EMPLOYMENT OF FEMALE DOMESTIC WORKER (VISA No.20)

DOCUMENTS REQUIRED

المستندات المطلوبة لاستخدام العمالة المنزلية (نساء)

- Request Letter from sponsor
  - كتاب طلب من الكفيل

- Employment contract (original + 1 copy)
  - عقد عمل (أصلي وصورة)

- Basic information
  - المعلومات الأساسية

- Copy of sponsor’s civil ID
  - صورة عن بطاقة المدنية

- Salary certificate of the sponsor/employer original (optional)
  - شهادة راتب أصلية للكفيل/صاحب العمل (اختياري)

- Passport and visa copy of the employee
  - صورة عن جواز سفر للخدمة

- Affidavit to be signed by an Indian national who is known to the female domestic worker
  - اقرار خطي موقع من قبل المواطن الهندي الذي قام بالتعريف بالخادمة المراد إحضارها.

- Copy of passport or civil ID of the Indian national who introduced the employee.
  - صورة عن جواز سفر للمواطن الهندي الذي قام بالتعريف بالعامل.

Note:

- The employment contract should be signed by the sponsor in the Embassy.
  - يجب أن يقوم الكفيل بتوقيع عقد عمل من السفارة.

- The employment contract should be got attested by Ministry of Justice and Ministry of Foreign Affairs.
  - يجب المصادقة على عقد العمل من قبل وزارة العدل ووزارة الخارجية لدى دولة الكويت.

- The minimum age of the female domestic worker shall not be less than 30 years as on the date of application.
  - يجب أن لا تقل عمر الخادمة المنزلية عن ثلاثين (30) سنة.

- Minimum wages offered shall not be less than KD 45/- per month.
  - يجب أن لا يقل الراتب للخدمة عن 45 دينار كويتي شهريا.

- Insurance policy valid for 2 years with coverage of work site accident/injuries/ disabilities and death. Please submit original and copy of the policy. The original will be returned after verification.
  - يجب تقديم وثيقة تأمين لغطى حوادث الإصابات/الوفاة/العمل خلال العمل. ستحصل على النسخة الأصلية للوثائق بعد التدقيق.

- For any further clarifications on the subject, please call 2530600 (extension: 236) between 1400 hrs- 1630 hrs on working days (Sunday to Thursday)
  - لجميع استفسارات أخرى يرجى الاتصال برقمه الهاتف: 2530600 الداخلي 236 من الساعة 2.00 إلى الساعة 4.30 مساءا من الأحد إلى الخميس.
EMPLOYMENT OF MALE DOMESTIC WORKER- (VISA No. 20) DOCUMENTS REQUIRED

المستندات المطلوبة لاستخدام العمالة المنزلية (رجال)

- Request Letter from sponsor
- Employment contract (original + 1 copy)
- Basic information
- Copy of sponsor’s civil ID
- Salary certificate in original of the sponsor/employer (optional)
- Passport and visa copy of the employee
- Affidavit from an Indian national who is known to the employee
- Copy of passport or civil ID of the Indian national who introduced the employee

NOTE

- The employment contract should be signed by the sponsor in the Embassy.
- In case the sponsor is unable to come to the Embassy, the employment contract should be got attested by Ministry of Justice and Ministry of Foreign Affairs.
- Insurance policy valid for 2 years with coverage of work site accident/injuries/ disabilities and death. Please submit original and copy of the policy. The original will be returned after verification.
- Minimum wages offered shall not be less than KD 50/- per month, in case of houseboys and KD 60/- per month in case of drivers.
- For any further clarifications on the subject, please call 2530600 (extension: 236) between 1400 hrs- 1630 hrs on working days (Sunday to Thursday)

• كتاب طلب من الكفيل
• عقد عمل
• الملف الأساسي
• صورة عن بطاقة المدنية
• شهادة راتب أصلية للكلف/
• صاحب العمل (اختياري)
• صورة عن جواز سفر
• للخدمة
• إقرار خطي موقع من قبل الموطن الهندي الذي قام بالتعريف بالعامل، المراد
• صورة عن جواز سفر
• والبطاقة المدنية للمواطن الهندي الذي قام بالتعريف

ملاحظات

- يجب أن يقوم الكفيل بتوقيع عقد عمل من السفارة.
- وفي حالة عدم حضور الكفيل إلى السفارة يجب المصادقة على عقد العمل من قبل وزارة العدل ووزارة الخارجية.
- يجب تقديم وثيقة تأمين لسنين (النسخة الأصلية والصورة) تغطي حوادث إصابات/إعاقات/الوفاة للعامل خلال العمل. سيتم إعادة النسخة الأصلية للوثيقة بعد التدقيق.
- يجب أن لا يقل الراتب للعامل عن 50 دينار كويتي شهريا وفي حالة السائقين 60 دينار كويتي شهريا.

لأي معلومات أخرى يرجى الاتصال ب رقم الهاتف:
الاتصال ب رقم الهاتف: 2530600 الداخلي 236 من الساعة 2.00 إلى 4.30 مساءً من الأحد إلى الخميس
### BASIC INFORMATION TO BE FURNISHED BY THE EMPLOYER/SPONSOR WHO INTENDS TO EMPLOY A DOMESTIC WORKER (HOUSEMAID/HOUSEBOY/COOK/DRIVER) FROM INDIA

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td><strong>Details of Employer/Sponsor</strong>&lt;br&gt;Name:  &lt;br&gt;Nationality:  &lt;br&gt;Civil ID No.:  &lt;br&gt;Residential Address:  &lt;br&gt;Telephone Numbers:  &lt;br&gt;Occupation:  &lt;br&gt;Office/Work Place Address:  &lt;br&gt;Telephone Numbers:</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Details of Spouse of Employer/sponsor</strong>&lt;br&gt;Name:  &lt;br&gt;Occupation:  &lt;br&gt;Office/Work Place Address:  &lt;br&gt;Telephone numbers:</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Monthly Salary of:</strong>  &lt;br&gt;- Employer/Sponsor  &lt;br&gt;- Spouse of Employer/Sponsor</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Size of family (with ages of children) of Employer/Sponsor</strong></td>
</tr>
<tr>
<td>6.</td>
<td><strong>Size of residential accommodation of Employer/Sponsor</strong></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Whether separate room available for the worker to be employed</strong></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Particulars of domestic workers presently employed by Employer/Sponsor</strong> (nationality, date from which employed and salary paid to them)</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Reasons for the present request for employing domestic worker from India</strong></td>
</tr>
<tr>
<td>10.</td>
<td><strong>Particulars of worker to be employed</strong>&lt;br&gt;Name:  &lt;br&gt;Place &amp; Date of Birth:  &lt;br&gt;Passport No:</td>
</tr>
<tr>
<td>11.</td>
<td><strong>Whether the worker to be employed has any relatives in Kuwait and, if so, their name(s), address and telephone numbers</strong></td>
</tr>
<tr>
<td>12.</td>
<td><strong>Name and address of the person who recommended the worker to the employer/Sponsor</strong></td>
</tr>
</tbody>
</table>

Sponsor’s Name: _______________________

Date:_____________ Sponsor’s Signature _______________________


LETTER OF REQUEST TO THE EMBASSY OF INDIA, KUWAIT
FOR ATTESTATION OF EMPLOYMENT CONTRACTS (VISA No. 20)

Ref. No. ___________________ Date _______________

To
The Embassy of India
Kuwait.

Sir,

I wish to employ Mr./Mrs./Ms. __________________________________, holder of Indian Passport No. ____________________ as _______________ for a period of ______ years at a salary of KD ________ per month at my residence in Kuwait as per the employment contract enclosed. In addition to the terms and conditions mentioned in the said contract, the worker, Mr./Mrs./Ms. ________________ will also be provided with the following additional facilities:

1. The worker will be provided economy class air ticket from India to Kuwait at my cost.
2. The worker will be entitled to social security benefits as per the relevant Laws of Kuwait.
3. Working hours will be 8 (eight) hours per day for 6 (six) consecutive days per week, these being deemed normal working hours. For any additional hours of work, overtime allowance will be paid in accordance with the prevalent Kuwait Labour Law.
4. Repatriation to India at my cost in the event of the worker being unhappy/dissatisfied with working and living conditions and if he/she intends to return to India before expiry of the contract period.
5. Compulsory subscription to comprehensive insurance for the contract period, renewable automatically when the contract is renewed, will be provided to the worker at my cost. The insurance policy would cover the work site accident, injuries and compensation towards disabilities / death resulting while under contract.
6. Pre-paid mobile phone will be provided to the worker at my cost, which would always remain active with the worker.
7. Driving license for the worker at my cost (In respect of Drivers only)
8. The worker will be allowed to meet and communicate with his/her friends and relatives.
9. In case of death of the worker, I shall immediately report the death to the Indian Embassy in Kuwait.
10. In case any dispute arises on any clause of the employment contract or the above terms and conditions, the same will be referred to the Embassy of India for amicable settlement. It is understood that the Embassy’s intervention shall be a mere help to resolve the dispute amicably.
11. The passport of the worker, being the property of the Government of India, shall be retained by the worker at all times and will be produced before the Embassy of India as and when called for.

