

APPLICATION FOR GUARANTEE AND UNDERTAKING

H.E. Ambassador,
Embassy of Nepal
Kuwait, Kuwait

I the (Designation) of the (Company registration card attached herewith), authorized legally to decide and sign this undertaking hereby declare the following:

1. The attached Demand letter, power of Attorney, agency Agreement, Employment Contract and all other documents submitted herewith are the part of this undertaking.
2. Embassy of Nepal shall be informed of the arrival of the employees within three months of their profession, salary, status of residence permit.
3. Embassy of Nepal and its officials can have the access to the accommodation of the employees and office for the purpose of inspection.
4. The salary of the employees shall be given within two weeks of the completion of the every working month. The employees shall not be deprived of basic salary in case of failure to provide them employment by the employer even for a short period.
5. All the Employees shall be provided with time-card for calculation of overtime allowance.
6. The employees once recruited directly by the company or 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 only prior to selection and recruitment.
7. The photocopy of the employment contract issued by the company and certified with original sign and stamp with authorized recruiting agent at the time of departure from Nepal will be considered as legally valid contract for the purpose of clause no.6 mentioned above and no contract shall be made with less salary and benefits after arrival.
8. Fees / cost of residence permit; Employer shall also bear the fitness, if any, because of the delay in the processing of above cases.
9. The employees shall be repatriated within one month after the completion of the contract with all his rights except in cases mutually agreed to stay longer.
10. Employer shall be fully responsible for the salary and other facilities of employees even if they are supplied to other employers.
11. In case of any misunderstanding/dispute between employer and the employees/s, Embassy of Nepal shall be contacted first for the amicable settlement of the grievances.
12. All other terms and conditions not mentioned herein shall be subject to the legal provisions of the State of Qatar.

Signature of Employer:

Full Name:

Title of Post:

ID NO:

Date:

TEL:

Kuwait

Demand Letter

Date:

M/s Galaxy Universal Service (P) Ltd.
(License No. 071/052/053)
Post Box #: 7061
Kathmandu, Nepal

Dear Sirs,

With reference to our Power of Attorney executed by us in your favors, we request you to select and recruit the following workers for our company as per the following terms and conditions:

S. No.	Profession	Required No	Gender	Monthly Salary (QAR)	Food (QAR)
1
2

Total Number of Workers.....(.....Only)

Other Terms and Conditions of Services:

- | | | |
|-----|--|---|
| 1. | Contract Period | 2 yrs |
| 2. | Duty hour | 8 hrs a day |
| 3. | Working Days | 6 days |
| 4. | Overtime Benefits | as per Company Rule |
| 5. | Transportation | Free |
| 6. | Air Ticket (Round Trip) | Free |
| 7. | Visa Charge | Free |
| 8. | Service Charge | Borne by the employee |
| 9. | Accommodation | Free |
| 10. | Medical & Life Insurance | Free |
| 11. | Probation Period | Three Months |
| 12. | Leave | 30 days paid leave after completion of 2 years contract |
| 13. | Compensation & Repatriation of dead body | as per Kuwait Labour Law |
| 14. | All other T & C (If any) | as per Kuwait Labour Law |
| 15. | | |

Yours truly,

.....

Authorized Person name with designation and signature

Company name with company seal

Date:

Power of Attorney

Known by all those present that, we, M/s P.O. Box: Kuwait; a company duly organized and existing under and by virtue of the laws of Qatar with License No.....do hereby appoint M/s Galaxy Universal Service (P) Ltd., Post Box #7061, Kathmandu, Nepal; a recruitment agency approved by the Government of Nepal Ministry of Labor and Transport, with License No. 071/052/053 to select and recruit the workers on behalf of our company from Nepal to be the true representative for it and in its name, place and to do and perform the following acts and things namely:

1. To act as the company's representative and agent to represent the company before any public or private agent in the country of Nepal pertaining to recruitment function.
2. To act the company's representative and agent to represent us in the hiring of our company's personnel and/or employees in Nepal for employment in the country of Kuwait
3. To assume sole liability that may arise in connection with workers recruitment and other terms and conditions of the appointment as defined and spelled out in the recruitment letter of Agreement in between.

