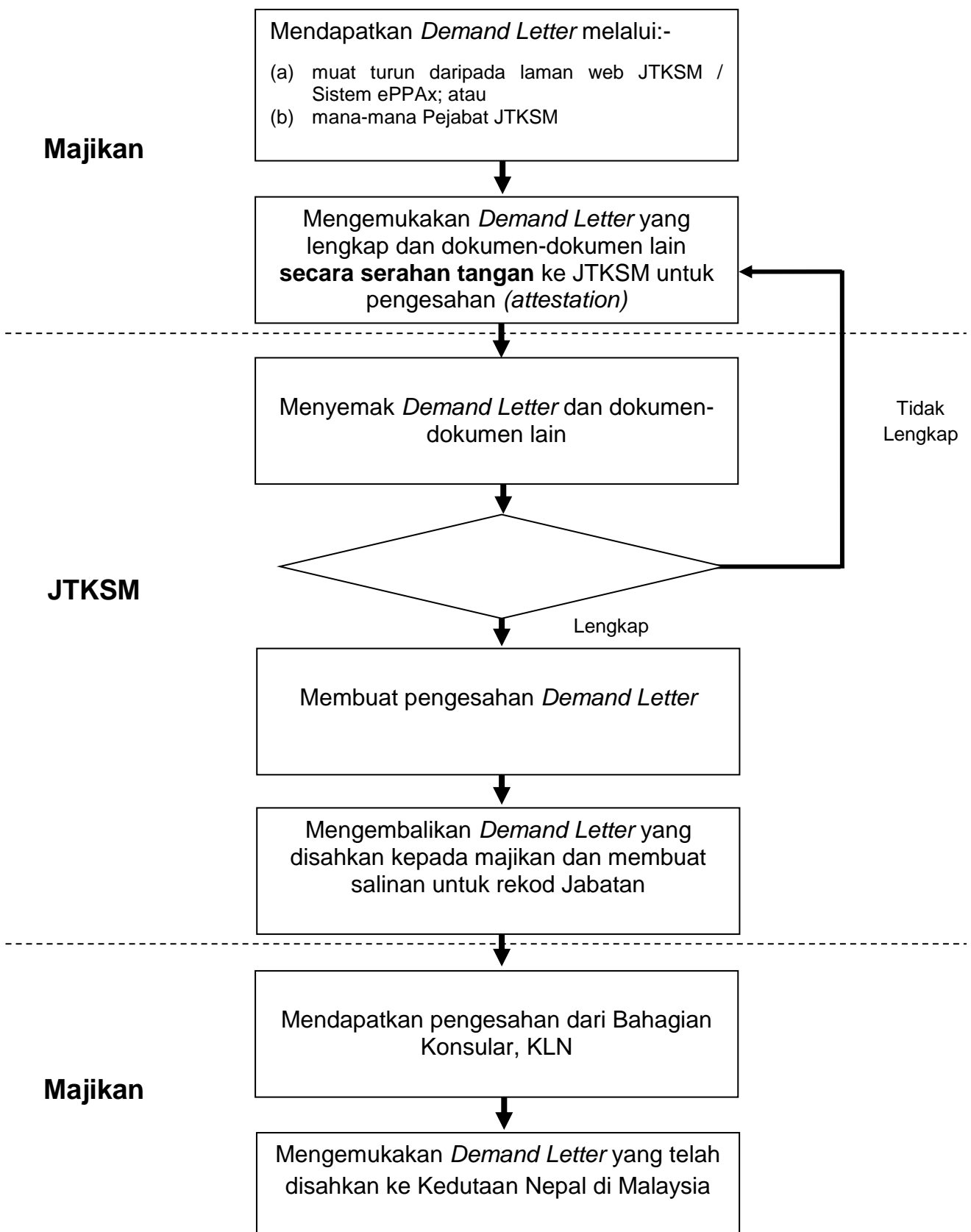


PROSES KERJA KESELURUHAN PENGESAHAN (ATTESTATION) DEMAND LETTER BAGI PERMOHONAN PEKERJA ASING WARGANEGARA NEPAL



- Nota:**
- Majikan hendaklah mendapatkan pengesahan (*attestation*) *Demand Letter* daripada JTKSM terlebih dahulu sebelum berurusan dengan Bahagian Konsular, Kementerian Luar Negeri.
 - Penggunaan *Demand Letter* selain daripada yang disediakan oleh JTKSM tidak akan diterima.

Date :

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.....
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.....
.....

Dear Sir,

RE: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM NEPAL

Based on the Ministry of Home Affairs Approval Reference **KDN/**
dated , we hereby appoint your company to recruit
..... workers for employment with our company and
liaise with relevant authorities concerning recruitment.

