

Date:

M/S.....

.....

L/L No.....

TP/ Fax.....

Dear Sir / Madam,

**Job Order (Non Domestic Workers)**

We have pleasure in placing with you an order for supply of manpower for the job categories listed below on following terms and conditions for our .....

| No. | Position | Qty. | Basic Salary (KWD) |
|-----|----------|------|--------------------|
|     |          |      |                    |
|     |          |      |                    |
|     |          |      |                    |
|     |          |      |                    |

**Terms & Conditions :**

|   |   |
|---|---|
| 1 | Period of Contract will be 2 years & renewable  |
| 2 | The recruits will be entitled to return air ticket after completion of contract period  |
| 3 | Onward (joining) air ticket will be provided / not provided (cut inapplicable)  |
| 4 | The recruits will be entitled to free food / food allowances, accommodation / accommodation allowances, medical and transport facilities. |
| 5 | Working hours per day will be 08 (eight) hrs with one day-off per week  |
| 6 | Overtime allowances shall be paid in accordance with the pertinent law of the country of employment                                       |
| 7 | All appointments will be subject to a probation period of 90 days from the date of appointment.   |
| 8 | All other terms & conditions will be in accordance with the pertinent law of the country of employment.                                   |

You are kindly requested to make arrangements to supply the above categories of workers with necessary approval of the Sri Lanka Bureau of Foreign Employment in Sri Lanka.

The Power of Attorney and Agreement of Recruitment are attached herewith for necessary action please

(Signature)

-----  
(Name of Authorized Officer)

Authorized officer of Foreign Agent/Company



(Company Letter head)

Date: .....

### **SPECIAL POWER OF ATTORNEY**

I/We.....

(Name of Chief Executive/Managing Director/Director)

.....

(Designation or Status in Company)

Of .....

(Name of Company and Address)

Do hereby appoint, as our recruitment Agent in Sri Lanka,

.....

(Name of Person/Agency)

Of .....

(Address in Sri Lanka)

Sri Lanka Foreign Employment Agent licensed by the Sri Lanka Bureau of Foreign Employment, in terms of the Sri Lanka Bureau of Foreign Employment Act No.21 of 1985.

I/We confer the said Agent and his authorized representatives Power of Attorney to undertake, on our behalf, the following:

1. All recruitment activities in Sri Lanka, by way of issuing Advertisement in the media, calling for application from prospective candidates, processing application and interviewing candidates and any other activities incidental to recruitment on our behalf.
2. Signing documents on our behalf, including contracts of employment of selected candidates.  
And
3. To represent on our behalf, at the Embassy of the State of Kuwait in Colombo, Sri Lanka.

For the purpose of obtaining visa stamped on the passport of selected recruits to travel to the country of employment, as may be instructed by us.



I/We do understand that the conferring of this Power of Attorney shall hold

.....

(Name of Employer/Company)

And its authorized representatives, jointly and severally liable

along With the said recruitment Agent for all actions

authorized and

Undertaken by the recruitment Agent, on our behalf, in terms of this instrument.

.....

(Signature)

(Company Seal) Name & Title .....

Signed on this .....day of.....2019

at. .... In Kuwait



## **AGREEMENT**

This agreement is made and entered into between .....

.....  
 (Name of Chief Executive/Chairman/Managing Director, Name and Address of Foreign Agent/Company) Hereinafter called as the Foreign Principal And  
 .....

.....  
 (Name of Chief Executive/Chairman/Managing Director, Name and Address of Sri Lankan Agent, Licence No.) Hereinafter called as the Local Agent To recruit Manpower from Sri Lanka for employment in Kuwait and shall have the following terms and conditions hereinafter referred to:

### **1. Recruitment**

The person or persons recruited shall be for the employment recruited as per Demand Letter and shall be designated as stated in the Letter of Demand.

### **2. Duration of the Contract:**

The duration of the contract initially shall be for a period of two years and renewable by mutual agreement

### **3. Air Passage:**

Return air-ticket should be provided for all employees after completion of contract free of charge by foreign principal or employer.

