

مصنع السقالات الخليجية الألمنيوم والحادة

Al-Saqalat United for Aluminum and Ironsmith Works

Date: August 28, 2023

Lotus Human Resources Pvt. Ltd.

License No.: 780/065/066

Ward no. 2, Kathmandu, Kathmandu Municipal Corporation, Kathmandu, Nepal

Demand letter:

Dear Sir,

With reference to our Power of Attorney executed by us in your favor, we hereby request you to kindly supply the following category of manpower to work in our company:

S. No.	Category/Job title	No. of Workers	Monthly Basic Salary (Currency K.D.)	Period of Contract	Gender	Remarks
1	Furniture Blacksmith	24	K.D. 110	2 years	Male	
2	Store worker	25	K.D. 110	2 years	Male	
3	Aluminum Blacksmith	24	K.D. 110	2 years	Male	
4	Truck Drivers	5	K.D. 190	2 years	Male	
Total = 78 (Seventy Eight only)						

Terms and conditions:

Food : Provided by the company

Accommodation : Provided by the company

Joining and return air ticket cost: Provided by the company

Visa, medical test, (country) ID cost: Provided by the company

Working hours and days : 8 Hours/day and 6 days/week

Medical and Insurance : Provided by the company

Workmen's compensation insurance: Insured by the Company

Local transportation : Provided by the company

Service/Agency fee : Not provided by the company

Right to retain employee's Passport: Employee

Annual leave : 30 days

Other benefits such as annual leave, over time, etc. should be in accordance with the labour laws of (Kuwait)

Al-Saqalat United for Aluminum and ironsmith works

Lotus Human Resources Pvt. Ltd. (Nepal)

Signature and seal of the First party

Signature and seal of the Second party

Naser Bader Eid Almutairi

Hari Ram Pathak

Chairman

Managing director

Date: 06 SEP 2023 06 SEP 2023
 Position: Labour Attache
 Signature: 
 Attested by the Embassy of Nepal, Kuwait.
 Reg. No.: NEK/LAB 136510801081



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Employee: SULAIMAN T ALSHVAIB
 Date: 29/08/2023
 Bill No.: 230190033
 Reg. No.: 236961

Member Name: BALCKSMITH WORKS
 GULF SCAFFOLDING FACTORY FOR ALUMINIUM &

LEGALIZES WITHOUT ANY RESPONSIBILITY ON THE CONTENTS
 OF THIS DOCUMENT, THE SIGNATURE / SIGNATORIES NUMBERING
 AND FIELD OF AUTHORIZATION



جرفة تجارة وصناعة الكويت
 KUWAIT CHAMBER OF COMMERCE & INDUSTRY

مصنع السقالات الخليجية الألمنيوم والحادة

Al-Saqalat United for Aluminum and Ironsmith Works

Date: August 28, 2023

To Whom It May Concern

Authorization:

I **Naser Bader Eid Almutairi**, in my capacity as Chairman of **Al-Saqalat United for Aluminum and ironsmith works**, duly registered under the laws of Kuwait, with postal address of **Hawalli, Block 1, Building no. 21708, Ibn Khaldoon street, Ibn Khaldoon Complex, Second Floor - Shop no. (01)- Kuwait**, do hereby appoint **Lotus Human Resources Pvt. Ltd.**, Ward no. 2, Kathmandu, Kathmandu Municipal Corporation, Kathmandu, Nepal, having License No. 780/065/066 issued by the Department of Labor, Government of Nepal to be our true and lawful attorney in Nepal in respect of recruiting Nepalese workers required by us from Nepal and handling of all the affairs concerning recruitment, entering into contract with the selected employees, payment of fee, etc. to the Government of Nepal, signing of all necessary documents in connection with the recruitment, obtaining permission from the Department of Foreign Employment of Nepal and to arrange endorsement of all papers.

IN WITNESS WHEREOF, I/we have executed this deed on this day of **August 28th, 2023** in Kuwait.

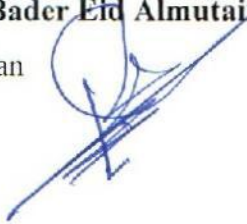
This authorization shall remain valid for two (2) years from the date of issue.

Yours truly,

Al-Saqalat United for Aluminum and ironsmith works
Signature and seal of the First party

Lotus Human Resources Pvt. Ltd. (Nepal)
Signature and seal of the Second party

Naser Bader Eid Almutairi
Chairman



Hari Ram Pathak
Managing Director

Date: 05 SEP 2023
 Position: Labour Attache
 Signature: 
 Attested by the Embassy of Nepal, Kuwait.
 Reg. No.: NEK/LAB 1365/0801081



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 وزارة التجارة والصناعة - الكويت



Employee: SULTAIMAN T ALSHUAIB
 Date: 29/08/2023
 Bill No.: 230190033
 Reg. No.: 236961

Member: GETE SCAFFOLDING FACTORY FOR ALTAHINI & BALCKSMITH WORKS

LEGALIZES WITHOUT ANY RESPONSIBILITY ON THE CONTENTS AND FIELD OF AUTHORIZATION ONE

كويت
 تجارة وصناعة
 KUWAIT CHAMBER OF COMMERCE & INDUSTRY

مصنع السقالات الخليجية الألمنيوم والحادة

Al-Saqalat United for Aluminum and Ironsmith Works

Date: August 28, 2023

Service Agreement:

This agreement is made and entered into between Al-Saqalat United for Aluminum and Ironsmith Works, located at **Hawalli, Block 1, Building no. 21708, Ibn Khaldoun Street, Ibn Khaldoun Complex, Second Floor - Shop no. (01)- Kuwait**. Hereinafter called the "First Party" represented by **Mr. Naser Bader Eid Almutairi** and Lotus Human Resources Pvt. Ltd. located at **Ward no. 2, Kathmandu, Kathmandu Municipal Corporation, Kathmandu, Nepal**, having Government of Nepal License No. **780/065/066**, (hereinafter called the "Second Party") represented by **Mr. Hari Ram Pathak** on **August 28th, 2023**.

1. The First Party will specify the vacancies to the Second Party in detail.
2. The Second Party will source the most suitable candidates to work as per the demand letter.
3. The Second Party will provide suitable candidates for all the required categories.
4. The First Party will make available to the Second Party all the relevant visas issued by the authorized government department.
5. The Second Party will deploy the selected workers as per the requirement of First Party.
6. The First Party will fulfill all the conditions agreed upon by both the parties regarding accommodation, salary, working hours, overtime, and other conditions.
7. The Second Party must have to make sure that the recruited workers are paid their monthly salary in time on regular basis.
8. The Second Party shall furnish medical report from a qualified doctor.
9. For the selected candidate certifying that the candidate is in good health and is free from all infectious diseases.
10. The Second Party hereby agrees to replace any workers found unsuitable or unfit for the job.
11. The Second Party will replace if any workers will be found medically unfit.
12. the first party will provide the visa and replacement for all the medically unfit.
13. Both the Parties hereto have discussed all the above matters in detail and agreed to all the terms and conditions in this agreement and put their signature in two identical originals one to be kept by each Party.
14. The First party agrees to bear the cost fo the return air ticket and send.
15. in case the employer fails to fulfill the terms and conditions mentioned in te family member of the employees has serious health problem and the in unable to continue the job due to his/ her health problem prior to the expenses contract in coordination with the second party.
16. The First party will pay / will not pay service charge to the Second Party.

Al-Saqalat United for Aluminum and ironsmith works

Lotus Human Resources Pvt. Ltd. (Nepal)

Signature and seal of the First party

Signature and seal of the Second party

Naser Bader Eid Almutairi

Hari Ram Pathak

Chairman

Managing Director

Date : 06 SEP 2023
 Position : Labour Attache
 Signature : 
 Attested by the Embassy of Nepal, Kuwait.
 Reg No.: NEK/LAB 1365/080/081



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Employee : SUAIMAN T ALSHUAIH
 2369612
 Date : 29/08/2023
 Bill No.: 230190033
 Reg. No.:
 Name : BATCKSMITH WORKS
 Member GULF SCAFFOLDING FACTORY FOR ALUMINIUM &

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كرامة تجارة وصناعة الكويت
 KUWAIT CHAMBER OF COMMERCE & INDUSTRY

مصنع السقالات الخليجية الألمنيوم والحادة

Al-Saqalat United for Aluminum and Ironsmith Works

Date: August 28, 2023

To Whom It May Concern

Subject: Guarantee letter:

Dear Sir,

We have sent a demand letter for Nepalese workers to M/S. **Lotus Human Resources Pvt. Ltd.**, located at Ward no. 2, Kathmandu, Kathmandu Municipal Corporation, Kathmandu, Nepal, a Nepalese Manpower agency having **License No. 780/065/066** for 78 (seventy eight) number of workers for our Company. In this regard, we wish to assure you that this demand is for our Company only and the workers will be working in our Company situated in **Kuwait**. We also assure you that these workers will not be sent out of the Kuwait.

For **male** workers, we provide safe and convenient accommodation exclusively for them. (Or we provide accommodation allowance) to the workers besides basic salary and food allowance as mentioned in the Demand Letter and/or sample employment contract.

Al-Saqalat United for Aluminum and ironsmith works

Signature and seal of the First party

Naser Bader Eid Almutairi

Chairman

Lotus Human Resources Pvt. Ltd. (Nepal)

Signature and seal of the Second party

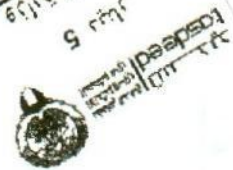
Hari Ram Pathak

Managing Director

Date : 06 SEP 2023
 Position : Labour Attache
 Signature : 
 Attested by the Embassy of Nepal, Kuwait.
 Reg No.: NEK/LAB 1365/080/081



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كرفة تجارة وصناعة الكويت
 KUWAIT CHAMBER OF COMMERCE & INDUSTRY
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 Member : BALCKSMITH WORKS
 Name : GULF SCAFOLDING FACTORY FOR ALUMINIUM &
 Reg. No. :
 Bill No. : 230190033
 Date : 29/08/2023
 Employee : SUAIMAN T ALSHUAIB
 236961



مصنع السقالات الخليجية الألمنيوم والحادة

Al-Saqalat United for Aluminum and Ironsmith Works

Date: August 28, 2023

Contract:

Employee's name: **Al-Saqalat United for Aluminum and ironsmith works**

Employee's Job title: **AS PER JOB ORDER**

1. Basic salary: **K.D. AS PER DEMAND LETTER**
2. Food Allowance: 20 K.D. / Month Provided by the company
3. Accommodation: Provided by the company
4. Working hours and days: 8 hours/day
5. Working days: 6 days per week , 26 days/month
6. Returning air ticket cost: Provided by the company
7. Visa, medical test, Kuwait ID cost: Provided by the company
8. Medical and Insurance: Provided by the Company
9. Place of work: **(Kuwait)**
10. Transportation: Provided by the Company
11. Overtime allowance: As per Kuwait Law
12. Duration of contract: Two (2) years
13. Probation period: 3 months from the date of joining
14. Right to retain employee's passport: Employee
15. Annual (Paid) Leave: 30 Days per year
16. Other Benefits: As per Kuwait Labor Law

Al-Saqalat United for Aluminum and ironsmith works

Lotus Human Resources Pvt. Ltd. (Nepal)

Signature and seal of the First party

Signature and seal of the Second party

Naser Bader Eid Almutairi

Hari Ram Pathak

Chairman

Managing director

Date : 0-6-SEP-2023
 Position : Labour Attache
 Signature : 
 Attested by the Embassy of Nepal, Kuwait.
 Reg No.: NEK/LAB 1365/080/081



Employee : SULAIMAN T ALSHUAIB
 236961
 Date : 29/08/2023
 Bill No.: 230190033
 Reg. No. :

Name : BALCKSMITH WORKS
 Member GULF SCAPFOLDING FACTORY FOR ALUMINIUM &

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كوتيت
 جرفة تجارة وصناعة الكويت
 KUWAIT CHAMBER OF COMMERCE & INDUSTRY

SAMPLE



الهيئة العامة للقوى العاملة

The Public Authority For Manpower

Employment Contract in the Civil Sector

State of Kuwait

Public Authority for Manpower / ----- Labour Department.

On Monday corresponding to 28/08/2023 present contract was concluded by and between:

1- Company/ institution: Al-Saqalat United Factory

Aluminum and Ironsmith works represented in signature in present contract by:

Name: Naser Bader Eid Almutairi

Civil ID No.: 277032801103 (First Party)

2. Name : As Per Job Order

Nationality: Nepali

Passport No.: -----

Residence : -----

(Second Party)

Preamble

The first party owns the facility entitled Al-Saqalat United

Factory for Aluminum and Ironsmith works in the field

of As Per Job Order whereas it wishes to conclude a contract with the

second party to work for it in the profession of As Per Job Order whereas

the parties acknowledged their capacity to conclude this contract, they agreed upon the following:

Article One

The preamble above shall constitute an integral part of the present contract.

Article Two

"Nature of the Work"

The first party concluded a contract with the second party to work for it in the profession As Per Job Order in the State of Kuwait.

Article Three
"Probation Period"

The second party shall be subject to a probation period for a term not exceeding 100 work days. Each party shall have the right to terminate the contract during the said term without notification.

Article Four

"Lease Value"

For executing the present contract, the second party shall receive the wage of As Per Job Order K.D. to be paid at the end of every Month. The first party may not decrease the wage during the term of the contract. It may not transfer the second party to daily wage without his approval.

Article Five

"Contract Term"

The contract shall come into force on date of arrival The second party shall execute his work during the entire execution term thereof.

Article Six

"Contract Term"

The present contract has a definite term. It shall come into force on date of arrival for a term of two years. The contract may be renewed with the approval of the parties for similar terms not exceeding five years.

*Considering the contract as having a definite or indefinite term shall be subject to the will of the two parties.

عقد عمل استرشادي في القطاع الأهلي

دولة الكويت

الهيئة العامة للقوى العاملة / إدارة عمل -----

إنه في يوم الإثنين الموافق: 2023/8/28 تحدد هذا العقد بين كل من:

1- شركة / مصنع السقالات الخبجية الأئمنيوم الحادة ويمثلها في التوقيع على

الاسم : ناصر بدر عيد المطيري

رقم منتي: 277032801103 طرف اول

2- الاسم: وفقا للنظام الوظيفي

الجنسية : نيبالي

رقم جواز السفر: -----

الإقامة : ----- "طرف ثان"

تمهيد

يمتلك الطرف الأول منشأة باسم مصنع السقالات الخبجية الأئمنيوم

الحادة تعمل في مجال (وفقا للنظام الوظيفي) ويرغب في التعاقد مع الطرف الثاني

لتعمل لديه بمهنة وفقا للنظام الوظيفي وبعد أن أقر الطرفان بأهليتهما في إبرام هذا العقد تم الاتفاق علي ما يلي:

البند الأول

يعتبر التصهيد السابق جزءا لا يتجزأ من هذا العقد.

البند الثاني

طبيعة العمل

تعاقد الطرف الأول مع الطرف الثاني للعمل لديه بمهنة وفقا للنظام الوظيفي داخل دولة الكويت

البند الثالث

"فترة التجربة"

يخضع الطرف الثاني لفترة تجربة لمدة لا تزيد عن 100 يوم عمل ، ويحق لكل طرف إنهاء العقد خلال تلك الفترة دون إخطار .

البند الرابع

"قيمة الأجر"

يتقاضى الطرف الثاني عن تنفيذ هذا العقد أجرا مقداره وفقا للنظام الوظيفي يدفع في نهاية كل شهر. ولا يجوز للطرف الأول تخفيض الأجر أثناء سريان هذا العقد . ولا يجوز نقل الطرف الثاني إلى الأجر اليومي دون موافقته.

البند الخامس

"نفاذ العقد"

يبدأ نفاذ العقد اعتبارا من تاريخ الوصول ويلتزم الطرف الثاني بالقيام بأداء عمله طوال مدة نفاذه.

البند السادس

"مدة العقد"

هذا العقد محدد المدة ويبدأ اعتبارا من تاريخ الوصول ولمدة سنتين، ويجوز تجديد العقد بموافقة الطرفين لمدة مماثلة بحد أقصى خمس سنوات ميلادية.
-اعتبار العقد محدد المدة أو غير محدد المدة يخضع اختياره لإرادة الطرفين.





Article Seven
"Annual Leave"

The second party shall have the right to a paid annual leave with a term of 30 days. It shall not be due on the first year save after the expiration of nine months to be calculated from the date of the contract coming into force.

Article Eight
"Number of Work Hours"

The first party may not require that the second party work for a term exceeding eight daily work hours with rest periods not less than one hour, except for the cases set forth in the law.

Article Nine
"Ticket Value"

The first party shall bear the expenses of the return of the second party to his country after the expiration of the work relationship and his final departure from the country.

Article Ten
"Insurance against Injuries and Work Maladies"

The first party shall insure the second party against injuries and work maladies. It shall also commit to the health insurance value in accordance with the law No. (1) of the year 1999.

Article Eleven
"End of Service Benefit"

The second party shall be due the end of service benefit as set forth in the regulating laws.

