

Tripartite Recruitment Contract (Domestic Worker)

On this day 29/01/2020, the following parties have come to an agreement as detailed:

1) Office/ Company AL-DURRA FOR MANPOWER
For domestic labour recruitment authorized by the Ministry of Commerce license no. 19/2017 And by the Ministry of Interior no. 1/2017

Located in Sharq, Ahamd Al Jaber St, Al Awadhi Complex First Floor

Phoneno. 22462562 Email

Represented by (Mr/Mrs) ABDULLAH ABDULKAREEM SULATMAN MOUSA hereby referred to as the First Party.

2) Mr/Mrs NASER JASER ALI ALFADHLI Nationality: KUWAITI
Civil ID no. 280113000719 Number of family members 5

Type of residence Villa Occupation (job): Employee

Address: Sulaibekhat BK 3, BLD 15

Phone no. 99790319 hereby referred to as the Second Party-the Employer.

3) Mr/Mrs ALIYA SAYYAD Nationality: Indian sex: Female
D.O.B: 12/07/1982

Occupation (job): HOUSEMAID Passport no: T1144862 hereby referred to as the third party- the domestic worker.

Preamble

Wherein the second party wishes to appoint a domestic worker to work for them, and the first party is authorized by the Ministry of Interior to perform the task, and the third party wishes to work for the second party, the following has been agreed:

First: The previous preamble is an essential part of the laws of this contract, and complements it.

Second: Both the first and second party acknowledge the Amiri decree no.17 of 1959 in respect to foreigners' residence law, and its enforcing decisions, in addition to laws no.68 of 2015 in respect to domestic labour, and its enforcing decisions; and they are bound by all acts included.

Third: The first party is responsible for the appointment of the third party to work for the second party as HOUSEMAID in return for the amount of N/A K.D only, which includes the costs of procurement of the third party, and the commission of the first party, to be paid as the following:

The amount of N/A K.D when the first party receives the visa from the second. The rest of the amount N/A K.D, to be paid upon the arrival of the third party to the second party's residence

Forth: the first party agrees to the following:

- 1) To provide the second party with a recent, clear colour photograph size 4"x6", and another recent colour photograph of full body (front standing posture) size 9"x12" of the domestic worker concerned. In addition to a photocopy of the passport, and information about the third party, of which the minimal requirements are: (name, nationality, job, experience, languages, D.O.B., weight, height, Degree (educational), social status etc.
- 2) First party shall recruit the third party for the second party within a period not more (90) days.
- 3) To receive the third party immediately upon his/her arrival and handover him/her to the second party within 24 hours of their arrival. In case the first party is unable to receive the worker, their office must notify the department of domestic labour to take the worker to the residence of domestic laborers designated by the Ministry of Social Affairs.
- 4) To return the third party to his/her country, and the amount of money received from the second party within 6 months of receiving the domestic worker to work for the second party, in all cases referred to under Article 17 of domestic labour law no. 68/2015 which state the following:
 - In case of the presence of an obstacle that prevents the domestic worker from performing his/her job, and in which the employer is not involved.
 - In case the domestic worker suffers from a communicable disease; or other physical, health, or mental illnesses that prevent him/her from continuing to perform their job.
 - In case of the presence of a legal restriction, placed for general interest, that prevents the employee from issuing a working visa for the labour.

