

## **RECRUITMENT AGREEMENT**

This Agreement is entered into by and between the following parties:

**M/s. XYZ CO** having its registered office at, **Address: XXXXXXXXXXXX SAUDI ARABIA**, hereafter called the "EMPLOYER" represented by **Mr. \_\_\_\_\_**.

**And**

**M/s SMC Group** License No. **(B-0424/DEL/COM/1000+5/8901/2012)** having its registered office at 27-B, KHIZRABAD NEAR LIONS Hospital, New Delhi-110025, India, hereinafter called the "AGENCY" represented by **Mr. Sanjeev Suman**

Whereas the EMPLOYER requires recruiting Manpower from India or from any other country to work at the Company's facilities in \_\_\_\_\_, Saudi Arabia and the AGENCY agrees to provide recruitment services to the EMPLOYER from all its offices as per the following agreement.

### **CLAUSE 1: GENERAL PROVISIONS**

- 1.1 The EMPLOYER shall utilize facilities and service of the AGENCY for the purpose of pre-screening, recruiting, processing and documentation of workers hired through the said AGENCY for its projects in Saudi Arabia. It shall also avail such services and facilities for the re-hiring of the workers as and when required.
- 1.2 The AGENCY shall make available to the EMPLOYER pre-screened manpower as requisitioned. The EMPLOYER shall have the final authority on the selection of the personnel for employment and may reject any personnel who do not satisfy qualifications or other requirement.
- 1.3 The EMPLOYER shall provide the AGENCY with a Demand Letter defining the projected categories, numbers and basic monthly salary range and other facilities with the Power of Attorney and Specimen Employment Agreement on Company's official Letter Head with authorized signatory and company's seal and any other documents as and when required by the Saudi Embassy.

## **CLAUSE 2: AGENCY DUTIES AND OBLIGATIONS**

**The scope of responsibility of the AGENCY shall include the following:**

- Pre-screen and shortlisting candidates according to the required qualification & experience given by the EMPLOYER.
- Submit to the EMPLOYER, CVs of pre-screened and shortlisted candidates.
- Submit valid documents of selected candidates.
- Complete medical and other formalities as required by the Law of the pertaining country.
- Inoculation and health certificates of selected candidates, if required.
- Governmental documentation (POE etc).
- Coordinate with the EMPLOYER i.e. facsimile, telephone, e-mail courier service, mail etc and update the Employer of the current status.
- Mandatory briefing/ orientation of the working conditions, salaries etc of the country of employment to the candidates.
- Arranging the candidates according to the time frame agreed for deployment.

## **CLAUSE 3: ADVERTISEMENTS**

3.1 The AGENCY will advertise or use other means at its disposal / discretion to make available the best candidates for interview and selection by the EMPLOYER without any cost impact on EMPLOYER.

## **CLAUSE 4: DEPLOYMENT OF WORKERS**

The AGENCY must expedite the on-boarding process of the selected candidates and shall manage to deploy selected workers to Saudi Arabia within 4 to 6 weeks from the date of receipt of accepted job-offer from the candidate and visa document from the EMPLOYER.

## **CLAUSE 5: AUTHORITY JOINTLY AND SOLITARY OF EMPLOYER**

The authority of the **Agency** shall be strictly limited to the powers granted to it pursuant to this Agreement or as may be extended or varied by **EMPLOYER** from time to time

**EMPLOYER** shall not be liable in any way for any acts, representations or dealings which **Agency** conducts outside its specific, actual authority as given herein and **Agency** shall

indemnify **EMPLOYER** for any and all claims, losses, damages of whatsoever nature incurred by **EMPLOYER** as a result of **Agency** exceeding its authority.

#### **ARTILCE 6: DURATION OF AGREEMENT**

This Recruitment Agreement shall be in effect for 24 months from the date of signing this contract. The EMPLOYER keeps its right to terminate this agreement with a prior written notice of 30 days.

Employment contract of all recruited workers shall remain in effect after termination of this Recruitment Agreement.

#### **CLAUSE 7: ENTIRE AGREEMENT**

The Agreement shall not be amended, modified, supplemented, explained or waived by either or by oral representations, custom or prior dealing among the parties or by other means except by an instrument in writing signed by duly authorized representative of the EMPLOYER and the AGENCY.

#### **CLAUSE 8: COMMUNICATIONS**

8.1 Any notice or other communications and this Agreement shall be addressed to the recipients address stated in the preamble or to such other address from time to time.

8.2 Any notice or other communication under this Agreement may be made by letter delivered personally or sent by first class prepaid airmail or by telefax and shall be deemed to be served, if posted at expiration of 10 days after posting and if sent by telefax at the time of receipt as evidenced by receipt slip.

#### **CLAUSE 9: PERIOD OF EMPLOYMENT CONTRACT**

The duration of Contract for all recruited workmen subject to the agreement will be 2 years. In case, contract is not renewed for additional period, then EMPLOYER will provide one way air ticket to all workmen to go back to their home country.

#### **CLAUSE 10: PAID LEAVE / VACATION**

As per Kingdom of Saudi Arabia Labor Law.

**CLAUSE 11: TERMS AND CONDITIONS FOR RECRUITMENT MANDATE:**

- All the fees related to Permanent Visa (PV) and Fixed Term Visa (FTV) shall be paid according to the below schedule:

Sr. No.	Description	Categories							
		Management Staff		Supervisor/ Foreman		White Collar Staff		Blue Collar Staff	
		PV	FTV	PV	FTV	PV	FTV	PV	FTV
1	Visa Endorsement Fee	Self	Self	Self	Self	Self	Self	Self	Self
2	Protection Fee	Self	Self	Self	Self	Self	Self	Self	Self
3	Trade Test	N/R	N/R	N/R	N/R	N/R	N/R	Self	Self
4	Medical	Self	Self	Self	Self	Self	Self	Self	Self
5	Degrees/Documents Attestation	Self	Self	Self	Self	Self	Self	Self	Self
6	Air Ticket	Self	Self	Self	Self	Self	Self	Self	Self
7	Agency Fee (Recruitment, Processing & Mobilization)	Self	Self	Self	Self	Self	Self	Self	Self

- All the local expenses in the country of origin shall be borne by the candidates. These expenses include third party fee, embassy fee, protection of immigrant fee, tax, local travelling, etc.
- In addition to the above any other cost related to mobilization of the individual like out of pocket expenses to be borne by the individual or **EMPLOYER** as the case may, the same shall be advised to **Agency** at that time.

**IN WITNESS WHEREOF** we have here into set our hands on this 21<sup>th</sup> of **March** 2016.

For and on behalf of both the parties:

M/S. \_\_\_\_\_  
SAUDI ARABIA

M/S. SMC GROUP  
NEW DELHI, INDIA

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Mr. -----  
Deputy Corporate Manager

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Mr. Sanjeev Suman  
Managing Director

Date:.

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