



## RECRUITMENT AGREEMENT

M/S \_\_\_\_\_

and

ONE PLUS RECRUITERS

This recruitment agreement is entered into this 20<sup>th</sup> June, 2020 by and between:

**COMPANY NAME**, with office address at ....., KSA, henceforth referred to as the **CLIENT**, represented by ..... in his capacity as the General Manager;

- and -

**ONE PLUS RECRUITERS**, with office address at Office No.7 1st Floor, 32M Manzoor Plaza M Block Ext. Model Town Lahore Pakistan, henceforth referred to as the **AGENCY**, represented by **Nasir Mahmood**, in his capacity as the General Manager /CEO.

### 1.0 GENERAL PROVISIONS

- 1.1 The **CLIENT** will engage the services and utilize the facilities of the **AGENCY** for the purpose of recruiting, processing and documenting, and dispatching Pakistani contract workers hired through the **CLIENT**, for its business operations in KSA.
- 1.2 The Legal Representative shall make available to the employer/Foreign Principal pre-screened applicants as requisitioned. As may be agreed upon by the parties, the Employer/Foreign shall have the final authority on the selection, in Pakistan, of personnel for employment and that selection shall satisfy the requirements of the Employer/ Foreign Principal for all intents and purposes.
- 1.3 The services of the said Legal Representative shall include, but shall not be limited to, medical examination, processing, documentation, mandatory briefing/orientation on the working and living conditions of the country of employment, facilitating documentation for travel, like security and police clearance, passport, etc.
- 1.4 This Representative shall also, when authorized in writing by the Principal, sign the individual Employment Agreement which shall be binding for all parties.

### 2.0 SUBJECT AND TERMS OF AGREEMENT

- 2.1 The said representative for operation in ..... It shall also avail of such services and the **AGENCY** hereby undertakes to provide the **CLIENT**, effective as of the commencement date provided.
- 2.2 The **AGENCY** shall provide the manpower needed by the **CLIENT** according to the job specifications and quantities listed in the schedule in writing by the **CLIENT**.

### 3.0 CONDITIONS OF AGREEMENT

- 3.1 The **AGENCY** shall provide the **CLIENT** free transportation to and from his place(s) of accommodation in the Pakistan for the entire duration of the (their) recruitment mission, including free lunch and snacks, interview room(s), and use of computer(s)



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internet and color printing access. Leisure trips within the Pakistan at the end of the recruitment mission may also be arranged in which case the AGENCY shall provide the CLIENT'S representative(s) with free transportation.

- 3.2 In case of publishing a paper advertisement, the AGENCY is to publish, within two (2) successive but separate weeks, on a locally issued newspaper of received job orders from the CLIENT. Advertisement shall be reviewed and approved by the CLIENT before publication. Cost of newspaper advertisement shall be paid by the CLIENT.
- 3.3 The AGENCY should interview and pre-select manpower candidates prior to recommending to the CLIENT. The AGENCY is responsible for entire documentation as required by the CLIENT and present to the client one (1) set of documents for each selected candidates at the time of departure.
- 3.4 Mobilization of selected manpower shall be within thirty (30) days after approval by the CLIENT (Note: That is if all documentation coming from the CLIENT was approved by the Bureau of Emigration & Overseas Employment (BEOE) - Government of Pakistan office starting of the counting of 30 days.)

If the AGENCY fails to deliver any of the manpower within thirty (30) days after approval by the CLIENT, unless such failure result due to circumstances beyond the AGENCY'S reasonable control (*force majeure*) of which should be put in writing, then the AGENCY shall pay to the CLIENT the sum equivalent to ten percent (10%) of the second installment of the fees.

- 3.5 The CLIENT shall be responsible for securing valid entry and exit work visas, as well as residence and work permits required in the country of assignment. The CLIENT shall be responsible for the cost of securing visas, as well as renewal of residence and work permits, and shall not deduct the cost of the visa and residence fees on the candidates, even in the event of termination or resignation. The CLIENT shall also be responsible for the confirmation of Prepaid Ticket Advise (PTA) sent for the selected candidates.

### 4.0 AGREEMENT FEES, COST AND TERMS OF PAYMENT

- 4.1 The CLIENT shall pay the AGENCY, in exchange for it services, an amount in US Dollars within the following details and limits:

Categories	Recruitment Service Fees (RSF) per person to be paid by the CLIENT	Processing and Documentation and Compulsory Insurance Fees (PDF) per person to be paid by the CLIENT
A. Professional workers (Medical Staff, Marketing, Sales , engineers, accountants, managers, information technology	<b>One Month (1) Salary</b> shoulder by the employer and deducted	<b>US\$ 350</b> Shouldered by the employer



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consultants, including certified welders, etc.) others as details from time to time.	as installment to the Worker	
B. Skilled workers (draftsmen, tradesmen, carpenters, electricians, steel fixer, plumbers, etc.) other as detailed from time to time.	<b>One Month (1) Salary</b> shoulder by the employer and deducted as installment to the worker	<b>US\$ 350</b> Shouldered by the employer
C. (General workers, helpers, janitors, waiters, receptionist, all operation team etc.) upon the arrival in .....	<b>One Month (1) Salary</b> shoulder by the employer and deducted as installment to the worker	<b>US\$ 350</b> Shouldered by the employer

4.2 Any doubt on the category should be clarified in writing by the AGENCY.

4.3 Subject to clause 4.1 above, the agency's fees shall be paid as follows:

(a) Upon confirmation of the Job Order (JO) by the CLIENT, FIFTY PERCENT (50%) of the Recruitment Service Fee as per 4.1 becomes due. The AGENCY shall invoice the CLIENT accordingly. The CLIENT shall pay the AGENCY before any evaluation forms of the short-listed candidates are sent.

(b) FIFTY PERCENT (50%) of the recruitment service fees shall be paid after final selection of the ordered manpower. The FIFTY PERCENT (50%) payment will be forwarded/transferred to AGENCY'S bank account within ten (10) business days before departure.

(c) The AGENCY'S bank account information: Account Name: \_\_\_\_\_;  
Bank Name: \_\_\_\_\_; Bank Account No. \_\_\_\_\_  
\_\_\_\_\_ (US Dollars); Branch: \_\_\_\_\_ Pakistan

(d) All fees should be paid by bank (wire) transfer. Bank charges and/or remittance fees are for the account of the CLIENT.

(d) ONE HUNDRED PERCENT (100%) of the Processing and Documentation Fees (PDF) also becomes due upon final selection of candidates and/or final advice of names of referred candidates, as per clause 4.1. The CLIENT shall pay the AGENCY before any processing of selected and/or referred candidates' documents is done.

4.3 Paying any fees to the AGENCY requires submitting the following documents: Fee note or invoice issued by the AGENCY with respective order from the CLIENT.

- Prepaid Ticket Advise (PTA) copies as proof of travel.
- Copies of offer letter.

4.4. FEES AGAINST WORKERS - The Employer/Foreign Principal approves and fully concur with the imposition by the Company/



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Representative of fees against the workers, in accordance with the Rules And Regulations of Bureau of Emigration & Overseas Employment Government of Pakistan.

It is understood that no other fees in whatever form, manner of purpose shall be imposed upon the workers by the Agency, other than a cost for personal documentation fee. / processing. All payments made by the workers shall be cover by appropriate the personal expense to be shouldered of the candidate as follows:

- A, Passport
- B. Employment Certification attestation
- C. NAVTTC Reports
- D. Medical Examination
- E. Embassy Authentication (If necessary)

### 5.0 CONTRACT LIABILITIES

- 5.1 The AGENCY assures to pre-screen the suitability of all candidates before presenting them to the CLIENT for interview.
- 5.2 The AGENCY shall replace the worker does not complete three (3) months probationary period no service fee to be charged to the CLIENT. The CLIENT will make a letter indicating the reasons of failure during the probationary period and to be signed by the worker and sent a copy to the AGENCY.
- 5.3 The CLIENT required should be conducted final interview for applicants in the Pakistan or phone interview. If the worker does not qualify the client's requirement during the probationary period, the AGENCY shall not be responsible to any expenses.

### 6.0 ASSIGNMENT

- 6.1 The AGENCY shall not assign the contract or any part thereof or any benefit or interest therein, directly or indirectly, without the prior written consent of the CLIENT.
- 6.2 The CLIENT shall provide the AGENCY a copy of letter signed by the worker stating the reason why he was not able to complete the three (3) months probationary period or resignation or employer termination of the worker or police report if the worker commits a crime. (Note: This letter will be presented to BEOEP for protection of the CLIENT and AGENCY for blacklisting to recruit.)
- 6.3 The AGENCY recommends that all technical, non-technical and skilled and non-skilled candidates must undergo a trade test to ensure that all selected workers are qualified.



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### 7.0 EMPLOYMENT

- 7.1 The recruits shall take up employment under the standard employment contract based on the approved wage schedule of Pakistan, the Department of Labor and Employment and/or concerned government authorities in KSA.
- 7.2 In case of renewal of employment contract between the employer and the same employee; said employee maybe entitled to a reasonable adjustment in salary and benefits in accordance with the employer's pay scale and practices.

