

Date:09/04/2023

M/s. VICTORY NEPAL PVT.LTD.

License No: 911/067/68

Maharajgunj, Kathmandu, Nepal

DEMAND LETTER

Dear Sir/Madam,

We request you to select and recruit the following suitable personnel for our company from Nepal as per the details given below:

No.	Category	No. of workers	Salary Monthly (Dhs)
1			
2			

The following Terms & conditions shall be included in the contract.

1. Period of employment : Two years (renewable)
2. Place of Employment : UAE--.....
3. Air Ticket : Free-joining ticket and free return ticket provided after the completion of two years contract. (Paid Leave provided by company every year)
4. Working Hours : 8 hrs. per day, 6 days per week (48 hrs. per week)
5. Over time : As per UAE Labor Law.
6. Probation Period :90 days from date of joining
7. Visa & Resident permit : Visa & Resident permit will be provided by the company Free of cost.
8. Accommodation : Provided by the Company
9. Water, electricity & gas : Provided by the company
10. Food Allowance : Provided by the company
11. Medical / Insurance : Provided by the company
12. Transportation (Bus) : Provided by the company (to and from the work site)
13. Uniform, and safety, Materials : Provided by the company
14. Service Gratuity and Leave pay : Provided by the company as per UAE Labor Law.
15. Service Charge : Provided by the company.
16. Other Term & Conditions : As per UAE Labor Law.

Name:

Designation:

Date: 09/04/2023

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Thatwith postal address at PO BOX...., PLOT NO., UAE a company duly organized and existing under and by virtue of the laws of UAE with License No.....do hereby appoint

M/S. Victory Nepal Pvt. Ltd Kathmandu, Nepal, a recruitment agency approved by the Ministry of Labor and Transport Management Department of Foreign Employmentof the Government of Nepal, vide License No. **911/067/68** to be our true lawful attorney and agent in Nepal respect of handling all the affairs with the protector of Emigrants, Government of Nepal 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 **09/04/2023**and expire on **08/04/2025**

In Witness whereof, we have executed this power of attorney on this day **09/04/2023**in the presence of the subscribing witnesses.

For and on behalf of

Name:

Designation:

09/04/2023

To,
Honorable Ambassador
Nepal Embassy,
, UAE

Sub: Guarantee letter for Nepalese Worker

Dear Sir/Madam,

We, **PO. BOX**....., **PLOT NO**,,
UAE hereby guarantee that all Nepalese Workers recruited through our agent **M/S VICTORY NEPAL PVT.LTD**, License No. 911/067/68 Post box No..... Kathmandu Nepal as per Demand Letter Date 09.04.2023 Ref No., will be working in our company in, UAE 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 paid of contract.

Thank you for your kind co-operation.

Name:

Designation:

Date: 09/04/2023

Inter party Recruitment Agreement

This agreement made and entered into by and between M/s. duly registered under the laws of UAE, with business address at **PO BOX..., PLOT NO,**, UAE and represented by MR. in her capacity as herein after referred to as the FIRST PARTY.

AND

M/s. Victory Nepal Pvt. Ltd A Company duly registered to deploy manpower from Nepal and existing under the Laws of Nepal, with business address at **Maharajgunj Kathmandu, Nepal** and represented by **Mr. RAJENDRA ADHIKARI (RAJU)** in his capacity as **Chairman** herein after referred to as the SECOND PARTY.

TERMS & CONDITIONS.

1. That the SECOND PARTY will make all the arrangement to supply manpower from Nepal, as per the request and specification of FIRST PARTY.
2. FIRST PARTY will recruit workers from Nepal through SECOND PARTY for his company.
3. 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 for the selected workers.
4. SECOND PARTY will be completely responsible to bring selected manpower from Nepal to UAE 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 his/her home country and make replacement free of charges.
5. FIRST PARTY shall make arrangements for the visa for all the selected workers.
6. FIRST PARTY will provide free accommodation & transportation for the selected workers here in UAE as per the prevailing Labor Law of the state of UAE & 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 State of UAE.
8. FIRST PARTY will make all the arrangements to receive all the selected workers within 25 days of issuing them the entry visa to UAE.
9. This agreement takes effect upon signing thereof by both the parties concerned.

FIRST PARTY

Name:
(.....)

SECOND PARTY.

Name: Rajendra Adhikari (Raju)
Chairman

signature of an authorized person

Date: 09/04/2023

EMPLOYMENT CONTRACT

This agreement is made and entered into between(First Party)

Mr.....And Passport No:Nationality **Nepali** in his capacity as the Second Party agreed to work with the First Party.

The two parties agreed on the following:

The second Party agrees to work for the First Party in the occupation of.....in the State of UAE with a monthly basic salary of Dhs+ **FOOD/-**

1. DURATION OF CONTRACT

- A. The duration of this contract is **two** Years commencing from the date of departure from the point of origin. The first six months will be considered a probation period during which the First Party has the right to terminate the contract by giving the Second Party three days prior notice. The first party shall bear repatriation expenses of the Second Party. If the probationary period is satisfactorily completed, the contract shall be in force for its unexpired term.
- B. The contract expires at its expiry date without further notification. However, if the First Party wishes to continue contracting, he should notify the Second Party in writing about his desire for renewal (30)thirty days at least before the expiry date of the contract period.
- C. The contract may not be cancelled before its termination without the consent of the two parties and the Second Party will have to pay before he finally leaves work all his debts payable to the First Party.

