

BASIC DOCUMENT – 4
(Notarization & Countersignature of Wisma Putra REQUIRED
High Commission's Attestation REQUIRED)
(Employer Must Sign and Affix Seal on Each Page)

AFFIDAVIT BY THE EMPLOYER

Dated: _____.

AFFIDAVIT

I, Mr. / Miss _____, Managing Director of _____, personally and on behalf of all the Directors / Management of the company, do hereby undertake, commit and declare the following, with regard to the recruitment of workers from Pakistan for my Company / Organisation:

1. I would pay levy of the workers to the Immigration Department in advance and deduct the same from the salaries of the workers in twelve (12) monthly installments.
2. I will not engage any agent to renew the passport/work permits of the employees. I, or an authorized officer of my organization, will undertake all necessary steps for this purpose.
3. All Pakistani workers, recruited for our organization, will be received by us on their arrival at the KLIA airport.
4. I will pay the salaries of the workers for the rest of the contractual period if any one or more are terminated, prior to completion of the contractual period other than on health and/or on disciplinary grounds and/or violation of any of the clauses as per paragraph 18 & 19 of the Employment Contract and/or for contravening any legal Acts or Amendments implied by any relevant Malaysian Authorities from time to time.
5. I guarantee that I will not apply and cancel the work permit of any worker if he lodges any complaint with the relevant Malaysian Authority or this High Commission, pertaining to his rights and privileges, until the authority concerned settles the matter.
6. I will not make any deduction from the wages of the workers, except in accordance with the Employment Contract or Employment Act 1955 of Malaysia.
7. I will provide reasonable free accommodation to Pakistani workers along with necessary amenities and facilities such as electricity and water, as per the Employment Contract and in accordance with Worker's Minimum Standards of Housing and Amenities Act, 1990 (wherever applicable)
8. I will ensure security of the workers in their workplace and in the hostel.
9. I will accede to the request of the High Commission for Pakistan, Kuala Lumpur, to visit the work places and workers' hostel, with prior notice and information, to look into the welfare of the Pakistan workers.

10. I will ensure repatriation to Pakistan of disabled workers (whatsoever may be the cause of the disability) at the expense of the organization / company.
11. If the worker dies in harness, I will arrange his repatriation to Pakistan and pay his family compensation as laid down in the Foreign Workers Compensation Scheme.
12. The company / employer will strictly implement all the terms and conditions mentioned in the Contract of Employment, attested by the High Commission of Islamic Republic of Pakistan, at Kuala Lumpur (and signed on behalf of the company by our legal attorney in Pakistan) and that, under no circumstances will amend such terms and conditions nor enter into any separate contract of Employment with the Pakistani workers before or after their taking employment with the company.
13. I undertake the responsibility of repatriating any Pakistani worker as a result of termination of contract by either side, or for whatever reasons arising in the course of employment (except the violations on the part of the employee of the provisions contained in clauses 18 and 19, including their sub-clauses, of the Employment Contract) by providing return air ticket at the company's expense and settling their dues, in addition to returning the passports to the employee.
14. The management of undertakes that it has sufficient work for these workers in their company and that these workers will not in any case be sub-let to any other party / employer, except in accordance with the Malaysian labour laws and with necessary approval of the Malaysian authorities concerned and under the prior intimation of the High Commission for Pakistan, Kuala Lumpur.

I hereby agree that in the event of failure to comply with the above, the aggrieved worker may seek redress from the relevant authority in Malaysia.

Signature of Employer :
Name :
Designation :
I/C No :
Company's Seal / Chop :

Seal of Malaysian Notary of Public and certified by the Ministry of Foreign Affairs (Wisma Putra, Putrajaya)

Certified and attested in the country of the employment
By the Embassy of the Islamic Republic of Pakistan in Malaysia
Full name :
Designation and Seal :