### 8.0 AUTHORITY, JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE

- 8.1 The CLIENT authorizes the legal representative (AGENCY) as its duly constituted agent and representative in all matters involving the recruitment and hiring of Pakistani workers for overseas jobs. By virtue of said authority, the legal representative (AGENCY) is granted the following powers of obligations:
  - 8.1.1 To represent the CLIENT before any government and private offices/agencies in Pakistan solely in matters involving the recruitment of Pakistani contract workers;
  - 8.1.2 To enter into any and all contracts with any person, corporation, institution or entity in a joint venture or as partner in the recruitment, hiring and placement of Pakistani contract workers for overseas employment;
  - 8.1.3 To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making the necessary steps to facilitate the departure of the recruited workers;
  - 8.1.4 To bring suit, defend and enter into compromises in our name and stead in litigations brought for or against us (CLIENT) in all matters involving the employment of Pakistani contract workers for myself (our company);
  - 8.1.5 To assume jointly and severally with the undersigned (CLIENT) any liability that may arise in connection with the worker's recruitment and/or implementation of the employment contract and other terms and conditions of the appointment as defined and spelled out in the attached agreement, which we have previously executed.

### 9.0 SETTLEMENT OF DISPUTES

- 9.1 In case of dispute arising from the implementation of the employment contract between the employer and the contracts workers, all efforts shall made to settle amicably. If necessary, such negotiation is undertaken in cooperation and with the participation of the Pakistani Labor Attaché/Consulate nearest the site of employment.
- 9.2 In case the amicable settlement fails, the matter shall be submitted to a competent or appropriate body in KSA, Labor Office. During the process of settlement, or while the case is pending, the pending worker shall endeavor to fulfill his contractual



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obligations and shall ensure that such obligation shall be undertaken without duress or discrimination.

- 9.3 In case of dispute involving this recruitment agreement, the parties thereto must attempt to resolve them amicably. If the effort to amicably settle fails then the parties may resort to voluntary arbitration by choosing their panel of arbitrators or compulsory arbitration before the courts of competent jurisdiction. In case of voluntary arbitration, the award shall be final and binding upon both parties. All actions may be commenced and tried where the plaintiff or the defendant resides at the election of the plaintiff.

### 10.0 DEFAULT AND EXPIRY/TERMINATION

- 11.1 If the AGENCY fails to deliver any of the Manpower within thirty (30) days after approval by the CLIENT, unless such failure result due to circumstances beyond the AGENCY'S reasonable control of which should be put in writing, then the AGENCY shall pay to the CLIENT the sum equivalent to (10%) of the second installment of the fees for categories A, B, and C.

11.1.1 The AGENCY'S failure to provide any of the manpower by the CLIENT for a period of more than thirty (30) calendar days after the date agreed upon between the two parties during the CLIENT'S interview in the Pakistan.

11.1.2 The AGENCY'S failure to provide the manpower matching the specifications ordered by the CLIENT.

11.1.3 Any case of ill-treatment or unjust handling of the representative of the CLIENT by the staff of the AGENCY itself.

### 11.0 REPORTING

12.1 The AGENCY is held responsible to provide the CLIENT with accurate and complete status of visas in an agreed format every Saturday, until the end of the contract.

12.2 The AGENCY to maintain a complete record of the list of visa and the candidates deployed successfully against the visa.

### 12.0 CONFIDENTIALITY

12.1 No party shall disclose to any third party the specific terms of this Agreement.

### 13.0 LANGUAGE OF AGREEMENT

13.1 The Agreement language is English and the parties agree to be bound by it.



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### 14.0 GOVERNING LAW

14.1 This agreement shall in all respects be interpreted and construed in accordance with and governed laws of the Islamic Republic of Pakistan, but not to the exclusion or prejudice to the law of the country of employment, international laws, covenant and practices. If any provision of this agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed not to be part of this agreement and the parties agree to remain bound by all the remaining provisions.

### 15.0 VALIDITY AND TERMINATION

15.1 This recruitment agreement shall be in effect for a minimum period of one (1) year from the date appearing herein, unless sooner terminated by either party after thirty (30) days prior written notice. In any case, the responsibilities of the parties shall be in effect up to the completion of the last employment contracts signed with a recruited worker and the right if the workers recruited under this agreement must be recognized and terms and conditions of the contract employment shall be strictly adhered to and complied with. In the event of termination, the CLIENT shall pay all sums due hereunder for the services availed of and performed through the effective date of termination. Upon payment of such amount, the CLIENT shall have no further obligations to the AGENCY. Unless either party so notifies the other of termination after the first year, this recruitment agreement shall be in effect for the succeeding years.

Facsimile or electronic versions of this recruitment agreement shall be binding as originals.

**IN WITNESS WHEREOF**, we have hereunto set our hands this 25<sup>th</sup> of June, 2020, in KSA and Lahore, Islamic Republic of Pakistan.

FOR:

**COMPANY NAME**

FOR:

**ONE PLUS RECRUITERS**

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**SPONSOR'S FULL NAME**  
General Manager

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**AGENCY REP'S NAME**  
Position