

Embassy of India
Kuwait

Documents/Details required for Attestation of Employment contract for farm labourers and other categories of workers for deployment at Farms.

- Letter of Request from the Farm/Company to the Embassy of India, Kuwait (**as per specimen and on Farm's/Company's letterhead**)
- A copy of the valid licence of the Farm/Company. (with English translation by an authorized translator)
- A copy of Authorised Signatory Certificate (Ehtimad Tauqia) issued by the Ministry of Social Affairs & Labour of Kuwait. (with English translation by an authorized translator)
- A copy of Civil ID of the sponsor. (with English translation by an authorized translator)
- Copy of relevant documents/certificate regarding registration of Farm with Association/Federation of Farms. (with English translation by an authorized translator)
- A copy of the Lease Agreement with the Ministry of Finance of Kuwait. (with English translation by an authorized translator)
- A copy of Manpower Quota (Takdeer Ihtiyaj), as on date and categories wise (with English translation by an authorized translator)
- A copy of the valid passport of the worker.
- A copy of the valid visa of the worker.
- A copy of the Work Permit. (Thasreeh Al-Amal)
- Profile of the Farm/company(in English language)/ details about Farm: Map/photos/location/total area/size/number and nationality of workers already employed/nature of workers' duties/type of agricultural activities and name of agricultural products.
- Employment Contract (as per specimen), in duplicate, filled both in English and Arabic languages, duly signed by the employer/sponsor and attested by the Public Authority for Agriculture & Fisheries Resources (PAAFR) and the Ministry of Foreign Affairs of Kuwait. Privileges, such as Free Food or an allowance in lieu thereof; Free Accommodation or an allowance in lieu thereof; Free Transport or an allowance in lieu thereof, to be mentioned in the Fifth (Special Conditions) Clause of the Employment Contract.

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

دولة الكويت
وزارة الشؤون الإجتماعية والعمل
ادارة عمل محافظة

عقد عمل

On:/...../20.....

20 بتاريخ/...../.....

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: **Indian** Passport No:

الجنسية

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

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:-

خامس شروط خاصة:
بالإضافة إلى الأحكام الواردة في قانون العمل بالقطاع الأهلي ، يجوز لكلا الطرفين اضافة امتيازات عمالية أخرى على أن لا تتعارض مع القانون وبما يحقق فائدة للطرفين (العامل - صاحب العمل) . وتتمثل هذه الإمتيازات

1.....

-1

2.....

-2

3.....

-3

Sixth Any matter not stated in this contract is subject to the terms of Kuwait Labour Law No. 6 of 2010.

ساد كل ما لا يرد في هذا العقد سوف يخضع لأحكام قانون العمل الكويتي رقم (6) لسنة 2010

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.

سابعاً حرر هذا العقد من ثلاث نسخ بيد كل طرف نسخة والثالثة لدى وزارة الشؤون الإجتماعية والعمل.

الطرف الأول
First Party

الطرف الثاني
Second Party

LETTER OF REQUEST TO THE EMBASSY OF INDIA
(ON COMPANY'S/FARM'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 project/work site)

as per the following categories and terms & conditions:-

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

Total No. of workers: _____ (_____)
(in figures) (in words)

If the above-mentioned workers are to be recruited through a registered manpower recruitment agency in India, please give details of the agency, as below:

Name:

Address:

Telephone & Fax No:

Ministry of Labour Registration No:

(A copy of the valid Registration Certificate should be enclosed)

Terms and Conditions:

1. The contract is for years. The worker will be on probation for 100 days and will be confirmed on successful completion of probationary period.
2. The company/Farm will provide the following to the worker at the company's/Farm's cost:
 - Air ticket for initial travel to Kuwait and for return to India at the end of the contract.
 - Accommodation with 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).
 - Provision of Mobile Phone (with sim card) for each worker.

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 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 three 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.

Yours faithfully,

Signature_____

Name_____

Designation_____

(in respect of the Authorised Signatory)

(Seal of the Company/Farm)