

Embassy of Nepal

Doha, State of Qatar

APPLICATION FORM FOR DEMAND LETTER ATTESTATION

1. **Details of Employer Company in Qatar:** بيانات الشركة

Name: WINNERS GENERAL CLEANING & SERVICES W.L.L.

Address: P.O. BOX NO-40549..

Tel:+974-44164276 Fax:+974-44164276

Email: wintradewtc@gmail.com

Name of Sponsor: Mr. UNUS SALAM UNUS RAWTHER PILLA

Name of HR. Manager SHAHENSHA SHAJI

Mobile: +974-5504 2774

2. **Sponsor's Contact Number** رقم اتصال الخاصة ب الكفيل +974-5504 2774

3. **Details of License Holder Agency of Nepal:** بيانات وكالة الاستقدام بالنيبال

Name: Triveni Overseas Concern Pvt Ltd

Address: Ring Road-03, Basundhara, Kathmandu Nepal

Hotline: +0977 14987602, 4987603

Email: trivenioverseas.nepal@gmail.com

Owner's Name: Mr.Laxman Poudel

Mobile +9779851123170

4. **Details of Documents Submittant:** بيانات مقدم الطلب

Name: ASHARAF ATHANIKKAL

Qatari ID No.: 26935600599

Passport No.: K2153343

Nationality: INDIAN

Position at Company: P.R.O

Mobile: +974 - 6633 6760,

Email: asharafathanikkal@gmail.com

5. **Submitted Documents:** [Please prepare the document, according to the order as follows and put Tick (√) mark against each attached document. visit Embassy Website: www.qa.nepalembassy.gov.np زوروا موقع السفارة النيبالية

S.N	Required Attachments	المرفقات المطلوبة	م
1.	Valid Computer Card – (Copy)	صورة من بطاقة قيد منشأة "سارية المفعول"	1
2.	Valid Visa Approval- (English Copy)	صورة موافقة لجنة الاستقدام "سارية المفعول"	2
3.	Commitment and guarantee letter for female and driver (Original)	كتاب ضمان وتعهد للأنثى والسائق " أصل"	3
4.	Letter of guarantee and undertaking addressed to the Embassy - (Original)	كتاب ضمان وتعهد من الشركة موجه إلى السفارة " أصل"	4
5	Commitment regarding to the submission of documents (كتاب الالتزام فيما يتعلق بتقديم الوثائق	5
6	Demand letter- (Original and Copy)(need chamber attestation for original only)	كتاب طلب عمالة (أصل و صورة)	6
7	Power of attorney – (Original and Copy) (need chamber attestation for original only)	كتاب تفويض الوكالة (أصل و صورة)	7
8	Interparty agreement between the Nepali and recruitment agency (Original and copy) (need chamber attestation for original only)	اتفاقية استقدام العمال بين الشركة ومكتب الاستقدام بالنيبال (أصل و صورة)	8
9	Letter of guarantee addressed to the Department - (Original and Copy) (need chamber attestation for original only)	كتاب ضمان موجهة إلى الإدارة (أصل و صورة)	9
10	Separate employment contract - (original and Copy) need chamber attestation for original only)	عقد العمل (أصل و صورة)	10
11	Agreement between the company and the other party-(Copy)	نسخة من عقد الاتفاق بين الشركة والطرف الأخر.	11
12	Copy of ID card of the sponsor and submitting	صورة من بطاقة مقدم الطلب والمستقدم	12
13	Company's commercial registration Card- (Copy)	صورة من السجل التجاري	13
14	Nepali recruitment agency's valid license- (Nepali Copy)	صورة من رخصة وكالة الاستقدام بالنيبال	14
15	Last three month's salary sheet of the Nepali workers – (Copy), (wps based)	كشف الرواتب WPS للعمال النيباليين لآخر 3 شهور	15
16	Name List of Nepali workers currently being employed along with their QID Number and Medical ID, as prescribed(to be send to Embassy Email: qa.nepalembassy@mofa.gov.np)	كشف يتضمن الأسماء والأرقام بطاقات الشخصية والصحية للعمال الذين يعملون حالياً بالشركة. " كما هو محدد" يرسل إلي البريد الإلكتروني الخاص بالسفارة :- qa.nepalembassy@mofa.gov.np)	16
17	Letter from the Sponsor/ Company authorizing the other agency to recruit Nepali workers, if applicable	كتاب من الكفيل/ الشركة يفوض فيه وكالة الاستقدام الأخرى لاستقدام العمال النيباليين " إذا كان معمول به"	17
18	Letter from the Sponsor/Company designating the HR Officer/ PRO to submit/receive Demand Letter to/from the Embassy	كتاب من الكفيل/ الشركة تعين فيه مدير الموارد البشرية / المندوب لتقديم/ إستلام طلب العمالة من السفارة.	18

