



FILE N° 20181023-00768

**SPECIFIC CONDITIONS FOR ACCOUNTING, TAX,
PERSONNEL ADMINISTRATION SERVICES, LEGAL
ADVICE AND THE ESTABLISHMENT OF
A BRANCH IN GREECE**

Paseo de la Habana, 138
28036 Madrid. España
Tel.: +34 91 452 12 00
Fax: +34 91 452 13 00
www.ineco.es

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1 PURPOSE

This document aims to establish the requirements for the choice of an advisory firm specialized in providing general services for setting up and maintain a Branch in Greece.

2 SCOPE

The bid tenderer will ensure no interruptions during the performing of the services and to have all the resources available to solve any incidence.

The services shall be provided on working days according to Ineco's manager decisions.

The contractor shall take into account that the volume of the services shall be stable during the life of the contract, according to our previsions of activity in the country.

INECO shall only contract a supplier that is able to provide all the required services.

2.1 DESCRIPTION OF WORKS

2.1.1 REGISTRATION OF A BRANCH

The service consists of:

- Informing INECO of the documentation and paperwork needed to register the Branch, as well as any **other procedure that is necessary.**
- Managing the procedures and formalities with the Greek Commercial Register, or equivalent, needed for the registration.
- Acting as a liaison between the Greek Commercial Register and INECO for all procedures needed to register the Branch.
- Providing all of INECO's documentation to the Greek Commercial Register in order to register the Branch.
- Providing assistance for all the relevant actions needed in order to register a non-Greek national as a legal representative of the Branch, such as obtaining a Greek tax registration number, and any other documentation needed.
- To support INECO for the opening of a local bank account for the Branch.

2.1.2 PROCESS AGENT

A Process Agent is needed to carry out the day-to-day business of the Branch.

The Process Agent must be a Greek national, a permanent resident in Greece, and a holder of a Greek tax registration number.

The Process Agent shall perform all the required activities authorized to him/her by Greek law in order to legally represent INECO's Branch, as may be required. The Process Agent must have bank signature at a local bank account held by the Branch.

The Process Agent shall also carry out the following tasks, without limitation, as long as the tasks do not contravene Greek legislation applicable to the figure of a Process Agent:

- Administrative procedures
- To represent the Branch & the Company before Public Administrations, Tax Authorities, Entities, Notary Public and any other Organism.

- To complete, execute or cause to be completed or executed, all deeds and/or documents and/or papers, or acts necessary or desirable to register or renew the Branch Office.
- Submit any document on behalf of the Company.
- Subscribe Certificates to our employees.
- Signature of employment contracts, if necessary.
- Signature of contracts with suppliers, if necessary.
- Signature of contracts with clients, if necessary.
- Signature of proposals, if necessary.
- Subscribe Invoices.

2.1.3 DOMICILIATION SERVICES

Providing a registered address to the Branch and taking receipt of any correspondence addressed to the Branch and forwarding them to the client.

2.1.4 ACCOUNTING AND ADMINISTRATION SERVICES

The service consists of performing the accounting of INECO'S Greece Branch joint to its administrative tasks.

The contractor shall:

- Prepare the monthly financial statement and the end of the year financial statement of the INECO'S Greece branch to monitor and control it. The Consultant has to report the financial statements monthly within 10 working days from the end of the month. The contractor has to confirm in its bid that is able to fulfill this requirement.
- INECO'S Greece branch accounting. Advising INECO in all its accounting obligations under local authorities.
- Prepare monthly bank reconciliations and report them to INECO Spain.
- Advice INECO'S employees in any question related to financial statements by email or by phone, in case it is required.
- Regular meetings with INECO'S personnel in charge of the elaboration of the financial statements of the company in order to check the accountability and the bank reconciliations made in the branch of Greece.

Optional service:

We would like to know if the Contractor could fill the accounting of the branch in SAP. The price of this issue should be budgeted separately, as optional.

2.1.5 TAX SERVICES

The tax service consists of performing the following tasks in INECO'S Greece Branch:

- Sales invoicing issuance.
- Preparing and submit all tax declaration in order to fulfil all the tax requirements established by the Greece authorities.
- Registration and certification of the applicable taxes.
- Analyze the fiscal impact of the taxation in the branch, taking into account the application of the withholding tax, VAT, INCOME TAX RATE and any other tax that could subject the activity of the branch.

