

Embassy of India

Kuwait

Individual Recruitment: Documents required for attestation of Employment Contracts for Farm Worker (Art. No. 18)

- a) Letter of Request from the Farm/Company to the Embassy of India, Kuwait (**as per Specimen and on Farm/Company's letter-head**)
- b) A copy of the valid Licence of the Farm/Company, issued by the Ministry of Commerce & Industry of Kuwait/Public Authority of Industry of Kuwait. (with English translation by an authorized translator)
- c) A copy of the Authorised Signatory Certificate (Ehtimad Tauqia) issued by the Ministry of Social Affairs & Labour of Kuwait (with English translation by an authorized translator)
- d) A copy of Civil ID of the sponsor. (with English translation by an authorized translator)
- e) Copies of relevant documents/certificate regarding registration of Farm with Association/Federation of Farms. (with English translation by an authorized translator)
- f) A copy of the Lease Agreement with the Ministry of Finance of Kuwait. (with English translation by an authorized translator)
- g) A copy of Manpower Quota (Takdeer Ihtiyaj), as on date and categories wise (with English translation by an authorized translator)
- h) A copy of the valid passport of the farm worker/employee.
- i) A copy of the valid visa of the farm worker/employee.
- j) A copy of the Work Permit. (Tasreeh Al-Amal)
- k) Profile of the Farm/Company (in English language) / details about Farm: Map/photos/location/total area/size; Number of workers already employed (with nationality) in the farm, The contact mobile No. of Indian workers, Duties and agricultural activities of the workers and Name of agricultural products.
- l) Employment Contract (**as per Specimen**), in duplicate, should be filled in (both in English and Arabic languages), duly signed by the Authorised Signatory in the company and duly attested in the Public Authority for Agriculture & Fisheries Resources (PAAFR) and in the Ministry of Foreign Affairs of Kuwait.

Request Letter

The Request Letter duly signed by same Authorised Signatory with Seal of the Company should bear the correct date of signing. The Project Number, Details & Subject, Issuing Authority & Work-site should be mentioned in the beginning. The number of workers in similar categories may be combined in one letter but should not exceed ten (10), duly signed by same Authorised Signatory with Seal of the Company. It should be ensured that the Salary (Basic) is same as mentioned in the Work Permit. The category of employee mentioned in Request Letter should be same as the category mentioned in the Manpower Quota and Work Permit issued by Ministry of Social Affairs & Labour.

Terms & Conditions

- a) It may be specified that the period is One or Two years in case of 'Limited' Contracts. 'Unlimited' may be mentioned for longer periods.
- b) Air Ticket for annual leave in India after two years of service may be mentioned.
- c) Accommodation at Company's cost or allowance in lieu of may be mentioned.
- d) Food at Company's cost or food allowance in lieu of may be mentioned.
- e) Transportation at Company's cost or allowance in lieu of may be mentioned.

Employment Contract

The contents should be typed (in Arabic and English) without any corrections or over-writing, duly signed by the same Authorised Signatory with Seal of the Company.

First Clause: The job should be same as per category mentioned in Work Permit

Second Clause: The Salary (Basic) should be same as mentioned in the Work Permit

Third Clause:

- a) The Contract is **Limited** applicable for a period from date of arrival in Kuwait to one year (two years).
- b) The contract is **Unlimited** applicable for a period from date of arrival in Kuwait to unlimited years.

Fifth Clause: Free Accommodation or an allowance KD
Free Food or an allowance of KD.....
Free Transportation or an allowance of KD.....

Sixth Clause: The Kuwait Labour Law No. 6 of 2010 should be mentioned.

N.B.The Employer / Sponsor should ensure that one of the signed copies of the Employment Contract after attestation is handed over to the Employee/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 Kuwait Labour Law.
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 Kuwait Labour Law No. 6 of 2010.
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)

Kuwait

(Seal of the Farm/Company)

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:

First Party:

Represented by:

Address:

Second Party:

Nationality: **Indian** 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 (**Limited / Unlimited**) is applicable for period from date of arrival 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:-

- 1.....
- 2.....
- 3.....

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

قد تم الإتفاق والتعاقد بين كل من : -
الطرف الأول:

ويمثله السيد /
وعنوانه :

الطرف الثاني :
الجنسية
جواز سفر رقم:
وذلك على الآتي :

أولا يلتزم الطرف الأول بتعيين الطرف الثاني القابل للعمل لديه بوظيفة

ثانيا ويتقاضى الطرف الثاني راتبا وقدرهد.ك يدفع في نهاية كل شهر.

ثالثا يسري هذا العقد (لمدة غير محددة/ مدة محددة) اعتبارا من ولمدة

رابعا يجوز للطرف الأول تشغيل الطرف الثاني بأي من مؤسساته داخل دولة الكويت .

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-
- 2-
- 3-

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

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

الطرف الأول
First Party

الطرف الثاني
Second Party