

## TENDER TECHNICAL SPECIFICATIONS

These Special Tender Specifications, hereinafter referred to as CSA, regulate the procedures for the identification of an Employment Agency in possession of authorization issued by the competent local authorities, to be entrusted with the service of fixed-term labor administration in all those cases in which the labor service cannot be secured using competitive procedures or those of transfer.

The administration in question involves various professional figures to be employed, with fixed-term labor administration contract at the Italian Trade Agency Office in Amman.

Therefore, the Company will be able to turn to the Contractor whenever there is a need to resort to fixed-term labor administration contracts for all professional figures for which the need arises during the term of the contract, which are in any case included in categories "A" - "B" - "C" and "D".

In relation to the variability of the need and since it is a tool aimed at achieving labor flexibility, it is reiterated that the Company does not assume any obligation to guarantee a minimum expenditure.

In conclusion, the use of these services responds to the need to provide the Italian Trade Agency flexible tool that allows to cope with contingent shortages of personnel belonging to different roles and professional qualifications in order to ensure the fulfillment of all business activities; it is clear, therefore, the supplementary nature, entirely residual, of this tool compared to the ordinary selective procedures in the field of recruitment of employees, Public Health Sector, which the Companies intend to activate, including the use of any competition rankings still valid.

The labor administration service includes the activity of search, selection, training, management, and replacement of temporary employees and must be carried out in compliance with current regulations.

In particular, the provisions dictated by the following regulations must be observed, where applicable:

- Jordanian Labour Law and its Amendments No. 8 of the Year 1996
- Social Security Law

It should be noted that the quotation request is conceived as an obligation of result, therefore the service must be made perfectly operational and include every service necessary for this purpose, even if not expressly provided for in the tender documents and offers. The successful tenderer may not, for any reason, claim additional payments other than those provided for in the economic offer.

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### **1. CONTRACT DURATION - EXTENSION OPTIONS**

The contract has a duration of one year starting from the date of stipulation of the relative contract. The award will be immediately binding for the awarded Agency, while for the Company it will be subject to the obligations established by current legislation also with regard to the verification of the requirements and any replacement statements.

The hypotheses of early termination or withdrawal are reserved in the cases provided for by the GCA, by these specifications, by Italian law, by local law or by the Italian Civil Code.

For the supply contracts activated during this period, the awarded Agency undertakes to keep the Agency premium unchanged, subject to a discount in the Economic Offer, and used as remuneration for the research, selection, and administrative and legal management of the staff, as well as all services indicated in these Specifications, except as provided by the GCA regarding price revision.

Individual fixed-term work assignments may be requested by the last date of the duration of the contract, specifying that the contracts with individual temporary workers cannot in any case go beyond the maximum period of 3 (three) months after the expiry of the contract.

The Company also has the right to request (potestative right), close to the contractual deadline, to extend the contract pending the definition of the new tender, limited to the time necessary for the assignment of the new contract and under the same contractual and economic conditions agreed at the time of the award, or improvements, for a period not exceeding 2 months (refer to art. 106 c. 11 of Italian Legislative Decree 50/2016).

### **2. VALUE OF THE CONTRACT AND COST OF THE SERVICE**

The estimated annual value (1 year + renewal option) of the contract was determined as JOD 22737 JOD yearly (about 30,000 Euros) for labor costs and agency fees.

This amount, is presumptive, since the number of resources, the duration of the individual administration missions and the relative value of the salaries and contributions will be determined on the basis of the services actually requested in the context of the individual administration orders, which they will be issued on the basis of actual personnel requirements, also taking into account financial and regulatory constraints, as well as those deriving from its personnel planning and budget forecasts.

The amount indicated is therefore in no way binding or binding for the Company, given that the "actual" global amount disbursed under the contract will only be quantified following the issue of individual supply orders.

### **3. DESCRIPTION OF THE SERVICE AND OF THE PROFESSIONAL PROFILES TO BE COVERED**



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The outsourced workers requested from the awarded Agency will be attributable with precise reference to the different categories indicated in these tender specifications and will be assigned to the tasks provided for employees in categories A - B - BS - C and D.

Merely indicative and not exhaustive, the professional qualifications that could be the subject of the contract are indicated administration.

Category	Qualification required
A	Administrative Assistant
A	Assistant Trade Analyst
B	Bilingual interpreters (Italian-Arabic)
BS	Hostesses
C	Photographer
C	Data Entry
D	Porter

The agency awarded this contract will have to pay, for each professional figure activated, the basic salary provided for by local law with the deduction of social security contributions.

The charges listed below are borne by the Assignee:

1. Illnesses and accidents of temporary workers.
2. Fiscal checks on sick leave, even for a single day.
3. Paid leave and permits used by temporary workers in the application of legislative and contractual rules, which provide for the right to use them.
4. Training of temporary workers.
5. Costs deriving from any interventions for the protection, prevention, and protection of workers other than those that these Specifications charge the Company.
6. Overtime not authorized by the Company.

**4. REQUIREMENTS OF THE ANNEXED PERSONNEL**

The assigned staff must meet the following requirements:



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1. physical suitability for the specific job in accordance with current regulations, without any limitation.
2. Knowledge of the Italian language level B2 (spoken and written) the selected profiles will have to know the technical terminology well. For porter duties, only the possession of the requisites referred to in point 1 is required.
1. Verification of generic and specific suitability for the task carried out by the Contractor.
2. Minimum work experience (EL) or specific training (FS).
3. Full and absolute physical fitness for the general and specific tasks of the personnel of the category and professional profile required, which must be ascertained by a competent doctor of the Company, as required by current legislation on the subject (Legislative Decree 81/08 and subsequent amendments) and by Law 276/03 (the ascertained unsuitability, even partial, for the duties obliges the Assignee to replace the worker)

## **5. METHOD OF PERFORMING THE SERVICE**

The service must be performed with the utmost care and discipline, in compliance with the provisions of these specifications and the relevant legislation, and in compliance with the following methods:

1. The Company solely on the basis of the needs that will arise during the contractual period will proceed with the request for individual work supplies to the awarded Agency by means of a specific supply order to be sent via e-mail, within a maximum notice period of 5 working days; each request for work performance will be accompanied by at least the following information:
    - a. Description of the required professionalism, corresponding category, sector of specialization, any degree of experience required.
    - b. Methods and duration of work (assignment period).
    - c. Number of resources, location, working hours, specific tasks.
  2. Within the expiry of the term set by the Company, the Assignee will send the staff to the assessment of physical fitness by the Company's competent doctor; in the event of a totally or partially negative assessment, the Assignee must provide for the replacement within the following day.
  3. Immediately after the positive assessment of physical fitness, work can begin, subject to signing, for each operator, of the contract and specification of the duration of the trial period; the worker's activity at the Italian Trade Agency is subject to the provisions on incompatibility in the public sector as applicable.
  4. The workers will be assigned to the tasks related to the professional roles and profiles in relation to the specific needs of the Italian Trade Agency.
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5. The economic treatment must correspond to that provided for by local law, including any economic improvements deriving from future contractual applications.
6. The social security contribution payable by the Contractor to the workers is that envisaged by the legislation in force in Jordan.
7. Any reimbursement of expenses due to the worker during missions will be communicated to the Assignee by the Italian Trade Agency; the Assignee will pay the relative fees, subject to reimbursement by the Italian Trade Agency.
8. The contractor will send a communication to the Italian Trade Agency, with which he authorizes the Italian Trade Agency to send the worker on mission outside Jordanian territory.
9. The working time for administrative personnel and Trade Analyst assistants is 36 hours per week, while that of the other categories is structured in relation to the actual needs and requirements of the Italian Trade Agency during promotional events.
10. All category "A" temporary workers will be entered with biometric data in the Time Attendance for the recording of working hours. In the event of failed stamping (due to forgetfulness, loss, breakage, or demagnetization of the badge) the operator must immediately inform the Head of the ITA Office in Amman who will fill in the appropriate replacement form prepared for this purpose.
11. The Contractor will inform the outsourced workers of all the risks associated with the activity that the worker will carry out at the Company.
11. The worker is subjected to a trial period, as established by local law.
12. The worker has the right to perform the work for the entire period of assignment, except for failure to pass the probationary period or the occurrence of just cause for termination of the contract or cause for replacement of the worker.
13. The assignment period initially established may be extended, with the worker's consent, by written deed, if the Italian Trade Agency deems it necessary.
14. The Contractor provides a single contact person for the job order/project who will be the principal's sole interlocutor for administrative aspects, for the organization and coordination of contractual activities.

The organizational powers to be exercised in relation to temporary workers for the purpose of any decision regarding the methods of employment of the same with the user Administration are placed in the hands of the Italian Trade Agency.



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The Assignee is required to collaborate with the Offices of the Italian Trade Agency to ensure adequate technical, administrative and legislative assistance, both in relations with external bodies and within the internal organization of the Company itself to start a functional service and complies in all its aspects with the standards in force.

## **6. REMUNERATION TREATMENT**

The awarded agency will have to pay the outsourced workers a salary, considering all its items and components, not lower than that established by local laws.

The social security contribution due by the Italian Trade Agency to workers is that provided by the Social Security Law.

Any or extraordinary cost components are not to be considered in the hammer price.

## **7. OBLIGATIONS OF THE CONTRACTOR COMPANY**

The workers subject to the administration referred to in these specifications:

1. They must be in possession of the full and absolute physical fitness proper to the duties to which they will be assigned. Knowledge of the language is also required for all outsourced workers Italian level B2.
2. Will have to carry out their activity according to the instructions given by the Head of the Italian Trade Agency, for the execution and regulation of the employment relationship, and is required to comply with all the laws and regulations of the ICE - Agency.

The awarded Agency will pay the salary due to the same as well as make the payment of contributions if due by law.

The Company will observe towards the employee all the protection, information and training obligations connected to the work activity, in compliance with the provisions of Legislative Decree 9 April 2008, n. 81 as amended.

The employee is subject to a probationary period.

3. Any mission allowances, ancillary allowances, reimbursement of expenses will be communicated to the supplier agency which will pay the relative fees, subject to reimbursement by the Italian Trade Agency.

The awarded agency must:

- 1) Comply with all obligations towards its employees based on the legislative provisions, regulations on contractual, social security, accident prevention, welfare, right to work of the disabled, assuming all the related costs at its own expense.



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- 2) Make the professional figure(s) available to the Company within 5 working days of the request in which the professionalism, professional profile and degree of experience will be indicated necessary, as well as the methods and duration of the work performance.
- 3) In the case of worker absences, due to illness, accidents, or other absences other than holidays and permits established by the current Labor Law in Jordan, which exceed 5 working days of the single administration contract, if required by the Italian Trade Agency, will have to replace the outsourced worker within 3 working days of the request or according to the improvement time offered in the "technical offer".
- 4) Arrange for the worker to be replaced in the event of interruption of services for reasons attributable to the worker himself (eg resignation) within 3 working days of the interruption of services.
- 5) Arrange for direct payment to the outsourced workers of the remuneration due on the basis of the corresponding professional classification category, by the 15th day of the month following the performance.
- 6) Pay the social security contributions relating to the service required by Jordanian Social Security law.
- 7) Informing workers of the risks associated with the work activity as per the DVR adopted by the Italian Trade Agency.
- 8) Provide for all the obligations for the insurance against accidents and occupational diseases foreseen by the D.P.R. 30 June 1965, no. 1124 and subsequent amendments and additions.
- 9) Communicate the name of the contact person responsible towards the Italian Trade Agency.
- 10) Send to the Client, a copy of the individual contract between the Agency and the outsourced worker, for verification and control reasons and for the fulfillment of specific legal requirements; the Company may request the awarded Agency, at any time, to show the pay slips of the temporary workers to ascertain the regularity of the classification, the remuneration and the contribution paid.

The awarded Agency also undertakes to promptly notify the Company of any changes of its organizational structure involved in the execution of this contract, analytically indicating the changes that have occurred and the names of the new managers.

In the event that the awarded Agency is not in compliance with all the obligations listed above, the Company may proceed with the termination of the contract and award the service to the next competitor in the ranking, charging the defaulting Agency the higher costs incurred.

N.B. Overtime is NOT permitted for outsourced personnel, if necessary, such services may only be rendered in exceptional cases and the Head of the Italian Trade Agency will be required to specify the need to resort to such overtime. Any extra hours will be compensated with extra vacation days.



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## **8. LIABILITY OF THE CONTRACTING COMPANY**

The successful tenderer is directly liable for any damages caused by breach of the contract.

## **9. HEALTH AND SAFETY**

The Italian Trade Agency declares that it follows current legislation on the subject and that it has taken all the necessary precautions to safeguard the health of workers in the workplace; consequently, it adopts all the precautions foreseen by the laws in force towards the temporary workers, even in their becoming.

The name of the head of the Italian Trade Agency for occupational safety will be brought to the attention of the awarded agency.

## **10. DISCIPLINARY MEASURES**

The Italian Trade Agency promptly informs the Assignee in writing of the reasons which make it necessary to adopt disciplinary measures against the temporary worker made available.

In particular, the following will be considered:

1. Compliance with the Disciplinary Code and the Code of Conduct for Public Employees.
2. Correct performance of duties.
3. Behavior of the staff towards the Manager and the employees of this Office.
4. Respect of the timetables agreed with the Italian Trade Agency.
5. Respect for professional secrecy.

## **11. PRICE OF THE SERVICE AND METHOD OF PAYMENT**

The consideration due to the temporary agency is determined by the net salary paid to the temporary workers supplied, the portion of the consideration to be paid by way of reimbursement of social security contributions and the fees due to the temporary agency on said amounts.

Each single invoice must contain the CIG of the framework contract that will be stipulated, the reference COAN of the promotional initiative for which the temporary worker has been requested and the work performance as proof of the regularity of the service performed on site start of the order. The value of the agency fees due and applied for must be indicated on the invoice with a specific item.

The control and settlement of invoices are the responsibility of the Senior Accountant of the Italian Trade Agency; the settlement will take place within 60 days of receipt of the invoice.





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The payment of the fees due to the awarded Agency will be made by bank transfer with costs to be borne by the Italian Trade Agency.

#### **12. OFFICIAL SECRECY AND CONFIDENTIALITY DUTY**

Pursuant to Legislative Decree no. 196/2003, the awarded Agency is responsible for the processing of data which it comes into possession of in the performance of the service. The Agency assumes the obligation to keep confidential all data, documents, and information of which it becomes aware, not to disclose them and not to use them for any reason, unless with the prior consent of the Company.

The obligation of confidentiality will be binding for the entire duration of the contract and subsequently until the relative information has become public.

#### **13. CHECKS - PENALTIES - CAUSES FOR TERMINATION OF THE CONTRACT - WITHDRAWAL - FORCE MAJEURE**

The Company reserves the right to carry out at any moment of the procedure, from the tender phase to the end of the execution of the contract, the checks it deems appropriate for all legal purposes and to ascertain the correctness of the Contractor's work, also making use of the help of other competent bodies in Jordan (for example, the Chamber of Commerce).

These checks will be carried out by the Company without the obligation to notify the Contractor in advance, to whom, in any case, a copy of the result will be sent in the event of a non-compliance found.

The formal notification of any violations committed by the worker, or the Assignee will be handled by the Italian Trade Agency. This dispute will be communicated to the Assignee in writing and will contain the notification of the event and, where it is possible to remedy it, and the deadline assigned to do so.

If the Contractor does not respect the terms for the administration of personnel or in any case in which it is unable to provide the personnel requested, the Italian Trade Agency may turn to another Company without prejudice to the right to apply penalties, and the right to reimbursement of any higher costs incurred as well as the damages incurred.

In addition to the cases of termination of contract law provided for in other parts of these specifications, penalties, causes of contract law and the right of withdrawal are governed by the future contract.

#### **14. PENALTIES**

In addition to the specific cases identified in other parts of these Specifications, all violations of the contractual rules committed by the Assignee can be sanctioned with the imposition of penalties, commensurate with the seriousness of the event.



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The penalty applied on the basis of the seriousness of the event is 10% of the total value of the contract.

#### **15. RULES OF CONDUCT FOR COLLABORATORS AND / OR EMPLOYEES OF THE CONTRACTING COMPANY**

In carrying out the assignment, the economic operator undertakes to comply with the disciplinary and conduct code adopted by the ICE-Agency in accordance with the provisions of Presidential Decree 62/2013 and approved by the Board of Directors with resolution 402 of 24 January 2017. The Disciplinary and Behavior Code of the ICE-Agency is available on the website [www.ice.gov.it](http://www.ice.gov.it) - section "Transparent Administration" - "General provisions" - "General Acts".

The violation of the obligations referred to in the code will result in the ICE-Agency having the right to terminate the contract if it is deemed serious.

#### **16. PROTECTION OF CONFIDENTIALITY AND RIGHT OF ACCESS**

The data provided by the applicants will be processed in accordance with Regulation (EU) 679/2016 exclusively for the purposes related to the completion of the procedure in question. Your personal data are processed by automated means for institutional, administrative, and accounting purposes. The writing Agency is the data controller. For further information regarding your personal data processing, please visit the following page on ITA website: <https://www.ice.it/en/privacy>.

#### **17. REPORTING OF OFFENSES**

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) "Provisions for the protection of the authors of reports of crimes or irregularities of which they have become aware in the context of a public or private employment relationship"), companies providing goods or services that operate in favor of the ICE Agency may report any "illegal conduct" of which they become aware in the context of the contractual relationship. The reports are managed through an IT application, in total confidentiality, by accessing the website [www.ice.it](http://www.ice.it) - "Whistleblowing" section, available at the following link: <https://ice.whistleblowing.it/#/>.





ITALIAN TRADE AGENCY

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**STATEMENT**

*It is the equal employment opportunity policy of the Italian Trade Agency to provide a fair and equal employment opportunity to all employees and applicants for employment, regardless of race, color, religion, national origin, sex (including pregnancy, gender identity or expression, and sexual orientation), parental status, genetic information (including family history), political affiliation, military service, age, veteran status, disability or marital status, or any other characteristic protected by local law. These protections extend to all management practices and decisions, including hiring, evaluation systems, promotions, training, and career development programs. Consistent with these obligations, Resonance also provides reasonable accommodations to employees and applicants with disabilities and for sincerely held religious beliefs, observances, and practices.*

*Italian Trade Agency believes that employees should be provided with a work environment that allows each employee to be productive and work to the best of his or her abilities. We do not accept or tolerate an atmosphere of intimidation or harassment based on any of the above characteristics.*

*We expect and require the cooperation of all employees to maintain an atmosphere free of discrimination and harassment.*

Date 12/06/2023

For acceptance:

The Company:

