EAZA FORCE (M) SDN. BHD. (922143-X)
Unit No D-7-3-13A, Bangunan Perdagangan D7, Sentul Raya, 800 Jalan Sentul, 51000 Sentul, Kuala Lumpur.
Tel : 03-4065 0251 Fax : 03-4065 0350 Email : eazaforce@gmail.com
SST : W10-1809-32100226

Date :14.08.2023

Amcon Overseas Pvt. Ltd
G.P.O Box : 2105
Chhapal Karhana
Katmandu, Nepal

Dear Sir,

RE: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM NEPAL

Based on the Ministry of Home Affairs Approval Reference **KDN.K.S.600-3/21/6 JLD.12 (26) dated 25 Julai 2023** , we hereby appoint your company to recruit 145 (One Hundred Forty Five) workers for employment with our company and liaise with relevant authorities concerning recruitment.

15/8/23

Our recruitment terms and conditions are as follows:

1. 145 (One Hundred Forty-Five) Workers

1.	**Number of Workers**	: 145 (One Hundred Forty Five) workers
2.	**Sector**	: Services (Security Guard)
3.	**Job Description**	: Security Guard

4. **Criteria for the Recruitment and Employment of Security Guard:**

a. Male aged between 25-45 years old;
b. Former security forces (if possible but not compulsory);
c. Does not possess any criminal records;
d. Minimum height of 1.57 meter;
e. Minimum weight of 50 kg (110.2 pound);
f. Good health/medically fit and without any disabilities (inclusive of good hearing and vision) as well as complies with the Malaysia medical requirement for foreign workers; and
g. Having possessed basic communication skills in English or Malay language.

EMBASSY OF NEPAL KUALA LUMPUR

JABATAN TENAGA KERJA SEMENANJUNG MALAYSIA * IBU PEJABAT *

5. **Monthly Wages** : RM 1,500.00
   i. Basic wages : RM1,500.00 month / RM57.69 day
   ii. Allowances (if any) : RM 0.00

6. **Working Days** : In accordance with Malaysia Labour Laws.

7. **Working Hours** : In accordance with Malaysia Labour Laws.

8. **Contract Period:**

The duration of the Contract of Employment shall be for a period of two (2) years commencing on the day of arrival of the worker in Malaysia until such time this Contract of Employment is terminated in accordance with the terms and conditions of the Contract of Employment.

9. **The Employer Shall Be Responsible for the Following Payments:**

a. Security deposits as required by the Department of Immigration of Malaysia;
b. Processing fees imposed by the Government of Malaysia;
c. Visit Pass (Temporary Employment)
d. Employment Injury Scheme under the Employees' Social Security Act 1969 and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia;
e. Medical examination in Malaysia (FOMEMA);
f. Security Screening;
g. Medical Examination in Nepal;
h. Single Entry Visa;
i. Round trip Air Ticket;
j. Attestation fee by Embassy of Nepal in Malaysia;
k. Service charge by Malaysian Recruitment Agency; and
l. Recruitment service charge of 50% of one (1) month minimum wage of the worker per person to be paid to the Nepali Recruitment Agency.

(Provided that item (f) and (g) shall be reimbursed by the Employer to the worker together with the payment of first month salary of the worker).

10. **Wages:**

a. The basic wage shall comply with the national minimum wage of Malaysia.
b. Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.
c. The monthly wage shall be paid to a bank account of the worker.
d. Every Employer shall furnish to every worker employed by him in a:
   i. separate statement or card the particulars relating to details of wages; and
   ii. other allowances earned during each wage period.

11. **Overtime:**

In the event the worker, upon the request by the Employer, agrees to work in excess of his/her normal hours of work, the worker shall be paid in accordance with the calculations below:

a. on normal days at a rate of 1.5
b. on rest days a rate of 2.0
c. on Public Holidays a rate of 3.0

12. **Rest Day:**

a. The worker shall be entitled to weekly rest day
b. In the event that the worker, upon the request by the Employer, agrees to work on such rest day, the worker shall be paid in accordance with the labour laws in Malaysia.

13. **Annual Leave, Sick Leave and Public Holidays:**

Annual leave:

a. The entitlement:

Entitlement	Length of Services
8 days	less than 2 years
12 days	2 years or more but less than 5 years
16 days	5 years or more

b. The Employer upon application from the worker may grant 15 days leave in case of death of close family members (parents, spouse and children) of the worker. The leave may be deducted from the accumulated annual leave of the worker, or in cases where accumulated annual leave is not sufficient, the Employer may grant unpaid leave to the worker.

Sick leave:

a. The entitlement:

Entitlement	Length of Services
14 days	less than 2 years
18 days	2 years or more but less than 5 years
22 days	5 years or more

b. In cases of hospitalization, the worker qualifies for 60 days leave in each calendar year.

Public Holiday:

a. The worker shall be entitled to paid public holiday for a total of 11 days in any one year of service that must include the following five days:

i. the National day;
ii. the birthday of the Yang di-Pertuan Agong;
iii. the birthday of the Ruler of the State as the case may be and / or the Federal Territory day where the worker is working in such an area;
iv. Workers day; and
v. Malaysia day.

and another six more days appointed as a public holiday for that particular year under section 8 of the Holidays Act 1951 [Act 369].

b. In the event the worker, upon the request by the Employer, agrees to work on such public holiday, the worker shall be paid in accordance with the labour laws in Malaysia.

14. **Accommodation:**

a. The Employer shall provide the worker with decent accommodation that meets a minimum standard as stipulated in Employees Minimum Standards of Housing, Accommodations and Amenities Act 1990 (Act 446).

b. The Employer is allowed to impose a wage deduction for the purpose of providing such accommodation as stipulated under Section 24(G) of the Employees Minimum Standards of Housing, Accommodations and Amenities Act 1990 (Act 446).