- Assistance INECO's employees in any doubts in tax matters that could arise within the period of the contract.
- Advising INECO in all its tax obligations.

2.1.6 PAYROLL SERVICES AND PERSONNEL ADMINISTRATION

The services to be provided by the contractor shall include:

- Management and submission in a timely manner of all the necessary documents related to company registration/amendment/cancellation with Labor, Tax and Social Security authorities or any private or public bodies or entities (Industrial accidents mutual associations, Insurance companies, ...) that may be necessary for the company legally operate as employer of both local employees or posted employees/expatriates (if necessary). This implies to interact with these bodies and entities on behalf of the company, channeling and dealing with any questions, requests and obligations that may arise.
- To record, register and or report new entries, amendments, extensions, terminations, or any other change that may affect to both expatriate and local employees to the appropriate bodies and entities in compliance with tax, social security and labor laws.
- Advice and preparation of employment contracts, renewal, amendments and agreements both for local staff and posted employees (expatriates) and handling the entire process, including the preparation and submission of appropriate documents to government agencies.
- Payroll calculations, pays lips issuing and payments according to specific files/systems should those were required according to local legislation, both for local employees and posted employees/expatriates. Preparation and management of tax withheld, social security payments and any other payments to pension plan or insurance which were mandatory according to local law with regard to employees, as well as any informative statement that should be submitted accordingly.
- Mock calculations and gross up of remunerations.
- Monthly and annual report to INECO. Preparation of payroll and personnel summaries, according to templates provided by the company (Microsoft Excel).
- Calculation and pre-calculation of compensation for contract terminations/dismissals/other calculations within personnel administration sphere.
- Preparation of certificates and any other document required for the employees within the personnel administration area and management of any administrative process that may arise in this area with the appropriate authorities (labor accidents, sick absences maternities, labor statistics.)
- Monthly delivery to INECO of evidence (Certificate) that no payment is due with any public body in this area.
- Preparation of Income tax pay as you earn or Social Security statements for posted employees, in those cases of employees not included in the local company payroll.
- Maintain, and update on a regular basis, records related to employees in the sphere of personnel administration and according to local laws (visas, contracts, leaves) and report to INECO of any relevant situation that may arise.

2.1.7 LABOUR LEGAL ASSISTANCE

- Advice and support on the local legal regulations in force.
- Legal assistance and management of contract terminations, layoffs, disciplinary actions and employee grievances with ability to take all the processing thereof to any government agency/court until final sentence/settlement.
- Advice and preparation of the appropriate local contracts, amendments and extensions or documents (from the legal perspective, not human resources).
- Preparation and advice of documentation for governmental enquiries and inspections (tax/Social Security/labour).

The contractor will determine fees for labour legal assistance by reference to the hours incurred, using an average or blended rate for an agreed maximum number of hours and the specific rate applicable to each person on the team for any hours in excess of that maximum number. All these services are in general the minimum required. Any other services not included in that RFP that, under the consideration of the contractor, are necessary to fulfil INECO's requirements could be included in the proposal into any of the work lines detailed in this point.

In addition, if there were any other question related to accounting, tax, payroll or personnel administration services not included in the description of the services above, the new services would be rated in a new order.

2.2 SERVICE LEVEL

The awarded companies must respond to the emails sent to them within a maximum period of one (1) business day, indicating the estimated maximum period of completion of the service requested.

The queries must be answered within a maximum period of three (3) business days, unless the provider justifies the need for a later deadline for response. The answers to the queries must be accompanied by the legal, jurisprudential or administrative reference that supports them and must be clear with indication of possible solutions (if there is more than one) indicating pros and cons, and including estimated quantification of them (if it need be). Documents requested by Ineco must be prepared and delivered within a maximum period of three (3) business days, unless the provider justifies the need for a later deadline.

Payroll calculations must be delivered by the date agreed with Ineco. For this purpose, Ineco will send the appropriate information for the calculation with at least one working day notice.

Information about payment obligations or payment statements (Withholding Tax, Social Security) must be delivered to Ineco with at least five working days' notice before the payment deadline.

3 REQUIRED RESOURCES

The contractor must provide all the material, technical and human means necessary for the proper execution of the services.

3.1 HUMAN RESOURCES

All equipment must be provided by the contractor and must carry out its activity in Greece. Likewise, the Contractor at least shall count with:

- One (1) Senior Manager with at least five (5) years of experience.

- One (1) Junior Consultant with at least two (2) years of experience
- One (1) Administrative Support with at least one (1) years of experience

CVs of the assigned personal to the project must be provided in order to assess their skills and their capacity to perform the assigned tasks.

The Contractor shall guarantee the expertise of these workers in each area and its capacity for a quickly answer if any question is asked by INECO's employees.

4 COMMERCIAL TERMS AND CONDITIONS

The general contracting conditions published in the Ineco Contractor profile (www.ineco.com,) and on the State Contracting Platform (www.contrataciondelestado.es) will apply.

The successful bidder must be qualified and authorised according to the current legislation to perform the work required in this document.

The submission of the offer implies the acceptance of the Ineco General Contracting Conditions and these Special Conditions, according to the order of priority of contractual documentation established in Article 20 of the Ineco General Contracting Conditions.

The successful tenderer must obtain and pay for all certificates, approvals, authorities, taxes, royalties, duties, licenses and permits that are required to carry out the services lawfully. These should be included and indicated in the offered price.

The awardee company must maintain absolute confidentiality at all times for any work carried out for Ineco.

The Contractor can subcontract any work described in this terms of reference, only if Ineco has previously approved them.

4.1 INVOICING CONSIDERATIONS

Invoicing of the work completed shall be sent as follows:

- The registration of the Branch service shall be invoiced to the head office in Spain as well as the domiciliation and local representative office till the branch is set up. Once the branch is set up, the serviced provided shall be invoiced to the branch.
- Invoice monthly to Ineco's GREECE branch, according to the activities completed and finalized, based on the monthly reports delivered by the Contractor, and previously approved by Ineco.

Invoices shall be based on the work actually performed, for months of service provided, valued at the prices offered.

Payments will be issued on the 5th, 15th and the 25th of each month, which should be taken into account when establishing payment terms.

Payment will be made sixty (60) days after validation of the invoice.

Payments will be made in EUROS (EUR) through bank transfer, from an Ineco bank account based in Greece. All invoices must indicate:

- Account holder
- Bank name
- IBAN or equivalent unambiguous code.

- SWIFT or BIC (When applicable)

Additional expenses caused by payments through means different than those indicated shall be borne by the Supplier.

All invoices issued must contain the following information:

- Award no.
- Project code.
- Invoice number, series or other designation by country.
- Issue date.
- Name and surname, or full business names of both the payer and the payee of the transactions.
- Tax Identification Number or equivalent issued by the relevant Authority in the country, where appropriate.
- Tax addresses of both the payer and the payee of the transactions.
- Description of the transaction(s).
- Tax rate or exemption if applicable.
- The taxes that, if applicable, are passed on and must be entered separately.

4.2 CLARIFICATION OF DOUBTS

Bidding companies may request clarification or additional information in writing, sending one (1) closed list of items including:

- Number of questions.
- Clear expression of questions and concepts involved.
- Justification of each question and/or impact the offer to be presented.

The request for clarification of doubts, as well as a minimum description of the bidding company (one page maximum) must be sent to the email ofertas@ineco.com. Ineco will provide the answer through the same means.

The receipt of requests for clarification of doubts will end two (2) days before the deadline for submission of tenders.

4.3 PENALTIES

In case of non-compliance with the contractual obligations, Ineco shall apply the following penalties:

4.3.1 FAILURE TO COMPLETE THE CONTRACTED WORK

A penalty corresponding to ten percent (10%) of the amount of the requested service will be applied for non-fulfilment of any of the tasks described in the second clause. Ineco will report this situation to the coordinator appointed by the Contractor so that, within two (2) days, said coordinator may respond as he/she considers appropriate. Should Ineco's allegations be disregarded, within a maximum period of four (4) days from their reception, Ineco will inform the Contractor of the application of said penalty or the early termination of the Contract, without any right to compensation in favour of the Contractor. Communications between Ineco and the Contractor must always be in writing.

If the penalties for failure to complete the work exceed twenty percent (20%) of the Contract amount, Ineco will be entitled to terminate the Contract early.

4.3.2 DEFECTIVE EXECUTION OF THE WORK

In case of defective execution of the work a penalty of five percent (5%) of the amount of the requested service will be applied. Ineco will report this situation to the coordinator appointed by the Contractor for the latter to respond as he/she considers appropriate within two (2) days. Should Ineco's allegations be disregarded, within a maximum period of four (4) days from their reception Ineco will inform the Contractor of the application of said penalty or the early termination of the Contract, without any right to compensation in favour of the contractor. Communications between Ineco and the Contractor must always be in writing.

If the penalties for defective execution of work exceed ten percent (10%) of the Contract amount, Ineco will be entitled to terminate the Contract early.

4.3.3 DELAY IN THE DELIVERY OF THE WORK

A penalty of ten percent (10%) of the amount of the requested service will be applied for any delay in the delivery of the work that can be attributed to the Contractor. Ineco will report this situation to the coordinator appointed by the Contractor for the latter to respond as he/she considers appropriate within two (2) days. Should Ineco's allegations be disregarded, within a maximum period of four (4) days from their reception Ineco will inform the Contractor of the application of said penalty or the early termination of the Contract, without any right to compensation in favour of the Contractor. Communications between Ineco and the Contractor must always be in writing.

4.3.4 EFFECTIVE APPLICATION OF PENALTIES

The penalties cited above will be effectively applied by deducting their amount from the next invoice sent by the Contractor. Ineco shall report the application of said penalty to the coordinator appointed by the Contractor for it to be deducted from the corresponding invoice. Otherwise, Ineco reserves the right to withhold double the penalty imposed to be applied to the last invoice issued by the Contractor.

4.3.5 PENALTY NOTICE

Written communications will be sent to the email address provided by the Contractor, who is responsible for maintenance of said account, as well as consulting and reading the emails received and sent. The Contractor shall notify Ineco in writing of any change in its email address. Should said changes not be duly notified, any and all written communications sent to the previously specified email address shall be considered validly sent.

Should the Contractor or its subcontractors not fulfil their obligations in matters of Social Security, payment of salaries and Occupational Health and Safety, the Contract may be terminated early and penalties may be withheld from the invoices issued.

4.4 SPECIFIC CONDITIONS FOR SERVICE MANAGEMENT

The technical assistance shall be provided in the form of financial, tax, accounting and labour advisory services. This type of service covers a predetermined period of time and type of activities to be carried out, but the specific work to be carried out will be established during the period of service according to the mechanisms explained below.

These services shall normally be provided on the premises of Ineco or its clients. If the nature of the work allows, work will be organised so as to be carried out in whole or in part at the premises of the subcontractor.

For the correct provision of these types of services, the Contractor shall have to perform all of the following activities:

Coordination of the provision of services

- The Contractor must appoint a Coordinator to be responsible for the service. The Coordinator will belong to the company's workforce and will act as interlocutor with the Ineco Project Manager.
- The Contractor may designate one or more Technical Coordinators, accepted by Ineco, who are responsible for supervising the work, following the instructions of the Ineco Project Manager, and for managing the human resources involved, without prejudice to the responsibility of the Service Coordinator for the proper performance of the Contract.
- The Contractor's Coordinator responsible for the service must have sufficient managerial capacity to represent the Contractor when required, as well as to fulfil the contractual obligations, always to ensure proper and successful performance of the Contract, and may be replaced only with Ineco's prior agreement.
- The Project Manager designated by Ineco will establish the criteria and general lines for action for the proper and successful performance of the service Contract. The Project Manager will be responsible for verifying, coordinating and monitoring of the performance of the Contract. Appointment of a Project Manager by Ineco, however, does not exempt the Contractor from its own responsibility in the proper performance of the Contract.

Provision of the services

- In accordance with the guidelines established by Ineco's Project Manager, the Contractor must define an Activity Plan for the activities to be carried out, including description of the activities and the procedures to be followed to properly control each and every one of the activities that the personnel provided by the Contractor must carry out so that the work best serves Ineco's interests and objectives.
- The Contractor shall provide the team assigned to the work with all the necessary resources to carry out the planned activities, except those that for logical reasons will be provided by Ineco (network connections, power sources, etc.). In particular, and whenever necessary for the provision of the services, the Contractor shall provide, at a minimum, the following physical resources:
 - Web access and email address with domain identification of its company.
 - Land or mobile telephone contact number.
 - Fixed or laptop computer.
 - Original software.
 - Internet connection with sufficient bandwidth so that IPsec tunnels can be set up with the Ineco systems.

For work that must be performed at Ineco facilities, access will only be provided to the computer services or software necessary to perform the work.

For work requiring use of Ineco's computers for efficiency and security reasons, a specific team will be assigned who will only be allowed to access said computers as necessary.

No access will be provided to Ineco's intranet, email accounts, or any of the services and rights that Ineco provides to its employees.

- The Contractor must perform the following services:
 - Allocation of the personnel necessary to perform the activities described in each specific task awarded under this framework agreement to the offices determined by Ineco. The work will be performed by specialised personnel, expert in each of the cited activities.
 - Support services that the Contractor considers necessary for the completion of the work, i.e., all the technical supervision of its team will be performed by its own personnel.

Control of the provision of services

- This will be controlled with reference to the monthly summary report submitted by the Contractor, or the frequency of invoice submission, with the activities and tasks carried out and the requested work completed. This report will be the basis for Ineco's Project Manager to certify and accept the services provided and gather information on the progress of the project:
 - Regarding the completed work.
 - The resources used in the execution of the work must be indicated.
 - Meetings held between the Coordinator and the team must be listed. The report shall include at least the minutes of the meetings dealing with the aspects of the follow-up report, duly signed by the members of the team.
 - Changes in the human resources and specific materials made available for the project. The Coordinator will notify in advance any replacements of its personnel, indicating their seniority with the company and if they meet the minimum established requirements. The Coordinator will also report any other circumstance regarding its personnel, such as vacations, absences, changes in service schedule, etc. For the proper management of these changes, a copy of the Social Security affiliation document of the assigned employees and their CVs must be provided.
 - Report on the training activities in which the Contractor employees have participated.
 - Report on the technical advice, or other support tasks, that have been provided by the Contractors which are not included in the project.
 - Report on any incident that occurs in the execution of the work.
 - Complete an assessment of the progress of the work, quality level, etc.
 - As for pending work:
 - Where appropriate, justification for deviations from the original work plan and proposals for changes to the future work plan.
 - Forecast of the human and material resources to be dedicated to the project in the future. Where appropriate, forecast of the vacations for personnel assigned to the project and, where necessary, the personnel replacements to be made by the

Contractor during vacations. Ineco may request changes to the means and resources to be used if it does not consider them suitable for the planned activities.

- Identification of the pending work and its temporary planning.
- As for administrative requirements:
 - Social Security registration documentation for employees at the time of the start of provision of the services (for each order).
 - Social Security contribution slips, Nominal Listing of Workers (RNT, *Relación nominal de trabajadores*) and workers assigned to the work and Receipt of Contributions Payment (RLC, *Recibo de Liquidación de Cotizaciones*), with each invoice submitted.
 - Declaration from the employees stating they have been paid their salaries, to be submitted with each invoice.
 - Certificate of being current with the social security and tax obligations, with each invoice submitted.

5 DURATION

The term to perform the services that are the subject of this Contract is thirty-six months (36) months from the date of the signing of the Contract.

Ineco reserves the right to renew the Contract for a period not greater than twenty four (24) months duration, under the same conditions.

6 MAXIMUM AMOUNT

The contractor shall bear all the costs related to the performance of the services.

The maximum amount payable for the execution of the fixed services will not exceed 122.810, 00€ (ONE HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED AND TEN EUROS), VAT not included.

The contractor must specify bidding prices for each aspect of the services that it will provide in the E.B. 20181023-00768 NAME OF THE SUPPLIER. The amount in every scope of services is an estimated fee, but supplier shall not overcome the total maximum budget specified by Ineco.

Should the activity of the INECO's Branch decrease or cease for any reason, INECO must not be charged for services not provided. A minimum fee should be offered, if there is no activity in the Branch. In no event shall Ineco be obligated to exhaust the budget in its entirety, expenses being limited to the real needs of the company. There will not be a price revision of the contract price. All offers that exceed the price of reference will be disqualified.

Those actions initially not contemplated due to an excess demand for the services will involve a modification of the contract. The maximum total amount of these modifications may never exceed 20% of the amount awarded.

This amount may be consumed both during the term of the contract, and its possible extensions

7 TECHNICAL RELIABILITY

The minimum criteria to be fulfilled by bidders are:

7.1 REFERENCES

The awarded party must have broad experience providing setting up a branch, accounting, tax compliance, labor legal services, payroll services and personnel administration services.

List signed by the legal representative of the company including the main services or works completed in the last three (3) years, providing a description of each project, the amount, dates and public or private beneficiaries thereof.

At least one (1) of these references must be foreign companies established in Greece.

8 ECONOMIC AND FINANCIAL SOLVENCY

If not registered at the time of the bid submission, the economic and financial solvency of the Contractor may be accredited through one of the following means:

- Appropriate statements from financial institutions with which the Contractor has maintained significant asset or liability positions during the last three financial years, indicating, at a minimum, the following:
 - Compliance with credit repayment commitments.
 - Overall evaluation of the entity.
- The financial statements presented in the Commercial Registry or the relevant official registry. Employers not obliged to present financial statements to Official Registries may provide, as an alternative means of accreditation, duly notarized accounting books.
- Statement on the overall turnover and, where applicable, turnover in the field of activity corresponding to this Contract, referring to at most, the last three financial years available, depending on the date of creation or start of the activities of the employer, in so far as reference to these figures is available.
- If, for a justified reason, the employer is not in a position to submit the requested references, the Contractor will be required to prove economic and financial solvency by means of another document deemed appropriate by the Contracting Authority.
- At the time of submitting the offer must provide:
 - Liability Insurance that covers the possible losses associated with the activities to be developed, as follows:
 - Public/Third Party Liability Insurance covering the corporal, material and consecutive damages caused during the course of its ordinary activity that may be attributable to the company, its directors, employees (including all those placed in the service of Ineco), agents and subcontractors.
 - The sufficient amount is established in a minimum indemnity limit per claim of 300.000 Euros, without Sublimit per victim less than that amount.
 - Adhered to the same policy, or as an independent policy, it must also maintain the Employer's Liability coverage (without Sublimit per victim, and if there is one, not less than 150.000 Euros) in the same amounts of indemnification to the previously cited.
 - Likewise, the bidder must maintain a Professional Liability Insurance covering personal, material, consecutive damages and pure patrimonial damages derived from acts or omissions

attributable to the employees hired by the bidder and placed in the service of Ineco for all categories of technical activity that, having the necessary legal capacity, perform within the framework of the consulting, engineering and services contracts of Ineco with its corresponding clients.

- The sufficient amount is established in a minimum indemnity limit per claim of 300.000 Euros.
 - During and at the end of the contract between Ineco and the contractor, the policy must cover the periods of responsibility subsequent to the execution of the work of the contracted personnel, according to the periods of limitation of professional responsibility indicated by the laws that were applicable.
 - The bidder must present proof of compliance with the above conditions prior to the initialization of the provision of services. Moreover, specifically, with respect to the Professional Liability Insurance, must provide certificates of coverage in case Ineco requires them.
- Compliance with this condition will not limit the responsibilities of the bidder, managers, employees, agents and subcontractors, and must be fully liable for the damages caused to Ineco or third parties.
 - The bidder must submit a commitment certified by an insurance intermediary, to comply with the above conditions prior to the initialization of the provision of services.
 - Ineco may require, after the award, an insurance certificate prior to or after initialization of the service, to verify compliance.

9 EVALUATION CRITERIA

All bids received will be classified according to their technical and economic evaluation.

Depending on number of bidders and the adequacy of them to the requested service, Ineco will award to one (1) company in order of valuation, considering the same from the sum of the two concepts indicated.

The score of 70 points will be applied to the economic part and 30 points to the technical part.

Once the bids have been assessed in the first phase, INECO may request additional information or improvements from the 3 highest rated bidders, proceeding to a reassessment in a second phase.

The score that will apply in this second phase will be 100% economic.

9.1 TECHNICAL EVALUATION

Technical evaluation criteria respond to a maximum of 30 points distributed as follows:

Criteria	Points
Additional Specific experience of the Senior Manager (section 3)	Maximum 10 points (2 point / per year)
Additional Specific experience of the Junior consultant (section 3)	Maximum 10 points (2 point / per year)

Criteria	Points
Additional Specific experience of the administrative (section 3)	Maximum 10 points (2 point / per year)

9.2 ECONOMIC EVALUATION

The financial bid will be assessed according to the following formula:

$$\text{Economic Score (ES)} = \frac{\text{(the \% age that the price is lower than the maximum budgeted price)}}{\text{(\% age that the lowered received offer price is lower than the maximum budgeted price)}} \times 70 + 30$$

A bid that is 10% less than the average bid submitted will be considered disproportionately low. In this case, Ineco may request a detailed report justifying the financial bid. The bid will be discarded if considered a reckless bid which could jeopardize completion of the work.

