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Application for Guarantee and Undertaking

H.E. Ambassador,
Embassy of Nepal
Doha, Qatar

I, the sponsor / employer/ owner/ Director/ General Manager/ Personnel Manager of theCo (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 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, medical, electricity, water, and accommodation shall be solely born by the employer. Employer shall also bear the fines, 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 the 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 employer/s. Time
11. In case of any misunderstanding/dispute between employer and the employee/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:

Tel:

Fax:

Date:

Doha, Qatar

.....

.....

Date...

The Director General
Department of Foreign Employment
Mid Baneshwar, Kathmandu
Nepal

Subject : Letter of Guarantee

Dear Sir,

We, P.O.Box:, Doha-Qatar hereby guarantee that all the Nepalese workers recruited through our agent M/S.....(License No.....) and Company Registration no..... Post. Box No..... Kathmandu, Nepal under the current demand will be working in our company in Doha, Qatar only throughout their contract period.

We further guarantee that these workers will not be transferred to work in any other establishment or any third country during the paid of contract.

Thank you for your kind co-operation.

Seal of Company
and
signature of authorized person.....

(with name and title of post)

Inter party Recruitment 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: 259, Doha Qatar and represented by **Mr.** in his capacity as ...(title of post)..... herein after referred to as the **FIRST PARTY.**

AND

M/s. A Company duly registered to deploy manpower from Nepal and existing under the Laws of Nepal, with business address atKatmandu, Nepal, and represented by Mr.in his capacity as(title of post).....herein after referred to as the **SECOND PARTY.**

TERMS & CONDITIONS.

1. That the **SECOND PARTY** will make all the arrangement to supply manpower of workers 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, Job order 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 medicaly unfit, refused to work and got homesick , **SECOND PARTY** will bear all the expenses for repatriating the said workers back to his\her home and bring replacement free of charges.
5. **FIRST PARTY** shall make arrangement to make visa for all the selected workers.
6. The **FIRST PARTY** will provide all the facilities incorporated in demand letter to all the selected workers as per thr prevailing Labour Law.
7. **FIRST PARTY** will provide medical facilities for the selected workers as per Qatar Law,
8. **SECOND PARTY** will make all the arrangements to receive all the selected workers within 25 days of issuing them the entry visa to Qatar.
9. This agreement takes effect upon signing thereof by both the parties concerned.
- 10 .Services Charges for the manpower recruitment in Nepal will be not less than US \$ 300 or above per person.

By: **FIRST PARTY**

SECOND PARTY.

Seal of the Company

And

signature of authorized person

(with name and title of post)

Name:

signature :

EMPLOYMENT CONTRACT
(For Nepalese people)

Date:

Employment Contract

عقد عمل

On the 00/00/0000

Between

M/S:.....

Capacity:.....

Address:.....

(First Party)

With

Mr.

Holder of Passport No.....

Visa No:.....

Living in Doha Qatar

Street Name:

Building no.....

Area Name:

Electricity No.....

Doha Qatar (Second Party)

The two parties on the following:

The second Party agrees to work for the First Party in the occupation of..... in is the State of Qatar With a monthly basic salary of QR.....

1. Duration of Contract

A. The duration of this contract is TWO Years renewable commencing on the date of starting duty in Qatar. The first Three month will be considered a probation period during which If the right to terminate the contract by giving the Second Party three days prior notice The first party if the probationary period is satisfactorily completed the contact shall be in force for its unexpired term.

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.

أنه في يوم الموافق 0000/00/00م

تم الاتفاق بين كلا من

السادة/.....

ويمثلها/الكفيل

وعنوانه:.....

كطرف اول

و

السيد /.....

حامل جواز سفر:.....

وتاشيرة 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.

(ب) لايجوز إنهاء العقد قبل انتهاء مدته إلا بموافقة

B. 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.

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** إلي 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 تأمينات.

(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 نهائية الخدمة طبقاً لأحكام قوانين العمل القطري.

3. 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.

4. 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.

5. تصريح الإقامة:

يتحمل الطرف الأول النفقات الخاصة بإصدار تصريح الإقامة للموظف.