2. TRAVEL EXPENSES

- A. The First Party shall bear the travel expenses of the Second Party from the city of NEPAL to the work place in the State of UAE, as well as the costs of the return passage. The First Party shall also bear the round-trip travel costs of the Second Party on the leave periods as provided in the employment contract. These expenses shall not cover costs of acquiring a passport or payments against any guarantees.
- B. The First Party shall be exempted from payment of return expenses of the worker in the following two cases:
 - In case of resignation before the expiry date of the contract.
 - In the event, he commits a breach resulting in his dismissal without notice and without a service gratuity in accordance with the provision of the UAE Labor Law.

3. ADVANCES

- A. The First Party shall pay to the person of the second party, Dhs.... as an advance at the time of joining and to be deducted from the dues of the Second Party.
- B. The deduction shall take effect from the salary of the month following the start of the work of the Second Party.
- C. The preceding two terms are applicable to loans paid to the Second Party in UAE Currency.

4. SALARY AND GRATUITY

- A. For daily and monthly workers: The basic pay is Dhs.....per month against the basic hours of work per day 8 hours (48 hours per week) and the Second Party shall be entitled a paid weekly rest-day every week. He shall also receive cash payments against overtime worked in accordance with the provisions of the UAE Labour Law.
- B. For workers of production or piece work or task work: the basic pay is Dhs/Dhs...../-against a daily performance rate according to the trade or occupation as follows:
- C. Additional pay shall be paid against the volume of work accomplished by the Second Party over the daily performance rate as follows.....
- D. In the event of absence of any production work the wage of the Second Party shall be Dhs/Dhs -----
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- E. The First Party hereby undertakes to enter the overtime as provided for in Para (a) or the quantity of work completed per day according to Para (b) in a special card to be delivered at the end of the working day to the First Party for registration.

5. END OF SERVICE GRATUITY

The Employee will be entitled to End of Service Gratuity after the successful completion of one year as per UAE labour law (*Three weeks' leave pay per year up to five years and four weeks' leave pay per year for more than five years; and including three weeks' wages per year up to five years and four weeks' wages per year for more than five years*).

6. ACCOMMODATION AND DAILY LIVING:

- A. The First Party undertakes to provide a free and appropriate bachelor accommodation for the use of the Second Party to be equipped with beds & suitable bathrooms including Air conditioning in accordance with the appropriate sanitary & health conditions.
- B. The First Party undertakes to supply the Second Party with cold fresh drinking water and **food**.

7. TRANSPORTATION

The First Party shall provide the Second Party a free transport from his accommodation to the work place and back.

8. MEDICAL & SOCIAL CARE

- A. The First party shall provide the Second Party with the required medical treatment in accordance with the rules and regulations in force in the State of UAE.
- B. The First Party undertakes that the Second Party will receive his payable indemnity for labour injuries, disability or death during work or arising there from according to UAE Laws in this regard.

9. LEAVES:

- A. The Second Party is entitled for a normal yearly paid leave not less than three weeks.
- B. The Second Party shall receive full pay during the following official holidays:
 - Eid Al-Fitre(Two Working Days)
 - Eid Al-Adha (Three working days)
 - National day (One working day)
- C. The second party is also entitled for three workings days leave with full pay during the year. These days are decided by the First Party for all workers.
- D. The Second Party is entitled for sick leave with pay after three months of continuous service with the First Party in accordance with the UAE Labour Law.

10. Resident Permit:

Resident permit will be provided by the First Party free of the cost.

11. General Provisions:

- A. The Second Party undertakes to perform his/her duties in accordance with the average rates of daily performance known in his occupation. In the event the Second Party failed to do so, he/she shall be subject to the table of penalties in this respect,
- B. The Second Party is not permitted, during the contract period, to work for others, and the First Party shall not have the right to engage the Second Party in any work with other employer unless in cases permissible by UAE Laws;
- C. The Second Party shall undertake to refrain from interfering or involving himself/herself in any political or religious affairs and he/she should observe and respect the local customs and traditions;
- D. The Provisions of this contract agreement are governed by the rules set upon by the UAE Labour Low No. 14 of the year 2004 and its executive decisions, and as such they constitute the basis to resort to in the event of any dispute arising between the two parties unless the conditions of contract include more favorable advantages to the Second Party.
- E. This contract shall come into force after ratification of competent authorities in the two countries.
- F. This contract is made and issued in three original copies. One copy shall be kept by the employer and one copy shall be given to the worker, the third Copy shall be filed at the Ministry of Labour.

First Party – EmployerSecond Party - Employee

NAME :

DESIGNATION:

NAME :

DESIGNATION: