

**Embassy of India  
Kuwait**

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**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 Certificate (Etimad thokia)
- Company Licence/Civil ID copy of sponsor

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

دولة الكويت  
وزارة الشؤون الإجتماعية 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 وقدره .....د.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**  
**(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 the following categories of workers from India for our (please give details of the project/work site/factory) through the following recruitment agency in India:

Name:

Address:

Telephonenumber & 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 are as under:-

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

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

\_\_\_\_\_

\_\_\_\_\_

**Terms and Conditions:**

1. The contract is for ..... years. The worker will be on probation for 90 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:
  - To and fro air ticket.
  - Accommodation with the basic furniture or an allowance of KD ..... in lieu thereof.
  - Transport from residence to place of work and back.
  - Food, or an allowance of KD..... in lieu thereof.
  - Medical facilities and worksite insurance.
  - Residence Permit for the period of this contract and for any renewed period, and any fine due to delay in obtaining such Permit.

- 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 a minimum of 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 two months in writing, in accordance with the provisions of the Labour Law of Kuwait.
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 worker(s) proposed to be recruited as above shall not be deployed in Iraq.

Yours faithfully,

(Name & Signature of the authorized person)

(Seal of the company)