نام



7, 439
عقد
استقدام ثلاثي (عامل/ عاملة منزلية)
انه في يوم Wednesd الموافق 2020/01/29 اتفق على الآتي كلا من:
(1) مكتب - شركة // شركة. الدرّة. للعمالة.....
لاستقدام العمالة المنزلية بموجب ترخيص من وزارة التجارة رقم: 19/2017.....
ووزارة الداخلية رقم 1/2017.....
والكانن في: الدور الأول مكتب 1 هاتف رقم: 22462562.....
بريد الإلكتروني: AL-DURRA FOR MANPOWER.....
ويمثله (السيد / السيدة) عبدالله عبدالكريم سليمان موسى..... (طرف أول)
(2) السيد - السيدة) ناصر جاسر علي الفضلي.....
الجنسية: كويتي..... ويحمل بطاقة مدنية رقم: 280113000719.....
عدد الأفراد: 5..... نوع السكن: فيلا..... المهنة: موظف.....
ويسكن بمنطقة الصلب بجابت ق 158..... هاتف رقم 99790319.....
(طرف ثاني - صاحب العمل)
(3) السيد / السيدة عليه عيسى.....
الجنسية: هندي..... الجنس: أنثى..... تاريخ الميلاد: 1982/07/12.....
المهنة: خادمة.....
يحمل جواز سفر رقم: T1144862..... (طرف ثالث - العامل المنزلي)
تتمهيد
حيث أن الطرف الثاني يرغب في استقدام (عامل / عاملة) منزلية للعمل لديه والطرف الأول رخص له من قبل وزارة الداخلية بممارسه هذا النشاط والطرف الثالث يرغب في العمل لدى الطرف الثاني فقد تم الاتفاق على الآتي:

أولاً:- يعتبر التمهيد السابق جزء لا يتجزأ من أحكام هذه العقد ومكمل له .
ثانياً: يقر كل من الطرفين الأول والثاني باطلاعهما على المرسوم الأميري رقم 17 لسنة 1959 بقانون إقامة الأجانب والقرارات المنفذة ، وكذلك القانون رقم 68 لسنة 2015 في شأن العمالة المنزلية والقرارات المنفذة له والتزامهما بكافة الأحكام الواردة بها ثالثاً :- يلتزم الطرف الأول باستقدام الطرف الثالث للعمل لدى الطرف الثاني بمهنة خاصة وذلك مقابل مبلغ وقدره N/A دينار كويتي لا غير ويمثل المبلغ قيمة تكاليف استقدام الطرف الثالث وعمولة الطرف الأول على أن يسد على النحو التالي :- مبلغ N/A..... ذلك عند استلام الطرف الأول التأشيرة من الطرف الثاني. وباقى المبلغ وقدره N/A..... ذلك يسد عند وصول الطرف الثالث وتسليمه للطرف الثاني للعمل لديه .
رابعاً:- يلتزم الطرف الأول بما يلي:-
1- تسليم الطرف الثاني صورة شخصية ملونة حديثة مقاس 4 x 6 واضحة المعالم وصورة أخرى ملونة حديثة كاملة المعلم (بوضع الوقوف) مقاس 9 x 12 للعامل المنزلي المراد استقدامه إضافة إلى صورة لجواز السفر وبيانات الطرف الثالث مبينا به كحد أدنى (الاسم - الجنسية- المهنة - الخبرة - اللغات - الديانة - تاريخ الميلاد - الوزن - الدرجة العلمية - الطول - الحالة الاجتماعية)
2- يلتزم الطرف الأول باستقدام الطرف الثالث للطرف الثاني في مدة أقصاها (90) يوم
3- باستقبال واستلام الطرف الثالث فور وصوله إلى البلاد مباشرة وتسليمه للطرف الثاني خلال (24) ساعة من وصوله وإذا تعذر ذلك عليه أن يخطر إدارة العمالة المنزلية به على أن يتم تسليم الطرف الثالث إلى استراحة العمالة المنزلية التابعة لوزارة الشؤون الاجتماعية المختصة لذلك.
4- بإعادة الطرف الثالث إلى بلده ورد المبلغ الذي تقاضاه من الطرف الثاني خلال مدة ستة أشهر من تاريخ إستلام العامل المنزلي للعمل لدى الطرف الثاني وذلك في جميع الحالات المنصوص عليها بالمادة (17) من قانون العمالة المنزلية رقم 68 لسنة 2015 وهي كما يلي :

- وجود عائق يحول دون قيام العامل المنزلي بعمله لا بد لصاحب العمل فيه.
- إصابة العامل المنزلي بأحد الأمراض السارية أو أي إعاقات بدنية أو صحية أو نفسية تمنعه من الاستمرار بالعمل.
- قيام منع قانوني تفرضه المصلحة العامة يحول دون استصدار صاحب العمل إقامته للعمل المنزلي.
- إبعاد العامل المنزلي إداريا لمقتضيات المصلحة العامة.
- قيام المكتب أو الشركة بتزويد صاحب العمل ببيانات أو معلومات غير صحيحة عن العامل المنزلي
- رفض العامل المنزلي الاستمرار في العمل أو تركه إلى جهة غير معلومة.



