



وكالة النجمة الدولية للتوظيف

AL NAJMA INTERNATIONAL RECRUITMENT AGENCY

Ref: ANIRA/CLIENT/00//001/2024

AGREEMENT FOR RECRUITMENT SERVICES

This agreement made on **** 2023 between M/s ***** of one part, hereinafter referred to as "Client" and M/s. Al Najma International Recruitment Agency, Chennai, Tamil Nadu, India, (RA-Regn.no:Chennai/Proprietorship/5795919/2023/1000+) of the other part, hereinafter referred to as "Recruitment Service Provider" or "RSP" ...

- Whereas the Client company which is specialized
- RSP is engaged in the services of providing suitable candidate/s for the job profiles given by the Client as and when specific requirement is made for.

Now, therefore this agreement witnesses as under:

1. Scope of Services:

The Client agrees to engage the RSP for

- Screening, Short Listing, Selecting Suitable Candidates and recommending them to the Client in the form of resumes for final interview/selection.
- Terms of this agreement also apply to Client group companies, Subsidiaries, Deputations and its business associates for different locations unless a separate agreement is entered into, for other considerations

2. Period of Agreement:

2.1 The term of this agreement shall be with effect from date..... and will remain in force for the period of 1 year from the Start Date unless or until terminated by either party giving the other party not less than one (1) month

3. Recruitment Process and Responsibilities:

3.1 It is the RSP'S responsibility to provide a copy of its terms of business before providing its own services to the Client and to inform the Client that:

- The RSP'S capacity will be that of an Employment Business its terms of business for acting employment agency are available on request

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b On receipt of information regarding manpower requirement RSP shall identify Candidates, Scrutinize bio-dates for correctness of information provided as declared by candidate and forward to **Client** within 7 days.

c. **RPS** shall schedule short-listed candidate for interviews with required testimonials at the interview stage. In case additional details checks, tests or interviews are required to be conducted by the **RSP** candidate profile will be provided in 15 days

d. **RSP** Shall submit, on receipt of information about the joining of the selected candidates.

3.2 It is the Client's responsibility to give the RSP sufficient information to enable selection of a suitable person to perform the services, including

- Company profile and Hr practices
- Details of vacancies, estimated date of closure, experience, age, qualification, Pay Scale range, Job Description and other related details in the form of "Demand Check List "as per the Annexure -A required with written confirmation
- Any applicable constraints on working location and times
- The start date and likely duration
- Any expenses payable
- Details of any known health and safety risks, and of the steps taken to prevent or control such risks
- Client** shall provide details of position on Hold, Positions Postponed or Positions filled up as and when such information is available so that work may be stopped by the RSP in this regard
- Client** shall provide inputs by mail or phone after short-listing the candidates and Details of Date, Time and Venue for interviews to be scheduled
- Client** will provide manpower requirement details in the specified format giving
- Client** shall provide details from time to time by mail or phone about the Interviews, Short-listing, Selection, Details of CTC offered, Issue of Letters, Date of Joining and Joining confirmation of candidates
- Client** shall provide air tickets and visa and other requirements as per POEA policy.
- RSP** shall submit, on receipt of information about the joining of the selected candidates.

4. Ownership of Profiles:

4.1 Candidate profile submitted to the **Client** shall remain the property of the **RSP** for the period of 30 days from the date of sending the profiles. In the event the candidates whose resumes are sent by the **RSP** are recruited by the **Client** in any position during this period, the **Client** will, without prejudice inform the **RSP** and the **RSP** will Charge the Candidate.

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Replacement Guarantee:

If a candidate recruited through RSP leaves client employment within the first one (1) months of the date of commencement RSP will endeavour to find a replacement free of charge. And RSP has been notified in writing within Five (5) days of the occurrence of a termination, providing the termination is for reasons other than retrenchment, (Medically unfit) change of job description or working conditions. This replacement guarantee is valid for a period up to 1 months from termination or occurrence date and as the replacement guarantee relates to a specific job description RSP reserve the right to negotiate replacement terms should changes occur in the role originally recruited for and is non-transferable. If the replacement guarantee has not been utilized within 3 months of the candidate leaving, the offer will be rescinded. Where a replacement is recruited there will be no guarantee period applicable for such a placement. For the avoidance of doubt there is no replacement guarantee on a fixed term placement

6. Termination:

A Contract may be terminated by either party giving the other written notice of the Notice Period specified in the Schedule.

6.1 The Client by Immediate Notice, if the Service Provider fails to provide the Services in accordance with these terms, provided the Client gives full written details and such further cooperation as the RSP reasonably requires; the Client acknowledges that such right to terminate is the Client's sole remedy against the RSP for any such failure, without prejudice to any rights it may have against the Service Provider.

6.2 By either party by Immediate Notice, if the other is in material breach of contract, or is in breach of contract and fails to remedy the breach within fourteen days of being required in writing to do so, or if the other becomes insolvent or ceases to carry on business, or if any preliminary step is taken towards the other's liquidation winding up receivership or administration (other than for bona fide reconstruction or amalgamation).

7. Non Pouching:

7.1 RSP will not solicit or endeavor to entire away in any manner whatsoever any of the client employees the Client agrees not to poach employees currently working with the RSP during the period of this agreement unless expressly agreed.

8. Credit for introduction:

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8.1 In case the same candidate has been referred to your company through another recruitment firm, the firm who sent the profile first will be given the credit of placement and this will be communicated to both firms.

9. Liability:

9.1 The Client acknowledges and agrees that the RSP is engaged to perform the Services as specified in the Schedule as an independent professional, and that neither the Service Provider nor any person engaged on the provision of services is under the control of the Agency; and therefore that the Agency is not itself liable for any wrongful negligent or unlawful acts defaults or omissions of the Service Provider or any such person whilst performing the Services. In no event shall **RSP** be liable under any claim made by the Client.

10. Miscellaneous:

10.1 This Agreement constitutes the entire agreement between Client and RSP with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, with respect to such subject matter. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of India and the parties irrevocably submit to the exclusive jurisdiction of the Chennai courts.

11. TERMS AND CONDITIONS:

11.1 For Overseas Recruitment – Required from the **Client**

Legal required for recruitment – Demand letter, Power of Attorney & Service Agreement / Guarantee Letter (This is to enable us to source the qualified workforce as per your requirements and also we need to have stated documents from your end)

Payment Terms

1. Client will provide recruitment service charges to the RSP within 10days once arrived candidates.

For
Al Najma International Recruitment Agency

For
company name

Authorized Signatory

Xxxx xxxx
Name of the signature authority
Position

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