15. **Medical and Accident Insurance:**

The worker shall be insured under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia.

16. **Levy:**

The payment of levy shall be borne by the Employer – RM1,850.

17. **Deductions:**

The Employer is entitled to make deduction for not more than 50% in a month from the worker's wages in the event of any monetary advances in accordance with the labour laws of Malaysia.

18. **Renewal of Worker's Visit Pass (Temporary Employment):**

a. The Employer shall renew the Worker's Visit Pass (Temporary Employment) 3 months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer.

b. Any penalty or compound imposed due to the failure of the Employer to do so shall be borne by the Employer.

19. **Air Ticket:**

The travelling expenses from Nepal to any agreed point of entry in Malaysia and the expenses from any agreed point of exit in Malaysia to Nepal shall be borne by the Employer upon completion of the Contract of Employment.

20. **Safekeeping of the Passport:**

a. The Employer shall not keep the passport of the worker in his custody.

b. The passport of the worker shall be in his/her custody at all times. In the event the passport is lost or damaged while in the possession of the worker, the worker shall bear all related costs for the replacement of his/her passport.

c. The worker shall submit the passport to the Employer for the following purposes:

a. Medical screenings;
b. Application of Visit Pass (Temporary Employment);
c. Application of Foreign Worker's Identity Card; and
d. Renewal of Visit Pass (Temporary Employment).

d. The passport shall be returned to the worker upon completion of these purposes.

e. In the event that the worker's passport is lost or damaged while in the custody of the Employer for the above mentioned purposes, the Employer shall bear all related costs for the replacement of the worker's passport.

21. **Outstanding Wages:**

In the event the worker is to be repatriated before the expiry of the Contract of Employment, the Employer shall pay all outstanding basic wages and all other payments owed to the worker subject to the labour laws in Malaysia.

22. **Receiving Worker:**

The Employer shall receive the worker at the entry point in Malaysia within 6 hours upon arrival. In case, the Employer fails to do so, he/she shall be liable to bear all the expenses incurred during the waiting period.

23. **Furnishing Information to the Department of Labour Peninsular Malaysia:**

The Employer shall furnish to the Department of Labour Peninsular Malaysia particulars of the worker including the worker's dependent within 14 days from the commencement of the employment.

24. **Repatriation:**

a. The repatriation cost of the worker from their place of work to their original exit point in Nepal shall be borne by the Employer under the following circumstances:

i. At the completion of the Contract of Employment;
ii. Termination of the Contract of Employment by the Employer other than non-compliance of the terms and conditions of the Contract of Employment by the worker; or
iii. Termination of the Contract of Employment by the worker due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

b. The worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that are not mentioned in paragraph 24(a).

25. **Repatriation in the Case of Death of the Worker:**

a. In the event of death of the worker, the Employer shall be responsible for the costs of repatriation of the dead body.

b. If the funeral takes place in Malaysia with the consent of the family of the deceased, the Employer shall be responsible for the costs of the funeral and repatriation of the remains.

c. The Employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

26. **Medical Examination in Malaysia (FOMEMA):**

The Employer shall ensure that the worker undergoes medical examination as follows:

a. Within 30 days from the date of arrival;
b. Once every year for the first 2 years of employment; and
c. Every alternate 2 years of employment.

27. **Restriction:**

a. The worker shall not participate in any political activities or activities of those connected with political organizations in Malaysia.

b. The worker shall not change employment during the period of the Contract of Employment and shall not carry out or do other business.

c. If the worker is found by the competent authority engaged in any illegal, subversive or criminal activities, the worker shall be dismissed from the job and shall be repatriated to Nepal at worker's own expenses.

28. **Termination of Service:**

a. In the event the Employer intends to terminate their Contract of Employment, the Employer shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to Nepal for the worker.

b. In the event the worker intends to terminate this Contract of Employment, the worker shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and the worker shall bear the cost of airfare to Nepal.

Attested by:
Labour Attaché
EMBASSY OF NEPAL
Wisma Paradise,
No. 63, Jalan Ampang,
50450 Kuala Lumpur
Ref. No.NP/KL/...../.....
EMBASSY OF NEPAL KUALA LUMPUR

I hereby declare all information above the whole true nothing but the true.

Thank you.

Yours faithfully,

.....
Name : ZAKIYAH MUHAMMAD YUSUF
Designation : DIRECTOR
NRIC No : 740715-10-5556
Company Stamp :

EAZA FORCE (M) SDN BHD (922143-X)
Unit No D-7-3-13A,
Bangunan Perdagangan D7,
Sentul Raya, 800 Jalan Sentul,
51000 Sentul, Kuala Lumpur
Tel: 03-40650251
Fax: 03-40650350

This is to certify that the signature appears on this document/Certificate/Marriage Certificate/Birth/Death Certificate is that of NUR AFEZA JAAFAR who is DEPARTMENT OF LABOUR PENINSULAR MALAYSIA
The Ministry of Foreign Affairs, Malaysia is not responsible of the accuracy of the information contained therein.

MINISTRY OF FOREIGN AFFAIRS * MALAYSIA *

Ardi Shah Erwan Abd Rahim
Consular Officer
Consular Division
Ministry of Foreign Affairs
Putrajaya Malaysia

15 AUG 2023

Attested by:

JABATAN TENAGA KERJA SEMENANJUNG MALAYSIA * IBU PEJABAT *

.....
Department of Labour Peninsular Malaysia
Date: 15/8/2023
Department Stamp:

NUR AFEZA BINTI JAAFAR
Penolong Pemungah Tenaga Kerja
Jabatan Tenaga Kerja Semenanjung Malaysia

.....
Consular Division, Ministry Of Foreign Affairs Malaysia
Date:
Department Stamp: