

Checklist
&
Order of Documents to be Presented to the Embassy
of Nepal, BANGKOK for Attestation

1. Notification letter to the Embassy of Nepal, BKK
2. KDN Approval/ Calling Visa/ Extension Approvals
3. English Translation of Originals of No. 2
4. Demand Letter
5. Employment Contract
6. Power of Attorney
7. Affidavit/ Sworn Statement of Service
8. Agency Agreements
9. Notification letter to the Embassy of Malaysia in Kathmandu
10. Letter of Undertaking to the Department of Labour, Nepal
11. Authorisation Letter from Company for signing the document and NRIC Photostat of Director/ Signatory.
12. Company's Memorandum & Articles of Association [FoTHB 49 – Register of Company Directors or FoTHB 24 – Return of Allotment of Shares or FoTHB 9 – Company Registration Certificate (SSM)]
13. Company's Profile and Brochures
14. Photographs of Working Area, Canteen, Hostel, etc
15. Other Relevant Information

16. Additional Document for Outsourcing Companies

LIST OF DOCUMENTS FOR ATTESTATION IN DETAIL

Documents that need to be submitted:

(One Set of Original Documents)

(One Duplicate Set of Documents)

(The original approval letter of KDN for the intake of workers and the English translated copy duly attested / certified at Foreign Ministry Consular Division, Wisma Putra)

Furnish details of regulations and / or provisions as and where required in the documents:

1. Letter addressed to :
Nepal Embassy , Thailand
189 Soi 71, Sukumvit Road.
Prakanong, 10110. Bangkok. Thailand .

Basic Minimum Wages/Salary:

For General Workers (Manufacturing, Services and FaTHB Workers)

Basic Minimum Daily wages THB546.00
(THB21.00 X 26 days X 8 hours)

Monthly Overtime (According to Malaysian Labour Laws)

Minimum Monthly Wages (Including Overtime) THB746.00

For Private Security Guards

Basic Monthly Salary 26 day X 8 hours THB 950.00

Monthly Overtime (According to Malaysian Labour Laws)

Minimum Monthly Wages (Including Overtime) THB1400.00

While forwarding the documents, furnish the total number of workers in the company, including the No. of Nepalese workers working in the company, if any.

2. Photostat of KDN approval letter and original copy endorsed by Consular Division of the Ministry of Foreign Affairs Malaysia and a certified true copy.
3. Translation of the KDN approval letter in English (by Dewan Bahasa dan Pustaka / Court interpreter or translator) to be endorsed by the Consular Division of the Ministry of Foreign Affairs Malaysia and together with a certified true copy.
4. Demand Letter
5. Employment Contract
6. Power of Attorney

7. Affidavit / Sworn Statement of Service
8. Agency Agreements
9. Notification letter addressed to:
 - Embassy of Malaysia
 - Consular Division
 - 2nd Floor, Block 'B'
 - KaTHBachari Sanchaya Kosh Bhawan
 - PO Box 24372, Pulchowk, Lalitpur
 - Nepal.
10. Letter of undertaking to the Department of Labour, Kathmandu confiTHBing salary, allowances and overtime payments as stated in the Demand Letter and Contract are true and company management agrees to adhere to these teTHBs and conditions.
11. Authorisation letter from company for signing the documents by employed staff and submit photocopy of NRIC / Passport and authorisation for person submitting the documents. Should any company personal other than those listed in FoTHB 49 are assigned to sign the documents, then they must be given the consent letter from the company director to sign all the documents.
12. Company's Memorandum & Articles of Association
[FoTHB 49 - Register of Company Directors,
FoTHB 24 - Return of Allotment of Shares,
FoTHB 9 - Company Registration Certificate (SSM)]
13. Company profile and brochure
14. Photograph of working area, canteen, hostel, etc.
15. (a) Collection of Attestation Documents: By Company Director or Representative with Authorisation Letter.
(b) Original KDN approval Letter to be presented on submission of documents for attestation.
16. For Outsourcing Companies, following additional documents are required:
 - 1) *Certified copy of KDN Approval*
 - 2) *Original copy of KDN Approval*
 - 3) *Certified copy of Security Bond*
 - 4) *Certified copy of Service Agreement between Outsourcing Company and Principal Company.*
 - 5) *Letter of Undertaking (as per the foTHBat)*
 - 6) *Company Profile of both Outsourcing and Principal Companies.*
 - 7) *Hostel and Transportation Facilities*

Your Ref:

Our Ref:

Date:

Embassy of Nepal
Suite 13A.01, Level 13A
Wisma MCA, No.163 Jalan Ampang
50450 Kuala Lumpur

Dear Sir,

We have appointed _____ holding recruiting license no. _____ ,
address _____, 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.

