

**Embassy of India
Kuwait**

.....

**Individual Recruitment: Documents required for attestation of Employment
Contracts for Individual Worker (Art. No. 18)**

- a) Letter of Request from the company to the Embassy of India, Kuwait (**as per Specimen and on Company's letter-head**)
- b) A copy of the valid Licence of the Company, issued by the Ministry of Commerce & Industry of Kuwait/Public Authority of Industry of Kuwait. (with English translation by an authorized translator)
- c) A copy of the Authorised Signatory Certificate (Ehtimad Tauqia) issued by the Ministry of Social Affairs & Labour of Kuwait (with English translation by an authorized translator)
- d) A copy of Civil ID of the sponsor. (with English translation by an authorized translator)
- e) Relevant pages of the project/contract, in case workers/employees are to be recruited for a government/private project/contract. (with English translation by an authorized translator)
- f) A copy of the valid passport of the worker/employee.
- g) A copy of the valid visa of the worker/employee.
- h) A copy of the Work Permit. (Tasreeh Al-Amal)
- i) Manpower Quota Statement highlighting details of short-listed categories if individual recruitments exceed five workers.
- j) Employment Contract (**as per Specimen**), in duplicate, should be filled in (both in English and Arabic languages), duly signed by the Authorised Signatory in the company and duly attested in the Kuwait Chamber of Commerce and Industry (KCCI) and in the Ministry of Foreign Affairs of Kuwait. (In case of Teachers – Ministry of Education of Kuwait and the Ministry of Foreign Affairs of Kuwait).

Request Letter

The Request Letter duly signed by same Authorised Signatory with Seal of the Company should bear the correct date of signing. The Project Number, Details & Subject, Issuing Authority & Work-site should be mentioned in the beginning. The number of workers in similar categories may be combined in one letter but should not exceed ten (10), duly signed by same Authorised Signatory with Seal of the Company. It should be ensured that the Salary (Basic) is same as mentioned in the Work Permit. The category of employee mentioned in Request Letter should be same as the category mentioned in the Manpower Quota and Work Permit issued by Ministry of Social Affairs & Labour.

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 annual leave in India after two years of service may be mentioned.
- 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) Transportation at Company’s cost 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 the same Authorised Signatory with Seal of the Company.

First Clause: The job should be same as per category mentioned in Work Permit

Second Clause: The Salary (Basic) should be same as mentioned in the Work Permit

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 years.

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.

N.B.The Employer / Sponsor should ensure that one of the signed copies of the Employment Contract after attestation is handed over to the Employee/worker.

LETTER OF REQUEST TO THE EMBASSY OF INDIA
(ON COMPANY'S LETTER-HEAD)

Ref. No. _____

Date _____

To
The Embassy of India
Kuwait.

Subject: **Recruitment of Individual Worker(s) from India**

Sir,

We wish to recruit workers from India for our (Project No, Subject Details, Issuing Authority & Work-site) as per the following categories and terms & conditions:-

S.No.	Name	Category/Designation	Salary per month (KD)

Total No. of workers: _____ (_____)
(in figures) (in words)

If the above-mentioned workers are to be recruited through a registered manpower recruitment agency in India, please give details of the agency, as below:

Name:

Address:

Telephone & Fax No:

Ministry of Labour Registration No:

(A copy of the valid Registration Certificate should be enclosed)

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 annual leave in India at the end of two years of service.
 - iii. Accommodation with basic furniture or an allowance of KD in lieu thereof.
 - iv. Transport from residence to place of work and back.
 - 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 Kuwait Labour Law.
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.

Yours faithfully,

Signature_____

Name_____

Designation_____

(in respect of the Authorised Signatory)

Kuwait

(Seal of the company)



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 tothe
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 استرشادي

في القطاع المدني

دولة الكويت

الهيئة العامة للقوى العاملة / إدارة عمل

إنه في يوم ----- الموافق / /

تحرر هذا العقد بين كل من :

1- شركة /

ويملكها في النواحي على العقود:

الاسم :

رقم مدني :

" طرف اول "

2- الاسم:

الجنسية:

رقم مدني:

الإقامة:

" طرف ثان "

تمديد

بملاك الطرف الأول منشأة باسم

تعمل في مجال

ويغيب في التعاقد مع الطرف الثاني للعمل لديه بمهنة

..... وبعد أن أقر الطوفان بأهلينهما 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 من هذا العقد .

البند الثاني

" طبيبة العمل "

تعاقد الطرف الأول مع الطرف الثاني لمعمل لديو بم
ننة 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 الأجر "

يتراضى الطرف الثاني عن تنفيذ هذا العقد اجرا مقداره
..... ديناراً بدفع ني زيادة لكل
ول يجوز لمطرف الأول تخفيض الأجر أثناء سريان هذا العقد
. ول يجوز نقل الطرف الثاني إلى الأجر 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

نفاذ العقد

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

البند السادس

مدة العقد

هذا العقد محدد المدة ويبدأ اعتباراً من ---/---/---
ولمدة سنوات ، ويجوز تجديد العقد بموافقة الطرفين
لمدد مماثلة بحد أقصى خمس سنوات ميلادية.
- هذا العقد غير محدد المدة ويبدأ اعتباراً من .../.../
اعتبار العقد محدد المدة أو غير محدد المدة يخضع اختياره
إرادة الطرفين .

البند السابع

"الإجازة السنوية"

للموظف الثاني الحق في إجازة سنوية مدفوعة الأجر مدتها --
--- يوماً ، وال يستحقها عن السنة الأولى إل 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 تتخفها فترة راحة ال تقل 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.

"قيمة تذكرة السفر"

يتحمل الطرف الأول مصاريف عودة الطرف الثاني إلى بلده عند انتهاء علاقة العمل ومغادرتي نيابتي له بالبد.

البند العاشر

"التأمين ضد إصابات وأمراض العمل"

يؤمّن الطرف الأول بالتأمين عمى الطرف الثاني ضد إصابات وأمراض العمل ، كما يؤمّن بتأمين التأمين الصحى طبيا لعقوانون رقم (1) لسنة 1999 .

البند الحادى عشر

"مكافأة نياية الخدمة"

يستحق الطرف الثاني مكافأة نياية الخدمة المنصوص عميها بالقوانون المنظمة

البند الثانى عشر

"القانون الواجب التطبيق"

نسرى أحكام قانون العمل فى القطاع الالى رقم 6 لسنة 2010 والقرارات المنبذة لو نهبما لم يرد بشأنو نص فى نذا العند ، ويفع باطل كل شرط نم الاتفاق عميو بالمخالفة لأحكام القانون ، ما لم يكن نيوو ميزة أفضل 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

البند الثالث عشر

"شروط خاصة"

- 1
-2
-3

البند الرابع عشر

" المحكمة المختصة "

تختص المحكمة الكمية ودوائري العمالية طبقا للحكام
القيانون 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 بينهما . **البند**

السادس عشر

" نسخ العقد "

حرر هذا العقد من ثالث نسخ بيد كل طرف نسخة لمعمل
بموجبها وبالتالىة نودع لدى الهيئة العامة لعموى العمادة.

الطرف الثاني

الطرف الأول