6. Description of Demand: وصف الطلب

S. N.	Profession/Position	Number			Salary/Allowance			Visa Approval Status			Remarks
		Male	Female	Total	Basic	Food	Total	Total	Used	Remaining	
1.	LABOUER	M		15	1100	300. QR.	1400.	15	15	0	
2.	Masson	M		10	1400	300 QR	1700	10	10	0	
3.	Driver Heavey	M		02	2000	300 QR	2300	02	02	0	
4.	Plumber	M		04	1400	300 QR	1700	04	04	0	
5.	Electrician	M		05	1400	300 QR	1700	05	05	0	
Total		M		36							

I hereby declare that the aforementioned information is true and correct to the best of my knowledge. I would like to ensure that after the arrival of the Nepali workers as per this demand application, their name list and details of their Qatari ID and Medical Card issued duly as per the Qatar's Labour Law, will be submitted to the Embassy of Nepal at the earliest possible. I would submit further details, if required.

Name of the Authorized Person of the Company: UNUS SALAM UNUS RAWTHER PILLA اسم صاحب الشركة

Designation: GENERAL MANAGER مرتبته في الشركة

Signature of the Authorized Person: توقيعه

Name of the Company: WINNERS GENERAL اسم الشركة CLEANING AND SERVICES

Seal of the company: ختم الشركة

Date: التاريخ

For Official Use Only

Receipt No.: Reg. No.: Registered by:

.....
Verified by

.....
Submitted by

.....
Approved by

Date: / /

To,

H.E Ambassador
Embassy of Nepal
Doha, Qatar

Subject: Commitment and guarantee Letter

1. With reference to our demand to recruit Labor from Nepal, the company is committed that it will not deduct any cost from the Nepalese Labor resulting from the vehicular accident resulting under any circumstances
2. We, **WINNERS GENERAL CLEANING & SERVICES** P.O.Box: 40547, Doha-Qatar hereby guarantee that Nepalese Male/Female workers will be working in our company in Doha, Qatar throughout their contract period and after two months of the joining at our company we will Submit salary sheet and I'D copy of Male/female workers at the Embassy, we will pay the salary as per employment contract.

We further guarantee that these workers will not be sent to work in any other establishment or supply in house and another company during their contract. If found so, we will bear all the responsibility according to Labor law of Qatar.

Thank you for your kind co-operation.

Contact:

Land line & Mobile no.: +974-4416 4276

Fax:

P.O.Box: 40547

Location INDUSTRIAL AREA, DOHA, QATAR

Sponsor's QID No.:27835616222

Signature:

Application for Guarantee and Undertaking

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

I, the sponsor / employer/ owner/ Director/ General Manager/ Personnel Manager of the WINNERS GENERAL CLEANING & SERVICES. 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.
2. Embassy of Nepal shall be informed of the arrival of the employees within three months their profession, salary, status of residence permits.
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.
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: UNUS SALAM UNUS RAWTHER PILLA

ID No: 27835616222

Tel: +974-4416 4276

Date :

**His Excellency
Embassy of Nepal
Doha Qatar**

Subject: Commitment regarding to the submission of documents

Excellency,

With reference to above mentioned subject, I would like to request that Mr ASHARAF ATHANIKKAL Public Relation Officer has been designated to submit Demand letter to the Embassy of Nepal in Doha. I would like to further request that I will submit the following documents hard copies in person or scanned in pdf format via Embassy's email: qa.nepalembassy@mofa.gov.np as soon as possible after the arrival of the worker from Nepal to Qatar.

- 1) List of the newly arrived workers from Nepal to Qatar.
- 2) Copies of air tickets provided to the worker by the company.
- 3) Valid employment contract of each worker.
- 4) Official transaction of service charge after recruiting.

Thank you for your kind co-operation.

MR.UNUS SALAM UNUS RAWTHER PILLA.

General Manager

Name of the company: WINNERS GENERAL CLEANING & SERVICES .W.L.L.

Post box: 40547

Tel: +974- 4416 4276

Date:.....

