Documents required for attestation of Employment Contracts for bulk recruitment (Visa No: 18)

- Employment Contracts (as per specimen), duly attested by the Kuwait Chamber of Commerce and Ministry of Foreign Affairs (in duplicate).

- Demand letter (as per specimen), duly attested by the Kuwait Chamber of Commerce and the Ministry of Foreign Affairs (in duplicate - on Company’s letterhead).

- Authorization letter to the Recruiting Agency in India (as per specimen), duly attested by Kuwait Chamber of Commerce and the Ministry of Foreign Affairs (in duplicate - on Company’s letter head).

- Copy of valid Registration Certificate of the Indian Recruiting Agency.

- Company License issued by the State of Kuwait (Arabic version and English translation on letterhead of authorized translators).

- Approval of Ministry of Social Affairs & Labour regarding grant of permit for recruitment of workers (as per prescribed format for government and private sectors). copy of original and English translation on letterhead of authorized translators.

- Copy of the project report, contract for the project, and any other related documents for recruitment of workers. (Arabic version and English translation on letterhead of authorized translators)

- Certificate regarding Authorized signatory of the company (copy), along with English translation on letterhead of authorized translators.

- Company profile / brochure, and information on earlier projects completed.

- Report on the manpower recruited from India for earlier projects, their utilization, and present status of the workers (whether contract terminated or extended).
EMPLOYMENT CONTRACT

On: ……./……/200……

This Contract has been agreed between each of:

First Party: .................................................................................................
...................................................................................................................

Represented by: ............................................................................................

Address: ........................................................................................................
...................................................................................................................

Second Party: ...............................................................................................
.....................................................................................................................

Nationality ....................................................................................................

Passport No: .................................................................................................
...................................................................................................................

On the following:

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

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

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

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

Sixth  Any matter not stated in this contract is subject to the terms of Kuwait Labour Law No. 38/1964.

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.

الطرف الأول
First Party

الطرف الثاني
Second Party
DEMAND LETTER TO REGISTERED INDIAN RECRUITING AGENCY
(ON COMPANY’S LETTER-HEAD)

Ref. No. ___________________ Date ____________

To

Name: ___________________
Address: ___________________
Telephone & Fax No.: ____________
Ministry of Labour Registration No: ___________________
(A copy of the Registration Certificate should be enclosed)

Subject: Recruitment of Manpower from India

Sir,

We wish to recruit workers from India for our ____________________________ under our sponsorship through your agency. The categories/terms/conditions of workers proposed to be recruited for employment and deployment in Kuwait are as under:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category/Designation</th>
<th>No. of workers</th>
<th>Salary per month (KD)</th>
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</table>

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)
AUTHORISATION LETTER TO RECRUITING AGENCY IN INDIA
(On Company’s Letter-head)

I, ................................., owner of M/s .............. (give name and full address of 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 (please give no. of workers both in figures and words)
personnel for service 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 of the authorized person)

Kuwait
Date: