

Section B – SCOPE OF WORK

RECRUITMENT AND PLACEMENT SERVICES OF OFFICE PERSONNEL

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1. Scope of the Agreement

ExxonMobil Exploration and Production Romania Limited (EMEPRL) intends to contract recruitment and placement services of office personnel from a suitably, experienced and qualified provider.

EMEPRL requires office personnel, for their operations in Romania, in order to maintain a continuous delivery of the activities of the company.

The Bidder will provide office personnel and/or associated administration services to EMEPRL, while the personnel will provide technical and non-technical professional services to EMEPRL as directed on individual Mission Requests.

2. Office Personnel to be Supplied, Characteristics and Activities to be Performed

In order to accomplish its activities, EMEPRL requires the following profiles to be supplied by the Bidders in support of the operations to be performed at its highest level of competency, while fulfilling the minimum requirements set below:

Profiles	Minimum characteristics
Entry Level	(0 – 3 years of experience)
Specialist	(3 – 6 years of experience on the specific job)
Expert	(expertise certification on the specific job)
Middle Management	(3 – 6 years of experience on management position)
Top Management	(3 – 6 years of experience on top management position)

The activities to be performed by the office personnel refer to office administration, representing a set of day-to-day activities that are related to financial planning, record keeping & billing, translating,

personnel, physical distribution and logistics and other associated activities that are vital for the smooth running of the company.

The office personnel proposed by the Bidders will be highly organized, paying attention to detail and having good communication skills. The profile of EMEPRL provides opportunities to work in diverse environments and will allow working with various stakeholders on a daily basis.

Office administration activities may also require working in specialized areas. Roles in these areas may require specialised knowledge of the terminology used in the specific industry in which EMEPRL operates.

During the Agreement period, the supplied office personnel shall carry its duties based on the Contractor's job description. The selected office personnel will be assigned to EMEPRL to perform services under EMEPRL technical guidance. Such assignments will be described in the specific Mission Requests issued during the Agreement implementation.

The office personnel may be required to support and represent EMEPRL in its activities as appropriate, some of which may require day or overnight travel, including travel outside the country of residence. The Bidder will ensure proposed office personnel will have a valid passport if required for their assignments and be able to obtain visas as requested by EMEPRL.

EMEPRL reserves the right to request a background check of the personnel provided and must include a criminal record check of federal, state, and county (or its equivalent) records for felony or misdemeanor convictions, deferred adjudications, or no contest pleas (hereinafter "Conviction Record") in all jurisdictions in which the individual has lived or worked during the previous five (5) years. These records must be checked as far back in time as feasible or as permitted by law. The background check must also include a verification of the individual's employment history for the previous five-(5) years, to the extent permitted by the law.

The office personnel will be subject to the maximum available probation period according to the provisions of the Labor Code.

The activities to be performed by the selected office personnel shall be carried out at the EMEPRL headquarters.

3. Administration Services to be Performed by the Contractor

The Contractor will provide also administration services for the selected office personnel subject to the Mission Requests.

As part of the administration services the Contractor is required to perform the following:

1. Provide screened personnel in which credentials match those defined in the Mission Request.
2. Respond to requests within time specified in Key Performance Indicators;
3. Provide “suitable” personnel (i.e. medically fit \ physically capable of performing the specific job functions etc.)
4. Provide the office personnel identified as potential suitable candidates to be analyzed and selected by EMEPRL;
5. Hire office personnel selected by EMEPRL;
6. Perform the requested background checks for each selected individual and keep records to file;
7. Collect and retain confidentiality & assignment statements for all hired office personnel;
8. Provide to EMEPRL the proposed Rates, as a response to each Mission Request for all the selected office personnel;
9. Provide basic training (ethics, harassment, safety etc.);
10. Provide all visas and work permits if it is the case;
11. Arrange travel to and from assignments and for business trips;
12. Return EMEPRL assets upon demobilization;
13. Comply with labor law and tax requirements;
14. Pay all taxes and payroll burdens as required by law;
15. Instruct the hired office personnel to report all their time and expenses using the method issued by EMEPRL.
16. Shall carry out the services according to Law no. 263/2010 regarding the unitary system of public pensions.

The maximum response time to the Mission Request placed by EMEPRL is 30 days from the issuance of the Mission Request by EMEPRL to the Contractor.

After the selection of the proposed office personnel by EMEPRL, the Contractor will guarantee, according to the level of seniority, that the hired office personnel will perform its activities the following number of months:

- Entry Level – 3 months

- Specialist– 3 months
- Expert – 6 months
- Middle management – 6 months
- Top management – 9 months.

4. Work Schedule

The working schedule of the hired office personnel shall be of eight (8) hours/day and hired office personnel shall be entitled to one-hour lunch break/day, not included in the aforementioned working schedule, five (5) days/week.

Overtime hours will only be paid by Contractor in compliance by Law and need to be approved by EMEPRL in advance.

Statutory holidays will be paid by the Contractor in compliance by Law.

Non-work hours such as lunch breaks will not be reimbursed since by default these are non-work hours.

Where mandated by law, EMEPRL will reimburse for statutory sick days only when incurred by hired office personnel and, in this situation, the hired office personnel must indicate on the timesheet that a sick day was taken and provide appropriate documentation.

The hired office personnel will be responsible for tracking its own performed activities by filling in a monthly timesheet.

5. Working Conditions

The individual safety and working equipment ensured by the EMEPRL are the following:

- i. individual work equipment: office operational items;
- ii. cleaning supplies: available at the EMEPRL's address;

6. Payment Obligations

Payment obligations shall be calculated and paid in accordance with the principles stated by the General Conditions of the Agreement.

The Rates of the hired office personnel will be the proposed Rates, as a response to each Mission Request.

Rates will remain fixed for the duration of the Mission Request unless adjustment is explicitly allowed for in the Mission Request and/or agreed by EMEPRL in advance.

The remuneration of the hired office personnel will be the amount mentioned in the Mission Request that will be sent by EMEPRL, as agreed with the Contractor and provisioned in the work Agreement of each hired individual.

The Contractor will be solely responsible for the payment of the hired office personnel remuneration regardless of EMEPRL's payment or non-payment to the Contractor.

7. Estimated Value of the Agreement

The estimated value of the Agreement is 350.000 USD, except VAT.

8. Duration of the Agreement

The Agreement resulting from this procurement procedure shall be executed for a period of 12 (twelve) months from the signature date by both parties.

9. Key Performance Indicators

The Contractor will be responsible for tracking its performance (i.e. in table below), and periodically will be requested by EMEPRL to provide updated performance measurements specific to Mission Requests issued by EMEPRL and will comply within a reasonable time period, if requested.

KPI	Measurement	Frequency
Timeliness	<ul style="list-style-type: none">• Average resume submittal time• Average time from Candidate selection to mobilization• Mission Request	Quarterly
Quantity	<ul style="list-style-type: none">• Number of requisitions per business unit	Quarterly
Quality	<ul style="list-style-type: none">• % resumes accepted for interview	Quarterly

	<ul style="list-style-type: none"> • % requested positions filled • % Contractor early terminations by EMEPRL 	
Retention	<ul style="list-style-type: none"> • % employees not completing assignments (except early terminations) 	Quarterly

10. Commercial Terms

Every invoice issued by the Contractor will have attached one report detailing all actual costs. The invoices are to be paid in 30 days from issuance.

The monthly timesheets filled in by hired office personnel will be attached to the above-mentioned report.

The Contractor will comply with all applicable EMEPRL’s policies and procedures.

The Contractor cannot subcontract, even partially, the scope of the Agreement, without prior written authorization of EMEPRL.