### **4. Working hours:**

- A). Working hours shall be eight (08) for skilled employees per day and 48 hrs per week.
- B). Overtime shall be paid for off duty hours and off duty days.

### **5. Responsibilities of the Foreign Principal**

- A). The Salary and other allowances shall be paid as stated in the Letter of Demand or the Letter of Appointment.
- B). Free meals or meal allowances shall be provided. (In the case of meal allowance the amount should be stated).
- C). Free accommodation or accommodation allowance shall be provided. (In the case of accommodation allowance the amount should be stated)
- D). Free medical shall be provided. Transport shall be provided.
- E). All complaints made by the employee or employees and their relations regarding the employee or employees and their working condition shall be settled as soon as possible.



#### **6. Responsibilities of the Local Agent**

- A). The Local Agent shall select suitable candidates according to the foreign principal's requirements and submit the relevant document to the foreign principal.
- B). The Local Agent shall undertake to ensure that all candidates will be for the employment mentioned in the agreement and 90 days period from the date of departure is considered as probation period.

#### **7. Terms of Payments**

- A). The foreign principal shall pay the sum of ..... KWD for selected employees as processing and administrative fees payable upon final selection of employee.

#### **8. Annual Leave**

The employee or employees shall be entitled to 30 days paid leave on completion of 12 months period.

#### **9. In the case of Death**

In the case of death of the employee or employees during the contract period, the Foreign Principal shall agree to dispatch the remains of the deceased along with personal effects and savings of the employee.

#### **10. Compensations**

The Foreign Principal shall ensure that the personal and accident insurance for the employee or employees are provided for work and connected illness, injuries or death in accordance with the pertinent laws of the host country.

#### **11. Other terms and conditions**

All the terms and conditions of employment shall be covered by the prevailing laws of the country of employment.

-----  
**The Foreign Principal**  
**(Signature and Rubber Stamp)**

-----  
**The Sri Lankan Agent**  
**(Signature and Rubber Stamp)**

Date: -----

Date: -----

NOTE: THIS SPECIMEN RECRUITMENT AGREEMENT SHOULD BE WRITTEN ON LETTER HEAD OF FOREIGN PRINCIPAL



## Employment Contract

This employment agreement is made and entered into between the two parties mentioned hereunder on this day .....

(Date)

**First Party :** XXX

(Name of the Company)

At @@

(Address & TP No. of the Company)

AND

**Second Party:** YYY

(Name of the Employee)

Holder of Sri Lanka Passport No. #####, issued on DD/MM/YYYY

On the following terms and conditions:

- 1). The first party shall employ the second party who has agreed to work on the under mentioned terms and conditions, in the capacity of .....  
(Profession)
- 2). The second party shall receive a monthly basic salary payable at the end of each month, of KD.....  
(Salary amount)
- 3). Working hours shall be 8 per day and 48 per week with one day-off per week.
- 4). Initial period of this contract shall be 2 years from the date of assumption of duty, which may be renewed on mutual agreement thereafter.
- 5). Leave entitlement: 30 days annual paid leave
- 6). The employment site of the second party shall be within the territory of the State of Kuwait.
- 7). The following will be provided by the First Party. (Pl. cut inapplicable)
- |                                      |                           |
|--------------------------------------|---------------------------|
| • Accommodation OR Allowance KD..... | -Provided / Not provided  |
| • Food OR Allowance KD.....          | - Provided / Not provided |
| • Medical facilities                 | - Provided / Not provided |
| • Transport OR Allowance KD.....     | - Provided / Not provided |
| • Onward air ticket                  | - Provided / Not provided |
| • Other                              | -----                     |
- 8). **Any matters not stated herein shall be subject to the provisions of the pertinent law prevailing in the State of Kuwait.**
- 9). In addition to the provisions of the Labour Law of the private sector of the State of Kuwait, both parties may include other labour privileges which would not contradict with the Labour Law and which would be beneficial to both parties.- Such privileges if any,  
.....

First Party (Signature & Seal)

Second Party (Signature)