DOCUMENTS REQUIRED & CONDITIONS FOR ATTESTATION OF LABOUR CONTRACT

**Requirements**

- **Request Letter from sponsor**
- **Employment contract** (original + 1 copy)
- **Basic information sheet** (please complete all columns)
- **Copy of sponsor’s passport**
- **Salary certificate/proof of income of the sponsor** (optional).
- **Passport and visa copy of the worker**
- **Copy of Civil ID/passport of worker’s relative or friend in Kuwait** (if recruited through them).

**Note**

- **Wages** offered shall not be less than KD 55/- per month in case of household/houseboy/cook, and KD 65/- per month in case of drivers.
- **The age of the female domestic worker** shall not be less than 30 years and not more than 50 years on the date of application.

**Death & Disability Insurance** policy for a sum assured of KD 2000 and valid for two years in favour of the worker, from any of the companies listed below:

1. **Warba Insurance Company K.S.C.**
   Hawally Branch Office, Building No. 3, Mezzanine Floor, Block No. 183, Office No. 4B Tunis Street, Hawally, Kuwait.
   Tel: 22655084; Fax: 22655072

2. **Gulf Life Insurance Company K.S.C.C.**
   - Shawq Al-Shuhada’a Street – Opp. Al-Rayah Center, PO Box 1040 Safat, 13011 Kuwait.
   Tel: 22961562; 22961566

   **The fee/service charge** for each contract is KD 45/-. Please collect receipt on payment.

**For any further clarifications** on the subject, please call the Embassy at 22530600 (Extension: 236, 220, 240, 251, & 233) between 0900 hrs-1630 hrs on working days (Sunday to Thursday) Fax: 22573902 email: labour@indembkwt.org

**Forms** can be downloaded from the Embassy’s website:


**Please advise the worker** to open a bank account in his/her own name in India before leaving for Kuwait.

**Please ensure** that information given in the data sheet and contract forms is correct.

**Labor Contract documents may be submitted to the Kuwait Union of Domestic Labour Offices (KUDLO):**
Hawally, Al-OTHMAN Street, Kurd Roundabout, Al-ABRaj Complex, Mezzanine Floor, Office No. 4B.
Tel: 22620980 /22620984 /22630488; Ext: 13/ 14/ 15/ 16/ 17 /18

**Forms that are not complete in every respect are likely to be rejected by the Embassy.**

The Embassy has the sole discretion to accept or reject a labour contract submitted to it for attestation.
1. Details of Sponsor
   - Name:
   - Nationality:
   - Civil ID number:
   - Occupation:
   - Monthly income / Salary:
   - Name of company / organization:
   - Telephone Numbers:
   - Residential Address:
   - Telephone Numbers:

2. Details of sponsor's Spouse
   - Name:
   - Nationality:
   - Copy of passport / Civil ID:
   - Occupation:
   - Monthly Income / Salary:
   - Name of company / organization:
   - Telephone numbers:

3. Size of family of Sponsor -
   - Number of children
   - Age of children

4. Description of Sponsor's residential accommodation:
   - Villa [ ]
   - Apartment [ ]
   - Total number of floors:
   - Total number of rooms:

5. Particulars of domestic workers presently employed by sponsor
   - Nationality
   - Male / Female
   - Salary
   - Employed as
   - Mobile Number
   - 1.
   - 2.
   - 3.
   - 4.

6. The new worker will be employed as:
   - HOUSEMAID [ ]
   - HOUSEBOY [ ]
   - COOK [ ]
   - DRIVER [ ]

7. Whether separate room available for the new worker:
   - Yes [ ]
   - No [ ]
   - If No, please explain [ ]

8. Particulars of new worker - Name:
   - Date of Birth:
   - Passport Number:
   - Bank account number in India:
   - Name & address of Bank:

9. Source from which this worker was selected for employment:
   - Through agency [ ]
   - Through relative / friend [ ]

10. Name of Agency / relative / friend:
    - Copy of Passport / Civil ID of the relative / friend:
    - telephone numbers:

Please attach copy of:
1. Passport of sponsor.
2. Passport of the worker.
3. Insurance for the worker.
4. Visa of the worker.
5. Passport or Civil ID of relative / friend (if applicable)

[Office stamp of Recruitment Agency]
(Sponsor’s Signature)
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: __________________________
________________________________________________
________________________________________________
Domestic Servants Work Contract

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

1) Nationality: Profession:
Civil ID/Passport No: Address:
Tel:
The First Party (Sponsor)

2) Nationality: Profession:
Civil ID/Passport No: Address:
The Second Party (Worker)

Both parties have affirmed that they are competent to conclude the contract and agreed thereupon as follows:

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 agreement is signed:

(الطرف الأول – الكفيل).

(الطرف الثاني – العامل).

Acer the FIrst Party has affimmed the contract and the Second Party has agreed to it.
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)

FIRST PARTY (الطرف الأول)

(الطرف الثاني)

الشروط الأخرى: 

1. 
2. 
3.

FIRST PARTY (الطرف الأول)

(الطرف الثاني)