Embassy of India
Kuwait

EMI: 358/ FEMALE/20 Attested On: 30.01.2020

Name: ALIYA SAYYAD
Category: HOUSEMAID Passport: T1144862

Receipt No: KWTKC0645620 Date: 30.01.2020
[valid for six months from date of attestation]

Ass. Consular Officer



Komal Singh Kushwaha

ALIYA SAYYAD

Passport : T1144862

24x7 Helpline: 25674163

Help Desk : 25674160

IND2001892885



POWER OF ATTORNEY

(To be printed on letter head of the Foreign Employer. Employers in individual category shall be required to print it on plain paper)

KNOW ALL MEN BY THESE PRESENTS:

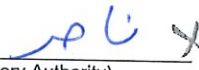
I, NASER JASER ALI ALFADHLI of legal age _____ & nationality of _____, with office address at P.O. Box No. _____ in my capacity as _____ of NASER JASER ALI ALFADHLI do hereby appoint, name and constitute M/S. OVERSEAS MANPOWER COMPANY. AP LTD with office address at 10-2-289, ITI Mallepally Campus, Vijaynagar Colony, HYDERABAD, HYDERABAD, HYDERABAD, TELANGANA - 500057, INDIA represented in this act by P VENKATA RAMI REDDY IAS, as our true and legal representative to act for and in our name and stead and to perform the following acts:

1. To recruit and engage Indian nationals on behalf of the employer.
 - a. Shall be revocable on completion of the services and return to India of the employees recruited by the employer.
 - b. Can be terminated on giving One month's notice to one party by the other (Subject to 2a).
 - c. Power of Attorney shall be valid for the period of two years from the date of issue of this document (Subject to 2a).
2. To act on behalf of the employer in respect of such selection and travel matters pertaining thereto including dealing with the Protector of Emigrants, Government of India. This Power of Attorney :
3. To represent our company before any and all Government and private offices/agencies in the India;
4. To conduct the recruitment related activities i.e hiring and placement of Indian workers for overseas employment;
5. To recruit Indian workers as per the employment contract mandated by Ministry of Overseas Indian affairs and available at website <https://emigrate.gov.in>.
6. To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making the necessary steps to facilitate the departure of the recruited workers;
7. To bring suit, defend and enter into compromises in India, in my name and stead in litigations brought for or against us (our company) in all matters involving the employment of Indian contract workers for myself (our company);
8. To assume jointly and severally with the undersigned (our company) any liability that may arise in connection with the workers' recruitment and /or implementation of the employment contract and other terms and conditions of the appointment as defined and spelled out in <https://emigrate.gov.in>.
9. To allow visiting the workplace and residence of the workers recruited through them for the verification of the facilities provided to the workers.

This power of attorney shall be operative with immediate effect and shall continue to remain in force until revoked as provided in paragraph 2 (a) and (c) above.

HEREBY GRANTING unto my (our) said representative full power and authority to execute or perform whatsoever requisite, or proper to be done in about the premises as fully to all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation and hereby ratifying and conforming all that my (our) said legal representative or his substitute shall lawfully do or cause to be done under and by virtue of these presents.




 (Signature of Signatory Authority)

I.D. No. or Passport No.: 280113000719

Issued on: _____
at: _____



Demand Letter

(To be printed on letter head of the Foreign Employer. Employers in individual category shall be required to print it on plain paper)

To,

NASER JASER ALI ALFADHLI
CR No./ Trade License/ Personal 280113000719
Address: BK 3, BLD 15, SULAIBKHAT
KUWAIT-
Contact No.: 99790319, --
Email ID: t11448620@gmail.com

FE ID(as per eMigrate system): F 5633035

Dear Sir / Madam,



Your demand DM933999 dated 06/02/2020 has been forwarded to the Recruiting Agent M/s. OVERSEAS MANPOWER COMPANY. AP LTD in eMigrate system, as chosen by you for the purpose of recruitment of Indian workers / personnel as per the following details-