Yours faithfully,

Sponsor’s Signature: __________________________________________
Sponsor’s Name & Address: ______________________________________
________________________________________________________________
AFFIDAVIT

I, _____________________________________________, son/daughter/wife/husband of Mr./Mrs.______________________________________ and holder of Indian Passport No. ______________________ dated ____________issued at _____________________, hereby solemnly swear and affirm that I take full responsibility for the welfare of Mr./Mrs./Ms. ______________________________________, holder of Indian Passport No. ______________________ dated ____________issued at _____________________, who is being recruited as a __________________________________ by the sponsor Mr./Mrs./Ms. ______________________________________, holder of Civil ID No. ______________________ for employment in Kuwait.

The sponsor is known to me and it is further affirmed that I will be responsible for the welfare of Mr./Mrs./Ms. ______________________ in case of any problems during his/her employment/stay in Kuwait, including his/her repatriation to India, if necessary.

Signed on ______________________ before the Embassy of India, Kuwait.

Signature: _____________________________________________

Name: _____________________________________________

Address in Kuwait: _____________________________________________

Address in India: _____________________________________________
Domestic Servants Work Contract

On this day corresponding to This contract is written between each of:

1) Nationality: Profession
Civil ID/Passport No: Address:

The First Party (Sponsor)

2) Nationality Profession
Civil ID/Passport No: Address:

The Second Party (Worker)

Preamble

In order to facilitate for the citizens and expatriates residing in Kuwait, the Amiri Decree Law No. 40 for the year 1992 was issued pertaining to the offices which recruit domestic servants and those falling under this category, to regulate their recruitment and to safeguard the interest of each of the employer, the owner of the office and the domestic servant as well.

1 The preamble shall be considered as integral part of the contract and complementary thereto.

2 First Party agreed that he has reviewed the Decree mentioned in the previous clause and the ministerial resolutions pertaining to their implementation and also the Foreign Residence Law No. 17 for the year 1959, its regulations and commitments to all the provisions mentioned therein.

3 The Second Party has agreed to work with the First Party as ……….

4 Term of this contract is………………….starting from the entry of the Second Party into Kuwait and shall expire on ………………... and is renewable for a similar period unless a notice of termination is given by either party expressing his/her willingness not to renew the contract, before expiry of the contract or any other period not less than two months.

5 The Second Party has agreed to work for a monthly salary of KD……………….to be payable by the First Party to the Second Party on the first of every month as per a receipt duly signed by the second party and the wages will increase annually at a rate of …….% which will not be less than KD 5.

6 The Second Party shall be entitled for one month paid leave which can be availed in the first year only after 11 months from the date of his/her appointment.

7 The annual leave if not availed by the Second Party shall be carried forward to the second year or can be encashed. However, leave for more than three months cannot accumulate.

8 The First party shall bear the cost of economy class return ticket of the Second Party on travel at the end of the contractual period or any other renewed period.
The First Party shall provide to the Second Party a suitable accommodation equipped with the basic amenities for life at his/her work place or at the residence of the First Party. The First Party shall also be responsible for Second Party’s food and clothes as to ensure a proper life. Similarly, the First Party shall be responsible for Second Party’s treatment at government hospitals and shall not put him/her on heavy work or any inhuman work.

In case of death of the Second Party, the First Party shall be liable to pay assistance to his/her kin equivalent to two months salary in addition to the salary of the month in which he/she died. The First Party shall also be liable to transport the mortal remains to his/her country of origin if requested to do so by his/her family.

The First Party shall get the residence permit for the Second Party for the contractual period or for the renewed period at the cost of the First Party.

The Second Party is obliged to carry out the work entrusted to him/her, follow the instructions of the Employer, and carry out them in a better manner and also to respect the rules and traditions and practices of the country.

The Second Party shall not be allowed to work with or without payment for a third party, failing which the First Party shall have the right to cancel this contract and repatriate the Second Party to his/her country.

The First Party shall be responsible to face a third party for any damage caused to him/her by the Second Party by his/her illegal act if such act is occurred during performing the duty or because of him/her.

The First Party shall be responsible to compensate to the Second Party for any work injury as per the provisions of the civil law of Kuwait.

Any dispute that may arise on any of the clauses of this contract, the Kuwaiti courts of all levels shall have the jurisdiction to decide thereon.

This contract is drawn in three copies and each party shall retain a copy hereof for action when necessary. And the third copy shall be forwarded to General Department of Immigration, Ministry of Interior along with the residence permit document of the second party.

SECOND PARTY (الطرف الثاني)

Other conditions both parties wish to add
1. 
2. 
3.

SECOND PARTY (الطرف الثاني)