Application for Guarantee and Undertaking

H.E. Ambassador,

Embassy of Nepal

(State & Country Name)

I, the sponsor / employer/ owner/ Director/ General Manager/ Personnel Manager of the ……………….Co (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.

* 1. Embassy of Nepal shall be informed of the arrival of the employees within three months their profession, salary, status of residence permit.
	2. Embassy of Nepal and its officials can have the access to the accommodation of the employees and office for the purpose of inspection.
	3. 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.
	4. All the Employees shall be provided with time-card for calculation of overtime allowance.
	5. 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.
	6. 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.
	7. 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.
	8. 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.
	9. Employer shall be fully responsible for the salary and other facilities of employees even if they are supplied to other employer/s.
	10. 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.
	11. All other terms and conditions not mentioned herein shall be subject to the legal provisions of the State of (Country Name).

 **Signature of Employer:**

 **Full name:**

 **ID No:**

 **Tel:**

 **Fax:**

 **Date:**