Sr. No.	Job Role	No. of Personnel required	Salary Offered
1	House-Maid	2	110.0

Terms and conditions of demand letter:

- a. Transport facility will be provided to the worker / employee from residence to the workplace.
- b. Paid Leaves (annual / medical etc) will be provided to worker / employee as per the Employment Contract.
- c. Free Food or Food Allowance will be provided to the worker / employee.
- d. Free Accommodation or Accommodation Allowance will be provided to the worker / employee.
- e. Overtime allowance will be provided to the worker / employee as per the Employment Contract.
- f. Visa will be provided to the worker / employee at the cost of Employer.
- g. Weekly off will be provided to the worker / employee.
- h. To and fro air ticket will be provided for joining work and going back after completion of contract.
- i. Adequate Life Insurance will be provided to the worker / employee during the Employment at the cost of Employer.
- j. Adequate Medical facility will be provided to the worker / employee at the cost of Employer.
- k. In case of death of the Worker / Employee, the Employer at his cost shall transport the mortal remains of the worker to India at his / her address, within a reasonable time and will also complete necessary formalities.

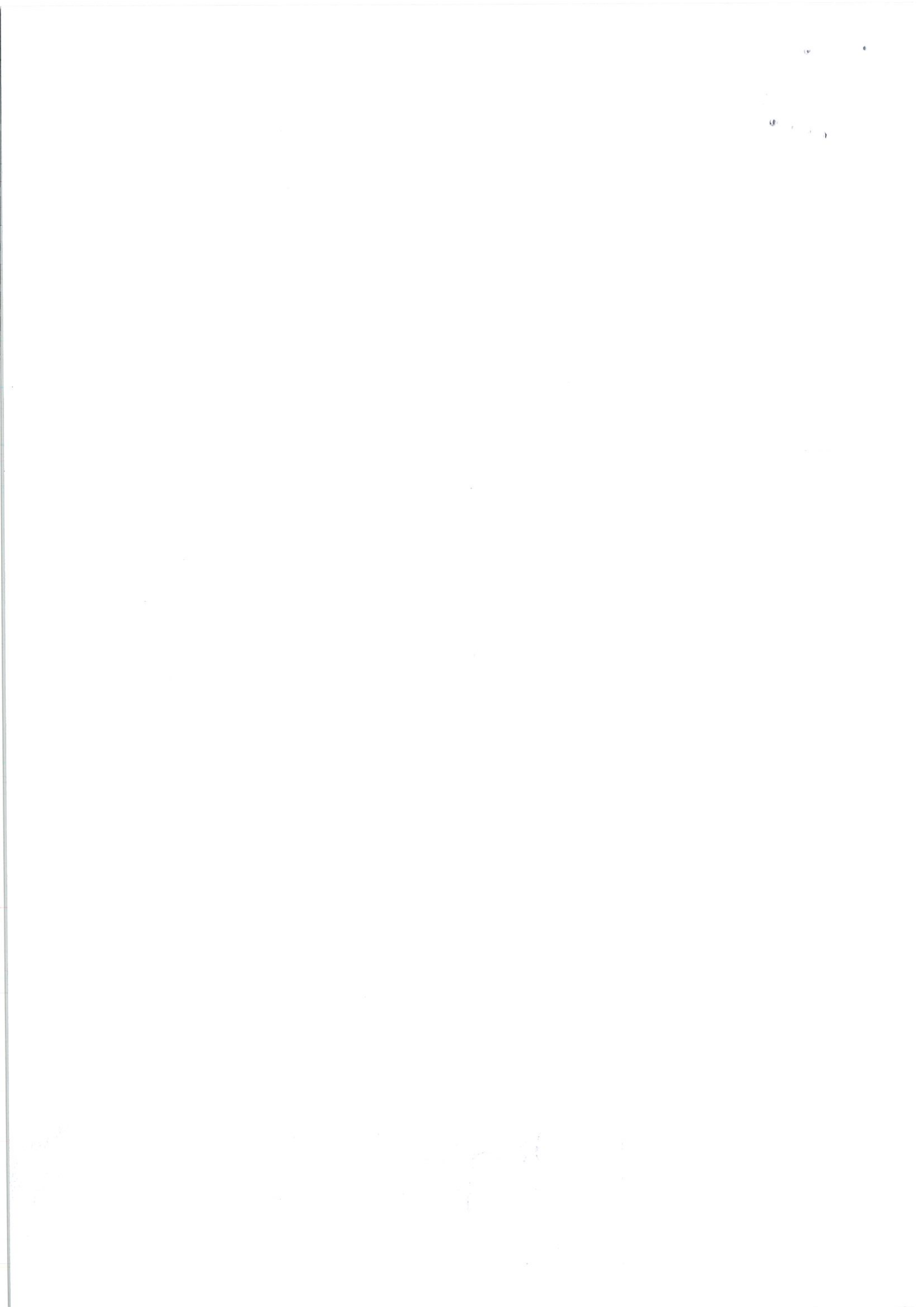
1. By submitting demand in eMigrate system of Ministry of Overseas Indian Affairs, Chanakya Puri, New Delhi, India, you agree that you have valid labour quota to import workers from India as per the details given in demand application.
2. By submitting demand in eMigrate system, you agree that, there shall be no misuse of the aforesaid demand letter. The FE and RA shall be responsible to ensure the same as per Indian Laws.
3. By submitting this demand in eMigrate system, you also certify that the same set of demand shall not be given to any other Indian Recruiting Agent by way of online or any other means for recruitment.
4. This demand letter shall not be sent to anyone either through email or post or by any other means except to the Govt. Authorities or to the Authorized Signatory of Recruiting Agency (RA), you have chosen for the recruitment. This letter cannot be further shared with anyone by the selected RA except uploading it on eMigrate system wherever required.
5. FE is required to sign this demand letter and send it to RA so the RA shall sign the same and upload it on eMigrate at the time of acknowledgement of the demand.
6. Designated RA shall be required to verify the copy of the approval of the local govt. uploaded by the FE in this application for recruiting the Indian Worker. Demand submitted by FE shall be approved in the eMigrate system after RA acknowledges the same after due verification.
7. In case FE's submission of demand is disproportionate to the valid quota available to him for recruiting Indian Workers or violating any of the above terms and conditions, eMigrate login account of such FE shall be blocked without any prior notice and further recruitment shall be suspended.