Yours truly,

.....

Authorized Person name with designation and signature

Company name with company seal

Agency Agreement

Date:

This agreement made and entered into by and between M/S duly registered under the laws of Doha Qatar, with business address at P.O.Box: Kuwait and represented by MR. in his capacity asherein after referred to as the FIRST PARTY.

AND

M/S GALAXY UNIVERSAL SERVICE (P) LTD. duly registered to deploy Manpower from Nepal and existing under the laws of Nepal, with business address at Siphah Height , Kathmandu, Nepal as the SECOND PARTY.

That the employer hereby agrees to appoint M/s Galaxy Universal Services (P) Ltd., registered under Government of Nepal for recruitment of Nepalese workers.

1. That the recruitment agent shall send the required personnel at the earliest possible and strictly according to merits, qualification and experience as required by the employer.
2. That the Employer shall ensure the profession, salary and all other benefits will be as per the Demand Letter, Employment Contract and all other terms and conditions as per related documents provided for the recruitment of Nepalese workers.
3. That the agent must ensure that each candidate should be medically fit for the job and holds a valid passport.
4. That the employer shall provide the round trip (going and coming) tickets for the candidates but the recruiting agents are allowed to collect their service charge from the workers as per the labour law of the Nepal Government.
5. That in case of any dispute between the two parties, it shall be settled mutually and amicably.

.....

Authorized Person name with designation and signature
Company name with company seal

.....

Galaxy Universal Service(P) Ltd.

Date.....

Employment Contract/Service Agreement

This agreement is made in between M/s at Post Box No. Doha, Qatar; the employer (First party) and Mr....., Passport No..... Nepali national, the employee (Second party). The First party agrees to employ the Second party in this company for the post of.....on the following terms and conditions:

- | | |
|--|----------------------------|
| 1. Job Title / Position | : |
| 2. Duties & Responsibilities | : |
| 3. Basic Monthly Salary | : |
| 4. Probation Period | : 3 Months |
| 5. Duration of Contract | :2 years |
| 6. Criteria & Penalties for violation of the contract | : As per Kuwait labour law |
| 7. Settlement procedure in case of dispute between Employer and Employee | : As per Kuwait labour law |
| 8. Air passage (Round Trip Ticket) | : Free |
| 9. Airport Clearance & Internal Transportation | : Free (Borne by Sponsor) |
| 10. Accommodation/Supply of Electricity and Water | : Free |
| 11. Visa Charge | : Free |
| 12. Service Charge | : Borne by the employee |
| 13. Food | : |
| 14. Working Hours | : 8 hrs |
| 15. Working Days | : 6 days a week |
| 16. Overtime | : As per company rule |
| 17. Age | : No Restriction |
| 18. Annual Leave, Sick Leave, Public Holiday | : As per company rule |
| 19. Increment criteria (If any) | : As per company rule |
| 20. Medical Facilities | : Free |
| 21. Compensation for injury sustained and loss of bodily parts | : As per Kuwait labour law |
| 22. Insurance Policy | : As per company rule |
| 23. Death Compensation & Repatriation of dead body with belongings | : As per Kuwait labour law |
| 24. Employee's Provident Fund | : As per Kuwait labour law |
| 25. Restriction | : As per Kuwait labour law |
| 26. Termination of Service & Repatriation of terminated Employees | : As per Kuwait labour law |

Any other terms and conditions not mentioned in this agreement will be governed by the labour laws of the employment country.

.....
Authorized Person name with designation and signature
Company name with company seal

.....
Signature of the employee

Date:

Guarantee Letter

To,

The Director General
Department of foreign Employment
Tinkune, Kathmandu
Nepal

We, M/s P.O. Box # hereby guarantees that the workers as per our Demand Letter of Workers executed in favors of M/s Galaxy Universal Service (P) Ltd. , Post Box #7061, Kathmandu, Nepal, will work in our organization at Doha, Qatar only throughout the contract period.

Hence, we give surety of continuation of the Nepalese worker with us during the contract period and will not be transferred to another establishment or any third country without the approval of the competent Nepal Government authorities.

.....

Authorized Person name with designation and signature

Company name with company seal