#### RECRUITMENT PROCEDURES

#### **Placement of Demand Letter**

The employer willing to use the services of BOESL for employment of Bangladeshi people may establish direct contact with BOESL or send a demand letter for workers to the nearest Bangladesh Mission. To take quick action on the demand letter, it is necessary to state the type of workers required, nature of work, number of workers, wages/salary, qualifications and experience and other terms and conditions of service and benefits the employer would like to offer. The employer may contact BOESL by E-mail/Fax/Courier.

## **Power of Attorney**

In the event of stamping visa in Bangladesh for the selected workers, the employer should authorise BOESL to recruit workers and to apply for visa. This Power of Attorney must be attested by the Labour Attaché or any authorized officer of the Bangladesh mission in the host country. If a Recruiting Agent of a foreign country is willing to deal with BOESL for recruitment on behalf of any employer, he should forward his Registration Certificate to operate business in the country where the workers will be employed.

## Visa Advice / N.O.C. / Work permit

Documents granting permission of the competent authority for employment of Bangladeshi workers in that country i.e. Visa Advice / N.O.C. / Work Permit should be sent to BOESL.

## **Employment Contract**

Standard form of employment contract in English should be sent to BOESL in which the following conditions are to be clearly stated:

- ➤ Wages/Salary;
- ➤ Working hour;
- > Overtime Allowance:
- ➤ Traveling Expenses;
- ➤ Medical Facilities:
- ➤ Food and accommodation facilities: (Free food and accommodation are to be generally provided by the employer for unskilled and semi skilled workers. In the absence of such facility they should be provided with adequate food allowances/cooking facilities. Highly technical or professional personnel need not be provided with free accommodation and food, but in that case adequate allowances should be provided).
- > Weekly holidays and annual holidays
- > Other conditions shall be according to the Labour Laws of the host country and
- > The employers shall enter into and agreement with the recruited workers.

## **Agency Agreement**

The employer may enter into an Agency Agreement with BOESL. Agency agreement stated the responsibilities of the both parties and all terms & conditions to implement the migration process smoothly & legally.

## **SELECTION PROCEDURE:**

#### **Advertisement of Vacancies:**

On receipt of the authentic demand letter either through Bangladesh Missions abroad or directly from the employers, the BOESL collects CVs through any one or a combination of the following processes to line up the suitable candidates for consideration of the employer.

- > Newspaper advertisement
- > Advertisement through website.
- > Advertisement on Notice Board
- ➤ Job Seeker from Data Bank of BOESL
- > From Specialized Departments.

#### **Receipt of CVs:**

Through wide circulation CVs thus received/collected are scrutinized by a committee of expert for short-listing as per requirements of the employers, (if desired by the employers). The short listed CVs are sent to the employer (if desired) or will be kept in the office for interview and final selection by the employer's Selection Team(s). BOESL prefers that selection of workers be made by the employers or by their authorized representatives directly.

#### **Selection of Candidates:**

The employers or their representatives carry out interviews/trade tests and do the final selection of candidates for which BOESL provide necessary assistance and logistic support, like issuance of interview cards, arranging suitable place for interview/written test, and practical trade test, if necessary.

BOESL always prefers to select the workers by the employer or his representative directly BOESL may also select workers on behalf of the employers through its committee of experts, if so desired by the employer.

#### **Medical Test:**

The finally selected candidates are sent for medical examination only to the appointed/authorised Medical Centers. Generally they are examined at the Medical centers enlisted by the Embassies of the employers' countries.

Sample of Demand Letter

## FORMAT OF DEMAND LETTER

	TORWINI OF BEHING BETTER				
Date .					
To					
The M	Ianaging Director				
Bangla	adesh Overseas Employment and Services Limited (BOESL)				
Probas	shi Kallyan Bhaban, 71 - 72, Eskaton,(4 <sup>th</sup> Floor)				
Dhaka	a-1000, Bangladesh.				
	Subject: Demand Letter				
Dear S	Sir/Mangaging Director				
	ereby place the following demands for dispatch of manpower to work with our organization the following terms and conditions:				
	o. Name of Post/Trade Number of Vacancy Monthly Basic (USD)				
1.	<u>, (ess)</u>				
2.					
3.					
	s & Conditions of Employment				
(1)	Duration of service contract: 02(Two) years and renewable				
(2)	Probation period: 03(Three) months				
(3)	Air Ticket: Joining Air ticket shall be borne by and return air ticket will be				
	vided				
	by the company after successful completion of service tenure				
(4)	Accommodation: Provided by the company				
(5)	Food: Provided by the company				
(6)	Working hours :08 hours+ overtime as per labor law of the country				
(7) the	Over time allowance :125% on working days and 150% on holidays or as per the law of company				
(8)	Medical: Primary Medicare Provided by the company				
(9)	Holiday :1 day in a week				

Other terms and conditions of service will be as per Labor Laws of our country.

Thanking you.
Yours faithfully

## **POWER OF ATTORNEY**

Sample of Power of Attorney

We M/s.		
	•••••	
Address:		
(Write your company detailed addres	s here)	

We, do hereby appoint and nominate the Bangladesh Overseas Employment and Services Limited (BOESL), Probashi Kallyan Bhaban (4th Floor), 71-72 Eskaton Garden, Dhaka- 1000, Bangladesh to be our lawful attorney and Recruiting Agent in Bangladesh in respect of handling all the affairs concerning submission of passport(s) for visa endorsement to the Embassy, arrangement for their passage to work site and to sign all necessary documents required by any concerned office(s) in Bangladesh in connection with the recruitment of workers to work with our organization.

Authorised Signature (Company's authorized persons signature with seal and date)

Sample of Agreement between employer and employee

## FORMATE OF AGENCY AGREEMENT

# This Agreement is signed BETWEEN

M/s	
Address	
(Hereinafter refered to as the "Principal") on the one part.	