 
Signature of Authorised Signatory of FE
(along with the stamp of the organization and date & place)

Signature of Authorised Signatory of RA
(along with the stamp of the RA and date & place)

USERNAME: FE5633035

PASSWORD : Ind2018!



11439



General Department
of Residency Affairs

سمة دخول
Entry Visa



دولة الكويت
وزارة الداخلية
الإدارة العامة لشؤون الإقامة

بيانات القادم

الاسم الكامل		عليه سيد فالتى شيخ	
LATIN NAME			
ALIIYA SAYYAD VALI SHAIK		العلاقة بالكفيل	
الجنسية	الهند	عامل منزلي	المهنة
1982-07-12	تاريخ الميلاد	عامل منزلي	الجنس
324571180	الرقم الموحد	أنثى	

بيانات جواز السفر

رقم الجواز	T1144862	نوع الجواز	عادي
محل الإصدار	الهند	تاريخ الإنتهاء	2029-01-24

بيانات الكفيل

الاسم الكامل	ناصر جاسر على خزعل الفاضلي		
الجنسية	الكويت	الرقم الموحد	105706057-
العنوان	العباصمة - الصليبخات - قطعة 3 - شارع 0 جادة 2 :- 0 - فسيمة 15		
هاتف	99790319	فاكس	
صندوق بريد	0	البريد الإلكتروني	

بيانات التأشيرة

رقم التأشيرة	228629373	الغرض	عمل
نوع التأشيرة	سمة دخول عامل منزلي	تاريخ إصدار التأشيرة	2019-12-04
محل الإصدار	مركز خدمة حكومه مول الجهراء	تاريخ صلاحية التأشيرة	2020-03-03
رقم الطالب	5965995898	مكتب عمالة مبنانية	42612
رقم الشركة	406108	شركة التدرة للعمالقة / مساهمة مغلقة	

مدير عام
الإدارة العامة لشؤون الإقامة

للإستعمال الرسمي

ختم الدخول

ختم الخروج