Our recruitment terms and conditions are as follows:

1. Number of workers :Workers
2. Sector :
3. Job Description :
4. Age : years old
(18 – 45 years old)
5. Contract Period : 2 years
6. Wages
Basic monthly wage : RM..... month (RM..... /day x 26 days)
a. Allowances : RM..... month
b. Overtime (OT) : RM..... month
(Normal day : RM...../ 26 days / 8 hours x 1.5 xhours = RM.....)
(Rest day : RM...../ 26 days / 8 hours x 2.0 xhours = RM.....)
(Public Holidays : RM...../ 26 days / 8 hours x 3.0 xhours = RM.....)
Total minimum monthly income : RM month
7. Working days : 6 days per week
8. Working hours : 8 hours per day or 48 hours per week

9. Contract Period :

- a. The duration of contract shall be for a period of two (2) years from the date of arrival of worker.
- b. This Contract may be extended for another additional two (2) years by mutual agreement of both parties.

10. Payments to be borne by the Employer :

The Employer shall be responsible for the following payments:

- a. Security deposits as required by the Department of Immigration, 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. One Stop Centre, VLN, SEV/MEV;
- i. Round trip Air Ticket;
- j. Attestation fee by Embassy of Nepal in Malaysia;
- k. Service charge by Malaysian Recruitment Agency and 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).

11. Wages :

- a. This 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 an account at a bank, finance company, financial institution or other institutions licensed or established under the Banking and Financial Institutions Act 1989 [Act 372] 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
 - ii. and other allowances earned during each wage period.

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 at rate of:
 1. 0.5 for less than 4 hours
 2. 1.0 for 4 to 8 hours

13. Annual Leave, Sick Leave and Public Holidays :

Annual leave:

- a. 8 days for the first two years of service; for period of service between two years to five years the employee would qualify for 12 days of leave; and for services of more than five years the employee qualifies for 16 days of leave.

- 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.

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14 days for each year of service for service less than two years, and 18 days for services of two years to five years and 22 days annually for services exceeding five years. In cases of hospitalization, the employee qualifies for 60 days leave in each calendar year.

Public Holiday:

- a. The employee shall be entitled to paid public holiday for a total of 11 day in any one year of service that must include the following five days:
1. the National day
 2. the birthday of the Yang di-Pertuan Agong
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 4. Workers day
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 6. and another six more days appointed as a public holiday for that particular year under section 8 of the Holidays Act 1951 [Act 369]
- 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. Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] under the Social Security Organization and if applicable the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia."

15. Accommodation :

- a. The Employer shall provide the Worker with decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health.
- b. The Employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of RM50 per month or any approved amount for the purpose of providing such accommodation as stipulated under the Section 24(4)(e) of The Employment Act 1955 of Malaysia.

16. Transportation :

Accommodation within Factory premises.

17. Levy :

The payment of workers levy shall be borne by the Employer.

- Manufacturing, Mining and Quarry, Services and Construction – RM1,850
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- a. The Employer shall renew 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.

20. 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.

21. 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:
 1. Medical screenings;
 2. Application of Visit Pass (Temporary Employment);
 3. Application of Foreign Worker's Identity Card; and
 4. 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 abovementioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

22. Outstanding Wages :

In the event the Worker is to be repatriated before the expiry of this 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.

23. Receiving Worker :

The Employer shall ensure to receive the Worker upon arrival 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.

24. Female Workers :

Ensure additional measures as may be required for meeting special needs of female workers with regards to working conditions.

25. 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.

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- 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:
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 3. Termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this 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 21(a).

27. 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.
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28. 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
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- a. That the Employee shall not marry with any Malaysian and shall not participate in any political activities or activities of those connected with political organizations in Malaysia.
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- c. That if the competent authority concerned finds the Worker engaged in any illegal, subversive or criminal activities, then the Worker shall be dismissed from the job and shall be repatriated to Nepal at Worker's own expenses.

30. Termination of service :

- a. In the event the Employer intends to terminate this 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.

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

Thank you.

Yours faithfully,

.....
Name :
Designation :
NRIC No :
Company Stamp :

Attested by:

.....
Department of Labour Peninsular
Malaysia
Date :
Department Stamp:

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

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(18 – 45 years old)
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 - 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
 - g. Having possessed basic communication skills in English or Malay language
6. Contract Period : 2 years
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The Employer shall ensure that the Worker undergoes medical examination as follows:

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- b. Once every year for the first 2 years of employment; and
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30. Restriction :

- a. That the Employee shall not marry with any Malaysian and shall not participate in any political activities or activities of those connected with political organizations in Malaysia.
- b. That the Employee shall not change his employment during the period of this Contract of Employment and shall not carry out or do other business.

- c. That if the competent authority concerned finds the Worker engaged in any illegal, subversive or criminal activities, then the Worker shall be dismissed from the job and shall be repatriated to Nepal at Worker's own expenses.

31. Termination of service :

- a. In the event the Employer intends to terminate this 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.

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

Thank you.

