



ADABI CONSUMER INDUSTRIES SDN. BHD.

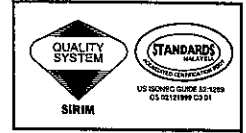
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(GST ID No: 001040449536)



CERTIFIED TO ISO 9001:2015
CERT NO.: QMS01057

To,

Date: 23.5.2022

GRAMEN OVERSEAS -834.

54/B, Inner Circular V.I.P,
Road, 2nd Floor, Shantinagar,
Dhaka-1217,
Dhaka, Bangladesh.

Dear Sir,

RE: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM BANGLADESH

Based on the Ministry of Home Affairs Approval Reference **KSM/FWCMS/YX370000092** dated **20/5/2022**, we hereby appoint your company to recruit **BANGLADESH** workers for employment with our company and liaise with relevant authorities concerning recruitment.

Our recruitment terms and conditions are as follows:

1. Number of workers : **300 (Three Hundred) Male Workers**
2. Sector : **Manufacturing**
3. Job Description : **Factory Worker**
4. Age : **18 - 40 years old**
5. Contract Period : **3 years**
6. Wages

Basic monthly salary : **RM1500.00 (RM57.69/day x 26 day)**

- a) Allowance: : **RM 91.80**
 - i. Attendance : **RM 2.00/day x 26 day = RM 52.00/month**
 - ii. Night Shift : **RM 2.80/day x 14 day = RM 39.20/month**

- b) Overtime : **RM 562.50 month**

(Normal day : $RM 1500/26 \text{ days}/8 \text{ hours} \times 1.5 \times 52 \text{ Hours} = RM 562.50$)
(Rest day : $RM 1500/26 \text{ days}/8 \text{ hours} \times 2.0 \times \dots \text{Hours} = RM \dots$)
(Public Holiday : $RM 1500/26 \text{ days}/8 \text{ hours} \times 3.0 \times \dots \text{Hours} = RM \dots$)

Total minimum monthly income: RM 2154.30 month

7. Working days : **6 days per week (Monday to Saturday)**
8. Working hours : **8 hours per day or 48 hours per week**

Ahli Kumpulan Adabi : Industri Minuman Adabi Sdn. Bhd. (169594-P)
Amalan Sanjung (M) Sdn. Bhd. (366968-U)
Baktisan Pertama Sdn. Bhd. (376124-K)
Produk Optima Sdn. Bhd. (283824-M)
Stasuria Enterprise Sdn. Bhd. (411855-X)
Adabi Distribution Sdn. Bhd. (550720-P)

Berkat Serbaguna (M) Sdn. Bhd. (306891-M)
Nyala Satria (M) Sdn. Bhd. (392392-D)
Alzas Edar Sdn. Bhd. (159246-H)
Bekal Baru Sdn. Bhd. (161338-X)
Adabi Consumer Industries HTO Sdn. Bhd. (352422-W)
Adabi NS Trading Sdn. Bhd. (491681-V)
Adabi Sabah Distribution Sdn. Bhd. (762326-H)

9. Contract Period:

- a. The duration of contract shall be for a period of three (3) years from the date of arrival of worker.
- b. This Contract may be extended for another additional three (3) years by mutual agreement of both parties.

10. Payments to be borne by the Employer:

The Employer shall be responsible for the following payments:

- a. Security deposits as required by the Department of Immigration, Malaysia;
- b. Processing fees imposed by the Government of Malaysia;
- c. Visit Pass (Temporary Employment)
- d. Employment Injury Scheme under the Employees' Social Security Act 1969 and if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia;
- e. Medical examination in Malaysia (FOMEMA);
- f. Security Screening;
- g. Medical Examination in Bangladesh;
- h. One Stop Centre, VLN, SEV/MEV;
- i. Round trip Air Ticket;
- j. Attestation fee by Embassy of Bangladesh in Malaysia;
- k. Service charge by Malaysian Recruitment Agency and Bangladesh Recruitment Agency.
(Provided that item (f) and (g) shall be reimbursed by the Employer to the Worker together with the payment of first month salary of the Worker).

11. Wages:

- a. This basic wage shall comply with the national minimum wage of Malaysia
- b. Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.
- c. The monthly wage shall be paid to an account at a bank, finance company, financial institution or other institutions licensed or established under the Banking and Financial institutions Act 1989 (Act 372) of the worker.
- d. Every Employer shall furnish to every Worker employed by him in a
 - i. Separate statement or card the particulars relating to details of wages
 - ii. And other allowances earned during each wage period.

12. Rest day:

- a. The worker shall be entitled to weekly rest day
- b. In the event that the worker upon the request by the employer agrees to work on such rest day, the worker shall be paid at rate of;
 - i. 0.5 for less than 4 hours
 - ii. 1.0 for 4 to 8 hours

13. Annual Leave, Sick Leave and Public Holidays:

Annual leave:

- a. 8 days for the first two years of service for period of service between two years to five years the employee would qualify for 12 days of leave; and for services of more than five years the employee qualifies for 16 days of leave.
- b. The employer upon application from the Worker may grant 15 days leave in case of death of close family members (parents, spouse and children) of the Worker. The leave may be deducted from the accumulated annual leave of the Worker, or in cases where accumulated annual leave is not sufficient the employer may grant unpaid leave to the worker.

