

**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 & 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.

STATE OF KUWAIT
MINISTRY OF SOCIAL AFFAIRS & LABOUR
Labour Department:
EMPLOYMENT CONTRACT

دولة الكويت
وزارة الشؤون الإجتماعية والعمل
ادارة عمل محافظة
عقد عمل

On:/...../20.....

20 بتاريخ/...../.....

This Contract has been agreed between each of:

قد تم الإتفاق والتعاقد بين كل من :-

First Party:

الطرف الأول:

.....

..... ويمثله السيد/

Represented by:

..... وعنوانه :

Address:

.....

Second Party:

..... الطرف الثاني :

Nationality: **Indian** Passport No:

..... الجنسية

..... جواز سفر رقم:

..... وذلك على الآتي :

On the following:

First First Party is to employ the Second Party who agreed to work in the job of

يلتزم الطرف الأول بتعيين الطرف الثاني القابل للعمل لديه بوظيفة

Second The Second Party receives as salary payable at the end of each month, equivalent to KD

ويتقاضى الطرف الثاني راتباً وقدرهد.ك يدفع في نهاية كل شهر.

Third This contract (**Limited / Unlimited**) is applicable for period from date of arrival to

يسري هذا العقد (لمدة غير محددة/ مدة محددة) اعتباراً من ولمدة

Fourth The First Party may employ the Second Party in any of his establishments in the State of Kuwait.

يجوز للطرف الأول تشغيل الطرف الثاني بأي من مؤسساته داخل دولة الكويت .

Fifth Special Conditions:
In addition to the provisions in the Labour Law of the private sector, both parties may include other labour privileges which would not contradict with the Labour Law and which would be beneficial to both parties (employee & employer). These privileges are:-

شروط خاصة:

بالإضافة إلى الأحكام الواردة في قانون العمل بالقطاع الأهلي ، يجوز لكلا الطرفين اضافة امتيازات عمالية أخرى على أن لا تتعارض مع القانون وبما يحقق فائدة للطرفين (العامل - صاحب العمل) . وتتمثل هذه الإمتيازات

1.....

1-

2.....

2-

3.....

3-

Sixth Any matter not stated in this contract is subject to the terms of Kuwait Labour Law No. 6 of 2010.

كل ما لا يرد في هذا العقد سوف يخضع لأحكام قانون العمل الكويتي رقم (6) لسنة 2010

Seventh This contract is signed in triplicate, each Party will receive a copy and the third copy will be kept in the Ministry of Social Affairs & Labour.

حرر هذا العقد من ثلاث نسخ بيد كل طرف نسخة والثالثة لدى وزارة الشؤون الإجتماعية والعمل.

الطرف الأول
First Party

الطرف الثاني
Second Party