

Embassy of India
Kuwait

**Documents required for attestation of Employment Contracts for the
recruitment of an individual worker (Visa No. 18)**

- Request letter from the employer/sponsor to the Embassy of India, Kuwait (as per specimen) – **(on Company's letter head)**
- Employment contract (as per specimen) in duplicate to be signed by the employer/sponsor and to be attested by the Kuwait Chamber of Commerce and the Ministry of Foreign Affairs. (In case of Teachers – by Ministry of Education and Ministry of Foreign Affairs; in case of farm workers – by Ministry of Agriculture and Ministry of Foreign Affairs)
- A copy of the valid passport of employee.
- A copy of the valid visa of the employee.
- A copy of Shoun paper (Work Permit/Thasreeh al-amal)
- Authorized signatory (Etimad thokia)
- Company License/Civil ID copy of sponsor

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

دولة الكويت
وزارة الشؤون الاجتماعية والعمل
ادارة عمل محافظة

EMPLOYMENT CONTRACT

عقد عمل

On:/...../200.....

بتاريخ / / 200

This Contract has been agreed between each of:

قد تم الإتفاق والتعاقد بين كل من : -

First Party:

الطرف الأول:

Represented by:

ويمثله السيد/

Address:

وعنوانه :

Second Party:

الطرف الثاني :

Nationality

الجنسية

Passport No:

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

أولا 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

ثانيا ويتقاضى الطرف الثاني راتبا وقدرهد.ك يدفع في نهاية كل شهر.

Third This contract is applicable (limited/unlimited period) from to

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

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

رابعا 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 (if any):- 1..... 2..... 3.....	شروط خاصة: بالإضافة إلى الأحكام الواردة في قانون العمل بالقطاع الأهلي ، يجوز لكلا الطرفين إضافة امتيازات عمالية أخرى على أن لا تتعارض مع القانون وبما يحقق فائدة للطرفين (العامل – صاحب العمل) . وتتمثل هذه الإمتيازات (إن وجدت في -1 -2 -3	خامسا
Sixth	Any matter not stated in this contract is subject to the terms of Kuwait Labour Law No. 38/1964.	كل ما لا يرد في هذا العقد سوف يخضع لأحكام قانون العمل الكويتي رقم (38) لسنة 1964	سادسا
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.	سابعاً

الطرف الأول
First Party

الطرف الثاني
Second Party

LETTER OF REQUEST TO THE EMBASSY OF INDIA, KUWAIT
FOR ATTESTATION OF LABOUR CONTRACTS (VISA No. 18)
(ON COMPANY'S LETTER-HEAD)

Ref. No. _____

Date _____

To

The Embassy of India
Kuwait.

Subject: Recruitment of Manpower from India

Sir,

We wish to recruit workers from India for our (please give details of the project/work site/factory) under our sponsorship through the following recruiting agency in India:

Name: _____

Address: _____

Tel & Fax No: _____

Ministry of Labour Registration No. _____

(A copy of the Registration Certificate should be enclosed)

The categories/terms/conditions of workers proposed to be recruited for employment and deployment in Kuwait through the above agency are as under:-

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

Total number of workers: _____
(both in figures & words) _____

Terms and Conditions:

1. Residence permit for the period of this contract and for any renewed period will be obtained at the expense of the company. Any fine occurring due to delay in obtaining the Residence Permit within prescribed period will be payable by the company.
2. Working hours will be 8 (eight) hours per day for 6 (six) consecutive days per week. For any additional hours of, the worker shall be paid overtime allowance in accordance with the current Labour Law of Kuwait.
3. The worker shall be entitled to a minimum 30 days leave for every completed year of continuous service.

4. The passport of the worker shall not be kept in the custody of the company except for completion of formalities relating to obtaining residence permit and Civil ID. The passport shall be returned to the worker immediately after completion of such formalities.
5. In case of death of the worker, the company shall forward the mortal remains of the worker to his/her country and pay the cost thereof in coordination with your Embassy and settle all dues of the worker.
6. In case of injury to the employee, the company will pay compensation to him/her in accordance with the Labour Law of Kuwait.
7. The contract can be terminated by either the company or the worker before its expiry with a notice of two months in writing, in accordance with the provisions of Labour Law of Kuwait.
8. The company will provide to the worker, air ticket from India to Kuwait for taking up employment and from Kuwait to India after expiry of the contract.
9. Any dispute between the company and the worker shall be governed and determined in accordance with the Labour Law of Kuwait, and 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 your Embassy within one month of his/her arrival in Kuwait.
11. The worker(s) proposed to be recruited as above shall not be deployed in Iraq.

Yours faithfully,

(Name & Signature of the authorized person)