6. الأكل:

الطرف الأول يوفر له الطعام/لا يوفر له الطعام.

7. الأجر والمكافأة

1) لعمال اليومية والشهرية الأجر الأساسي

قيمته:..... ريال قطري شهرياً 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

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 Qatar Labour Law.

3. 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 in accordance with the appropriate sanitary & health conditions.

B) The First Party undertakes to supply the Second Party with cold fresh drinking water.

4. MEDICAL & SOCIAL CARE:

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.

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.

5. Resident Permit:

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

6. Food:

الإضافية وفقاً لأحكام قانون العمل القطري.

8. مكافأة نهاية الخدمة

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

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.

10 الاستقالة

إذا رغب المستخدم في الاستقالة من وظيفته عليه تقديم استقالته كتابة قبل شهر من نفاذها أو يلتزم بدفع راتب شهر عوضاً عن ذلك.

11. التنقل

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

أحكام عامة

(أ) يتعهد الطرف الثاني ببدء عمله طبقاً

لمتوسطات ومعدلات الاداء اليومية في نفس

مهنته وفي حالة عدم ادائه لمعدلات الاداء

اليومية تطبق عليه لائحة الجزاءات في هذا

الشان.

(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 .

(ت) يتعهد الطرف الثاني بعدم التدخل في الشؤون

السياسية او الدينية وعليه مراعاة التقاليد

والعادات المحلية واحترامها.

(ث) يعتبر قانون العمل القطري الصادر بالقانون

رقم (14) لسنة 2004م والقرارات المنفذة له

Provided by the First party/Not provided by the First Party.

7. 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.

8. End of Service Gratuity:

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

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

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.

9. Resignation

Employee who wishes to resign from the post shall be required to give notice in writing one month before the date of resignation or payment of a months salary in lieu of notice

10. Transportation

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

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 penalties in this respect,

b. The Second Party is not permitted, during the contract period, to work for others, and the First Party shall have the right to engage the Second Party in any work permissible by the Qatar 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 Law 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.

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.

الطرف الاوول- صاحب العمل

First Party – Employer

الطرف الثاني - المستخدم

Second Party - Employee

Ref.No.....

Date:.....

M/s..... Manpower (P) Ltd.

License No.....

Regd No.....**DEMAND LETTER**

Dear Sir/Madam

We request You to recruit the following suitable personnel for our company from Nepal as per details given below.

No.	Category	No. of workers.	Salary (digit)	Salary (in words)	Air Ticket (Joining in work and return to home)
1.	-	----	----		
2.	-	----	----		
3.	-	----	----		
4.	-	----	----		

Total number of Workers.....(in words).....

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

- 1.Period of employment : Two years (renewable)
- 2.Place of Employment :Qata
- 3.Air Ticket : Joining the Company for the first time (KTM- DOHA) and then Up & Down Air ticket will be provided after the completion of Two years contract
4. Working Hour :8 hrs per day, 6days per week (48 hrs per week)
5. Over time : As per Qatar Labour Law
- 6 . Probation Period :90 days from date of entry in Qatar
7. Resident permit :Resident permit will be provided by theCompany Free of the cost
8. Accommodation :Free bachelor accommodation should be :Provided by the company
9. Water, electricity & gas : Provided by the company
10. Food : Provided / Not provided
11. Medical / Insurance : Provided by the company
12. Transportation (Bus) : Provided by the company
13. Uniform and safety Materials : Provided by the company13.
14. Service Gratuity and Leave pay : Provided by the company as per Qatar Labour
15. Other Term & Conditions : As per Qatar Labour Law.

Seal of Company and

Signature of authorized person

(with name and title of post)

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.....and expire on..... do hereby appoint M/S..... Kathmandu, Nepal, a recruitment agency approved by the Government of Nepal Ministry of Labour and Transport Management, vide Registration No..... 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 (title **the post**) (in words also) 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.....(not less than 3 month period)

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

Seal of Company and
Signature of authorized person
(with name and title of post)