AND

Bangladesh Overseas Employment And Services Ltd. (BOESL)

Probashi Kallyan Bhaban (4th Floor), 71-72 Eskaton Garden, Dhaka- 1000, Bangladesh (Hereinafter refered to as the "Agent") on other part.

#### **OBJECTIVES**

Whereas the Principal is an employer based in Egypt and wishes to hire works for employment in his organization from Bangladesh and whereas the Agent is a state owned manpower recruiting company in Bangladesh which is licensed and experienced in the recruitment of workers and has the facilities and personnel to perform such requirement services.

Now it is hereby agreed as follows:

- 1.0 GENERAL PROVICIONS
- 1.1 The principal shall utilize the facilities and services of the Agent for the purpose of perselection, recruiting and documentation of workers hired with the assistance of the Agent.
- 1.2 The Agent shall use its best endeavors to obtain for the Principal the most qualified and suitable candidates, as per requirements of the Principal.
- 2.0 RESPONSIBILITIES OF THE PRINCIPAL
- 2.1 The Principal shall inform the Agent in writing of the vacancies available, giving the detailed job descriptions, salary and other terms and conditions of services of workers.
- 2.2 The Principal shall provide necessary documents to the Agent such as Demand letter, Power of Attorney, Visa Advice, Visa authorization letter, service contract, etc. of workers attested by Bangladesh Embassy in host country or Ministry of foreign Affairs of employer's country.
- 2.3 The Principal shall send their representative to conduct interview for the selection of the workers directly.

- 2.4 The Principal shall provide full information to the Agent well in advance about the recruitment plan and lifting schedule of the selected workers.
- 2.5 Individual Service Contract shall be signed between the Principal and the workers after final selection of the workers.
- 2.6 The Principal shall arrange to receive the workers at the airport upon their arrival.
- 3.0 RESPONSIBILITIES OF THE AGENT
- 3.1 The Agent shall advertise the requirement of the Principal (if necessary) and send or forward the short listed C.V's to the Principal for their further scrutiny.
- 3.2 The Agent shall verify the authenticity of the certificates relation to the educational and professional qualifications and the personal or business reference of the applications, if necessary.
- 3.3 After receiving the names of the short listed candidates from the Principal the Agent will inform the candidates of interview program.
- 3.4 The Agent shall book suitable hotel accommodation from the recruiting delegation of the principal in Dhaka as per Principal's request & also receive the delegation at Dhaka Airport.
- 3.5 The agent shall provide accommodation facilities for conducting interviews. If necessary agent shall have to provide separate rooms for each interviews with adjoining waiting room. There should be efficient secretarial, telephone & fax facilities. The Agent shall provide trade testing facilities where necessary. The Agent shall provide all logistic support to the representative of the principal to make recruitment trip success.
- 3.6 The Agent shall arrange medical examination of the finally selected workers to ensure that only the medically fit workers will be sent for employment.
- 3.7 The Agent shall also select workers on behalf of the Principal through a Committee of experts if Agent is authorized to do so. But the Agent will always prefer selection of workers by the representative of the principal directly.
- 3.8 The Agent shall arrange necessary briefing/orientation course for the workers on the relevant rules & regulations prior to their departure.
- 3.9 The Agent shall facilitate all the necessary documentation of travel, security and emigration requirement in order to enable the workers to arrive in their working place in time.
- 3.10 The Agent shall in all recruitment matters act loyally and faithfully to the Principal & Observe all his directives and instructions.
- 3.11 The Agent shall promptly bring to the notice of the Principal any information received by them which is likely to be of use of benefit to the Principal in the recruitment of workers.
- 4.0 FINANCIAL STANDING
- 4.1 The Agent shall realize service charge from the finally selected candidates as per the rates approved by the Government of Bangladesh.

4.2 The Agent shall not realize service from the workers mentioned under clause 4.2 when the principal agrees to pay service charge to the Agent for his service.

## 5.0 AUTHORITY OF AGENT

- 5.1 The Agent shall not be authorized incur debts or liabilities on behalf of the principal nor shall the Agent enter into any agreement on behalf of the principal nor bind or attempt to bind the Principal in any way unless expressly authorized in writing to do so by the principal.
- 5.2 The Agent shall not refer to themselves in any ways other than as a recruiting Agent for the principal and shall neither describe themselves nor do anything which would lead third parties to believe that the Agent was acting as general Agent for the principal.
- 6.0 PEROD OF AGREEMENT, TERMINATION
- 6.2 The Agreement shall be valid for a period of ............................... years from the date stated above and may be terminated by either party giving 30 (thirty) day's written notice prior to its expiry. In absence of such notice, the Agreement shall be automatically renewed on to same terms and conditions.
- 6.3 The principal shall have the right to terminate this Agreement at any time by giving 30 (thirty) days notice in writing in any of the following events:-
  - (a) If the Agent enters into liquidation either voluntarily or compulsorily.
  - (b) For any reason the Agent is prevented from performing their duties.
  - (c) If the Agent commits contractual breach on any the terms or conditions of the Agreement.

## 7.0 NOTICE

7.1 Any notice given or served under this Agreement shall be in writing and to be sent by letter or fax addressed to the principal or the Agent as appropriate. Such notice shall be deemed to be received and effective on the business day of receipt.

## 8.0Dispute Resolution

8.1	All disputes arising out of or in connection with this Agreement shall be settled amicably by both parties through faithful and sincere negotiations, failing which the disputes shall be submitted to the legal authority through the courtesy of Bangladesh Mission in								
	Signed this day the of								
	Signature:	Principal				Si	gnatı	ıre :	