(Furnish details of total workforce and Nepalese workers existing in Company and state
the nature of business of the company)

Yours sincerely,

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:

PHOTOSTAT COPY OF KDN APPROVAL LETTER
ENDORSED BY CONSULAR DIVISION
OF MINISTRY OF FOREIGN AFFAIRS, MALAYSIA

CERTIFIED TRUE COPY OF TRANSLATION OF THE
KDN APPROVAL LETTER IN ENGLISH
(BY DEWAN BAHASA DAN PUSTAKA /
COURT INTERPRETER /TRANSLATOR)

Date:
 To,
 NAME & ADDRESS OF NEPAL AGENT
 Recruiting Licence no _____
 Dept.of Industry Lic. No. _____

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 teTHBs and conditions are as follows:

1. **Number of workers** : (in numerical and words)
2. **Job category** :
3. **Job Description** :
4. **Age** : (18 – 35 yrs.)
5. **Contract Period** : 3 years
6. **Salary**

Basic monthly salary:	THB/day/26days	= THB
Allowance:		
a) Attendance:		= THB
b) Food :		= THB
c) Transport :		= THB
d) Shift :		= THB
e) Overtime (as per government rule)		= THB
Total		= _____
6. **Working days** : Monday to Saturday (furnish details)
7. **Working hours** : 8 hours per day 48 hours per week
8. **Overtime** : in accordance with Malaysian Labour Law:- i.e.
 on noTHBal days: salary x 1.5
 on Sundays / rest days :salary x 2.0
 on Public Holidays: salary x 3.0
9. **Workmen Compensation** : in accordance with Malaysian Labour Law:- the
 foreign workers are covered by the Foreign
 Workers Compensation Scheme.
10. **Accommodation** : The employer provides free accommodation to the
 workers with free water and electricity
11. **Transportation** : Shall be provided by employer

12. Government Levy and Immigration:

The employer shall advance to the employee a sum of THB 1,200.00 as payment to levy. This amount shall be deducted from the employee's salary by twelve (12) equal instalments.

13. 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

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 is 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

14. Employee's provident fund : (company to specify)

15. Air Ticket : Single journey would be provided upon completion of the Employment contract

16. Yearly Medical:

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

17. 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.

18. Termination of service

- (i) That if the Employee breaches any of the restrictions in Clause 17 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 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.

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

Thank you

Your faithfully,

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:

Your Ref:

Our Ref:

Date:

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into on this day _____ month of _____ 200__ by and between _____

(Herein after called the EMPLOYER) represented by the contract by (Nepal Agent: Name) 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 teTHBs and conditions:-

Basic teTHBs of contract:-

1. **Employee's job title or position :**
2. **Job Description:**
3. **Basic Monthly Salary:** THB/day/26days = THB
 - Allowance:**
 - a) **Attendance:** = THB
 - b) **Food :** = THB
 - c) **Transport :** = THB
 - d) **Shift :** = THB
 - e) **Overtime (as per government rule)** = THB

Total = _____

4. **Duration of contract:** 3 Years.
5. **Travelling expenses:**
The travelling expenses from Kathmandu, Nepal to Kuala Lumpur International Airport shall be borne by the Employee and the expenses of the air passage from Kuala Lumpur International Airport to Kathmandu, Nepal shall be borne by the Employer upon completion of working contract.
6. **Accommodation:**
The employer provides free accommodation to the workers with free water and electricity
7. **Food:** (specify)
8. **Working days and working hours:** 8 hrs/p/day and 6 days per week.
9. **Overtime:**
According to Malaysian Labour Law as follows:-
 - on noTHBal days: salary x 1.5
 - on Sundays / rest days :salary x 2.0
 - on Public Holidays: salary x 3.0

10. 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 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-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
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

11. Medical treatment:

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

12. Yearly Medical:

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

13. Insurance

Foreign Workers Compensation Scheme Policy provided by Employer.

14. 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.

13. Government Levy:

The employer shall advance to the employee a sum of THB 1,200.00 as payment to levy. This amount shall be deducted from the employee's salary through 12 months instalment.

- 14. Age:**
(18 – 35 yrs.)
- 15. Employees Provident Fund:** (company to specify)
EFP in accordance with the laws of Malaysia will be deducted from workers salary directly on a monthly basis. (irrelevant now)
- 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 17 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 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.
- 18. 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.
- 19. 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 _____ date of _____ 200 at Kathmandu, Nepal.