Article Twelve
"Applicable Law"

The provisions of the Labor code in the civil sector No. 6 of 2010 and the decisions executing the same shall apply for all matters not provided for in the present contract. Shall be considered null every condition agreed upon in violation of the provisions of the law, unless the same has a better benefit for the worker.

Article Thirteen
"Special Conditions"

- 1: Accommodation and food provided by the first party for free
- 2: Air ticket provided by the first party or free
- 3: Transportation provided by the first party or free
- 4: Food provided by the first party

Article Fourteen
"Specialized Court"

The court of first instance and its Labor departments, in accordance with the provisions of the law No. 46 of the year 1987, shall be competent to peruse any conflicts resulting from the execution or interpretation of the present contract.

Article Fifteen
"Contract Language"

The present contract was made in Arabic and English. The Arabic texts shall prevail in the case of any conflict between them.

Article Sixteen

"Contract Copies"

The present contract was made in three copies, one for each party to work in accordance therewith. The third copy shall be deposited at the Public Authority for Manpower.

الطرف الثاني Second Party

البند السابع

"الإجازة السنوية"

للطرف الثاني الحق في إجازة سنوية مدفوعة الأجر مدتها ٣٠ يوماً ، ولا يستحقها عن السنة الأولى إلا بعد انقضاء مدة أسعة أشهر تحسب من تاريخ نفاذ العقد .

البند الثامن

"عدد ساعات العمل"

لا يجوز للطرف الأول تشغيل الطرف الثاني لمدة تزيد عن ثماني ساعات عمل يومياً تتخللها فترة راحة لا تقل عن ساعة باستثناء الحالات المقررة قانوناً

البند التاسع

"قيمة تذكرة السفر"

يتحمل الطرف الأول مصاريف عودة الطرف الثاني إلى بلده عند انتهاء علاقة العمل ومغادرته نهائياً للبلاد .

البند العاشر

"التأمين ضد إصابات وأمراض العمل"

يلتزم الطرف الأول بالتأمين على الطرف الثاني ضد إصابات وأمراض العمل ، كما يلتزم بقيمة التأمين الصحي طبقاً للقانون رقم (١) لسنة ١٩٩٩ .

البند الحادي عشر

"مكافأة نهاية الخدمة"

يستحق الطرف الثاني مكافأة نهاية الخدمة المنصوص عليها بالقوانين المنظمة .

البند الثاني عشر

"القانون الواجب التطبيق"

تسري أحكام قانون العمل في القطاع الأهلي رقم ٦ لسنة ٢٠١٠ والقرارات المنفذة له فيما لم يرد بشأنه نص في هذا العقد ، ويقع باطلاً كل شرط تم الاتفاق عليه بالمخالفة لأحكام القانون ، ما لم يكن فيه ميزة أفضل للعامل .

البند الثالث عشر

"شروط خاصة"

١ : سكن العائلي المجاني و من قبل الشركة

٢ : تذكرة الطيران من قبل الشركة

٣ : المواصلات من قبل الشركة

٤ : الأكل من قبل الشركة

البند الرابع عشر

"المحكمة المختصة"

تختص المحكمة الكلية ودوائرها العمالية طبقاً لأحكام القانون رقم ٤٦ لسنة ١٩٨٧ ، بنظر كافة المنازعات الناشئة عن تطبيق أو تفسير هذا العقد .

البند الخامس عشر

"لغة العقد"

حرر هذا العقد باللغتين العربية والإنجليزية ، ويعتد بنصوص اللغة العربية عند وقوع أي تعارض بينهما .

البند السادس عشر

"نسخ العقد"

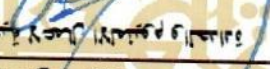
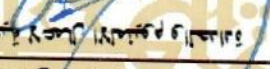
حرر هذا العقد من ثلاث نسخ بيد كل طرف نسخة للعمل بموجبها والثالثة تودع لدى الهيئة العامة للقوى العاملة .

الطرف الأول First Party

Date: 06 SEP 2023
 Position: Labour Attache
 Signature: 
 Attested by the Embassy of Nepal, Kuwait.
 REPUBLIC OF NEPAL
 1365/080/081



رقم الترخيص: 230190032
 التاريخ: 29/08/2023
 رقم الحساب: 236961
 رقم العميل: 

الجهة: 
 الوظيفة: 
 الوظيفة: 