

**Embassy of India  
Kuwait**

**Bulk Recruitment: Documents required for attestation of Employment Contracts for the Workers (Art. No. 18 /Art. No. 14)**

- a) Demand Letter (**on Company's letterhead**) addressed to the Recruiting Agency in India (as per specimen), duly attested in Kuwait Chamber of Commerce & Industry (KCCI) and in Ministry of Foreign Affairs of Kuwait (MFA).
- b) Authorization Letter (**on Company's letterhead**) to the Recruiting Agency in India (as per specimen), duly attested by the Kuwait Chamber of Commerce & Industry (KCCI) and the Ministry of Foreign Affairs of Kuwait (MFA).
- c) Employment Contract (**as per specimen**), duly filled in (both in English and Arabic languages), duly signed by the Employer / Sponsor, and attested in Kuwait Chamber of Commerce & Industry (KCCI) and in Ministry of Foreign Affairs of Kuwait (MFA).
- d) A copy of the valid Registration Certificate of the Indian Recruiting Agency.
- e) A copy of the valid License of the Company, issued by the Ministry of Commerce & Industry of Kuwait/Public Authority of Industry of Kuwait (Arabic version alongwith English translation on the letterhead of an authorized translator).
- f) A copy of Ehtimad Tauqia, i.e. Certificate of Authorized Signatory of the company issued by the Ministry of Social Affairs & Labour of Kuwait (with English translation on the letterhead of an authorized translator).
- g) A copy of Civil ID of the sponsor. (with English translation by an authorized translator)
- h) A copy of the latest Takdeer Ihtiyaj i.e., Manpower Quota issued by the Ministry of Social Affairs & Labour of Kuwait, as on date & categories-wise, for recruitment of workers (as per prescribed format for government contract/project or company's file, as applicable) (with English translation on the letterhead of an authorized translator). Categories of workers to be recruited must be high-lighted on the manpower quota documents.
- i) Relevant pages of the project/contract for which workers are required, and any other related documents.(Arabic version along with English translation on the letterhead of an authorized translator)
- j) Status Report, attestation-wise and as on date, on the manpower recruited from India by the company against Demand Letters attested by the Embassy during the last one year. Copies of Work Permit issued & Employment Contract signed with the workers so recruited must be furnished also.
- k) Names of Management and Executive Officers of the company as well as their Mobile phone numbers.
- l) Number of Employees of various nationalities already working in the company and information regarding location of camp accommodations of Indian workers.
- m) Company Profile / Brochure (in English), and information on earlier projects completed.

## Tips

### Demand Letter

The Demand letter duly signed by same Authorised Signatory with Seal of the Company should bear the correct date of signing. Project Number, Details & Subject, Issuing Authority & Work-site should be mentioned in the beginning. The category of employee to be recruited in Demand Letter should be same as the category mentioned in the Manpower Quota issued by Ministry of Social Affairs & Labour. Manpower Quota Statement should highlight details of short-listed categories being utilized for recruitment. It should be ensured that the Salary (Basic) is same as mentioned in the Work Permit. In case of recruitment through more than one Recruitment Agency, it should be ensured that the total number of workers in the Demand Letters does not exceed the Manpower Quota in respective categories.

### Terms & Conditions

- a) It may be specified that the period is One or Two years in case of Limited Contracts. 'Unlimited' may be mentioned for longer periods.
- b) Air-ticket for leave in India at the end of two years of continuous service – in case of contract for unlimited period / period beyond two years.
- c) Accommodation at Company's cost or allowance in lieu of may be mentioned.
- d) Food at Company's cost or food allowance in lieu of may be mentioned
- e) Transport at Company's cost may be mentioned or allowance in lieu of may be mentioned

### Employment Contract

The contents should be typed (in Arabic and English) without any corrections or over-writing, duly signed by same Authorised Signatory with Seal of the Company.

**First Clause:** The category (s) should be mentioned: As per Demand Letter

**Second Clause:** The Salary (Basic) should be mentioned: As per Demand Letter

**Third Clause:**

a) The Contract is **Limited** applicable for a period from date of arrival in Kuwait to one year (two years).

b) The contract is **Unlimited** applicable for a period from date of arrival in Kuwait to unlimited.

**Fifth Clause:** Free Accommodation or an allowance KD .....

Free Food or an allowance of KD.....

Free Transportation or an allowance of KD.....

**Sixth Clause:** The Kuwait Labour Law No. 6 of 2010 should be mentioned.

### Authorisation Letter

The contents should be typed without any corrections or over-writing and duly signed by same Authorised Signatory with Seal of the Company. The number of workers should be the same as in Demand Letter. In case of recruitment through more than one Recruitment Agency, it should be ensured that the total number of workers in the Authorisation Letters does not exceed the Manpower Quota in respective categories.

N.B. The Employer / Sponsor should ensure that one duplicate copy of the attested Employment Contract after attestation is handed over to the Employee / Worker.



3. Working hours will be 8 (eight) hours per day for 6 (six) consecutive days per week, with one day off. Overtime allowance will be paid for any additional hours of work in accordance with the Labour Law of Kuwait.
4. The worker shall be entitled to 30 days leave for every completed year of continuous service.
5. The passport of the worker, being the property of the Government of India, shall not be confiscated by the employer under any circumstances. The passport will be retained by the worker at all times and will be produced before the Embassy of India, as and when called for.
6. In case of death of the worker, the company shall forward the mortal remains of the worker to his/her country at the company's cost and settle all dues of the worker, in coordination with the Embassy of India in Kuwait.
7. In case of injury to the worker, the company will pay compensation to him/her in accordance with the Labour Law of Kuwait.
8. The contract can be terminated by either the company or the worker before its expiry with a notice of three months in writing, in accordance with the provisions of the Kuwait Labour Law No. 6 of 2010.
9. Any dispute between the company and the worker will be amicably settled in coordination with the Embassy of India in Kuwait. In case an amicable settlement cannot be reached, the dispute shall be subjected to courts in Kuwait.
10. The company shall facilitate the worker to register with the Embassy of India within one month of his/her arrival in Kuwait.
11. The company shall not supply the workers brought under their sponsorship to another company during their contract period, without concurrence from the Embassy and workers.
12. In case the company completes workers' mobilization within the validity period of attested documents, it will provide details of workers thus recruited to the Embassy within one month of closure of the mobilization and its consent for cancellation of Demand Letter for remaining numbers of workers, if any.

**Yours faithfully,**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**(in respect of the Authorised Signatory)**

**Kuwait**

**(Seal of the company)**

**AUTHORISATION LETTER TO RECRUITING AGENCY IN INDIA**  
**(On Company's Letter-head)**

I, ....., ( give designation )  
of M/s .....  
( give name and full address of the company )  
do hereby nominate M/s.....  
( give full details of the registered Indian recruiting agency )  
registered recruiting agency, to complete formalities concerning deposits of security,  
registration fee etc., with the Protector of Emigrants, Government of India, and sign all  
the necessary documents required by the said office in connection with the recruitment of  
personnel numbering .....  
.....  
(in figures) (in words)  
for employment with the said company as well as to arrange their passports, passages,  
etc.

I hereby certify and undertake on behalf of my establishment  
that the employment contracts signed by the said M/s  
.....  
( give full details of the registered Indian recruiting agency )  
will have the same validity and value as if they have been signed by the undersigned.

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Kuwait**  
**Date:**

**(Seal of the Company)**

N. B. A copy of the valid Registration Certificate is enclosed.



الهيئة العامة للقوى العاملة

## The Public Authority For Manpower

Sample Form of an Employment Contract in

the Civil Sector

State of Kuwait

Public Authority for Manpower/.....

Labour Department.

On ..... corresponding to ..... the present contract was concluded by and between:

1. Company/ institution .....

2. represented in signature in the present contract by:

Name:.....

Civil card:.....

(First party)

2. Name:.....

Nationality:.....

Civil card:.....

Residence:.....

(Second party)

Preamble

The first party owns the facility entitled

..... working in the field of .....

whereas it wishes to conclude a contract with the second party to work for it in the profession

of ..... whereas the parties

acknowledged their capacity to conclude this

contract, they agreed upon the following:

نموذج عقد عمل اميرش ادى

فى القطاع الرسمى

دولة الكويت

الهيئة العامة للقوى العاملة / إدارة عمل

انه في يوم ----- الموافق / /

تحرر هذا العقد بين كل من :

1- شركة / .....

ويتمثلها فى النموذج على العقد:

الاسم : .....

رقم مدني : .....

" طرف اول "

2- الاسم: .....

الجنسية: .....

رقم مدني: .....

الإقامة: .....

" طرف ثان "

تميند

بمشارك الطرف الأول منشأة باسم .....

تعمل في مجال .....

ويغرب فى التعاقد مع الطرف الثاني للعمل لديه بمهنة

..... وواعد أن أدر الطوفان بأهل بيتهما في

إبرام هذا العقد تم الاتفاق علي ما يلي:

### 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 of \_\_\_\_\_ 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 \_\_\_\_\_ dinars to be paid at the end of every \_\_\_\_\_. 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.

### البند الأول

يعتبر التمهيد السابق جزءاً لا يتجزأ من هذا العقد .

### البند الثاني

#### " طبيبة العمل "

تعاقد الطرف الأول مع الطرف الثاني لمعمل لذي و بم  
سنة ..... داخل دولة الكويت.

### البند الثالث

#### " فترة التجربة "

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

### البند الرابع

#### " قيمة الجور "

يتراضى الطرف الثاني عن تنفيذ هذا العقد اجرا مقداره  
..... ديناراً بفتح لي زيادة كل  
ول يجوز لمطرف الأول تخفيض الجور أثناء سريان هذا العقد  
. ول يجوز نقل الطرف الثاني إلى الجور اليومي دون  
موافقته .

### Article Five

#### "Contract Term"

The contract shall come into force on \_\_\_\_\_. 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 \_\_\_\_\_ for a term of \_\_\_\_\_ years. The contract may be renewed with the approval of the parties for similar terms not exceeding five years.

The present contract has an indefinite term and it shall come into force on \_\_\_\_\_.

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

### Article Seven

#### "Annual Leave"

The second party shall have the right to a paid annual leave with a term of \_\_\_\_\_ 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.

### البند الخامس

#### مدة العقد

يبدأ نفاذ العقد اعتباراً من ...../...../.....  
ويتمتع الطرف الثاني بالقيام بأداء عمله طوال مدة نفاذه

### البند السادس

#### مدة العقد

يبدأ نفاذ العقد محدد المدة ويبدأ اعتباراً من ---/---/---  
ولمدة سنوات ، ويجوز تجديد العقد بموافقة الطرفين  
لمدد مائة بحد أقصى خمس سنوات مبدئية.  
- نفاذ العقد غير محدد المدة ويبدأ اعتباراً من .../.../...  
اعتبار العقد محدد المدة أو غير محدد المدة يخضع اختياره  
إلى إرادة الطرفين .

### البند السابع

#### "الجزء السنوية"

للموظف الثاني الحق في إجازة سنوية مدفوعة الأجر مدتها --  
--- يوماً ، وال يستحقها عن السنة الأولى إلى بعد  
انقضاء مدة تسعة أشهر تحسب من تاريخ نفاذ العقد .

### البند الثامن

#### "عدد ساعات العمل"

ال يجوز لموظف الأول تشغيل الطرف الثاني لمدة تزيد عن  
ثمان ساعات عمل يوميًا تتخميناً فترة راحة ال نقل عن  
ساعة باسثناء الحالت المقررة قانوناً .

### البند التاسع



### **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 Labour 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.

### **"نسيمة تذكرة السفر"**

يتحمل الطرف الأول مصاريف عودة الطرف الثاني إلى بلده عند انتهاء علاقة العمل ومغادرتي نيابته لبلده.

### **البند العاشر**

#### **"التأمين ضد إصابات وأمراض العمل"**

يتمتع الطرف الأول بالتأمين عمى الطرف الثاني ضد إصابات وأمراض العمل ، كما يلتزم بنسيمة التأمين الصحى طبقا لقرانون رقم (1) لسنة 1999 .

### **البند الحادى عشر**

#### **"مكافأة زياة الخدمة"**

يستحق الطرف الثاني مكافأة زياة الخدمة المنصوص عميها بالقوانين المنظمة

### **البند الثانى عشر**

#### **"القانون الواجب التطبيق"**

نسري أحكام قانون العمل نى القطاع الألىمى رقم 6 لسنة 2010 والقرارات المننذة لو نهما لم يرد بشأنو نص نى نذا العنء ، ويقع باطل كل شرط نم الاتفاق عمى بالمخالفاة لأحكام القانون ، ما لم يكن نيو ميزة أنزل لمعامل .

**Article Thirteen**

**"Special Conditions"**

- 1.....
- 2.....
- 3.....

**Article Fourteen**

**"Specialized Court"**

The court of first instance and its Labour 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 \_\_\_\_\_ . 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.

First Party

Second Party

المادة الثالثة عشر

الشروط الخاصة

- ..... 1
- .....2
- .....3

المادة الرابعة عشر

" المحكمة المختصة "

تفص المحكمة الكلية ودوائرها العمالية طبقا لأحكام القانون رقم 46 لسنة 1987 ، بنظر كافة المنازعات

الناشئة عن تطبيق أو تفسير هذا العقد. البند

الخامس عشر

" لغة العقد "

حرر هذا العقد بالمغربيين العربية و----- ، ويعتد

العربية عند وقوع أى تعارض بينيما . البند

السادس عشر

" نسخ العقد "

حرر هذا العقد من ثالث نسخ بيد كل طرف نسخة لمعمل

بموجبها والثالثة تودع لدى الهيئة العامة لمقوى العمالة.

الطرف الثاني

الطرف الأول