M/s Triveni Overseas Concern Pvt. Ltd

License No. 341/059/60

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.	LABOUER	15	1300 QR.	One Thousand Three Hundred Qatari Riyal	Provided by the company.
02	Masson	10	1700 QR	One Thousand Seven Hundred Qatari Riyal	
03	Driver Heavey	02	2300 QR	Twenty Three Hundred Qatari Riyal	
04	Plumber	04	1700 QR	One Thousand Seven Hundred Qatari Riyal	
05	Electrician	05	1700 QR	One Thousand Seven Hundred Qatari Riyal	
	Total	36	-----		

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

1. Period of employment : Two years (renewable)
2. Place of Employment : INDUSTRIAL AREA, DOHA, Qatar.
3. Air Ticket : For 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, 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. UNUS SALAM UNUS RAWTHER PILLA
Managing Director

POWER OF ATTORNEY

Date.....

KNOW ALL MEN BY THESE PRESENTS:

That we, WINNERS GENERAL CLEANING & SERVICES. W.L.L. with postal address at post. Box. No.40547 Doha, Qatar a company duly organized and existing under and by virtue of the laws of Qatar with License No. 52826/1 do hereby appoint M/S. Triveni Overseas Concern Pvt. Ltd. Kathmandu, Nepal, a recruitment agency approved by the concerned authority of the Government of Nepal, vide Registration No. 341/059/60 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 36 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. WGCS-2022/02.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
New Baneshwar, Kathmandu
Nepal

Subject : Letter of Guarantee

Dear Sir,

We, WINNERS GENERAL CLEANING & SERVICES W.L.L.P.O.Box: 40547, Doha-Qatar hereby guarantee that all Nepalese workers recruited through our agent M/S. M/S. Triveni Overseas Concern Pvt. Ltd. (License No. 341/059/60), Post. Box No.23489, 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. UNUS SALAM UNUS RAWTHER PILLA
Managing Director
Company. WINNERS GENERAL CLEANING & SERVICES

Date:

Inter party Recruitment Agreement

This agreement made and entered into by and between **M/s. WINNERS GENERAL CLEANING & SERVICES W.L.L.** duly registered under the laws of Doha Qatar, with business address at P.O.Box: 40547, Doha Qatar and represented by **Mr. UNUS SALAM UNUS RAWTHER PILLA** in his capacity as GENERAL MANAGER herein after referred to as the FIRST PARTY.

AND

M/S. Triveni Overseas Concern Pvt. Ltd. A Company duly registered to deploy manpower from Nepal and existing under the Laws of Nepal, with business address at Katmandu, Nepal, and represented by **Mr. Laxman Poudel** in his capacity as GENERAL MANAGER 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 Labor 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: WINNERS GENERAL CLEANING & SERVICES
W.L.L.

SECOND PARTY.

Name: Triveni Overseas Concern Pvt. Ltd.

Seal of the Company

And

signature of authorized person

Seal of the Company

And

signature of authorized person

عقد عمل

EMPLOYMENT CONTRACT

On the Date:-/...../.....

This agreement between

Mr.:UNUS SALAM UNUS RAWTHER PILLA

Capacity: Managing Director

Address:

Living in Doha Qatar

Street Name 28

Building No. 142

Area name: INDUSTRIAL AREA

Electricity No: 115988

(First Party)

With

Mr.

Passport No

Visa No.

Capacity Post

Address in Nepal.

Road Name.....

Area No.....

(Second Party)

أنهفيوم.....الموافق 0000/00/00م

تمالاتفاقبينكلامن

.....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.

The two parties agreed on the following:

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

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.

1. مدة العقد

أ) مدة العقد سنتين من تاريخ مباشرة الطرف الثاني لعمله في دولة قطر وتعتبر الأشهر الثلاثة الأولى فترة اختبار يجوز للطرف الأول خلالها إنهاء 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 سارياً للمدة المتبقية منه.

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

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

C. 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.

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:

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

3) 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 300 in QATARI RIYAL currency (about the salary of one month) before his traveling from NEPAL 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 QR1000 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.30 against a daily performance rate according to the trade or occupation as follows:

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) يعني 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 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 الإضافية وفقاً لأحكام قانون العمل القطري.

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 AS PER LABOUR LAW.

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 labor 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.

(ب)- لعمال الانتاج أو القطعة:- الاجر الاساسي قيمته..... مقل
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.

(ج) يتعهد الطرف الاول 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 تسلّم في نهاية اليوم للطرف الاول 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.

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)

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 Labor 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.

(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.

(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 باداء 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 لايجوز 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 وعليه 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.

(هـ) 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

الطرف الثاني - المستخدم

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 Labor.

First Party – Employer

Second Party - Employee