Sick Leave:

14 days for each year of service for service less than two years, and 18 days for services of two years to five years and 22 days annual for services exceeding five years. In cases of hospitalization, the employee qualifies for 60 days leave in each calendar year.

Public Holiday

- a. The employee shall be entitled to paid public holiday for a total of 11 days in any one year of service that must include the following five days:
 - i. The National day
 - ii. The birthday of the Yang-di Pertuan Agong
 - iii. The birthday of the Ruler of the State as the case may be and/ or the Federal Territory day where the employee is working in such an area.
 - iv. Workers day
 - v. Malaysia day
 - vi. And another six more days appointed as a public holiday for that particular year under section 8 of the Holidays Act, 1951 (Act 369)

In the event the worker, upon the request by the employer, agrees to work on such public holiday, the worker shall be paid in accordance with the labour laws in Malaysia.

14. Employment Injury Scheme under the Employees social Security Act 1969 (Act 4) under the social security organization and if applicable the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia.

15. Accommodation:

- a. The employer shall provide the worker with decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health.
- b. The employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of RM50 per month or any approved amount for the purpose of providing such accommodation as stipulated under the Section 24(4) (e) of The Employment Act 1955 of Malaysia.

16. Transportation:

Accommodation within Factory premises

17. Levy:

The Payment of workers levy shall be borne by the Employer.

- Manufacturing mining and quarry services and construction - RM1850
- Agriculture and plantation - RM640

18. Deductions:

The employer is entitled to make deduction for not more than 50 % in a month from the worker's wages in the event of any monetary advances in accordance with the labour laws in Malaysia.

19. Renewal of worker's Visit Pass (Temporary Employment):

- a. The employer shall renew worker's visit pass (Temporary employment) 3 months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer.
- b. Any penalty or compound imposed due to the failure of the employer to do so shall be borne by the employer.

20. Air Ticket

The travelling expenses from Bangladesh to any agreed point of entry in Malaysia and the expenses from any agreed point of exit in Malaysia to Bangladesh shall be borne by the employer upon completion of the contract of Employment.

21. Outstanding wages:

In the event the worker is to be repatriated before the expiry of this contract of employment, the employer shall pay all outstanding basic wages and all other payment owed to the worker subject to the labour laws in Malaysia.

22. Receiving worker:

The employer shall ensure to receive the Worker upon arrival at the entry point in Malaysia within 6 hours upon arrival. In Case, the employer fails to do so he/she shall be liable to bear all the expenses incurred during the waiting period.

23. Repatriation :


- a. The repatriation cost of the worker from their place of work to their original exit point in Bangladesh shall be borne by the employer under the following circumstances:
 - i. At the completion of this contract of employment.

- ii. Termination of this contract of employment by the employer other than non-compliance of the terms and conditions of this contract of employment by the worker.
 - iii. Termination of this contract of employment by the employer other than non-compliance of the terms and conditions of this contract of employment by the Employer
 - b. The worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation.
24. Repatriation in the case of death of the worker :
- a. In the event of death of the worker, the employer shall be responsible for the costs of repatriation of the dead body.
 - b. If the funeral takes place in Malaysia with the consent of the family of the deceased, the employer shall be responsible for the costs of the funeral and repatriation of the remains.
 - c. The employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.
25. Medical Examination in Malaysia (FOMEMA) :
- The Employer shall ensure that the worker undergoes medical examination as follows :
- a. Within 30 days from the date of arrival;
 - b. Once every year for the first 2 years of employment and
 - c. Every alternate 2 years of employment.
26. Restriction :
- a. That the employee shall not marry with any Malaysian and shall not participate in any political activities or activities of those connected with political organizations in Malaysia.
 - b. That the employee shall not change his employment during the period of this contract of employment and shall not carry out or do other business.
 - c. That if the competent authority concerned finds the worker engaged in any illegal, subversive or criminal activities, and then the worker shall be dismissed from the job and shall be repatriated to Bangladesh at worker's own expenses.
27. Termination of service :
- a. In the event the employer intends to terminate this contract of employment the employer shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to Bangladesh for the worker.
 - b. In the event the worker intends to terminate this contract of employment, the worker shall give adequate written notice as stipulated under the labour laws or wages in lieu of such of his intention to terminate such contract, and the worker shall bear the cost of airfare to Bangladesh.

I hereby declare all information above the whole true nothing but the true.

Thank you.

Yours faithfully,



Name: Nur Saedy Bin Anuar

Designation: Human Resource Manager

NRIC No: 830917-09-5121

Company's chop:

