

M/s Nassar Overseas (P) Ltd.

License No: 1064/073/074

Regd No: 86831/068/069

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 (digit)	Salary (in words)	Air Ticket for joining the company and returning home after completion of contract period
01.	-----	-----	-----	-----	provided by the company
02.	-----	-----	-----	-----	
03.	-----	-----	-----	-----	

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

1. Period of employment : Two years (renewable)
2. Place of Employment :Qatar
3. Air Ticket : For Joining the Company for the first time (KTM-DOHA) and then Up & down air ticket will provided after the completion of two years contract.
4. Working Hour : 8 hrs per day, 6 days per week (48 hrs per week)
5. Over time : As per Qatar Labour Law.
6. Probation Period : 90 days from date of entry into Qatar
7. Visa & Resident permit : Visa & Resident permit will be provided by the company free of cost.
8. Accommodation : Free bachelor accommodation should be Provided by the company
9. Water, electricity & gas : Provided by the company
10. Food : 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 Qatar Labour Law.
15. Service Charge : Provided by the company.
16. Other Term & Conditions : A per Qatar Labour Law.

Name.....

General Manager/ Managing Director

Date.....

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That we,with postal address at post. Box. No..... Doha, Qatar a company duly organized and existing under and by virtue of the laws of Qatar with License No..... do hereby appoint **M/S NASSAR OVERSEAS PVT. LTD** Kathmandu, Nepal, a recruitment agency approved by the **concerned authority** of the Government of Nepal, vide Registration No **86831/068/069** 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.....
Reference No.....and expire on.....(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
Tahchal, Kathmandu
Nepal

Subject : Letter of Guarantee

Dear Sir,

We,P.O.Box:, Doha-Qatar hereby guarantee that all Nepalese workers recruited through our agent **M/S NASSAR OVERSEAS PVT. LTD. (License No: 1064/073/074), Post. Box No: 9440**, Kathmandu, Nepal will be working in our company in Doha, Qatar 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.

Mr.....
General Manager
Company.....

Date:

Inter party Recruitment Agreement

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:, Doha Qatar and represented by **Mr.** in his capacity as herein after referred to as the FIRST PARTY.

AND

M/s. NASSAR OVERSEAS PVT. LTD. (License No: 1064/073/074), A Company duly registered to deploy manpower from Nepal and existing under the Laws of Nepal, with business address at **Battisputali-9, Kathmandu, Nepal**, and represented by **Mr. Arun Kumar Mahato** in his capacity as **Managing Director** 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 Doha-Qatar 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 to make visa for all the selected workers.
6. FIRST PARTY will provide free accommodation & transportation for the selected workers here in Doha as per the prevailing Labour Law of the state of Qatar& 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 Qatar.
8. FIRST PARTY will make all the arrangements to receive all the selected workers within 25 days of issuing them he entry visa to Qatar.
9. This agreement takes effect upon signing thereof by both the parties concerned.

FIRST PARTY

Name:

Seal of the Company

And

signature of authorized person

SECOND PARTY.

Name: **Arun Kumar Mahato**

Designation: **Managing Director**

Signature :

EMPLOYMENT CONTRACT

Onthe 00/00/0000

This agreement between

Mr.:.....

Capacity:.....

Address:

Living in Doha Qatar

Street Name

Building No.

Area name:

Electricity No:

(First Party)

With

Mr.

Passport No.....

Visa No.....

Capacity:

Address in Nepal.....

Road Name.....

Area No.....

(Second Party)

The two parties agreed on the following:

The second Party agrees to work for the First Party in the occupation of (A).....(B).....in the State of Qatar with a monthly basic salary of QR (A).....(B).....

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 three 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

عقد عمل

أنهفيوم.....الموافق 0000/00/00م

تمالاتفاقبينكلامن

.....السادة/

ويمثلها/الكفيل

وعنوانه: كطرف اول

و

.....السيد /

.....حامل جواز سفر:

.....وتأشيرة رقم:

.....والمقيم بالعنوان التالي:

.....اسم الشارع:

.....رقم السكن:

.....اسم المنطقة:

.....رقم الكهرباء:

كمستخدم أو طرف ثاني

أتفق الطرفان علي مايلي:

وافق الطرف الثاني علي ان يعمل لدي الطرف الاول بمهنة :

.....وراتب شهري أساسي ريال قطري.

1. مدة العقد

أ) مدة العقد سنتين من تاريخ مباشرة الطرف الثاني لعمله في دولة قطر وتعتبر الأشهر الثلاثة الاولى فترة اختبار يجوز للطرف الأول خلالها انهاء العقد بإخطار الطرف الثاني بذلك قبل ثلاثة أيام من تاريخ الانتهاء، ويتحمل الطرف الأول تكاليف إعادته إلي بلده، فإذا اجتاز العامل فترة الاختبار بنجاح اعتبر العقد ساريا للمدة المتبقية منه.

وينتهي العقد بإنهاء مدته دون حاجة إلي اخطار سابق وإذا رغب الطرف الأول في استمرار التعاقد وجب عليه اخطار الطرف الثاني كتابة برغبته في التجديد قبل موعد نهاية العقد بثلاثين يوما علي الأقل.

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 Qatar, 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:

1) In case of resignation before the expiry date of the contract.

2) 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 Qatari Labour Law.

3. ADVANCES

A. The First Party shall pay to the person of the second party, if he/she desires an advance of ----- in ----- currency (about the salary of one month) before his traveling from-----to Qatar for one time and to be deducted from the dues of the Second Party by monthly installments to the amount of 10% (Ten Percent) of the basic salary.

B. The deduction of installments 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 Qatar Currency.

4. SALARY AND GRATUITY

A. For daily and monthly workers: The basic pay is QR.....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 Qatari Labour Law.

B. For workers of production or piece work or task work: the basic pay is QR.....against a daily performance rate according to the trade or occupation as follows:

Additional pay shall be paid against the volume of work accomplished by the Second Party over the daily performance rate as follows.....

In the event of absence of any production work the wage of the Second Party shall be QR.-----

(ب) لايجوز إنهاء العقد قبل انتهاء مدته إلا بموافقة الطرفين، كما يجب علي الطرف الثاني قبل ترك العمل الوفاء بجميع ديونه المستحقة للطرف الأول.

2. نفقات السفر

(أ) يتحمل الطرف الأول نفقات سفر الطرف الثاني من مدينة نيبال إلى مكان العمل بدولة قطر وكذا نفقات عودته إليها. كما يتحمل الطرف الأول كذلك نفقات سفر الطرف الثاني ذهاباً وإياباً أثناء فترة الإجازة المنصوص عليها في عقد العمل. ولا تشمل هذه النفقات تكاليف استخراج جواز السفر أو دفع اية تامينات.

(ب) يعفي الطرف الأول من تحمل نفقات العودة في الحالتين التاليتين:

1- في حالة الاستقالة قبل انتهاء مدة العقد.

2- في حالة ارتكاب العامل خطأ يترتب عليه فصله من العمل بدون إنذار ودون منحة مكافأة نهاية الخدمة طبقاً لأحكام قوانين العمل القطري.

3. القروض:-

(أ) يدفع الطرف الأول للطرف الثاني قرضاً شخصياً قيمته..... بالعملة..... قبل سفره إذا رغب في (حدود آخر شهر واحد) يخصم من مستحقات الطرف الثاني علي اقساط شهرية بواقع 10% (عشرة في المائة) من الراتب الاساسي الشهري.

(ب) يبدأ خصم اقساط القرض من اجرة الشهر التالي لبدء عمل الطرف الثاني.

(ج) تسري علي القروض الأخرى التي تدفع للطرف الثاني بالعملة القطرية احكام الفقرتين السابقتين.

4. الأجر والمكافأة

1) لعمال اليومية والشهرية الأجر الأساسي قيمته:.....

ريال قطري شهريا مقابل 8 ساعات يومياً العمل الأساسية (48) ساعة أسبوعياً ويحصل الطرف الثاني علي راحة أسبوعية مدفوعة الأجر، في يوم واحد كل أسبوع كما يحصل علي مقابل نقدي لساعات العمل الإضافية وفقاً لأحكام قانون العمل القطري.

(ب)- لعمال الانتاج أو القطعة:- الأجر الأساسي قيمته..... مقبل انجاز معدل اداء يومي حسب الحرفة أو المهنة كما يلي:.....ويدفع أجر اضافي عن حجم العمل الذي ينجزه الطرف الثاني زيادة عن معدل الاداء اليومي السابق كما يلي:..... وفي حلة عدم وجود عمل بالانتاج يكون أجر الطرف الثاني هو.....ريال.

C. 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 End of Service Gratuity will be provided by First Party after the successful completion of one year as per Qatari 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 Qatar.

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 Qatari 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 (Three Working Days)
- Eid Al-adha (Three working days)
- National day (One working day)

ج) يتعهد الطرف الأول باثبات ساعات العمل اليومية الاضافية وفقاً للفقرة (أ) من هذا البند أو كمية العمل المنجز يومياً وفقاً للفقرة (ب) من هذا البند في بطاقة خاصة تسلم في نهاية اليوم للطرف الأول للتسجيل.

5. مكافأة نهاية الخدمة

يمنح الطرف الأول مكافأة نهاية الخدمة بعد إستكمال مدة سنة وذلك حسب قانون العمل القطري .

6. السكن والمعيشة اليومية:

(أ) يتعهد الطرف الأول بتدبير سكن مناسب لأعزب مجاناً للطرف الثاني وأن يزوده بالأسرة ودورات المياه المناسبة وفقاً للشروط الصحية.

(ب) يتعهد الطرف الأول بتوفير مياه باردة وصالحة للشرب للطرف الثاني.

7. التنقل

يوفر الطرف الأول للطرف الثاني وسيلة المواصلات المناسبة من السكن الى مكان العمل وبالعكس.

8. الرعاية الطبية والاجتماعية:

يوفر الطرف الأول للطرف الثاني العلاج علي التعويض المستحق له عن اصابات العمل والعجز والوفاة التي تنشأ عن العمل أو بسببه طبقاً للقوانين القطرية في هذا الشأن.

9. الاجازات:

(أ) للطرف الثاني الحق في إجازة سنوية عادية لا تقل مدتها عن ثلاث أسابيع بأجر كامل.

(ب) يحصل الطرف الثاني علي أجر كامل في الإجازات الرسمية الآتية:

- عيد الفطر (ثلاثة أيام عمل)

- عيد الأضحى (ثلاثة أيام عمل)

- اليوم الوطني (يوم واحد عمل)

كما يحصل الطرف الثاني علي ثلاثة أيام عمل بأجر كامل خلال العام وهذه الأيام يقررها صاحب العمل للعمال جميعاً.

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.

C. The Second Party is entitled for sick leave with pay after three months of continuous service with the First Party in accordance with the Qatari Labour Law.

10. Resident Permit:

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

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 Qatari 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 Qatari 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 – Employer

Second Party - Employee

(ج) يستحق الطرف الثاني اجازة مرضية مدفوعة الاجر بعد مضي ثلاثة أشهر متصلة في عمله لدي الطرف الاول وتحسب الاجازة المرضية وفقاً لأحكام قانون العمل.

10. تصريح الإقامة:

يتحمل الطرف الأول النفقات الخاصة بإصدار تصريح الإقامة للموظف.

أحكام عامة

(أ) يتعهد الطرف الثاني بإداء عمله طبقاً لمتوسطات ومعدلات الاداء اليومية في نفس مهنته وفي حالة عدم ادائه لمعدلات الاداء اليومية تطبق عليه لائحة الجزاءات في هذا الشأن.

(ب) لايجوز للطرف الثاني خلال مدة التعاقد اشتغال لدي الغير كما لا يحق للطرف الاول تشغيل الطرف الثاني لدى الغير الا في الأحوال التي يجيزها قانون العمل.

(ج) يتعهد الطرف الثاني بعدم التدخل في الشؤون السياسية او الدينية وعلية مراعاة التقاليد والعادات المحلية واحترامها.

(د) يعتبر قانون العمل القطري الصادر بالقانون رقم (14) لسنة 2004م والقرارات المنفذة له الأساس القانوني لنصوص هذا العقد، ويتم الرجوع إليه في أي نزاع ينشأ بين الطرفين ما لم تكن شروط هذا العقد تتضمن مزايا أفضل للطرف الثاني.

(ه) يصبح هذا العقد نافذ المفعول بعد تصديق السلطات المختصة علي في الدولتين.

(و) تحرر هذا العقد من ثلاثة نسخ اصلية يحفظ صاحب العمل بحداها وتلم الثانية للعالم وتودع الثالثة إدارة العمل بوزارة العمل.

الطرف الاول- صاحب العمل

