| This agreement made and entered into by and between <b>M/s.</b> , duly registered under the laws of (Name of the Country), with business address at P.O.Box:, (Name of the City & Country) and represented by <b>Mr.</b> in his capacity as herein after referred to as the FIRST PARTY. |   |  |  |  |  |
|--|---|--|--|--|--|
|  | AND   |  |  |  |  |
| <b>M/s.</b> A Company duly registered to deploy manpower from Nepal and existing under the Laws of Nepal, with business address at   |   |  |  |  |  |
|  | TERMS & CONDITIONS.   |  |  |  |  |
| 1.<br>2.<br>3.   | That the SECOND PARTY will make all the arrangements to supply manpower from Nepal, as per the request and specification of FIRST PARTY.  FIRST PARTY will recruit workers from Nepal through SECOND PARTY for his company.  FIRST PARTY will agree to appoint SECOND PARTY as its legal representative in Nepal for the purpose of supplying manpower (Nepali Workers) for his company and will provide all the required documents such as Power of Attorney, Demand Letter and Contract Agreement (Employment Contract) for the selected workers. |  |  |  |  |
| 4.   | SECOND PARTY will be completely responsible to bring selected manpower from Nepal to(Name of the City &Country) and will guarantee for three months. During this period if any of the deployed workers found to be medically unfit, refused to work and got homesick, SECOND PARTY will bear all the expenses for repatriating the said workers back to Nepal and make replacement in due course of time.   |  |  |  |  |
| 5.   | FIRST PARTY shall make arrangements to make visas for all the selected workers.   |  |  |  |  |
| 6.   | FIRST PARTY will provide free accommodation & transportation for the selected workers here in (Name of the City & Country) as per the prevailing Labour Law of (Name of the Country) & its own rules.   |  |  |  |  |
| 7.   | The First party will provide all the facilities incorporated in the Demand Letter to all the selected workers as per the prevailing Labor Law of the (Name of the Country).   |  |  |  |  |
| 8.   | FIRST PARTY will make all the arrangements to receive all the selected workers.   |  |  |  |  |
| 9.   | The FIRST PARTY shall undertake to repatriate the dead body of the employee at its own expenses in case if any of the recruited Nepali workers happens to loss his/her life during his/her stay in  |  |  |  |  |
| 10.  | This agreement takes effect upon signing thereof by both the parties concerned.   |  |  |  |  |

SECOND PARTY.

signature of authorized person

Seal of the Company

Name:

And

FIRST PARTY

Seal of the Company

signature of authorized person

Name:

And

**Inter party Recruitment Agreement** 

Date: .....

# SAMPLE EMPLOYMENT CONTRACT

| 1.  | Name of the Employee:             |                                  |                  |   |                               |  |  |  |
|---|-----------------------------------|----------------------------------|------------------|---|-------------------------------|--|--|--|
| 2.  | Profession & Position:            |                                  |                  |   |                               |  |  |  |
| 3.  | Passport No:                      |                                  |                  |   |                               |  |  |  |
| 4.  | Nationality: Nepali               |                                  |                  |   |                               |  |  |  |
| 5.  | Individual Visa No(Copy Attached) |                                  |                  |   |                               |  |  |  |
| 6.  | Visa Issue Date:                  |                                  |                  |   |                               |  |  |  |
| 7.  | Benefits/terms & conditions:      |                                  |                  |   |                               |  |  |  |
|   | I.                                | Contract Period                  |                  | : | 2 years (Minimum & Renewable) |  |  |  |
|   | II.                               | Probation Period                 |                  |   | months                        |  |  |  |
|   | III.                              | Food                             |                  | : | Provided by company / cash    |  |  |  |
|   | IV.                               | Accommodation                    |                  | : | Provided by company / cash    |  |  |  |
|   | V.                                | Air Tickets (Joining and Return) |                  | : | Provided by company           |  |  |  |
|   | VI.                               | Visa, Medical Test, ID Cost      |                  | : | Provided by company           |  |  |  |
|   | VII.                              | Working hours and days           |                  | : | 8 hours/day and 5 days/week   |  |  |  |
|   | VIII.                             | Annual leave (Paid)              |                  | : | 30 days                       |  |  |  |
|   | IX.                               | Medical and Insurance            |                  | : | Provided by company           |  |  |  |
|   | X.                                | Worker's Compensation Insura     | nce              | : | Provided by company           |  |  |  |
|   | XI.                               | Local Transportation Facility    |                  | : | Provided by company           |  |  |  |
|   | XII.                              | Service/Agency/Broker Fee        |                  | : | Provided by company           |  |  |  |
|   | XIII.                             | Right to retain employee's Pass  | sport            | : | Employee                      |  |  |  |
| Other terms and conditions will be as per prevailing laws of (Name of the Country)  Accepting parties  Second Party (Employee)  First Party (Company) |                                   |                                  |                  |   |                               |  |  |  |
|   |                                   |                                  |                  |   |                               |  |  |  |
| Signate   | ure:                              |                                  | _                |   |                               |  |  |  |
| Name:   | ·                                 |                                  |                  |   | company                       |  |  |  |
| Date:   |                                   |                                  |                  |   | seal                          |  |  |  |
| Δddre   | cc in Ne                          | nal and Contact No:              | Name of Company: |   |                               |  |  |  |
| Address in Nepal and Contact No:  |                                   |                                  | Date:            |   |                               |  |  |  |