Yours faithfully,

.....
Name :
Designation :
NRIC No :
Company Stamp :

Attested by:

.....
Department of Labour Peninsular
Malaysia
Date :
Department Stamp:

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

PANDUAN MENGGISI DEMAND LETTER

(Cop Nama & Alamat Majikan)

Date :

.....
.....
.....
.....
.....

Nama & Alamat Agensi Pekerjaan Di Nepal

Dear Sir,

No. rujukan dan tarikh Kelulusan
Bersyarat oleh KDN

RE: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM NEPAL

Based on the Ministry of Home Affairs Approval Reference **KDN/**
dated , we hereby appoint your company to recruit
..... ~~workers for~~ employment with our company and
liaise with relevant authorities concerning recruitment.

Bilangan pekerja asing diluluskan

Our recruitment terms and conditions are as follows:

1. Number of workers : Workers

2. Sector :
(cth: manufacturing, services etc)

3. Job Description :
Jawatan dan senarai tugas

4. Age : years old

Pengawal Keselamatan:
(25-45tahun)
Sektor lain:
(18-45 tahun)

5. 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
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- e. Minimum weight of 50 kg (110.2 pound)
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Total minimum monthly income : RM month

*Maklumat
gaji, elaun
dan
bayaran
Kerja Lebih
Masa yang
ditawarkan*

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 4. 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 abovementioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

23. Outstanding Wages :

In the event the Worker is to be repatriated before the expiry of this 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.

24. Receiving Worker :

The Employer shall ensure to receive the Worker upon arrival 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.

25. Female Workers :

Ensure additional measures as may be required for meeting special needs of female workers with regards to working conditions.

26. 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.

27. 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:
 1. At the completion of this Contract of Employment.
 2. Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker; and
 3. Termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this 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 21(a).

28. 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.

29. 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.

30. Restriction :

- a. That the Employee shall not marry with any Malaysian and shall not participate in any political activities or activities of those connected with political organizations in Malaysia.
- b. That the Employee shall not change his employment during the period of this Contract of Employment and shall not carry out or do other business.
- c. That if the competent authority concerned finds the Worker engaged in any illegal, subversive or criminal activities, then the Worker shall be dismissed from the job and shall be repatriated to Nepal at Worker's own expenses.

31. Termination of service :

- a. In the event the Employer intends to terminate this 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.

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

Thank you.

Yours faithfully,

.....
Name :
Designation :
NRIC No :
Company Stamp :

Attested by:

.....
Department of Labour Peninsular
Malaysia
Date :
Department Stamp:

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

**SENARAI SEMAK PENGESAHAN (ATTESTATION) DEMAND LETTER BAGI
PERMOHONAN PEKERJA ASING WARGANEGARA NEPAL**

1. Dokumen Utama:	
i.	Kelulusan Bersyarat Pekerja Asing daripada Kementerian Dalam Negeri (dokumen asal) .
ii.	<i>Demand Letter</i> yang lengkap. <i>(Demand Letter boleh dimuat turun daripada laman web JTKSM / Sistem Pengurusan Pekerja Asing Bersepadu (ePPAx) atau diperolehi daripada mana-mana Pejabat JTKSM)</i>
2. Dokumen Tambahan (pihak yang hendak berurusan):	
i.	Pengarah Urusan syarikat / Rakan Kongsi / Pemilik / Pengerusi atau Setiausaha (Koperasi): a. Kad Pengenalan (asal dan salinan) ; dan b. Borang 49 SSM / Borang B & D SSM / Sijil dari Pejabat Koperasi C
ii.	Wakil daripada pekerja syarikat yang sah: a. Kad Pengenalan (asal dan salinan) ; b. Penyata Caruman KWSP / Borang B wakil pekerja syarikat yang terkini (sekurang-kurangnya 3 bulan) – (asal dan salinan yang perlu diakui benar oleh pihak KWSP) ; dan c. Surat Wakil Kuasa dari Pengarah Urusan / Ketua Pegawai Eksekutif (CEO) / Ketua Pegawai Operasi (COO) atau jawatan setara kepada wakil yang dilantik untuk berurusan dengan JTKSM dan mendapatkan pengesahan (<i>attestation</i>) <i>Demand Letter</i> bagi pengambilan pekerja asing warganegara Nepal. (asal dan salinan)
iii.	Agensi Pekerjaan Swasta (APS) Kategori Lesen C: a. Salinan Lesen APS; b. Dokumen pengenalan diri sebagai APS; dan c. Surat Pelantikan oleh majikan kepada APS yang dilantik untuk berurusan dengan JTKSM dan mendapatkan pengesahan (<i>attestation</i>) <i>Demand Letter</i> bagi pengambilan pekerja asing warganegara Nepal. (asal dan salinan)
3. Lain-lain:	
i.	Cop syarikat (nama dan alamat majikan)