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:-

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

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)
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:............................................................... 2-الاسم:

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:

ние

The Public Authority For Manpower

نموذج عقد عمل استثنائي

في القطاع الأهلي

دولة الكويت

الهيئة العامة للقوى العاملة / إدارة عمل

إنه في يوم ------- الموافق /

تحرر هذا العقد بين كل من :

1- شركة /

ويمثلها في التوقيع على العقد :

الاسم :

رقم مدني :

طرف أول:

teil

تمديد

يملك الطرف الأول مشتاء باسم

تعمل في مجال

وبرغب في التعاقد مع الطرف الثاني للعمل لديه بمهنة

وبعد أن أقر الطرفان بأهليهما في

إقرار هذا العقد تم الاتفاق على 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.
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.

*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.
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 و暮らته نهائيا بالبلد.

البند العاشر

التأمين ضد إصابات وأمراض العمل

يلزم الطرف الأول بالتأمين على الطرف الثاني ضد إصابات وأمراض العمل، كما يلتزم بقيمة التأمين الصحي طبقاً للقانون رقم (1) لسنة 1999.

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 6 لسنة 2010 والقرارات المنذفة له فيما لم يعرف بشأنه نص في هذا العقد، ويقع بإبطال كل شرط تم الاتفاق عليه بالمخالفة لأحكام القانون، بما لم يكن فيه ميزة أفضل للعامل.
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