10 CONTENT OF TENDERS

10.1 TECHNICAL TENDER

The documentation should be sufficient to be able to analyse the ability to carry out mandated tasks. Dedication of the work equipment, experience in similar services, orientation to the needs of the client.

Each bidder shall submit a Technical Report on the work to be completed and the results to be achieved. In a clear and concise manner, the report should describe:

- Services Offered. Description of the technical and human resources available and type of personnel to be assigned to these services. These documents may be anonymous, but must be signed by the worker and include:
 - Date of birth.
 - Dates of professional experience.
 - Dates of the degrees/titles from cited courses/training.
- Methodology for the management and provision of services.
- Quality and guarantee methodology.

10.2 ADMINISTRATIVE DOCUMENTATION

In order to expedite the drafting of the Contract (if awarded), the bidder is required to provide as of now the following documentation:

- Data on the company: Corporate name, VAT ID number, purpose of the company (copy of bylaws and/or changes), registered office address.
- Data on the company's legal representative: name and surname, copy or reference of the deed of appointment to office or empowerment to sign the Contract.

In addition, other documentation must be included to accredit compliance with all requirements of this document:

- If presenting personnel that do not belong to the company at the time of submitting the bid, a letter of commitment must be submitted for each of the nominated profiles. These letters of commitment must be exclusive to the bidding company.

- Declaration of Responsibility stating that the worker is not prohibited from being hired.
- The awarded company and any subcontractors must submit, at the time of the Contract, a copy of an insurance policy that covers compensation for death or permanent disability determined in collective bargaining agreement and copy of proof of payment of the insurance premium.
- On signing the Contract, the Contractor and its subcontractors must complete and sign the Occupational Risk Prevention Compliance document “Registro de Coordinación de Actividades Empresariales” (Record of Coordination of Business Activities) found on the Ineco website. Also, the company must have in hand the “Manual de Prevención de Riesgos Laborales de Ineco” (Ineco Occupational Risk Prevention Manual) and the “Riesgos, Medidas Preventivas y Medidas de Emergencia en Ineco” (Ineco Risks, Preventive Measures and Emergency Measures), both found on the Ineco website.
- In the event that the Contractor and its subcontractors need to handle, solely or jointly with others, personal data on behalf of the data controller – Ineco - and access personal data stored on Ineco systems, either computerised or on paper, the service Contract must be formalized in accordance with the provisions established in Article 28 of the RGPD (Law on Personal Data); for those services that do not involve the handling of personal data under Ineco’s responsibility, but may possibly involve physical access to said data, the employees assigned to the provision of the services must sign the “Confidentiality and Privacy Document” upon the signing the Contract between Ineco and the company.

10.3 ECONOMIC TENDER

The financial bid must be signed by the legal representative of the bidding company.

The amounts listed in it must be expressed both before and after VAT.

The only acceptable financial bid model is the one found in template attached in the Excel file E.B. 20181023-00768 NAME OF THE SUPPLIER.

Bids that do not conform to this format will not be considered.

The file must be submitted electronically both in Excel (*.xls) and PDF formats, with the latter consisting in the scanned version of the form signed by the bidder’s representative.

11 SUBMISSION OF TENDERS

All bids must be sent electronically to the following address: ofertas@ineco.com

The file containing the financial bid shall be identified as E.B. 20181023-00768 NAME OF THE SUPPLIER and the file containing the technical bid shall be identified as T.B. 20181023-00768 NAME OF THE SUPPLIER.

Bids submitted through on-line storage platforms will not be considered. In not case shall the files exceed 15 MB. In both cases, reference must be made to the file number on the cover of this document.

The technical bid and the financial bid must be presented in separate files, without the technical bid making reference to the financial bid.

In case of non-compliance with the requirements established in this section, such as bids being sent to an address other than that indicated, the bidder may be excluded from this tender.