Employer's Authorised Signature

Name:
Designation:
NRIC No:
Company Chop:

Witness by:
Name:
Designation:
Date:

Signature of employee

Name:
Passport No:

Witness by:
Name:
Designation:
Date:

Your Ref:

Our Ref:

Date:

RE: POWER OF ATTORNEY

We, Messrs _____

Address: _____

Do hereby appoint _____ of Nepal, Overseas Employment Agency Licensed by Government of Nepal, Ministry of Labour 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, 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 _____

Employer's Authorised Signature

Attested in the country of employment by:

5. Name:

6. Designation:

Embassy of Nepal in Kuala Lumpur

7. NRIC No.:

8. Company's Chop:

AFFIDAVIT / SWORN STATEMENT

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

1. I would pay levy of the workers to the Immigration Department in advance and deduct the same from the salaries of the workers by twelve (12) equal instalments.
2. I will not engage any agent to renew the passport / work peTHBits 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 teTHBinated 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 peTHBit 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 Employment Act of Malaysia.
7. I will accede to the request of Embassy official to visit the work places and workers hostel with prior infoTHBation 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 teTHBinated on health reasons, he will be repatriated at the expense of the employer and if the employee is teTHBinated 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 organisation.
10. I will ensure security of the workers in their workplace and in the hostel.
11. If any workers dies in harness, I will arrange repatriation and will pay compensation as laid down in Foreign Workers Compensation Scheme.
12. I hereby agree and undertake to abide by the teTHBs and conditions stipulated in the Attestation Documents.

I am fully aware and understand the teTHBs and conditions in the Attestation Documents and I will not under any circumstances whatsoever alter or amend the teTHBs 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 teTHBs 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.

Employer's Authorised Signature

Attested in the country of employment by:

5. Name:

6. Designation:

Embassy of Nepal in Kuala Lumpur

7. NRIC No.:

8. Company's Chop:

Agency Agreement

Date;.....

This agreement is made between.....(hereafter called the first party) and.....
.....(hereafter called the second party) under the following teTHBs 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 medical report, photo (4 copies) and the passport photocopy to the first party within maximum of 7 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 following workers to the first party as per conditions of the **Demand Letter dated**.....only.
4. The first party will pay the Levy in advance to the Immigration Department, which is deductible from workers’ monthly salary, by twelve (12) equal instalments. Air ticket from Kathmandu to Kuala Lumpur (KLIA) and other expenses will be paid by the second party.
5. The second party will send the workers to the first party as accordance to the above mentioned teTHBs.
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. All the other teTHBs and conditions between the two parties are as per the Malaysian Labour Laws in force.

The First Party,

The Second Party,

Employer’s Authorised Signature

Signature:

Name:

Name:

Designation:

Designation:

NRIC No.:

Company’s Seal:

Company’s Seal

Your Ref:

Our Ref:

Date:

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

Respected sir,

We have appointed _____ holding recruiting license no. _____ 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 requested you to kindly endorse the visas at the request of our aforesaid agent on our behalf.

Yours sincerely,

Employer's Authorised Signature

Attested in the country of employment by:

1. Name:

2. Designation:

3. NRIC No.:

4. Company's Chop:

Embassy of Nepal in Kuala Lumpur

Date:

Director General
Department of Labour & Employment Promotion
Ministry of Labour
His Majesty's Government of Nepal
Kathmandu,
Nepal

Dear sir,

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.

Thank you.

Yours Sincerely,

Employer's Authorised Signature

Attested in the country of employment by:

5. Name:

6. Designation:

7. NRIC No.:

8. Company's Chop:

Embassy of Nepal in Kuala Lumpur

A sample authorization letter

We authorize the bearer of this letter Mr. Omar Abdullah NRIC No.451122-10-5015 as our Company's Labour Consultant to act on behalf of the company in all matters pertaining to the recruitment of workers.

Sd.

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:

Company's Memorandum & Articles of Association
[FoTHB 49 - Register of Company Directors or
FoTHB 24 - Return of Allotment of Shares or
FoTHB 9 - Company Registration Certificate
(SSM)]

COMPANY'S PROFILE AND BROCHURE

PHOTOGRAPH OF WORKING AREA, CANTEEN,
HOSTEL, ETC.

OTHER RELEVANT INFORMATION

Embassy of Nepal
Suite 13A.01, Level 13A
Wisma MCA, 163 Jalan Ampang
50450 Kuala Lumpur.

Dear sir,

LETTER OF UNDERTAKING

I do hereby undertake to recruit following Nepalese workers to work under our outsourcing license No. dated

Source Country	Nepal
Total No. of Workers (Male/Female)
Name of Nepal Agent	
Age	18 to 35 years
Employment Contract	Three (3) years
Minimum Basic Wages/Salary	THB546 per month (THB21.00 / 8 hrs per day X 26 days)
Overtime Rates	NoTHBal Days: Salary X 1.5 Sunday: Salary X 2 Public Holiday: Salary X 3
Minimum Guaranteed Salary	THB 750.00
NoTHBal Working Hours	8 hours/ day
NoTHBal 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, THB750 per person (by the employer)

Levy:

The employer is entitled to deduct THB100 per month from the salary of the workers for levy over 12 installments. PLKS, Visa and processing fee is subsidized by the employer.

Job Guarantee

We guarantee that the workers will be employed with the principal company for the whole contract period. Due to unforeseen reason, if the principal company is unable to provide jobs to the workers, the company still pays the workers a minimum salary of THB546.00 per month.

Thank you.

Your faithfully,

..... Sdn. Bhd.

.....

Director

NRIC No.:

Company's Chop