**Undertaking Letter**

**His Excellency Ambassador,**

**Embassy of Nepal**

**Riyadh, Saudi Arabia**

I, (…. Name …) the owner/CEO of the (Name of Company) having (…. Company registration number) authorized legally to decide and sign this undertaking hereby declare the following:

1. The attached Demand letter, Power of Attorney, Agency Agreement, Employment contract, Guarantee letter and all other documents submitted herewith are the part of this undertaking.
2. Our company is fully committed to implement the terms and conditions including the mandatory minimum basic salary of Nepali workers of different job categories as decided by the Government of Nepal in 2018 and working hours as mentioned in the demand letter and employment agreement.
3. The Embassy of Nepal will be informed about the Nepali employees including their profession, salary and status of residence permit within three months of their arrival.
4. The Embassy of Nepal and its officials can have the access to the accommodation and work place of the employees and office for the purpose of inspection/discussion and meeting. The company will also provide Nepali workers’ lists with their contact number, payroll slip, bank Statement, Contract Paper and GOSI as and when requested by the Embassy of Nepal.
5. The salary of the employees will be provided within one week of the completion of every working month through bank and time card will be provided for calculation of overtime allowance.
6. The employees shall not be deprived of basic salary in case of failure to provide them employment even for a short period of time.
7. The (. Number) workers mentioned in our demand letter dated …………. reference no (Demand ID) .... will be deployed only in our own company/client companies throughout their contract period.
8. The employees once recruited directly by the company 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 prior to selection and recruitment.
9. Salaries, benefits and other facilities mentioned in the demand letter attested by the embassy shall prevail for legal proceedings and no contract will be made with less salary and benefits after their arrival
10. Fees/cost of residence permit, medical expenses, electricity, water, gas and human standard accommodation will be solely born by the employer. Employer will also bear the fines, if any, because of the delay in the processing of above cases.
11. The employees will be repatriated within one month after the completion of the contract with all his rights. The company will invariably allow workers, if they wish, to return home once their contract of two years ends. If they wish to renew the contract, the contract will be renewed upon obtaining their written consent.
12. If the worker faces problems such as loss of family members, serious sickness and other family problems in home, the company will allow the emergency vacation to worker to go home on re-entry visa on his own expenses without any pre conditions such as deposit of money, replacement of worker any other guarantee etc. The company will also see the possibility to send such worker in early vacation on company's expenses.
13. In case of any misunderstanding/dispute between employer and the employees, the Embassy of Nepal shall be contacted first for the amicable settlement of the grievances.
14. All other terms and conditions not mention herein shall be subject to the legal provisions of the Kingdom of Saudi Arabia.

**We would like to reiterate that our company is fully committed to implement the Labor Reform Initiative -LRI (effective from 14 March 2021) of the Government of KSA and will not breach our commitment expressed by this letter regarding the recruitment of Nepali workers. If the Embassy finds that company breached the commitment, company will accept any penalties as per Saudi labor Law.**

Signature of the Owner/CEO

**Full Name: Seal of Company:**

ID No.: Name of Company:

Contact No.: Company Registration number:

Email: