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.
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 & Worksite 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.
DEMAND LETTER TO REGISTERED INDIAN RECRUITING AGENCY
(ON COMPANY'S LETTERHEAD)

Ref. No. ___________________________ Date ____________

To,
Name: ___________________________
Address: _________________________
Telephone & Fax No. ______________
Ministry of Labour Registration No: __________

Subject: Recruitment of Manpower from India

Sir,

We wish to recruit workers from India for our (Project No. Subject Details Issuing Authority & Work-site) under our sponsorship through your agency. The categories/terms/conditions of workers proposed to be recruited for employment and deployment in Kuwait are as under:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category/Designation</th>
<th>No. of workers</th>
<th>Salary per month (KD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Total No. of workers: __________ (_________ in figures, ___________ in words)

Terms and Conditions:

1. The contract is for ............ years. The worker will be on probation for 100 days and will be confirmed on successful completion of probationary period.

2. The company will provide the following to the worker at the company's cost:
   i. Air ticket for initial travel to Kuwait and for return to India at the end of the contract.
   ii. Air-ticket for leave in India at the end of two years of continuous service – Applicable in case of contracts for unlimited period / period beyond two years.
   iii. Accommodation with the basic furniture or an allowance of KD ........ in lieu thereof.
   iv. Transport from residence to place of work and back or an allowance of KD.... in lieu thereof.
   v. Food, or an allowance of KD........ in lieu thereof.
   vi. Medical facilities and Worksite Insurance.
   vii. Residence Permit for the period of this contract and for any renewed period, and any fine due to delay in obtaining such Permit.
   viii. Driving license (in case of drivers only).

No deduction/recovery from the salary of the workers will be affected by the company for the above.
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.
## The Public Authority For Manpower

### Sample Form of an Employment Contract in the Civil Sector

<table>
<thead>
<tr>
<th>State of Kuwait</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Authority for Manpower/</td>
</tr>
<tr>
<td>Labour Department.</td>
</tr>
</tbody>
</table>

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:

---
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.
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
"تفاذ العقد"

بتدأ نفاد العقد اعتبارا من ________./....../.....

ويلزم الطرف الثاني بالقيام بإداء عمله طوال مدة نفاده 

البند السادس
"مدة العقد"

- هذا العقد محدد المدة ويبدأ اعتبارا من --/--/--

ولمدة ---- سنوات، ويجوز تجديد العقد بموقعة الطرفين 

لمدة مماثلة بعد أقصى خمس سنوات ميلادية.

- هذا العقد غير محدد المدة ويبدأ اعتبارا من /....

- اعتبار العقد محدد المدة أو غير محدد المدة يخضع اختيار الطرفين .

البند السابع
"الإجازة السنوية"

للطرف الثاني الحق في إجازة سنوية مدفوعة الأجر مدتها ------- يوما، ولا يستحقها عن السنة الأولى إلا بعد انقضاء مدة تسعة أشهر تحسب من تاريخ نفاد العقد .

البند الثامن
"عدد ساعات العمل"

لا يجوز للطرف الأول تشغيل الطرف الثاني لمدة تزيد عن ثماني ساعات عمل يوميا تخللها فترة راحة لا تقل عن ساعة باستثناء الحالات المقررة قانونا .

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.
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